

Confirmed

AMENDMENT TO LEASE
dated November 6, 1964

Between

NIAGARA MOHAWK POWER CORPORATION

and the

CITY OF NORTH TONAWANDA

Dated: April 14, 1971

AMENDMENT TO LEASE

Made this ~~14th~~ day of April, 1971, between NIAGARA MOHAWK POWER CORPORATION, a corporation duly organized and existing under the laws of the State of New York, with its principal office and place of business at 300 Erie Boulevard West in the City of Syracuse, County of Onondaga and State of New York (hereinafter called "Company"), party of the first part, and

CITY OF NORTH TONAWANDA, a domestic municipal corporation with its principal office at City Hall in the City of North Tonawanda, County of Niagara and State of New York (hereinafter called "Lessee"), party of the second part.

W I T N E S S E T H:

WHEREAS, by agreement dated November 6, 1964, the Company leased to the Lessee for park and recreational purposes certain premises in the City of North Tonawanda for a term of five years and agreed to continue said lease on a year-to-year basis from November 1, 1969, with both parties having the right to terminate said lease upon one year's written notice to the other party.

NOW, THEREFORE, in consideration of the payment by the Lessee to the Company of ONE DOLLAR AND NO MORE (\$1.00 and No More) and subject to the terms and conditions of said lease as amended herein, the Company hereby permits the construction, maintenance and operation of a boat launching dock

on the leased premises to be constructed at Lessee's sole cost, expense and risk at the location shown on Lessee's drawings, dated April 3, 1970 and April 16, 1970, and in accordance with the specifications shown thereon which drawings are attached hereto and made a part hereof.

Paragraph 8 of said lease is hereby superseded and amended to read as follows:

8. Because of the exercise of rights under this lease involves additional risk to the Company, Lessee does hereby:

a) Release and waive any and all right to ask for or demand damages from Company for any loss, cost or expense Lessee may sustain as a result of damage to or destruction of said park or boat launching docks whether the same be attributable in whole or in part to the fault, failure or negligence of Company or otherwise.

b) Lessee shall furnish to Company evidence that a public liability insurance policy satisfactory to the Company in the amount of \$500,000.00 for injury to one person and \$1,000,000.00 for any one accident and against liability for damage to property in the amount of \$50,000.00, and not subject to cancellation or material change without ten (10) days' prior written notice to Company, has been issued to Lessee to indemnify Company and Lessee and save them harmless

from all loss, damage or injury to property or persons (including personal injuries resulting in death) arising out of, caused by or in any way connected with the Lessee's use of said premises including the construction, maintenance, operation and repair of boat launching docks and of and from all detriment, damage, loss, claim, demands, sums and expenses connected with such loss, damage or injury whether the loss, damage or injury result to or be sustained by (i) officers, contractors, agents or employees of Lessee or of Company; or (ii) any other persons, firms or corporations; whether the same be attributable in whole or in part to the fault, failure or negligence of Company or otherwise. In the event that Lessee has in force a public liability insurance policy in the above limits, then Lessee shall obtain an endorsement naming Company as an insured party so as to indemnify Company and Lessee as previously set out in this paragraph (b).

c) Lessee hereby further agrees that it shall require any contractors or subcontractors prior to performing any work pursuant to this easement to furnish the Company evidence that public liability insurance policies satisfactory to the Company and not subject to cancellation or material change without ten (10) days' prior written notice to the Company, have been issued to such contractors, which

policies or equally satisfactory renewals or extensions thereof shall be maintained in force until completion of the construction, insuring the contractor or any subcontractors against liability for injuries to persons (including death at any time resulting therefrom) resulting or arising from or connected with the contractor's operations pursuant to this easement in the amount of \$500,000.00 for any one person and \$1,000,000.00 for any one accident and against liability for damage to property in the amount of \$50,000.00. Such policies shall bear an endorsement showing coverage for indemnity to the Company and Lessee to the same extent as that of subparagraph (b) of this Article 8.

All other provisions of lease dated November 6, 1964 including but not limited to the rent in terms shall remain in full force and effect.

Witness the hands and seals of said parties the day and year first above written.

NIAGARA MOHAWK POWER CORPORATION

By /s/ Richard F. Torrey
Vice President

CITY OF NORTH TONAWANDA

By /s/ Paul A. Rumbold
Mayor

STATE OF NEW YORK)
COUNTY OF ERIE : ss.:
CITY OF BUFFALO)

On this 14th day of April, 1971, before me the subscriber, personally came RICHARD F. TORREY, to me known, who being by me duly sworn did depose and say that he resides in the Town of Amherst, County of Erie, State of New York; that he is a Vice President of NIAGARA MOHAWK POWER CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

/s/ Cecelia F. Boutet
Notary Stamp

STATE OF NEW YORK)
COUNTY OF NIAGARA : ss.:
CITY OF NORTH TONAWANDA)

On this 4 day of August, 1971, before me the subscriber personally came DONALD C. HOLST, to me known, who being by me duly sworn, did depose and say that he resides in the City of North Tonawanda, County of Niagara and State of New York; that he is the Mayor of the City of North Tonawanda, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that it was so affixed by order of the Common Council of said corporation, and that he signed his name thereto by like order and pursuant to the charter of said City.

/s/ Patricia A. Sukiennik
Notary Stamp