

PROPERTY MAINTENANCE AGREEMENT

This **PROPERTY MAINTENANCE AGREEMENT** (this “**Agreement**”) is made as of _____, 2025, between **METRO-NORTH COMMUTER RAILROAD COMPANY** (“**Owner**”), a public benefit corporation organized and existing under the laws of the State of New York having an address at 420 Lexington Avenue, New York, New York 10170, and **VILLAGE OF CROTON-ON-HUDSON** (“**Village**”), a municipal corporation having an address at 1 Van Wyck Street, Village of Croton-on-Hudson, New York 10520, identified on the signature page hereof.

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

WHEREAS, pursuant to that certain Deed dated as of May 15, 1964 (the “**Deed**”), Owner, formerly known as the New York Central Railroad Company, conveyed to the Village certain real property located in the State of New York, County of Westchester, Town of Cortlandt and Village of Croton-on-Hudson (the “**Village Property**”);

WHEREAS, the Deed included a right reserved unto Owner a right to repurchase all or a portion of the Village Property (the “**Repurchase Right**”);

WHEREAS, the Village has requested that Owner relinquish and terminate the Repurchase Right;

WHEREAS, the Village and the Metropolitan Transportation Authority, an affiliate of Owner (the “**MTA**”) entered into a Lease dated as of April 1, 1977 whereby the MTA leased certain parcels owned by MTA located adjacent to the Village Property (the “**1977 Lease Property**”) to the Village for use sidewalk, fence, traffic control and parking purposes (the “**1977 Lease**”);

WHEREAS, pursuant to the 1977 Lease the Village has constructed and currently maintains approximately 9,140 square feet for sidewalk, fence and traffic control purposes and approximately 2,230 square feet for parking purposes on the 1977 Lease Property shown on the maps attached hereto as **Exhibit A** ;

WHEREAS, the Village and the MTA entered into a Lease dated as of April 1, 1982 whereby the MTA leased certain parcels owned by MTA located adjacent to the Village Property (the “**1982 Lease Property**”) to the Village for use sidewalk and beautification purposes (the “**1982 Lease**”);

WHEREAS, pursuant to the 1982 Lease, the Village has constructed and currently maintains existing asphalt and concrete sidewalks and adjacent landscaping on the 1982 Lease Property shown on the maps attached hereto as **Exhibit B** attached hereto;

WHEREAS, by Agreement dated August 25, 1987 the Village granted Owner an easement

over a portion of the Village Property (the “**1987 Easement Area**”) for the use, construction and maintenance of a sidewalk and roof overhang (the “**1987 Easement**”);

WHEREAS, pursuant to the 1987 Easement, Owner has constructed and currently maintains a sidewalk and roof overhang over a portion of the Village Property as shown on the map attached hereto as **Exhibit C**;

WHEREAS, each of the 1977 Lease, the 1982 Lease and the 1987 Easement sets forth certain maintenance obligations in relation to the improvements constructed thereunder;

WHEREAS, Owner owns and maintains a water valve for the Croton Station water service (the “**Valve**”) which Valve is located at Croton Point Avenue, and is connected to a two-inch galvanized steel water service line (the “**Steel Water Line**”) which Steel Water Line is connected to a pressure-reducing valve and shut off valve pit (the “**Pit**”) from which Pit extends a two-inch plastic water service line (the “**Plastic Water Line**”) which Plastic Water Line is connected to two (2) valves imbedded in the sidewalk on the Village Property (the “**Valves**”);

WHEREAS, the Valve, the Steel Water Line, the Pit, the Plastic Water Line and the Valves are all shown on the map attached hereto as **Exhibit D** attached hereto;

WHEREAS, Owner has agreed to terminate the Repurchase Right, provided that, as consideration for such termination, the parties agree to modify certain maintenance obligations of the 1977 Lease, the 1982 Lease and the 1987 Easement as well as ownership of the Steel Water Line and the Plastic Water Line as set forth below;

WHEREAS, Owner has further agreed to grant to the Village a revocable license over portions of the Owner Property for the purpose of facilitating the Village’s obligations hereunder;

WHEREAS, in further consideration of Owner terminating the Repurchase Right the Village has agreed to grant to Owner an easement for installing and maintaining a security fence on a portion of the Village Property adjacent to the Owner Property (the “**Permanent Easement**”), and a Temporary Easement over portions of the Village Property for the purpose of temporary staging in connection with certain construction activities to be conducted by Owner at the Croton Station (the “**Temporary Easement**”);

WHEREAS, contemporaneously with their execution and delivery of (a) a Release of Right of Repurchase dated as of the date hereof, which terminates and releases the Repurchase Right, (b) the Permanent Easement and the Temporary Easement, the parties hereto have agreed to enter into this Agreement for the purpose of setting forth respective obligations of the parties hereto as a condition to the termination of both the 1977 Lease and the 1982 Lease.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Appointment, License Grant and Acceptance**. Owner appoints Village as exclusive manager for the maintenance, repair and beautification of the following property (collectively, the “**Maintenance Area**”): (a) the sidewalk located within the 1987 Easement Area (Area A on

Exhibit E), (b) the sidewalks and landscaping located within each of the 1977 Lease Property and the 1982 Lease Property, and (c) the parking spaces owned by MNR and used for MNR employee parking. The Village hereby accepts the appointment, subject to the terms and conditions set forth in this Agreement. Subject to the terms and conditions of this Agreement, and on the terms and conditions hereinafter set forth, Owner hereby gives, grants, conveys and confirms to the Village its employees, agents, servants, contractors and their respective successors and assigns a revocable license on, over, under across, in and through the Property for the sole purpose of facilitating the Village's obligations hereunder with such license being revocable in accordance with the terms hereof.

