

RENEWAL AND RESTATEMENT OF LAZY POINT LOT LEASE

WHEREAS, the Landlord and Tenant are the present parties to a certain Lease dated _____, for a lot located at ____ Shore Road, Amagansett, NY 11930, and;

WHEREAS, the Trustees of the Freeholders and Commonalty of the Town of East Hampton (“Trustees”) in their proprietary capacity as Landlords have on an annual basis, made, executed, and delivered Lease Agreements for the residential lots at Lazy Point, (“Lease Lots”), and;

WHEREAS, the Trustees wish to promote the continued use of the Lease Lots as waterfront residential lots, and to maintain the unique and desirable characteristics of this neighborhood, and;

WHEREAS, the Trustees wish to afford East Hampton Town Residents the opportunity to purchase a Lease Lot by obtaining a mortgage, and to afford its current tenants the opportunity to renovate their homes via mortgage, equity line, or other institutional lending, and;

WHEREAS, as a matter of fairness and equity, and to accomplish the above listed goals, the Tenant has requested and the Landlord has agreed to extend the term of lease, and;

WHEREAS, the extension of the lease term presents an opportunity for the Trustees to review, edit, and consolidate the Lease Agreement and Environmental Certificate, as well as include a Mortgage Rider, into a single centralized Lease Agreement, and;

WHEREAS, the Trustees have determined that in order to reorganize and consolidate the documents and extend the Lease Term, a Renewal and Restatement of Lot Lease is appropriate, and;

WHEREAS, the Parties have agreed upon a fair and adequate consideration for the extended term and lease renewal, and;

WHEREAS, this Renewal and Restatement will make no material change in the scope of the permitted use of the Premises, and;

NOW THEREFORE, in consideration of the agreements contained herein and for other good and valuable consideration received by the parties each from the other, IT IS AGREED that the Lazy Point Lease is hereby Renewed and Restated as follows:

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I. RENEWAL AND RESTATEMENT OF LAZY POINT LOT LEASE

THIS RENEWAL OF LEASE AGREEMENT, made the ____ day of **April, 2019**, by and between:

LANDLORD: John Aldred, Francis Bock, Brian Byrnes, Dell Cullum, Rick Drew, James Grimes, Susan McGraw Keber, Bill Taylor and Susan Vorpahl, constituting the TRUSTEES OF THE FREEHOLDERS AND COMMONALTY OF THE TOWN OF EAST HAMPTON ("TRUSTEES"); with an address of P.O. Box 7073, Amagansett, New York 11930, in the County of Suffolk and State of New York, hereinafter "LANDLORD" parties of the first part; AND

TENANT(S): _____,
Residing at _____ **Shore Road, Amagansett, NY 11930**
Mailing address: _____,
Town of East Hampton, County of Suffolk and State of New York, hereinafter "TENANT(S)", party of the second part;

WITNESSETH, that the Landlord hereby demises and leases to the Tenant, and said Tenant does hereby take from the Landlord, the following lot lease to wit:

1. **PREMISES:** ALL THAT TRACT OR PARCEL OF LAND situate in the Town of East Hampton, County of Suffolk and State of New York, known as a lease lot, and by Lot Number (s) _____ designated upon a certain map entitled "Subdivision Map of Shore Road at Lazy Point, dated June, 1935 made by Wallace H. Halsey, Inc., East Hampton, N.Y., Revised July 11, 1956, by Geoffrey H. Bass, East Hampton, N.Y.", and as shown on a survey by George Walbridge Surveyors, P.C., prepared December 22, 1998; and also known as:

_____ **Shore Road, Amagansett, NY 11930.**

SCTM # 300- _____ ,

2. **TERM:** FOR A TERM OF THIRTY-FIVE (35) YEARS, COMMENCING ON APRIL 30, 2019 and ENDING April 29th, 2054.

The Tenant hereby agrees to quit and deliver possession of said lease lot to the Landlord upon the termination of the term hereof. Upon termination, the Landlord shall have the right to re-enter the said premises without further notice and without the need for or other proceedings.

