

Agreement between Clifford Baum and Village of Croton on Hudson
Use of Parking Lot at 385 South Riverside Avenue

THIS AGREEMENT made as of this 1st day of January, 2005 between the VILLAGE OF CROTON ON HUDSON, a municipal corporation, having its office at One Van Wyck Street, Croton on Hudson, New York ("the Village"), and Clifford Baum, residing at 16 Abington Road, Ardsley, NY 10502

WITNESSETH:

WHEREAS, Mr. Baum owns a certain parking lot property located at 385 South Riverside Avenue, Croton on Hudson, New York,

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

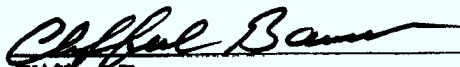
1. The Village hereby leases from the Owner the parking lot property to include the entire area of the parking lot extending to all the boundaries thereof.
2. In the parking area which is the subject of this agreement, three parking spaces will be provided for the exclusive use of the premises, four of the remaining eight spaces will be available to the general public, limited to thirty-minute (30) parking or such other time period as may be mutually agreed to in writing from time to time by the parties hereto and the remaining four spaces will be for special permit parking only.
3. This agreement shall run for a term of 5 ½ years commencing on January 1, 2005 and terminating on May 31, 2010. 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. During this 5 ½ year period, either party can terminate the agreement by notifying the other party in writing at least three months prior to May 31st of any year or during any extension period.
4. The rental of the parking spaces that the Village will pay to the Owner shall be in accordance with the following schedule for the term of the lease. The initial five month rental period is payable no later than January 31, 2005. Thereafter, rental shall be payable annually no later than July 31st of each lease year.

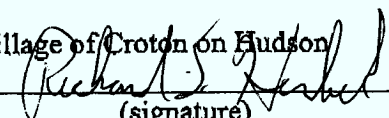
January 1, 2005 to May 31, 2005	\$500
June 1, 2005 to May 31, 2006	\$1,200
June 1, 2006 to May 31, 2007	\$1,200
June 1, 2007 to May 31, 2008	\$1,200
June 1, 2008 to May 31, 2009	\$1,200
June 1, 2009 to May 31, 2010	\$1,200

5. The Village shall maintain the improvements, including snow and rubbish removal, throughout the term of this agreement.
6. The Village will hold the Owner harmless against all claims, damages, or causes of action for damage and will indemnify the Owner for all such suits, orders or decrees and judgments entered therein, brought on account of injury to person or property, or loss of life, sustained by the use and occupation of the demised premises, unless such damage or injury by caused by or due to negligence of the Owner.
7. At the termination of this agreement, all improvements on the Owner's premises performed pursuant to this agreement shall remain thereon and revert to the Owner.
8. The right of access over Village-owned property to the parking area shall run concurrently with and for the term of this agreement. Upon termination of this agreement the Village will agree, at its option, to either removing the island and restoring access to owner's property or continuing to allow right of access over Village-owned property.
9. The Village covenants that it will hold the owner harmless against all claims, damages, or causes of action for damage and will indemnify the Owner for all such suits, orders, or decrees and judgments entered therein, brought on account of injury to person or property, or loss of life sustained by the use and occupation of the demised premises unless such damage or injury be caused by or be due to negligence of the Owner.
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 Owner shall be included as an additional named insured on the policy.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this

31 day of DECEMBER, 2004.


Clifford Baum

/for/ Village of Croton on Hudson/
By:  /Village Manager
____ (signature) (title)