



**Department of
Environmental
Conservation**

BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT

Please refer to the attached instructions for guidance on completing this application.

Submission of a full BCP application will be required should this application be determined to be a major amendment. If the amendment seeks to add or subtract more than an insignificant acreage of property to the BCA, applicants are encouraged to consult with the DEC project team prior to submitting this application.

PART I. BROWNFIELD CLEANUP AGREEMENT AMENDMENT APPLICATION

1. Check the appropriate box(es) below based on the nature of the amendment modification(s) requested:

<input type="checkbox"/>	Amendment to modify the existing BCA (check one or more boxes below):
<input type="checkbox"/>	Add applicant(s)
<input type="checkbox"/>	Substitute applicant(s)
<input type="checkbox"/>	Remove applicant(s)
<input type="checkbox"/>	Change in name of applicant(s)
<input checked="" type="checkbox"/>	Amendment to reflect a transfer of title to all or part of the brownfield site:
	<p>a. A copy of the recorded deed must be provided. Is this attached? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>b. <input checked="" type="checkbox"/> Change in ownership <input checked="" type="checkbox"/> Additional owner (such as a beneficial owner)</p> <p>c. Pursuant to 6 NYCRR Part 375-1.11(d), a Change of Use form should have been submitted prior to a transfer of ownership. If this has not yet been submitted, include the form with this application. Is this form attached? <input checked="" type="radio"/> Yes <input type="radio"/> No Submitted on: <u>N/A</u></p>
<input type="checkbox"/>	Amendment to modify description of the property(ies) listed in the existing BCA
<input checked="" type="checkbox"/>	Amendment to expand or reduce property boundaries of the property(ies) listed in the existing BCA
<input type="checkbox"/>	Sites in Bronx, Kings, New York, Queens or Richmond Counties ONLY: amendment to request determination that the site is eligible for tangible property credit component of the brownfield redevelopment tax credit.
<input type="checkbox"/>	Other (explain in detail below)

2. REQUIRED: Please provide a brief narrative describing the specific requests included in this amendment:
A portion of the BCP Site is being removed from the BCP Site Boundary. A 0.0114 acre portion of 255 Woodworth Avenue (2-2115-34) is being removed from the BCP Site because it is inaccessible due to the placement of a vinyl fence in that area and a 0.0030 acre portion of the same lot is being removed from the BCP Site due to the placement of a tree in that area. The total acreage of the BCP Site is being reduced from 1.1589 acres to 1.1445 acres. Please see Exhibit A - Survey of Area Being Removed, Exhibit B - Survey of Revised BCP Site, and Exhibit C - Revised Tax Map. Warburton Avenue Housing Development Fund Company, Inc. ("HDFC") is now the nominal fee title owner of the entire BCP Site and Volunteer, Warburton Avenue Apartments, LLC is the Beneficial Owner. Please see the next page.

Continued Narrative:

On 05/22/2024, City of Yonkers, the previous nominal fee title owner of Block 2116, Lots 16, 17, 21, 22, 24, 26, 27, and Block 2115, Lots 34, 35, 36, 37, 38, transferred title for all the above-mentioned Lots to the City of Yonkers Industrial Development Agency via deed recorded with the Westchester County Clerk's Office on 07/09/2024, as Control No.: 640603001. The same day, the City of Yonkers Industrial Development Agency transferred title to HDFC via deed recorded with the Westchester County Clerk's Office on 07/09/2024, as Control No.: 640603004. Attached as Exhibit D-1.

Also, on 05/22/2024, 13 Stewart Place LLC transferred title for Block 2116, Lot 32 to the County of Westchester via deed recorded with the Westchester County Clerk's Office on 07/09/2024, as Control No.: 641023324 and the Center for Urban Rehabilitation & Empowerment Inc. transferred title for Block 2116, Lot 18 and 28 to the County of Westchester via deed recorded with the Westchester County Clerk's Office on 07/09/2024, as Control No.: 641023348. The County of Westchester then transferred title to Block 2116, Lots 18, 28 and 32 to HDFC via deed recorded with the Westchester County Clerk's Office on 07/09/2024, as Control No.: 641023363. Attached as Exhibit D-2.

Volunteer, Warburton Avenue Apartments, LLC, became the beneficial owner of the entire BCP Site via Declaration of Interest and Nominee Agreement dated 05/22/2024 and recorded with the Westchester County Clerk's Office on 07/09/2024, as Control No.: 641493599. Attached as Exhibit E.

This transfer does not affect the remedial efforts at the BCP Site because Warburton Avenue Apartments, LLC is already a remedial party for the BCP Site subject to the Brownfield Cleanup Agreement ("BCA"). HDFC is not being added to the BCA. Please see Exhibit F – Site Access Agreement and Exhibit G – Written Consent.

SECTION I: CURRENT AGREEMENT INFORMATION*This section must be completed in full. Attach additional pages as necessary.*

BCP SITE NAME: Warburton Dry Cleaners Site	BCP SITE NUMBER: C360227
NAME OF CURRENT APPLICANT(S): Warburton Avenue Apartments, LLC	
INDEX NUMBER OF AGREEMENT: C360227-10-22	DATE OF ORIGINAL AGREEMENT: 11/4/2022
REQUESTOR'S SIGNATORY: Lisa M. Kaseman	

SECTION II: NEW REQUESTOR INFORMATION*Complete this section only if adding new requestor(s) or the name of an existing requestor has changed.*

NAME:			
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR CONTACT:			
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S CONSULTANT:		CONTACT:	
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
REQUESTOR'S ATTORNEY:		CONTACT:	
ADDRESS:			
CITY/TOWN:			ZIP CODE:
PHONE:	EMAIL:		
		Y	N
1. Is the requestor authorized to conduct business in New York State?		<input type="radio"/>	<input type="radio"/>
2. If the requestor is a corporation, LLC, LLP, or other entity requiring authorization from the NYS Department of State (NYSDOS) to conduct business in NYS, the requestor's name must appear exactly as given above in the NYSDOS Corporation & Business Entity Database. A print-out of entity information from the NYSDOS database must be submitted with this application. Is this print-out attached?		<input type="radio"/>	<input type="radio"/>
3. Requestor must submit proof that the party signing this application and amendment has the authority to bind the requestor. This would be documentation showing the authority to bind the requestor in the form of corporate organizational papers, a Corporate Resolution or an Operating Agreement or Resolution for an LLC. Is this proof attached?		<input type="radio"/>	<input type="radio"/>
4. If the requestor is an LLC, the names of the members/owners must be provided. Is this information attached?	N/A <input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Describe the new requestor's relationship to all existing applicants:			

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input checked="" type="checkbox"/> Non-Applicant
OWNER'S NAME: Warburton Avenue Housing Development Fund Company, Inc. (Title)			CONTACT: Lisa M. Kaseman	
ADDRESS: 1000 University Avenue, Suite 500				
CITY/TOWN: Rochester, New York			ZIP CODE: 14607	
PHONE: (585) 324-0559		EMAIL: lkaseman@coniferllc.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION III: CURRENT PROPERTY OWNER/OPERATOR INFORMATION*Complete this section only if a transfer of ownership has taken place. Attach additional pages if necessary.*

Owner listed below is:		<input checked="" type="checkbox"/> Existing Applicant	<input type="checkbox"/> New Applicant	<input type="checkbox"/> Non-Applicant
OWNER'S NAME: Warburton Avenue Apartments, LLC (Beneficial)			CONTACT: Roger Pine	
ADDRESS: 1000 University Avenue, Suite 500				
CITY/TOWN: Rochester, New York			ZIP CODE: 14607	
PHONE: (631) 997-0014		EMAIL: rpine@coniferllc.com		
OPERATOR:			CONTACT:	
ADDRESS:				
CITY/TOWN:			ZIP CODE:	
PHONE:		EMAIL:		

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION*Complete this section only if adding new requestor(s). Attach additional pages if necessary.*

If answering "yes" to any of the following questions, please provide additional information as an attachment. Please refer to ECL § 27-1407 for details.

