

LEASE EXTENSION AND MODIFICATION AGREEMENT

THIS LEASE EXTENSION AND MODIFICATION AGREEMENT is entered into as of this _____ day of June, 2009 by and between **THE CITY OF BUFFALO**, a New York municipal corporation, having an office at City Hall, No. 65 Niagara Square, c/o Room 901, Division of Real Estate, in the City of Buffalo, County of Erie and State of New York 14202 (hereinafter referred to as "City") and **BUFFALO SOCIETY OF NATURAL SCIENCES**, a not for profit corporation having its main office at 1020 Humboldt Parkway, Buffalo, New York (hereafter "Society").

WHEREAS, the City and Society have entered into a lease Agreement (the "Agreement" – a copy of which is attached hereto for ease of reference) dated September 1, 1998 under which Society leases certain premises commonly known as "Tiff Nature Preserve" from City for use as a nature preserve all as more fully described in the Agreement, said premises being located in the City of Buffalo,

WHEREAS, the City and Society desire to hereby amend the terms and provisions of the Agreement as hereinafter more fully set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The expiration of the term of the Agreement is hereby extended from July 6, 2008 through June 30, 2019. By way of clarification, it is expressly agreed that there is no further lease term renewal option for periods of time beyond June 30, 2019

available under the Agreement or under this Lease Extension and Modification Agreement.

2. Paragraph number 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“9. During the term of this Agreement, the City shall not grant any permits for the dumping of any substances in or on the Tift Nature Preserve premises without the prior written consent of the Society.”

3. The last sentence of paragraph number 10 of the Agreement is hereby deleted and replaced with the following:

“The City shall have the unilateral right to grant easements upon, over and or under the Tift Nature Preserve premises in the City’s sole discretion.”

4. Paragraph number 12 of the Agreement is deleted.

5. Paragraph number 15 of the Agreement is amended and updated by replacing the second, third, fourth and fifth sentences of Paragraph 15 with the following:

“Upon execution of this Agreement, the Society shall furnish City with proof of a policy of comprehensive general liability insurance naming the Society as the named insured and naming the City as additional insured and certificate holder, with minimum coverage limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate, with an excess umbrella liability policy in the minimum amount of \$5,000,000, all insuring against loss on account of property damage, bodily injuries to or death of one or more than one person as a result of any one or more accidents or disasters. Society shall pay for such insurance coverage and

shall provide the City with evidence of such insurance coverage by delivering to the City a certificate or certificates of insurance showing such coverage. Such insurance coverage shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Society may maintain such insurance coverage under blanket policies of insurance covering the Tiff Nature Preserve premises and other properties owned or operated or leased by the Society. The Society shall deliver to the City a notice of any cancellation of insurance as well as notices of a renewal or replacement of a policy or policies of insurance to take the place of a policy or policies expiring. Society shall also show City proof of Society's Workers' Compensation Insurance Coverage.

6. The notice provisions as to the City in Paragraph number 23 of the Agreement are hereby updated to provide that notice shall be sent to the City's Division of Real Estate, with copies to the Mayor, the Corporation Counsel and the Commissioner of Public Works, Parks and Streets.
7. Notwithstanding anything in the Agreement or in this Lease Extension and Modification Agreement which could be construed to the contrary, City is not obligated to fund the Society's operations, maintenance and or improvements at the Tiff Nature Preserve.
8. Except for the Agreement amendments set forth in this Lease Extension and Modification Agreement, all other terms and conditions of the Agreement shall remain in place during the Agreement term extension through June 30, 2019.

IN WITNESS WHEREOF, City and Society have caused this Lease Extension and Modification Agreement to be executed pursuant to appropriate authority on the dates set forth below.

APPROVED AS TO FORM ONLY
DAVID RODRIGUEZ
Acting Corporation Counsel

THE CITY OF BUFFALO

By: _____
JOHN V. HEFFRON
Assistant Corporation Counsel

By: _____
BYRON W. BROWN
Mayor

Date: _____

BUFFALO SOCIETY OF NATURAL SCIENCES

By: _____

Its President or Executive Officer

Date: _____

STATE OF NEW YORK }
COUNTY OF ERIE } SS.:

On the day of , in the year 2009, before me the undersigned, a notary public in and for said state, personally appeared Bryon W. Brown, personally known to me or proven to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed same in their capacity, and that by their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK }
COUNTY OF ERIE } SS.:

On the day of , in the year 2009, before me the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proven to me on the basis of satisfactory evidence to be the individual(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed same in their capacity, and that by their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual acted, executed the instrument.

Notary Public