

LEASE
between
TOWN OF UNION VALE,
Landlord,
And
UNION VALE PUBLIC LIBRARY,
Tenant

SECTION 1. BASIC LEASE PROVISIONS AND ENUMERATION OF EXHIBITS

1.1 Basic Lease Provisions.

- (a) DATE: November 15, 2023
- (b) LANDLORD: Town of Union Vale
249 Duncan Road
LaGrangeville, NY 12540
- (c) TENANT: Union Vale Public Library

- (d) LEASED PREMISES: Second Floor and associated Common Areas at 8 Tymor Park Road and as shown on Exhibit A
- (e) TENANT’S TRADE NAME: None
- (f) LEASE TERM: 99 calendar years plus initial partial year of less than 3 months
- (g) MINIMUM RENT: \$1.00 per year or initial partial year

Tenant shall pay the Minimum Rent to Landlord from the Rent Commencement Date and thereafter during the term of this Lease.

Each year, on the anniversary of the Rent Commencement Date, the Minimum Rent shall not increase.

Since Tenant is a public library, it is viewed essentially as a department of the Town, similar to the Recreation Department or the Highway Department. Thus, rent is only One Dollar per year, so that there is some rental consideration to support this Lease.
- (h) COMMON AREA CHARGE: Tenant’s Pro Rata Share of the total operating costs above the Base Year Common Area operating costs (See Section 6.4). The Tenant’s Pro Rata Share shall be the amount of square footage leased by Tenant compared to the total square footage of the building in which the Tenant will be located.
- (i) TAX RENT: WAIVED.
- (j) ENVIRONMENTAL SERVICE: As set forth in Section 7.
- (k) INSURANCE CHARGE: As set forth in Section 5.2.
- (l) PERMITTED USE: Public Library

(m) SECURITY DEPOSIT: \$0.00

1.2 Significance of a Basic Lease Provision

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all of the terms provided under each such Basic Lease Provision.

1.3 Enumeration of Exhibits

The exhibits enumerated are attached to and are to be construed as a part of this Lease. Landlord and Tenant shall perform any and all obligations stated in such exhibits within any time period set forth therein.

EXHIBIT A. Leased Premises (sketches)

EXHIBIT B. Description of Landlord's Work

SECTION 2. DEFINITIONS.

As used in this Lease, the following terms have the meanings set forth below:

Base Year for Common Area Charges: Shall mean calendar year 2025 for Common Area Charges, as that term is defined in Section 6.4. This is based upon an anticipated period of 24 months needed for Landlord's work.

Commencement Date: November 15, 2023

Common Areas: All portions of the Property which Landlord may from time to time make available for the general use, convenience and benefit of Tenant, other tenants and their Permittees. The Common Areas shall include without limitation the following to the extent the same exist and serve more than one occupant: the Cyber Café, the elevator, roof, downspouts, stairwells, service corridors, all automobile parking areas, access roads, sidewalks, traffic lanes, parcel pickup areas, entrances and exits from and to public roads, landscaping, rest rooms, and Utility Facilities.

Delivery of Possession: The parties acknowledge that this Lease applies to Premises described in Exhibit A, together with Landlord's Work affecting the Leased Premises, which has an anticipated completion time of 24 months. On a temporary basis, Tenant shall share space known and currently used as the Senior Center. Delivery of Possession of the temporary space has already occurred. Delivery of Possession for the permanent space shall occur immediately following the completion of the Landlord's Work and the issuance of a Certificate of Occupancy or Compliance for the Landlord's Work.

Gross Leasable Area: The actual number of square feet of floor space of the premises measured to the exterior faces of all walls.

Permittees: All partners, officers, directors, employees, agents, contractors, customers, licensees and invitees of Landlord, Tenant, or any occupant of the Property.

Property: The property commonly known as Tymor Park in the Town of Union Vale, Dutchess County, New York. Landlord may from, time to time, add to, remove from, or sever the ownership of the various sections or parcels comprising the Property, and designate other land together with the buildings and improvements thereon, if any, as part of the Property, but the same shall remain as part of the Property for so long as such designation remains unrevoked by Landlord.

Tenant Spaces: Any building or portion of a building located in the Property and intended to be used by a tenant or occupant thereof.

Utility Facilities: The network of pipes, lines, conduits, wires and other interconnecting facilities within the Property through which water, sewage, storm drainage, telephone, electricity, gas and other utility services utilized by any occupant in the Property are received, transmitted or discharged.