	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor presently subject to an existing order for the investigation, removal or remediation relating to contamination at the site?	<input type="radio"/>	<input type="radio"/>
3. Is the requestor subject to an outstanding claim by the Spill Fund for the site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.	<input type="radio"/>	<input type="radio"/>
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the subject law; (ii) any order or determination; (iii) any regulation implementing ECL Article 27 Title 14; or (iv) any similar statute or regulation of the state or federal government? If so, provide additional information as an attachment.	<input type="radio"/>	<input type="radio"/>
5. Has the requestor previously been denied entry to the BCP? If so, include information relative to the application, such as site name, address, DEC site number, reason for denial, and any other relevant information.	<input type="radio"/>	<input type="radio"/>
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting or contaminants?	<input type="radio"/>	<input type="radio"/>
7. Has the requestor been convicted of a criminal offense (i) involving the handling, storing, treating, disposing or transporting of contaminants; or (ii) that involves a violent felony, fraud, bribery, perjury, theft, or offense against public administration (as that term is used in Article 195 of the Penal Law) under federal law or the laws of any state?	<input type="radio"/>	<input type="radio"/>
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of the Department, or submitted a false statement or made use of or made a false statement in connection with any document or application submitted to the Department?	<input type="radio"/>	<input type="radio"/>

SECTION IV: NEW REQUESTOR ELIGIBILITY INFORMATION (continued)		Y	N
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. Are there any unregistered bulk storage tanks on-site which require registration?	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. THE NEW REQUESTOR MUST CERTIFY THAT IT IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL § 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:			
<input type="radio"/> PARTICIPANT A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.	<input type="radio"/> VOLUNTEER A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of a hazardous waste or discharge of petroleum. NOTE: By checking this box, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that they have exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste. If a requestor's liability arises solely as a result of ownership, operation of or involvement with the site, they must submit a statement describing why they should be considered a volunteer – be specific as to the appropriate care taken.		
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?	N/A <input type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>
14. Requestor's relationship to the property (check all that apply): <input type="checkbox"/> Prior Owner <input type="checkbox"/> Current Owner <input type="checkbox"/> Potential/Future Purchaser <input type="checkbox"/> Other: _____			
15. If the requestor is not the current site owner, proof of site access sufficient to complete the remediation must be submitted. Proof must show that the requestor will have access to the property before being added to the BCA and throughout the BCP project, including the ability to place an easement on the site. Is this proof attached?	N/A <input type="radio"/>	Y <input type="radio"/>	N <input type="radio"/>

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES

Complete this section only if property is being added to or removed from the site, a lot merger or other change to site SBL(s) has occurred, or if modifying the site address for any reason.

1. Property information on current agreement (as modified by any previous amendments, if applicable):

ADDRESS: p/o 305 Warburton Ave, p/o 248 Woodworth Ave, 309-321 Warburton Ave, 247-262A Woodworth Ave and 32 Point Street

CITY/TOWN: Yonkers, New York

ZIP CODE: 10701

CURRENT PROPERTY INFORMATION

TOTAL ACREAGE OF CURRENT SITE: 1.1589

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

PLEASE SEE NEXT PAGE

2. Requested change (check appropriate boxes below):

☐

a. Addition of property (may require additional citizen participation depending on the nature of the expansion – see instructions)

PARCELS ADDED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

TOTAL ACREAGE TO BE ADDED: _____

☒

b. Reduction of property

PARCELS REMOVED:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

Portion of 255 Woodworth Avenue

2

2115

p/o 34

0.0144

TOTAL ACREAGE TO BE REMOVED: 0.0144

☐

c. Change to SBL (e.g., lot merge, subdivision, address change)

NEW PROPERTY INFORMATION:

PARCEL ADDRESS

SECTION

BLOCK

LOT

ACREAGE

3. TOTAL REVISED SITE ACREAGE: 1.1445

4. For all changes requested in this section, documentation must be provided. Required attachments are listed in the application instructions. Is the required documentation attached?

Y

N

☒
☐

Property Information – According to BCA Amendment Application Executed 7/25/2024

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
Portion of 305 Warburton Avenue	2	2116	p/o 32	0.1445
309 Warburton Avenue	2	2116	28	0.1820
317 Warburton Avenue	2	2116	27	0.0687
319 Warburton Avenue	2	2116	26	0.0753
321 Warburton Avenue	2	2116	24	0.0922
32 Point Street	2	2116	22	0.0561
262-A Woodworth Avenue	2	2116	21	0.0665
254 Woodworth Avenue	2	2116	18	0.0580
250 Woodworth Avenue	2	2116	17	0.0636
Portion of 248 Woodworth Avenue	2	2116	p/o 16	0.0581
255 Woodworth Avenue	2	2115	34	0.0754
253 Woodworth Avenue	2	2115	35	0.0489
247 Woodworth Avenue	2	2115	36	0.0492
249 Woodworth Avenue	2	2115	37	0.0570
247 Woodworth Avenue	2	2115	38	0.0633

Site Acreage: 1.1589 Acres

New/Updated Property Information

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
Portion of 305 Warburton Avenue	2	2116	p/o 32	0.1445
309 Warburton Avenue	2	2116	28	0.1820
317 Warburton Avenue	2	2116	27	0.0687
319 Warburton Avenue	2	2116	26	0.0753
321 Warburton Avenue	2	2116	24	0.0922
32 Point Street	2	2116	22	0.0561
262-A Woodworth Avenue	2	2116	21	0.0665
254 Woodworth Avenue	2	2116	18	0.0580
250 Woodworth Avenue	2	2116	17	0.0636
Portion of 248 Woodworth Avenue	2	2116	p/o 16	0.0581
Portion of 255 Woodworth Avenue	2	2115	p/o 34	0.0610
253 Woodworth Avenue	2	2115	35	0.0489
247 Woodworth Avenue	2	2115	36	0.0492
249 Woodworth Avenue	2	2115	37	0.0570
247 Woodworth Avenue	2	2115	38	0.0633

Revised Site Acreage: 1.1445 Acrea

SECTION V: PROPERTY DESCRIPTION AND REQUESTED CHANGES (continued)

Complete this section for any addition of property. Use additional copies of this section as necessary.

5. Property information for parcels being added to the BCA

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

PARCEL ADDRESS	SECTION	BLOCK	LOT	ACREAGE
CURRENT OWNER:	CONTACT NAME:			
ADDRESS:				
CITY:		STATE:	ZIP:	
PHONE:	EMAIL:			
OWNERSHIP START DATE:				
CURRENT OPERATOR:	CONTACT NAME:			
PHONE:	EMAIL:			
REQUESTOR RELATIONSHIP TO NEW PROPERTY (select from below)				
<input type="radio"/> PREVIOUS OWNER	<input type="radio"/> CURRENT OWNER	<input type="radio"/> POTENTIAL/FUTURE PURCHASER	<input type="radio"/> OTHER: _____	

If the applicant is not the current owner of the property, documentation demonstrating site access (which includes the ability to place an environmental easement on the site) must be provided. If the applicant currently owns the property being added to the site, a copy of the deed must be included.

IS PROOF OF ACCESS / OWNERSHIP ATTACHED? ☐ YES ☐ NO ☐ N/A

6. Data supporting the addition of property to the site must be included. Please refer to the instructions for a list of required tables and figures.

