

TOWN OF DRYDEN COMMUNITY GARDENS LEASE

This lease, is made this 7th day of September, ~~2010~~, by and between the TOWN OF DRYDEN, a municipal corporation, under the laws of the State of New York, 93 East Main Street, Dryden, New York 13053, hereinafter referred to as the "lessor; and DRYDEN COMMUNITY GARDEN ASSOCIATION, an unincorporated association, 70 Box 146, Freeville, Dryden, New York 13053, hereinafter referred to as the "lessee."

W I T N E S S E T H :

ARTICLE FIRST: PREMISES AND TERM.

Lessor hereby leases to lessee, TO HAVE AND TO HOLD, the premises more particularly described in "Schedule A" with the rights, privileges, easements and appurtenances thereunto belonging or attaching, for and during the term from May 28, 2010 to December 31, 2010 the lessee holding possession and paying rent therefor and performing and complying with the covenants, agreements, provisions and conditions as hereinafter provided.

PROVIDED, NEVERTHELESS:

(a) If the lessee shall, at any time during the demised term, fail in the performance of or permit the violation of any of the covenants, conditions, terms or provisions of this lease contained, which, on the part of the lessee, are or ought to be observed, performed and fulfilled and except where a specific time is herein provided for the performance of any covenant or condition, when such default shall not be made good within thirty (30) days after notice and demand given pursuant to the provisions of ARTICLE SIXTH hereof; or

(b) If, during the demised term, the lessee makes any attempted transfer or other devolution of the interest of any part thereof of the lessee to any other person or corporation

THEN, in any of the events enumerated above, the lessor may, at its option, and upon ten (10) days notice in writing, served as provided in ARTICLE SIXTH hereof, terminate this lease; and this lease and the term thereof shall automatically cease and terminate at the expiration of said ten (10) day period; and it shall be lawful for the lessor, at its option, to enter the demised premises or any part thereof and to have, hold, repossess and enjoy the said premises, and the lessor shall have the right to recover the said p[remises and to remove all persons therefrom by summary proceedings or by any action or proceeding, or by force or otherwise.

ARTICLE SECOND: RENTAL.

For and in consideration of the leasing aforesaid, the lessee hereby covenants and agrees to and with the lessor to pay to the lessor as and for rent the sum of One Dollar (\$1.00) per year.

ARTICLE THIRD: USE OF PREMISES.

(a) The Town of Dryden affirms the public benefit provided residents of the Town and Village of Dryden by a community garden. The lessee covenants and agrees that it will, during the period of this lease, reasonably use the demised premises and any improvements situated thereon for public community gardens as a benefit for the Town and Village of Dryden and open to the general public.

(b) The lessee further covenants and agrees that at all times during he demised term, the premises, including improvements situated thereon or connected therewith and all appurtenances thereto and equipment thereof shall be kept by the lessee at its own expense in good repair and in a clean, safe, wholesome and tenantable condition and in conformity with the requirements of all local, county, state and federal laws, rules and regulations; that all health, zoning, fire, building, and other regulations shall, in all respects and at all times, be fully complied with by the lessee and in particular at the end of the growing season the site will be appropriately cleaned and winterized; that the lessee will keep the premises and improvements

thereon insured against liability or other hazards and shall save the lessor harmless and indemnify it at all times against any loss, damage, penalties, costs and expenses, judgments and decrees, by reason of a failure so to do in any respect or by reason of any violation of any of the laws, rules or regulations above referred to, or by reason of any accident, loss, wrong, injury, or damage to person, life, or property in or about said demised premises, or by reason of any use which may be made of the demised premises or the improvements thereon, or by reason of any act or thing done or omitted to be done or by reason of anything happening in connection with or upon the demised premises or the improvements connected therewith, or by reason of the failure of the lessee in any respect to fully carry out and perform any of the covenants, agreements, provisions or undertakings in this lease on its parts to be performed.

ARTICLE FOURTH: IMPROVEMENTS.

It is understood and agreed that in the event the lessee shall construct a fence, sign or landscaping or other improvements upon the demised premises during the term of this lease, or any extension thereof, such improvements shall be used solely for the purposes set forth in ARTICLE THIRD hereof. No such improvements shall be installed, constructed or made without the prior express consent of the lessor in each and every instance.

ARTICLE FIFTH: INSURANCE.

Lessee shall keep the premises insured as provided in ARTICLE THIRD (b) hereof and the amount of insurance shall be reasonably approved by the lessor and proof of insurance and the inclusion of the lessor as an additional insured in all such policies of insurance shall be provided in writing to the lessor.

ARTICLE SIXTH: NOTICES.

Any notice which may be required under the terms of this lease shall be given in writing, personally to:

For LESSOR: Supervisor
Town of Dryden
93 East Main Street
Dryden, NY 13053

and

For LESSEE: DRYDEN COMMUNITY GARDEN ASSOCIATION
PO BOX 146
Dryden NY 13068
Dryden, NY 13053

ARTICLE SEVENTH: WAIVERS OF LIEN.

