

THIS LEASE between the INCORPORATED VILLAGE OF ROSLYN, a Municipal corporation organized under the laws of the State of New York, hereinafter referred to as the "LANDLORD" and THE ROSLYN LANDMARK SOCIETY, INC., a membership corporation organized under the laws of the State of New York, hereinafter referred to as the "TENANT";

WHEREAS the premises hereinafter described were taken by the Landlord by gift, grant and devise upon the prescribed condition of the grantor that the said premises shall be restored as a house museum, and

WHEREAS the delivery of the deed to the said premises to the Landlord was conditioned upon the Landlord's agreement, permission and consent to the foregoing, and

WHEREAS the grantor of the said premises chose the Tenant as a historical association to restore the said premises and has given to the Tenant the sum of \$5,000.00 upon the prescribed condition that the said sum be used in the restoration of the premises, and

WHEREAS the Landlord deems the said premises to be of historical significance and worthy of preservation and in furtherance of the foregoing has elected to establish and maintain the said premises as public park lands, and

WHEREAS the Tenant is a historical association as defined by the laws of the State of New York,

WITNESSETH:

The Landlord, pursuant to the Village Law of the State of New York, as it presently exists, and in consideration of the rents to be paid as hereinafter set forth, and of the covenants and agreements hereinafter mutually, to be kept and performed by the

parties hereto, leases to the Tenant for exposition purposes, upon the terms and conditions here stated, the following premises: the Joseph Starkins House situated on Main Street, in the Incorporated Village of Roslyn, which was built during the late 17th Century, and which said premises are more particularly described as follows:

ALL that certain plot, piece or parcel of land with the buildings thereon erected, situate, lying and being in the Incorporated Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly side of Main Street at a point where the same is intersected by the dividing line between premises herein described and the southeasterly line of land now or formerly of John G. Tarrant and Julia E. Tarrant, his wife, who acquired title to same by deed dated 11/2/64 recorded 4/12/65 in liber 7376 cp 126; running thence from said point of beginning south 47° 38' 40" East and along said southwesterly side of Main Street 5.76 feet to a point; THENCE continuing south 49° 18' 30" East and along said southwesterly side of Main Street 84.27 feet; THENCE south 42° 06' 00" West 100 feet; THENCE North 47° 54' 00" West 90 feet to said dividing line above mentioned; THENCE North 42° 06' 00" East and along said dividing line 97.96 feet to the point or place of beginning.

The terms of the lease shall begin on the 17th day of May, 1992 and end on the 16th day of May, 2017 unless sooner terminated or renewed as hereinafter provided.

The Tenant shall pay the annual rent of \$1.00 to be paid in advance on the 1st day of the beginning of each and every year during the term of this lease.

COVENANTS OF THE TENANT:

1. The Tenant does hereby covenant and agree with the Landlord that it will at its sole cost and expense

(a) Restore the Joseph Starkins house as a House Museum in accordance with present prevailing museum standards for

exposition to the public.

(b) Make all alterations, additions, demolitions and removals in, to or around said premises which are necessary to restore the premises to a period which appears most appropriate to historians and experts retained by the Tenant, subject to the continuing review and approval of the Landlord. The general outline of the planned alterations, additions, demolitions and removals in, to or around said premises are as follows:

(1) Demolition of the 20th Century, one-room wing at west end of house.

(2) Elimination of 20th Century dormer window from 18th Century salt-box roof on the north slope of the main block. Elimination of the 19th Century dormer window from the 17th Century roof on the south slope of the main block. The elimination of the two dormers will restore the contour of the salt-box developed during the 18th Century.

(3) Removal of small connecting wing between 1½ story early 19th Century wing and 2 story later 19th Century wing, both attached to east end of main block. Probably removal of 2 story wing to southwest corner of property for domiciliary use. This removal is essential to provide adequate profile for 18th Century salt-box roof.

(4) In addition to the foregoing, much of the side and roofing, etc., must be altered, and some of the windows must be changed to accomplish a feasible & plausible restoration.

(c) Furnish and decorate the said House Museum in keeping with the period of its restoration.

(d) Restore and complete the restoration of the Joseph Starkins house for the use and purposes aforesaid.

(e) Expend the sum of FIVE THOUSAND (\$5,000.00) DOLLARS heretofore given to the Tenant by the grantor in the restoration of the premises and for the use and purposes aforesaid.

(f) Rent a part of the premises, if feasible,

including any part of the premises removed to another location on the property to a caretaker or other proper person to insure the presence of someone on the premises to preserve the premises in case of emergency and against possible theft, vandalism, fire or other casualty.

(g) Expend and use all monies received for the restoration, operation and maintenance of the premises from whatever source for the present and future restoration, maintenance, operation and development of the said House Museum and grounds.

(h) Not assign this lease, nor underlet said premises or any part thereof, except as aforesaid without the written consent of the Landlord.

(i) Furnish electricity, water, heat, janitor service and grounds maintenance.

(j) Furnish an attendant or attendants at the times the house museum is open for exposition purposes to the public.

(k) Permit the Landlord to enter upon the premises at all reasonable times to examine and inspect the same.

(l) Indemnify and save the Landlord from and against any loss, damage and liability occasioned by, growing out of, or arising or resulting from any default in the performance of any of the covenants, terms, conditions or provisions of this lease.

(m) The Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and ^{Village} ~~City~~ Government and of any and all their Departments and Bureaus applicable to said

premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises, during said term.

(n) The Tenant shall furnish all heat by its own heating system and electricity and water on its own separate meter at its own expense and shall pay for any and all utility services used by it on said premises.

