

TOWN OF WEST SENECA



JOHN FENZ
TOWN ATTORNEY
jfenz@twsny.org

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

TO: The Honorable Town Board

FROM: John J. Fenz, Esq.
Town Attorney

DATE: April 1, 2015

RE: West Seneca Little Loop Football, Inc.
Renewal Agreement

Kindly authorize the Supervisor to execute the necessary documents to enter into a Renewal Agreement with West Seneca Little Loop Football, Inc. ("Little Loop") to license certain Town owned lands for Little Loop's youth football leagues.

APR 06 2015

RENEWAL AGREEMENT

This Agreement, made this ____ day of April, 2015, by and between the Town of West Seneca, 1250 Union Road, West Seneca, New York (the "Licensor") and the "Town") and West Seneca Little Loop Football, Inc., 15 West Rouen Drive, Cheektowaga, New York (the "Licensee") (collectively the "Parties").

WHEREAS, Licensor and Licensee entered into an agreement (the "License Agreement"), dated February 6, 1970, whereby the Licensor granted a license to Licensee for use of certain Town lands described therein; and

WHEREAS, the License Agreement has been continuously renewed by and between the Parties, with the current renewal expiring on December 31, 2015; and

WHEREAS, the Parties wish to extend the License Agreement.

NOW, THEREFORE, the Parties mutually agrees as follows:

1. The License Agreements and their various renewals, copies of which are hereto attached, shall be extended for a period of five (5) years from January 1, 2016 through December 31, 2020 and the annual payment shall be \$100.00.
2. All other terms of the February 6, 1970 Agreement shall remain the same for the period outlined in the first numbered paragraph.

TOWN OF WEST SENECA

WEST SENECA LITTLE
LOOP FOOTBALL, INC.

By: _____
Sheila M. Meegan, Supervisor

By: _____
Jason Cacciotti, President

RENEWAL AGREEMENT

This agreement, made this 12th day of April, 2010, by and between the Town of West Seneca, 1250 Union Road, West Seneca, N.Y., Licenser and West Seneca Little Loop Football, Inc., 69 Meadowdale Lane, West Seneca, N.Y. 14224 Licensee.

WHEREAS, Licenser and Licensee entered into an agreement date February 6, 1970 granting a lease to the Licensee for use of certain Town lands by Licensee; and

WHEREAS, this agreement has been continuously renewed by and between the parties with the most current renewal expiring on December 31, 2010; and

WHEREAS, the parties wish to extend the previous agreements.

NOW, THEREFORE, the parties mutually agree as follows:

1. The license agreement , a copy of which is attached hereto, dated February 6, 1970 shall be extended for a period of five (5) years from January 1, 2011 through December 31, 2015;
2. The annual payment outlined in paragraph 4 of the February 6, 1970 Agreement shall be modified as follows, the \$1.00 figure mentioned in paragraph 4 shall be increased to \$100.00.
3. All other terms of the February 6, 1970 Agreement shall remain the same for the period outlined in number 1 above.

TOWN OF WEST SENECA

By: _____

Supervisor

Wallace C. Piotrowski
Town Supervisor

WEST SENECA LITTLE LOOP FOOTBALL, INC.

By: _____

President

RENEWAL AGREEMENT

AGREEMENT made this 28th day of February, 2000 by and between the TOWN OF WEST SENECA, 1250 Union Road, West Seneca, New York, Licensor, and WEST SENECA LITTLE LOOP FOOTBALL, INC., 69 Meadowdale Lane, West Seneca, New York, Licensee.

WHEREAS, the Licensor and Licensee entered into an agreement dated February 6th, 1970 granting a lease to the Licensee for use of certain Town lands by Licensee; and,

WHEREAS, the parties wish to extend the previous agreement.

NOW, THEREFORE, the parties mutually agree as follows:

- #1 The license agreement shall be extended for a period of five (5) years from January 1st, 2000 through December 31st, 2004 pursuant to the same terms and conditions of the original license agreement, which is attached hereto.

TOWN OF WEST SENECA

BY: *Paul C. Cook*

SUPERVISOR

WEST SENECA LITTLE LOOP
FOOTBALL, INC.

BY: *Paul G. Palumbo*

President

Title

AGREEMENT

THIS AGREEMENT made this 6th day of February, 1970, by and between TOWN OF WEST SENECA, 1250 Union Road, West Seneca, New York, Licensor, and WEST SENECA LITTLE LOOP FOOTBALL, INC., 175 Delray Avenue, West Seneca, New York, Licensee.

WITNESSETH:

WHEREAS, the Licensee desires to use the rear 1,000 feet of the premises owned by the Licensor at 4620 Seneca Street, in the Town of West Seneca, New York, to establish a playground and general recreational area to encompass two football fields and ancillary facilities for use by the Licensor and Licensee.

NOW, THEREFORE, the parties mutually agree as follows:

1. Premises: The Licensor agrees to and hereby does grant a license to the Licensee, and the Licensee agrees to accept and hereby does accept a license in and to the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of West Seneca, County of Erie and State of New York, being part of Lot No. 232 of the Ebenezer Lands, bounded and described as follows:

Beginning at a point in the north line of Farm Lot No. 232, said point being 213.45 feet west of the east line of Farm Lot No. 232; thence westerly 320 feet along the north line of Farm Lot No. 232; thence southerly and parallel to the east line of Farm Lot No. 232 a distance of 1,000 feet; thence easterly and parallel to the north line of Farm Lot No. 232 a distance of 320 feet to a point in a line drawn parallel to and 213.43 feet west of the east line of Farm Lot No. 232; thence northerly along said line 1,000 feet to the point of beginning.

