

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (the “License Agreement” or “License”) made this ____ day of _____, 2025, by and between,

THE VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, having its office at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (the “Licensor” or “Village”),

and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office at 148 Martine Avenue, White Plains, New York 10601 (the “Licensee” or “County”).

WITNESSETH:

WHEREAS, the County is the owner in fee of certain real property located on River Lane in the Town of Cortlandt, county of Westchester, State of New York, and designated as Section, Block and Lot (“SBL”) No. 68.14-4-1 on the Tax Maps for the Town of Cortlandt (the “County Parcel”) as depicted on Schedule “A”; and

WHEREAS, the Village owns three (3) parcels located off Route 129 (Grand Street) in the Village of Croton-on-Hudson, county of Westchester, State of New York, and designated as SBL Nos. 68.14-3-3, 68.14-5-1 and 68.14-5-2 on the Tax Maps for the Village of Croton-on-Hudson (collectively, the “Village Parcels”) as depicted on Schedule “A”; and

WHEREAS, the County Parcel is across the Croton River from and adjacent to the Village Parcels; and

WHEREAS, the Consolidated Edison (“Con Edison”) owns the existing utility pole W3 (“Pole W3”); existing utility pole W6 (“Pole W6”), and the wire between Pole W3 to Pole W6, on the SBL No. 68-14-3-3, as depicted on Schedule “A”; and

WHEREAS, the County owns an existing wire on SBL No. 68.14-3-3 from Pole W6, which runs over the Croton River to the County Parcel (the “Existing County Facilities”), as depicted in Schedule “A”; and,

WHEREAS, Village owns four utility poles identified as “Customer Pole 1”, “Customer Pole 2”, “Customer Pole 3” and “Customer Pole 4”, and a wire identified as “Customer A Phase Wire”, which is supported by the Customer Poles 1-4, inclusive, on the SBL No. 68-14-3-3 as depicted in Schedule “A”; and

WHEREAS, the County has requested a license from the Village to change the electrical service for the County Parcel from Con Edison Pole W3, as follows:

- remove the Existing County Facilities,

- remove the Con Edison Pole W6 and the Con Edison wire running between Pole W3 to Pole W6, and any appurtenances thereto (the “Existing Con Edison Facilities”) subject to receiving Con Edison approval; and
- install a new fifty-foot County-owned utility pole on the SBL No. 68.14-3-3 (the “County Pole”), install a new County-owned electrical utility line (“County Utility Line”) from the County Parcel over the Village Parcel to the New County Pole and then to Customer Pole 4, connect the County Utility Line to the A Phase Wire at Customer Pole 4, and share the A Phase Wire and Customer Pole 1-4, inclusive, as depicted on Schedule “A” for the benefit of the County Parcel; and

WHEREAS, the Village is amenable to granting the license to the County; and

WHEREAS, during the term of the license, both parties also will seek the necessary legal approvals to grant the County a permanent easement to be filed with the Westchester County Clerk on, over, through and across the Village Parcels for the installation, use and maintenance of the County Pole, County Utility Line, and the sharing of A Phase Wire and Customer Poles 1-4, inclusive.

NOW, THEREFORE, the parties agree as follows:

Section 1. **Recitals.** The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference and shall have the same force and effect as if set forth in full in the body of this License Agreement.

Section 2. **License.**

(a) Upon execution and for the term of the License Agreement, the Village hereby grants to the County, its officers, employees, agents, invitees, contractors, and subcontractors, a license to enter upon, use and occupy the Village Parcels to permanently remove the County Existing Facilities and the Con Edison Existing Facilities subject to the County receiving approval from Con Edison.

