

LICENSE AGREEMENT

LICENSE AGREEMENT (the “Agreement”) made and entered into on the ____ day of August, 2023 by and between the Community Church of High Falls, a/k/a High Falls Reformed Church, having an address of 4 Firehouse Rd., High Falls, New York 12440, and a mailing address of PO Box 68 High Falls, NY 12440, as Licensor, and the TOWN OF MARBLETOWN, a New York Municipal Corporation with offices at 1925 Lucas Turnpike, Cottekill, New York 12419, as Licensee.

W I T N E S S E T H :

WHEREAS, Licensor owns an improved parcel of real property situate within the municipal boundaries of the Town of Marbletown (the “Town”) at 4 Firehouse Rd., Stone Ridge, New York, as further described by Deed from Marbletown Reformed Church to High Falls Reformed Church, said Deed being recorded in Liber 1146 of Deeds at Page 62, within the Offices of the Ulster County Clerk. (S/B/L: 70.46-2-25, the “Property”);

WHEREAS, Licensee seeks to utilize the existing Community Church parking lot (the “Parking Area”) and

WHEREAS, the Parking Area, as the Licensed Premises, is to be used to provide public parking for users of the Rail Trail and other town facilities; and

WHEREAS, the Licensor and the Licensee desire to memorialize their Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. License. Licensor hereby licenses the Licensed Premises to the Licensee and the Licensee hereby accepts the license of the Licensed Premises from the Licensor upon the terms, conditions, and covenants herein stated and in accordance with a Resolution duly adopted by the Town of Marbletown Town Board authorizing this Agreement.

2. Approval Contingencies. This License shall be explicitly made contingent upon both parties receiving any and all approvals necessary from the Town of Marbletown and its planning and zoning boards, if any, to carry out the intent of this Agreement.

3. Term; Renewal. This License shall commence on August ____, 2023 (the “Commencement Date”) this License is revocable at will by the Licensor upon Licensees noncompliance with any provisions of this Agreement. Termination by way of thirty (30) day written notice shall be required to be made by the Licensor to the Licensee and said notice shall provide the noncompliance reason(s) therein. In the event that said License is not terminated by the Licensor prior to July 31, 2033, either party may terminate this License upon ninety (90) days’ written notice to the other for any reason in such party’s sole discretion. The parties hereto agree to work cooperatively in order to avoid License termination for noncompliance with the provisions of this Agreement to the extent reasonably practicable.

In the event that the Licensor terminates this Agreement, for other than cause, during the first five (5) years of the Agreement the Licensor shall reimburse the Licensee under the following schedule (based on a maximum cost of \$5,000) :

Year 2 - 80%, Year 3 – 60%, Year 4 – 40%, Year 5 – 20%

4. Rent. The payment for the Term shall be \$1.00 per year payable on or before the Commencement Date and then again at each successive anniversary date of the Commencement Date. Licensor is hereby permitted to waive the payment in its sole discretion.

5. Use. The Licensed Premises are to be used for parking for such users as determined by the Licensee; provided however, that Licensor’s members and congregation are hereby permitted to use the parking area as Licensor deems necessary and free of obstructions,

interference and/or impairment by the Licensee and Licensee's users. In addition, Church services, Church functions, and Church activities shall take priority and precedence over all of Licensees respective rights as stated in this Agreement. The aforesaid services, functions, and activities shall not be limited to Sunday services and the Church hereby reserves the right to reasonably alter the method and manner of Licensees use of the Parking Area in the event of interference with Church services, functions, and activities, and by giving Licensee notice thereof.

6. Improvement and Maintenance. During the period of time this Agreement is executory, the Licensee shall, at its sole cost and expense, perform the work necessary to the Licensed Premises in accordance with the plans and specifications approved by Licensor. Licensee agrees that the plans, specifications and maintenance shall reflect that the Licensee shall be solely responsible for all of the following improvement and maintenance work:

Crack and surface seal pavement, or comparable pavement preservation methods

Clean out debris and fill at bottom edge of parking lot

Cut trees and branches overhanging bottom edge of parking lot

Install a drainage pipe or channel along rear property line for parking lot drainage to flow to Mohonk Road

Line parking spots in a diagonal pattern with a one-way entrance from Firehouse Road and an exit only onto Second Street

Provide signage at entrance and exit indicating:

Direction of traffic flow, ["enter only" at top of the parcel and "exit only" at the bottom of the parcel]

prohibiting overnight parking,

Church only parking Sunday mornings and for Church designated special events.

Overnight parking is prohibited.

Winter plowing and snow removal as needed. On Sundays, the lot is to be cleared by 8:30 AM.

Damages to the Parking Area shall be promptly corrected by the Licensee so that the lands are repaired to a physical extent commensurate with the lands condition pre-dating said damage.

