

TERM SHEET

William W. Derrick Donation to Town of Wayne

June __ 2020

This Term Sheet outlines certain terms and conditions relating to a potential financial donation by William W. Derrick (“**Donor**”) to the Town of Wayne (“**Donee**” or “**Town**”, and collectively with Donor, the “**Parties**”) for the purpose of the Town’s acquisition and conservation of certain real property, as described herein. While Donor desires to make a financial contribution to Donee on the terms and conditions set forth herein and that Donee desires to receive said financial contribution in accordance with the terms and conditions set forth herein, the following terms and conditions are for the purposes of continuing discussion and are not and should not be construed as a commitment to make the donation described below. This term sheet does not purport to summarize all terms and conditions of the donation described below. The terms and condition set forth herein are subject to change. A more complete document, containing all the terms of the agreement (“**Donation Agreement**”) will be produced and executed by the Parties.

1. Parties:

Donor: William W. Derrick

Donee: Town of Wayne
9772 Silsbee Road
PO Box 182
Wayne, NY 14893

2. Property: Certain real property located in the Town of Wayne, County of Steuben, New York and bounded to the east by Keuka Village Road and bounded to the west by Keuka Lake. The Property is depicted in Appendix A to this Term Sheet, outlined in red, and will be more particularly described in the Donation Agreement.

3. Donation: Donor agrees to donate, and Donee agrees to accept, up to \$145,000 (U.S.), subject to the terms and conditions outlined herein.

4. Donee’s Use: The Parties acknowledge that Donor makes the Donation for the express and exclusive purpose of facilitating the

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acquisition of the Property by the Town in order to ensure that the Property is restored to, and maintained in, its natural and undeveloped state consistent with the terms outlined herein in perpetuity. Accordingly, Donee agrees that the Donation shall be used solely to acquire the Property and that thereafter, Donee shall use the Property in a manner consistent with the Property Restrictions outlined herein.

Donee shall hold the Donation in trust for Donor's benefit until such time that it is used to purchase the Property. In the event that Donee does not use the donation to acquire the property within 90 days of receiving the Donation, the Donation shall be returned to Donor in full unless Donor consents in writing to an extension of the period during which the Donation shall be held in trust pending the closing of the Donee's acquisition of the Property. Donee shall have no right, title, or interest in the Donation until the point at which it is used to purchase the Property.

5. **Property Cost:** To the extent that the purchase price of the Property and/or other costs associated with the acquisition and restoration of the Property exceed the Donation, Donee shall be responsible for such costs, including, but not limited to any and all costs associated with the acquisition, preparation, remediation, conservation, and/or continued ownership of the Property.

6. **Property Restrictions:** Donee shall maintain the Property in its natural state, except as may be necessary in the course of performing ordinary maintenance, landscaping and/or conservation work for the health, safety and ecological wellbeing of the area.

Donee shall not undertake or otherwise permit development of the Property, except that Donee may install two benches at the water's edge and a winding path from Keuka Village Road to the benches and may perform ordinary maintenance on such benches as necessary.

Donee shall obtain a conservation easement on the land in accordance with N.Y. Env, Cons. Law § 49-0305; however under no circumstances shall public recreation be a permitted use under such conservation easement.

Donee shall incorporate the Property Restrictions into the

deed for the Property.

In the event that the Property is used in such a way as violates the Property Restrictions stated herein, Donee shall, upon request by the Donor, refund the Donation in full to the Donor within thirty (30) days of the Donor's request at no cost to the Donor.

7. **Compliance with Laws** The Parties acknowledge that the Donation, Donation Agreement, acquisition and use of the Property is subject to and must comply with certain other legal requirements, including requirements under New York State Law and local laws, including, but not limited to, compliance with Article 8 of the Environmental Conservation Law, the State Environmental Quality Review Act, and the regulations adopted pursuant thereto by the New York State Department of Environmental Conservation, being 6 N.Y.C.R.R. Part 617, as amended (collectively, "SEQRA") and New York State Town Law. Accordingly, Donee covenants that any actions undertaken in furtherance of the acquisition and/or subsequent use of the Property shall be undertaken in accordance with Donee's legal obligations, including but not limited to Donee's obligations under New York State Law and local laws.

8. **Timing:** This Term Sheet shall be valid for a period of 90 days from the date listed at the top of the term sheet.

The purchase of the Property shall be closed within 90 days after the Donee receives the Donation.

In the event that Donee fails to close on the purchase of the Property within said 90 day period, Donee shall forfeit all right, title, and interest in the Donation and the Donation shall be returned to the Donor within thirty (30) days without further action by the Donor.

9. **Liability:** In connection with Donee's acceptance of the Donation and subsequent acquisition, ownership and maintenance of the Property, Donor assumes no liabilities in connection with the acquisition and use of the Property, including but not limited to liability for any mortgage and/or lien, liability under any contract, and/or liability for any injury incurred on the

Property.

**10. Not a Contract
or Option:**

This Term Sheet shall not be deemed a contract or an option and shall not be binding on either the Donor or the Donee. The purpose of this Term Sheet is to identify the areas of agreement to enable the preparation of a more complete document containing all of the terms of the Donation Agreement.

DONOR:

By _____
Name: William W. Derrick
Title:

Date: _____, 20__

DONEE:

Name:

Date: _____, 20__

Name:

Date: _____, 20__