

[www.shandaken.us](http://www.shandaken.us)

Supervisor: (845) 688-7165  
Police: (845) 688-9902  
Town Clerk: (845) 688-5004  
Justice Court: (845) 688-5005  
Assessor: (845) 688-5003  
ZBA/ZEO/Planning: (845) 688-5008  
Highway: (845) 688-9901  
Fax: (845) 688-2041

P.O. Box 134, 7209 Rte. 28, Shandaken, NY 12480

## **EMERSON FIELDS LEASE**

May 20, 2024

This lease made this 20<sup>th</sup> day of **May** in the year **2024**, between the **Kaatskill Development Partners, LLC** with offices located at 5340 NYS Rte 28, Mt. Tremper, Town of Shandaken, Ulster County, New York ("**Landlord**"), and the **Town of Shandaken**, PO Box 134, Shandaken, New York 12464 ("**Tenant**").

*In Consideration of the mutual promises and covenants contained herein, it is agreed as follows:*

1. **Landlord** hereby leases to **Tenant** the recreational fields located at 36 Riseley Road, Mt. Tremper, Town of Shandaken, Ulster County, New York 12457, contained entirely within the parcel listed as of the signing of this lease (S-B-L #25.10 – 4 - 2.22), bounded on the southwest in a straight linear run northwesterly starting at the intersection of Riseley Road and NYS Route 28 for approximately 800 feet, bounded on the northwest in a straight linear run northeasterly for approximately 700 feet, bounded on the northeast in a linear run southeasterly for approximately 800 feet and along the boundary partially held by Buckner/Sorrel at 26 Riseley Road, bounded on the southeast in a straight linear run southwesterly for approximately 450 feet along Riseley Road and returning to the intersection with NYS Route 28. The boundaries are to encompass the areas currently developed as Soccer/ Recreational Fields.
2. The **Tenant** shall use the recreational field solely for the benefit of the residents of the Town of Shandaken and others who may visit said Town and who may desire to make use of said premises for game or sporting activities, or as a place for resting or social meetings during reasonable hours of the day or evening, and shall use the parking lot for the parking of automobiles by the persons using the recreational field.
3. **Tenant** agrees to use the leased premises in a manner that will not, in any manner, interfere with the operation of Emerson Resort and its guests or customers.
4. Subject to the mutual rights of termination set forth below, this Lease shall commence on the 1<sup>st</sup> day of May 2024 and terminate on the 31<sup>st</sup> day of March 2029, unless extended for further period(s) as mutually agreed upon in writing by **Landlord** and **Tenant**.
5. This lease may be terminated at any time by either **Landlord** or **Tenant** through written notice sent by registered or certified mail at least sixty (60) days prior to requested termination date. In that event, **Tenant** shall be allowed six (6) months from mutually agreed contract termination date to remove any playground equipment, structures or facilities which it placed or installed upon said premises, and shall fill and level any holes left by removing same.

6. In consideration for said leasing, the **Tenant** agrees to maintain and keep in good order and condition the recreational field and parking lot, and shall remove all dirt, debris, snow and ice from the parking lot to keep the premises reasonably safe for use by the public.
7. **Tenant** agrees to maintain liability insurance covering the leased parcel in the amount of \$3,000,000 per occurrence and \$6,000,000 aggregate, and to name the **Landlord** as an additional insured. A copy of said policy shall be delivered to **Landlord**.
8. At the expiration of this Lease, **Tenant** agrees to surrender the leased parcels in as good condition as presently exists, ordinary wear and tear excepted.
9. **Tenant** represents that this Lease is executed by authority granted to it by the Town Law of the State of New York and approved through Resolution #90-24 (Certified copy attached) of the Town Board of Shandaken adopted June 3, 2024.
10. **Landlord** represents that it has the full right to enter into this Lease and that it has been duly authorized by all required authorities to execute same, **Landlord** further represents that there are no other leases extant for the premises and that the Town of Shandaken shall be the sole tenant of said premises during the term hereof.
11. Notwithstanding anything to the contrary set forth herein, the parties acknowledge the pre-existing rights of the **Landlord** to enter upon the premises and to perform maintenance of its property and adjacent holdings.
12. By signing of this Lease by both parties, it is hereby agreed that the lump sum payment of one U.S. dollar (\$1.00) has been remitted (by Tenant) and received (by Landlord) , and that said payment shall cover the entirety of this lease and any subsequent amendments made hereafter.
13. Legislation S.7424/A.366A, pursuant to changes agreed to with the Legislature, will require camps and youth sports programs with five or more teams participating to establish an AED implementation plan. Such plans will detail how AEDs will be made available or reasonably accessible at every camp, game or practice. The AED implementation plans will also detail how the camps and programs will ensure that when practicable at least one employee, volunteer, coach, umpire or other qualified adult who has successfully completed a training course in the operation of an AED is present.



