

RESOLUTION NO. 2015115

RE: AUTHORIZING LEASE OF COUNTY PROPERTY TO THE HOPEWELL DEPOT RESTORATION CORPORATION LOCATED AT THE HOPEWELL JUNCTION TRAILHEAD OF THE DUTCHESS RAIL TRAIL IN THE TOWN OF EAST FISHKILL

Legislators HUTCHINGS, FLESLAND, HORTON, WEISS, BORCHERT, ROMAN, SAGLIANO, KELSEY, JETER-JACKSON, MAC AVERY, and FARLEY offer the following and move its adoption:

WHEREAS, the County is the owner of the Dutchess Rail Trail which traverses through the Towns of East Fishkill, Wappinger, LaGrange and Poughkeepsie,

WHEREAS, the section of the Dutchess Rail Trail situated in the Town of East Fishkill is identified as Grid No. 05-6457-01-346751-00 and

WHEREAS, the County and the Hopewell Depot Restoration Corp. entered into a fifteen (15) year Lease Agreement dated October 2, 1997 pursuant to Resolution No. 266 of 1997 that provided for the transfer of the building known as the Hopewell Depot to the Restoration Corp., the granting of an easement for ingress and egress, and permission to restore the Hopewell Depot building, and

WHEREAS, said Lease was amended and extended for another fifteen (15) year period by Resolution No. 2012201, and

WHEREAS, the parties wish to enter into a new Lease, for the term of September 1, 2012 through August 31, 2027, to allow the Restoration Corp. to conduct certain fund raising activities on County owned property and to allow the Restoration Corp. to lease more property in order to construct a signal tower building, and

WHEREAS, the Lease Agreement dated October 2, 1997, County Contract No. 97-0643-8/2012-PW and the Amendments thereto dated August 1, 2011 and September 18, 2012 are hereby terminated and superseded by a new Lease Agreement, now therefore, be it

RESOLVED, that the County Executive or his designee be and hereby is authorized to execute the Lease, in substantially the same form as attached hereto, as well as any and all other documents that may be necessary to effectuate the lease.

CA-078-15 CAB/kvh/R-0659-A
03/13/15 Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of April 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of April 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 1
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Hopewell Depot Restoration Corp lease for additional County property and for additional not-for-profit activities.

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 0
Over Five Years: _____

Additional Comments/Explanation:

The Restoration Corp has been planning to reconstruct a replica Signal Tower at the original location of the historic Signal Tower; this location is just across the WRS DRT from the existing Hopewell Depot. The replica Signal Tower would house education materials, an observation deck and toilet facilities. The Restoration Corp is requesting additional lease space from the County adjacent to the WRS DRT in order to construct this Signal Tower.

In addition, the Restoration Corp would like to be able to hold a variety of fundraising and entertainment events entertainment events in support of the not-for-profit Restoration Corp on the County property that it currently leases and the adjacent County property.

Prepared by: Noel Knille

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this ____ day of _____, 2015, by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "COUNTY") and HOPEWELL DEPOT RESTORATION CORPORATION, a not-for-profit corporation whose address is P.O. Box 1044, 36 Railroad Avenue, Hopewell Junction, New York 12533 (hereinafter referred to as the "RESTORATION CORP.").

WITNESSETH:

WHEREAS, the County is the owner of the William R. Steinhaus Dutchess Rail Trail (WRSVRT), which traverses through the Towns of East Fishkill, Wappinger, LaGrange and Poughkeepsie, and

WHEREAS, the section of the WRSVRT situated in the Town of East Fishkill is identified as tax Grid No. 132800-6357-02-906965-00, and

WHEREAS, the County and the Hopewell Depot Restoration Corp. entered into a fifteen (15) year Lease Agreement dated October 2, 1997 pursuant to Resolution No. 266 of 1997 that provided for the transfer of the building known as the Hopewell Depot to the Restoration Corp., the granting of an easement for ingress and egress, and permission to restore the Hopewell Depot building, and

WHEREAS, said Lease was amended and extended for another fifteen (15) year period by Resolution No. 2012201, and

WHEREAS, the parties wish to further amend the Lease to allow the Restoration Corp. to conduct certain fund raising activities on County owned property and to allow the Restoration Corp. to lease more property in order to construct a signal tower building, and

WHEREAS, the Lease Agreement dated October 2, 1997, County Contract No. 97-0643-8/2012-PW and the Amendments thereto dated August 1, 2011 and September 18, 2012 are hereby terminated and superseded by this Lease Agreement, now, therefore, it is mutually agreed by the parties as follows:

1. LEASE OF LAND. The County hereby leases to the Restoration Corp., for the sum on ONE DOLLAR (\$1.00), receipt of which is acknowledged, two parcels of property designated as Parcel A and B on the survey map which is Exhibit "A" annexed hereto. The metes and bounds descriptions for Parcels A and B are annexed hereto as Exhibit "B".

