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COUNTY OF ERIE

LOCAL LAW INTRO. – NO. **06 – 2014**

LOCAL LAW – NO. _____ -2014

A local law relating to the leasing of approximately 2 acres of vacant land with an option to lease an additional 1 acre parcel on the South Campus of Erie Community College to West Herr Imports, LLC d/b/a West Herr Toyota of Orchard Park. This Local Law supersedes County Law Section 215, subdivision (4).

Section 1 – Title

This chapter shall be known as the West Herr-ECC lease agreement of 2014.

Section 2 – Description of leasehold

A. The Erie County Legislature hereby finds as follows: (i) that certain vacant land comprising approximately 2 acres on the South Campus of Erie Community College currently being leased to West Herr Imports LLC d/b/a West Herr Toyota of Orchard Park, New York whose principal offices are located at 3552 Southwestern Boulevard, Orchard Park, New York 14127 ("West Herr") is not needed for County purposes and that such land shall be best utilized to the County's and the College's benefit by permitting the County to extend the term of the existing lease of the property for fair and reasonable consideration to West Herr Imports LLC d/b/a West Herr Toyota . Said property will be used as a site for the construction and operation of a parking surface for displaying vehicles for sale by West Herr. The property ("Parcel 1") is adjacent to the West Herr Toyota Dealership at 4141 Southwestern Boulevard in Orchard Park and is more fully described and shown on Exhibit "A" hereto, replacing property lost by West Herr through eminent domain proceedings brought by the State of New York for the reconstruction and widening of Southwestern Boulevard, Route 20. and (ii) that certain additional vacant land comprising approximately 2 acres ("Parcel 2") on the South Campus of Erie Community College is not presently needed for County purposes or public use and that such land as well as a contiguous 1 additional acre ("Parcel 3") shall be best utilized to the County's and the College's benefit by permitting the County to lease the property for fair and reasonable consideration to West Herr. Said property will be used as a site for the construction and operation of a parking surface for displaying vehicles for sale by West Herr. The property is adjacent to property currently under the Lease described above to West Herr, and the parcels are more fully described and shown in Exhibit "A" hereto.

Section 3 - Limitations

A. The County of Erie, on behalf of ECC may enter into an amendment of the existing Lease Agreement for Parcel 1, as well as a new Lease Agreement for Parcels 2 and 3, relating to such surplus vacant land

with West Herr upon such terms and conditions as may be set forth in a resolution enacted by the Erie County Legislature including, but not limited to, the conditions set forth in Section hereafter.

Section 4 – Term of Agreement

A. Notwithstanding the provisions of Section 215 of the County Law or any special act or local law to the contrary, the County of Erie, on behalf of ECC, shall (i) enter into an amendment of the existing Lease Agreement that shall provide for the extension of the lease for Parcel 1 for an additional six (6) year term and an additional five (5) year term, beyond the remaining two (2) five (5) year renewal terms originally contemplated in the existing Lease Agreement, at the option of West Herr upon written notice to the County at any time prior to the end of a renewal term, which amendment shall become effective upon the approval of the Erie County Legislature and (ii) enter into a new Lease Agreement that shall provide for the lease of said Parcel 2 for an initial term of five (5) years which shall begin as soon as practical upon the approval of the Erie County Legislature; provided, however, that West Herr shall have the right to renew the Lease for up to four (4) additional five (5) year terms upon written notice to the County at any time prior to the end of the initial term and each renewal term, along with an option to lease Parcel 3.