(b) Upon execution and for the term of the License Agreement, the Village hereby grants to the County, its officers, employees, agents, invitees, contractors, and subcontractors, a license to enter upon, use and occupy the licensed area (“Licensed Area”) as depicted in Schedule “A”, which is attached hereto and made a part hereof, for the purpose of installing, using, maintaining, repairing and replacing the County Pole and the County Utility Line from the County Parcel over the Croton River to the County Pole and then to Customer Pole 4 where it will tap into and connect with the A Phase Wire, as generally depicted in Schedule “A” and in accordance with the terms set forth herein and for the purpose of providing electrical service to the County Parcel

(c) The Village hereby grants to the County the right to share the A Phase Wire and Customer Poles 1-4, inclusive, as generally depicted in Schedule “A” and in accordance with the terms set forth herein.

(d) The rights granted herein shall include the placement, maintenance, repair and replacement of braces, guy wires, anchors, brackets, and any and other devices, cables, hardware, equipment, and appurtenances necessary to support and utilize the poles and wires.

(e) The County shall bear all costs and expenses in connection with the removal, installation, maintenance, repair and replacement of the Existing County Facilities, Existing Con Edison Facilities, County Pole and County Utility Line.

(f) Title to the County Existing Facilities, County Pole and County Utility Line on the Village Parcel (not the fee) shall remain in the County.

Section 3. **Access.**

(a) The Village hereby grants to the County, its officers, employees, agents, invitees, contractors and subcontractors a license for vehicular and pedestrian ingress and egress to and from the Village Parcels for the purpose of accessing the Licensed Area.

(b) The Village shall permit inspection of the all poles, wires, and electrical utilities by any federal, state or municipal officer having jurisdiction.

(c) If the Village installs a gate at the entrance of the Village Parcels so that the public cannot enter the Village Parcels, the Village shall provide the County with the key or combination to the gate so it can at any time access the Licensed Area for the purpose of exercising its rights and responsibilities as provided for herein.

(d) Absent emergency repairs or other circumstances necessitating emergency work or access, the County shall provide reasonable notice, including approximate dates and times, for any work to be done within the Licensed Area or within the access area. Under no circumstances, exempting emergency repairs or other circumstances necessitating emergency work or access, shall less than two weeks' notice be provided without the mutually consent of the Village and Commissioner of the Department of Parks Recreation and Conservation or his/her designee.

Section 4. **Maintenance and Repair.**

(a) Upon completion of the installation of the County Pole and County Utility Line and for the term of this License Agreement, the County, at its sole cost and expense, shall have a continuing obligation to maintain and repair the County Pole and County Utility Line.

(b) The County shall be responsible, at its sole cost and expense, for any and all County utility connections and, also, for the payment of all utilities consumed in connection with the County Parcel. The parties acknowledge that the electricity usage through the shared A Phase Wire will be metered by the parties at their respective buildings and billed by Con Edison to the parties based upon their metered usage.

(c) The Village shall be responsible, at its cost and expense, to maintain and repair the A Phase Wire and Customer Poles 1-4, inclusive. The County agrees to reimburse the Village 50% of the cost it incurs to maintain and repair the A Phase Wire and Customer Poles 1-4, inclusive, subject to appropriation by its County Board of Legislators pursuant to the Laws of Westchester County.

(d) The County shall have the right where necessary to trim, cut, remove or alter any trees, brush or other foliage which may interfere with the installation, maintenance and repair of the County Pole and County Utility Line, at its sole cost and expense, without having to replace same.

Section 5. **Reservation of Right.** The Village reserves the right to access and use the Licensed Area for any reason, provided that such use does not unreasonably interfere with the County's right to use the Licensed Area as contemplated under this License Agreement.

Section 6. **Permanent Easement.** The parties acknowledge that the County will obtain a metes and bounds description to identify the easement area for the County Pole, County Utility Line, A Phase Wire, Customer Poles 1-4, inclusive, and Con Edison Pole W6, as well as any appurtenant equipment, and access rights for ingress and egress over the Village Parcels, and agree to seek to obtain all necessary legal approvals to enter into the Easement Agreement in substantially the same form and substance as set forth Schedule "B," which is attached hereto and made a part hereof (the "Easement Agreement").

