

LEASE AGREEMENT FOR LEGISLATIVE OFFICE SPACE

Landlord Towne Gardens, LLC Lease Term 1/1/2015-12/31/2015

Mailing Address 440 Clinton Street Term 12 Months
Buffalo, New York 14202 Starting Date 1/1/2015

Tenant **COUNTY OF ERIE**
95 FRANKLIN STREET
BUFFALO, NY 14202

12 Months \$9876.00 At a Monthly rate of \$823.00
(to be paid the first of every month)

Square Feet of Premises 990 Suite No./Floor _____

1. Leased Premises The Landlord has agreed to rent to the Tenant and the Tenant has agreed to rent from the Landlord the following premises:
Office and Facility on premises located at
427 William Street, Buffalo, NY 14204
Utilities Included

2. Use The Tenant agrees not to use the premises for any other Purpose than office space for the Erie County Legislator Barbara Miller-Williams.

3. Assign and Sublease The Tenant must not sublease or assign this lease to anyone Else. If the Tenant lets anyone else use the premises, the Landlord has the right to cancel the Lease as is states in the Tenants Violations and Landlord's Remedies Section 10.

4. Rent The Tenant agrees to pay the rent on the first day of every month at the Landlord's Mailing Address.

5. Right of Landlord to Show Premises and to Place Signs Thereon Tenant agrees to allow the Landlord, in person or by agent, to enter the said premises at all reasonable times of the day and to allow the Landlord, or his agent, to place on or about said Premises, notices indicating the premises are for sale or Rent; and to allow the Landlord, or his agent, to enter upon and pass through and over premises for purposes of showing the same to persons wishing to purchase or lease the same.

- 6. Utilities
The Landlord shall provide at no cost to the Tenant all utilities: Including light, heat, water and sewer.
- 7. Air Conditioning
The Landlord agrees that the space shall be air conditioned.
- 8. Snow Removal
The Landlord agrees to maintain the structure of the building And to keep all walks, driveways and entrances free of snow and ice.
- 9. End of Term
The Tenant must return the premises broom-clean at the expiration of the lease to the Landlord and in the same condition as when taken, reasonable wear and tear thereof accepted.
- 10. Number Clauses
Every Numbered Clause herein contained is hereby made a condition.
- 11. Fire Conditions
In case the premises herein leased shall be partially damaged by by fire, the same shall be repaired as speedily as possible by the Landlord. In case the premises shall be totally destroyed by fire, or so much damaged as to render the untenable , either party hereto may serve personally, or by registered mail, upon the other party within ten days after such fire, a thirty-day written notice of the intention of such party to terminate this lease and the term therein provided for and at the end of such thirty days the tenant shall pay all rent to the date of said fire and surrender up to the owner and premise discharge of this lease.
- 12. Rules
Tenant must comply with Landlord's Rules. Notice of Rules will be posted or given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another Tenant violates the Rules. Tenant receives no rights under the Rules.
- 13. Executory
This agreement shall be deemed executory to the extent of monies available in the yearly budget of the County of Erie as approved. No liability shall be incurred by the County of Erie beyond such monies as made available for the purpose therefore.
- 14. Changes
This lease may be changed only by an agreement in writing Signed by and delivered to each party.
- 15. Effective Date and Signatures
Landlord and Tenant agree that this agreement is effective as of the date that both parties have completed copies and are

signing as of the date at the top of the Lease.

16. Termination

This Lease is automatically terminated in the event that Legislator Barbara Miller-Williams ceases to be a member of the Erie County Legislature representing the 1st District.

17. Indemnity

The Landlord agrees to defend, hold harmless and indemnify the said County of Erie and Legislator Barbara Miller-Williams, staff, and invitees from all claims arising out of the acts or omissions of the Landlord, agents, employees, or subcontractors, and from all claims resulting from the Landlord's ownership of the building.

18. Insurance

Landlord agrees to provide written proof to the said County of Erie of the existence of structural insurance coverage and Liability insurance, together with any endorsements referring to contents.

19. Substitution and Relocation of Premises

Except as otherwise provided for in the Lease, Landlord may, upon giving Tenant ninety (90) days prior written notice, relocate Tenant to other space within the Shopping Center, which can include the middle portion of the plaza, which space shall have comparable visibility, be approximately the same size, and include similar leasehold improvements. In no event shall the monthly Base Rent increase or exceed the monthly Base rent outlined herein for the original space and the Landlord shall be responsible for all reasonable costs associated with the relocation including, but not limited to, the physical relocation, equipment relocation, printing of new stationary, advertising costs and new signage. Landlord agrees that such relocation shall be made during evenings, weekends or at such other times reasonably requested by Tenant so as to incur the least amount of inconvenience to the Tenant's business.

Tenant has read this lease. All promises made by the Landlord are in this lease. There are no others. This lease is authorized by resolution, adopted by the Erie County Legislature on , item , page , and by resolution adopted item , page , of the Legislature's proceedings.

Lat Williams
Landlord or Agent of Landlord

Barbara Melis Wilbur
Erie County Legislator
1st District
Franklin Cleveland
Witness:

Erie County Executive

Assistant Erie County Attorney
Approved as to Form

Erie County Director of Real Estate
Approved as to Form

Document No.: _____
Date: _____

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Scott Danahy Naylon LLC
 300 Spindrift Drive
 Williamsville, NY 14221
 716 633-3400

CONTACT NAME:
 PHONE (A/C No, Ext): 716 633-3400 FAX (A/C, No): 716 633-4306
 E-MAIL ADDRESS:

INSURED
 Towne Gardens LLC
 P.O. Box 340176
 Brooklyn, NY 11234

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Main Street America Assurance	29939
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				BPU9398F	01/01/2015	01/01/2016	EACH OCCURRENCE	\$1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
									\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE	\$
								AGGREGATE	\$
									\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A			PER STATUTE	OTH-ER
								E.L. EACH ACCIDENT	\$
								E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Strip Plaza located at 421-465 William St. Buffalo, NY

CERTIFICATE HOLDER

Towne Gardens LLC
 P.O. Box 340176
 Brooklyn, NY 11234

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Blair Leachman

Comm. 19E-2