In addition, the volunteers of the Restoration Corp., along with the visitors to the site have the right to cross over County owned property for the purposes of ingress and egress to the leased premises.

2. USE OF BUILDING AND LANDS.

(a) **Hopewell Depot Building-** The Restoration Corp. shall have the right and obligation to continue to restore the Hopewell Depot building for use as a museum and information center.

(b) **Signal Tower Building-** The Restoration Corp. shall have the right to construct a Signal Tower Building on parcel "B" of the leased premises.

(c) **Permitted Activities-** The Restoration Corp. shall be permitted to

- sell snack type items and beverages from vending machines.
- sell Hopewell Depot memorabilia items such as tee shirts, hats, pins, bags and the like. However, the Restoration Corp. must obtain written permission from the County prior to the sale of concession items that are not memorabilia related.

- conduct fund raising events such as arts and crafts show, yard sales, catered dinners. All fund raising events must be for the benefit of the Hopewell Depot Restoration Corporation.

- conduct public interest or historical type events such as exterior historic informational displays, lectures, conduct school tours,

- have additional structures on the leased premises such as a small storage shed in the back of the Hopewell Depot building and a children's play display e.g. small play train engine.

The Restoration Corp. shall conduct all events/activities on the leased premises in accordance with all federal, state and local laws, rules and regulations. The events/activities shall not take place on any part of the paved surface of the WRSDRT. In addition, the events/activities shall not interfere with the users of the WRSDRT.

3. TERM. The term of this lease shall be for fifteen (15) years, commencing on the 1st day of September, 2012 and ending on the 31st day of August, 2027. This lease may be extended for additional terms of fifteen (15) years each upon the mutual agreement of both parties.

4. IMPROVEMENTS TO HOPEWELL DEPOT BUILDING AND CONSTRUCTION OF THE SIGNAL TOWER BUILDING.

(a) The parties contemplate that the Restoration Corp. will continue to perform certain renovations on the Hopewell Depot building and will make certain improvements to the real property that is part of this Lease Agreement at its sole cost and expense. The renovations and improvements will be done in accordance with all existing federal, state and local laws, rules and regulations. The County consents to the renovations upon the condition that the renovations are

done in accordance with the plans prepared by _____ dated _____ 2014 and submitted to the Commissioner of Public Works for her approval.

(b) The parties contemplate that the Restoration Corp. will construct a signal tower building on parcel "B" at its sole cost and expense. The signal tower building is anticipated to have composting toilets on the first floor and an observation area on the second floor. The Restoration Corp. will conduct all construction activities in accordance with all existing federal, state and local laws and rules and regulations. The County consents to such construction upon the condition that the construction is done in accordance with plans prepared by _____ dated _____ 2014, and submitted to the Commissioner of Public Works for her approval.

(c) The Restoration Corp. shall provide to the Commissioner of Public Works the cost estimate for the construction of the signal tower building for her review and approval. The Restoration Corp. agrees that construction of the signal tower building will not commence until the Restoration Corp. has 100% of the funds necessary to construct the entire signal tower building in a bank account as well as sufficient funds to pay the maintenance of the composting toilets for at least two (2) years and can provide proof of same to the Commissioner of Public Works.

5. POSSIBLE USE OF THE METRO-NORTH RAILROAD COMPANY PARKING LOT.

The County is a party to a License Agreement with Metro-North Railroad Company (MTA) which allows the County to use the parking lot that is in close proximity to the William R. Steinhaus Dutchess Rail Trail for the purpose of "parking and access to the Dutchess County Rail Trail and the Hopewell Depot Station Building, and for no other use whatsoever". The License Agreement has a term of October 30, 2010-October 29,2020 with the option of a ten (10)

year extension. The County is in negotiations with MTA to amend the License Agreement to allow the Restoration Corp. to hold certain activities on the portion of the land leased by Dutchess County from MTA. In the event the License Agreement is amended to allow the Restoration Corp. to conduct certain activities on the portion of the land leased by Dutchess County from the MTA, the Restoration Corp. acknowledges that its ability to hold those activities terminates when the County's License Agreement has expired or is terminated.