The parties acknowledge that the County entering into the Easement Agreement is subject to the County obtaining all necessary legal approvals, including approval of the County Board of Legislators and the County Board of Acquisition and Contract.

Section 7. **Term.** The parties agree that the term of this License Agreement shall commence upon execution and continue for a term of one (1) year unless sooner terminated as provided for herein and may be extended upon mutual agreement of the parties, subject to receiving all necessary legal approvals.

Section 8. **Completion of Construction/Installation.** The County shall work diligently to complete the removal of the Existing County Facilities and Existing Con Edison Facilities and construction and installation of the County Pole and County Utility Line within one (1) year of execution of this License Agreement.

Section 9. **Termination.** Either party shall have the right to terminate the License Agreement on ninety (90) days prior written notice to the other party. In addition and without limiting the foregoing, this License Agreement shall terminate upon the execution of the Permanent Easement as referred to in Section 6 hereof.

Section 10. **Consideration.** As consideration for the grant of this License, the County hereby agrees to pay the sum of one (\$1.00) dollar, receipt of which is hereby acknowledged, other good and valuable consideration to the Village.

Section 11. **Compliance with law.** The parties shall at all times observe and comply with, and the provisions of this Agreement are subject to, all applicable federal, state, local and County laws, rules, and regulations, and all requirements of any authority having jurisdiction over the particular work being performed and carried out hereunder. Any and all work being performed or carried out by either party or its contractors shall in all respects be performed in a workmanlike manner.

Section 12. **Insurance and Indemnification.**

(a) The County self-funds its casualty and liability exposures in accordance with Local Law 6-1986 that amended the Laws of Westchester County to add a new Chapter 295 providing for the establishment and management of a liability and casualty reserve fund. Contribution to this dedicated reserve fund is actuarially determined and funded on an annual basis. The Village accepts the letter evidencing such self-insurance, which is annexed to this Agreement as Schedule "B."

(b) The County agrees, that except for the amount, if any, of damage attributable to, caused by or resulting from the negligence of the Village, its officers, elected officials, employees and agents, the County shall indemnify, defend and hold harmless the Village, its officers, elected officials, employees, and agents from and against any and all liability, claims, demands, costs, judgments, fees and attorneys' fees or loss arising out of the negligent performance or failure to perform hereunder by the County or third parties under the direction and control of the County.

(c) The Village agrees, that except for the amount, if any, of damage attributable to, caused by or resulting from the negligence of the County, the Village shall indemnify, defend and hold harmless the County, its officers, elected officials, employees, and agents from and against any and all liability, claims, demands, costs, judgments, fees and attorneys' fees or loss arising out of the negligent performance or failure to perform hereunder by the Village or third parties under the direction and control of the Village.

Section 13. **Default.** In the event that the County materially defaults in the performance of any term, condition or covenant herein contained, the Village, at its option and in addition to any other remedy it may have to seek damages, judicial enforcement or any other lawful remedy, may terminate this License upon forty-five (45) business days' notice to the County; provided, however, that the County may defeat such notice by curing the default complained of within such notice period.

Section 14. **Notices.** Any notice required or permitted to be given to a party under this License Agreement, shall be deemed given when delivered personally, by overnight courier or upon receipt when mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

To County: Commissioner
Department of Parks Recreation and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

With copies to:
Westchester County Attorney
Department of Law
148 Martine Avenue, 6th Floor
White Plains, NY 10601

To Village: Village Manager
Village of Croton on Hudson
1 Van Wyck Street
Croton-on-Hudson, N.Y. 10520

Either party may, from time to time, change its address by written notice to the other party at its then current address.

Section 15. **Non-Waiver provision.** The failure of either party to this License Agreement to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

The invalidity of any provisions, articles, paragraphs, portions, or clauses of this License Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement.

