

LEASE AGREEMENT

BY AND BETWEEN THE TOWN OF ROSENDALE AND THE TOWN OF MARBLETOWN, municipal corporations having their offices at 1915 Lucas Avenue Cottekill, New York 12419, hereinafter referred to as “the Landlords”, and Harrison & Burrowes Bridge Constructors, Inc. having an address of 22 Hamilton Lane Glenmont, NY 12077, hereinafter referred to as “the Tenant”:

WITNESSETH:

1. Leased Premises and Lease Term. The Landlords hereby lease the Tenant Room M-7 in the Rondout Municipal Center located at 1915 Lucas Avenue Cottekill, NY 12419, for a term of six (6) year to commence on or about the 1st day of April 2024, and to terminate on the 1st day of October 2024 (the “Lease Term”). During the term of this Lease, the said Leased Premises shall be used as and for Tenant’s business operations/office.

This Lease may be renewed for an additional monthly term, upon mutual agreement of the Landlords and Tenant and thirty (30) days’ notice.

2. Rent. The six-month rent for the Leased Premises for the Lease Term shall be three thousand dollars and zero cents (\$3,000.00), payable in monthly installments of five hundred dollars (\$500.00) in advance on the first day of each month (April, May June, July, August, September) effective at signing.

3. Utilities and Other Services. The Landlords, at their sole cost and expense, agrees to furnish all utilities, including heat, electricity, water and sewer service for the normal use of the Tenant. The Landlords shall also provide the following services to the Tenant, at its own cost and expense: plumbing, snow and ice removal, and garbage and refuse removal. In addition, the Landlords shall maintain the parking lot and the sidewalks, keeping same free and clear of any obstruction and clear of ice and snow.

4. Internet. The Town shall provide up to one (1) megabyte of service, monthly, to the Tenant included in the rental amount.

5. Care and Maintenance of Leased Premises. The Tenant shall take good care of the Leased Premises and shall provide, at its own cost and expense, janitorial service, telephone service and any other service to the Leased Premises. At the end or other expiration of the Lease Term, the Tenant shall deliver up and surrender the Leased Premises in as a good a state and condition as they were at the commencement of this Lease, reasonable wear and tear excepted.

6. Insurance. The Tenant shall provide, during the term of this Lease, general liability and property damage insurance covering its use of the Leased Premises, the limits of coverage to be

\$1,000,000 for bodily injury, including wrongful death, for any one person and \$3,000,000 per occurrence. Property damage liability coverage will be \$100,000 for each occurrence. All such insurance policies shall be written in the name of the Tenant and shall name the Towns of Rosendale and Marbletown, its officers, employees and agents, as additional named insured. The originals of said policies shall at all times be on file at the office of the Tenant with certificates showing the maintenance of said policies during the entirety of the Lease Term to be issued to the Landlords. Such certificates shall provide for the giving of twenty (20) days notice, in writing, to the Landlords of the cancellation or termination of said policies.

7. Indemnification. The Tenant covenants and agrees to save and hold the Landlords harmless from, and indemnify it against, any and all liability claims and damages, including reasonable attorney's fees of any nature and kind whatsoever, resulting from or arising out of or in any way arising from the Tenant's, its agents', servants' or employees' use of the premises, except when caused by the negligence of the Landlords, its officers, employees or agents.

8. Alterations to the Leased Premises. The Tenant shall not make any alterations to the Leased Premises without the prior written consent of the Landlords.

9. Compliance with Laws, Ordinances, Codes, etc. The Tenant shall comply with any and all laws, ordinances, codes, rules and regulations, and requirements of any governmental body or agency applicable to the used of the Leased Premises. The Tenant shall also comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or other similar body, at the Tenant's own cost and expense. The foregoing provisions shall be applicable only if such violation is caused or created by the Tenant. If any such law, ordinance, code, rule or regulation requires that a permit or other authorization be issued in order for the Tenant to use the Leased Premises for the purposes set forth herein, such permit or authorization shall be obtained by the Tenant at its sole cost and expense.