At the end of the lease term, the Trustees reserve the right to adopt amendment(s) to the terms of the Lease provided the tenants and public are notified at least 30 days prior to the April 29th, 2054 expiration of the leases. It is the intent of this section to notify tenants and others that at the end of the lease term, future boards of Trustees have the unqualified right to amend any and all the terms of the Lease now or hereafter entered into by the Trustees. In addition, over the course of this lease term, the Landlord and Tenant(s) may from time to time, through mutual agreement of the parties, execute Amendments to this Lease.

3. **ANNUAL RENT:** The Tenant shall pay the annual rent in advance for the term aforesaid. The rent for 2019-2020 shall be in the sum of \$1,786.00, payable upon execution and delivery of this lease by the Tenant. Annual rent is due and payable on the ____ day of _____ each year at the Trustee office.

The Annual Rent shall increase at a rate of 2% per annum, rounded to the nearest whole number, until the expiration of the lease term herein. See attached Exhibit A "Rent Schedule."

It is understood and agreed that in the event this lease is terminated for any reason whatsoever, there shall be no proration of rent and Landlord shall not refund to Tenant any rent paid hereunder whatsoever.

4. **TAXES:** The Tenant shall be responsible for the timely payment of any and all taxes which may be assessed by any level of government upon the lot which is the subject of this lease, any dwelling now existing or which may in the future be erected upon said lot, and any other personal property located thereon.
5. **TAX COMPLIANCE:** In the event the Landlord shall determine that the Tenant is not in full compliance with the preceding paragraph, the Landlord may, in its discretion, pay to the taxing authority the full payment of taxes owed, or any part thereof, and such payment, together with any interest and costs which the Landlord may reasonably determine to be due to the Landlord, shall become a charge upon the rental amount for the following year; provided, however, that nothing herein shall limit or abridge any remedy otherwise to the Landlord for breach of the terms of this lease.
6. **RIGHT OF TERMINATION:** The Tenant is hereby granted the right to terminate this lease at any time upon three (3) months written notice of such election, said notice to be mailed to the "Office of the Town Trustees" at the address set forth above.
7. **RENOVATION, REPAIR, AND CONSTRUCTION:** Notwithstanding their ability to obtain financing, or any other provisions herein, the Landlord retains the unqualified right, power, and discretion to accept or deny, in part or in whole, any permit application for any renovations, repairs, landscaping, or construction, or any other proposed projects on these lot leases.
8. **LOSS OF PROPERTY:** In the event a lease lot and/or structure suffer severe damage or loss due to a weather event, whether single, cumulative, or catastrophic, or due to erosion, causing the lease lot to no longer be habitable, the Trustees reserve the right to determine, in their discretion, whether to grant or deny any permit application to rebuild or rehabilitate the damaged structure or lease lot.
9. **RENEWAL AND RESTATEMENT:** This Renewal and Restatement supersedes and revokes existing or previous leases between the Parties. It is the intent of this Renewal and Restatement that all current and future Lazy Point lessees execute and deliver to Landlord this Agreement, such that all tenants shall remain on the same lease term.
10. **SUCCESSORS, HEIRS, ASSIGNS:** All of the provisions herein shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
11. **RULES AND REGULATIONS FOR LAZY POINT LEASES:** The Rules and Regulations for Lazy Point Leases is attached hereto as Exhibit B "Rules and Regulations for Lazy Point Leases." This set of rules shall be adopted each year by the Trustees. It is the intent of this section to notify tenants and others that current and future Boards reserve the unqualified right to amend the terms of the Rules and Regulations each year, provided that thirty (30) day notice is granted to the tenants and public in accordance who Section XI of the Rules and Regulations for Lazy Point Lot

Leases. For purposes of continuity with this Renewal and Restatement of Lazy Point Lot Lease, the Trustees shall adopt Amendments to these Rules in concert with the approval and execution of this Agreement.

IN WITNESS WHEREOF, the said Landlord has caused their corporate seal to be hereunto affixed and this lease to be signed by their duly authorized officer, the day and the year first above written.

