

West-Ex Associates, Inc.

A Management and Consulting Organization

119 East Hartsdale Avenue, STE1

Hartsdale, New York 10530-3201

(914) 948-5800

(914) 948-5346 (fax)

September 17, 2025

Mr. Bryan T. Healy
Village Manager
Village of Croton on Hudson
1 Van Wyck Street
Croton-On-Hudson, NY 10520

Re: Kiosk located at 171 South Riverside Avenue

Dear Mr. Healy:

We are writing to advise the Village of Croton on Hudson that the Lease for the information kiosk located in our shopping center at 171 South Riverside Avenue has been assigned to the Village of Croton on Hudson from the Croton Free Library effective September 2025.

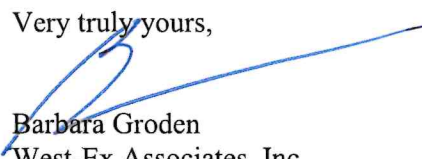
- The new lease term will run from September 1, 2025 to August 31, 2030.
- The Landlord hereby agrees to waive the \$1 per year fee.
- We request that the community groups posting be reminded that old notices must be promptly removed.
- Your annual proof of insurance, is required for the lease.
- Please ask your agent to submit a certificate of insurance to the Landlord annually in accordance with the terms of the agreement.
- At this time there are some repairs needed to update the Kiosk. We understand that you are making arrangements to do that work.

A copy of the original Lease agreement is attached to this agreement for this assignment.

Please contact our office if you have any questions

Thank you

Very truly yours,



Barbara Groden
West-Ex Associates, Inc.
As Agent for Owner
Mapleby LLC.

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Mr. Bryan T. Healy
Village Manager
Village of Croton on Hudson
1 Van Wyck Street
Croton-On-Hudson, NY 10520

Re: Lease agreement for Kiosk located at 171 South Riverside Avenue

This document shall serve as a lease between Mapleby LLC (Owner Croton Commons Shopping Center) and The Village of Croton on Hudson (Tenant) for the informational Kiosk formally leased to the Croton Free Library, located in the Croton Commons parking area.

1. The kiosk location will remain on the parking area island.
2. The lease shall be for \$1.00 per year and shall be for five (5) years. (September 2025-August 2030) The lease may be renewable by mutual consent. The Tenant shall inform the Landlord no less than 90 days in advance of the renewal date of their desire to renew the lease and the Landlord shall reply within 30 days of their agreement to renew same. **The Landlord hereby agrees to waive the \$1.00 per year fee.**
3. The Tenant shall insure the Kiosk and the landlord as per the attached insurance article. The Village will annually submit proof of insurance showing the managing agent West-Ex Associates Inc and the landlord, Mapleby LLC as certificate holders and as additional insureds.
4. Tenant shall be responsible for all maintenance (painting and physical maintenance) and shall keep the kiosk current in messages and announcements. All installation and maintenance costs shall be the responsibility of the tenant.
5. Any changes in the colors or details of the kiosk shall be submitted to the landlord for approval before any changes can be made.
6. Either party can terminate the lease upon 120 days' notice.
7. Upon termination, or at the end of the lease, the tenant shall remove the kiosk from the property and leave the area broom clean and in good condition.

Approved:

Tenant – Village of Croton on Hudson

Date: _____

Landlord – Mapleby LLC

Date: _____

INSURANCE ARTICLE

Section 1. Tenant covenants and agrees to provide on or before the Commencement Date and to keep in force during the term for the benefit of Landlord and Tenant a comprehensive general liability insurance policy protecting Landlord and Tenant against any liabilities whatsoever, occasioned by any occurrence on or about the Demised Premises or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies satisfactory to Landlord and qualified to do business in New York, shall name West-Ex Associates, Inc. as agent ^{and} for Mapleby, LLC as an additional insured and shall be in such limits as Landlord may reasonably require. As of the date of this Lease, landlord reasonably requires limits of liability thereunder of not less than the combined single limit amount of \$1,000,000.00 for bodily or personal injury (including death) and property damage. Such insurance may be carried under a blanket policy covering the Demised Premises and other locations of Tenant, if any. Prior to the time such insurance is first required to be carried by Tenant and thereafter, at least fifteen (15) days prior to the effective date or the renewal date of such policy, Tenant agrees to deliver to Landlord either a duplicate original of the aforesaid policy or a certificate evidencing its renewal along with evidence of its payment of the premiums therefore. Said certificate shall contain an endorsement that such insurance may not be cancelled except upon thirty (30) days notice to Landlord. Tenant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder entitling Landlord to exercise any or all of the remedies as provided in this Lease in the event of Tenant's default.

Section 2. Tenant shall procure and maintain at all times during which Tenant shall be required under this Lease to maintain property insurance, a clause in, or a written endorsement on, all policies applicable to such insurance pursuant to which the insurer waives subrogation (or consents to a waiver by Tenant of a right of recovery) against Landlord and Managing Agent, and Tenant agrees not to make claim against or seek to recover against (and Tenant hereby releases Landlord for any claim which it otherwise might have against) Landlord and Managing Agent in connection with any loss or damage covered by any such policies.

Section 3. Tenant acknowledges that Landlord will not carry insurance on Tenant's improvements.