2. **Maintenance and Repairs**. Village shall, at its sole cost and expense, cause the Maintenance Area to be maintained in a decent, safe, and sanitary condition and in a good state of repair, all in accordance with local codes, and Village otherwise shall maintain the Maintenance Area at all times in a condition acceptable to Owner, including, but not limited to, performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, prompt snow and ice removal during/immediately after inclement weather and such other maintenance and repair work as may be necessary or as may be required in writing by Owner from time to time. Incident thereto, the following provisions shall apply:
 - a) Water line maintenance: preventative maintenance, maintenance, repair and replacement of each of the Steel Water Line and the Plastic Water Line.
 - b) Regular emptying and maintenance of all trash receptacles in the Maintenance Area.
 - c) Special attention shall be given to preventive maintenance, and to the greatest extent feasible, the services of regular maintenance personnel shall be used.
 - d) Village shall contract with qualified independent contractors for the maintenance and repair of major mechanical systems, and for the performance of extraordinary repairs beyond the capability of regular maintenance personnel. Village shall obtain prior to commencement of any work appropriate written evidence of such contractor's liability and worker's compensation insurance.
 - e) Village shall systematically and promptly receive and investigate all emergent situations in the Maintenance Area. Owner shall have the right to receive copies of all service requests and the reports of action taken thereon.
 - f) Village shall use reasonable efforts to take such action as may be necessary to comply with any and all orders or requirements of federal, state, county or municipal authorities having jurisdiction over the Maintenance Area and orders of any board of fire underwriters, insurance companies, and other similar bodies.
 - g) Village shall purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance or repair of the Maintenance Area.

- h) Village shall make arrangements for illumination of the Maintenance Area.
- i) Village shall not close or otherwise restrict access to any portion of the Maintenance Area without Owner's prior written consent.
3. **Control Over the Maintenance Area.** Control over the Maintenance Area shall remain with the Owner and the Owner shall maintain all rights incident to fee ownership of the Maintenance Area including but not limited to (i) the right to grant other parties with access to, over and across the Maintenance Area for any purpose without notice to the Village; (ii) the right to install, construct, maintain, repair and renew, as may be required by Grantor at Grantor's sole discretion, any new curbs, paving, sidewalk, or utilities that may now exist or may be hereafter constructed or installed by Owner within or on the Maintenance Area; 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 Owner, 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 Maintenance Area and (y) retain any and all compensation that may be obtained therefrom. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall restrict or limit Owner's rights to transfer fee ownership of any portion of the Maintenance Area.
4. **Personnel.** All on-site personnel shall be contracted service providers or employees of Village and not of Owner and shall be paid by the Village. Village shall at all times, have sufficient personnel physically present at the Maintenance Area, as needed, for the full and efficient performance of its duties under this Agreement, including physical presence of responsible persons at such times as reasonably may be requested by Owner.
5. **Liability of Village.** Except as expressly provided to the contrary herein, the obligations and duties of Village under this Agreement shall be performed by the Village and the Village, shall be liable for its breaches of this Agreement.
6. **Indemnification.** To the extent permitted by law, Village hereby indemnifies and agrees to defend, indemnify, and save harmless Owner from all claims and suits in connection with the Maintenance Area attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property and other than those resulting from the gross negligence or willful misconduct of Owner. Village agrees to include Owner as an insured in Village's public liability policy. Village shall provide Owner with a certificate of insurance evidencing such liability insurance and providing not less than ten (10) days' notice to Owner prior to cancellation. To the extent permitted by law, Village hereby indemnifies and agrees to defend, indemnify, and save harmless Owner from all claims, investigations, and suits, or from actions or failures to act of Village, with respect to any alleged or actual violation of state or federal labor or other laws pertaining to employees, it being expressly agreed and understood that as between Owner and Village, all persons employed in connection with the premises are employees of Village, not Owner. The indemnification obligations contained herein shall survive the termination of this Agreement.
7. **Insurance.** Village shall at all times keep its employees and contractors insured for statutory workers' compensation and other employee benefits required by all applicable laws and shall

maintain liability insurance covering automobiles and other vehicles operated by Village. Village shall maintain employer's liability insurance covering claims and suits by or on behalf of employees and others, not otherwise covered by statutory workers' compensation insurance; comprehensive commercial liability policy; property, fire, damage/legal liability ensuing out of claims from Village's actions outside the scope of the agency relationship created by this Agreement, including without limitation any intentional torts, criminal activity, and reckless or other willful misconduct of Village, its Villages, and employees. Such policy shall include coverage for contractual liability under this Agreement. Owner and its members shall be protected in all such insurance by specific inclusion of Owner under an additional insured or alternate employer rider. All policies shall be in amounts to be agreed upon by Owner and Village and approved by the Investor Member. Village shall provide Owner with a certificate of insurance evidencing that all insurance referenced in this Paragraph 7 is in full force and effect and providing not less than thirty (30) days' notice to Owner prior to cancellation, lapse, or non-renewal or the reduction in the amount of coverage.

