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**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE
MEMORANDUM**

RECEIVED
2012 AUG 16 AM 11:28
TOWN OF HARRISON
HARRISON, NY

TO: Ronald W. Belmont, Supervisor
Members of the Town Board

FROM: Jonathan D. Kraut, Village Attorney *J.K.*

DATE: August 9, 2012

SUBJECT: License Agreement between Norman and Ruth Amiel
and the Town and Village of Harrison

Attached herewith is a copy of the above referenced License Agreement between the Town and Village of Harrison and the homeowners of 3 Star Farm Road, Purchase, NY for the existing "Tea House" structure.

I have reviewed the License Agreement, deemed it to be in order, and accordingly recommend that the Town Board approve the License Agreement and authorize the Supervisor to execute same.

JDK:ap
Attachment

LICENSE AGREEMENT

WHEREAS, Town and Village of Harrison ("Licensor" or "Municipality") has full and authority to enter into this agreement;

WHEREAS, Mr. & Mrs. Norman and Ruth ("Licensee" or "Amiels") owner of property commonly known as, 3 Star Farm Road, Purchase, New York 10577, identified on the tax map of the Town of Harrison as Block 611, Lot 24 ("Subject Property");

WHEREAS, the Licensor has certain rights on and effecting Licensee's Subject Property;

WHEREAS, said rights include, but are not limited to, rights concerning drainage, infrastructure and a Retention Pond Easement set forth, inter alia, on the subdivision map and amended subdivision map;

WHEREAS, Licensee seeks to maintain the existing Tea House and access walkway (the "Tea House");

WHEREAS, the Municipality and Amiels have agreed that the Tea House, may remain at the premises subject to the following conditions:

1. In the event the Municipality wishes to inspect, visit, maintain, repair, install or access the Retention Pond Easement for any reason, the Amiels explicitly acknowledge that the Municipality may intentionally, inadvertently otherwise cause damage to the Tea House, in whole or in part and;

2. Amiels hereby indemnify and holds the Municipality harmless from any and all claims of damage arising out of or in connection with the Tea House structure, including but not limited to any personal injuries that may occur by reason of the use of the Tea House. The

Licensee agrees to protect, defend, indemnify and hold the Town of Harrison and the Village of Harrison, their officers, agents and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of permission granted by the Town/Village for the Licensee to maintain of the Tea House. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in material workmanship or of any other tangible or intangible personal property or property right or any alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court shall be included in the indemnity hereunder.

3. The Licensee further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the owner for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the owner or its employees.

4. Except as stated herein, the Retention Pond Easement and all rights of licensor thereunder shown, inter alia, on the Subdivision Map and Amended Subdivision Map shall be deemed in full force and effect and otherwise unmodified by the understanding outlined in this Agreement.

WHEREAS, the Licensor is willing to grant the Licensee said license;

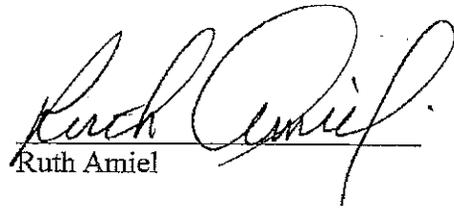
NOW THEREFORE, the Town of Harrison as Licensor hereby grants a license to allow the Tea House to remain;

WHEREAS, this license agreement is terminable at will by the Licensor upon 90 days prior written notice.


Norman Amiel

Sworn to before me this
2nd day of July, 2012


NOTARY PUBLIC
PAUL R. HERRICK
Notary Public State of
New York
No. 5031783
Qualified in Westchester County
Commission Expires August 8, 2014


Ruth Amiel

Sworn to before me this
2nd day of July, 2012


NOTARY PUBLIC
PAUL R. HERRICK
Notary Public State of
New York
No. 5031783
Qualified in Westchester County
Commission Expires August 8, 2014

Honorable Ronald W. Belmont
Supervisor/Mayor
Licensor

Sworn to before me this
__ day of June, 2012

NOTARY PUBLIC