6. NOTICE. Except as otherwise provided in this Lease Agreement, a bill, statement, notice or communication required to be given pursuant to this Lease Agreement shall be made in writing and addressed to the following or such other person as the parties may designate:

To the County:

Dutchess County Attorney
22 Market Street
Poughkeepsie, New York 12601

And

Dutchess County Commissioner of Public Works
626 Dutchess Turnpike
Poughkeepsie, New York 12601

To the Restoration Corp.:

Hopewell Depot Restoration Corporation
PO Box 1044, 36 Railroad Avenue
Hopewell Junction, New York 12533

7. DEFENSE AND INDEMNIFICATION

The Restoration Corp. agrees to the fullest extent permitted by law to defend, indemnify and hold the County and its employees harmless from any and all such losses, claims, liens, demands and causes for action, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the County on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Restoration Corp. shall investigate, handle, respond to and defend any such claims, demands or suits at its sole expense, and shall bear all

other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. This indemnification section shall survive the expiration or termination of this Lease Agreement.

In any matter in which indemnification hereunder would violate Section 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to persons or to property caused by or resulting from the sole negligence of Dutchess County employees. The term "employee" shall include all officers, advisory board members and/or volunteers serving the County.

8. INSURANCE REQUIREMENTS. At all times during the term of this Lease Agreement, the Restoration Corp. shall maintain at its own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance.

Worker's Compensation Employer's Liability and Disability Benefits Coverage (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, the Restoration Corp. shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability and Disability Benefits Coverage, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P) and New York State Notice of Compliance - Disability Benefits Law (Form DB-120 or DB-20.1).
- c. In the event the Restoration Corp. is exempt from providing coverage, it must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage: Form CE-200.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Lease Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. All construction, trade contractor, and service maintenance agreements must utilize the additional insured endorsement CG 2037 July 2004 edition. The insurance coverage shall contain a waiver of subrogation in favor of Dutchess County. Acceptable proof of the waiver of subrogation and the County's additional insured status may be evidenced through a copy of the policy form or endorsement.

THE COUNTY MUST BE NAMED AS THE CERTIFICATE HOLDER AND ADDITIONAL INSURED.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A or better. In addition, every policy required above shall be primary insurance and any insurance carried by the County, its officers, or its employees shall be excess and not contributory insurance to that provided by the Restoration Corp. The Restoration Corp. shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

Acceptable proof of the thirty day notice provision may be obtained by submitting a copy of the policy form, endorsement or Acord insurance certificate. On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Restoration Corp. to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Lease Agreement in form and substance acceptable to the County. Failure of the Restoration Corp to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Restoration Corp. from any liability under this Lease Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Restoration Corp. concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the County.

*******The insurance requirements outlined above are applicable to any contractors who are engaged by the Restoration Corp. to conduct the construction, restoration or improvement activities mentioned in this Lease Agreement. All Insurance documentation shall be approved by the County's Director of Risk Management or designee prior to commencement of any work on the leased premises. In addition, all contractors must execute an insurance and indemnification agreement with the County prior to the commencement of any work on the leased premises**

9. MAINTENANCE OF THE STRUCTURES AND REAL PROPERTY. It is understood by the parties that the structures (Hopewell Depot Building and Signal Tower) will remain on County-owned real property and, therefore, the County is concerned with maintenance of the structures and the real property that are the subjects to this agreement. The parties agree

that the Restoration Corp. shall be solely responsible to maintain the buildings and all the real property that are subject to this Lease Agreement in a clean and orderly manner. The Restoration Corp. shall make all repairs or be responsible for all repairs to the buildings. In the event the Restoration Corp. fails to properly maintain or repair the structures or the real property that are the subject of this Lease Agreement, the County has the right, but not the obligation, to do the necessary maintenance or repairs. In the event the County exercises this right, the County will send a statement to the Restoration Corp. seeking reimbursement for the County's costs which the Restoration Corp. agrees to promptly pay.

10. REAL PROPERTY TAXES. In the event the leased premises shall at any time be assessed for real property taxes or other assessments, the Restoration Corp. shall be responsible for payment of same.

11. FIRE OR OTHER CALAMITY. In the event either of the buildings becomes uninhabitable by reason of fire or other calamity, the Restoration Corp. will, at its option, repair, restore or demolish and remove the buildings. The repairs, restoration or demolition and removal must be completed within twelve (12) months of the occurrence.