ARE THE REQUIRED FIGURES AND TABLES ATTACHED? ☐ YES ☐ NO

**APPLICATION TO AMEND BROWNFIELD CLEANUP AGREEMENT AND AMENDMENT SUPPLEMENT
QUESTIONS FOR SITE SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Complete this section only if the site is located within the five counties comprising New York City and the requestor is seeking a determination of eligibility for tangible property credits. Provide supporting documentation as required. Refer to the application instructions for additional information.

	Y	N
1. Is the site located in Bronx, Kings, New York, Queens or Richmond County?	<input type="radio"/>	<input type="radio"/>
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?	<input type="radio"/>	<input type="radio"/>
3. Is at least 50% of the site area located within an environmental zone pursuant to Tax Law 21(6)? Please see DEC's website for more information.	<input type="radio"/>	<input type="radio"/>
4. Is the property upside down as defined below? From ECL 27-1405(31): "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.	<input type="radio"/>	<input type="radio"/>
5. <u>For new tax parcels being added to the BCA through this amendment ONLY:</u> Are the parcels being added underutilized as defined below? From 6 NYCRR 375-3.2(I) as of August 12, 2016 (Please note: Eligibility determination for the underutilized category for the new tax parcels can only be made at the time of amendment application): 375-3.2: (I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and (1) the proposed use is at least 75 percent for industrial uses; or (2) at which: (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses; (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and (iii) one or more of the following conditions exists, as certified by the applicant: (a) property tax payments have been in arrears for at least five years immediately prior to the application; (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or (c) there are no structures. "Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.	<input type="radio"/>	<input type="radio"/>

	Y	N
<p>6. Is the project and affordable housing project as defined below?</p> <p>From 6 NYCRR 375-3.2(a) as of August 12, 2016:</p> <p>(a) "Affordable housing project" means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.</p> <p>(1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants' household's annual gross income.</p> <p>(2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency's affordable housing program, or a local government's regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.</p> <p>(3) "Area median income" means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States Department of Housing and Urban Development, or its successor, for a family of four, as adjusted for family size.</p>	<input type="radio"/>	<input type="radio"/>
<p>7. Is the project a planned renewable energy facility site as defined below?</p> <p>From ECL 27-1405(33) as of April 9, 2022:</p> <p>"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.</p> <p>From Public Service Law Article 4 Section 66-p as of April 23, 2021:</p> <p>(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.</p>	<input type="radio"/>	<input type="radio"/>
<p>8. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?</p> <p>From ECL 75-0111 as of April 9, 2022:</p> <p>(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.</p>	<input type="radio"/>	<input type="radio"/>

PART II. BROWNFIELD CLEANUP PROGRAM AMENDMENT**EXISTING AGREEMENT INFORMATION**

BCP SITE NAME: Warburton Dry Cleaners Site

BCP SITE NUMBER: C360227

NAME OF CURRENT APPLICANT(S): Warburton Avenue Apartments, LLC

INDEX NUMBER OF AGREEMENT: C360227-10-22

DATE OF ORIGINAL AGREEMENT: 11/4/2022

Declaration of Amendment:

By the requestor(s) and/or applicant(s) signature(s) below, and subsequent signature by the Department, the above application to amend the Brownfield Cleanup Agreement described above is hereby approved. This Amendment is made in accordance with and subject to all of the BCA and all applicable guidance, regulations and state laws applicable thereto. All other substantive and procedural terms of the Agreement will remain unchanged and in full force and effect regarding the parties to the Agreement.

Nothing contained herein constitutes a waiver by the Department or the State of New York of any rights held in accordance with the Agreement or any applicable state and/or federal law or a release for any party from obligations held under the Agreement or those same laws.

STATEMENT OF CERTIFICATION AND SIGNATURES: NEW REQUESTOR

Complete the appropriate section (individual or entity) below only if this Amendment adds a new requestor. Attach additional pages as needed.

(Individual)

I hereby affirm that the information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am _____ (title) of _____ (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

_____ signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

STATEMENT OF CERTIFICATION AND SIGNATURES: EXISTING APPLICANT(S)

An authorized representative of each applicant must complete and sign the appropriate section (individual or entity) below. Attach additional pages as needed.

(Individual)

I hereby affirm that I am a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. My signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: _____ Signature: _____

Print Name: _____

(Entity)

I hereby affirm that I am Authorized Signatory (title) of Warburton Avenue Apartments, LLC (entity) which is a party to the Brownfield Cleanup Agreement and/or Application referenced in Section I above and that I am aware of this Application for an Amendment to that Agreement and/or Application. Lisa M. Kaseman's signature below constitutes the requisite approval for the amendment to the BCA Application, which will be effective upon signature by the Department.

Date: 5/30/2025 Signature: Lisa M. KasemanPrint Name: Lisa M. Kaseman**PLEASE SEE THE FOLLOWING PAGE FOR SUBMITTAL INSTRUCTIONS****REMAINDER OF THIS AMENDMENT WILL BE COMPLETED SOLELY BY THE DEPARTMENT**

Status of Agreement:

PARTICIPANT

A requestor who either (1) was the owner of the site at the time of the disposal of contamination or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of contamination.

X**VOLUNTEER**

A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the contamination.

Effective Date of the Original Agreement: _____

Signature by the Department:

DATED: 7/2/2025

NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION

By:

Janet E. Brown

Janet E. Brown, Assistant Director
Division of Environmental Remediation

SUBMITTAL REQUIREMENTS:

- The Department accepts both hard copy and electronic submittal of the *Application to Amend Brownfield Cleanup Agreement and Amendment* form.
- Hard copy submissions must also include an electronic version of the complete application form and attachments, in final, non-fillable Portable Document Format (PDF), on an external storage device (such as a thumb drive or CD). Applications must be sent to:
 - Chief, Site Control Section
 - New York State Department of Environmental Conservation
 - Division of Environmental Remediation
 - 625 Broadway, 12th Floor
 - Albany, NY 12233-7020
- NOTE: Electronic applications submitted in fillable format will be rejected.

EXHIBIT A

Legend		
	Utility Pole	Gas Line
	Catchbasin	Water Line
	Hydrant	Sewer Line
	Sewer Manhole	Drain Line
	Drain Manhole	Revised BCP Site
	Manhole	Building Line
	Gas Valve	Former BCP Site Boundary
	Water Valve	P.O.B.
	Drain Inlet	Removed from BCP Site
	Light Pole	
	Handicap Parking Space	

NOTES

1) The premises source of title as recorded in the Westchester County Clerk's Office (Division of Land Records) are as follows:

a) Control No. 592903585, dated Oct. 25, 2019 and recorded on Nov. 1, 2019 (Parcel 1).

b) Liber 10033 Page 332 dated May 13, 1991 and recorded May 20, 1991 and Control No. 442170050 dated June 18, 2004 and recorded Oct. 6, 2004 (Parcels 2,3,5,6,8-12) and (Parcel 8-12).

c) Control No. 621473474 dated May 13, 2022 and recorded June 14, 2022 (Parcel 4)

d) Liber 7742 Page 361 dated Dec. 4, 1981 and recorded Dec. 17, 1981 (Parcel 7)

e) Control No. 403110097 dated Jan. 3, 2000 and recorded Dec. 1, 2000 (Parcels 13 & 14).