7. Indemnity and Hold Harmless; Liens; No Personal Liability.

(a) Licensee shall, to the fullest extent permitted by law, indemnify, defend and hold Licensor, its principals, employees and agents, harmless from and against any and all causes of action, damages, claims, demands, judgments, settlements, liens, litigation, liability, penalties, orders, losses, costs, or expenses, including reasonable attorneys' fees, allegedly arising out of, caused by, or resulting from Licensee's negligent acts or omissions or willful misconduct in connection with its activities, operations or the performance under this Agreement or the enforcement of any provision or right under this Agreement or violation of Law; provided, however, in no event shall Licensor be entitled to indemnification for matters arising out of the gross negligence or willful misconduct of Licensor. Such costs and expenses shall include those reasonably incurred in connection with the enforcement of this provision by way of cross-claim, third-party claim, declaratory action or otherwise. This provision shall survive the expiration or termination of this Agreement.

(b) No lien shall be recorded against the Property or Licensed Premises as a result of Licensee's activities thereon or that of its agents, contractors, subcontractors, suppliers, customers or invitees. If any lien is recorded against the Property as a result of Licensee's activities in the Licensed Premises, Licensee shall cause any such lien to be released of record (or bonded over and removed as an encumbrance against Licensor's Property in accordance with applicable Laws) within thirty (30) days after Licensee receives notice of such filing.

(c) No official, director, officer, agent, employee, or member of Licensor shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of the execution or approval of this Agreement.

8. Insurance.

(a) Licensee, at its own cost and expense, shall secure and maintain and shall cause it's contractors to secure and maintain at all times during the construction of the Parking Area the following minimum limits of insurance: (i) Workers' Compensation/ Employers' Liability - Statutory Limits; (ii) New York State Disability- Statutory Limits; (iii) Business Automobile Liability - \$2,000,000 per occurrence for bodily injury and property damage, including coverage for owned, non-owned and hired autos (to be stated on certificate); and (iv) Commercial General Liability, written on a per occurrence form, with limits of liability of \$2,000,000 per occurrence and in aggregate for bodily injury, personal and advertising injury, and property damage. The general liability policies shall name Licensor as an Additional Insured on a primary basis and by way of written certificates and said insurance shall be non-contributory to any other insurance or self-insurance programs afforded to the Licensor. All insurance shall be provided with a minimum of thirty (30) days' written notice to Licensor of cancellation, reduction of coverage or non-renewal of any such policy. All insurance policies shall be open to inspection by Licensor and copies of policies shall be submitted to Licensor's authorized representative upon written request.

(b) Licensee shall be responsible for obtaining and maintaining, at its sole cost and expense, and shall cause all of its respective contractors, subcontractors, vendors and agents to obtain and maintain, at their sole cost and expense, insurance covering their respective personal property, on a full replacement cost basis. Licensor shall not have responsibility for loss, damage to, or theft of Licensee's, or its contractors, subcontractors, vendors or agents' personal property.

Licensee hereby releases Licensor from any and all claims or causes of action whatsoever that may arise in connection with any loss covered or that should have been covered by property insurance, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained pursuant to this Section.

(c) Licensee shall cause to be included waivers of subrogation in all the policies required by this Section 8 in favor of the Licensor for any manner of liability, loss, damages that is otherwise covered or should be covered by the insurance policies required herein and does hereby waive such rights of subrogation.

(d) The liability policies required herein shall allow severability of interests (separation of insureds) and contain no cross claim exclusions, insured vs. insured exclusions, residential/commercial construction/operations exclusions or definitions of “insured contract” that exclude a party’s indemnity obligations owed under this Agreement.

9. Indemnification. The Licensee agrees to indemnify and save harmless Licensor from and against any and all claims by or on behalf of any person, firm, corporation or other entity, arising from any work on behalf of the Licensee or use of the Licensed Premises by the public pursuant to the terms of this License, or arising from any act or negligence of the Licensee, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, reasonable counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Licensor by reason of any such claim, the Licensor, upon notice from Licensor, covenants to resist or defend, to the extent deemed reasonably necessary by Licensor’s attorneys, at the Licensee’s expense, such

action or proceeding. Licensee hereby waives any right to set forth qualified immunity as against the Licensor with respect to any and all claims of any nature whatsoever.

10. Value of the Improvements. The value of the improvements made by the Town for the Parking Area shall not be included in the assessment of the premises for tax purposes. In the event the tax assessor for the Town increases the valuation of the Property due to the improvement of the Parking Area and Rail Trail access, the Licensee shall pay to Licensor the amount of the increase of any property, school, town and county taxes due to such increased valuation, if any. The Licensor is a wholly tax exempt religious institution under New York State and Federal Law.

11. Miscellaneous. (a) This Agreement and the License granted hereby does not create or grant any interest (equitable or otherwise) in real property, and Licensee agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in Licensor's Property by virtue of this Agreement or Licensee's entry upon Licensor's Property hereunder. (b) This Agreement shall be binding upon and shall inure to the benefit of each of the parties and its respective successors and assigns. (c) Each of the parties hereto, and the signatory for such party, represents and warrants that the undersigned signatory for such party has full power, authority and legal right to execute this Agreement on behalf of such party. (d) This Agreement may be executed in counterparts, including email or facsimile transmissions, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and signatures by email or facsimile transmission shall be deemed originals for all purposes and proceedings. (e) This Agreement contains the entire understanding between the parties and supersedes any agreements, statements, commitments or proposals heretofore had between the parties and may not be changed orally. (f) This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the venue for all legal proceedings arising hereunder shall be Ulster County.

