

LOCAL LAW INTRO. NO. ____ - 2022

A Local Law authorizing the County of Westchester to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus in the Valhalla section of the Town of Mt. Pleasant, New York.

NOW, THEREFORE, BE IT ENACTED by the County Board of the County of Westchester as follows:

Section 1. The County of Westchester ("County") is hereby authorized to amend lease agreements with New York Medical College for the County-owned buildings known as: 1) Sunshine Cottage, 2) Vosburgh Pavilion, and 3) the Old Commissioner's House, located on the Grasslands Campus (also known as the Grasslands Reservation and the Valhalla Campus at Grasslands) in the Valhalla section of the Town of Mt. Pleasant, New York in order to include the land located beneath each of the three (3) aforementioned buildings as part of their respective leases and also to remove any obligations or responsibilities that the County has to maintain the land surrounding these buildings.

§2. The County Executive or his authorized designee is hereby authorized to execute any instruments and to take any action necessary and appropriate to effectuate the purposes hereof.

§3. This Local Law shall take effect upon the effective date of Local Law Intro. No. ____ - 2022 entitled "A Local Law amending Section 104.11(5)(f) of the Laws of Westchester County to provide the County of Westchester authority to enter into a lease agreement for approximately 17.46 acres of County-owned property located in the Grasslands Campus in the Valhalla section of the

Town of Mt. Pleasant, New York with New York Medical College, its successors or assigns, for a term not to exceed ninety-nine (99) years.”

AMENDMENT TO LEASE AGREEMENT

(Sunshine Cottage)

THIS AMENDMENT TO THE AGREEMENT OF LEASE, dated as of _____, 2022 (hereinafter, "this Amendment"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 ("County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and the NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

W I T N E S S E T H

WHEREAS, on or about January 29, 1982, the County and the NYMC entered into four (4) lease agreements for the lease by NYMC of four (4) County-owned buildings located at Grasslands Reservation in Valhalla, New York ("Grasslands Reservation") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion and (iv) the Old Commissioner's House. (The aforementioned lease for the Munger Pavilion shall be referred to hereinafter as the "1982 Munger Lease" and the leases for Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House shall be collectively referred to hereinafter as the "Other 1982 Building Leases"); and

WHEREAS, the Other 1982 Building Leases and the 1982 Munger Lease each commenced on January 29, 1982 with thirty (30) year terms, and were each renewed for an additional thirty (30) years on January 29, 2012; and

WHEREAS, on even date herewith, the Parties mutually terminated the 1982 Munger Lease early and entered into a new ninety-nine (99) year lease agreement (hereinafter the "New Munger Lease") for the Munger Pavilion and the land surrounding each of the four (4) above named County-owned buildings at the Grasslands Reservation; and

WHEREAS, the Other 1982 Building Leases remain in full force and effect, however, the parties wish to amend each of the Other 1982 Building Leases in in order to reflect that the land surrounding the four (4) above named County-owned buildings at the Grasslands Reservation (the "New Munger Lease Land") are now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further

obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease, and in order to amend the description of the leased premises as they are defined in the Other 1982 Building Leases, to include the land upon which the Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House are located, respectively; and

WHEREAS, by Local Law No. _____ of the Westchester County Board of Legislators approved on _____ and Resolution of the Westchester County Board of Acquisition and Contract approved on _____ the County is authorized to enter into this Amendment of Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge and agree that, the lease for the building known as Sunshine Cottage (the "Lease") is hereby amended in order to reflect that the New Munger Lease Land is now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease. Therefore, the last sentence in the second paragraph of Section 4.01, and the entirety of Sections 1.01.2, 4.03 and 5.02 of the Lease are hereby deleted.

2. The parties acknowledge and agree that, the Lease is hereby further amended in order to amend the description of the leased premises as it is defined in the Lease to include the land upon which Sunshine Cottage is located is a part of the leased area and make it a part of and subject to the Lease. Therefore, Section 1.01.1 of the Lease, entitled "Demised Premises" is hereby revised in order to add and incorporate the land upon which Sunshine Cottage is located as a portion of the Demised Premises.