12. TERMINATION. The County may terminate this Lease Agreement at any time upon one (1) years' notice, in writing, after a finding by the Dutchess County Legislature that the real property upon which either structure is situated is needed for highway or other County purposes.

13. REMOVAL OF STRUCTURES AND RESTORATION OF REAL PROPERTY. In the event this Lease Agreement is terminated for any reason, the Restoration Corp. will make arrangements for the possible removal of the structures. The Restoration Corp. will offer the County the right of first refusal to convey ownership of either or both of the structures. The

County has sixty (60) days to determine if it wants to own either or both structures. In the event the County advises the Restoration Corp. that it does not want to own either or both structures, the Restoration Corp. will make arrangements to locate a suitable owner of the structures or retain ownership of the structures. In either situation, the structures shall be relocated to another location within one year of the date of the County's notification that it does not wish to own the structures.

In the event either or both of the structures are removed, the Restoration Corp. shall restore the real property under and around the structures to the same condition that they were prior to the installation of the structures. Specifically with regard to the signal tower, the waste tanks and concrete foundation shall be removed.

14. NON-ASSIGNMENT. This Agreement may not be assigned by the Restoration Corp. In addition, the Restoration Corp. shall not sublet all or any portion of the premises.

15. NON-WAIVER. Failure to enforce any rights, options or privileges under any provision of this Lease Agreement shall not be deemed a waiver thereof and shall not preclude such enforcement on any subsequent occasion. Further, the failure to enforce one right, option or privilege shall not be deemed a waiver of the right to enforce any other right, option or privilege.

16. SEVERABILITY. If any provision of this Lease Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), Restoration Corp. hereby consents to service of process on it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Restoration Corp.'s actual receipt of process or upon the

County's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Restoration Corp. must promptly notify the County, in writing, of each and every change of address to which service of process can be made. Service by the County to the last known address shall be sufficient. Restoration Corp. will have thirty (30) calendar days after service is complete in which to respond.

18. CAPTIONS. The captions are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope or intent of this Lease Agreement nor in any way affect the terms hereof.

19. ENTIRE AGREEMENT. The terms of this Lease Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Lease Agreement shall be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic Lease Agreement.

20. UNDERLYING AGREEMENT. All other terms and conditions of the underlying agreement, and any amendment thereto not expressly amended or altered by this Lease Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

County Attorney

APPROVED AS TO CONTENT:

Department of Public Works

ACCEPTED : COUNTY OF DUTCHESS

By: _____
Marcus J. Molinaro, County Executive

HOPEWELL DEPOT RESTORATION
CORPORATION

By: _____
Joseph Sullivan, President

Land to be leased to the HOPEWELL DEPOT RESTORATION CORPORATION:

A lease over all that tract or parcel of land situate in the Town of East Fishkill, County of Dutchess, State of New York, bounded and described as follows:

Beginning at a point, said point being 17.0 feet right, measured at a right angle, of station 618+03.96 of the monumented centerline of the former Central New England Railway Company, Poughkeepsie Junction to Hopewell Junction Line, thence $S48^{\circ}11'32''W$, 70.0 feet to a point thence $N41^{\circ}48'28''W$, 50.0 (\pm) feet to station 1402+18.37 on the monumented centerline of the former Beacon to Stissing Junction Branch of the aforementioned Central New England Railway Company, thence northerly along said centerline $N48^{\circ}11'32''E$, 70.0 feet to station 1401+48.37, thence leaving said centerline $S41^{\circ}48'28''E$, 50 feet to the point or place of beginning, being a lease over 0.08 acres, more or less.

Being a Lease over a portion of the lands acquired by Dutchess County from _____ as described in a deed filed in the Office of the County Clerk, County of Dutchess, in Liber of Deeds 1666 at page 184. The aforementioned center lines are as identified and shown on a Rail Road right of Way and Track Map identified as V 80.93 sheet 12, Central New England Railway Company, said map being filed in the Office of the County Clerk, County of Dutchess, as with the above cited deed.

This lease shall include a right of ingress and egress to provide for the reasonable enjoyment of those uses as stipulated in the accompanying agreement over that section of the former rail bed extending from the southwesterly terminus of Turner Street, a Town of East Fishkill Highway, to the above described parcel.

(subject to a disclaimer with regard to a lease of only that interest that the County may have to this property, the description is written as a 70 X 50 box around the building which has dimensions of approximately 45 X 29 as located on the railroad maps. The 70 X 50 appears to have been the limits of the platform around the building.)

