

(Please Use this Form for Filing your Local Law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

~~County~~  
~~City~~  
~~Town~~  
Village of Wellsville  
Local Law No. 6 of the year 19 86

A local law leas ing certain village lands and air space  
(Insert title)

Be it enacted by the Board of Trustees of the  
(Name of Legislative Body)

County  
City of Wellsville as follows:  
Town  
Village

Section 1.

The Village of Wellsville is hereby empowered to lease out certain lands and air space to a local chapter of a model airplane club chartered by a recognized national model airplane organization.

Section 2.

Lands to be leased are approximately five (5) acres and are a portion of the lands purchased by the Village located in the towns of Andover and Wellsville for a landfill facility. Air rights to all of the said Village owned lands may be included in the lease.

Section 3.

The Board of Trustees may establish other such lease terms and conditions as it deems appropriate.

Section 4.

This Local Law shall take effect immediately.

**(If additional space is needed, please attach sheets of the same size as this and number each)**

LAND LEASE AGREEMENT

This is an agreement between:

WELLSVILLE AREA SMALL PLANE SOCIETY  
and  
THE VILLAGE OF WELLSVILLE, N.Y.

The Wellsville Area Small Plane Society (W.A.S.P.S.) being an organization to promote the building and flying of all types of model aircraft. The W.A.S.P.S. is a chartered organization under the rules and regulations of the ACADEMY OF MODEL AERONAUTICS, 5151 East Memorial Drive, Muncie, Indiana, 47302. The Wellsville Area Small Plane Society will hereinafter be referred to as, "WASPS".

The village of Wellsville being the incorporated village in the County of Allegany, in the State of New York. Hereinafter referred to as, "the Village".

W I T N E S S E T H :

WWHEREAS, The Village owns property at the vicinity of the end of Snyder Road in the Town of Andover, NY. And such property (land) is being used for no useful purpose at this time; and,

WHEREAS, The Village is desirous of having this property serve some useful purpose to the citizens of the Village and surrounding area; and,

WHEREAS, The WASPS organization is desirous of utilizing a portion of this property as a model aircraft flying field and such related activities;

WHEREFORE, for and in consideration of the respective covenants and agreements to be kept and performed by the parties hereto, namely, The VILLAGE OF Wellsville, NY and The WELLSVILLE AREA SMALL PLANE SOCIETY (WASPS), do each and mutually AGREE AS FOLLOWS:

ACCESS TO LEASED PROPERTY - The Village shall allow free access to the leased property by members of the WASPS and their guests at all times. Passage on or across other nearby VILLAGE lands shall be allowed only as necessary - Example; to retrieve fallen aircraft.

CARE AND MAINTAINENCE - The WASPS shall be responsible for the general care and maintainence of the leased property. The WASPS shall perform such tasks as clearing brush and mowing of grass as may be required for model aircraft flight operations. Such roadways on the leased property shall be generally maintained by the WASPS. Assistance by the VILLAGE may be provided from time to time upon verbal agreement.

The WASPS shall keep the leased property in a clean and neat state at all times.

The property shall be subject to inspection for cleanliness by a member of the Village Department of Public Works at any time

POSTING- The property shall be legally posted in the name of the Village of Wellsville. The Village shall prosecute violations of posting.

USE - The WASPS shall have free and unrestricted use of the property at all times for model aircraft flying and related activities.

LENGTH OF LEASE AGREEMENT - This lease agreement shall remain in effect for a period of TEN (10) YEARS from the date of first signing by both parties. It may be renewed for subsequent TEN (10) YEASR periods upon mutual written agreement.

There being no renewal or written termination, this agreement shall continue in force indefinetely

TERMINATION OF LEASE AGREEMENT - This agreement may be terminated by either party upon ONE HUNDRED AND TWENTY (120) DAYS written notice delivered to each party.

BINDING EFFECT- The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

LIABILITY - The WASPS shall acquire and keep in force such general liability insurance as is provided to member clubs of the Academy of Model Aeronautics for site owners. Presently (1998) liability coverage for the site or property owner is \$2,500,00 per occurrence, and \$5,000,000 per location. An AMA certificate naming the Village as site owner shall be provided by the WASPS, annually. This shall constitute the extent of liability of the WASPS.

CONDUCT OF MODEL OPERATIONS - The WASPS shall conduct all activities at the property in strict accordance with the rules and regulations of Academy of Model Aeronautics.

LEASED PROPERTY - The property covered by this lease agreement is that portion of lands owned by the Village generally described as follows:

Being at the summit of the hill to the North of the old Wellsville/Andover Landfill near the end of Snyder Road, Town of Wellsville, County of Allegany, State of New York.

Such leased property to constitute some \_\_\_\_\_ acres more or less.

Being Approximately \_\_\_\_\_ feet in length along its Northern boundary .

Being approximately \_\_\_\_\_ feet in length along its Southern boundary.

Being approximately \_\_\_\_\_ feet in length along its Eastern boundary.

And, being approximately \_\_\_\_\_ feet in length along its Western boundary.

The four (4) corners shall be marked by suitable steel stakes.

EXCLUSIVITY

This written agreement shall be exclusive and contain the only covenants, conditions, and terms pertaining to the leasing of this property between the two parties. No verbal terms or conditions are recognized. Changes may be made from time to time only in writing and officially signed by both parties.

IN WITNESS THEROF, The VILLAGE OF WELLSVILLE, NY and the  
WELLSVILLE AREA SMALL PLANE SOCIETY,  
have executed this lease agreement on the date set forth  
below.

DATE EXECUTED \_\_\_\_\_

For the VILLAGE OF WELLSVILLE:

Title \_\_\_\_\_

Signed \_\_\_\_\_

For the WELLSVILLE AREA SMALL PLANE SOCIETY:

Title \_\_\_\_\_

Signed \_\_\_\_\_

**H** Mr. James G. Hand  
157 E. Pearl St.  
Wellsville, NY 14895-1138

(716) 573-5074

DATE: April 11, 1990