SECTION 3. LEASED PREMISES

3.1 Leased Premises: Landlord hereby leases and demises to Tenant and Tenant hereby accepts from Landlord on the terms set forth herein, the Leased Premises designated in Section 1.1(d) and more specifically as shown in Exhibit A, together with all appurtenances specifically granted in this Lease, including the non-exclusive rights hereunder, but Landlord: (i) retains and excludes from this demise (a) the exterior faces of the walls of the Leased Premises, (b) the roof, and (c) the land under the Leased Premises; and (ii) reserves unto itself the right to install, maintain, use, repair, relocate and replace the Utility Facilities located in the Leased Premises in locations which will not materially interfere with Tenant's use of the Leased Premises.

SECTION 4. CONSTRUCTION

4.1 Construction by Landlord: At Landlord's sole cost, Landlord will perform, and substantially complete Landlord's Work in the Leased Premises substantially in accordance with Exhibit B and in compliance with all Legal Requirements. Landlord shall be responsible for obtaining all requisite building permits and other municipal approvals in relation to Landlord's Work, and provide copies to Tenant.

SECTION 5. RENT

5.1 Minimum Rent: Tenant shall pay to Landlord the Minimum Rent provided in Subsection 1.1(g) in an annual payment on or before the first day of each calendar year of the Term. Rent for the partial first year shall be paid upon execution of this Lease. **HOWEVER**, in the event that a ballot initiative passes in the future for what is commonly called "414 funding" pursuant to Education Law Section 259, the Town reserves the right to impose a fair market value rent beginning in the immediately following year.

5.2 Insurance Charge: The Town currently obtains insurance through NYMIR and a subset of that policy will apply to library charges. The total cost of that subset shall be passed on to and due from the Tenant. Tenant shall pay that cost or reimburse the Town for that cost on an annual basis starting for calendar year 2024. Landlord shall submit a bill or invoice to Tenant for such charge and payment or reimbursement shall be due within 14 days of receipt of the bill or invoice.

SECTION 6 COMMON AREAS

6.1 Common Areas: Landlord shall make available within the Property the Common Areas, or any portion thereof, subject, however, to Landlord's right to, from time to time, and at any time, change or modify the same pursuant to Section 3.2 and to without limitation erect and install from time to time, and at any time within the Common Areas, **an anticipated Cyber Café**, parking areas, signs, kiosks, planters, sculptures provided same do not unreasonably interfere with Tenant's use and enjoyment of the Leased Premises. Landlord shall operate, manage, equip, police, light, repair and maintain the Common Areas for their intended purposes in such manner as Landlord shall in the exercise of its sole discretion determine to be in the best interest of the Property.

6.2 Use of Common Areas: Tenant and its Permittees shall have a non-exclusive license to use the Common Areas in common with Landlord and all others to whom Landlord has granted or may hereafter grant such license, subject to such reasonable rules and regulations uniformly enforced as Landlord may from time to time impose. Tenant agrees, after notice thereof, to abide by such rules and regulations and to use its reasonable efforts to cause its Permittees to conform thereto.

6.3 Tenant Parking: In order to ensure that vehicles are not parked for unreasonably long periods of time in any inconvenient location within the Common Areas, Landlord may designate specific areas in which vehicles owned or operated by Tenant, its visitors, customers or Permittees must park and may prohibit the parking of any such vehicles in any other part of the Common Areas.

6.4 Common Area Charge: (a) Tenant shall pay to Landlord as Tenant's Common Area Charge, in each Lease Year and Partial Lease Year during the Lease Term as additional rent hereunder, Tenant's Pro Rata Share of the Operating Costs (as hereinafter defined) of maintaining the Common Areas, in excess of the Operating Costs incurred by Landlord during the Base Year for Common Area Charges. "Operating Costs" shall mean the total costs and expenses incurred in operating, maintaining, insuring, equipping, protecting and repairing the Common Areas, including, without limitation, all costs and expenses in connection with materials, supplies and services purchased or hired therefor; landscaping, gardening and planting, cleaning, painting (including line painting in the parking area), decorating, paving, lighting for parking lots, lobby, common bathrooms, and other common areas, common area heating, sanitary control, removal of snow, trash, garbage and other refuse, all as attributable to the Common Areas.

(b) During the first and second Lease Year and initial Partial Lease Year, Tenant shall **not** pay to Landlord, Tenant's Common Area Charge. Beginning with the third Lease Year, Tenant shall pay monthly in advance in equal installments, the amount estimated by Landlord as Tenant's Common Area Charge subject to adjustment when the actual amount of Tenant's Common Area Charge for such period shall be determined.

