

Agreement between Holy Name of Mary Parish and Village of Croton-on-Hudson
Use of Parking Lot near Vassallo Park

THIS AGREEMENT made as of this _____ day of _____, 2022, between the VILLAGE OF CROTON-ON-HUDSON, a municipal corporation, having its office at One Van Wyck Street, Croton-on-Hudson, New York (“the Village”), and Holy Name of Mary Parish, located on 110 Grand Street, Croton-on-Hudson, New York (“the Church”).

WITNESSETH:

WHEREAS, the Church owns a certain parking lot property located in the rear of the Holy Name of Mary School adjacent to Vassallo Park and Old Post Road South, Croton-on-Hudson, New York; and

WHEREAS, the Village has leased said parking lot property under a written lease since 2007; and

WHEREAS, the parties desire to extend said lease for an additional period of five years with the modifications set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, the parties mutually agree as follows:

1. The Village hereby leases from the Church the parking lot property to include the entire area of the parking lot extending to all the boundaries thereof.
2. The term of the lease shall be five years, commencing June 1, 2022, and terminating May 31, 2027. The Village shall have an option to renew this lease, to be exercised in writing no later than three months prior to the end of the term hereof, for an additional period of five years at terms and conditions to be negotiated by the parties.
3. The rental shall be in accordance with the following schedule for the term of the lease, payable annually no later than July 1 of each lease year:

June 1, 2022 – May 31, 2023	\$4,000
June 1, 2023 – May 31, 2024	\$4,000
June 1, 2024 – May 31, 2025	\$4,000
June 1, 2025 – May 31, 2026	\$4,000
June 1, 2026 – May 31, 2027	\$4,000

4. The Village shall maintain said parking lot property, including the area formerly known as the “Sherwood Parcel” and the unified public park/playground located thereon, throughout the term of this lease and shall be responsible for all trees, guardrails, playground equipment and play surface, etc., within the Sherwood Parcel, the parking lot property and in the area which immediately borders the parking lot property but not any other Church property.

5. The Village shall be entitled to meter the lot, and to make such charges for daytime and/or overnight parking as it may deem appropriate, and on such terms as it shall prescribe, and shall retain all the proceeds thereof.
6. The Village agrees to waive the annual parking permit fee for Holy Name of Mary Parish staff and Montessori staff.
7. No vehicular traffic will be permitted access through the playground/park area except in emergencies.
8. At the termination of this lease, all improvements shall remain on the premises and shall be the property of the Church.
9. The Village will assume the responsibility for any real property taxes that might be imposed on the demised premises only during the term of this lease.
10. The Village covenants that it will hold the Church harmless against all claims, damages, or causes of action for damage and will indemnify the Church for all such suits, orders, or decrees and judgments entered therein, brought on account of injury to person or property, or loss of life sustained by the use and occupation of the demised premises unless such damage or injury be caused by or be due to negligence of the Church.
11. The Village will maintain liability insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Church's interest as owner shall be included as an additional named insured on the policy.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this

_____ day of _____, 2022.

/for/ Holy Name of Mary Parish

By: _____
Rev. Nelson Couto, Administrator

/for/ Village of Croton on Hudson

By: _____
Bryan T. Healy, Village Manager