

**RESOLUTION DECLARING THE LAND
LEASE IN THE TOWN OF MARILLA WITH THE MARILLA HISTORICAL SOCIETY**

The Town Board of Marilla has adopted a Resolution to lease town property to the Marilla Historical Society. The lease is a ground lease under which the Marilla Historical Society will build a building on the property to be leased, terms of the lease are as attached hereto.

The Resolution is subject to Permissive Referendum.

DULY ADOPTED, this 14 day of May 2026 by the following vote:

Supervisor Gingerich Jr.	Voted: Aye
Councilman Nolan	Voted: Aye
Councilman Reichert	Voted: Aye
Councilman Dolegowski	Voted: Aye
Councilman Sebastiano	Voted: Aye

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (Agreement) is made as of May 14, 2026, by and between:

Landlord: Town of Marilla at S1740 Two Rod Road, Marilla, New York 14102

Tenant: Marilla Historical Society at Marilla Community Center, 1810 Two Rod Road,
Marilla, New York 14102-9726 (Mailing Address: P.O. Box 36, Marilla, New York 14102)

1. **Premises:** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property located in the Town of Marilla, State of New York described as:

2. **Term:** The term of this lease (term) shall be for a period of fifty (50) years, commencing on June 1, 2026 and expiring on May 31, 2076, unless sooner terminated as provided herein. The Tenant shall have the option to renew this lease for an additional fifty (50) year term. Rent to be determined at the time of renewal, taking into consideration economic conditions at the time of renewal. Notification of the intent to renew shall be given to the Landlord one (1) year prior to expiration of the original term.

3. **Rent:** Tenant shall pay the Landlord rent as follows:
 Base rent: \$ 1.00 per year, payable in one (1) annual installment.
 As additional rent Tenant shall further exhibit artifacts of historical significance relevant to the Town of Marilla and make such exhibits available for viewing to Town of Marilla residents on a regular basis.
 Payment due date: May 1st of each year.
 All rent shall be paid without offset, deduction or counterclaim.

4. **Use of Premises:** Tenant shall use the premises solely for Historical Museum purposes. Tenant shall comply with all applicable Federal, State and Local Laws including the New York Real Property Law.

5. **Taxes and Assessments:** Tenant shall pay all Real Estate taxes, assessments and governmental charges levied against the premises during the term of this lease, when due, prior to any delinquency date.

6. **Improvements:** Tenant shall have the right to construct improvements on the premises subject to:

Landlord's prior written consent (not to be unreasonably withheld).

Compliance with all zoning and building regulations.

Obtaining all required permits.

Unless otherwise agreed, all improvements shall become the property of the Landlord upon expiration or termination of this lease.

7. **Maintenance and Repairs:** Tenant shall, at its sole cost and expense, maintain the premises and all improvements in good condition and repair, so that the security furnished by the buildings and improvements shall not be impaired or diminished in value, and also so that such buildings and improvements can be surrendered in good order and condition upon termination of this Lease.

8. **Insurance:** Tenant shall maintain the following insurance:

Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence.

Property Insurance: Covering the improvements for cost of replacement.

Naming Landlord as an "Additional Insured".

Proof of insurance shall be provided annually at the time of payment of rent.

9. **Indemnification:** Tenant shall indemnify and hold the Landlord harmless from all and any claims, liabilities, damages, or expenses arising out of Tenant's use or occupancy of the premises, and any buildings or improvements thereon or by reason of any accident, loss, wrong, injury, or damage to person, life or property in, or about the demised premises or by reason of any use which may be made of the leased 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 in any building at any time situated thereon or improvement connected therewith, or by reason of the failure of the Tenant in any respect to fully carry out and perform any of the covenants, agreements, provisions or undertakings in this lease.

10. **Default:** The occurrence of any of the following shall constitute a default:

Failure to pay rent within fifteen (15) days after notice.

Violation of any covenant or obligation under terms of this Lease Agreement.

Upon default, Landlord shall have all rights available under New York Law including termination and eviction.

11. **Assignment and Subletting:** Tenant shall not assign this lease or sublet the premises without the prior written consent of Landlord.

12. **Mortgage and Financing:** Tenant may, with Landlord's consent, mortgage its leasehold interest for financing purposes.

13. **Casualty and Condemnation:** In the event of damage or condemnation:

Tenant may restore improvements if economically feasible.

Rent maybe adjusted proportionally.

Either party may terminate the lease for good cause only.

14. **Surrender:** Upon expiration or termination, Tenant shall surrender the premises and improvements thereon in good condition, reasonable wear and tear excepted.

15. **Holdover:** If Tenant remains in possession after expiration, such tenancy shall be deemed month to month tenancy at one hundred fifty (150%) percent of the last rent.

16. **Notices:** All notices shall be in writing and delivered by Certified Mail:

Overnight Courier.

Personal Delivery.

To the addresses listed above.

17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the Laws of the State of New York.


18. **Entire Agreement:** This agreement constitutes the entire agreement between the parties and may only be modified in writing signed by both parties. This lease may be amended by mutual consent of the parties only by written, signed agreement.

19. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original.

Date: 2nd of June, 2026



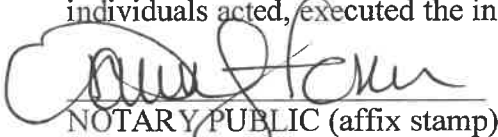
Landlord: Town of Marilla, Earl Gingerich, Jr., Supervisor



Tenant: Marilla Historical Society, Cindy Petrinec, President

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

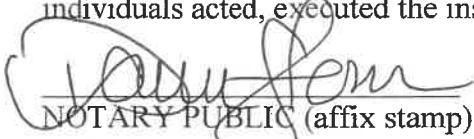
On the 2 day of June in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared **EARL GINGERICH, JR.**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within attached instrument and acknowledged to me that he executed the same in his capacity on behalf of the Town of Marilla, and that by his signature on the instrument, the individual, or the person on behalf of which the individuals acted, executed the instrument.


NOTARY PUBLIC (affix stamp)

DAWN STOVER
Notary Public - State of New York
No. 01ST6342746
Qualified in Erie County
My Commission Expires May 31, 2028

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 2 day of June in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared **Bynthia Petnec**, 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 attached instrument and acknowledged to me that he executed the same in his capacity on behalf of the Town of Marilla, and that by his signature on the instrument, the individual, or the person on behalf of which the individuals acted, executed the instrument.


NOTARY PUBLIC (affix stamp)

DAWN STOVER
Notary Public - State of New York
No. 01ST6342746
Qualified in Erie County
My Commission Expires May 31, 2028