

LOCAL LAW NO. – 2009

A LOCAL LAW authorizing the County of Westchester to enter into a lease agreement with Brooks Shopping Centers, LLC for the lease of space located at the Cross County Shopping Center for a ten (10) year term.

NOW, THEREFORE, BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester, acting by and through Westchester Community College (“WCC”), is hereby authorized to enter into a lease agreement with Brooks Shopping Centers, LLC (“Landlord”) for approximately 12,165 square feet of space located at the Cross County Shopping Center (“Center”) for a ten (10) year term commencing on May 1, 2010, with the existing lease for 10,700 square feet of space at the Center terminating on April 30, 2010.

§2. The annual fixed rent, which includes rent, maintenance, cleaning, taxes, and build out costs under the new lease will be as follows:

May 1, 2010 - Aug. 31, 2010	\$355,582.95	Ann. rent (\$29.23 sq. ft.)
Sept. 1, 2010 - Aug. 31, 2011	\$362,694.61	Ann. rent (\$29.81 sq. ft.)
Sept. 1, 2011 - Dec. 31, 2012	\$480,517.50	Ann. rent (\$39.50 sq. ft.)
Jan. 1, 2013 - Dec. 31, 2013	\$494,933.03	Ann. rent (\$40.69 sq. ft.)
3% annual increase effective every January thereafter until lease expiration on April 30, 2020.		

The annual fixed rent excludes electric and gas utilized in the leased premises, which shall be the responsibility of WCC. The Landlord has agreed to provide a sign for WCC and install it on the Landlord’s building, which sign shall comply with the Landlord’s regulations and applicable municipal codes. WCC shall thereafter be responsible for the maintenance of the sign. The Landlord has also agreed to reimburse the County for the expenses related to moving WCC into the new space. The construction cost to build out the space in accordance with WCC’s specifications is estimated to be \$1,934,000. The Landlord has also agreed to cover an

additional \$10 per square foot for signage costs, moving costs and any unanticipated increases in construction costs, including any change orders, thereby agreeing to pay up to \$2,055,650. Any moving, construction and signage costs in excess of \$2,055,650 shall be the responsibility of WCC. Security will be provided on the Center property, excluding the leased space, which shall be the responsibility of WCC.

§3. The County Executive or his duly authorized designee, is hereby authorized to execute and deliver all instruments approved as to form and substance by the County Attorney as are necessary and appropriate to effectuate the purposes of this Local Law.

§4. This Local Law shall take effect immediately.