

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (this “**Agreement**”), is made and entered into the ____ day of _____, 2025, by and between:

The Village of Croton-on-Hudson (“Grantor”), a municipal Corporation of The State of New York, having its principal office at 1 Van Wyck Street, Croton-on-Hudson, New York 10520, organized and existing under the laws of the State of New York.

-and-

Metro-North Railroad (“Metro-North”), a subsidiary of the Metropolitan Transportation Authority (“**MTA**”), having its principal office located at 420 Lexington Avenue, New York, New York 10170 (“**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of a certain parcel of real property in Croton-Harmon Station – 1 Croton Point Avenue, Croton-On-Hudson New York, 10520, Town of Cortlandt, Westchester County, State of New York, located on the east side of the Main Line right of way and extending from Croton River North to Metro-North’s Croton-Harmon Station (as defined below) (“**Grantor’s Property**”);

WHEREAS, Metro-North owns certain real property located in the State of New York, County of Westchester, Town of Cortlandt and Village of Croton-on-Hudson upon which the Owner operates a commuter railroad station and related facilities (collectively, the “**Croton-Harmon Station**”);

WHEREAS, Grantee requires certain temporary easements over those portions of the+ Grantor’s Property described in **Exhibit A** attached hereto and as depicted in blue on the map attached hereto as **Exhibit A-1** (collectively, the “**Easement Areas**”), for the purpose of temporary staging in connection with certain construction activities to be conducted on or about the Croton-Harmon Station; and

WHEREAS, Grantor agrees to grant and convey to Grantee, at no cost to Grantee, a temporary, non-exclusive easement, over both the Easement Areas subject to the terms hereof.

NOW THEREFORE, in consideration of sum of One and 00/100 Dollar (\$1.00), and the terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor for itself, its heirs, successors, legal representatives and assigns declares, grants, conveys and imposes the following easement as follows:

Section 1.

Grantor hereby represents and warrants to Grantee that the Grantor is the owner of Grantor's Property, including but not limited to the Easement Areas, and has the authority to execute this Agreement.

Section 2.

Subject to the terms and conditions of this Agreement, and on the terms and conditions hereinafter set forth, Grantor hereby gives, grants, conveys and confirms to Grantee its officers, employees, agents, servants, contractors and their respective successors and assigns, for the Term, a temporary, non-exclusive easement over and on the Easement Areas for the sole purpose of staging in connection with certain construction activities to be conducted on or about the Croton-Harmon Station, together with all rights and privileges incident thereto (the "**Non-Exclusive Easement**").

Section 3.

Control over the Easement Areas shall remain with the Grantor and the Grantor reserves and shall continue to retain free, unobstructed, and unlimited use of Grantor's Property, including but in no way limited to (i) the right to grant other parties with access to, over and across the Easement Areas for any purpose without notice to Grantee; (ii) the right to install, construct, maintain, repair and renew, as may be required by Grantor at Grantor's sole discretion, any new improvement, including but not limited to curbs, paving, sidewalk, or utilities that may now exist or may be hereafter constructed or installed by Grantor within on Grantor's Property, provided Grantee's access as permitted hereunder are not materially adversely affected thereby; and (iii) the exclusive rights to: (x) lease, license, grant and/or convey to utility, fiber optic, cable, communications and/or pipe line companies, to licensees or lessees of Grantor, and to any other person or corporation, rights for the installation, construction, maintenance, repair, renewal and inspection of pole, pipe and wire lines and other utilities on, over, under, through and across the Easement Areas and (y) retain any and all compensation that may be obtained therefrom.

Section 4.

Grantor makes no representations as to the condition or the suitability of the Easement Areas, and Grantee accepts the right to use Easement Areas pursuant to this Agreement in its "as is" condition.

Section 5.

Grantee shall procure, at its sole cost and expense, from any governmental authority having jurisdiction over the same, all necessary approvals and permits for all work activities under this Agreement.

Section 6.

The term of the Non-Exclusive Easement (the “**Term**”) shall commence as of the date hereof and shall terminate and expire of the tenth (10th) anniversary of the date of this Agreement (the “**Expiration Date**”). Notwithstanding the foregoing, in the event Grantee determines in its sole but reasonable judgment that its construction activities will not be complete as of the Expiration Date, Grantee shall notify Grantor of same not less than ninety (90) days prior to the Expiration Date in which event the Term shall be extended for six (6) months. Such extensions may occur repetitively for up to ten (10) years from the Expiration Date provided Grantee notifies Grantor as provided in this Section 6.

