

**LICENSE TO USE GARAGE FOR STORAGE OF DISMANTLED WOOD OFFICE MATERIAL
OCTOBER 31, 2025
PREMISES AT 2262 TOWNLINE ROAD, AURORA, NY**

THIS LICENSE is made as of this 31st day of October, 2025 by and between Sean Lacey ("Licensor") of 2262 Townline Road, Aurora, NY 13026 as Licensor, and the Aurora Ledyard Historical Society ("ALHS"), a non-profit education corporation, of Post Office Box 136, Aurora, NY 13026 and the Village of Aurora ("Village"), a municipal corporation of the State of New York, of 456 Main Street, Aurora, NY 13026, both as Licensees (collectively the "Licensees"), and

Whereas, ALHS has arranged for the dismantling of a historic resource in the Village known as the 1795 Walter Wood Law Office and Scipio Post Office ("Wood Office") or ("Wood Office Material") by ALHS's contractor Jeffrey Koehn d/b/a Yesteryears Restoration ("Koehn"); and

Whereas, the Village has agreed to accept ownership of the dismantled Wood Office Material upon its removal from its present location; and

Whereas, ALHS as a steward of historic resources on behalf of the Village, plans to place the Wood Office Material in storage for a time and then move it to a site owned by the Village in order to have it restored and reconstructed;

Whereas, Licensor has generously offered the use of a certain garage ("Garage") on his property for the purpose of storage of the Wood Office Material free of charge;

Whereas, the Licensees gratefully accept the offer to store the Wood Office Material in the Licensor's Garage; and

NOW THEREFORE, in consideration of One dollar (\$1.00) and other good and valuable consideration, the parties agree as follows:

1. **Grant:** Licensor grants the Licensees the use of space in the Garage ("License"). This arrangement is a License and not a lease and no interest in real property is leased or conveyed by the License. The overall usage of the Garage by the Licensees will be in common with the Licensor. The parties understand that Licensor will use and store items in the front of the garage and the Licensee will use space in the back of the garage ("Licensees' Space").

2. **Term:** The term of the License will be four (4) years from the date hereof, terminating on October 31, 2029. The Licensees may terminate early or may request an extension of up to one (1) year by request on at least 30-days' notice. The extension is not an option to renew and Licensor is not obligated to grant a requested extension. Licensor may terminate the License term (or renewed License term) on at least 90-days' notice, provided the termination date does not have an effective date that is earlier than eighteen (18) months from now or April 30, 2027. All notices shall be in accordance with paragraph 8.

3. **Usage:** The Licensees will use the Garage and Licensees' Space for storage purposes only. Licensees will not engage in any construction or other activities in the Garage. Licensees will keep the Wood Office Material stacked neatly and as compactly as allowance for air circulation permits. Wood Office Material should not touch or lean against any exterior wall or the ceiling/roof. Licensees will not place or store any other property in the Garage. Licensees will not block any exits from the Garage or the Licensor's access to the balance of the Garage or to his property in the Garage. Licensees will use care moving the Wood Office Material into and

out of the Garage and will be responsible for the expense of repairing (or replacing) if necessary, any damage they may cause to the Garage or to Licensor's property in the Garage.

4. Access: Licensees will request and arrange access to the Garage with the Licensor each time they wish to enter the Garage, unless the Licensor consents to other arrangements for access. Licensees will endeavor to limit the number of requests for visits to the Garage by consolidating necessary trips. Access may be by Licensees and their consultants and contractors for inspecting, measuring, photographing, drawing and like non-construction tasks, but for no other purposes or tasks without the Licensor's consent.

5. Condition of the Garage: Licensees accept the Licensees' Space in "as is," "as found" condition. Licensor agrees to keep the Garage in as good condition as it is presently, being reasonably weather tight and free from leaks in the roof. Licensor will notify the Licensees if any damage to the Garage occurs that has the potential to harm the Wood Office Material stored inside. Licensor represents that he has property insurance against loss by fire, water damage, wind or other common hazards sufficient to enable him to repair the Garage after damage from a covered hazard. Other than the responsibility to keep the Garage in good repair up to its present condition, the Licensor has no responsibility to the Licensees for the Licensees' Space or the Wood Office Material. Licensees acknowledge they are storing the Wood Office Material in the Garage at their own risk.

6. Licensees' Insurance: The Licensees will each of them carry liability insurance in the amount of not less than \$1,000,000 per incident and \$2,000,000 aggregate per year, against injury to persons or property, on account of or arising out of the Licensees' storage of the Wood Office Material in Licensees' Space s or Licensees' activities associated with storage of the Wood Office Material. The Village will carry property insurance if available against loss by fire, water damage, wind, or other common hazards covering the Wood Office Material. Licensees are not responsible to provide insurance covering the Garage itself against loss by fire, water damage, wind or other hazard. ALHS will require its contractor Jeffrey Koehn to carry liability insurance in the amount of not less than \$1,000,000 per incident and \$2,000,000 aggregate per year, against injury to persons or property, on account of Koehn's activities associated with or arising out of the moving and storage of the Wood Office Material.

7. Hold Harmless: The Licensees agree to indemnify and hold harmless the Licensor for any claim, suit, action judgment or notice involving any damages, losses or expenses including without limitation attorneys' fees, that may be awarded or imposed against the Licensor arising out of or in connection with the use or occupancy of Licensee's Space in the Garage by the Licensees or either of them, to the extent caused by the fault or negligence of the Licensee(s) or their respective agents, employees, or contractors.

8. Notices: Any notice shall be made in writing to the address provided herein for the respective parties and given not less than the minimum number of days in advance in the case of a notice that has a minimum advance notice requirement. Other communications may be made by telephone and email as follows, as the same may be updated from time to time:

Sean Lacey: tel: 315-364-7678, email: none

Karin W. Koff, POA tel: 315-492-9269, email: kw.koff@thumpernet.com

ALHS: tel: 607-227-2483, email: shirleykegan48@gmail.com

tel:315-283-3487, email:kemlarson48@gmail.com

Village: tel: 315-364-7293, email: villageclerk@auroranewyork.us

IN WITNESS WHEREOF, Licensor and Licensees have entered into this License, meaning to be bound and effective as of the day and year first above written

Licensor: Sean Lacey Dated: 10/29/2025
Sean Lacey

Licensee: Aurora Ledyard Historical Society

By Shirley K Egan Dated: 11/5/2025
Shirley K. Egan, President

Licensee: Village of Aurora

By James H. Orman Dated: 11-18-25
James H. Orman, Mayor