8. **Limitation of Liability.** Village and Owner agree that they will not seek recourse against the individual members, shareholders, directors, officers, employees of the other party or any of their personal assets for satisfaction of any liability with respect to this Agreement.
9. **Increased Risk.** Village shall give Owner written notice of any facts of which Village is aware evidence an increase in the risk of casualty loss or a claim of liability in connection with any portion of the Maintenance Area. Such notice shall be given as soon as Village has knowledge of such facts.
10. **Compliance with Laws.** In the performance of its obligations under this Agreement, the parties shall comply with applicable local, state, and federal laws and regulations.
11. **Term of Agreement.** This Agreement shall be in effect for the period commencing as of the date hereof and ending on the first (1st) anniversary of the date hereof and shall be automatically extended for one (1) year periods thereafter unless terminated by Owner at any time upon thirty (30) days' prior written notice to the Village. As of the effective date of the termination of this Agreement pursuant to the foregoing sentence, the license granted to Village hereunder shall terminate and be null and void and all rights granted pursuant to the terms hereof shall be rescinded in their entirety.
12. **Notices.** All notices or other communications required or desired to be given under this Agreement shall be in writing and shall be delivered either personally or by U.S. certified mail, return receipt requested, which shall be deemed delivered upon personal delivery or two (2) business days after mailing, to the parties at the addresses set forth above. In the event of a change in the mailing addresses stated above, any addressee whose address changes hereby agrees to give notice of a new or forwarding address within seven (7) days of the effective date of said change to the other addressee, whereupon subsequent notices shall be addressed to such new or forwarding address.
13. **Amendment.** This Agreement constitutes the entire agreement between Owner and Village, and no amendment or modification thereof shall be valid or enforceable except by supplemental agreement in writing, executed by the parties hereto or the party to be bound thereby.

14. **Waiver of Trial by Jury.** The parties to this Agreement expressly waive the right to trial by jury.
15. **Attorney's Fees.** If any judicial remedy is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and other expenses, in addition to any other relief the court may grant.
16. **Enforceability.** The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof. Remedies under this Agreement are cumulative, and the exercise of one remedy shall not be deemed an election of remedies nor foreclose the exercise of any party's other remedies. No waiver by a party of any breach of this Agreement shall be deemed to be a waiver of any other or subsequent breach. Owner or Village may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against any violation of this Agreement, or for such other relief as may be appropriate, since the injury arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
17. **Lease Termination.** By execution and the delivery of this Agreement, the parties hereto agree and acknowledge that the 1997 Lease and the 1982 Lease are hereby terminated in their entirety and null and void as of the date hereof.
18. **Governing Law.** The laws of the State of New York shall govern the interpretation and enforcement of this Agreement.
19. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or the intent of this Agreement.
20. **Execution of Counterparts.** For the convenience of the parties, this Agreement may be executed in multiple counterparts, each of which shall constitute a complete original of this Agreement, which may be introduced in evidence or used for any other purpose without the production of any other counterparts.
21. **Successors and Assigns.** This Agreement shall inure to the benefit of and constitute a binding obligation upon Owner and Village and their respective successors and assigns; provided, however, that Village shall not assign this Agreement, or any of its duties hereunder, without the prior written consent of Owner. In the event Owner's current managing member or any successor managing member of Owner is removed as managing member in accordance with the Operating Agreement, any successor managing member selected in accordance with such operating agreement shall have authority to act hereunder on behalf of Owner, and until such successor is selected the Investor Member shall have temporary authority to act hereunder on behalf of Owner.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Owner:

**METRO-NORTH COMMUTER RAILROAD
COMPANY,**

a public benefit corporation organized and existing under the laws of the State of New York

By

Name:

Title:

Village:

VILLAGE OF CROTON-ON-HUDSON

a municipal corporation

By

Name:

Title:

EXHIBIT A

1977 Lease Property

All those certain pieces or parcels of land containing an aggregate of 11,370 square feet, more or less, situated in the Village of Croton-on-Hudson, Town of Cortlandt, County of Westchester and State of New York used sidewalk fence, traffic control and parking purposes.

EXHIBIT B
1982 Lease Property

All those two certain parcels of land situate in the Village of Croton-on-Hudson, County of Westchester and State of New York, located southerly and northerly of passenger station building and easterly of the tracks and road bed of the railroad of Owner, containing an aggregate area of 7,897 square feet, more or less, as shown in the attached prints dated May 14, 1982

EXHIBIT C

1987 Easement Area

EXHIBIT D

Map of the Valve, the Steel Water Line, the Pit, the Plastic Water Line and the Valves
[see the following page]

EXHIBIT E

Map showing updated maintenance obligations