(o) The Tenant shall pay all taxes and assessments, if any, that may be levied against the leased premises and shall have the right and is hereby authorized by the Landlord to contest any such levy. Failure to pay such taxes and assessments and to exhibit receipts showing the payment thereof within thirty (30) days after demand shall constitute a forfeiture and this lease shall terminate and come to an end.

MUTUAL COVENANTS:

2. It is mutually agreed by and between the Landlord and Tenant that:

(a) Tenant agrees to pay the premiums on fire insurance and extended coverage taken out by Landlord in an amount equal to 80% of the appraised valuation. In the event of partial damage, the Landlord agrees to turn over the proceeds of the insurance collected to the Tenant which thereupon shall be obligated to make all restoration and repairs. In the event of total destruction, the Tenant shall have the option of rebuilding (upon the receipt of the insurance money) or removing the debris, filling in the excavation, and seeding the area in lawn whereupon this lease would terminate by its terms. In the event of rebuilding, the plans and specifications therefor must be approved

by the Landlord.

In the event of total destruction, the proceeds of insurance shall be paid to the parties in the proportion that Tenant's alterations and improvements less depreciation bear to the whole insurable value as depreciated, if Tenant elects not to rebuild.

(b) The Tenant hereby assumes all liability to the public and to all employees and to any and all other persons for any and all injuries sustained by reason of the use of said premises by said Tenant and agrees to obtain and pay for liability insurance for that purpose covering the Landlord and Tenant in the amount of \$200,000.00 in respect to any one person and \$500,000. in respect to any one accident. Such insurance shall be kept and maintained during the whole of such lease and any extension thereof and shall be increased in amount at the request of the Landlord in the light of changing conditions. Such policy shall be placed in the custody of the Landlord and such policy shall be furnished at the time that the Tenant takes possession of the premises. Failure to pay the premiums and keep such policy in force shall constitute a forfeiture of this lease.

(c) The Landlord is exempt from, and Tenant assumes, 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 building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused or be due to the negligence of the Landlord. It is the intent of the parties hereto that the Landlord shall not be liable under this lease in any manner whatsoever.

(d) The failure of the Landlord to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Landlord may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This instrument may not be changed, modified or discharged orally.

(e) Should the land whereon said building stands or any substantial part thereof be condemned for public use, then in that event, upon the taking of the same for such public use, this lease, at the option of the Landlord shall become null and void and the term cease and come to an end upon the date when the same shall be taken. The proceeds of the award shall be paid to the parties in proportion that the Tenant's alterations and improvements, less depreciation, bear to the whole award as to the value of the premises, as depreciated.

(f) If after default in payment of rent or violation of any provisions of this lease, or upon the expiration of this lease, or the premises are vacated or deserted by the Tenant, the Tenant moves out or is dispossessed and fails to remove any fixtures or other property prior to such said default, removal, expiration of 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, upon the expiration of ninety (90) days, be deemed abandoned by the said Tenant and shall become the property of the Landlord.

In the event that the Tenant shall breach any other covenant herein contained, this lease may be terminated upon thirty (30) days written notice served on the Tenant at the premises by registered mail.

(g) This lease and agreement may be renewed upon the same terms and conditions as hereinabove provided for a further term of twenty-five (25) years from and after the expiration date in the year 2017 hereinabove set forth, provided the Tenant six (6) months prior to the expiration date hereof in the year 2017 shall notify the Landlord that this agreement and lease shall be so renewed as hereinabove set forth, and shall notify the Landlord in writing that a renewal is demanded and required whereupon such renewal shall be granted provided, however, that the Tenant has fully performed all the terms and conditions and covenants as set forth in this lease.

(h) Wherever in this lease the Landlord is required to give notice to the Tenant, it shall be in writing and shall be forwarded by United States Registered Mail addressed to the Tenant at the demised premises.

(i) Upon the Tenant paying the rent reserved and performing all the covenants and conditions herein contained it shall quietly have and enjoy the premises without interference or molestation.

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 or assigns.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper officers and caused their seals to be hereto affixed this 12th day of ~~June, 1993~~ October, 1993

INCORPORATED VILLAGE OF ROSLYN

by: Joel Savin
MAYOR

ROSLYN LANDMARK SOCIETY, INC.

by: [Signature]
PRESIDENT

STATE OF NEW YORK)
COUNTY OF NASSAU) SS: *file*

On this 5th day of October, 1993 before me personally came JOEL PASNIK to me personally known, who being by me duly sworn did depose and say that he resides at 32 Pine Drive North, Roslyn, New York, and is the Mayor of THE INCORPORATED VILLAGE OF ROSLYN, organized and existing under the laws of the State of New York, described in and which executed the foregoing instrument, and that the above instrument was executed by him by authority of the Board of Trustees of said INCORPORATED VILLAGE OF ROSLYN.

Linda K. Clark
Notary Public

LINDA K. CLARK
NOTARY PUBLIC, State of New York
No. 30-4515839
Qualified in Nassau County
Commission Expires March 30, 1994

STATE OF NEW YORK)
COUNTY OF NASSAU) SS: *file*

On this 12th day of October, 1993 before me personally came ROGER GERRY to me personally known, who being by me duly sworn, did depose and say that he resides at 105 Main Street, Roslyn, New York, and is the President of ROSLYN LANDMARK SOCIETY, INC., organized and existing under the laws of the State of New York, described in and which executed the foregoing instrument, and that the above instrument was executed by him by authority of the Board of Directors of said ROSLYN LANDMARK SOCIETY, INC.

Linda K. Clark
Notary Public

LINDA K. CLARK
NOTARY PUBLIC, State of New York
No. 30-4515839
Qualified in Nassau County
Commission Expires March 30, 1994