

AMENDMENT TO AIRPORT REAL PROPERTY LEASE AGREEMENT

THIS AMENDMENT TO AIRPORT REAL PROPERTY LEASE AGREEMENT (hereinafter "Lease Agreement"), is made as of the ___ day of July, 2017 by and between the COUNTY OF WARREN (hereinafter referred to the "County"), a municipal corporation existing under and by virtue of the laws of the State of New York and acting pursuant to the provisions of Section 352 of the General Municipal Law of the State of New York and SCHERMERHORN AVIATION, LLC, a limited liability company organized and existing under the laws of the State of New York, having an office located at 536 Bay Road, Suite 2, Queensbury, New York 12804, (hereinafter "Tenant").

RECITALS

WHEREAS, the County and the Tenant entered into a Airport Real Property Lease Agreement on June 22, 2017 for lease of a portion of a municipal airport located in the Town of Queensbury, County of Warren, State of New York, which is known as the Floyd Bennett Memorial Airport for the express purpose of allowing the construction, maintenance and use of one (1) aircraft hangar known as "Hangar #5" and more particularly described and depicted in the Lease Agreement, and

WHEREAS, the Lease Agreement provides for a total ground space of 14,300 square feet and depicted in a map annexed to the Lease as Schedule "A", and

WHEREAS, the parties now desire to amend the Lease Agreement to provide for a different size and location of the leased premises as more particularly described in the survey drawing attached as Schedule "A" hereto.

NOW, therefore, the parties hereto amend the Lease Agreement as follows:

1. The Schedule "A" of the original Lease of Agreement is deleted and replaced by Schedule "A" attached hereto which shall be deemed to be incorporated into the Lease Agreement in its entirety and which describes and shows the entire leased premises. Article 1 of the Lease Agreement is hereby amended to reflect the entire expanded premises. The change of size expands the leased premises from 14,300 square feet to 17,260 square feet to include four marked and dedicated parking spaces as shown on Schedule "A", which Tenant will construct and pave and will maintain, to include snow clearing.
2. Tenant shall continue to have access rights (as set forth in "Article I -PREMISES") to the parking lot and the runway and ramp areas by means of providing a paved

access road from the above-referenced parking spaces to the existing parking lot as shown on Schedule "A". Notwithstanding that Tenant is not leasing the area of the access road, Tenant will construct and maintain, to include snow clearing, the access road and will have a license to use said access road for the business of the hangar and such guests, invitees and others as would normally access the hangar. Construction of the access road will be subject to the approval and documentation requirements for construction set forth in the Lease Agreement.

- 3. Article V - RENT is amended to provide that the current lease rate (\$.29/s.f.) shall be applied to the leased square footage, now 17,260 square feet of land, for a rental amount of \$5,005.40 per year, as adjusted annually as set forth in the lease terms.
- 4. Tenant is hereby granted a license from County to construct and maintain the efficiency of such terrain features and appliances are necessary to mitigate the effects of stormwater runoff from the facilities, including parking, that Tenant creates pursuant to this Lease or other agreements between Tenant and County. Such terrain features are subject to final approval of County's Airport Manager and the Director of the Soil and Water Conservation District, and compliance with applicable governmental stormwater pollution prevention requirements.
- 5. All other terms and conditions of the Lease Agreement not otherwise amended or modified herein shall remain "as is" and in full force and effect.

IN WITNESS WHEREOF, the corporate seals of the parties have been hereto affixed, and this Amendment to the Lease Agreement signed, in duplicate, by the authorized officer of each party on the date above written.

Approved as to Form:

COUNTY OF WARREN

Warren County Attorney

By: _____
RONALD F. CONOVER, Chairman
Board of Supervisors

SCHERMERHORN AVIATION, LLC

By: _____

Title: _____

Date: _____

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

On the ____ day of _____, in the year 2017, 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 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 person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the ____ day of _____, in the year 2017, 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 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 person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE A-MAP OF PREMISES

HANGAR NO. 5

01-250Hangar#5

Revised

May 23, 2016

June 7, 2017

June 27, 2017

Suggested description of lands to be leased by Richard Schermerhorn.

All that certain piece or parcel of land situate, lying and being in the Town of Queensbury, County of Warren and the State of New York, more particularly bounded and described as follows: **BEGINNING** at a point located South 13 degrees, 24 minutes and 28 seconds East, a distance of 456.32 from the southwest corner of the lands of the Greater Glens Falls Transit, that's located on County Line Road; running from said point of beginning, North 87 degrees, 33 minutes and 01 seconds East, a distance of 130.00 feet to a point; thence South 02 degrees, 26 minutes and 59 seconds East, a distance of 110.00 feet to a point; thence South 87 degrees, 33 minutes and 01 seconds West, a distance of 56.00 feet to a point; thence South 02 degrees, 26 minutes and 59 seconds East, a distance of 40.00 to a point; thence South 87 degrees, 33 minutes and 01 seconds West, a distance of 74.00 feet to a point; thence North 02 degrees, 26 minutes and 59 seconds West 150.00 feet to the place and point of beginning, containing 17,260 square feet of land to be the same more or less.

Bearings given in the above description refer to grid North.

SUBJECT to easements of record.

TOGETHER with a temporary construction easement 25 feet wide around the entire perimeter of the above described parcel of land.

TOGETHER with a access license.

Van Dusen & Steves
Land Surveyors
NYS Lic. # 50135



S-1

VANDUSEN & STEVES LAND SURVEYORS
100 Bayland Road
Queensbury, New York 12801

NACE ENGINEERING P.C. ENGINEERS
100 Bayland Road
Queensbury, New York 12801

Drawn: Mark E. Boyd
Date: 7/20/07

**WARREN COUNTY AIRPORT
JET HANGAR #5-B
LAYOUT PLAN**

Town of Queensbury, Warren County, New York

NO.	DATE	DESCRIPTION
3	6/27/07	LEASE AREAS AND ACCESS LINES
2	5/31/07	PROPOSED TOPOGRAPHY & GRADING
1	5/2/07	HANGAR #7 & #8 SITE

