

Yonkers Parking Authority
Regular Board Meeting of June 29, 2021

Resolution No. 2021-09: Approve First Amendment to Lease of Chicken Island Property,
Effective June 23, 2021 – June 23, 2022

Moved: Jeremiah J. Jerome
Second: Dennis Gallego
Vote: 3-0
Yea: Steven J. Levy, Jeremiah J. Jerome, Dennis Gallego,
Nay: None
Abstain: None
Absent: Luis Eleutice, Robert Vitulli

WHEREAS, the real property described as Section 1, Block 483, Lot 60 in the City of Yonkers, and also known as and commonly referred to as “Chicken Island” (the “Site”), was previously sold by the City to Chicken Island AMS Yonkers LLC; and

WHEREAS, the Yonkers Parking Authority desires to continue providing public parking spaces on the Site; and

NOW, THEREFORE BE IT RESOLVED, that the Yonkers Parking Authority Board hereby affirms and authorizes the Authority’s administrative staff to execute the proposed First Amendment to Lease between the Yonkers Parking Authority and Chicken Island AMS Yonkers LLC for a term of one year, effective June 23, 2021 through June 23, 2022, and at a lease cost of two hundred thousand dollars (\$210,000.00) per annum reflecting an increase of five (5%) per cent.

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (“Amendment”) is made and entered into effective as of the _____ day of June, 2021 by and between CHICKEN ISLAND AMS YONKERS LLC (“Landlord”) and the YONKERS PARKING AUTHORITY (“Tenant”).

RECITALS:

WHEREAS, Landlord and Tenant previously entered into that certain Lease dated June 24, 2019 (the “Lease”) leasing unto Tenant certain premises commonly known as Section 1, Block 983, Lot 60, Yonkers, New York and as more particularly described in the Lease (the “Premises”), a memorandum of which Lease was recorded in the Westchester County Clerk’s office on June 28, 2019 as Control Number 591623601; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as hereinafter provided.

NOW, THEREFORE, for and in consideration of the Lease, this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. The above recitals are hereby incorporated as a material part of this Amendment with the same force and effect as if restated in full in this paragraph.
2. All terms used in this Amendment which are defined in the Lease shall have the same meaning in this Amendment as such terms have in the Lease, as amended herein.
3. Landlord and Tenant hereby agree that the Initial Term under the Lease commenced on June 24, 2019 and the current Term is scheduled to end on June 23, 2021 (unless sooner terminated as provided in the Lease).
4. Landlord and Tenant hereby agree to extend the Term through June 23, 2022 (unless sooner terminated as provided in the Lease). Tenant has no right or option to extend the Term of the Lease beyond June 23, 2022.
5. Effective as of June 24, 2021, Fixed Rent payable under the Lease will be payable at the rate of \$210,000.00 per annum. Tenant’s obligation to pay all items of Additional Rent shall continue as set forth in the Lease.
6. Section 2 of the Lease is hereby amended to add the following text to the end of such provision: “Notwithstanding (and without limiting) the foregoing, Tenant shall give Landlord ten (10) days written notice prior to any use of the Premises for any purpose other than as a parking facility.”
7. Tenant (i) acknowledges that it is in possession of the Premises and that the Premises are in satisfactory condition, and (ii) agrees that Landlord shall have no obligation to do any work, provide any materials or equipment, make any installations or alteration of any kind in or to the Premises and/or incur any cost or expense to prepare same for Tenant’s continued occupancy during the extended Term of the Lease or, in lieu of the foregoing, to provide any allowance or

contribution to Tenant.

8. Notwithstanding anything to the contrary set forth in the Lease, Landlord shall have the right to, and to permit its agents and representatives to, enter onto the Premises during the Term of the Lease (as extended hereby) to perform various inspections and predevelopment activities in connection with Landlord's contemplated development of the Premises following the expiration of the Lease, including without limitation performing borings and other soil tests, and installing footings and foundations. Landlord shall give Tenant not less than five (5) days prior notice of any such activities (which notice may be given by email to gail.burns@ypa.yonkersny.gov). In the event any such activities consist of more than a mere "walk-through" or visual inspection of the Premises, Landlord shall provide (or cause its agents or contractors to provide) (i) liability insurance naming Tenant as an additional insured with a minimum coverage amount of not less than One Million Dollars (\$1,000,000.00), together with (ii) evidence of worker's compensation insurance for all persons performing such inspections or activities. There shall be no abatement or other reduction in Fixed Rent or Additional Rent as the result of any such activities provided, however, that in the event Tenant shall determine that such activities materially interfere with Tenant's use of the Premises for the purposes set forth in the Lease, Tenant shall have the right, as its sole remedy, on not less than thirty (30) days' notice to Landlord, to terminate this Lease, provided, however, that if Landlord shall give notice to Tenant prior to the expiration of such thirty (30) day period that Landlord shall discontinue all such predevelopment activities on the Premises, Tenant's notice of termination shall be void and of no force or effect.
9. The parties executing this Amendment represent and warrant they are authorized to execute the same.
10. Except as amended hereby, the Lease remains in full force and effect. All terms, covenants, and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Landlord and Tenant enforceable according to the terms thereof. In the event there is a conflict between the terms and provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall control.
11. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
12. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. Once executed, this Agreement merges with and becomes part of the Lease.

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intentionally]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

LANDLORD:

CHICKEN ISLAND AMS YONKERS LLC

By: _____

Name:

Title: Authorized Signatory

TENANT:

YONKERS PARKING AUTHORITY

By: _____

Name:

Title: