

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2024 by and between the Village of Croton-on-Hudson, a municipal corporation organized and existing under the laws of the State of New York with an address at 1 Van Wyck Street, Croton-on-Hudson, NY 10520 (hereinafter “Village” or “Licensor”), and Barbara Ladd, owner of the property located 47 Harrison Street, Croton-on-Hudson, NY 10520 otherwise known as Sheet 68.17, Block 2, Lot 18 on the tax map of the Village of Croton-on-Hudson (hereinafter “Licensee” and “Licensee’s Property” respectively). Licensee’s Property is more fully described as set forth in Schedule A attached hereto. A copy of the survey of Licensee’s Property showing the existing improvements is annexed hereto as Exhibit A.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1: Grant of License; Description of Premises

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the section of Village-owned property located within the Harrison Street right-of-way where the existing house structure encroaches onto said Village owned property as shown on the survey annexed as Exhibit A (the “Licensed Area”).

Section 2: Transferability

This license is non-transferable, except to all subsequent owners of Licensee’s Property.

Section 3: Limitation to Described Purpose

The Licensed Area may be occupied and used by Licensees solely and exclusively for the purpose of the continued existence of the encroaching portion of the house and existing porch, and maintenance of same, including painting, replacing siding, and similar maintenance actions. The encroachment may not be increased in any way.

Section 4: Duration and Termination

This license shall commence upon execution. The license shall not be revoked for as long as the existing improvements in the Licensed Area remain. If the improvements no longer exist on the Licensed Area (except if removed due to natural disaster, including but not limited to accidental fire), Licensor shall the right to terminate the License upon thirty (30) days written notice to Licensee. Licensees may cancel this License Agreement solely at their own cost and expense, removing the improvements and restoring the Licensed Area to the previous condition, and thereafter providing Village written notification that they have cancelled the License Agreement.

Section 5: Access

Licensor retains the right to access any portion of the Licensed Area for any governmental purpose upon one (1) day written notice to Licensees, except that Licensor shall have the right to immediately access said portion of the Licensed Area in the event of an emergency.

Section 6: Indemnification/ Hold harmless

In exchange for the granting of this License Agreement, the Licensee, its successors, heirs and assigns hereby agree to release, defend, indemnify and hold harmless the Village, and its officials, officers, agents, and employees harmless from and against all damage, liability and claims of any nature whatsoever, including reasonable attorney fees, legal defense costs as well as settlements, judgments, fines and penalties of any nature whatsoever, and liability, arising out of or in connection with this agreement and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from the existence of the encroachment within the Licensed Area and any negligent, reckless, or intentional act or omission of the Licensees, their agents, assigns, heirs, employees, invites, contractors, and any of their sub-contractors in connection with use of the Licensed Area. Further, it is expressly understood that such indemnity of the Licensor shall not be limited by reason of enumeration of any insurance coverage provided.

Section 7: Written Agreement as Entire Understanding of Parties

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

Section 8: Delivery of Notices

Any notice mailed or delivered to Licensee at the Licensee's Property shall be adequate notice to Licensee hereunder. Any notice mailed or delivered to Village c/o Village Manager's Office, at 1 Van Wyck Street, Croton-on-Hudson, NY 10520 or any new address for the Village Manager's Office should the current address change, shall be adequate notice to Licensor hereunder.

Section 9: No Warranty

Village does not warrant title to the Subject Licensed Property nor does Village make any representations that the Subject Property is satisfactory for the uses by Licensees herein.

Section 10: Accommodation

The permission granted to Licensees under this License Agreement is given by Licensor to Licensees as an accommodation. Further, Licensees hereby acknowledge Village's rights to the Licensed Area, and agree to never assail, resist, or deny such rights by virtue of Licensees' occupancy or use of the Licensed Area under this License Agreement.

Section 11: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date").

Section 12: Insurance Coverage

The Subject Property shall be added to the Licensee's liability and property damage insurance policy which shall name the Village as an additional named insured and shall include a thirty-day notice of cancellation clause. A certificate of insurance shall be filed with the Village Manager.

The Licensee shall furnish to Village of Croton-on-Hudson Certificates of Insurance as evidence of coverage prior to the Effective Date and naming Village of Croton-on-Hudson as an Additional Insured by endorsement on Licensee's liability and property damage insurance policy. The Licensee acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

All certificates of insurance shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during term of the License Agreement shall be recertified and received by the Village of Croton-on-Hudson no less than thirty (30) days prior to expiration or cancellation.

The cost of furnishing all insurance coverages shall be borne by the Licensee. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Section 13: Fee

The licensee shall pay to the Village the annual sum of \$25.00. Payment shall be made at the beginning of the applicable period. If less than a full year is utilized, the full price will still be due and payable for that portion of a year.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

For the Licensors

Village of Croton-on-Hudson New York

For the Licensee

Bryan T. Healy
Village Manager

Barbara Ladd

Dated: _____

Dated: _____

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

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Bryan T. Healy personally known to me or proved to me on the basis of satisfactory evidence to be the individual and Village Manager 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 instrument.

Notary Public

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

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Ladd, 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 instrument.

Notary Public

SCHEDULE A DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York, known and designated as Lot No. 1 on a certain map entitled, "Subdivision of Property situate in the Village of Croton-on-Hudson, Town of Cortlandt, Westchester County, New York known as Stark Acres", said map being filed in the Office of the Westchester County Clerk's Office, Division of Land Records on 10/02/1985 as Map No. 22072, said premises being bounded and described as follows:

BEGINNING at a point of intersection of the northerly line of Harrison Street and the division line between Lot Nos. 1 and 2 as shown on the aforesaid filed map;

RUNNING THENCE along said northerly line of Harrison Street, South 52 degrees 32 minutes 40 seconds East, 60.00 feet to a point on the easterly line of lands now or formerly of Roger and Maureen Jones;

THENCE along same North 22 degrees 24 minutes 10 seconds East, 127.40 feet to a point on the division line between Lot Nos. 1 and 2 as shown on the aforesaid filed map;

THENCE along same South 83 degrees 37 minutes 30 seconds West, 66.10 feet and South 22 degrees 24 minutes 10 seconds West, 80.00 feet to a point on the northerly line of Harrison Street, said point being the point and place of BEGINNING.

EXHIBIT A