10. Assignment, Sublease or Underlease. The Tenant, its successors, heirs, executors or administrators shall not assign this Agreement, or sublet, underlet or underlease the Leased Premises, or any part thereof.

11. Notice of Dangerous Condition. Tenant must give the Landlords prompt notice of fire, accident, damage or dangerous or defective condition. If the Leased Premises cannot be used because of fire or other casualty, Tenant is not required to pay rent for the time the Leased Premises are unusable. If part of the Leased Premises cannot be used, Tenant must pay rent for the usable part (provided Tenant can use the premises for the purposes set forth herein). Landlords are not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant, then all repairs will be made at Tenant's expense and Tenant will pay the full rent with no adjustment. The cost of the repairs will be paid in full upon presentation to the Tenant of the actual costs of the repairs.

Landlords have the right to demolish or rebuild the building if there is substantial damage caused by fire or other casualty. Landlords may cancel this lease within thirty (30) days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end thirty (30) days after Landlord's cancellation notice to Tenant. Tenant must deliver the premises to Landlords on or before the cancellation date in the notice and pay all rent then due. The parties shall mutually decide which part of the premises is usable, in the event of fire.

The Tenant may cancel this lease within ten (10) days after any substantial destruction or injury to the Leased Premises by fire or other casualty, rendering the premises untenable and unfit for occupancy pursuant to the provisions of New York Real Property Law, Section 227.

12. Right to Enter Leased Premises. Tenant agrees that the Landlords and the Landlord's agents and other representatives shall have the right to enter into an upon said Leased Premises, or any part thereof, at all reasonable hours for the purpose of inspecting the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, provided reasonable notice of such inspection is first given to the Tenant by the Landlords, where practicable.

13. Cancellation by Landlords or Tenant. The Landlords may cancel this Lease upon giving at least sixty (60) days prior notice to the other party in the event that

- a. there is a substantial change in the needs and requirements of the Landlords with respect to facilities; or
- b. there is any other change which substantially affects the needs or requirements of the Landlords.

Such notice shall be in writing and delivered to Tenant. The obligation of the Tenant to pay rent and any additional rent hereunder shall cease upon the effective date of the cancellation of this Lease, except that the Tenant shall pay all rent and any additional rent due to the effective date of cancellation.

14. Tenant's Defaults and Landlord's Remedies. Landlords may give ten (10) days written notice to Tenant to correct any of the following defaults:

- a. Failure to pay rent or additional rent on time.
- b. Improper assignment of this Lease, improper subletting of all or part of the Leased Premises, or allowing another to use the Leased Premises.
- c. Improper use by the Tenant of the Leased Premises.
- d. Failure to fully perform any other term in this Lease.

If the Tenant fails to correct the defaults set forth above within the ten (10) days, the Landlords may cancel this Lease by giving Tenant a written three (3) day notice stating the date the term will end. On that date, the Lease Term and Tenant's rights in this Lease automatically end and Tenant must leave the Leased Premises and give Landlord the keys. Tenant continues to be responsible for (1) rent due but unpaid; (2) rent for the balance of the original term of this Lease or for six (6) months, whichever period is less; and (3) expenses, damages and losses.

If the said Leased Premises, or any part thereof, shall be deserted or become vacant during said Lease Term, or if any default be made in the payment of the said rent or additional rent, or any part thereof, or if any default be made in the substantial performance by the Tenant, the Landlords or representatives may re-enter the said premises by summary proceedings, and the Landlords may rent the premises on behalf of the Tenant, reserving the right to rent the premises for a longer period of time than fixed in the original lease without releasing the original Tenant from any liability, applying any monies collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the Landlords, any surplus shall be paid to the Landlords. The Tenant shall remain liable for any deficiency.

