

**ACCESS AGREEMENT FOR ACCESS AND USE OF PRIVATE PROPERTY DURING
VILLAGE OF CROTON-ON-HUDSON CONSTRUCTION PROJECT**

We, Elizabeth Zellner and Margaret Meredith, owners of property located at 33 Grand Street, Croton-on-Hudson, NY 10520 (hereinafter the “Owners”), hereby acknowledge that we have reviewed the attached documents in Exhibit ‘B’ and understand the nature of the work that will be undertaken on and/or adjacent to our property in conjunction with the reconstruction of the Grand Street Retaining Wall.

At the conclusion of the contract work we understand that the Village will restore the area within the “Limit of Work” shown in Exhibit ‘B’ including but not limited to replacement of the sidewalk, and trees at the Village’s expense and to the mutual reasonable satisfaction of the Owners and The Village of Croton-on-Hudson. From that point forward, it will become the Owners responsibility to maintain the on site improvements and sidewalk, but not the retaining wall. The undersigned Owners agree to release and hold harmless the Village, its officers, contractors, or designees from any liability on damages which may arise after the completion and acceptance of the work performed.

In consideration of the Village’s agreement to restore the premises as noted above and in addition to the subject terms & conditions as listed in Exhibit “A”, we do hereby grant to the Village, its officers, employees, agents, contractors or subcontractors, such rights and easements of use and occupancy in and to our property in connection with the Grand Street Retaining Wall project shown in ‘Exhibit B’, as the Village Manager may deem to be timely, reasonable and necessary. Further, the Village shall indemnify, defend and hold Elizabeth Zellner and Margaret Meredith harmless from and against any liability, injury, loss or damage arising directly out of, and to the extent attributable to, the negligent acts or omissions hereunder by the Village, its officers, employees, agents, contractors or subcontractors, to the extent not caused by the negligence of Owners.

The Village further represents that the Village’s Contractor is required to maintain Elizabeth Zellner and Margaret Meredith as additional insured on their liability insurance. Permission to use the premises under the access agreement will be deemed to be suspended for any time that Elizabeth Zellner and Margaret Meredith are not covered as additional insured on the Village’s Contractor liability insurance for any reason.

We understand that the Village’s access agreement for access shall expire one hundred eighty (180) days after commencement of work on our property. Upon expiration of this access agreement, we are entitled to prohibit access that is permitted by this access agreement, and we may assert our property rights including obtaining injunctive relief. It is expressly understood that the Village’s agreement to restore our property as described above is based upon our granting of access as described in this access agreement, and is independent of whether the Village is able to complete its retaining wall project within 180 days. Therefore, if the Village cannot complete its retaining wall replacement work within the 180-day period, we are still entitled to the restoration work.

This access agreement contains the entire understanding between the Owners and the Village of Croton-on-Hudson and supersedes all previous negotiations, commitments and writings. It shall not be released, discharged changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

VILLAGE OF CROTON-ON-HUDSON

OWNERS

Bryan Healy, Village Manager

Elizabeth Zellner, Owner

Margaret Meredith, Owner

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

On the _____ day of _____, 2024 before me the undersigned personally appeared
_____ **(Bryan Healy)**, 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 he executed the same in his
capacity, and that by his signature on the instrument, the individual, or the person upon behalf of
which the individual acted, executed the agreement.

(Notary)

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

On the _____ day of _____, 2024 before me the undersigned personally appeared
_____ **(Elizabeth Zellner)**, 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 he executed the same in his
capacity, and that by his signature on the instrument, the individual, or the person upon behalf of
which the individual acted, executed the agreement.

(Notary)

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

On the _____ day of _____, 2024 before me the undersigned personally appeared
_____ **(Margaret Meredith)**, 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 executed the same in her
capacity, and that by her signature on the instrument, the individual, or the person upon behalf of
which the individual acted, executed the agreement.

(Notary)

Exhibit A – Terms & Conditions of Agreement

Below are a list of Terms and Conditions that must be satisfied as part of the Agreement.

1. The Village of Croton-on-Hudson, its officers, employees, agents, contractors, or subcontractors shall be directed to limit their activities to the area within the “Limit of Work”.
2. Access for emergency vehicles will be maintained at all times to the property.
3. The Village of Croton-on-Hudson shall provide the Owners with reasonable periodic updates to keep the Owners attentive of the work, any impacts to its operations, scheduled milestones and date of completion.

Exhibit B – Proposed Construction Plans

The proposed plan set entitled “25 & 33 Grand Street Retaining Wall Replacement – Village of Croton-on-Hudson – Town of Cortlandt, Westchester Co., NY, Drawing numbers 230101.01, 230101.02, 230101.03 and 230101.04 prepared by MGM Burbon LLC dated April 3, 2023 and revised December 4, 2023 is considered attached to this agreement.