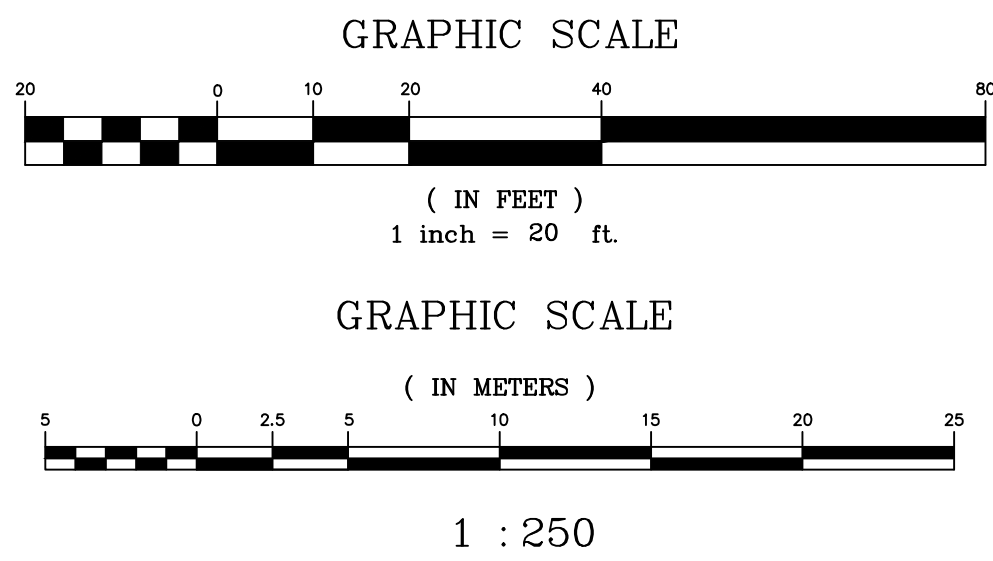
f) Control No. 621303299 dated June 16, 2022 and recorded July 11, 2022 (Parcel 15)

(The property described in the deed is the same property as shown on the survey).

2) There is three existing buildings shown on the surveyed property.

3) The area within the Revised BCP Site is shown with hatching.

4) This survey has been revised with the benefit of Title Report Commitment No. B1A81157-E.



Survey of Property
305-321 Warburton Avenue
32 Point St. & 247-262A Woodward Avenue
Warburton Dry Cleaners
BCP Site No. C360227
Tax ID: 2-2115-34-38
Tax ID: 2-2116-16-18, 21, 22
& Tax ID: 2-2116-24-28 & 32
Yonkers, New York
Acreage: 1.1445
Westchester County, N.Y.
Scale 1"=20' Mar. 21, 2024
Description of Block 2115 added April 8, 2024 and revised April 10, 2024.
Description of Block 2115 (Upper Parcel) revised Jan. 16, 2025
Additional areas added per comments Jan. 22, 2025.
Strip to be removed from BCP Site and description added per comments April 18, 2025.
Additional strip to be removed from BCP site and Mar 18, 2025.

File #

LDD 56113\dwg\58164-Brownfield-Before.dwg

LEGAL DESCRIPTION OF AREA REMOVED FROM BCP SITE - UPPER PARCEL

ALL that certain plot, piece or parcel of land, situate, lying and located in the City of Yonkers, County of Westchester, State of New York, County of Westchester, State of New York, bounded and described as follows:

Beginning at a point formed by the southerly side of property now or formerly Adelaida Ortiz, property now or formerly City of Yonkers and the northwesterly side of Woodward Avenue, said point being distant 149.24 feet from the intersection of the southwesterly side of Point Street and the northwesterly side of Woodward Avenue to the POINT OF BEGINNING;

thence from said point of beginning along Woodward Avenue, South 09 degrees 50 minutes 10 seconds West, a distance of 5.00 feet;

thence over and across property now or formerly City of Yonkers, North 73 degrees 09 minutes 55 seconds West, a distance of 100.49 feet;

thence along the division line between property now or formerly City of Yonkers and property now or formerly Danna Castro, North 09 degrees 50 minutes 05 seconds East, a distance of 5.00 feet;

thence along the southerly side of property now or formerly Adelaida Ortiz, South 73 degrees 09 minutes 55 seconds East, a distance of 100.49 feet to the northwesterly side of Woodward Avenue, the point and place of BEGINNING.

Containing 499 square feet or 0.0114 acre, more or less.

April 18, 2025

58379-BCP-Removed-Strip.rtf

LEGAL DESCRIPTION OF AREA BEING REMOVED FROM BCP SITE (UPPER PARCEL)

ALL that certain plot, piece or parcel of land, situate, lying and located in the City of Yonkers, County of Westchester, State of New York bounded and described as follows:

Commencing at a point formed by the division line between property now or formerly Adelaida Ortiz on the north and property now or formerly City of Yonkers on the south and the northwesterly side of Woodward Avenue, said point distant 149.24 feet south of the corner formed by the intersection of the southerly side of Point Street and the westerly side of Woodward Avenue;

thence along said division line, North 73 degrees 09 minutes 55 seconds West, a distance of 100.49 feet to a point on the division line between the easterly side of property now or formerly Danna Castro and the westerly side of property now or formerly City of Yonkers

thence along said division line, South 9 degrees 50 minutes 05 seconds West, a distance of 18.52 feet to the point of BEGINNING;

thence from said point of beginning along the BCP Site, South 73 degrees 44 minutes 47 seconds East, a distance of 5.50 feet;

thence South 8 degrees 09 minutes 55 seconds West, a distance of 15.00 feet to property now or formerly Hang Wang;

thence along said property now or formerly Hang Wang, North 73 degrees 44 minutes 47 seconds West, a distance of 9.02 feet;

thence along property now or formerly Jennifer A. Perry, North 9 degrees 50 minutes 05 seconds East, a distance of 14.94 feet to the point and place of BEGINNING.

Containing 131 square feet or 0.0030 acres, more or less.

May 20, 2025

58455-BCP-Removal.rtf

LEGAL DESCRIPTION OF BCP SITE - UPPER PARCEL

ALL that certain plot, piece or parcel of land, situate lying and located in the City of Yonkers, County of Westchester, State of New York bounded and described as follows:

Beginning at a point formed by the northerly line of the herein described Revised BCP Site (Upper Parcel), the northwesterly side of Woodward Avenue, said point being distant 5.00 feet from the division line between property now or formerly Adelaida Ortiz on the north and property now or formerly City of Yonkers on the south and the northwesterly side of Woodward Avenue, said point distant 149.24 feet South from the corner formed by the intersection of Point Street and the westerly side of Woodward Avenue;

THENCE along the westerly side of Woodward Avenue the following two (2) courses and distances:

- South 09 degrees 50 minutes 10 seconds West, a distance of 27.44 feet; and
- South 08 degrees 09 minutes 55 seconds West, a distance of 93.34 feet to lands now or formerly of Julio Gonzalez;

THENCE along said land, North 81 degrees 50 minutes 05 seconds West, a distance of 100.49 feet to lands now or formerly Pointe and Pointe LLC;

THENCE along said lands, North 08 degrees 09 minutes 55 seconds East, a distance of 48.83 feet to lands now or formerly of Nicholas Justine Realty, Inc.

THENCE along said lands, South 81 degrees 50 minutes 05 seconds West, a distance of 10.05 feet;

thence continuing along said lands of Nicholas Justine Realty inc. and continuing along lands now or formerly Hang Wang, North 08 degrees 09 minutes 55 seconds East, 57.36 feet and North 73 degrees 44 minutes 47 seconds East, 9.02 feet to lands now or formerly of Jennifer A. Perry;

THENCE along said lands, North 09 degrees 50 minutes 05 seconds East, 28.47 feet to the northerly line of the herein described Revised BCP Site;

thence along the northerly line of the BCP site, South 73 degrees 09 minutes 55 seconds East, a distance of 100.49 feet to the northwesterly side of Woodward Avenue, the point and place of BEGINNING.