Section 5 – Severability

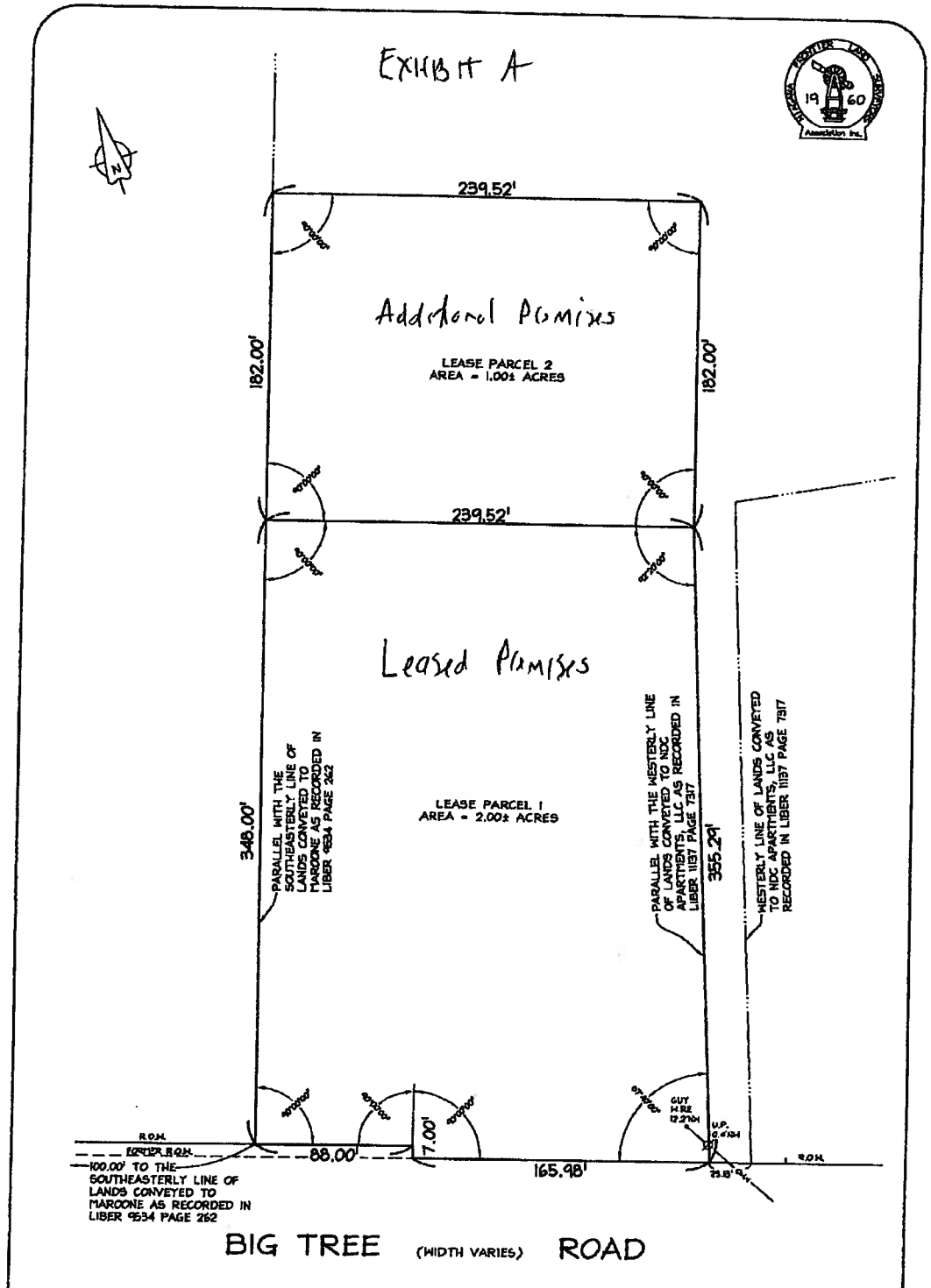
A. If any article, section, subsection, paragraph, phrase or sentence of this local law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion herein.

Section 6 - Effective Date

A. This local law shall take effect immediately upon its filing in accordance with Section 27 of the Municipal Home Rule Law.

Sponsors – Chairman Mills

Exhibit "A"



This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

PART OF LOT : 47 SECTION : TOWNSHIP : 4 RANGE : 7

LOCATION : TOWN OF HAMBURG COUNTY OF ERIE STATE OF NEW YORK SCALE: 1"=50'

Nussbaumer & Clarke, Inc.
Engineers and Surveyors
9556 Lake Shore Road
Buffalo, New York 14219-1494
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KIND	DATE	REQUESTED BY	JOB NO.
LEASE AREA EXHIBIT MAP	03/12/2014	WEST HERR AUTOMOTIVE GROUP, INC.	07.12-0970A-2G1

NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

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Successors to the records of Graf Land Surveyors
Successors to the records of James L. Shisler, Land Surveyor