**IN WITNESS WHEREOF**, the parties hereto have signed their names and affixed their seals.

**KAATSKILL DEVELOPMENT PARTENRS, LLC, LANDLORD**

BY: \_\_\_\_\_  
Title/ Name:


State of New York )

ss.:

County of )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

**TOWN OF SHANDAKEN, TENANT**

BY:  \_\_\_\_\_  
Peter DiSclafani, Supervisor

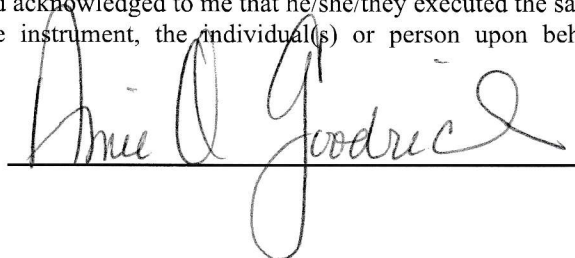
State of New York )

ss.:

County of ULSTER )

On the 10 day of June, 2024, before me, the undersigned, personally appeared PETER DiSclafani, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

AMIE O. GOODRICH  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01GO4939455  
QUALIFIED IN ULSTER COUNTY  
MY COMMISSION EXPIRES JULY 25, 2018 2026

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Joyce Grant Town Clerk, P.O. Box 67, 7209 Rte. 28, Shandaken, NY 12480

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June 5, 2024

## RESOLUTION #90-24

OFFERED BY DISCLAFANI

### RESOLUTION FOR RENEWAL OF EMERSON SOCCER FIELDS LEASE

**WHEREAS**, the Town of Shandaken entered into a lease agreement with Kaatskill Development Partners, LLC of 5340 Rte. 28 Mt. Tremper, NY 12457 since October 15, 2006; and

**WHEREAS**, the Town has used these fields in conjunction with the Onteora School District and several local organizations; and

**WHEREAS**, the Town desires to renew the lease with Kaatskill Development Partners, LLC. in order to continue to provide quality soccer fields for use by all age groups throughout the Town of Shandaken,

**THEREFORE BE IT RESOLVED** the Town of Shandaken Town Board hereby authorizes the Town Supervisor to renew the lease with Kaatskill Development Partners, LLC, for five years, for the price of one dollar (\$1) per year and that said lease shall not exceed a date of May 31, 2029 and shall not exceed a total price of five dollars (\$5).

### AND MOVES ITS ADOPTION

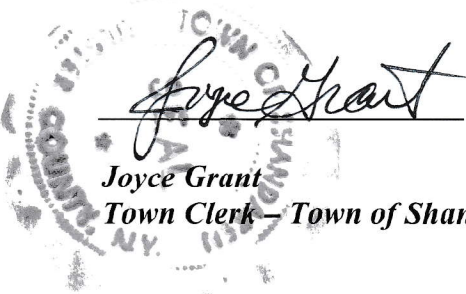
**Seconded by Drake**

**ROLL CALL – 5 AYES**

*I, Joyce Grant, the undersigned Clerk of the Town of Shandaken, Ulster County, New York, Do HEREBY CERTIFY:*

*That I have compared the attached **Resolution #90-2024**, of the Town Board of the Town of Shandaken contained therein with the original on file in my office and that the same is a true and correct copy of said original as recorded in the minutes of the Town Board meeting dated June 3, 2024*

*In witness whereof I have hereunto set my hand and affixed the seal of the Town of Shandaken of Ulster County, New York this **June 5, 2024**.*

  
Joyce Grant  
Town Clerk – Town of Shandaken