Clerk of the Trustees of the Freeholders and Landlord/Lessor
Commonalty of the Town of East Hampton

STATE OF _____, COUNTY OF _____ } ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned,
Personally appeared _____

Who are/is personally known to me or proved to me on the basis of satisfactory evidence to be the Individual(s) whose name(s) is/ae 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 the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the Undersigned in the

(Insert the city or other political subdivision and state or country or other place the acknowledgement was taken.)

IN WITNESS WHEREOF, the said Tenant(s) has/have hereunto set his/her hand and seal, the day and the year first above written.

Tenant/Lessee

Tenant/Lessee

STATE OF _____, COUNTY OF _____ } ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned,
Personally appeared _____

Who are/is personally known to me or proved to me on the basis of satisfactory evidence to be the Individual(s) whose name(s) is/ae 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 the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the Undersigned in the

(Insert the city or other political subdivision and state or country or other place the acknowledgement was taken.)

Notary Public

II. LEASEHOLD MORTGAGES RIDER

1. **Right to Mortgage:** Tenant, its successors, heirs, or assigns, are hereby given the right by Landlord in addition to any other rights granted herein, without Landlord's prior written consent, to Mortgage its interests in this lease lot, under a first Leasehold Mortgage and/or a Purchase Money First or Second Mortgage, Home Equity Line of Credit, or Renovation/Construction Loan, from an accredited lending institution, in connection with this Lease Agreement or any parts hereof, or in connection with any Transfer or Assignment of this Lease Agreement.
2. **Mortgage Subject to Covenants and Restrictions:** As collateral Security for such Leasehold Mortgage, upon the condition that all rights acquired under such Mortgage shall be

subject to each and all of the covenants, conditions, and restrictions set forth in this Lease Agreement, and to all rights and interests of Landlord herein, none of which covenants, restrictions, or conditions shall be waived by Landlord by reason of the right given to Tenant to mortgage such interest in this Lease Agreement, except as expressly provided herein.

3. **No Termination without Consent of Mortgagee:** If Tenant, its successors, heirs, or assigns shall Mortgage this Leasehold, and if the holder of such Leasehold Mortgage shall, within forty-five (45) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee and the pertinent recording date of said Leasehold Mortgage, Landlord agrees that so long as said Leasehold Mortgage remains unsatisfied of record, or until written notice of satisfaction is tendered to Landlord, the following provisions shall apply:
 - A. There shall be no cancellation, surrender, or modification of this Lease Agreement by Landlord and/or Tenant without the prior consent in writing of the Leasehold Mortgagee.
 - B. Landlord, shall, upon serving Tenant with any Notice of Default, simultaneously serve a copy of such Notice upon the Leasehold Mortgagee. The Leasehold Mortgagee shall thereupon have same period as Tenant to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by Leasehold Mortgagee, or by third party contractor at the direction of Leasehold Mortgagee, as if the same had been done by Tenant.
 - C. Notwithstanding anything contained herein, while such Leasehold Mortgage remains unsatisfied of record, or until written notice of satisfaction is tendered to Landlord, if any default shall occur pursuant to any provision of this Lease or pursuant to Exhibit B, Rules and Regulations for Lazy Point Leases, which entitles Landlord to terminate this Lease, Landlord shall issue to Tenant and Leasehold Mortgagee a Notice of Termination. Leasehold Mortgagee and/or Tenant shall then have twenty (20) days from the date of service of Notice of Termination to notify Landlord of its desire to nullify such Notice and comply with the following items: (1) shall have paid to Landlord all rent and any other payments herein required and then in default; (2) shall have complied or shall commence the work of complying with all other requirements of this Lease that were in default, if any are then in default, and shall oversee the same to completion with reasonable diligence. If such terms are complied with within said twenty (20) days, Landlord shall retract the Notice of Termination. Under section 3(C)(2) herein, Leasehold Mortgagee or Tenant shall then notify Landlord within seven (7) days of completion of compliance work.
 - D. If Landlord shall elect to terminate this Lease by reason of any default of Tenant, the Leasehold Mortgagee shall not only have the right to nullify any Notice of Termination by curing such default as described in 3(C), but shall also have the right to postpone and extend the specified date for termination of this Lease as fixed by Landlord in its Notice of Termination, for a period of not more than six (6) months, provided that such Leasehold Mortgagee shall cure or cause to be cured any then existing money defaults and meanwhile pay the rent and comply with all other terms, conditions, and provisions of this Lease of which are responsibility of Tenant, other than past non-monetary defaults, and provided further that the Leasehold Mortgagee shall forthwith take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Mortgage or otherwise, and shall prosecute same to completion with all due diligence. If at the end of said six (6) month period the Leasehold Mortgagee shall be actively engaged in steps to acquire or sell Tenant's interest herein, the time of said Mortgagee to comply with the provisions of this Section shall be extended for such period as shall reasonably be necessary to complete such steps with reasonable diligence and continuity.
 - E. Landlord agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the Leasehold Mortgagee or collateral document shall so provide.
 - F. Landlord agrees that in the event of termination of this Lease by reason of any default by Tenant other than for nonpayment of rent, taxes, or other payments herein provided for, that Landlord will enter into a new Lease of the demised Premises with the Leasehold Mortgagee or its nominee, for the remainder of the term, effective as of the date of such

