

LICENSE & MAINTENCE AGREEMENT
192 GRAND STREET

THIS LICENSE AGREEMENT is entered into this ____ day of _____, 2025 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 Roseanne O'Grady as Trustee of the Rosemarie Palmietto Irrevocable Grantor Trust dated November 15, 2010 owner of the property located at 192 Grand Street, Croton-on-Hudson, NY 10520 otherwise known as Section 68.17, Block 4, Lot 56 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.

WHEREAS, currently the existing house structure encroaches onto said Village owned property as shown on the survey annexed as Exhibit A (the "Licensed Area") and,

WHEREAS, the Village in its sole discretion is willing to allow the Licensor to continue its encroachment as detailed herein; and

NOW, THEREFORE, 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 revocable license to enter upon and use, subject to all of the terms and conditions hereof, the section of Village-owned property located within the Grand 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"). The Licensed Area is also more fully described as set forth in Schedule A attached hereto.

Section 2: Transferability

This Agreement shall not be assignable or transferable by Licensee without the prior written approval of the Village which shall not be unreasonably withheld. Said assignment may include the execution of a written agreement with the assignee or transferee confirming acceptance, or enhancement, of the continuing obligations and covenants herein.

Section 3: Limitation to Described Purpose

Nothing contained herein shall serve to abrogate any rights of the Village in and to the Village's Property, or any portion thereof. The Licensed Area may be occupied and used by Licensee 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. Licensee acknowledges that the Village of Croton-on-Hudson retains all rights to the Village Property, and may relocate, remove, or modify the structures at any time without any notice or liability to the Licensee.

Given the above noted reservation, the Licenser does not expect the license to 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) the Licensee shall notify the Licenser of same, and shall confer prior to reconstruction of any encroachment.

Licensee 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: 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 Licensee, 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 Licenser 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 Licenser 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 Licensee under this License Agreement is given by Licensor to Licensees as an accommodation. Further, Licensee hereby acknowledges Village's rights to the Licensed Area, and agree to never assail, resist, or deny such rights by virtue of Licensee's 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.

The duty to indemnify (**Section 5**) and the duty to insure (**Section 12**) shall be a covenant, the burden of which shall run with the land so long as the encroachment remains in or over the Village Property.

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.

Section 14: Duty to Maintain

Licensee shall maintain the structure(s) in a safe and attractive condition and shall do so in a way that shall not interfere in any way with the public's use of Grand Street. Any work or repairs shall be undertaken at Licensee's sole cost and expense.

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

Roseanne O'Grady as Trustee of the
Rosemarie Palmietto Irrevocable Grantor
Trust dated November 15, 2010

Bryan T. Healy, Village Manager
Dated: _____

Dated: _____

STATE OF NEW YORK
COUNTY OF WESTCHESTER

)
) ss:
)

On the ____ day of _____ in the year 2025 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
COUNTY OF WESTCHESTER

)
) ss:
)

On the ____ day of _____ in the year 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared Roseanne O'Grady, Trustee 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

DESCRIPTION OF PROPERTY #192 GRAND STREET LOT 56, BLOCK 4, SECTION 68.17 CROTON-ON-HUDSON, WESTCHESTER COUNTY, NY

BEGINNING at a point on the southerly side of Grand Street where same intersects the easterly line of lands now or formerly of Luposella, and running thence;

- 1.) Easterly along the southerly side of Grand Street on a course of N. 77° -29'-50" E., for a distance 26.30 feet to a point, thence;
- 2.) S. 24° -20'-40" E., for a distance of 40.0 feet to a point, thence;
- 3.) S. 77° -29'-50" W., for a distance of 25.52 feet to a point, thence;
- 4.) N. 25° -25'-50" W., for a distance of 40.17 feet to a point in the southerly side Grand Street and the point or place of beginning.

DRAFT

SCHEDULE A DESCRIPTION

DESCRIPTION OF ENCROACHMENT #192 GRAND STREET LOT 56, BLOCK 4, SECTION 68.17 CROTON-ON-HUDSON, WESTCHESTER COUNTY, NY

BEGINNING at a point on the southerly side of Grand Street, said point being distant 0.79 feet on a course of N. 77°-29'-50" E. from the westerly boundary of subject premises where same intersects the southerly side of Grand Street, and running thence;

- 1.) Northerly, into the Grand Street R.O.W. on a course of N. 25°-08'-28" W., for a distance 1.16 feet to a point, thence;
- 2.) N. 69°-49'-15" E., for a distance of 23.02 feet to a point, thence;
- 3.) S. 25°-16'-33" E., for a distance of 4.31 feet to the southerly side Grand Street, thence;
- 4.) S. 77°-29'-50" W., along the southerly side Grand Street for a distance of 23.51 feet to the point and/or place of beginning.