

## AGREEMENT

AGREEMENT made as of the 13<sup>th</sup> day November, 2020 by and between the Village of Hastings-on-Hudson, a New York municipal corporation, with an address at 7 Maple Avenue, Hastings-on-Hudson, NY 10706 (the "Village") and The Jacques and Yulla Lipchitz Foundation, Inc., with an address at 15 W. 81<sup>st</sup> Street, Suite 12D, New York, NY 10024 ("Lipchitz").

WHEREAS, Lipchitz is the owner of property located at 22 Aqueduct Lane, Hastings-on-Hudson, NY, also known as Section 4.70, Block 55, Lot 1 on the Tax Map of the Town of Greenburgh (the "Property"); and

WHEREAS, Lipchitz has offered to donate the Property to the Village; and

WHEREAS, in order to make a decision as to whether to accept the offer of donation, the Village would like to perform certain due diligence on the Property and Lipchitz is willing to allow the Village to undertake such due diligence; and

WHEREAS, Lipchitz and the Village wish to enter into this agreement allowing for the Village to undertake its due diligence.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. The Village is hereby allowed access to the Property for purposes of conducting due diligence investigations to determine the condition of the Property and improvements thereon.
2. The Village is specifically hereby given permission and a right of access to the Property to remove the existing underground oil tank in accordance with all applicable laws and regulations and the following (the "Work"):
  - a. The Village, at the Village's sole cost and expense, shall retain a qualified contractor for the Work, which will include removal of the contents of the tank, removal of the tank and proper disposal of same, and sampling of the soil around and under the tank in accordance with typical protocols and all applicable laws and regulations. The area where the tank is removed will be backfilled and rough graded upon completion.
  - b. Lipchitz acknowledges that the tank removal will require the removal of some small trees and/or bushes on the Property.
  - c. The contractor shall be required to provide a certificate of insurance naming Lipchitz and the Village prior to conducting the Work on the Property.
  - d. The parties acknowledge that if the soil sampling indicates the existence of contaminated soil the contractor is obligated to report the same to New York State Department of

Environmental Conservation ("NYSDEC"). Any required remediation and all costs associated therewith shall be the obligation of Lipchitz as the Property owner.

3. The Village agrees to make its best efforts to have the Work completed within thirty (30) days from the date hereof.

4. Lipchitz recognizes that the Village is incurring costs in relation to its due diligence, and that upon completion thereof, if the Village remains interested in pursuing the donation, action of the Board of Trustees to accept the donation will be required. Lipchitz therefore agrees that it will not withdraw its offer of donation of the Property for sixty (60) days unless the Village indicates sooner that it will not be pursuing accepting the donation.

5. This Agreement represents the entire Agreement between the parties with respect to this matter and can only be modified by written agreement executed by both parties.

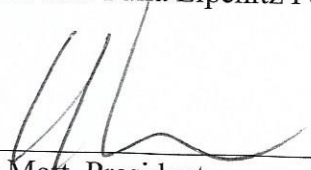
6. The parties agree that this Agreement may be signed in counterparts and that PDF or facsimile signatures shall be deemed originals and shall be binding.

Agreed to the date and year set forth above.

Village of Hastings-on-Hudson

The Jacques and Yulla Lipchitz Foundation, Inc.,

By: \_\_\_\_\_  
Mary Beth Murphy, Village Manager

By:  \_\_\_\_\_  
Hanno Mott, President