

PERMIT TO ENTER UPON PROPERTY

PERMISSION is hereby granted to Metro-North Commuter Railroad Company, a public benefit corporation and subsidiary of the Metropolitan Transportation Authority ("MTA"), having an office at 420 Lexington Avenue, New York, NY 10170, (hereinafter called "Metro-North") to enter property owned by the Village of Croton-on-Hudson, a municipal corporation of the State of New York, having an office and place of business at One Van Wyck Street, Croton-on-Hudson, New York 10520 (hereinafter called "the Village"). The purpose of this Entry Permit shall be solely for the purposes outlined in Section 1 below and under the following terms and conditions:

1. LOCATION AND ACCESS. Permission is hereby granted to Metro-North and its contractor(s), to enter the road known as Half Moon Bay Drive, as depicted on the attached map Number 27839 (Attachment A) filed with the Westchester County Clerk on November 3, 2006, (hereinafter called the "Property"), for the advancement of test borings located as noted on map annexed to this Entry Permit as Attachment B and also known as Site Plan Depicting Proposed Test Boring Locations. Access for the advancement of the test borings is anticipated to take up to five (5) days with no follow up monitoring required. Metro-North shall at no time impede the Village's or the public's access to the Property.

2. LIABILITY. Metro-North covenants and agrees to at all times indemnify, protect and save harmless the Village, from and against any and all losses, damages, detriments, suits, claims, demands, costs and charges, including without limitation, reasonable attorneys' fees, which the Village may directly or indirectly suffer, sustain or be subjected to by or on account of Metro-North's entry upon, occupancy or use of the Property, or the conduct thereon of Metro-North, its contractors, subcontractors, officers, employees, agents or invitees during the term of the Entry Permit.

3. NOTIFICATION TO VILLAGE. Metro-North or its contractor(s) shall notify the Village or its designee, in writing at least ten (10) business days in advance before entering upon or commencing any work upon the Property and keep Attached as Attachment D is a schedule of the advancement of the test borings. Any significant change from this schedule will be immediately communicated in writing to the Village.

4. OPERATIONS. All activities of Metro-North in connection with this Permit shall be carried on in such a manner so as not to interfere with the safe operation or use of Half Moon Bay Drive. Metro-North and its contractor(s) will supply any and all necessary traffic control, to the reasonable satisfaction of the Village, during its activities on the

Property.

5. RESTORATION OF PREMISES. Upon completion of Metro-North's activities, the Property shall be restored to a condition satisfactory to the Village, normal wear and tear excluded if the Property has not been satisfactorily cleared of all of Metro-North's property (including but not limited to materials and equipment) and restored to an acceptable condition, then the Village shall have the right, but not the obligation, to restore the Property, including the removal of any materials, equipment and/or fencing, to a satisfactory condition at Metro-North's sole cost and expense.

6. TERM OF PERMIT. Unless subsequently modified in writing, this Entry Permit shall begin after both parties have executed this Permit ("Execution Date") and shall terminate one year after the Execution Date. Under no circumstances shall this Entry Permit be construed as granting Metro-North any rights, title or interest of any kind or character in, on, or about the land or premises of the Village. Metro-North agrees to notify the Village when use of the Property or work is completed.

7. NOTICES. Any notice to be served pursuant to this Entry Permit shall be delivered by hand against a receipt or by U.S. Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

If to Village:

Village of Croton on Hudson

Croton on Hudson, New York 10520

If to Metro-North:

Metro-North Commuter Railroad Company
Environmental Compliance and Services
525 North Broadway
White Plains, New York 10603

8. ADDITIONAL PERMISSION(S). Metro-North shall be responsible for obtaining any additional permission which may be required.

9. APPLICABLE LAWS. Metro-North, at its sole expense, shall comply with all Federal and State laws, regulations and ordinances applicable to the use of the Property.

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11. ASSIGNMENT. Metro-North shall make no assignment of this Entry Permit without prior written consent of the Village. Any such assignment, or attempt to assign, without written consent of the Village, is void.

12. INSURANCE. Metro-North shall provide the Village with a letter from the MTA Risk and Insurance Management Department indicating that Metro-North is self-insured and prior to entering the Property, shall provide written proof of its drilling contractor and environmental consultant's insurance listing the Village as an additional insured on its General Liability, Workers' Compensation and Automobile Liability Insurance for the term of this Entry Permit.

IN WITNESS WHEREOF, the parties hereto have caused this Entry Permit to be duly executed as of the day and year indicated below.

VILLAGE OF CROTON ON HUDSON

WITNESS:

BY: _____

TITLE:

DATE: _____

WITNESS:

BY: METRO-NORTH RAILROAD

(Permittee)

TITLE: _____

DATE: _____