Section 7.

Grantee will not at any time permit or suffer any lien to be attached to Grantor’s Property by or through any activity of Grantee permitted hereunder, and, if attached, will within thirty (30) days after notice from Grantor cause the same to be discharged and released. Furthermore, Grantee covenants and agrees to, on or before the date that is ninety (90) days after the Expiration Date, restore Grantor’s property to the state and condition in which Grantor’s Property existed as of the date of this Agreement. The foregoing covenant shall survive the termination of this Agreement.

Section 8.

Grantee covenants and agrees to and does hereby fully and forever release and discharge the Grantor, together with its subsidiaries, affiliates, officers, agents, servants, representatives, employees, successors and assigns from any and all claims, demands, rights of action or causes of action, present or future, whether same be known or unknown, anticipated or unanticipated, resulting from any cause whatsoever at law or in equity arising out of Grantee’s exercise of the rights conveyed or performance of any obligations under this Agreement, except if caused by the negligence or willful misconduct of Grantor, its subsidiaries, or any of their respective officers, directors, representatives, agents, or employees.

Section 9.

Grantee covenants and agrees, that it will, to the fullest extent permitted by law, defend, indemnify and hold harmless the Grantor and its subsidiaries, affiliates, officers, directors, agents, representatives, employees, successors and assigns

(collectively, the "Indemnitees") from and against any and all claims, demands, suits, losses, judgments, obligations or liabilities, including but not limited to death, injury, or damage to persons or property, fines, penalties, environmental matters or expenses, including, without limitation, reasonable attorneys' fees, suffered by, imposed upon, incurred by or asserted against any of the Indemnitees resulting from or out of (i) entrance onto Grantor's Property by Grantee or its contractors, employees, agents or invitees, (ii) the performance of (or failure to perform) any activity by Grantee or its contractors, employees, agents or invitees on Grantor's Property, or (iii) any work or activity undertaken by any person or entity (including without limitation any construction, or maintenance work) by or on behalf of Grantee in connection with the construction, operation, maintenance, repair or replacement of the Signal Huts, except if caused by the negligence or willful misconduct of the Indemnitees (or any of them).

Section 10.

Grantee does hereby agree to release, indemnify, defend (with counsel approved by Grantor) and hold harmless the Indemnitees from and against any and all claims, damages (personal and property), fines, causes of action, judgments, penalties, costs and expenses (including, without limitation attorneys', consultant(s) and expert fees), liabilities, losses and awards of any kind or nature whatsoever regarding the presence, use, generation, or remediation of, any Hazardous Substance (as hereinafter defined) resulting from Grantee or its contractors entering Grantor's Property for the use permitted hereunder or any other work or activity undertaken hereunder by any person or entity (including without limitation any construction, or maintenance work) by or on behalf of Grantee, except if caused by the negligence or willful misconduct of the Indemnitees (or any of them), and will not seek contribution from the Indemnitees towards the costs Grantee has or may in the future incur in connection with remediation of any Hazardous Substance. This Release and Indemnification includes without limitation any and all costs incurred because of any investigation of the Grantor's Property or any clean-up, removal or restoration required or requested by a federal or state agency, including without limitation, any such costs associated with the contamination of adjacent property or groundwater arising out of any environmental contamination on or emanating from Grantor's Property as a result of Grantee's activities on or near Grantor's Property. As used herein, "Hazardous Substance" means (i) any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any local government, the State of New York or the United States government: (ii) any "hazardous waste," "extremely hazardous waste," "hazardous substance," "toxic substance," "hazardous material," "pollutant," or "contaminant," as defined in state, federal or local law; or (iii) any substance whose presence could be detrimental to Grantor's property, or hazardous to health or the environment, regardless of source, including but not limited to radioactive materials, including radon, natural gas, natural gas liquids (all of the foregoing gas called "Natural Gas Products"), liquefied natural gas, synthetic gas or mixtures of Natural Gas Products and synthetic gas, lead, asbestos

containing materials, polychlorinated biphenyls ("PCBs"), cutting oil, diesel, gasoline, oils and all other petroleum products. This Section 10 will survive the termination and/or revocation of this Agreement.

Section 11.

Grantee, at its sole cost and expense, shall carry and maintain policies of insurance at all times during the period of performance of work under this Agreement as set forth in **Schedule A** annexed hereto and made a part hereof.