termination, at the rent and additional or future rents, and upon the terms, provisions, covenants and agreements as herein contained and subject only to the same conditions of title as this Lease is subject to on the date of the execution hereof, and to the rights, if any, of any parties then in possession of any part of the Demised Premises, provided:

- a. Said Mortgagee or its nominee shall make written request upon Landlord for such new Lease within fifteen (15) days after the date of such termination and such written request is accompanied by payment to Landlord of sums then due to Landlord under this Lease
 - b. Said Mortgagee or its nominee shall pay to Landlord at the time of the execution and delivery of said new Lease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Lease but for such termination, and in addition thereto, any expenses, including reasonable attorney's fees, to which Landlord shall have been subjected by reason of such default.
 - c. Said Mortgagee or its nominee shall perform and observe all covenants herein contained on Tenant's part to be performed and shall further remedy any other conditions which Tenant under the terminated Lease was obligated to perform under the terms of this Lease.
 - d. Landlord shall not grant possession of the Demised Premises to Tenant under the new Lease.
 - e. Such new Lease shall be expressly made subject to the rights, if any, of Tenant under the terminated Lease.
 - f. The Leasehold Mortgagee/ Tenant under such new Lease shall have the same right, title, and interest in and to the buildings and improvements on the Demised Premises as Tenant had under the terminated Lease.
 - g. The Leasehold Mortgagee/ Tenant may assign its rights therein to an assignee/ tenant only with the express approval of the Landlord and said transaction shall in all respects be subject to the obligations, terms, conditions, restrictions, and limitations set forth in the terminated Lease and the Rules and Regulations for Lazy Point Leases. An assignment of lease under this provision shall also be subject to the transfer fee provisions herein.
 - h. The new Lease shall be only for the uses and purposes set forth in the terminated Lease and for no other purposes and shall in all respects be subject to the obligations, terms, conditions, restrictions, and limitations set forth in the terminated Lease and the Rules and Regulations for Lazy Point Leases.
 - i. The Assignment of Lease Procedures contained in the Rules and Regulations for Lazy Point Lot Leases shall apply to any and all such transfers of the Lease for consideration as if such transfers had been a voluntary transfer by the Tenant under the Lease.
- G. In the event the Leasehold Mortgagee requests any modifications to this lease agreement, Landlord shall have the authority to determine, in their sole discretion, whether to agree to the proposed modifications. Landlord may refuse to grant any modifications for any reason whatsoever, even if the refusal to modify the lease will preclude Tenant from obtaining financing or result in denial of the loan commitment. In the event Landlord agrees to any modifications, within a reasonable time after submission, Landlord shall execute, acknowledge, and deliver any agreements modifying this Lease requested by any Leasehold Mortgagee.
- H. In connection with a loan commitment and closing, Landlord shall, upon request, execute, acknowledge, and deliver to the Leasehold Mortgagee, an agreement prepared at the sole cost and expense of Tenant, in form prepared by and satisfactory to such Leasehold Mortgagee and satisfactory to Landlord, between Landlord, Tenant, and Leasehold Mortgagee, agreeing to all the provisions of this Section. The term "Mortgage", whenever used herein, shall include whatever security instruments are used in the locale of the Demised Premises.