3. The provisions of the New Munger Lease that relate to the use, maintenance and/or repair of the New Munger Lease Land are hereby incorporated into and made a part of the Lease. If there is any conflict between the provisions of the Lease and the New Munger Lease as they relate to the use, maintenance and/or repair of the New Munger Lease Land and any improvements constructed or placed thereupon or under, the provisions of the New Munger Lease shall govern.

4. Except as amended herein, all of the other terms, covenants and conditions of the Lease, as amended, are and shall remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the NYMC and the County have executed this Amendment to the Lease Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester

s:JPI/DPIW/NYMC/Lease Amendment.Sunshine.Cottage.4.21.22

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2021 before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

AMENDMENT TO LEASE AGREEMENT
(Vosburgh Pavilion)

THIS AMENDMENT TO THE AGREEMENT OF LEASE, dated as of _____, 2022 (hereinafter, "this Amendment"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 ("County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and the NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

W I T N E S S E T H

WHEREAS, on or about January 29, 1982, the County and the NYMC entered into four (4) lease agreements for the lease by NYMC of four (4) County-owned buildings located at Grasslands Reservation in Valhalla, New York ("Grasslands Reservation") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion and (iv) the Old Commissioner's House. (The aforementioned lease for the Munger Pavilion shall be referred to hereinafter as the "1982 Munger Lease" and the leases for Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House shall be collectively referred to hereinafter as the "Other 1982 Building Leases"); and

WHEREAS, the Other 1982 Building Leases and the 1982 Munger Lease each commenced on January 29, 1982 with thirty (30) year terms, and were each renewed for an additional thirty (30) years on January 29, 2012; and

WHEREAS, on even date herewith, the Parties mutually terminated the 1982 Munger Lease early and entered into a new ninety-nine (99) year lease agreement (hereinafter the "New Munger Lease") for the Munger Pavilion and the land surrounding each of the four (4) above named County-owned buildings at the Grasslands Reservation; and

WHEREAS, the Other 1982 Building Leases remain in full force and effect, however, the parties wish to amend each of the Other 1982 Building Leases in in order to reflect that the land surrounding the four (4) above named County-owned buildings at the Grasslands Reservation (the "New Munger Lease Land") are now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further

obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease, and in order to amend the description of the leased premises as they are defined in the Other 1982 Building Leases, to include the land upon which the Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House are located, respectively; and

WHEREAS, by Local Law No. _____ of the Westchester County Board of Legislators approved on _____ and Resolution of the Westchester County Board of Acquisition and Contract approved on _____ the County is authorized to enter into this Amendment of Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge and agree that, the lease for the building known as Vosburgh Pavilion (the "Lease") is hereby amended in order to reflect that the New Munger Lease Land is now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease. Therefore, the last sentence in the second paragraph of Section 4.01, and the entirety of Sections 1.01.2, 4.03 and 5.02 of the Lease are hereby deleted.

2. The parties acknowledge and agree that, the Lease is hereby further amended in order to amend the description of the leased premises as it is defined in the Lease to include the land upon which Vosburgh Pavilion is located is a part of the leased area and make it a part of and subject to the Lease. Therefore, Section 1.01.1 of the Lease, entitled "Demised Premises" is hereby revised in order to add and incorporate the land upon which Vosburgh Pavilion is located as a portion of the Demised Premises.

3. The provisions of the New Munger Lease that relate to the use, maintenance and/or repair of the New Munger Lease Land are hereby incorporated into and made a part of the Lease. If there is any conflict between the provisions of the Lease and the New Munger Lease as they relate to the use, maintenance and/or repair of the New Munger Lease Land and any improvements constructed or placed thereupon or under, the provisions of the New Munger Lease shall govern.

4. Except as amended herein, all of the other terms, covenants and conditions of the Lease, as amended, are and shall remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the NYMC and the County have executed this Amendment to the Lease Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester

s: JPI/DPW/NYMC/Lease Amendment, Vosburgh Pavilion, 4.21.22

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2021 before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

AMENDMENT TO LEASE AGREEMENT
(Old Commissioner's House)

THIS AMENDMENT TO THE AGREEMENT OF LEASE, dated as of _____, 2022 (hereinafter, "this Amendment"), by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and principal place of business at the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601 ("County" or "Landlord")

and

NEW YORK MEDICAL COLLEGE, a not-for-profit corporation organized and existing under the laws of the State of New York, having an office and principal place of business at Administration Building, Sunshine Cottage Road, Valhalla, New York 10595 ("NYMC" or "Tenant").

