

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made as of February 12, 2026 (the "Effective Date") by and between **NORWICH CITY SCHOOL DISTRICT** ("Landlord"), with its offices located at 89 Midland Drive, Norwich, NY 13815, and the **GUERNSEY MEMORIAL LIBRARY** ("Tenant"), with a mailing address of 3 Court Street, Norwich, NY 13815. Landlord and Tenant may sometimes be referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, pursuant to N.Y. Education Law § 403-a, if property owned by a school district is not currently needed for school district purposes and the lease is in the best interest of the school district, then the property may be leased to a third party; and

WHEREAS, Landlord is the owner of that certain real property, including the building located thereon, more particularly described as 3 Court Street, Norwich, NY 13815, as depicted in an architectural-quality floor plan attached hereto as Schedule 1 (the "Premises"), was transferred to the Landlord in the Will of Jane Guernsey dated December 24, 1898 "for the establishment and maintenance of a free public library"; and

WHEREAS, Tenant desires to lease such property to operate a library; and

WHEREAS, the Landlord desires to lease the Premises to Tenant for these purposes; and

WHEREAS, the parties desire to enter into this Lease whereby Tenant will lease the premises from Landlord under the terms and conditions hereinafter provided; and

WHEREAS, the Norwich City School District has passed a resolution stating that the Premises are not currently needed for school district purposes and that this Lease is in the best interest of the school district;

NOW, THEREFORE, in consideration of the promises set forth herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 – RECITALS

1. Recitals: The recitals set forth above shall be incorporated into this Lease as if fully set forth herein.

ARTICLE 2 - PREMISES

2. Premises: Subject to the terms and conditions set forth herein, Landlord, for and in consideration of the covenants and agreements set forth in this Lease, hereby leases and grants to Tenant the Premises.

ARTICLE 3 – TERM; RENT

3.1 Term. The term of this Lease shall be for a total of ten (10) years and shall commence on the Effective Date (the "Commencement Date") and shall terminate on January 31, 2036, or

such earlier date as the parties mutually agree upon in writing (the “**Term**”, or the “**Initial Term**”). The parties may extend the lease Term upon written agreement signed by both parties, however, any extension of the Term of the Lease shall be contingent upon approval by the Commissioner of Education. Either party may terminate this Lease during the Term with or without cause upon one-hundred-twenty (120) days written notice to the other party; provided, however, in the event Landlord elects to terminate the Lease pursuant to this Section 3.1, Landlord shall reimburse Tenant for any and all expenses incurred by Tenant with respect to any alterations and improvements constructed at the Premises .

3.2 **Consideration.** In consideration of the covenants and obligations herein undertaken Tenant shall pay Landlord a sum of One and 00/100 Dollars and No More (\$1.00 and No More) as rent for the Term. Tenant also shall be responsible for maintaining all grounds and facilities including snow removal, site repairs, and other building and ground maintenance needs.

ARTICLE 4 – USE OF LEASED PREMISES

4.1 Tenant shall use and occupy the Premises during the Term for purposes of operating a library, public park purposes, and related uses set forth in this Lease (the “Use”). Landlord represents that the Premises will be used for these purposes in accordance with applicable laws, rules, and regulations.

4.2 Tenant shall have parking lot use for staff and visitor parking.

ARTICLE 5 – CONDITIONS PRECEDENT TO THE OBLIGATION OF THE PARTIES

5.1. The obligation of Tenant to enter into this Lease and to fulfill its obligations under this Lease shall be subject to the following conditions:

(a) **Approvals.**

- i. This Lease is contingent upon approval by the Board of the Guernsey Memorial Library.
- ii. This Lease is contingent upon receipt by the Tenant of any and all approvals the Tenant may require from the New York State Education Department, including issuance of a Certificate of Occupancy by the New York State Education Department Office of Facilities Planning.

(b) **Taxes.** Pursuant to Real Property Tax Law Section 408, the Premises is exempt from real property taxes and shall remain exempt for the Term.

5.2 The obligation of Landlord to enter into this Lease and to fulfill its obligations under this Lease shall be subject to the following conditions:

(a) **Approvals.**

- i. This Lease is contingent upon approval by the Board of Education of Norwich City School District.
- ii. This Lease is contingent upon receipt by the Landlord of any and all approvals the Landlord may require from the New York State Education Department, including issuance of a Certificate of Occupancy by the New York State Education Department Office of Facilities Planning.