IN WITNESS WHEREOF, the said Landlord has caused their corporate seal to be hereunto affixed and this lease to be signed by their duly authorized officer the day and the year first above written.

STATE OF _____, COUNTY OF _____ } ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned,
Personally appeared _____

Who are/is personally known to me or proved to me on the basis of satisfactory evidence to be the Individual(s) whose name(s) is/ae 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 the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the Undersigned in the

(Insert the city or other political subdivision and state or country or other place the acknowledgement was taken.)

Notary Public

IN WITNESS WHEREOF, the said Tenant(s) has/have hereunto set his/her hand and seal, the day and the year first above written.

Tenant/Lessee

Tenant/Lessee

STATE OF _____, COUNTY OF _____ } ss.:

On the _____ day of _____ in the year 20__ before me, the undersigned,
Personally appeared _____

Who are/is personally known to me or proved to me on the basis of satisfactory evidence to be the Individual(s) whose name(s) is/ae 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 the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the Undersigned in the

(Insert the city or other political subdivision and state or country or other place the acknowledgement was taken.)

Notary Public

III. ENVIRONMENTAL CERTIFICATE WITH REPRESENTATIONS, COVENANTS AND WARRANTS RIDER:

The undersigned, Lessee, hereby executes this Environmental Certificate for the purpose of inducing the Trustees of the Freeholders and Commonalty of the Town of East Hampton (hereinafter referred to as the "Trustees") to enter into a lease of real property located at Lazy Point, Amagansett, NY.

1. **REPRESENTATIONS, COVENANTS AND WARRANTIES.** Lessee hereby represents, covenants and warrants to the Trustees as follows:

- a) The location, occupancy, operation and use of all of the house and other improvements now and/or

hereafter attached to or placed, erected or constructed upon, over and/or under the leased property, do not and will not violate any applicable law, statute, ordinance, rule, regulation, policy, order or determination of any federal, state, county, local or other governmental authority or any board of fire underwriters, including without limitation: i) the Trustee "Rules and Regulations for Lazy Point Leases"; ii) the East Hampton Town Zoning Law and Building Code; iii) all applicable flood disaster laws; and iv) all applicable municipal health and environmental laws, rules and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1987 ("RCRA"), and the Federal Water Code (hereinafter collectively referred to as "applicable laws").

b) Lessee represents that, to the best of Lessee's knowledge, neither the leased property nor the Lessee are the subject of any pending or threatened investigation or inquiry by any governmental authority, or are subject to any remedial obligations under any applicable laws. This representation and warranty would continue to be true and correct following disclosure to any governmental authority of all relevant facts, conditions and circumstances pertaining to the leased property and/or the Lessee.

c) Lessee has obtained all permits, licenses or authorizations required under all applicable laws for the structures on and uses of the leased property.

d) Lessee has taken all reasonable steps necessary to determine, and has reasonably determined to the best of Lessee's knowledge and belief, that no hazardous substances, solid wastes (except wastes collected in the septic system utilized in conjunction with the house on the leased property), or other substances known or suspected to pose a threat to health or the environment ("hazards") have been disposed of or otherwise released on, in or to the leased property or exist on or within any portion of such property in violation of applicable laws. No prior use, either by Lessee or upon information and belief by the prior owners of the house, has occurred which violates any applicable laws. The use which Lessee makes and intends to make of the leased property will not result in the disposal or release of any hazardous substance, solid waste or hazard on, in or to the leased property. The terms "hazardous substance" and "release" shall each have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "disposed") shall each have the meanings specified in RCRA provided however that if either CERCLA or RCRA is amended to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further that, to the extent that the laws of the State of New York establish a meaning for "hazardous substance", "release", "solid waste", or "disposal" which is broader than that specified in either CERCLA, or RCRA, such broader definition shall apply.

e) To the best of Lessee's knowledge and belief, there are no on-site or off-site locations where hazardous substances, solid wastes or hazards from the leased property have been stored, treated, recycled, or disposed of other than the septic system utilized in conjunction with the house on the leased property.

f) Lessee has not received any notice from any governmental authority with respect to a violation of any applicable laws.

g) Lessee shall not cause any violation of any applicable laws nor permit any environmental liens to be placed on any portion of the leased property.