SECTION 7 ENVIRONMENTAL SERVICES

7.1 Utility Connections: Tenant shall pay all installation and service charges required to connect, or thereafter to provide such original, additional or substitute (as the case may be) utilities to the Leased Premises including, without limitation, energy, gas, electricity, telephone, internet and cable connections as may be hereafter from time to time offered or provided, in the sole discretion of Landlord, to the Tenant Space. Tenant covenants that its use of any utilities shall not exceed the capacity of the Utility Facilities initially installed by Landlord or by Tenant (which capacity Landlord shall provide to Tenant upon completion of Landlord's Work.

(b) Landlord shall not be liable to Tenant in damages or otherwise if the Environmental Services are interrupted or terminated for repairs, installations or improvements, or any cause beyond the Landlord's reasonable control, nor shall any such interruption or termination relieve Tenant of the performance of any of its obligations hereunder.

SECTION 8 LANDLORD'S ADDITIONAL COVENANTS

8.1 Repairs by Landlord: Subject to the provisions of Section 10, Landlord shall keep the roof and the foundation of the Leased Premises and the structural soundness of the exterior walls and other load-bearing columns and supports of the Leased Premises, and the Utility Facilities located in the Leased Premises installed by Landlord (but not including Tenant's service connections therewith) in good condition provided, however, that if any damage is caused by any act, negligence or omissions of Tenant or Tenant's Permittees, Tenant shall upon demand by Landlord pay for any necessary repairs.

8.2 Quiet Enjoyment: Landlord covenants that Tenant, upon paying the rent and performing all of its other obligations under this Lease, shall peacefully and quietly have, hold and enjoy the Leased Premises throughout the Lease Term, or until this Lease is terminated as herein provided.

8.3 Liability: (a) Except to the extent resulting from the willful misconduct or negligence of Landlord, or Landlord's Permittees, Landlord shall not be liable for any loss or damage whatsoever to Tenant's business or property, nor for any damage or loss resulting from any accident or occurrence in, or upon, the Leased Premises or other portions of the Property sustained by Tenant, or any person claiming through the Tenant.

(b) In no event shall Landlord's officers and/or employees be personally liable or accountable with respect to any provision of this Lease.

SECTION 9 TENANT'S ADDITIONAL COVENANTS

9.1 Affirmative Covenants: Tenant covenants that, at its own cost and expense, and at all times during the Lease Term:

(a) **General Performance:** Tenant shall perform promptly all of Tenant's obligations set forth in this Lease and in the Exhibits attached hereto, such performance to be in conformity with all

Legal Requirements and Insurance Requirements and all reasonable rules and regulations uniformly enforced which Landlord may from time to time make for the management and use of the Property.

(b) Signs and Advertising: All signs are subject to Landlord's approval which approval shall not be unreasonably withheld, conditioned or delayed.

(c) Repair and Maintenance: Tenant hereby assumes responsibility for the condition of the Leased Premises once a Certificate of Occupancy or Compliance has been provided, and Tenant shall repair any and all damage to the Leased Premises regardless of how caused, unless such damage is caused by the willful misconduct or negligence of Landlord or Landlord's Permittees. Tenant shall also keep the Leased Premises, including, without limitation, all glass, doors, fixtures and interior improvements in good repair and in a neat, clean and safe condition, and in accordance with any fire and building codes that may apply. It is specifically understood that Tenant shall not permit any Hazardous Material to be brought into the Leased Premises, and shall in any event, at all times, comply with all local, state and federal laws, rules and regulations governing the use, handling and disposal of Hazardous Material in the Leased Premises including, but not limited to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq.

(d) Indemnification: Except to the extent caused by the negligence or willful misconduct of Landlord or Landlord's Permittees, Tenant shall indemnify and hold harmless Landlord and its agents, from and against all injury, loss, costs, expense, claims or damage (including reasonable attorneys' fees and disbursements) to any person or property arising from, related to, or in connection with the use, occupancy, or repair of the Leased Premises.

(e) Inspection of Premises; Repairs by Landlord: Tenant shall permit the Landlord to enter the Leased Premises during normal business hours and at other reasonable times to inspect the Leased Premises and to make such repairs, improvement, or additions in the Leased Premises or in the building of which they are a part as may be necessary or appropriate and without materially interfering with the business being conducted in the Leased Premises.

