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This Lease, dated the ____ day of May, 2010

Parties

Between The **First Presbyterian Church**, a duly constituted religious corporation having an address of 33 Park Place, Goshen, New York 10924, hereinafter referred to as the **LANDLORD or CHURCH**, and the **Village of Goshen**, a duly constituted municipal corporation having an office at 276 Main Street, Goshen, New York 10924, hereinafter referred to as the **TENANT or VILLAGE**,

Premises

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the terms hereinafter specified, the premises described in Schedule "A" attached hereto.

Term

Subject to the renewal provisions set forth hereinafter, the term of this lease shall be thirty years commencing on _____ and ending on _____.

Rent

The Village shall pay to the Church the sum of one dollar (\$1.00) per year for each year of this lease. Payment for the first year shall be made simultaneously with the execution of this lease. Thereafter, payment shall be due within fifteen (15) days of the annual anniversary date of the lease.

Peaceful Possession

The Landlord covenants that the Tenant, upon satisfaction of the rental obligation as set forth herein, and upon performance of the covenants and conditions in this Lease

contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the term aforesaid.

Use of the premises

The Premises which are the subject of this Lease Agreement are intended to be used by the Tenant as the Village Park gathering place and shall be used for these purposes only. It is understood and agreed that any and all individuals and/or groups who wish to utilize the premises for such purposes must make application to the appropriate authority in the Village of Goshen prior to utilizing the Park for any gathering. Any and all permits required for said gathering shall be issued by the Village of Goshen upon compliance with any and all Village requirements as well as compliance with any and all other applicable laws, rules, statutes and/or regulations. It is understood and agreed that the Village shall be the final arbiter and shall have the final determination as to what uses may, or may not, occur within the Village Park subject only to the foregoing requirements. The Village agrees to indemnify and hold the Church harmless from any claim that may be brought against the Church as a result of the Village's use of the premises pursuant to this lease agreement.

Condition of Premises, Repairs

The Tenant represents that it has fully and completely inspected the demised premises, is fully aware of the condition thereof and agrees to take possession of the same in an "as is" condition. Tenant shall be responsible for all costs associated with any and all maintenance, repair, including normal and routine repair, as well as any and all renovations which Tenant may perform to make the premises fit for the purpose for which it is intended. All work performed by Tenant shall be in full compliance with all applicable laws, rules and regulations and shall be done pursuant to a duly issued building permit where required. After completion of any renovation and/or repairs, and after tenants take occupancy of the demised premises, the Tenant agrees to keep the demised premises in good condition and good appearance. The Tenant shall quit and surrender the premises at the end of the demised term in as good condition as the reasonable use thereof will permit. All erections, alterations, additions and improvements, whether temporary or permanent in character, which may be made upon the premises

either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease, without compensation to the Tenant. The Tenant further agrees to keep said premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectionable matter.

*Observation of
Laws,
Ordinances,
Rules, and
Regulations*

The Tenant agrees to observe and comply with all laws, rules and regulations of the Federal, State, County and Municipal authorities applicable to the business to be conducted by the Tenant in the demised premises.

*Subordination to
Mortgages and
Deeds of Trust*

This Lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this Lease to any such mortgage, deed of trust or encumbrance.

Notices

All notices and demands, legal or otherwise, incidental to this Lease, or the occupation of the demised premises, shall be in writing. If the Landlord or its agent desires to give or serve upon the Tenant any notice or demand, it shall be sufficient to send a copy thereof by ordinary mail, addressed to the Tenant at the demised premises, or to leave a copy thereof with a person of suitable age found on the premises, or to post a copy thereof upon the door to said premises. Notices from the Tenant to the Landlord shall be sent by ordinary mail or delivered to the Landlord at the place hereinbefore designated

for the payment of rent, or to such party or place as the Landlord may from time to time designate in writing.

*Eminent Domain,
Condemnation*

If the entire property owned by the Landlord, a portion of which is leased to the Tenant herein, shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking, except for its moving expenses and the market value of its trade fixtures, which it shall have the right to recover from the condemnor. If a portion of the demised premises are taken by public or quasi-public authority under any power of eminent domain or condemnation and if the taking of that portion of the demised premises shall prevent the Tenant from conducting its normal and regular course of business, then, in that event, the Tenant shall have the right to terminate this lease and the Tenant shall have no claim or interest in or to any award of damages for such taking, except for its moving expenses and the market value of its trade fixtures, which it shall have the right to claim against the condemnor.

Delivery of Lease

No rights are to be conferred upon the Tenant until this Lease has been signed by the Landlord, and an executed copy of the Lease has been delivered to the Tenant.

*Lease Binding on
Heirs,
Successors, Etc.*

All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto. The Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from

so doing by reason of governmental preemption in connection with the National Emergency declared by the President of the United States or in connection with any rule, order of regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by the war. This instrument may not be changed orally.

*Power to Enter
into Lease
Agreement*

The Presbyterian Church hereby acknowledges that it has received all necessary and proper approvals from the local congregation and from the Presbytery of the Hudson River and that are required for them to enter into this Agreement. This representation is a material inducement to the Village to make, execute and deliver this Agreement. The Village of Goshen represents to the Presbyterian Church that this Agreement was duly approved at a Village Board meeting held on _____ and that the Mayor is fully empowered and authorized on behalf of the Village Board to enter into this Agreement. A certified copy of the minutes of this meeting is attached hereto.

Lease Renewal

The Village has used and occupied the premises, continuously, pursuant to, and in accordance with, permission given by the Church in 1886. Given this mutually satisfactory long term relationship, the parties represent, each to the other, that it is the intention to continue this relationship and to renew this lease upon the expiration of the term of this agreement.

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IN WITNESS WHEREOF, the said Parties have hereunto set their hands and seals the day and year first above written.

First Presbyterian Church

By: _____

LANDLORD

Village of Goshen

By _____

John Higgins, Mayor

TENANT