The lessee further covenants and agrees that the lessee will not make any contract or agreement, either verbal or written, for labor, services, materials or supplies in connection with any authorized improvements at any time situated upon the demised land without securing in such contract or agreement a waiver or waivers of lien against the lessor's interest in the demised premises; and it is expressly understood and agreed, and notice is hereby given, that no persons, firms, or corporations furnishing labor, materials or services for the construction, reconstruction, alteration or addition to any improvements at any time during the term hereof situated upon the demised land shall have any lien upon the lessor's interest in the demised premises and that any and all liens upon the lessee's estate and interest in the demised land and improvements situated therein shall be subject to the prior rights of the lessor under the terms and provisions of this lease, and no authority is given by this lease to the lessee, expressly or impliedly, to bind the lessor for the payment of any money in connection with the construction, repairing, alterations, additions or reconstruction work on the demised premises, nor is there any authority given the lessee by this lease, directly or indirectly, to permit any mechanics, material-men's or contractors' liens to arise against the lessor's interest in the demised land or improvements thereon, and the lessee expressly agrees that it will keep and save the demised premises and the lessor harmless from all costs and damages arising from any such liens or lien of any character created through any act or anything done by the lessee.

ARTICLE EIGHTH: SURRENDER.

Upon the termination of this lease by forfeit or upon its expiration, the lessee covenants and agrees at once to surrender peaceably and deliver up to the lessor, the demised premises together with all permanently fixed improvements thereon including those constructed after the execution of this lease, in good condition, and that all permanently fixed improvements thereon shall thereafter belong to the lessor without the necessity of any deed of conveyance or other assignment or transfer by the lessee and that no compensation shall be allowed or paid therefor to the lessee or to anyone claiming, by through or under the lessee.

ARTICLE NINTH: ASSIGNMENT.

It is hereby covenanted and agreed by and between the parties hereto that the lessee may not sell, convey or assign its interest in the demised premises without the written consent of the lessor. Further provided that approval of one assignment by the lessor shall not constitute approval for any subsequent assignment.

ARTICLE TENTH: LESSEE TERMINATION.

The lessee may terminate this lease at any time by giving thirty (30) days notice to the lessor.

It is further understood and agreed that in the event of the assignment of the interest of the lessee in the demised premises and any improvements thereon by operation of law, this lease shall cease and terminate, and the lessee's interest in the demised premises and/or in any appurtenances constructed or reconstructed thereon shall revert to the lessor as provided for in ARTICLE EIGHTH, and the lessor shall be deemed to be the sole owner thereof, free of all liens and encumbrances. It is further understood and agreed that in such event, any and all obligations of the lessee hereunder shall cease and terminate.

ARTICLE ELEVENTH: PARKING; WATER.

Lessee, its members and invitees shall not park on any lawn, access road or other town property not expressly intended as a parking area. Parking is permitted only from dawn to dusk and only in existing paved and marked parking areas. The lessee shall provide its members with parking passes which will be prominently displayed in the windshield of the vehicle and which shall identify the name and address of the pass holder.

Lessor shall not be responsible for supplying water to the premises or for the use of the lessee.

ARTICLE TWELFTH: PUBLIC USE.

In the event the lessee shall fail to use said premises for any of the purposes hereinbefore described in ARTICLE THIRD during the term of this lease, as provided in ARTICLE FIRST, the lessor may, at its option, notify the lessee of its election to terminate this lease, with the notice given pursuant to ARTICLE SIXTH.

Lessee shall at all times provide lessor with a membership list and addresses of such members, a list of all officers with addresses and telephone numbers, and a copy of its by-laws, including any amendments thereto.

ARTICLE THIRTEENTH: NONDISCRIMINATION.

It is mutually understood and agreed that the lessee, in the use and enjoyment of the premises, shall not discriminate against any person by reason of her or her race, color, creed, sex, age, disability, marital status, affectional preference or national origin.

ARTICLE FOURTEENTH: NOT-FOR-PROFIT ORGANIZATION.

In the event that, at any time during the term of this lease, the lessee shall cease to be a not-for-profit organization, this lease shall cease and terminate at the option of the lessor, with the notice given pursuant to ARTICLE SIXTH.

ARTICLE FIFTEENTH: TITLE.

Lessor represents and warrants that it is the owner in fee of the demised premises, free of all liens and encumbrances.

ARTICLE SIXTEENTH: SEVERABILITY.

In the event that any term, condition, clause or provision of this lease shall be deemed null and void, the remaining terms, conditions, clauses and provisions of this lease shall remain in full force and effect, unless the rights of either party are materially affected by the deletion of such term, condition, clause or provision, in which case either party may elect within thirty (30) days after the date of the notification to declare said lease null and void in its entirety.

This LEASE shall be binding upon the parties and their successors in office.

IN WITNESS WHEREOF, the parties have placed their hands and seals the 7th day of

September, 2010.

TOWN OF DRYDEN

By: Mary Ann Sumner
Mary Ann Sumner, Town Supervisor

DRYDEN COMMUNITY GARDEN
ASSOCIATION

By: Jean Simmons /co organizer
Kerra Quinn /co organizer
Print Name/Title

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On the 7th day of ~~January~~ September in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared MARY ANN SUMNER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

BAMBI L. AVERY
NOTARY PUBLIC, State of New York
No. 4634073
Qualified in Tompkins County
My Commission Expires June 30, 20 14

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On the 7th day of September in the year 2010 before me, the undersigned, a Notary Public in and for said State, personally appeared Jan Simmons Kelcey personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

BAMBI L. AVERY
NOTARY PUBLIC, State of New York
No. 4634073
Qualified in Tompkins County
My Commission Expires June 30, 20 14