Section 16. **Consequential Damages.** Notwithstanding anything herein to the contrary, neither the County nor the Village shall be liable for any consequential, incidental or indirect damages (including, but not limited to, lost profits, lost revenues or loss of business opportunity, whether or not such party was aware or should have been aware of possibility of those damages) or punitive, special, exemplary or other damages that are not direct damages.

Section 17. **No Lease.** This License Agreement is not a lease and does not grant to the County rights of a tenant. Under no circumstances shall this License Agreement be construed as granting the County any rights, title or interest of any kind or character in, on, or about the Village Parcel, other than as expressly provided herein. The parties agree that no building, structure, equipment or space is leased to the County.

Section 18. **Title.** The Village covenants that the Village is the owner of the Village Parcel and has the right, title and capacity to grant the License granted herein

Section 19. **Safety/Hazards.** The County shall not be responsible for the safety or security of the Village's property, materials or equipment used in the Licensed Area. Neither party shall do or permit any practice or activity on or at the Licensed Area, which may pose a hazard to persons or property.

Section 20. **Entire Agreement.** This License Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. The Agreement shall be binding upon, and ensure to the benefit of the parties and their respective heirs, successors and assigns.

Section 21. **Governing Law.** This License shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

Section 22. **Headings.** The headings herein are for convenience only and not to be construed as part of this License Agreement or as a limitation of the scope of the particular section to which the heading refers.

Section 23. **Approval of County Attorney.** This License shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

By: _____
Title: Village Manager

THE COUNTY OF WESTCHESTER

By: _____
Title: Commissioner, Department of Parks Recreation
and Conservation

Approved by the Westchester County Board of Acquisition and Contract on the ____ day of _____, 2025.

Approved:

Associate County Attorney
County of Westchester

Noe/PARKS/Croton Utility License Agreement

UNIFORM ACKNOWLEDGMENT
(County)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

UNIFORM ACKNOWLEDGMENT
(Village)

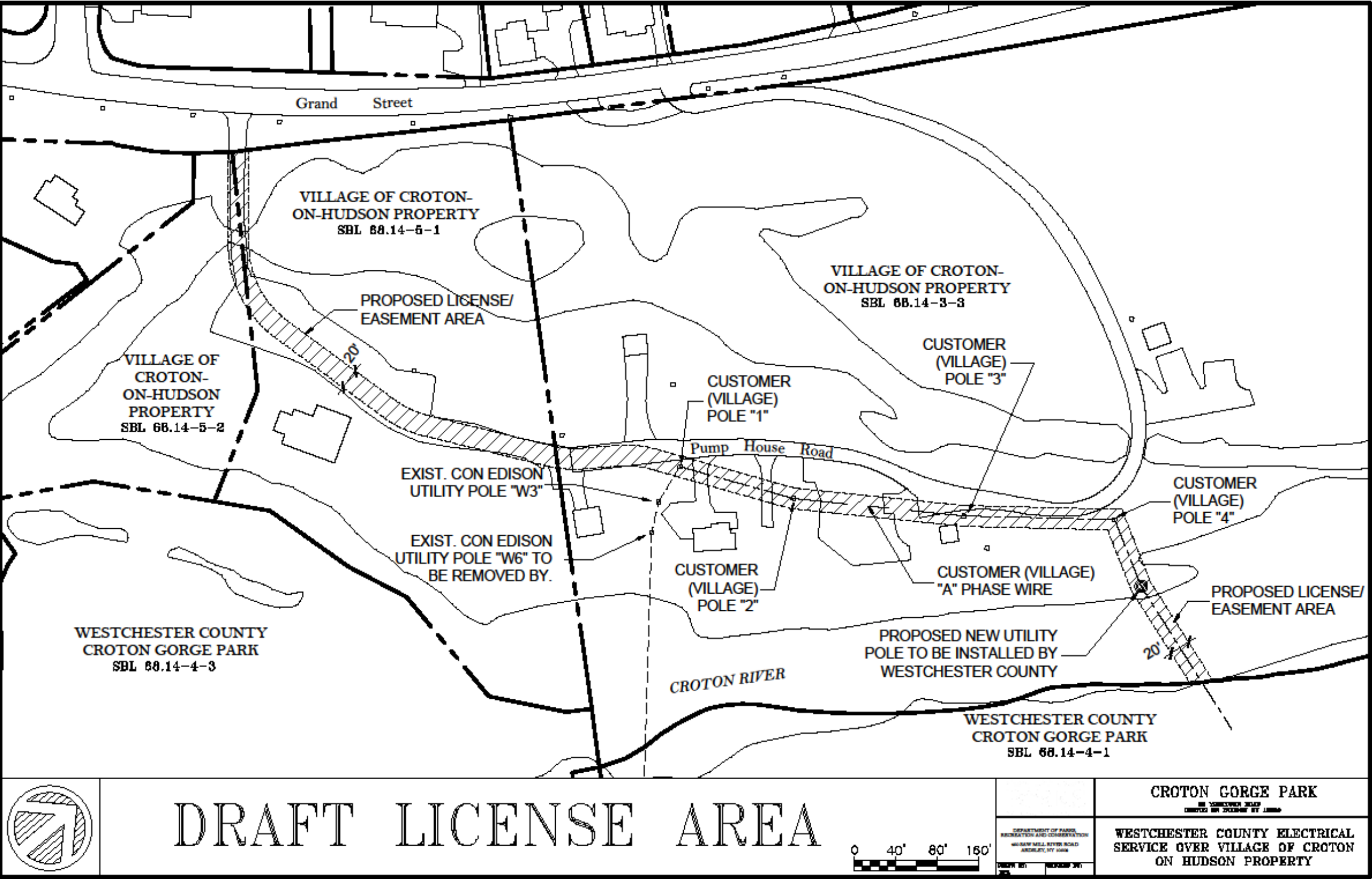
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

