

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2018 by and between the Village of Hastings-on-Hudson, a municipal corporation organized and existing under the laws of the State of New York (hereinafter “Village” or “Licensor”), and Erich Sturm, owner of the property located at 1 Baker Lane, Hastings-on-Hudson, New York 10706, otherwise known as Section 4.40, Block 46, Lot 1 on the tax map of the Town of Greenburgh (hereinafter “Licensee” and “Licensee’s Property” respectively). A copy of the survey of Licensee’s Property showing the proposed (or existing) improvement is annexed hereto as Exhibit A.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1: Grant of License; Description of Premises

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the section of Village-owned property located adjacent to the Licensee’s Property consisting of a portion of Croton Avenue (hereinafter “Subject Property”), so that Licensee may install and maintain **a fence** on said Subject Property as highlighted on Exhibit A.

Section 2: Transferability

This license is non-transferable, except to a transferee of Licensee’s Property.

Section 3: Limitation to Described Purpose

The Subject Property may be occupied and used by Licensees solely and exclusively for the purpose of installation and maintenance repair of said fence.

Section 4: Duration and Termination

This license shall commence on the date hereof. Licensor may cancel this License Agreement upon thirty (30) days written notice to Licensees. Should Licensor exercise this right of termination, Licensees shall remove said fence, solely at their own cost and expense, and restore the Subject Property as closely as possible to the previous condition within 30 days of receipt of Village’s written notice herein. Licensees may cancel this License Agreement solely at their own cost and expense, restoring the Subject Property to the previous condition, and thereafter providing Village written notification that they have cancelled the License Agreement. The term of the license granted hereunder shall be for ten (10) years, renewable for one term of an additional ten (10) years, and shall be renewable by the Village thereafter on an annual basis or for such other term as may be agreed to.

Section 5: Access

Licensor retains the right to access any portion of the Subject Property for any governmental purpose upon one (1) day written notice to Licensees, except that Licensor shall have the right to immediately access said portion of the Subject Property in the event of an emergency.

Section 6: Indemnification/ Hold harmless

In exchange for the granting of this License Agreement, the Licensee, its successors, heirs and assigns hereby agree to release, defend, indemnify and hold harmless the Village of Hastings-on-Hudson, and its officials, officers, agents, and employees harmless from and against all damage, liability and claims of any nature whatsoever, including reasonable attorney fees, legal defense costs as well as settlements, judgments, fines and penalties of any nature whatsoever, and liability, arising out of or in connection with this agreement and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from the existence of the fence within the Subject Property and any negligent, reckless, or intentional act or omission of the Licensees, their agents, assigns, heirs, employees, invites, contractors, and any of their sub-contractors in connection with use of the Subject Property. Further, it is expressly understood that such indemnity of the Licensor shall not be limited by reason of enumeration of any insurance coverage provided.

Section 7: Written Agreement as Entire Understanding of Parties

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

Section 8: Delivery of Notices

Any notice mailed or delivered to Licensee at the Licensee's Property shall be adequate notice to Licensee hereunder. Any notice mailed or delivered to Village c/o Village Manager's Office, 7 Maple Avenue, Hastings-on-Hudson, New York 10706, or any new address for the Village Manager's Office should the current address change, shall be adequate notice to Licensor hereunder.

Section 9: No Warranty

Village does not warrant title to the Subject Property nor does Village make any representations that the Subject Property is satisfactory for the uses by Licensees herein.

Section 10: Accommodation

The permission granted to Licensees under this License Agreement is given by Licensors to Licensees as an accommodation. Further, Licensees hereby acknowledge Village's rights to the Subject Property, and agree to never assail, resist, or deny such rights by virtue of Licensees' occupancy or use of the Subject Property under this License Agreement.

Section 11: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date").

Section 12: Insurance Coverage

The Subject Property shall be added to the licensee's liability and property damage insurance policy which shall name the Village of Hastings-on-Hudson, New York as an additional named insured and shall include a thirty-day notice of cancellation clause. A certificate of insurance shall be filed with the Village Manager.

Section 13: Fee

The licensee shall pay to the Village the annual sum of \$25.00. Payment shall be made at the beginning of the applicable period. If less than a full year is utilized, the full price will still be due and payable for that portion of a year.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

For the Licensors

Village of Hastings-on-Hudson, New York

For the Licensees

Francis Frobel, Village Manager

Erich Sturm

Dated: _____

Dated: _____

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Francis Frobøl personally known to me or proved to me on the basis of satisfactory evidence to be the individual and Village Manager whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Erich Sturm personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
)
) ss:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

This is to certify that I have surveyed **PROPERTY OF ARISTOTLE BOURNAZOS, P.C.**
 ON THE SOUTH-WEST CORNER
 OF BAKER LANE AND CROTON
 AVENUE IN THE VILLAGE OF
 HASTINGS-ON-HUDSON, TOWN OF
 GREENBURGH, WESTCHESTER
 COUNTY, NEW YORK.

