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DATED the 1st. day of JANUARY, 2007.

**BY AND BETWEEN:**

TOWN OF URBANA, A Municipal Corporation duly organized and operating under the Laws of the State of New York, having its principal offices at 41 Lake Street, in the Village of Hammondsport, Town of Urbana, County of Steuben and State of New York, 14840, hereinafter referred to as "LESSOR",

AND

THE VILLAGE OF HAMMONDSPORT, a Municipal Corporation duly organized and operating under and by virtue of the Laws of the State of New York having its offices at 41 Lake Street, in the Village of Hammondsport, Steuben County, New York , hereinafter referred to as "LESSEE".

**WITNESSETH:**

**FIRST:** Lessor has agreed to let and does hereby let, and the Lessee has agreed to take, and does hereby take, from the Lessor the original main floor

portion of the Old Depot Building located on Water Street in the Village of Hammondsport which consists of three (3) area rooms and one rest room.

The first floor addition to the Depot Building containing the rest rooms, changing rooms, utility room, etc. shall be reserved for the use of the Town of Urbana and is not included as part of any Lease Agreement.

However, in connection therewith, the Village of Hammondsport may use the restroom facilities situate in the aforesaid first floor addition whenever such use might become necessary.

**SECOND: *TERMS OF LEASE***

1. This Agreement shall embrace a period of ten (10) years beginning on January 1, 2007 and ending December 31, 2016.

The utility charges shall begin on January 1, 2007 and all following leasehold periods shall likewise begin on January 1st and end on December 31st.

There will be no monthly rental payments by the Village nor shall the Town require a security deposit from the Village.

2. The Village shall pay the entire heating bill for the Depot, the entire electric bill for the first floor ( two

separate meter readings - two meters), the entire water bill for the building, its own telephone, cable, Internet service(s) and custodial service for its offices. The Village shall also be responsible for snow removal in front of the Depot Building. General maintenance of the building shall be the responsibility of the Town of Urbana.

The first bills to be paid by the Village shall become due and payable in January of 2007. The final bills during the lease/rental period shall become due and payable during the month of December of the terminal year of the Lease Agreement.

3. The Village may move its offices to the Depot Building at any time subsequent to the signing of the Lease Agreement. They do not need to wait until January 01, 2007.
4. The permanent records of the Village may be left in the basement storage area now used by both the Village and the Town. These records may be left there until such time as a new location is determined and, possibly, permanently remain in their present location.

**THIRD:** The Lessor shall pay all real estate taxes and assessments levied against said premises.

**FOURTH:** The Lease shall not be assigned, nor shall the premises be sublet, by the Lessee without the written consent of the Lessor.

**FIFTH:** The Lessor, at its own proper cost and expense, shall make all repairs structural in nature to said premises during the term of this Lease.

**SIXTH:** The Lessee shall, at its own proper cost and expense, do all interior repairs other than those of a structural nature, during the leasehold period.

**SEVENTH:** The Lessor, and/or its agents, may enter said premises at all reasonable times for the purpose of making such repairs or alterations therein as it may deem necessary for the safety, preservation or improvement of said premises or of the said building or for routine inspections. Other than for emergency type repairs, Lessor shall endeavor to give Lessee reasonable notice and to arrange a mutually convenient schedule for accomplishing them.

**EIGHTH:** The Lessee shall make no major alterations in, nor additions to, these premises without first obtaining the written consent of the Lessor, and any such alterations or improvements so made, shall become the property of the Lessor and shall remain upon the said premises upon the termination of this Lease and/or any renewal(s) thereof.

**NINTH:** The Lessor shall not be liable for any damages to either persons or property sustained by the Lessee, its visitors, invitees, agents, servants or employees due to the demised premises, or any part or appurtenance thereof,

becoming out of repair, or due to the happening of any accident in or about said demised premises, or due to any act or neglect of the Lessee or any other persons, excepting however, injuries or damages occasioned by the negligence of the Lessor. Lessor shall provide its own general liability, as well as fire insurance coverages for the building, its Town-owned contents and appurtenances thereto.

**TENTH:** The Lessee shall save and hold the Lessor herein harmless from any and all liability, actions and causes of action by reason of injuries or property damage sustained by any person or persons in or about the said leased premises, and the Lessee agrees, at its own cost and expense, to procure and maintain satisfactory insurance on the premises contents and shall procure and maintain general liability insurance coverages in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) whereon the Town of Urbana shall be named as the primary additional insured and which status shall be endorsed on Lessee's policy. With respect thereto, Lessee shall furnish Lessor with a full, true and complete copy thereof. Lessee shall, also, at its sole expense, defend, protect, indemnify and save harmless the Lessor, its Agents, employees and officers against any and all claims arising out of this Agreement, except any claims occasioned by the Lessor's own negligence.

**ELEVENTH:** The Lessee shall not use or permit upon said premises anything that will increase the rate of insurance thereon, or anything that may be dangerous to life or limb, and shall do nothing, or suffer nothing to be done upon the said premises in any way tending to create a nuisance or to disturb any of the other tenants in the said building, and shall comply with all Federal, State, County

or Local Laws, rules and regulations of public authorities with respect to these demised premises and/or the use thereof.

**TWELFTH:** That if, during the period of this Lease, said premises shall be damaged or destroyed by fire, lightning or Act of God, so as to be untenable then, unless such damage shall be repaired within thirty (30) days thereafter, either party hereto may cancel this Lease, and in such case, all rental charges shall be apportioned and paid to the date of such cancellation.