All of the foregoing representations and warranties shall be continuing and shall be true and correct for the period from the date hereof through the expiration of the term of the Lease and any and all renewals thereof, with the same force and effect as if made each day throughout such period.

2. **COVENANT TO CLEAN UP AND NOTIFY.** To the extent required by applicable laws, Lessee shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove hazardous substances, solid wastes or hazards on, in, from or affecting any portion of the leased property a) in accordance with all applicable laws, b) to the satisfaction of the Trustees and c) in accordance with the orders and directives of all applicable governmental authorities. Lessee shall give notice to the Trustees immediately upon a) Lessee's receipt of any notice from any governmental authority of a violation of any applicable laws and b) acquiring knowledge of the presence of any hazardous substances, solid wastes or hazards on the leased property in a condition that is resulting or could

reasonably be expected to result in any adverse environmental impact, with a full description thereof. Lessee shall a) promptly comply with all applicable laws requiring the notice, removal, treatment, or disposal of such hazardous substances, solid wastes or hazards and provide the Trustees with satisfactory proof of such compliance and b) provide the Trustees, within thirty (30) days after demand by the Trustees, with a bond, letter of credit, or similar financial assurance evidencing to the Trustees's satisfaction that sufficient funds are available to pay the cost of removing, treating, and/or disposing of such hazardous substances, solid wastes or hazards and discharging assessments that may be established on the leased property as a result thereof.

3. **SITE ASSESSMENT.** If the Trustees shall ever have reason to believe that there are hazardous substances, solid wastes or hazards affecting any of the leased property in violation of any applicable law, the Trustees, their officers, employees and agents, at any time and from time to time, may contract for the services of persons ("site reviewers") to perform environmental site assessments ("site assessments") on the leased property for the purpose of determining whether there exists on such property any environmental condition that could result in any liability, cost, or expense to the Trustees or Lessee arising under any applicable laws. The site assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Lessee that do not impede the performance of the site assessments. The site reviewers are hereby authorized to enter upon the leased property for such purposes. The site reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of hazardous substances, solid wastes and hazards on the leased property and such other tests on the leased property as may be necessary to conduct the site assessments. Lessee will supply to the site reviewers such historical and operational information regarding the leased property as may be reasonably requested by the site reviewers to facilitate the site assessments and will make him- or her-self available for meetings with the site reviewers. The Trustees will make the results of such site assessments available to Lessee. The cost of performing such assessments shall be paid by Lessee upon demand of the Trustees, if a violation is found.

4. **INDEMNIFYING AND HOLDING THE TRUSTEES HARMLESS.** Lessee hereby defends, indemnifies and holds harmless the Trustees, their employees, and agents (collectively, the "indemnified parties") from and against any claims, demands, obligations, penalties, fines, suits, liabilities, settlements, damages, losses, costs or expenses (including, without limitation, attorney and consultant fees and expenses, investigation and laboratory fees and expenses, cleanup costs, and court costs and other litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to a) the presence, disposal, release, threatened release, removal or production of any hazardous substances, solid wastes or hazards which are on, in, from or affecting any portion of the leased property; b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous substances, solid wastes or hazards; c) any lawsuit brought or threatened, settlement reached, or order of governmental authority relating to such hazardous substances, solid wastes or hazards; and d) any violation of any applicable laws, or demands of governmental authorities, or violation of any policies or requirements of the Trustees, which are based upon or in any way related to such hazardous substances, solid wastes or hazards, regardless of whether or not any of the conditions described under any of the foregoing subsections a) through d), inclusive, was or is caused by or within the control of Lessee. Lessee agrees, upon notice and request by an indemnified party, to contest and/or defend any demand, claim, suit, proceeding or action with respect to which Lessee has hereinabove indemnified and held the indemnified parties harmless and to bear all costs and expenses of such contest and/or defense. Lessee further agrees to reimburse any indemnified party upon demand for any costs or expenses incurred by any indemnified party in connection with any matters with respect to which Lessee has hereinabove indemnified and held the indemnified parties harmless. The provisions of this paragraph shall be in addition to any other obligations and liabilities Lessee may have to the Trustees under the Lease or any and all renewals thereof, under the Trustee "Rules and Regulations for Lazy Point Leases", or at common law, in equity or under any applicable laws.