LAND SURVEYORS - PLANNERS

100 S. 1ST AVE
 HASTINGS-ON-HUDSON
 N.Y. 10746



LICENSE NO. 1000
 NEW YORK
 COUNTY OF ALBANY

as Map

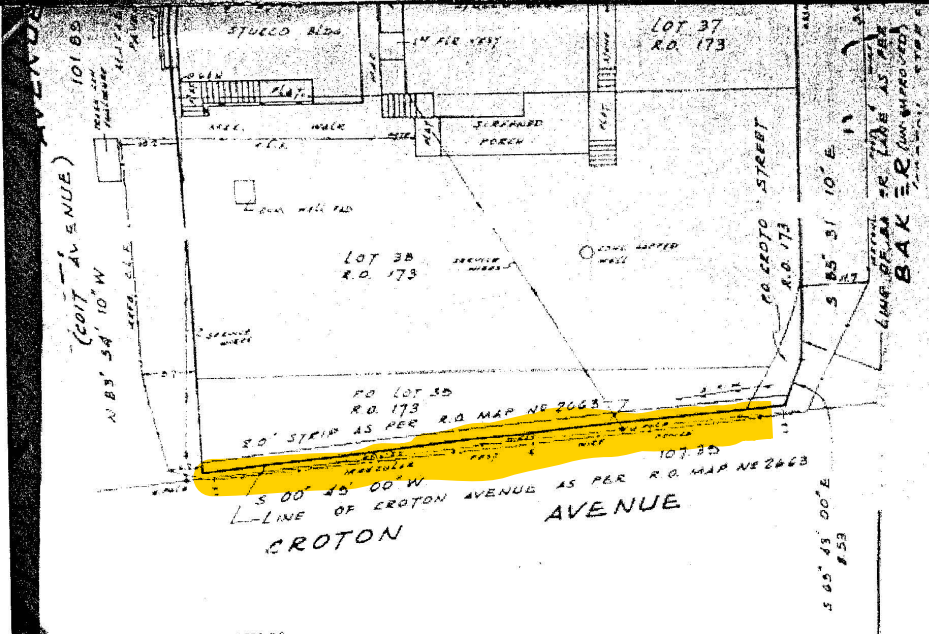
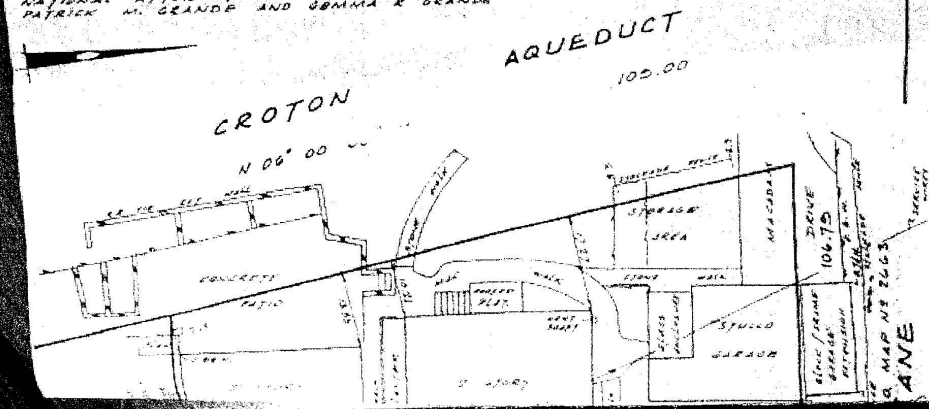
Filed in the Westchester County Clerk's Office Division of Land Records

I have located all existing buildings and lines of possession and have shown their positions hereon

Survey completed: 5-10-55

Map drafted: 5-24-55 on scale of one inch to 15 feet

I hereby certify this survey to **COLUMBIA EQUITIES LTD.**
NATIONAL ATTORNEYS TITLE INSURANCE CO.
PATRICK M. GRANDE AND GEMMA R. GRANDE



ARISTOTLE BOURNAZOS P.C.
 Ad Book No. Page No. Office Map No. Certificate No. Survey No. C 83-10-A