The exact description of the premises, which are the subject of this agreement shall be determined by an accurate survey prepared by the Licensor and accepted by both parties.

The Licensor hereby grants to the Licensee the right of ingress and egress to the licensed premises over the northerly thirty-five (35) feet of the premises now owned by the Licensor.

2. Term: This license shall be for a term of ten (10) years to commence on the 1st day of January, 1970, and to end on the 31st day of December, 1979.

3. Option to renew: The Licensee shall have the option to renew this agreement for a further period of ten (10) years to commence on the 1st day of January, 1980, and to end on the 31st day of December, 1989. Provided, however, that the Licensee shall notify the Licensor in writing of its intention to exercise such option on or before the 30th day of September, 1979. In the event that the Licensee fails to exercise such option, the term of this agreement shall end on the 31st day of December, 1979.

3-A. Further option to renew: The Licensee shall have the further option to renew this agreement for a further period of ten (10) years to commence on the 1st day of January, 1990, and to end on the 31st day of December, 1999. Provided, however, that the Licensee shall notify the Licensor in writing of its intention to exercise such further option to renew on or before the 30th day of September, 1989. In the event that the Licensee fails to exercise such further option to renew, the term of this agreement shall end on the 31st day of December, 1999.

4. Annual payment: The Licensee agrees to pay to the Licensor an annual amount of One Dollar (\$1.00) payable in advance on the 1st day of January in each year during the original ten (10) year term of this agreement. In addition thereto and as part of the consideration thereon, all improvements to the said premises shall become the property of the Licensor. In the event that the Licensee exercises its option to renew this agreement for an additional ten (10) year term, the Licensee agrees to pay to the Licensor an

annual amount of One Dollar (\$1.00) payable in advance on the 1st day of January in each year during such ten (10)^{year} renewal term. In the event that the Licensee exercises its further option to renew this agreement for an additional ten (10) year term, the Licensee agrees to pay to the Licensor an annual amount of One Dollar (\$1.00) payable in advance on the 1st day of January in each year during such additional ten (10) year renewal term.

5. Use of premises: The Licensee agrees not to use the premises for any purpose other than that of two football fields, bleacher facilities and field house facilities to be used for the football program and schedule of the Licensee.

6. Prohibition against assignment: The Licensee agrees not to sub-license or assignment of this agreement for the whole or any part of the original term or renewal thereof.

7. Improvements by the Licensee: The Licensee agrees to make the following improvements at its own expense:

- (a) To finish grade and improve the site;
- (b) To construct and install two football fields in accordance with the sketch attached hereto and made a part of this agreement;
- (c) To construct the ancillary bleachers and field house to augment the football fields as set forth in the previous paragraph; and
- (d) To install such other facilities and recreational equipment as the Licensee shall determine.

In making the above improvements, the Licensee agrees to the following:

- (a) To obtain the prior approval of the Licensor of the exact location of the improvements, together with the site plan showing the finished grade, drainage, and elevation of the premises; and
- (b) To remove no topsoil from the premises without the prior written

consent to the Licensor and to stock pile any surplus topsoil in an area to be designated by the Licensor.

8. Title to improvements: Upon the completion of the construction of the improvements, title to the same shall vest in and to the said Licensor.

9. Indemnification and insurance: The Licensee agrees to indemnify the Licensor and save it harmless from all losses, damages, liabilities and expenses which may arise or be claimed against the Licensee or the Licensor in favor of any person, firm or corporation consequent upon or arising from the improvements, use and occupation of the premises by the Licensee, its agents, employees and invitees, or consequent upon or arising from any acts, omissions, neglect or fault of the Licensee, its agents, employees or invitees. The Licensee further agrees to keep in force during the term of this agreement public liability insurance naming the Licensor as an additional insured to protect against any liability for damage to persons or property in such form and amounts as may be acceptable to the Licensor and to furnish the Licensor with certificates of such insurance.

10. Right of first refusal: In the event that the Licensor desires to sell the licensed premises during the term of this license or any extensions thereof, and obtains a bona fide offer therefor, the Licensor hereby grants to the Licensee the right to purchase said licensed premises upon the same terms and conditions as the bona fide offer. Notification of the said bona fide offer for sale shall be given to the Licensee by certified mail, return receipt requested. The Licensee shall have thirty (30) days, from receipt of the notification, to exercise its right of first refusal. The notice of the intention of the Licensee to purchase the said premises must be submitted to the Licensor by certified mail, return receipt requested, and received by the said Licensor within said thirty (30) day period. In the event said

election to purchase is not received by the Licensor, then the Licensee shall have deemed to waive the right to purchase said licensed premises.

11. Termination on default: In the event that the Licensee defaults in the payment of the annual sum or fails to comply with any other term or condition of this agreement, the Licensor shall have the right to re-enter the premises and thereupon terminate this agreement. Such right shall be in addition to any other remedies provided by law.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF WEST SENECA

By [Signature]
Supervisor

WEST SENECA LITTLE LOOP FOOTBALL, INC.

By [Signature]
Title President