Containing 12,301 square feet or 0.2824 acres, more or less.

January 16, 2025

58164-Brownfield-Block2115.rtf

LEGAL DESCRIPTION OF BCP SITE - LOWER PARCEL

ALL that certain plot, piece or parcel of land, situate, lying and located in the City of Yonkers, County of Westchester, State of New York and bounded and described as follows:

BEGINNING at a point formed by the southerly side of Warburton Avenue, the point of BEGINNING;

thence from said point of beginning along the westerly side of Warburton Avenue, South 08 degrees 05 minutes 15 seconds West, a distance of 239.46 feet to the northerly side of property now or formerly Mary Gaines;

thence along said division line along the southerly side of revised BCP Site, North 81 degrees 30 minutes 08 seconds West, a distance of 48.82 feet to a point;

thence over and across property now or formerly 13 Stewart Place LLC the following three (3) courses and distances:

- North 8 degrees 09 minutes 52 seconds East, a distance of 3.00 feet;
- North 81 degrees 50 minutes 08 seconds West, a distance of 50.00 feet;
- North 08 degrees 09 minutes 55 seconds East, a distance of 23.98 feet;

thence continuing along the southerly side of Revised BCP Site over and across property now or formerly 13 Stewart Place LLC and property now or formerly Yonkers Industrial Development Agency, North 81 degrees 55 minutes 16 seconds West, a distance of 101.99 feet to a point on the easterly side of Woodward Avenue;

thence along the same, the following two (2) courses and distances:

- North 08 degrees 09 minutes 55 seconds East, a distance of 60.81 feet;
- North 09 degrees 50 minutes 11 seconds East, a distance of 25.22 feet to land now or formerly 308 E. 151st St. Realty Corp.;

thence along said lands, the following three (3) courses and distances:

- South 73 degrees 04 minutes 37 seconds East, a distance of 100.68 feet;
- North 08 degrees 43 minutes 41 seconds East, a distance of 102.08 feet;
- North 73 degrees 16 minutes 30 seconds West, a distance of 88.64 feet to the easterly side of Woodward Avenue;

thence along the same, South 73 degrees 09 minutes 55 seconds East, a distance of 197.45 feet to the point or place of BEGINNING;

Containing 37,682 square feet or 0.8651 acres, more or less.

March 21, 2024

57979-Rev-BECPSite.rtf

TOTAL ACREAGE OF BCP SITE: 49,832 sq. ft. or 1.1445 acres

Subsurface structures and their encroachments, if any exist, are not shown hereon.

Unauthorized alterations or additions to a survey map is a violation of section 7209, sub-division 2, of the New York State Education Law.

Only copies of the original survey marked with the land surveyor's inked or embossed seal shall be considered a true and valid copy.

Certifications indicated hereon signify that this survey was prepared in accordance with the existing code of practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors. Said certifications shall run to the person for whom the survey is prepared only, and on his behalf to the Title Company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

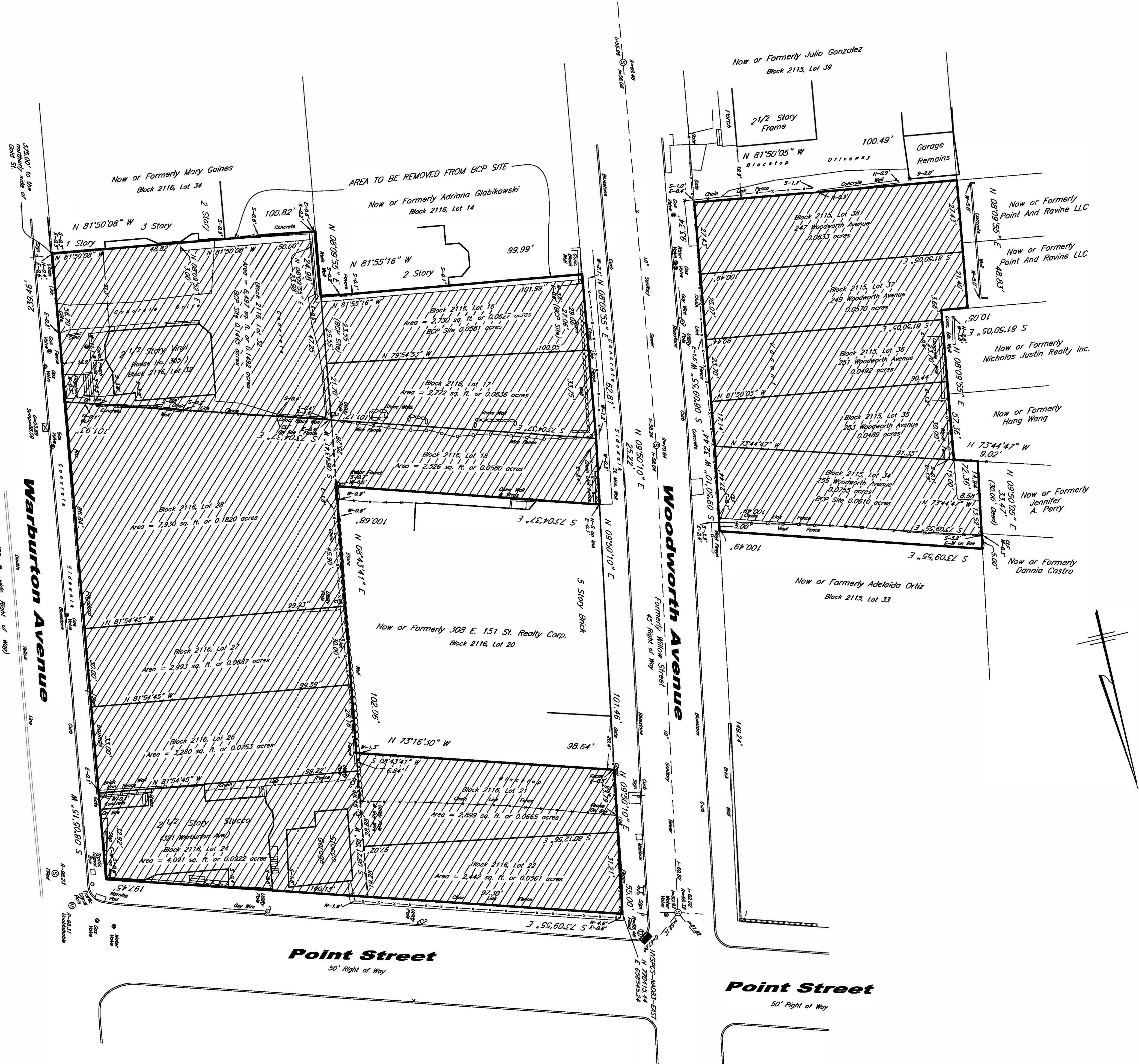
Copyright (c) 2025 Ward Carpenter Engineers, Inc. All Rights Reserved.