ARTICLE 6 – LANDLORD’S DEFAULT

6.1 Landlord’s Default. Landlord shall be in default if it fails to perform any covenant or obligation of Landlord under the terms of this Lease for a period of thirty (30) days after Landlord's receipt of written notice of such default from Tenant; provided, however, that if such covenant or obligation cannot reasonably be performed within thirty (30) days, , such cure period shall be reasonably extended provided that Landlord commences such performance within said thirty (30)-day period and thereafter diligently undertakes to complete the same. If a default by Landlord has not been cured within the time provided in the preceding sentence, or sooner in the case of emergency threatening life or property, then Tenant, in addition to all other remedies now or hereafter afforded by law or equity, may at its option cure the specified default on Landlord’s behalf and any reasonable amounts that Tenant shall advance for such purpose shall be repaid by Landlord to Tenant on demand. The performance of any such work by Tenant on Landlord’s behalf shall be in a good and workmanlike manner and shall comply with all applicable laws, regulations, rules and ordinances, and Tenant shall indemnify and hold harmless Landlord from and against any Loss resulting from Tenant’s failure to do so.

ARTICLE 7 – TENANT’S OBLIGATIONS

7.1 Maintenance, Repairs and Snow Removal.

a) Tenant shall, at Tenant’s sole cost and expense, maintain the structural integrity of the Premises, including without limitation, the roof, foundation, water system, exterior walls, windows, window glass, plate glass and all doors and shall maintain, repair and replace as necessary, at its sole cost and expense, all water systems or utility pipes, and water or utility meters serving the Premises. Tenant shall maintain, repair, and replace, as necessary, all aspects of the operational systems serving the Premises, including, without limitation, electrical systems, heating systems and plumbing systems. Tenant shall give notice to Landlord or Landlord’s agent of the need for repairs or maintenance of which Tenant has actual knowledge.

b) Tenant shall take good care of Leased Premises. At the end or other expiration of the Term, Tenant shall deliver the Premises in good order and condition, damages by the elements and normal wear and tear excepted. Tenant shall make alterations or changes in the Premises in accordance with Article 11 hereof.

c) Tenant shall be responsible for all minor maintenance within the scope and skill set of staff of the Tenant associated with its use. For purposes of this Lease, “minor maintenance” shall mean such maintenance, repair and replacement as may be needed to keep the subject property in good condition and repair.

d) Tenant shall, subject to normal wear and tear, repair damages caused by occupants and invitees during Tenant's occupancy (for example a broken window or graffiti on a wall) to the Premises. Failure to make such repairs shall constitute a default under paragraph 7.6 of the Lease.

7.2 Insurance Requirements.

a) Tenant. Tenant shall maintain the following insurance throughout the Term and in any renewal term:

- Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage.
- Tenant shall provide an umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability, provided that such umbrella or excess insurance results in the amount of Five Million Dollars (\$5,000,000).
- Automobile Liability covering owned and rented vehicles operated by Tenant with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage.
- Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than statutorily required.

b) Landlord. Throughout the Term and in any renewal term, Landlord will insure the Premises for its full replacement cost against loss due to fire and other casualties included in standard extended coverage insurance and maintain comprehensive general liability insurance with respect to the Premises and Landlord's activities thereon, providing bodily injury and property damage coverage in the amounts no less than \$1,000,000 with respect to bodily injury or death arising out of any one occurrence and \$3,000,000 in the aggregate. Landlord will provide Tenant with a certificate of insurance evidencing Landlord's insurance coverage upon request by Tenant.

7.3 Utilities. The Tenant controls settings for all Premises utilities through a central management system. The parties shall work collaboratively to establish appropriate utility settings for the Premises. The Tenant shall pay for all heat, water, gas, electricity, telephone, internet, telecommunications, and any other utilities especially or exclusively supplied and/or metered exclusively to the Premises leased by the Tenant or to the Tenant, together with any taxes, penalties, and surcharges related thereto and any maintenance and facility charges in connection with the provisions of such utilities.

7.4 Compliance with Laws. Landlord shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments and bureaus applicable to the Premises, for the correction, prevention, abatement of nuisances or other grievances, in, upon, or connected with the Premises during the Term. Tenant shall comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and local governments and of any and all their departments applicable to Tenant's Use of the Premises.