(g) Neither party shall assign this Agreement without the written consent of the other party. (h) Licensor has made no representations or warranties regarding the suitability of Licensor's Property for the purpose intended under this Agreement or the physical condition of Licensor's Property or the presence or absence of conditions that might pose a danger to persons entering thereon. (i) The Recitals, and all Schedules and Exhibits to this Agreement, are hereby incorporated herein by this reference.

12. Notices. Any statement, notice, consent, approval, submission, demand, request or other communication given under this Agreement shall be in writing. Each such notice shall be effective for any purpose only if sent by certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, with tracking number, to the addresses first above written. Any party may, by notice as aforesaid, designate a different address for the giving of any notice. Every notice delivered by certified or registered mail shall be deemed to have been given three (3) days following the mailing thereof in the manner aforesaid and every notice delivered by nationally recognized overnight delivery service shall be deemed given when received or refused, except that a notice of change of address shall be deemed to have been given only when received or refused by the addressee.

13. Maintenance and Protection of Persons and Property. At all times during the Term, Licensee shall, at its sole cost and expense, maintain and protect the Licensed Premises in a good, safe and orderly condition, and take all commercially reasonable precautions to protect all persons and property of the Licensor and others from damage, loss or injury arising from Licensee's use of the Licensed Premises under this Agreement. Licensee's obligations to protect shall include the duty to provide, place, replace and maintain in, on or about the Licensor's Property and with the Licensor's assent suitable and sufficient protection, including lights, barricades, fencing,

enclosures, overhead protection, and any other protections that may be required by Licensor to protect the Property. Each of Licensor and Licensee shall immediately notify the other upon learning of any loss, damage or injury to persons or property of Licensor or others arising out of the work to construct the Parking Area and/or the operations and activities of Licensee under this Agreement.

14. Risk of Damage or Loss. Licensee, as a material part of the consideration to Licensor, hereby assumes all risk of bodily injury (including death) and damage to property of Licensee, its employees, agents, contractors, subcontractors, laborers, materialmen, suppliers, vendors, invitees and the like in or upon the Licensed Premises due to any cause whatsoever, and to injury to persons and damage to property of others due solely to the acts or omissions of Licensee, its employees, agents, contractors, subcontractors, laborers, materialmen, suppliers, vendors, invitees and the like in connection with the performance of the construction of the Parking Area, excluding the negligence or willful misconduct of Licensor. Licensee hereby releases and relieves Licensor, and waives its entire right of recovery against Licensor, for any loss or damage arising out of the risks assumed by Licensee as set forth in the preceding sentence.

15. Hazardous Materials; Disturbances. Licensee shall not use, generate, manufacture, store, handle, transport or dispose of any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or any other "hazardous materials" as that term may be defined under federal or state law, in, on or over the Licensed Premises. Should any discharge, leakage, spillage, emission or pollution of any type occur in, on, from or upon the Licensed Premises as a result of Licensee's breach of its obligations set forth in the first sentence of this Section, Licensee shall provide notice as required by laws and Licensee, at its sole cost and expense, shall undertake all appropriate remediation on all the property affected, whether owned

by Licensor or any third party, to the satisfaction of Licensor and as may be required by applicable laws. Licensee shall provide notice as required by Laws of any hazardous materials or pollutants discovered by Licensee, its employees, agents, contractors, subcontractors, materialmen, vendors or the like during the term of this Agreement. Licensee shall take commercially reasonable efforts consistent with accepted construction protocols to minimize disturbances to the nearby residential and commercial establishments, whether from noise, dust, odors or other emissions.

16. No Effect on Recorded Documents. This Agreement shall not nullify, modify, abrogate, or affect in any manner any recorded document affecting the lands of the Licensor, whether reference is made to this Agreement specifically therein, or otherwise. This Agreement shall not be recorded and shall always remain subordinate to any and all mortgages now or hereafter placed upon the lands of the Licensor.

17. Invalidity. In the event any portion, provisions, or terms of the Agreement are determined by a Court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect.

18. Captions. The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement and shall not be considered in the interpretation of this Agreement or any provision hereof.

19. Further Assurances. The parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by this Agreement), as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

20. General Obligations Law. To the extent applicable, the Licensor shall enjoy all liability protections afforded to the Licensor by operation of Section 9-103 of the General Obligations Law of New York State and with respect to all public use of the Parking Area.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

In witness whereof, the parties hereto have signed this Agreement on the date first above written.

Licensor:
COMMUNITY CHURCH OF HIGH FALLS
a/k/a HIGH FALLS REFORMED CHURCH

Tenant:
TOWN OF MARBLETOWN

By: _____

By: _____
Richard Parete, Supervisor

STATE OF NEW YORK

COUNTY OF SS:

On , 2023 before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK

COUNTY OF SS:

On , 2023, before me, the undersigned, personally appeared RICHARD PARETE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the named individual executed the same in that named individual's capacity, and that by the named individual's signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public