The County and the NYMC hereinafter referred to each as a "Party" or collectively as the "Parties".

WITNESSETH

WHEREAS, on or about January 29, 1982, the County and the NYMC entered into four (4) lease agreements for the lease by NYMC of four (4) County-owned buildings located at Grasslands Reservation in Valhalla, New York ("Grasslands Reservation") known as: (i) Munger Pavilion, (ii) Sunshine Cottage, (iii) Vosburgh Pavilion and (iv) the Old Commissioner's House. (The aforementioned lease for the Munger Pavilion shall be referred to hereinafter as the "1982 Munger Lease" and the leases for Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House shall be collectively referred to hereinafter as the "Other 1982 Building Leases"); and

WHEREAS, the Other 1982 Building Leases and the 1982 Munger Lease each commenced on January 29, 1982 with thirty (30) year terms, and were each renewed for an additional thirty (30) years on January 29, 2012; and

WHEREAS, on even date herewith, the Parties mutually terminated the 1982 Munger Lease early and entered into a new ninety-nine (99) year lease agreement (hereinafter the "New Munger Lease") for the Munger Pavilion and the land surrounding each of the four (4) above named County-owned buildings at the Grasslands Reservation; and

WHEREAS, the Other 1982 Building Leases remain in full force and effect, however, the parties wish to amend each of the Other 1982 Building Leases in in order to reflect that the land surrounding the four (4) above named County-owned buildings at the Grasslands Reservation (the "New Munger Lease Land") are now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further

obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease, and in order to amend the description of the leased premises as they are defined in the Other 1982 Building Leases, to include the land upon which the Sunshine Cottage, Vosburgh Pavilion and the Old Commissioner's House are located, respectively; and

WHEREAS, by Local Law No. _____ of the Westchester County Board of Legislators approved on _____ and Resolution of the Westchester County Board of Acquisition and Contract approved on _____ the County is authorized to enter into this Amendment of Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. The parties acknowledge and agree that, the lease for the building known as the Old Commissioner's House (the "Lease") is hereby amended in order to reflect that the New Munger Lease Land is now part of and subject to the terms and conditions contained in the New Munger Lease, and that the County shall have no further obligations for repair or maintenance of the New Munger Lease Land, except as specifically set forth in the New Munger Lease. Therefore, the last sentence in the second paragraph of Section 4.01, and the entirety of Sections 1.01.2, 4.03 and 5.02 of the Lease are hereby deleted.

2. The parties acknowledge and agree that, the Lease is hereby further amended in order to amend the description of the leased premises as it is defined in the Lease to include the land upon which the Old Commissioner's House is located is a part of the leased area and make it a part of and subject to the Lease. Therefore, Section 1.01.1 of the Lease, entitled "Demised Premises" is hereby revised in order to add and incorporate the land upon which the Old Commissioner's House is located as a portion of the Demised Premises.

3. The provisions of the New Munger Lease that relate to the use, maintenance and/or repair of the New Munger Lease Land are hereby incorporated into and made a part of the Lease. If there is any conflict between the provisions of the Lease and the New Munger Lease as they relate to the use, maintenance and/or repair of the New Munger Lease Land and any improvements constructed or placed thereupon or under, the provisions of the New Munger Lease shall govern.

4. Except as amended herein, all of the other terms, covenants and conditions of the Lease, as amended, are and shall remain in full force and effect and are hereby ratified and confirmed.

5. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the NYMC and the County have executed this Amendment to the Lease Agreement as of the day and year first above written.

THE COUNTY OF WESTCHESTER

By: _____
Name:
Title:

NEW YORK MEDICAL COLLEGE

By: _____
Name:
Title:

Authorized by the Westchester County Board of Legislators by Local Law _____ at a meeting held on _____, 2022.

Authorized by the Board of Acquisition and contract of the County of Westchester at a meeting held on _____, 2022.

Approved:

Sr. Assistant County Attorney
County of Westchester

s: JPI/DPW/NYMC/Lease Amendment, Old Commissioner's House, 4.21.22

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

(NYMC)

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

CERTIFICATE OF AUTHORITY
(NYMC)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date