7.5 Assignment/Subletting. Tenant, its successors, representatives, executors or administrators, shall not assign this Lease, or underlet or underlease the Premises, or any part thereof, without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

7.6 Tenant's Default. Tenant shall be in default (i) if the Premises, or any part thereof, shall be abandoned during the Term for a period of sixty (60) days, or (ii) should any default be made in the performance of any of Tenant's covenants herein contained for a period of thirty (30) days after Tenant's receipt of written notice of such default from Tenant; provided, however, that if such covenant or obligation cannot reasonably be performed within thirty (30) days, such cure period shall be reasonably extended provided that Tenant commences such performance within said thirty (30)-day period and thereafter diligently undertakes to complete the same. Upon a default on the part of Tenant Landlord may re-enter the Premises by summary proceedings and remove all persons therefrom, without being liable to Tenant for prosecution therefor.

7.7 Signs. Tenant shall be permitted to place a sign or signs in or about the entrance to the Premises or any other part of the same. Tenant shall repair walls where signs were placed. If Landlord shall deem it necessary to remove any such sign or signs to paint the Premises or make any other repairs, alterations or improvements in or upon the Premises, Landlord shall have the right to do so, providing that any sign be removed and replaced at Landlord's expense, whenever such repairs, alterations or improvements shall be completed.

7.8 Right of Entry. Tenant agrees that Landlord and Landlord's agents and other representatives shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

ARTICLE 8 – REPRESENTATIONS AND WARRANTIES OF LANDLORD

8.1 Landlord represents and warrants to Tenant that:

- (A) Landlord holds legal title to the Premises in its name, and
- (B) Landlord has all necessary right, title and authority to enter into this Lease and perform Landlord's obligations hereunder.
- (C) The Premises is not presently encumbered by a mortgage or other security instrument.

ARTICLE 9 – DAMAGE BY FIRE OR CASUALTY

9.1 Damage by Fire or Other Casualty. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Premises shall be so damaged that at least one-half (1/2) of the Premises has been destroyed or materially damaged (the "Casualty Threshold"), in the opinion of Landlord's architect, Landlord may at its option terminate this Lease by notifying Tenant in writing of such decision and termination within 60 days after the date of such casualty. If the Casualty Threshold is not met or if Landlord does not thus elect to terminate this Lease, Landlord shall thereafter commence and proceed with diligence to restore the Premises to its pre-existing condition, except that Landlord's obligation to restore shall not require Landlord to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty.

9.2 Termination. Effective upon any termination of this Lease and the surrender of the Premises by Tenant under any of the provisions of this Lease, the parties shall be released thereby and neither party shall have any further liability to the other for any matters arising under this Lease, except the Tenant shall be obligated to restore the Premises to its original condition less ordinary depreciation, provided that the Landlord may waive such requirement if the Tenant has made improvements to the Premises which may not be removed without causing substantial damage to the Premises.

9.3 Repair and Restoration. It is hereby understood that if Landlord is obligated or elects to repair or restore as herein provided, Landlord shall be obligated to make repairs or restoration only of those portions of the Premises which were originally provided at Landlord's expense, and the repair and restoration of items not provided at Landlord's expense shall be the obligation of Tenant. In no event shall Landlord be obligated to repair or restore any personal property belonging to Tenant.

ARTICLE 10 - MISCELLANEOUS

10.1 Entire Agreement, Modification, Severability, Waiver. This Lease contains the entire understanding between the parties with respect to the subject matter hereof. All prior negotiations between the parties are merged into this Lease and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the parties other than as set forth in this Lease. This Lease shall not be modified, amended, altered or changed except by a writing duly executed by Landlord and Tenant, or their successors or assigns. Any provisions of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Lease. The waiver by either party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

10.2 Quiet Enjoyment. Landlord covenants that Tenant, upon satisfying all obligations set forth herein, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term, subject to any conditions of this Lease.

10.3 Indemnity. Landlord shall defend, indemnify and hold harmless Tenant, its Board, officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees) arising out of the negligent or intentional acts or omissions of Landlord, its officers, employees, agents, representatives and invitees. Tenant shall defend, indemnify and hold harmless Landlord, its Board of Education, officers, employees, agents, representatives and invitees from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees) arising out of the negligent or intentional acts or omissions of Tenant, its Board of Trustees, its officers, administrators, employees, agents and representatives.

10.4 Counterparts. This Lease may be executed in one or more counterparts each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. Facsimile signatures shall be accepted as originals.