SCHEDULE "A"
MAP OF LICENSED AREA



DRAFT LICENSE AREA

CROTON GORGE PARK
IN YORKSHIRE ROAD
 LIMITED BY DECREE BY JAMES

**WESTCHESTER COUNTY ELECTRICAL
 SERVICE OVER VILLAGE OF CROTON
 ON HUDSON PROPERTY**

SCHEDULE “B” TO THE LICENSE AGREEMENT

UTILITY AND ACCESS EASEMENT AGREEMENT

This **EASEMENT AGREEMENT** (the “Easement”) made this ____ day of _____, 20__, by and between,

THE VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York, having its office at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 (hereinafter the “Grantor” or “Village”),

and

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office at 148 Martine Avenue, White Plains, New York 10601 (hereinafter the “Grantee” or “County”).

WITNESSETH:

WHEREAS, the Grantee is the owner in fee of certain real property located on River Lane in the Town of Cortlandt, county of Westchester, State of New York, and designated as Section, Block and Lot (“SBL”) No. 68.14-4-1 on the Tax Maps for the Town of Cortlandt (the “Grantee Parcel”), as depicted on Schedule “A”; and

WHEREAS, the Grantor owns three (3) parcels located off Route 129 (Grande Street) in the Village of Croton-on-Hudson, county of Westchester, State of New York and designated as SBL Nos. 68.14-3-3, 68.14-5-1, and 68.14-5-2 on the Tax Maps for the Village of Croton-on-Hudson (collectively, the “Grantor Parcels”), as depicted on Schedule “A”; and

WHEREAS, the Grantee Parcel is across the Croton River from and adjacent to the Grantor Parcels; and

WHEREAS, the Consolidated Edison (“Con Edison”) owns the utility pole W3 (“Pole W3”) on the SBL No. 68-14-3-3, as depicted on Schedule “A”; and

WHEREAS, the Grantor owns four utility poles identified as “Customer Pole 1”, “Customer Pole 2”, “Customer Pole 3” and “Customer Pole 4”, and the wire identified as “Customer A Phase Wire”, which is supported by the Customer Poles 1-4, inclusive, on the SBL No. 68-14-3-3 as depicted in Schedule “A”; and

