

**Agreement between
Ten Old Post Road South Corporation and Village of Croton on Hudson
Use of 6 Parking Spaces along the North Side of 10 Old Post Road South**

THIS AGREEMENT made as of this 1st day of September, 2011 between the VILLAGE OF CROTON ON HUDSON, a municipal corporation, having its office at One Van Wyck Street, Croton on Hudson, New York (hereinafter “the Village”), and Ten Old Post Road South Corporation, located on 2 Croton Point Ave, Croton on Hudson, New York (hereinafter “the Corporation”).

WITNESSETH:

WHEREAS, the Corporation owns the property located at 10 Old Post Road South, and

WHEREAS, the Village owns and operates a municipal parking lot adjacent to the property at 10 Old Post Road South, and

WHEREAS, six parking spaces in the municipal parking lot are located adjacent to 10 Old Post Road South, and

WHEREAS, the six parking spaces located adjacent to 10 Old Post Road South are approximately half on the Village property and half on the Corporation property, and

WHEREAS, these public parking spaces have existing for a considerable amount of time under an informal agreement between the Village and the Corporation, and

WHEREAS, the Village and the Corporation desire to develop a formal agreement for the use of the parking spaces.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, the parties mutually agree as follows:

1. The Village hereby leases, at no cost, from the Corporation, that portion of 10 Old Post Road South which includes the 6 parking spaces, (hereinafter “the Parking Area”) on the north side of the building referenced above. The Parking Area is identified in the attached survey marked as Exhibit A.
2. The term of the lease shall be five years, commencing September 1, 2011 and terminating August 31, 2017. The Village shall have an option to renew this lease, to be exercised in writing no later than three months prior to the end of the term hereof, for an additional period of five years at terms and conditions to be negotiated by the parties.
3. The Village shall maintain said Parking Area throughout the term of this lease and shall be responsible sweeping, snow plowing, minor pavement surface repairs and

line striping. The Village shall not be responsible for the repaving of large areas of the Parking Area or the entire Parking Area.

4. The Village shall be entitled set parking regulations for the six parking spaces in the Parking Area.
5. The Village shall be entitled to install parking regulation signs in the Parking Area.
6. The Village shall be entitled to install parking regulation signs and a parking lot sign on the side of the building adjacent to the Parking Area subject to the approval of the Corporation which shall not be unreasonably withheld.
7. At the termination of this lease, all improvements shall remain on the premises and shall be the property of the Corporation.
8. The Corporation shall indemnify, hold harmless and defend the Village, its officers, directors, agents, volunteers and employees from and against any and all costs, losses, liability, claims and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of this Agreement against the Village or any such person so indemnified by any third party in relation to: (i) a breach of any of the representations and warranties made by the Corporation; (ii) a breach of the Agreement by the Corporation; or (iii) the negligence or willful misconduct of the Corporation; provided, in each case, that the Corporation is notified promptly, in writing, of any such suit, action, or threat thereof, and is given full and complete authority, information and assistance by the Village for the defense and settlement of the same.
9. The Village shall indemnify, hold harmless and defend the Corporation, its officers, directors, agents, volunteers and employees from and against any and all costs, losses, liability, claims and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of this Agreement against the Corporation or any such person so indemnified by any third party in relation to: (i) a breach of any of the representations and warranties made by the Village; (ii) a breach of the Agreement by the Village; or (iii) the negligence or willful misconduct of the Village; provided, in each case, that the Village is notified promptly, in writing, of any such suit, action, or threat thereof, and is given full and complete authority, information and assistance by the Corporation for the defense and settlement of the same.
10. The Village will maintain liability insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Corporation's interest as owner shall be included as an additional named insured on the policy, and a copy of such policy or certificate of coverage shall be provided to the Corporation immediately upon the execution of this Agreement.

11. The Corporation will maintain liability insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Village's interest as owner shall be included as an additional named insured on the policy, and a copy of such policy or certificate of coverage shall be provided to the Corporation immediately upon the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2011.

/for/ Ten Old Post Road South Corporation

By: _____ / _____
(signature) (title)

/for/ Village of Croton on Hudson

By: _____ / Village Manager
_____ (signature) (title)

STATE OF NEW YORK

COUNTY OF WESTCHESTER

I acknowledge that Abraham Zambrano, who stated that he/she is Village Manager of the Village of Croton-on-Hudson named above, signed this Agreement in my presence this ____ day of _____, 2011. He/she is personally known to me _____ or produced _____, as identification acknowledged to me that his/her signature on this Agreement was authorized by a valid resolution or other valid authorization from Lessee's board of directors or other governing body..

[SEAL]

Notary Public, State of _____
Printed Name: _____
My commission expires: _____

STATE OF NEW YORK

COUNTY OF WESTCHESTER

I acknowledge that Richard Albert, who stated that he/she is _____ of the Ten Old Post Road Corporation named above, signed this Agreement in my presence this ____ day of _____, 2011. He/she is personally known to me _____ or produced _____, as identification acknowledged to me that his/her signature on this Agreement was authorized by a valid resolution or other valid authorization from Lessor's board of directors or other governing body.

[SEAL]

Notary Public, State of _____
Printed Name: _____
My commission expires: _____