**THIRTEENTH:** In the event the Lessee, at any time during the term of this Lease or any renewal thereof, shall be adjudicated bankrupt, either by voluntary or involuntary proceedings, make an assignment for the benefit of creditors, be adjudged insolvent, or in the event that a receiver in any proceeding, either at law or in equity, shall be appointed for the Lessee in any Court, then, at the option of the Lessor, this Lease shall cease and come to an end upon ten (10) days notice to the Lessee of the exercise of such option, such notice to be either personally served or given by Certified Mail, return receipt requested, and by First Class Mail.

**FOURTEENTH:** If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then, and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and the Lessee shall have no claim against the Lessor for the value of any unexpired term of said Lease. No part of any award shall belong to the Lessee.

**FIFTEENTH:** The failure of the Lessor to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified, discharged or terminated orally.

**SIXTEENTH:** The Town of Urbana expressly reserves unto itself the absolute right to terminate this Lease and, in so doing, shall incur no financial obligation to Lessee. Consistent, however, with its exercise of such absolute right of termination, the Town of Urbana shall predicate the same upon its having a proper public purpose or need for doing so and shall give the Lessee at least sixty (60) days advance notice of such termination. Notice by the Lessor shall be sufficient if given either by personal service or by both Certified Mail, return receipt requested, and by First Class Mail.

The Lessee shall have the right to terminate this Lease upon its giving at least sixty (60) days advance notice of such termination date. Lessee's Notice to Lessor shall be sufficient if given either by personal service or by both Certified Mail, return receipt requested, and by First Class Mail.

**SEVENTEENTH:** If Lessor files an action to enforce any covenants of this Lease, or for the breach of any covenant herein, Lessee agrees that it shall pay Lessor's reasonable attorneys' fees for legal services in the action, as well as Lessor's Counsel's Disbursements and Court costs incurred in connection therewith.

IN WITNESS WHEREOF, the parties hereto, for proper and sufficient consideration and intending to be legally bound thereby, have caused this Lease to be dated as of January 1, 2007 , but have actually executed the same as of the date and year appearing in the acknowledgments attached hereto and made a part hereof.

( S E A L )

TOWN OF URBANA

BY: Richard G. Gardiner

RICHARD G. GARDINER,

TOWN SUPERVISOR

( S E A L )

VILLAGE OF HAMMONDSPORT

BY: Emery L. Cummings, Jr.

EMERY L. CUMMINGS, JR.

MAYOR

STATE OF NEW YORK )

) ss:

COUNTY OF STEUBEN )

On this 2 day of February, 2007, before me personally appeared **RICHARD G. GARDINER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Dawn M. Hoyt

NOTARY PUBLIC

STATE OF NEW YORK )

) SS:

COUNTY OF STEUBEN )

DAWN M. HOYT  
NOTARY PUBLIC  
STEUBEN COUNTY  
NO. 01HO6101122  
TERM EXPIRES NOVEMBER 3, 2007

On the 8 day of February, 2007, before me, the undersigned, personally appeared, **EMERY L. CUMMINGS, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Deborah K. Pierce

NOTARY PUBLIC

Deborah K. Pierce  
Notary Public  
Steuben County  
No. 01PI5087573  
Term Expires November 3, 2009

ADDENDUM TO TOWN OF URBANA  
AND THE VILLAGE OF HAMMONDSPORT  
LEASE DATED JANUARY 1, 2007.

**FIRST:** Lessor has agreed to let and the Lessee has agreed to take, and does hereby take from the Lessor a certain room located in the southeast corner of the Old Depot Building for such purpose(s) as it may require. This leasehold period shall be the same as that set forth in the LEASE dated January 1, 2007.

**SECOND:** Lessee shall pay One Hundred Dollars (\$100.00) per month for this room.

**THIRD:** The Hammondsport Police Department shall continue to assist in the enforcement of the rules and regulations imposed upon the parking area adjacent to Depot Park as it extends along Water Street, the boat launch, the mooring docks and the recreation area.

IN WITNESS WHEREOF, the parties hereto, for proper and sufficient consideration and intending to be legally bound thereby, have caused this Addendum to the Lease to be dated January 1, 2007, but have actually executed the same as of the date and year appearing in the acknowledgments attached hereto and made a part hereof.

(S E A L)

TOWN OF URBANA  
BY: Richard G. Gardiner  
RICHARD G. GARDINER,  
TOWN SUPERVISOR

(S E A L)

VILLAGE OF HAMMONDSPORT  
BY: Emery L. Cummings Jr.  
EMERY L. CUMMINGS, JR.  
MAYOR

STATE OF NEW YORK )

) ss:

COUNTY OF STEUBEN )

On this 18 day of July, 2007, before me personally appeared **RICHARD G. GARDINER**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Deborah K. Pierce*

NOTARY PUBLIC

Deborah K. Pierce  
Notary Public  
Steuben County  
No. 01PI5087573  
Term Expires November 3, 2009

STATE OF NEW YORK )

) SS:

COUNTY OF STEUBEN )

On the 15 day of August, 2007, before me, the undersigned, personally appeared, **EMERY L. CUMMINGS, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Deborah K. Pierce*

NOTARY PUBLIC

Deborah K. Pierce  
Notary Public  
Steuben County  
No. 01PI5087573  
Term Expires November 3, 2009