WHEREAS, the Grantee seeks to obtain a permanent easement on, over, through and across the Grantor Parcels to install a new fifty-foot County-owned utility pole on SBL No. 68.14-3-3 (the “Grantee Pole”), install a new County-owned electrical utility line (“Grantee Utility Line”) from the Grantee Parcel over the Grantor Parcel and then to Customer Pole 4, connect the County Utility Line to Customer A Phase Wire at Customer Pole 4, and share the A Phase Wire and Customer Pole 1-4, inclusive, as depicted on the map and the metes and bounds description set forth in Schedule “A” (“Easement Area”) for the benefit of the Grantee Parcel; and

WHEREAS, the Grantee also seeks an access easement for ingress and egress over the Grantor Parcels in order to access the Easement Area to exercises its rights and responsibility under the Easement.

NOW, THEREFORE, the parties agree as follows:

Section 1. **Recitals.** The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference and shall have the same force and effect as it set forth in full in the body of this Easement.

Section 2. **Grant.**

(a) The Grantor, in consideration of the sum of One (\$1.00) dollar lawful money of the United States, paid by the Grantee, does hereby grant and release unto the Grantee, its officers, employees, invitees, agents, contractors and subcontractors forever, a twenty foot (20') perpetual easement on, over, through and across the Easement Area depicted on the map and metes and bounds description in Schedule "A", which is attached hereto and made a part hereof, for the purpose of installing, using, maintaining, repairing, and replacing, at its sole cost and expense, the Grantee Pole, the Grantee Utility Line from the Grantee Parcel over the Grantor Parcel to Customer Pole 4 where it will tap into and connect to the A Phase Wire, as depicted in the Schedule "A" and for the purpose of providing electrical service to the Grantee Parcel.

(b) The Grantor hereby grants to the Grantee the right to share the A Phase Wire and Customer Poles 1-4, inclusive, as depicted in Schedule "A" and in accordance with the terms set forth herein

(c) The easement rights granted herein shall include the placement, maintenance, repair and replacement of braces, guy wires, anchors, brackets, and any and other devices, cables, hardware, equipment, and appurtenances necessary to support and utilize the poles and wires.

(d) The Grantee shall bear all costs and expenses in connection with the removal, installation, maintenance, repair and replacement of the Grantee Pole and Grantee Utility Line.

(e) Title to the County Pole and County Utility Line on the Village Parcel (not the fee) shall remain in the County.

Section 3. **Access.**

(a) The Grantor hereby grants to the Grantee, its officers, employees, agents, invitees, contractors, and subcontractors an access easement for vehicular and pedestrian ingress and egress over the Grantor Parcels for the purpose of accessing the Easement Area.

(b) The Grantor shall permit inspection of all poles, wires, and electrical utilities by any federal, state or municipal officer having jurisdiction.

(c) If the Grantor installs a gate at the entrance of the Grantor Parcels so that the public cannot enter the Grantor Parcels, the Grantor shall provide the Grantee with the key or combination to

the gate so it can at any time access the New County Pole, County utility lines, appurtenant equipment, and Grantor Pole and/or exercise its rights as provided for herein.

(d) Absent emergency repairs or other circumstances necessitating emergency work or access, the County shall provide reasonable notice, including approximate dates and times, for any work to be done within the Easement Area or within the access area. Under no circumstances, exempting emergency repairs or other circumstances necessitating emergency work or access, shall less than two weeks' notice be provided without the mutual consent of the Village and Commissioner of the Department of Parks Recreation and Conservation or his/her designee.

Section 4. **Maintenance and Repair.**

(a) The Grantee, at its cost and expense, shall have a continuing obligation to maintain and repair the Grantee Pole and Grantee Utility Line.