Ward Carpenter Engineers, Inc.
76 Monroeville Avenue
White Plains, N.Y. 10601

Job # 57579-58164-58379-58455

EXHIBIT B

Marcelle Carpenter Briggs
76 Merrimack Ave
White Plains, N.Y. 10603



10/2/2023

1) The premises source of title as recorded in the Winchester County Clerk's Office (Division of Land Records) may be as follows:

a) County No. 2000103020 dated Jan. 25, 2019 and recorded on 1/29/2019, Page 181

b) County No. 2000103020 dated Jan. 15, 1981 and recorded on 1/29/2019, Page 181

c) County No. 621423249 dated Jan. 15, 2002 and recorded Oct. 1, 2002 (Page 12 & 13)

d) County No. 621423249 dated May 14, 2002 and recorded June 14, 2002 (Page 9)

e) County No. 621423249 dated Dec. 4, 1981 and recorded Dec. 12, 1981 (Page 9)

f) County No. 621423249 dated Jan. 3, 2002 and recorded Dec. 1, 2002 (Page 12 & 13)

2) County No. 621423249 dated June 16, 2002 and recorded July 11, 2002 (Page 13)

3) There are three existing building shown on the survey's property. One with the Pioneer Bldg. Sign is shown with nothing.

4) The area within the survey is shown with the source of Title report (Crawford's 2012) as shown.

(The property described in this deed is the same property as shown on the survey).

Witness my hand and the seal of said County, this 14th day of May, 2023.

[illegible][illegible]

EXHIBIT C

EXHIBIT D

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



640603004DED005N

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC
Address 1: 222 Bloomingdale Road
Address 2:
City/State/Zip: White Plains NY 10605

Phone: 914-250-2400
Fax:
Email: aruano@benchmarkta.com
Reference for Submitter: BTA81157-E

Document Details

Control Number: **640603004**

Document Type: **Deed (DED)**

Package ID: 2024022100134001005

Document Page Count: **59**

Total Page Count: **61**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: YONKERS CITY INDUSTRIAL DVLP AGENCY
2:

- Other

2nd PARTY

1: WARBURTON AVE HOUSING DEVELOPMENT FUND CO IN
2:

- Other

Property

☒ Additional Properties on Continuation page

Street Address: 321 WARBURTON AVENUE

Tax Designation: 2-2116-24

City/Town: YONKERS

Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1:

2:

3:

4:

Supporting Documents

1: RP-5217

2: TP-584

Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$300.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$250.00
TP-584 Filing Fee:	\$5.00
RPL 291 Notice Fee:	\$0.00
Total Recording Fees Paid:	\$595.00

Transfer Taxes

Consideration:	\$1,990,000.00
Transfer Tax:	\$7,960.00
Mansion Tax:	\$0.00
Transfer Tax Number:	13359

Mortgage Taxes

Document Date:

Mortgage Amount:

Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00

Total Mortgage Tax: **\$0.00**

Dwelling Type:

Exempt: ☐

Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/09/2024 at 12:15 PM

Control Number: **640603004**

Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☒ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD

WHITE PLAINS, NY 10605

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

640603004DED005N

Westchester County Recording & Endorsement Page

Document Details

Control Number: **640603004**

Document Type: **Deed (DED)**

Package ID: 2024022100134001005

Document Page Count: 59

Total Page Count: 61

Properties Addendum

247 WOODWORTH AVENUE 10701	YONKERS	2-2115-38
249 WOODWORTH AVENUE 10701	YONKERS	2-2115-37
247 WOODWORTH AVENUE 10701	YONKERS	2-2115-36
253 WOODWORTH AVENUE 10701	YONKERS	2-2115-35
255 WOODWORTH AVENUE 10701	YONKERS	2-2115-34
248 WOODWORTH AVENUE 10701	YONKERS	2-2116-16
250 WOODWORTH AVENUE 10701	YONKERS	2-2116-17
262-A WOODWORTH AVENUE 10701	YONKERS	2-2116-21
32 POINT STREET 10701	YONKERS	2-2116-22
319 WARBURTON AVENUE 10701	YONKERS	2-2116-26
317 WARBURTON AVENUE 10701	YONKERS	2-2116-27
305 WARBURTON AVENUE 10701	YONKERS	2-2116-32
309 WARBURTON AVENUE 10701	YONKERS	2-2116-28
254 WOODWORTH AVENUE 10701	YONKERS	2-2116-18

QUITCLAIM DEED

NR
THIS INDENTURE, made the 22nd day of May 2024

Between **CITY OF YONKERS INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation with an office at 470 Nepperhan Avenue, Yonkers, New York 10701,

party of the first part, and

WARBURTON AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC., a New York not-for-profit corporation with an office at 1000 University Avenue, Suite 500, Rochester, New York 14607,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, known as 317 Warburton Avenue, 319 Warburton Avenue, 321 Warburton Avenue, 247 Woodworth Avenue, 248 Woodworth Avenue, 249 Woodworth Avenue, 250 Woodworth Avenue, 253 Woodworth Avenue, 255 Woodworth Avenue, 247 (a/k/a 251) Woodworth Avenue, 262-A Woodworth Avenue and 32 Point Street, Yonkers, New York 10701, more particularly described in Schedule A attached hereto, being the same premises acquired by the party of the first part pursuant to a certain Quitclaim Deed from the City of Yonkers (the "City") to the party of the first part, dated May 22, 2024; and

BEING THE SAME PREMISES, known as 317 Warburton Avenue, 319 Warburton Avenue, 247 Woodworth Avenue, 249 Woodworth Avenue, 250 Woodworth Avenue, 253 Woodworth Avenue, 255 Woodworth Avenue, and 247 (a/k/a 251) Woodworth Avenue, and 32 Point Street, Yonkers, New York 10701 acquired by the City of Yonkers pursuant to a certain Declaration of Reversion of Title, dated May 13, 1991, and recorded May 20, 1991, in Liber 10033 Page 332, as modified by a certain Supplemental Declaration of Reversion of Title recorded October 6, 2004 in Control No. 442170050; 321 Warburton Avenue, being the same premises acquired by the City of Yonkers pursuant to a certain Deed, dated May 13, 2022, and recorded in the office of the Westchester County Clerk on June 14, 2022, at Control Number 621473474; 262-A Woodworth Avenue, being the same premises acquired by the City of Yonkers pursuant to a certain Deed, dated June 16, 2022, and recorded in the office of the Westchester County Clerk on July 11, 2022, at Control Number 621303299; and 248 Woodworth Avenue, being the same premises acquired by the party of the first part pursuant to a certain Deed, dated December 4, 1981, and recorded in the office of the Westchester County Clerk on and recorded December 17, 1981 in Liber 7742 at Page 361; and

WHEREBY, this deed is given pursuant to Local Law No. 2-2022 adopted by the City Council of the City on April 14, 2022, and the Reverter Clause contained therein provides that

said premises shall be improved as affordable housing. In the event that said property is not improved as affordable housing within seven (7) years of the date of transfer to the party of the first part, its successors and assigns, the title hereby conveyed shall revert to the City and the Corporation Counsel may institute an action in the New York State Supreme Court for a judgment declaring a reversion of such title in the City of Yonkers ("City"), and the City agrees to give notice to: (i) TD Bank, N.A., 1701 Route 70 East, Cherry Hill, New Jersey 08034, Attention: Susan Taylor, Vice President ("Bank"), (ii) and to The Community Development Trust, LP, 1350 Broadway, Suite 700, New York, New York 10018, Attention: Christopher Blair ("CDT"), (iii) and to RSE Warburton, LLC, c/o Red Stone Equity Partners, LLC, 90 Park Avenue, 28th Floor, New York, NY 10016, Attention: General Counsel ("Investor Member"), if the City seeks to exercise such reverter. For purposes of clarification, no reversion of title can occur and the City agrees not to institute an action for reversion of title until the day that is seven (7) years from the date of the transfer from the City to the party of the first part. In addition, if an event of default by the Bank's borrower has occurred, and the Bank commences the exercise of its right and remedies under the Bank's loan documents, the Bank, its successors and assigns will provide prompt notice to the City, no later than 30 days after it commences such exercise of its rights and remedies (the "Bank Notice"); and if an event of default by CDT's borrower has occurred, and CDT commences the exercise of its rights and remedies under the CDT loan documents, CDT, its successors and assigns will provide prompt notice to the City, no later than 30 days after it commences such exercise of its rights and remedies (the "CDT Notice"). Provided the Bank and/or CDT is/are using commercially reasonable efforts to enforce its rights and remedies, and/or the Bank and/or CDT is/are working diligently to find a successor developer to improve the premises as affordable housing in the event it acquires title or some other interest in the premises, the City covenants, acknowledges and agrees that the reverter will be tolled once for a period not to exceed four (4) years, such tolling to commence upon receipt by the City of the Bank Notice and/or the CDT Notice. For the avoidance of doubt, in the event the Bank and/or CDT is/are not pursuing its/their remedies in a commercially reasonable manner and/or is not working diligently to find a successor developer to improve the premises as affordable housing, then any tolling of the right to enforce the reverter shall cease. In addition, if an event of default by the Investor Member's borrower has occurred, the Investor Member shall have the right, but not the obligation, to cure any event of default, and such cure shall be accepted as if made by the Investor Member's borrower; and