(f) Surrender of Premises: Upon any termination of the Lease Term, Tenant shall quit and surrender to Landlord the Leased Premises, broom clean, in good order and condition, normal wear and tear excepted.

(g) Subordination: This Lease shall be subject and subordinate to the lien of all Mortgages which now or hereafter affect the Property and to all advances made thereunder, and all renewals, modifications, consolidations, replacements, and extensions thereof.

9.2 Negative Covenants:

(a) Prohibited Conduct: Tenant shall not, without the written consent of Landlord: (i) sell or display merchandise on, or otherwise obstruct the Common Areas or the vestibule or entry thereto; or (ii) operate its HVAC in a manner which will allow the temperature in the Leased Premises to be below 50 degrees F or above 85 degrees F at any time. Tenant shall not permit the emission from the Leased Premises of any objectionable noise, vibration or odor, nor commit any nuisance or illegal activity of any kind in the Leased Premises or elsewhere in the Property.

(b) Assignment: Tenant shall not voluntarily, involuntarily or by operation of law: (i) assign, sell, mortgage, pledge or in any manner transfer this Lease or any interest therein; (ii) sublet the Leased Premises or any part thereof; or (iii) grant to any concessionaire or licensee the right to occupy the Leased Premises or any portion thereof without, in each instance, obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Notices: Any notices, requests, demands, consents and other communications hereunder shall be in writing and mailed by certified mail, or sent by overnight courier service (e.g. Federal Express) postage prepaid, return receipt requested, addressed to the address of Tenant or Landlord, as the case may be, set forth in Section 1.1 or to such other address as shall have last been designated by notice in writing to the appropriate party. A notice shall be deemed to have been given three days after the same is mailed or upon actual delivery, whichever shall first occur.

10.2 Force Majeure: Each party shall be excused from performing any obligation or undertaking provided for in this Lease (other than the obligations of Tenant to pay any and all items of Rent as the same become due under the applicable provisions of this Lease), for so long as such performance is prevented, delayed, or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, a Taking, requisition, laws, orders of government or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded, or hindered thereby, including reasonable delays for adjustments of insurance.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as a sealed instrument as of the day and year first above written.

TENANT: UNION VALE PUBLIC LIBRARY

By: _____

Title:

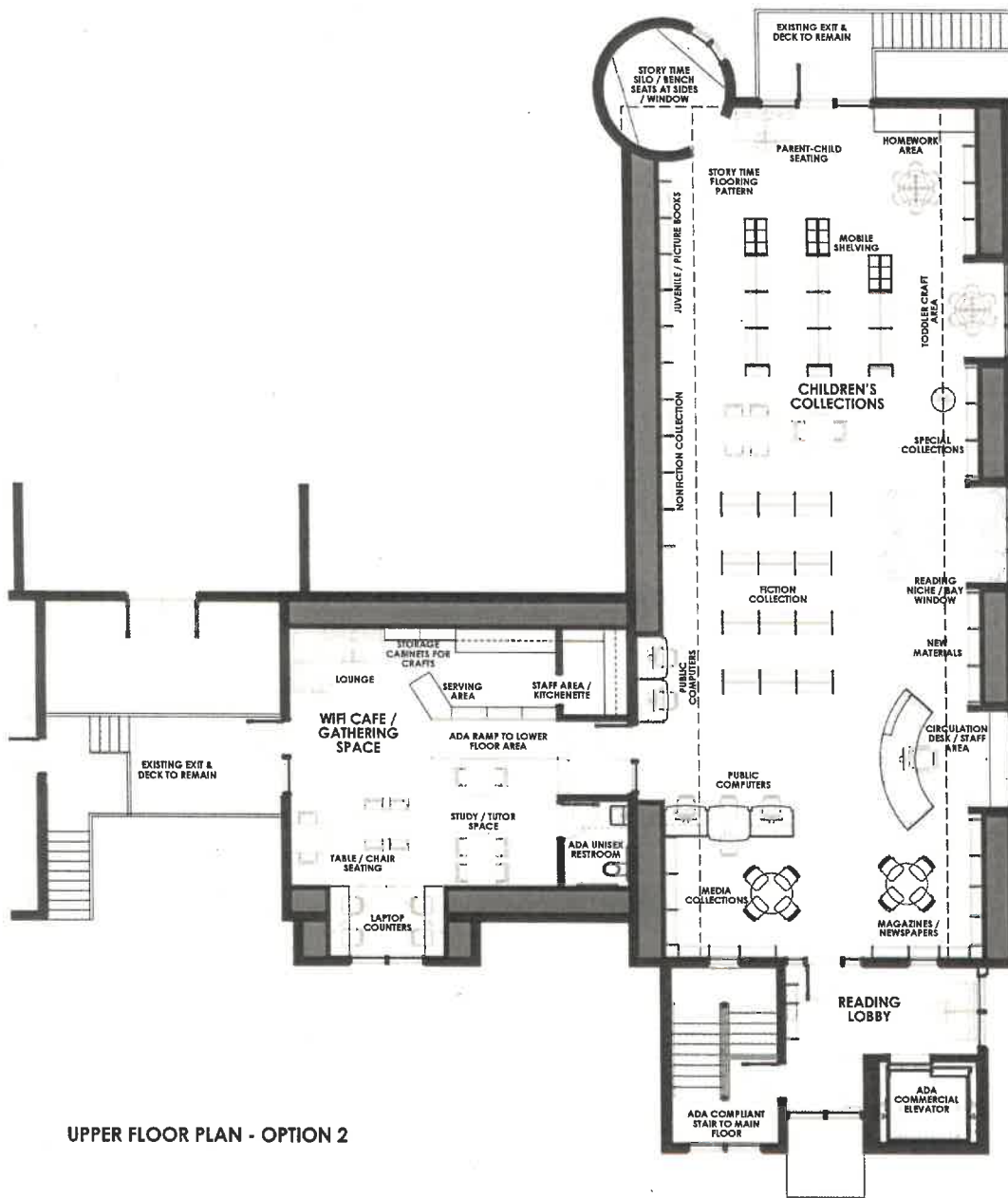
LANDLORD: TOWN OF UNION VALE

By: _____

Title: Supervisor

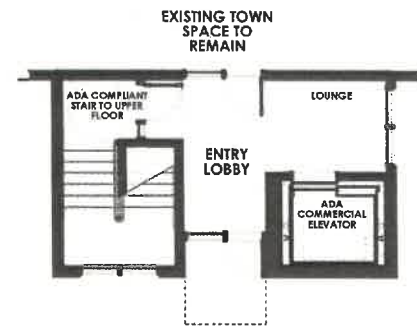
EXHIBIT A

LEASED PREMISES (BOTH PERMANENT AND TEMPORARY)



