

EXHIBIT 2

AGREEMENT
between
THE CITY OF NEW YORK
and
[LANDOWNER]

THIS AGREEMENT (this “Agreement”) is entered into this ____ day of , 201__, by the City of New York a municipal corporation organized and existing under the laws of the State of New York, acting by and through the Commissioner of the Department of Environmental Protection (the “City” or “Purchaser”) having its principal offices at 59-17 Junction Boulevard, Flushing, NY 11373-5108 and (“Landowner”) residing at .

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Conveyance of Permanent Easement. Landowner shall sell and convey to the City and the City shall purchase a permanent easement on, over and through a portion of those certain premises located in the town of Newburgh in the State of New York, identified on the Orange County tax map as Section __, Block(s) __, Lot(s) __, (the “Premises”), in the form annexed hereto as Exhibit A and by this reference incorporated herein (the “Easement”).
2. Purchase Price. The purchase price for the Easement is xx Dollars and no cents (\$__) (Purchase Price).
3. Payment of Purchase Price. The City shall pay _____ to Landowner within seventy-five (75) days of the execution of this agreement by both parties hereto (the “Down payment”). The City shall pay Landowner the Purchase Price less the Down payment at closing.
4. Closing. A closing for the conveyance of the Easement shall be held on or about _____ at the offices of the City in Kingston, New York.
5. Encumbrances.
 - a. Except as provided below, Landowner shall satisfy, remove and/or release in full or in part any and all mortgages, liens, encumbrances, encroachments, claims, title defects, boundary line discrepancies or judgments of any kind or nature whatsoever (“Encumbrance(s)”) on or against the Premises to the extent that such Encumbrance may affect title to the Easement being conveyed hereunder.

b. In the event the Premises are encumbered by a mortgage, lien or judgment of any kind or nature whatsoever, Landowner shall deliver at closing a fully-executed release, partial release, satisfaction or subordination agreement in a form approved by the City subordinating the mortgage, lien or judgment to the Easement. Landowner shall submit a copy of such proposed release, satisfaction or subordination agreement to the City no less than 60 days prior to the scheduled closing for approval by the City prior to closing.

6. Conditions to Closing. The City's obligation to purchase the Easement is subject to and conditioned upon the following:

- (a) the accuracy of Landowner's representation in Paragraph 12;
- (b) receipt of all necessary governmental approvals, including approval by the Mayor of the City of New York in accordance with applicable provisions of the New York City Administrative Code, to acquire the Easement;
- (c) satisfaction of Landowner's obligations under Paragraphs 5 (Encumbrances), 7 (Delivery of Deed of Easement and Other Documents at Closing) and 9 (Assignment of Condemnation Award in Lieu of Deed);
- (d) timely delivery by Landowner of any other documents reasonably requested by the City in order to effect conveyance or recording of the Easement.

7. Delivery of Deed of Easement and Other Documents at Closing. Landowner shall deliver to the City at closing an executed Deed of Easement, duly acknowledged by Landowner so as to convey and grant the Easement to the City and any other documents which the City may reasonably demand from Landowner in order to affect conveyance and recording of the Easement. The cost of recording the deed shall be borne by the City. If Landowner is not an individual, Landowner shall also deliver necessary approvals, in forms approved by the City at least two weeks prior to the scheduled closing date, authorizing the conveyance of the Easement and delivery of the Deed of Easement.

8. Purchaser's Default. If the City fails to purchase the Easement in breach of this contract, Seller shall be entitled to retain the Down Payment as liquidated damages, it being agreed that Seller's damages might be impossible to ascertain and the Down Payment constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty, whereupon this contract shall be considered cancelled.

9. Assignment of Condemnation Award In Lieu of Deed. In the event the Easement shall be acquired by eminent domain pursuant to proceedings instituted by Purchaser prior to the closing, this agreement and Purchaser's and Landowner's obligations hereunder shall survive such proceedings, provided, however, that if title shall have vested pursuant to such eminent domain proceedings prior to the closing, Landowner shall deliver to Purchaser at closing, in lieu of the Easement, a duly executed Assignment of Condemnation Award in the form attached hereto as Exhibit "B". Further, Landowner acknowledges that any and all awards made or to be made by Purchaser as condemnor to Landowner as condemnee) pursuant to the eminent domain procedure law are limited to an aggregate of _____ (\$____) Dollars.