15. Exemption from Liability. Landlords shall be exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said premises or from any damage or injury resulting or arising from any other cause or happening whatsoever, unless such liability is a result of the Landlord's negligence, nonfeasance, malfeasance or misfeasance.

16. Appropriate Use of Leased Premises. Tenant will not, nor will Tenant permit other persons, to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will, in any way, increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause any increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

17. No Waiver. The failure of the Landlords to insist upon a performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlords may have, and shall not be deemed a waiver of any subsequent breach or default in their terms, conditions and covenants herein contained. This Lease may not be changed, modified, discharged or terminated orally.

18. Condemnation. If the whole, or any part, of the building subject to this Lease shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlords for the value of any unexpired term of said Lease. No part of any such award shall belong to the Tenant, except for any damages which the Tenant may incur as a result of such condemnation and for which the Tenant shall file its own claim.

19. Removal of Fixtures. If, upon the expiration of this Lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of the Lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant. Tenant shall have a grace period of fifteen (15) days within which to remove trade fixtures or other property, said grace period to commence upon the Landlord's right to possess the premises.

20. Re-entry of Leased Premises. In the event that the relationship of the Landlords and Tenant may cease or terminate by reason of the re-entry of the Landlords under the terms and covenants contained in this Lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay, in quarterly payments, during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between the Landlords and Tenant that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on matters whatsoever arising out of or in any way connected with the Lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

21. Signs. The Tenant may place advertising signs on the premises provided the Tenant complies with the applicable Town ordinances and provided the same do not protrude from the building, and provided prior approval and design is obtained from the Towns of Rosendale and Marbletown.

22. Condition of Leased Premises. The Landlords have not made any representations or promises with respect to the physical condition of the Leased Premises, or any other matter or thing affecting or related to the Leased Premises. Tenant has inspected the building and the Leased Premises, is thoroughly acquainted with their condition, and agrees to take the same in their present condition, "as is", except as expressly set forth herein. The Tenant acknowledges that the taking of possession of the Leased Premises by the Tenant shall be conclusive evidence that the Leased Premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken and that Landlords thereafter have no obligation to make any repairs or perform any other act to make the premises ready for occupancy for Tenant.

23. Summary Proceedings. If the Landlords shall institute an action for the collection of rent or summary proceedings against the Tenant by reason of the Tenant's default, the Tenant shall pay the Landlord's reasonable attorney's fees, plus court costs and disbursements incurred by the Landlords in connection with such summary proceedings, and the amount of such attorney's fees, court costs and disbursements, shall be deemed additional rents hereunder, provided the Landlords are successful in its litigation with the Tenant.

24. Remedies Not Exclusive. The remedies set forth in this Lease in the event of a default shall not be deemed exclusive, but shall be in addition to all other remedies at law or in equity which the Landlords may have to or which it may be entitled in case of such default and no action taken or omitted by the Landlords in the event of default shall be deemed a waiver of such default and the

waiver of a particular default or a waiver of the same default occurring. Under principles of mutuality of contract, the Tenant shall, likewise, be entitled to similar rights granted the Landlords herein.

25. Notices. Any notice required to be given under this Lease shall be in writing, by certified mail, return receipt requested, addressed as set forth hereinabove. Any changes or modifications to this Agreement shall be in writing and signed by both parties.

26. Sidewalks. Tenant will not encumber, nor obstruct the sidewalk in front of, the entrance to, or halls or stairs of said premises, nor allow same to be obstructed or encumbered in any manner.

AND THE SAID LANDLORDS COVENANT that the said Tenant, on paying the said rent and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlords.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements contained in the within Lease shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals this ____ day of July 2023.

LANDLORD:

TENANT:

BY: _____
Jeanne L. Walsh, Supervisor
Town of Rosendale

BY: _____
Mason Chase, Project Manager
Harrison & Burrowes Bridge
Constructors, Inc.

BY: _____
Richard Parete, Supervisor
Town of Marbletown