WHEREBY, this deed is subject to that certain Declaration of Restrictive Covenants of the City, dated as of May 22, 2024, and attached hereto as **Appendix A**; and

WHEREBY, this deed is subject to any and all easements, covenants, restrictions and agreements of record, affecting said premises; and

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the costs of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

CITY OF YONKERS INDUSTRIAL
DEVELOPMENT AGENCY

By: Marlyn Anderson
Name: Marlyn Anderson
Title: Secretary

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

On the 15th day of May, in the year 2024, before me, the undersigned, personally appeared **MARLYN ANDERSON**, 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 executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Joana H. Aggrey
Notary Public

JOANA H. AGGREY
Notary Public, State of New York
No. 02AG6186297
Qualified in Westchester County
Commission Expires April 28, 20 25

1

Deed

City of Yonkers Industrial
Development Agency
to
Warburton Avenue Housing
Development Fund Company, Inc.

Section 2

Block 2115 **Lots** 34, 35, 36, 37, 38

Block 2116 **Lots** 16, 17, 21, 22, 24, 26, 27

County or Town Westchester

Street Addresses

317, 319 and 321 Warburton Avenue;

247, 248, 249, 250, 253, 255, 262-A and 247 (a/k/a
251) Woodworth Avenue;

32 Point Street

Yonkers, New York 10701

Return By Mail To:

Conifer Realty, LLC,
1000 University Ave., Ste. 500
Rochester, New York 14607

Reserve This Space For Use Of Recording Office

SCHEDULE A

Parcels 2, 3, 4, 5 and 15

Block 2116 Lots 21, 22, 24, 26 and 27

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Woodworth Avenue and the southerly side of Point Street;

THENCE along the southerly side of Point Street South 73 degrees 09 minutes 55 seconds East 197.45 feet to the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 95.92 feet to the division line between lands now or formerly of the Center for Urban Rehabilitation and Empowerment, Inc. and lands now or formerly of the City of Yonkers;

THENCE along said division line North 81 degrees 54 minutes 45 seconds West 99.93 feet to land now or formerly of 308 E. 151 Street Realty corp.

THENCE along said lands North 08 degrees 43 minutes 41 seconds East 56.16 feet to the division line between lands now or formerly of 308 E. 151 Street Realty Corp., on the south and lands now or formerly of the City of Yonkers on the north;

THENCE along said division line North 73 degrees 16 minutes 30 seconds West 98.64 feet to the easterly side of Woodworth Avenue;

THENCE along the same North 09 degrees 50 minutes 10 seconds East 55 feet to the point or place of BEGINNING.

SCHEDULE A (CONTINUED)

As to Parcels 8 thru 12

Block 2115, Lots 34, 35, 36, 37 and 38

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Woodworth Avenue where the same is intersected by the division line between lands now or formerly of Adelaida Ortiz on the north and lands now or formerly of the City of Yonkers on the south; which point is distant 149.24 feet South from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Woodworth Avenue;

THENCE along the westerly side of Woodworth Avenue, the following two (2) courses and distances:

1. South 09 degrees 50 minutes 10 seconds West, 32.44 feet; and
2. South 08 degrees 09 minutes 55 seconds West, 93.34 feet to lands now or formerly of Julio Gonzalez;

THENCE along said land North 81 degrees 50 minutes 05 seconds West, 100.49 feet to lands now or formerly of Pointe and Ravine LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East, 48.83 feet to lands now or formerly of Nicholas Justine Realty, Inc.

THENCE along said lands, South 81 degrees 50 minutes 05 seconds East, 10.05 feet;

THENCE continuing along said lands of Justine Realty Inc. and continuing along lands now or formerly of Hang Wang, North 08 degrees 09 minutes 55 seconds East, 57.36 feet and North 73 degrees 44 minutes 47 seconds West, 9.02 feet to lands now or formerly of Jennifer A. Perry;

THENCE along said lands, North 09 degrees 50 minutes 05 seconds East, 33.47 feet to lands now or formerly of Adelaida Ortiz;

THENCE along the same, South 73 degrees 09 minutes 55 seconds East, 100.40 feet to the point or place of **BEGINNING**.

SCHEDULE A (CONTINUED)

Parcels 6 and 7

Block 2116, Lots 16 and 17

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Woodworth Avenue which point is distant 181.86 feet, as measured along the same, from the corner formed by the intersection of the easterly side of Woodworth Avenue and the southerly side of Point Street;

THENCE along the easterly side of Woodworth Avenue South 08 degrees 09 minutes 55 seconds West 62.81 feet to land now or formerly of Adriana Glabikowski;

THENCE along said lands South 81 degrees 55 minutes 16 seconds East 99.99 feet to lands now or formerly of 13 Stewart LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East 47.25 feet to the division line between lands now or formerly of the City of Yonkers and lands now or formerly of the Center for Urban Rehabilitation and Empowerment, Inc.;

THENCE along said division line North 73 degrees 04 minutes 37 seconds West 101.17 feet to the point or place of BEGINNING.

[END OF SCHEDULE A]

APPENDIX A

Declaration of Restrictive Covenants by City of Yonkers

[Attached]

DECLARATION OF RESTRICTIVE COVENANTS

CITY OF YONKERS

Dated: May 22, 2024

Properties Affected:

317 Warburton Avenue (Section 2, Block 2116, Lot 27)
319 Warburton Avenue (Section 2, Block 2116, Lot 26)
321 Warburton Avenue (Section 2, Block 2116, Lot 24)
262-A Woodworth Avenue (Section 2, Block 2116, Lot 21)
250 Woodworth Avenue (Section 2, Block 2116, Lot 17)
248 Woodworth Avenue (Section 2, Block 2116, Lot 16)
255 Woodworth Avenue (Section 2, Block 2115, Lot 34)
253 Woodworth Avenue (Section 2, Block 2115, Lot 35)
247 Woodworth Avenue (Section 2, Block 2115, Lot 36)
 (which may also be known as 251 Woodworth Avenue)
249 Woodworth Avenue (Section 2, Block 2115, Lot 37)
247 Woodworth Avenue (Section 2, Block 2115, Lot 38)
32 Point Street (Section 2, Block 2116, Lot 22)

City of Yonkers, County of Westchester County, State of New York

Record and Return to:

Matthew Gallagher, Esq.
Corporation Counsel, City of Yonkers
Yonkers City Hall
40 South Broadway #300
Yonkers, New York 10701

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration"), is made as of this 22nd day of May 2024, by **THE CITY OF YONKERS**, a municipal corporation of the State of New York, having an office and place of business at 40 South Broadway, Yonkers, New York 10701 (the "City").

