

## LEASE AGREEMENT

AGREEMENT entered into June , 2022 between City View Church Inc., a religious corporation duly organized pursuant to the Religious Corporation Law of the State of New York, with its principle place of worship at 132 Mohawk Avenue, Scotia, New York, hereinafter referred to as "City View" and the Village of Scotia, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices at 4 North Ten Broeck Street, Scotia, New York, hereinafter referred to as the "Village",

WHEREAS, the Village currently owns a parcel of land known as 138 Mohawk Avenue adjacent to City View, and

WHEREAS, the Village Board of Trustees has determined that a municipal parking lot is desirable along Mohawk Avenue, and

WHEREAS, City View owns a parcel of land used as a parking lot adjacent to the parcel owned by the Village of Scotia, and

WHEREAS, the Village desires to lease the parking lot from City View for use as a municipal parking lot,

NOW, THEREFORE, it is agreed by the Village and City View as follows:

PREMISES - City View does lease to the Village all that parcel of land situate on the northerly side of Mohawk Avenue, Scotia, New York, hereinafter referred to as the leased premises, described as follows:

BEGINNING at a point on the northerly side of the Mohawk Turnpike in the Village of Scotia, being the southwesterly corner of the lot belonging to the Baptist Church and running thence northerly along the westerly line of said Baptist Church lot, 150 feet and thence westerly on a line parallel with the northerly side of the Mohawk Turnpike aforesaid, 100 feet; thence southerly parallel with the westerly line of the said Baptist Church lot, 150 feet to the northerly side of said Mohawk Turnpike and thence easterly along the northerly side of said turnpike, 100 feet to the point or place of beginning, be the contents, more or less.

TERM - Fifteen years commencing the date of the agreement. The agreement shall automatically be extended thereafter in five-year increments. Either party may cancel any automatic extension with a 90-day notice to the other party.

CONSIDERATION - The Village shall pay the annual rental of One Dollar (\$1.00) per year. Payment shall be due to City View on January 15th of each year, in advance.

USE OF PREMISES - The parties hereby further covenant and agree as follows:

1. The Village will use the premises only for parking purposes.

- 2 . The Village agrees to maintain and keep the premises in good condition, to remove snow and ice therefrom and provide adequate lighting for use thereof after dark.
- 3 City View may reserve up to six parking spaces closest to the front entrance of the church and facing Mohawk Avenue for their exclusive and unrestricted use if needed. Such parking spaces may be so marked by signs.
- 4 No overnight parking shall be permitted on the leased premises unless the Village institutes a permit scheme for overnight parking that is approved by City View.
- 5 City View and the Village shall each have the exclusive use of the leased premises for church related or village sponsored special, events between the hours of 6 a.m. and 3 a.m. the following, day on six days during the calendar year, provided that 30 days advance notice thereof is given to the other party.
- 6 The Village may make landscape improvements provided that the plans are approved by City View. The Village shall maintain the same.
- 7 INDEMNIFICATION - It is agreed by and between the parties that, should any personal injuries, death, property damage or other form of harm occur by reason of the negligence of the Village, its agents or employees, the Village shall indemnify and hold harmless City View.
- 8 MODIFICATION OR WAIVER - Neither this Agreement nor any provision hereof shall be amended or modified or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged with the same formality as this agreement. Any waiver by either party of any \_ provision of this Agreement or any right or option hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision, right or option, and the failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as waive or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.
- 9 ENTIRE UNDERSTANDING - This agreement contains the entire and complete understanding of the parties. There are no representations, warranties, promises, covenants or understandings other than those expressly set forth herein.
- 10 POSSIBLE INVALIDITY - In case any provision of this Agreement should be held to be contrary to, or invalid under, the law of any country, state or other jurisdiction, such illegality or invalidity shall not affect in any way other provisions thereof, all of which shall continue nevertheless, in full force and effect.
- 11 The terms of this agreement were drafted by both parties. Any ambiguities should be construed against neither party.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement the day and year first above written.

CITY VIEW CHURCH INC  
BOARD OF TRUSTEES

Village of Scotia, New York

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By: Thomas A. Gifford, Mayor

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STATE OF NEW YORK

County of Schenectady ) ss.:

On this \_\_\_\_ day of June, 2022, before me, the subscriber, personally came Thomas A. Gifford, to me personally known, who, being by me duly sworn, did depose and say that he resides in Scotia, New York; that he is the Mayor of the Village of Scotia, the municipal corporation described herein, and which executed the within Agreement; that he knows the seal of said corporation; that the seal affixed to said Agreement is such corporate seal; that it was so affixed by order of the Board of Trustees of said municipal corporation; and that he signed his name thereto by like order.

STATE OF NEW YORK

County of Schenectady ) ss.:

On this \_\_\_ day of June; 2022; before me, the subscriber, personally came

to me personally known, who, being by me duly sworn, did depose and say that they are Trustees of the City View Church Inc, the religious corporation described herein, and they executed the within Agreement.