(b) The Grantee shall be responsible, at its sole cost and expense, for any and all Grantee utility connections and for the payment of all utilities consumed in connection with the County Parcel. The parties acknowledge that use of the electricity usage through the shared A Phase Wire will be metered by the parties at their respective buildings and billed by Con Edison to the parties based upon their metered usage.

(c) The Grantor shall be responsible, at its cost and expense, maintain and repair the A Phase Wire and Customer Poles 1-4, inclusive. The Grantee agrees to reimburse the Grantor 50% of the costs it incurs to maintain and repair the A Phase Wire and Customer Poles 1-4, inclusive, subject to appropriation by its County Board of Legislators pursuant to the Laws of Westchester County.

(d) The Grantee shall have the right where necessary to trim, cut, remove or alter any trees, brush, or other foliage which may interfere with the installation, maintenance and repair of the Grantee Pole and Grantee Utility Lines, at its sole cost and expense, without having to replace same.

Section 5. **Compliance with law.** The Grantee and Grantor shall at all times observe and comply with, and the provisions of this Easement are subject to, all applicable federal, state, local and County laws, rules, regulations and executive orders, and all requirements of any authority having jurisdiction over the particular work being performed and carried out hereunder. Any and all work being performed or carried out by either party or its contractors shall in all respects be performed in a workmanlike manner.

Section 6. **Indemnification.**

a) The Grantee agrees, that except for the amount, if any, of damage attributable to, caused by or resulting from the negligence of the Grantor, its officers, elected officials, employees and agents, the Grantee shall indemnify, defend and hold harmless the Grantor, its officers, elected officials, employees, and agents from and against any and all liability, claims, demands, costs, judgments, fees and attorneys' fees or loss arising out of the negligent performance or failure to perform hereunder by the Grantee or third parties under the direction and control of the Grantee.

b) The Grantor agrees, that except for the amount, if any, of damage attributable to, caused by or resulting from the negligence of the County, its officers, elected officials, employees and agents, the Grantor shall indemnify, defend and hold harmless the County, its officers, elected officials, employees, and agents from and against any and all liability, claims, demands, costs, judgments, fees and attorneys' fees or loss arising out of the negligent performance or failure to perform hereunder by the Grantor or third parties under the direction and control of the Grantor.

Section 7. **Notices.** Any notice required or permitted to be given to a party under this Easement, shall be deemed given when delivered personally, by overnight courier or upon receipt when mailed by U.S. certified mail, postage prepaid, return receipt requested, addressed as follows:

To County: Commissioner
Department of Parks Recreation and Conservation
450 Saw Mill River Road
Ardsley, New York 10502

With copies to:
Westchester County Attorney
Department of Law
148 Martine Avenue, 6th Floor
White Plains, NY 10601

To Village: Village Manager
Village of Croton on Hudson
1 Van Wyck Street
Croton-on-Hudson, N.Y. 10520

Either party may, from time to time, change its address by written notice to the other party at its then current address.

Section 8. **Successors and Assigns.** This Easement shall be perpetual, run with and bind the land. The rights afforded, and the burdens imposed, by the Easement shall not be personal to the parties, but shall run with the land currently owned by the Grantor, and be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 9. **Accurate Survey.** Either party may seek to revise the legal descriptions contained in Schedule "A" based upon an accurate survey of final construction or field conditions. In such a case, any changes or corrections are subject to approval of the Grantee by its Commissioner of Parks Recreation and Conservation. Any such revision shall be duly recorded by appropriate instrument and filed by the Grantee in the Westchester County Clerk's Office.

Section 10. **Consequential Damages.** Notwithstanding anything herein to the contrary, neither the County nor the Village shall be liable for any consequential, incidental or indirect damages (including, but not limited to, lost profits, lost revenues or loss of business opportunity, whether or not such party was aware or should have been aware of possibility of those damages) or punitive, special, exemplary or other damages that are not direct damages.