10. Notices. Any notices delivered pursuant to this agreement shall be delivered by facsimile ("fax") and first class mail in as far advance of the activity as is reasonable to give notice to the following addresses:

To the City or to DEP:

New York City Department of Environmental Protection
71 Smith Avenue
Kingston, New York 12401
Attn: Land Acquisition Program
Fax: (845) 985-7516

With a copy to:

Office of the General Counsel
New York City Department of Environmental Protection
59-17 Junction Boulevard, 19th Floor
Flushing, New York 11373-5108
Fax: (718) 595-6543

To Landowner:

11. Right of Entry. Immediately upon execution of this contract by both parties hereto, the City and its authorized employees, agents, contractors and subcontractors shall have the right to enter all areas of the Premises on reasonable prior notice to the Landowner for the purpose of conducting inspections and/or monumenting boundaries of the Easement.

12. Landowner's Representations. Landowner hereby acknowledges, represents, warrants and agrees that Landowner it is the sole owner of the Premises and has the full right, title and authority to convey the Easement on the Premises.

13. Miscellaneous Provisions.

- a. This Agreement cannot be altered or amended except by a written instrument signed by both parties to this Agreement.
- b. A waiver of any breach of this Agreement must be set forth in writing signed by the party who has the right to enforce the breach. Any waiver of any breach shall not operate or be construed as a waiver of any subsequent breach.
- c. This Agreement, including all Exhibits hereto, constitutes the entire agreement between Landowner and the City.
- d. This Agreement may not be assigned by Landowner without the prior consent of the City.
- e. This Agreement shall apply to, inure to the benefit of, and bind the parties, and their respective heirs, executors, administrators, successors and assigns.
- f. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- g. This Agreement shall be governed by the laws of the State of New York.
- h. The parties agree to cooperate with each other in providing additional documentation or in taking whatever steps reasonably necessary to fulfill the objectives of this Agreement.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

Dated _____

Day Time Phone Number, including area code

CITY OF NEW YORK

Dated _____

By: _____

Name:

Title;

NYC Department of Environmental Protection

Approved as to form by standard type of class:

Acting Corporation Counsel

Date _____

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 2013, before me, the undersigned, a Notary Public in and for the 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/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGMENT BY CITY OF NEW YORK

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

On the ____ day of _____ in the year 2013, before me, the undersigned, a Notary Public in and for the said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the _____ of Environmental Protection of the CITY OF NEW YORK, a municipal corporation of the State of New York, 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 whom the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT “B”

ASSIGNMENT OF CONDEMNATION AWARD

KNOW ALL MEN BY THESE PRESENTS that XXX (hereinafter referred to as the “ASSIGNOR”) , residing at XXX, for and in consideration of the sum of XXX Dollars (\$XXX) and other good and valuable consideration, receipt whereof is hereby acknowledged, has sold, assigned, transferred and set over unto THE CITY OF NEW YORK, a municipal corporation having its principal office at the City Hall, Borough of Manhattan, City of New York, (hereinafter referred to as the “ASSIGNEE”) and the ASSIGNEE'S successor and assigns, for its own benefit, use and behalf forever, any all awards and any interest thereon that may be made in a certain condemnation proceeding now pending in the Supreme Court, XXX County, entitled:

XXXX

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XXXX

for the taking of all interest in certain lands and premises together with the improvements thereon erected, situated in the Town of XXX, County of XXX, and State of New York, known and designated as Block XXX, Lot XXX on the Tax Map for the said Town and County, and being Damage Parcel XXX on the Damage Map in said condemnation proceeding (as more particularly described in the annexed schedule).

The ASSIGNOR hereby constitutes and appoints the ASSIGNEE herein and the ASSIGNEE'S successors and assigns, his/her true and lawful attorney and attorneys irrevocable with full power of substitution for him/her and in his/her name or otherwise but for the sole use and benefit of the ASSIGNEE and its successors and assigns, to

demand, sue for, collect, receive and give acquittances for the said award or awards and any interest thereon or any part thereof.

The ASSIGNOR hereby covenants and warrants that on XXXX, the date on which title to said property vested in THE CITY OF NEW YORK in the above-referenced condemnation proceeding, that the said award made or to be made was and is free and clear of all liens, fixture claims, encumbrances, claims and rights of other persons and that the said ASSIGNOR has full right and title to assign the same; that no person or persons other than the undersigned ASSIGNOR has any right, title or claim to any portion of said award or awards.

IN WITNESS WHEREOF, the ASSIGNOR has hereunto set (his) (her) (their) name and seal this XX day of XXXX, 20XX.

Acknowledgement

STATE OF NEW YORK)
 : SS.:
COUNTY OF)

On this XX day of XXXX, 20XX before me came XXX, to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that (he) (she) executed the same.

Notary Public