10.5 Notices. All notices, consents, requests, instructions, approvals and other communications given in connection with this Lease shall be in writing and shall be deemed to have been validly made or given when delivered personally, or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail, return receipt requested or with a nationally recognized overnight courier service to the address set forth below; provided, however, that notice shall be deemed sufficiently given upon such mailing or deposit with such courier service if delivery is refused by the intended recipient or cannot be completed because the intended recipient has not notified the sender of a changed address in accordance with this provision:

(a) If to Landlord:

Superintendent of Schools
Norwich City School District
89 Midland Drive
Norwich, NY 13815

With copy to:

(b) Jeffrey M. Lewis, Esq.
Ferrara Fiorenza PC
5010 Campuswood Dr
East Syracuse, NY 13057

(c) If to Tenant:
Guernsey Memorial Library
3 Court Street
Norwich, NY 13815

or to such other name or address as any party shall have specified by notice in writing to the other party. Any notice which is mailed in accordance with the provisions of this Section shall be deemed received five (5) days after mailing.

10.6 Binding Effect. All the terms, conditions and covenants of this Lease shall be binding upon Landlord and Tenant and their respective heirs, executors, successors, and assigns.

10.7 Captions: Language. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

10.8 Governing Law. This Lease shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.

10.9 Venue. All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Chenango County, New York State.

10.10 Fully Negotiated Agreement. This Lease has been fully negotiated in an arms' length transaction and neither Landlord nor Tenant has been coerced in any manner to execute this Lease. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Lease, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Lease, nor any term or provision of this Lease, shall be construed against either Landlord or Tenant as a result of the drafting of this Lease or any term or provision thereof by Landlord or Tenant, or their respective counsel.

10.11 Right to Cure. In the event either party claim's default by the other party under this lease, it shall give written notice of the default to the allegedly defaulting party, and such defaulting party shall have ten (10) days after written notice to cure such default, unless Parties mutually agree to extend cure period.

10.12 Conflicts. The Lease herein shall be void and unenforceable if entered into in violation of General Municipal Law § 801 or New York State Education Law §§ 403-a or 410.

ARTICLE 11 – TENANT ALTERATIONS

11.01 Tenant Alterations. Subject to Section 11.03 hereof, Tenant shall not make any alterations, improvements or additions to the Premises (“Alterations”) without Landlord’s prior written consent in each instance, which shall not be unreasonably withheld, conditions or delayed. In furtherance of any structural Alterations, Landlord shall utilize its appointed architect. In the event Tenant desires to make any structural Alterations, Tenant shall first submit to Landlord a proposed scope of work, which Landlord’s architect shall use to create plans and specifications (the “Alteration Plans”). Landlord, upon receipt of the proposed final Alteration Plans, shall accept or make comments to the same within five (5) business days of its receipt of the same. Likewise, Tenant shall reply to any Landlord comments within five (5) business days of its receipt of said comments. This process shall be repeated until the proposed final Alteration Plans are agreed to in writing by the parties. Tenant or Landlord, if required to do so pursuant to applicable law and regulations, shall thereafter apply for and diligently pursue any and all required permits and approvals required for the construction of the Alterations from any applicable governmental or municipal agency. If applicable, Landlord shall be responsible for obtaining a final Certificate of Occupancy from the New York State Department of Education with respect to the Premises. For any structural Alterations permitted hereunder, Landlord shall submit to Tenant a full set of “as built” drawings within thirty (30) days of completion of said Alterations.

11.02 Cooperation. Throughout the entire construction and build out process with respect to an Alteration, each party shall cooperate with the other to provide promptly any additional information and details and shall respond promptly to any request reasonably requested by such party regarding such construction and any other reasonable request of such party. Each party shall consider reasonable alternatives and solutions to any disputed elements in the construction and act in a timely manner with reasonable cooperation to provide maximum flexibility in completing the Alteration.

11.03 Permitted Alterations. Notwithstanding anything to the contrary set forth above, Tenant shall have the right to make interior, non-structural Alterations upon written notice to Landlord without Landlord’s prior approval, if and to the extent such Alterations do not require

the issuance of a building permit and/or Certificate of Occupancy from the New York State Education Department Office of Facilities Planning.

[Signature Page Follows]

[Signature Page – Lease Agreement]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

Landlord:

NORWICH CITY SCHOOL DISTRICT

By: 
Name: Scott Ryan
Title: Superintendent of Schools

Tenant:

**GUERNSEY MEMORIAL
LIBRARY**

By: 
Name: Connie Dalrymple
Title: Director

SCHEDULE "1"

[Premises Floor Plans]