Section 11. **Title.** The Grantor covenants that the Grantor is the owner of the Grantor Parcels and has the right, title and capacity to grant the Easement granted herein

Section 12. **Safety/Hazards.** The Grantee shall not be responsible for the safety or security of the Grantor's property, materials or equipment used in the Easement Area. Neither party shall do or permit any practice or activity within the Easement Area, which may pose a hazard to persons or property.

Section 13. **Recording.** The parties agree that either of them shall have the right to record the Easement and indexed or crossed referenced to the deeds for the Grantee Parcel and Grantor Parcels. At either party's request, additional copies of this Easement shall be executed in the form and manner required for recording. The parties agree to execute and deliver any real estate transfer tax forms necessary to record this Easement.

Section 14. **Entire Agreement.** This Easement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 15. **Governing Law.** This Easement shall be construed and enforced in accordance with the laws of the State of New York. The parties hereby agree that any cause of action arising out of the Easement shall be brought in the County of Westchester.

Section 16. **Headings.** The headings herein are for convenience only and not to be construed as part of this Easement or as a limitation of the scope of the particular section to which the heading refers.

Section 17. **Approval of County Attorney.** This Easement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument the day and year first above written.

THE VILLAGE OF CROTON-ON-HUDSON

By: _____
Name:
Title

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins, County Executive

Approved by the Westchester County Board of Legislators on the ____day of _____, 20____by Act No._____.

Approved by the Westchester County Board of Acquisition and Contract on the_____ day of _____, 202____.

Approved:

Associate County Attorney
County of Westchester

UNIFORM ACKNOWLEDGMENT
(County)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for the said State, personally appeared **Kenneth W. Jenkins**, personally known to me or proved to me on the basis of satisfactory evidence to be the County Executive for the **COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, 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 upon behalf of which the individual acted, executed the instrument.

Notary Public

UNIFORM ACKNOWLEDGMENT
(Village)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the municipal corporation upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Date

SCHEDULE “A” TO THE EASEMENT AGREEMENT
MAP AND METES AND BOUNDS
TO BE INSERTED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Rachel A. Noe, Esq.
Associate County Attorney
Westchester County Attorney's Office
148 Martine Avenue, 6th Floor
White Plains, New York 10601

SCHEDULE "C"
LETTER OF SELF INSURANCE



Kenneth Jenkins
County Executive

John M. Nonna
County Attorney

Office of Risk Management

Kandy Davenport
Director

July 31, 2025

THE VILLAGE OF CROTON-ON-HUDSON
1 Van Wyck Street
Croton-on-Hudson, New York 10520

Re: Disclosure Required by Section 3101 of the Civil Practice Law and Rules

To Whom It May Concern:

In accordance with Section 6-n of the New York General Municipal Law and Chapter 295 of the Laws of Westchester County, the County of Westchester self-funds certain liability exposures, including any that may arise from the incident about which you have inquired. The County does not purchase liability insurance coverage from an insurance company to insure these exposures. Accordingly, there are no insurance policies or other information to disclose pursuant to Section 3101.

Sincerely,

Paul Gionta

Paul Gionta
Senior Risk Management Analyst

DESCRIPTION OF OPERATION:
PRC

-Grant the County a license agreement to go on, over, through and across the Village Parcels for the installation, use and maintenance of the County Pole, County Utility Line, and the sharing of A Phase Wire and Customer Poles 1-4, inclusive

CC: R. Noe Esq. COW LAW

Michaelian Office Building, Room 241
148 Martine Avenue
White Plains, New York 10601

Telephone: (914)996-2740 Fax: (914) 996-2707 Website: westchestergov.com





Workers'
Compensation
Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

EXECUTIVE DIRECTOR
STEVEN M. SCOTTI

NOTICE OF COMPLIANCE
AS SELF INSURER UNDER THE NEW YORK STATE
WORKERS' COMPENSATION LAW

Name: Westchester, County of

WCB #: W878755

Tax ID #: 13-6007353

Qual Date: 1/1/1983

The above-named employer has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

Status Confirmed By
Lauren Montgomery
WC Examiner
1/6/2025