5. **THE TRUSTEES' RIGHT TO REMOVE HAZARDOUS MATERIALS.** The Trustees shall have the right, but not the obligation, without in any way limiting the Trustees' other rights and remedies under the Lease, to enter onto the leased property or to take such other actions as they deem necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any hazardous substances, solid wastes or hazards on or affecting the leased property following receipt of any notice from any person or entity asserting the existence of any hazardous substances, solid wastes or hazards pertaining to the leased property or any part thereof that, if true, could result in an order, notice, suit, imposition or a lien on the leased property, or

other action and/or that, in the Trustees sole opinion, could jeopardize the Trustees interest in the leased property. All reasonable costs and expenses paid or incurred by the Trustees in the exercise of any such rights shall be paid by Lessee upon demand.

6. **RELiance AND BINDING NATURE.** Lessee acknowledges that the Trustees have relied and will rely upon the representations, covenants, warranties and agreements herein set forth entering into the Lease of said real property and any renewals thereof and that the execution and delivery of this Certificate is an essential condition but for which the Trustees would not enter into such Lease or renewal. The representations, covenants, warranties and agreements herein contained shall be binding upon Lessee, its successors, assigns and legal representatives and shall inure to the benefit of the Trustees, their successors, assigns and legal representatives. The terms of this Certificate shall be deemed fully included in the Lease and any and all renewals thereof and violation of any of the terms hereof shall be deemed a breach of said Lease or such renewal.

7. **MISCELLANEOUS.** Any singular word or term herein shall also be read as in the plural whenever the sense of this Certificate may require it. This Certificate shall remain in effect throughout the term of the Lease and throughout the term of any renewal or renewals thereof.

SEE ATTACHED HERETO RULES AND REGULATIONS FOR LAZY POINT LOT LEASES

This Lease Agreement supersedes any prior lease or agreement between the parties.

The provisions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said Landlord has caused their corporate seal to be hereunto affixed and this Rider to be signed by their duly authorized officer the day and the year first above written.

Clerk of the Trustees of the Freeholders and Landlord/Lessor
Commonalty of the Town of East Hampton

STATE OF _____, COUNTY OF _____ } ss.:

On the _____ day of _____ in the year 20__ 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 the person on behalf of which the individual (s) acted, executed the instrument, and that such individual made such appearance before the Undersigned in the

(Insert the city or other political subdivision and state or country or other place the acknowledgement was taken.)

Notary Public

IN WITNESS WHEREOF, the said Tenant(s) has have hereunto set his/her hand and seal, the day and the year first above written.

Tenant/Lessee

Tenant/Lessee

STATE OF _____, COUNTY OF _____ } ss.:

On the _____ day of _____ in the year 20__ 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 the person on behalf of which the individual (s) acted, executed the instrument, and that such individual made such appearance before the Undersigned in the

(Insert the city or other political subdivision and state or country or other place the acknowledgement was taken.)

Notary Public

DRAFT

<u>Year Commencing April 30</u>	<u>Annual Rent</u>
2019	\$1,786
2020	\$1,822
2021	\$1,858
2022	\$1,895
2023	\$1,933
2024	\$1,972
2025	\$2,011
2026	\$2,051
2027	\$2,092
2028	\$2,134
2029	\$2,177
2030	\$2,221
2031	\$2,265
2032	\$2,310
2033	\$2,356
2026	\$2,403
2034	\$2,451
2035	\$2,500
2036	\$2,550
2037	\$2,601
2038	\$2,653
2039	\$2,706
2040	\$2,760
2041	\$2,815
2042	\$2,871
2043	\$2,928
2044	\$2,987
2045	\$3,047
2046	\$3,108
2047	\$3,170
2048	\$3,233
2049	\$3,298
2050	\$3,364
2051	\$3,431
2052	\$3,500
2053	\$3,570