

## **LEASE AGREEMENT**

**BY AND BETWEEN** the BOARD OF EDUCATION OF THE NEW PALTZ CENTRAL SCHOOL DISTRICT (hereinafter "Lessor"), with its offices located at 196 Main Street, New Paltz, New York 12561, and the TOWN BOARD OF THE TOWN OF NEW PALTZ (hereinafter "Lessee"), with its offices located at 130 Chestnut Street, New Paltz, New York 12561.

### **RECITALS**

**WHEREAS**, the Lessor, a body corporate and politic existing and authorized by virtue of the laws of the State of New York, is the owner of certain property, more particularly known as part of the Duzine Elementary School property, and such part of such property has, by duly adopted resolution, been deemed not to be necessary for school district purposes for a period not to exceed up to ten (10) years and, therefore, Lessor is desirous of leasing such property to the Lessee so that Lessee may utilize such property for operating a child care center; and

**WHEREAS**, the Lessee, a body corporate and politic existing and authorized pursuant to the laws of the State of New York, is desirous of leasing such piece of property located at Duzine Elementary School in order that Lessee may operate a child care center;

**NOW, THEREFORE**, the Lessor and Lessee, in exchange for the consideration set forth below, hereby agree to enter into this Lease Agreement pursuant to the following terms and conditions:

### **ARTICLE 1** **LEASED PREMISES**

1. The Lessor hereby leases to the Lessee a portion of Lessor's property located at Duzine Elementary School, the precise boundaries of which are depicted and described more fully in Exhibit "A" annexed hereto (the "Leased Premises"), which Exhibit is hereby incorporated into and made a part of this Lease Agreement.

2. The Leased Premises shall consist of, generally, the area of land presently occupied by four (4) modular units, the immediate vicinity of such modular units.
3. The Leased Premises are intended solely for the Lessee's operation of a child care facility; should the Lessee cease to utilize the Leased Premises for such purposes, the Lessee shall immediately notify the Lessor and the Lessor may elect to terminate the Lease.
4. The Lessor shall retain the right to traverse the Leased Premises for any reasonable purpose, including but not limited to, allowance for emergency services, such as fire, police, ambulance; and the Lessee agrees to maintain the premises to allow for Lessor's and emergency vehicles to cross the Leased Premises so as to access other areas of Lessor's property.
5. The Lessor retains the right of access to and utilization of the existing covered corridor between the modular units and the school building, as such constitutes an emergency exit from the school building.
6. Lessee shall have no right of access to or use of the school building, except upon the express permission of the Lessor's Superintendent of Schools.

**ARTICLE II**  
**LEASE TERM**

1. The term of the Lease shall be for up to ten (10) years, commencing on November 16, 2004 and terminating not later than November 15, 2014, except that Lessor may terminate the Lease after a period of five (5) years, upon at least one year notice to Lessee, in writing, on or before November 16, 2008.

**ARTICLE III**  
**LEASE PAYMENT**

1. The Lessee shall pay to Lessor, on or before thirty (30) days after the full execution of this Lease Agreement, the sum of \$1.00 and other good and valuable consideration, as full payment for the entire lease term.

**ARTICLE IV**  
**OBLIGATIONS OF LESSOR**

1. The Lessor shall, on days when the Duzine Elementary School is open, provide snow plowing, sanding and/or salting of only those areas necessary to permit Lessor's access across the Leased Premises. Lessee shall provide snow plowing, sanding and/or salting and all other maintenance of its parking area. On days when Duzine Elementary School is closed, Lessee shall be entitled to provide, at Lessee's sole cost and expense, snow plowing, sanding and/or salting of so much of Lessor's parking lot and driveway as will permit Lessee's reasonable access to the Leased Premises. Both parties shall cooperate throughout this Agreement to perform such services and/or maintenance without impeding the access rights each of the other.

**ARTICLE V**  
**OBLIGATIONS OF LESSEE**

1. The Lessee shall, at its own cost and expense, maintain electrical, telephone, facsimile, water and sewer services to the modular units. The Lessee shall be solely responsible for all of its own services, maintenance and repairs thereto (e.g., electrical, water, sewer, telephone, facsimile, etc.).
2. The Lessee shall be solely responsible for and, at its own cost and expense, arrange for maintenance/custodial services and refuse collection from the Leased Premises. Lessee agrees to maintain the Leased Premises as a safe, sanitary and clean space.

**ARTICLE VI**

**INSURANCE**

1. The Lessee shall maintain policies of general liability and fire insurances on both its modular units and the Leased Premises, in amounts not less than \$2,000,000.00 in the aggregate and in no event less than the maximum aggregate maintained by Lessee, and shall name the Lessor, its officers, employees and agents, as an additional named insured on such policies.

**ARTICLE VII**  
**MISCELLANEOUS**

1. The Lessor shall make the play area of 4,000 square feet reasonably clear of all obstructions.
2. With regard to the portion of the Leased Premises of 2,500 square feet, upon which Lessee has constructed a parking area, Lessee acknowledges, consents and agrees that upon termination of this Lease Agreement, the parking area shall become the property of the Lessor without payment of any consideration to the Lessee.
3. Upon termination of the Lease Agreement, whether at the end of the ten (10) year period or at some time prior thereto, the Lessee shall remove its modular units from the Leases Premises at its sole cost and expense and shall restore the Leased Premises to the conditions existing prior to the placement of such modular units, including restoration of any portion of the premises altered by or for Lessee during the term of the Lease Agreement, excluding the parking area.
4. The Lessor and Lessee agree to, in good faith, establish the times and dates of use of the Leased Premises. The parties agree to discuss the operation of the Leased Premises during times when the school buildings are closed for weather or other emergencies, as well as to coordinate disaster drills, building inspections and related matters. However, in no event shall the use of the Leased Premises interfere with the order and safety necessary for Lessor to operate its school building. The Lessee expressly acknowledges Lessor's right to restrict, reroute and/or prohibit, if and when necessary, traffic to the Leased Premises during such times that the Lessor believes such traffic would interfere with the order and safety of the operations of its school building.

**ARTICLE VIII**  
**APPROVAL OF COMMISSIONER**

1. This Lease is contingent upon and shall not become operative until the Commissioner of Education provides consent therefor.

SO AGREED THIS 24<sup>th</sup> DAY OF September, 2003.

**BOARD OF EDUCATION OF THE  
NEW PALTZ CENTRAL SCHOOL  
DISTRICT, LESSOR**

BY: *Patrick J. Rausch*  
**PRESIDENT**

**TOWN BOARD OF THE TOWN  
OF NEW PALTZ, LESSEE**

BY: *[Signature]*  
**SUPERVISOR**