

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”), is made and entered into this ____ day of _____, 2018, between the CITY OF BEACON, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office at One Municipal Center, Beacon, New York 12508 (hereinafter “Licensor” or the “City”) and River Ridge View, LLC., owner of property located at 12 Ferry Street, otherwise known as Parcel “L” and further identified as Parcel ID 130200-5954-26-649885, 130200-5954-26-637879 and 130200-5954-34-630770 (hereinafter “Licensee”).

RECITALS

A. The City is the owner of certain real property known as Ferry Street and Wolcott Avenue Right-of-Way located in the City of Beacon (the “Property”).

B. Licensee has requested a license to enter upon and use a portion of the Property for the purpose of constructing a concrete stairway with railing and lighting, as shown on at Schedule “A” and on the following plans on file with the City of Beacon, prepared by Aryeh Siegel Architect:

<u>Sheet Number</u>	<u>Sheet Title</u>	<u>Dated</u>
1	Stair on City Property River Ridge Townhouses	__/__/2018

C. Licensor is willing to grant the requested permission subject to and upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) **GRANT:** Subject to the terms and conditions of this Agreement, the Licensor hereby grants to Licensee a non-exclusive license (the “License”) to enter upon and use the portion of the Property shown on Schedule A, annexed hereto, as the location of the proposed stairway to Ferry Street (“License Area”). Such License Area shall be used solely for the purpose of constructing said stairway and related appurtenances, as shown on Schedule A.

(2) **TERM:** Subject to the terms of this Agreement, the term of the License shall commence upon the date of execution of this Agreement by the parties hereto and continue in full force and effect until terminated (at the time the constructed improvements are

accepted by the city). This Agreement may be terminated on ninety (90) days written notice by either party, without cause.

(3) **FEE:** In exchange for and as consideration for this License, Licensee agrees to pay to Licensor the sum of Zero (\$0) for use of the License Area.

(4) **MAINTENANCE:** The Licensee shall be responsible for maintaining and insuring the License Area at all times and shall be responsible for keeping it in good condition and repair, including removal of snow and ice until such time that the City Council adopts a resolution accepting the constructed improvements, at which time the City will assume maintenance responsibilities (including snow and ice removal, payment for electrical service for the lighting, ect.).

(5) **ASSIGNABILITY:** It is expressly understood between the Parties herein that this License is not assignable, is not coupled with any other interest, and may be terminated by Licensor at any time for a breach of this Agreement, or without cause on ninety (90) day notice as set forth in Paragraph Two (2) above. This Agreement shall not be recorded.

(6) **INSURANCE:** Throughout the term of this Agreement, Licensee shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of Licensee, with Licensor named as an additional insured, insurance policies providing the following coverage:

A comprehensive policy of general public liability insurance, protecting and indemnifying Licensor and Licensee against any and all liabilities and claims for damages to persons or property occasioned on or about any part of the License Area, and all other areas adjacent to the License Area, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit per occurrence with an aggregate of Two Million Dollars (\$2,000,000.00), for personal injury and property damage;

All insurance policies required to be procured and maintained hereunder shall (i) be issued by financially responsible insurance companies acceptable to Licensor; (ii) be written as primary policy coverage and not contributing with or in excess of any coverage which Licensor may carry; (iii) insure and name Licensor as an additional insured; and (iv) contain an express waiver of any right of subrogation by the insurance company against Licensor and/or its agents and employees. Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to any insurance coverage, shall be deemed to limit or restrict in any way the liability of Licensee (or its invitees arising under or out of this Agreement). On or before the execution of this Agreement by the parties herein, Licensee shall deliver to Licensor certificates of insurance evidencing all of the coverages required hereunder. Each insurance policy (and any renewal or extension thereof) required to be carried hereunder shall provide that, unless Licensor shall first have been given thirty (30) days prior written notice, (i) such insurance policy shall not be canceled and

shall continue in full force and effect; (ii) the insurance carrier shall not, for any reason whatsoever, fail to renew such insurance policy; and (iii) no material changes may be made in such insurance policy (which changes shall also require Licensor's prior written approval).

Licensee shall not do or permit to be done any act or thing upon the License Area that will invalidate or be in conflict with any insurance policies covering the same. Licensee shall promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the License Area which shall increase the rate of insurance on the License Area.

(7) **INDEMNIFICATION:** Licensee shall defend, indemnify, protect, and hold harmless Licensor and its respective elected officials, officers, employees, agents, contractors, subcontractors or legal representatives, (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the License Area or any portion thereof or any of Licensee's activities on the License Area; (ii) arise from or are in any way connected with any act or omission of Licensee or Licensee's invitees; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's or the Licensee's invitees' property or equipment on or about the License Area; or (v) result from injury to any person or property or loss of life sustained in or about the License Area caused by or arising out of Licensee or Licensee's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

(8) **WAIVER OF RESPONSIBILITY:** Neither Licensor nor the Licensor Parties shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the License Area, or any part of the License Area, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by Licensor. To the maximum extent permitted by law, Licensee shall use and occupy the License Area as Licensee is herein given the right to use, at Licensee's own risk.

(9) **COMPLETION OF IMPROVEMENTS:** Upon completion of the improvements set forth in this Agreement, Licensee shall restore the License Area to its prior condition to the extent directed by Licensor (excepting the accepted constructed improvements). Licensee shall repair any damage on or about the License Area caused by Licensee's use thereof.

(10) **MAINTENANCE GUARANTEE:** If and when the City Council adopts a resolution accepting the constructed improvements, Licensee shall submit a two (2) year maintenance guarantee for the constructed improvements in the form of a bond, letter of

credit, cash bond or other similar guarantee acceptable to the City Attorney as to form and in an amount to be determined by the City Engineer.

(11) **GOVERNING LAW:** This Agreement shall be governed and construed in accordance with the laws of the state of New York shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

(12) **NOTICES:** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

If to Licensor: City of Beacon

One Municipal Plaza
Beacon, New York 12508
Attention: City Administrator

With a Copy to:

Keane & Beane, P.C.
445 Hamilton Avenue, 15th Floor
White Plains, New York 10601
Attention: Nicholas Ward-Willis, Esq.

If to Licensee:

[TO BE INSERTED]

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same in the manner as previously set forth herein.

(13) **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.

(14) **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

RIVER RIDGE, LLC.

CITY OF BEACON

By: _____

By: RANDY CASALE

Title: MEMBER

Title: MAYOR

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the _____ day of _____, in the year 20__, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the _____ day of _____, in the year 20__, 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public