RESOLUTION NO. 266 1997

By F
8-11
15

RE: AUTHORIZING LEASE OF COUNTY PROPERTY NOT
NECESSARY FOR PUBLIC USE

Legislators HORTON, NOEL and SWARTZ offer
the following and move its adoption:

WHEREAS, the County is the owner of certain land in the
Town of East Fishkill, identified as Grid No. 05-6457-01-346751-00,
which land is adjacent to the Maybrook Railbed, and

WHEREAS, located on a portion of said land is a building
known as the Hopewell Depot, the former Hopewell Junction railroad
depot, which is in a dilapidated condition and in need of repair,
and

WHEREAS, the Hopewell Depot Restoration Corporation, a
not-for-profit corporation, desires to acquire title to this
building, and to lease a portion of the lands on which the building
is located and make improvements thereon in order to restore the
building and operate it as a museum and center for biking and other
recreational purposes, and

WHEREAS, said land and building is excess and no longer
needed for public use, and

WHEREAS, this Legislature has before it an agreement for
the sale of the Hopewell Depot building, the lease of the land on
which said building is located, and an easement for ingress and
egress to the parcel to Hopewell Depot Restoration Corporation,
and

WHEREAS, this Legislature has by resolution adopted and
confirmed the determination of the Department of Public Works that
the proposed sale and lease of surplus County property will not
have a significant effect on the environment, and

WHEREAS, the transfer of the Hopewell Depot building and
lease of the lands on which said building is located is in the best
interests of the County, now, therefore, be it

RESOLVED, that this Legislature determines that the
property described on Schedule "A" is excess and no longer needed
for public use, and be it

RESOLVED, that the transfer of the building known as the
Hopewell Depot, the lease of land and the granting of an easement
for ingress and egress to the building property, as described on

Schedule "A", to the Hopewell Depot Restoration Corporation for the sum of \$1.00 is hereby approved and the County Executive is hereby authorized to execute such documents to effect the transfer of said building and to execute a lease for the lands, in substantially the same form as attached hereto.

CA-168-97

ld

7/24/97

Fiscal Impact: See attached statement

APPROVED



WILLIAM R. STEINHAUS
COUNTY EXECUTIVE

Date 8/21, 1997

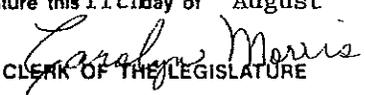
STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 11th day of August 19 97, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 11th day of August 1997

BR-3

Acting  CLERK OF THE LEGISLATURE

RESOLUTION NO. 2012201

RE: AUTHORIZING EXTENSION AND AMENDMENT OF
LEASE AGREEMENT WITH HOPEWELL DEPOT
RESTORATION CORPORATION

Legislators THOMES, WEISS, TRAUDT, HORTON, FLESLAND,
BORCHERT, AMPARO, PERKINS, and MICCIO offer the following and move its
adoption:

WHEREAS, by Resolution No. 256 of 1997 this Legislature adopted and
confirmed the SEQRA review and Negative Declaration regarding the sale of the
building known as Hopewell Depot and the lease of lands on which it is located in the
Town of East Fishkill, and

WHEREAS, under SEQR Section 617.5, which defines Type II actions,
further review under SEQR is not necessary, and

WHEREAS, by Resolution No. 266 of 1997 this Legislature authorized a
Lease Agreement with Hopewell Depot Restoration Corporation which Lease Agreement
expires on August 31, 2012, and

WHEREAS, the Lease Agreement provides for additional extensions in
fifteen year increments and the parties desire to extend and amend the lease agreement, a
copy of the Extension and Amendment to Lease Agreement is annexed hereto, and

WHEREAS, Dutchess County Administrative Code Section 32.01, states
that leases for real property require the Legislature's approval, now therefore, be it

RESOLVED, that this Legislature approves of the Extension and
Amendment to Lease Agreement between the County of Dutchess and Hopewell Depot
Restoration Corporation, and authorizes the County Executive to execute it in
substantially the same form annexed hereto.

CA-102-12
CAB/ca/G-R-0659-A
7/9/12
Fiscal Impact: See attached statement

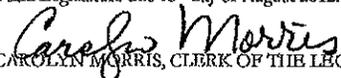
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 8/14/2012

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing
resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 13th day of
August 2012, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 13th day of August 2012.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS
(To be completed by requesting department)

Total Current Year Cost \$ _____

Total Current Year Revenue \$ _____
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Item(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Carol A. Bogle, Senior Assistant County Attorney