UPPER FLOOR PLAN - OPTION 2

Partial MAIN FLOOR PLAN - OPTION 2

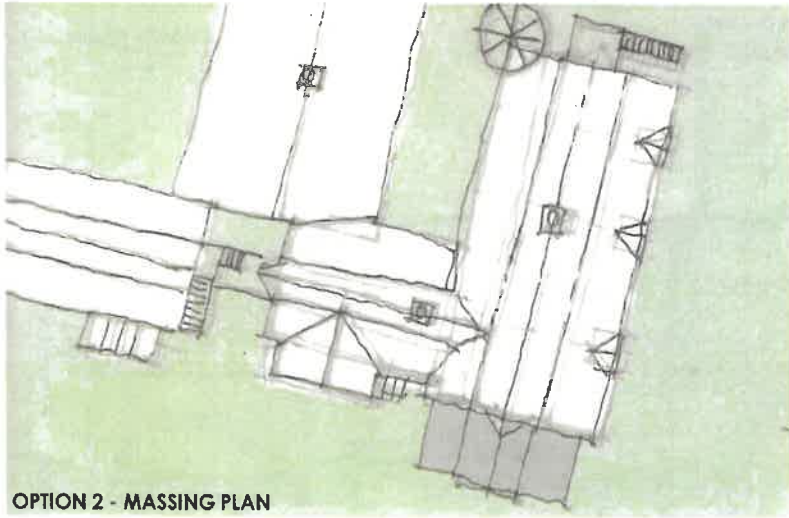


BUTLER
ROWLAND
MAYS
ARCHITECTS,
LLP

UNION VALE
READING ROOM
CONCEPTUAL LAYOUT
REVISED
OPTION 2
STAIR / ELEVATOR
ENTRANCE @ BARN
FLOOR PLANS

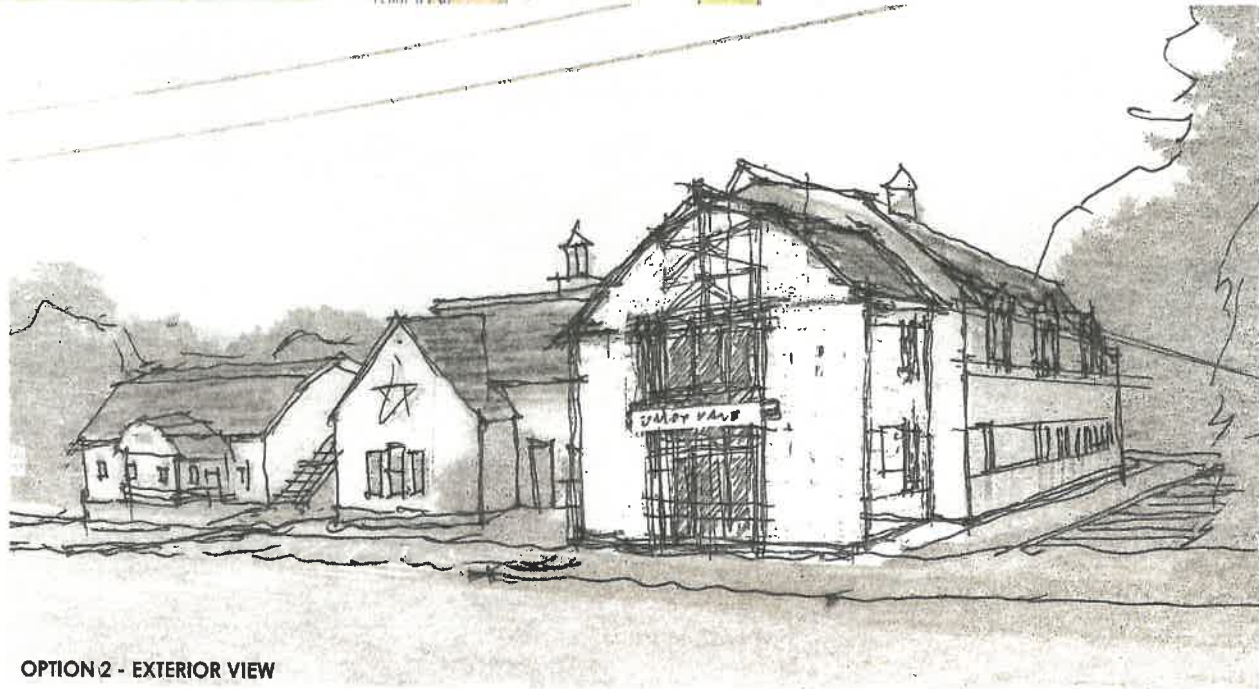
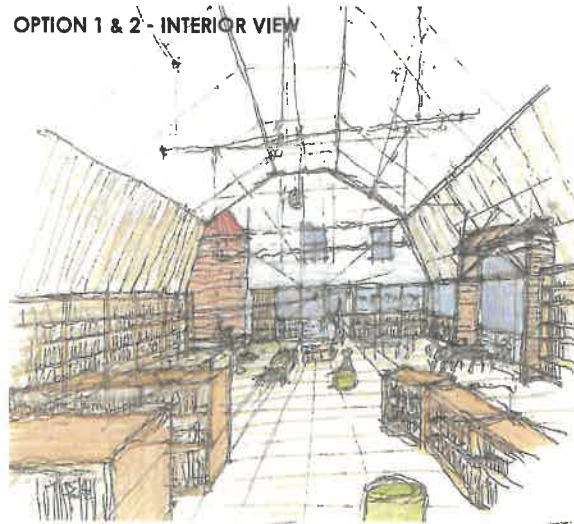
03-12-2021





OPTION 2 - MASSING PLAN

OPTION 1 & 2 - INTERIOR VIEW



OPTION 2 - EXTERIOR VIEW

EXHIBIT B

LANDLORD'S WORK

Section I - Landlord's Work

Landlord intends to perform a complete renovation of the Leased Premises (the second floor at 8 Tymor Park Road) and such portions of the first floor at 8 Tymor Park Road which support the second floor. Landlord anticipates that such work will be completed within 24 months from the date of execution of this Lease. Landlord shall obtain all permits, inspections and certificates required for this renovation. All work related to this renovation shall be performed at Landlord's sole cost and expense. Tenant shall accept the Leased Premises following issuance of a Certificate of Occupancy or Compliance without representations or warranties regarding the Leased Premises from Landlord.

Premises to be Renovated and Utilized by the Library:

	<u>Sq. Ft</u>
Existing Barn Footprint (2 nd Floor), (Approx.)	2,431
Existing Annex Footprint (Approx.)	826
Required New Construction – 2 Floors (Approx)	<u>700</u>
	3,957 Total Sq. Ft.