Notwithstanding anything in this Agreement to the contrary, Grantee may elect not to carry insurance and to self-insure (or maintain any self-insured retention and/or deductible amount) as to the insurance coverage required above pursuant to any plan of self-insurance maintained by Grantee. If Grantee elects to act as a self-insurer in lieu of procuring coverage from an insurance company, Grantee agrees that it will provide the same insurance coverage and protection for the benefit of Grantor as an additional insured, in the same amount and under the same terms set forth above as it would provide to Grantor if Grantee were to purchase commercial insurance from a third party insurer meeting the insurance coverage requirements set forth in this Section and name Grantor as an additional insured thereunder. Grantee further agrees that the limits of insurance set forth herein and any right to self-insure, or self-insured retention and/or deductible amounts shall not be construed as limiting or expanding the indemnification, hold harmless and rights to defense provisions of Section 9 hereof. Grantee's option to self-insure does not extend to any contractor Grantee may hire for the work to be performed under this Agreement. Contractors hired by Grantee must adhere to all insurance terms and conditions as set forth on **Schedule A** hereto.

Section 12.

Grantee and its agents and contractors shall conduct all work activities under this Agreement in a workerlike manner and in accordance with Grantee's ordinary practices, standards and procedures except when a higher standard is required by law, statute, rule, and/or regulation in which case Grantee will comply with said standard.

Section 13.

The consideration for this Agreement payable by Grantee to Grantor is One and 00/100 Dollars (\$1.00), payment waived.

Section 14.

If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not be affected or impaired in any way.

Section 15.

This Agreement will be construed in accordance with the laws of the State of New York, and constitutes the complete understanding and agreement of the parties. Any dispute, controversy, proceeding (including a special proceeding), or claim arising out of or relating to this Agreement will be brought or commenced exclusively in the Supreme Court of the State of New York in Westchester County, New York.

No modification or amendment of any of the provisions hereof will be valid unless in writing and signed by all parties hereto.

Section 16.

All notices of any nature referred to in this Agreement must be in writing and either sent by registered or certified mail United States mail, postage pre-paid, Return Receipt Requested, or sent by hand or overnight courier, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective on the date of receipt.

To Grantor:

The Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520
Attention: Village Manager

To Grantee:

Metropolitan Transportation Authority
2 Broadway, 4th Floor
New York, New York 10004
Attn.: Chief of Real Estate Transactions and Operations

with a copy to:

Metropolitan Transportation Authority
2 Broadway, 20th Floor
New York, New York 10004
Attn.: General Counsel

Section 17.

The parties hereto agree that this Agreement will be recorded against the Grantor's Property in the Office of the County Clerk, County of Westchester. This instrument will run with the land and be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, and assigns, and will not be modified except by written agreement, in proper form for recording, executed by both parties.

Section 18.

Grantor represents and warrants that neither Grantor nor any employee, agent, independent contractor, etc. of Grantor has offered or given any gratuity to any official, employee, or agent of the MTA, or any political party with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of this Agreement, or the making of any determinations with respect to the performance of any agreement.

Section 19.

This Agreement may be executed in any number of counterparts, each of which shall be an original, and all collectively shall constitute but one instrument.

Section 20.

The above recitals are incorporated herein by reference.

[END OF DOCUMENT; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove set forth.

VILLAGE OF CROTON-ON-HARMON

By: _____

Name:

Title:

Date: _____, 2025

METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name:

Title:

UNIFORM ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, 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 on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC, STATE OF NEW YORK

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the ____ day of _____, in the year 2025, before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC, STATE OF NEW YORK

EXHIBIT A

Easement Areas

1. Location 'CP-34 Loc A & SMC-34': this is adjacent to Solar Array No. 2. A 28'x110' (3,080 SF) temporary staging area will be required for construction;
2. Location 'CP-33 Loc G': 40x100 (4,000 SF) or 16 parking spaces required for temporary staging. This is adjacent to Solar Array No. 7;
4. Location 'CP-33 CIL': this area requires a modest 230 SF permanent easement adjacent to the existing fence line with a 60x120 (7,200 SF) temporary staging area required for construction. This will affect 22 parking spaces and is adjacent to Solar Array No. 12
5. Location 'CP-33 Loc F': 40x100 (4,000 SF) temporary staging area will not be required. No impact to any solar arrays..All as depicted in blue on the attached map.

EXHIBIT A-1

[schematic attached]

SCHEDULE A

Grantor's Insurance Requirements