WITNESSETH:

WHEREAS, the City is fee title owner of certain real property located in the City at 317 Warburton Avenue, 319 Warburton, 321 Warburton Avenue, 262-A Woodworth Avenue, 250 Woodworth Avenue, 248 Woodworth Avenue, 255 Woodworth Avenue, 253 Woodworth Avenue, 247 Woodworth Avenue (which may also be known as 251 Woodworth Avenue), 249 Woodworth Avenue, 247 Woodworth Avenue, and 32 Point Street being more particularly described in Schedule "A" attached (the "Property"); and

WHEREAS, the Property will be transferred to the City of Yonkers Industrial Development Agency ("YIDA") by the City, pursuant to that certain Purchase and Sale Agreement dated as of March 31, 2022, between the City and YIDA, and subsequently transferred to Warburton Avenue Housing Development Fund Company, Inc. (the "HDFC") as fee title owner on behalf of and as nominee of Warburton Avenue Apartments, LLC (the "Company" and collectively with the HDFC, the "Developer"); and

WHEREAS, the County of Westchester (the "County") has purchased three parcels of real property located at 305 Warburton Avenue (Section 2, Block 2116, Lot 32) from 13 Stewart Place, LLC, and 309 Warburton Avenue (Section 2, Block 2116, Lot 28), and 254 Woodworth Avenue (Section 2, Lot 2116, Lot 18) both from Center for Urban Rehabilitation and Empowerment, Inc., in the City of Yonkers (the "County Property") which will be subject to a similar Declaration of Restrictive Covenants imposed by the County, dated of even date herewith (the "County Declaration"), and the intention is that the two Declarations be read together; and

WHEREAS, the City will convey the Property to YIDA and YIDA will convey the Property to the HDFC, as nominee and agent for the Company, subject to this Declaration, and the County will convey the County Property subject to the County Declaration, to the HDFC, as nominee and agent for the Company, in accordance with the Declaration of Interest and Nominee Agreement in order to create of approximately 93 income restricted studio and one-bedroom affordable housing rental units for seniors aged 62 and over, plus one superintendent unit (the "Development") that will affirmatively further fair housing (the "Affordable AFFH Units") and be located on the Property and the County Property; and

WHEREAS, pursuant to (i) a certain Project Agreement, dated May 22, 2024 (the "Project Agreement"), by and between City of Yonkers Industrial Development Agency (the "Agency") and Warburton Avenue Apartments, LLC (the "Company"), (ii) a certain Lease Agreement, dated May 22, 2024 (the "Lease Agreement"), from the Company and Warburton Housing Development Fund Company, Inc. (the "HDFC"), (iii) a certain Leaseback Agreement, dated May 22, 2024 (the "Leaseback Agreement"), from the Agency to the Company and HDFC, (iv) a certain Tax Agreement (the "Tax Agreement"), dated May 22, 2024, by and between the Agency and

Company, and (v) a certain PILOT Escrow Agreement, dated May 22, 2024 (the "Escrow Agreement"), by and between the Agency and the Company (collectively the foregoing are the "Agency Agreements"), the Agency will take a leasehold interest in the in the Property and the County Property, the Improvements and the Equipment constituting the Project (as each term is defined in the Project Agreement) and provide "financial assistance" (as such term is defined in Title 1 of Article 18-A of the General Municipal Law of the State of New York) to the Company in the form of a partial real property tax abatement structured through the Tax Agreement; and

WHEREAS, the Affordable AFFH Units will be affordable to senior households aged 62 and over with incomes at or below 30% and up to 80% of the Westchester County Area Median Income ("Eligible Tenants") and will remain affordable for a period of 50 years; and

WHEREAS, the Affordable AFFH Units must be marketed in accordance with the requirements contained in the approved *Housing Development Affirmative Fair Housing Marketing Plan Requirements* (the "Plan Requirements"), which is attached hereto and forms a part hereof as Attachment No. 1 to Schedule "B" hereto.

NOW, THEREFORE, the City, for itself, its successors and assigns, declares that the Property shall be held, transferred, sold, conveyed, constructed and occupied subject to the covenants and restrictions below, which shall run with the land and bind the Property as hereinafter set forth:

1. **Property.** At the time of recording this Declaration, the City is fee title owner of 317 Warburton Avenue, 319 Warburton, 321 Warburton Avenue, 262-A Woodworth Avenue, 250 Woodworth Avenue, 248 Woodworth Avenue, 255 Woodworth Avenue, 253 Woodworth Avenue, 247 Woodworth Avenue (which may also be known as 251 Woodworth Avenue), 249 Woodworth Avenue, 247 Woodworth Avenue, and 32 Point Street, being more particularly described in Schedule "A" hereto, which are subject to this Declaration.

2. **Affordability of Development.** Until the expiration of the Period of Affordability (as defined in Schedule "B" hereto), the Affordable AFFH Units shall be used for the purpose of providing affordable housing that affirmatively furthers fair housing, all as more fully set forth in Schedule "B," which is attached hereto and forms a part hereof.

3. **Affordability Requirements.** Until the expiration of the Period of Affordability, the Affordable AFFH Units shall not be rented, re-rented or occupied, except in accordance with the Affordability Requirements (as defined in Schedule "B" hereto) to Eligible Tenants" and will be affordable to seniors with incomes at or below 30 to 80% of the Westchester County Area Median Income and will remain affordable for 50 years. The Affordable AFFH Units shall be occupied by initial Eligible Tenants and subsequent Eligible Tenants as their principal place of residence.

4. **Marketing.** Until the expiration of the Period of Affordability, the Affordable AFFH Units shall not be marketed except in accordance with the Plan Requirements. It is acknowledged and agreed that affirmative marketing of the Development requires, among other things, outreach to racially and ethnically diverse households. It is further acknowledged and agreed that the Affordable AFFH Units shall not be subject to local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing.

5. **Legal and Equitable Relief.** The injury to the County arising from material noncompliance with the terms of this Declaration, including, without limitation, compliance with the Plan Requirements and Affordability Requirements until the expiration of the Period of Affordability, would be great and the amount of consequential damage would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such non-compliance, which remains uncured for thirty (30) days after service on the Developer of written notice thereof, the County, at its option, may apply to any state or federal court for: (A) specific performance of this Declaration, including without limitation Schedule "B" hereto; (B) injunctive relief against any noncompliance; and/or (C) any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court. Notwithstanding the foregoing, in the event of noncompliance, the Developer's Investor Member shall have the right, but not the obligation to cure any noncompliance and such cure shall be accepted as if made by the Developer. Additionally, any notices of noncompliance should be sent to the Developer's Investor Member and its counsel at the following addresses:

RSE Warburton, LLC
c/o Red Stone Equity Partners, LLC
90 Park Avenue, 28th Floor
New York, NY 10016
Attn: General Counsel

with a copy to:

Nixon Peabody LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attn: Roger W. Holmes

6. **Financing.** Until the expiration of the Period of Affordability, the Developer and its respective successors and assigns, shall not enter into any financing or any other transaction which may create any mortgage, lien or other encumbrance upon the Property or the Affordable AFFH Units, whether by express agreement or by operation of law, without having first obtained the consent of the Commissioner of the Westchester County Department of Planning or duly authorized designee ("Commissioner) except for the initial financing of the Development (the "Initial Financing"), including: (A) that certain first building mortgage loan and first project mortgage loan from TD Bank N.A. to the Developer in the initial approximate aggregate principal amount of \$32,920,000, (the "Senior Construction Loan"), (B) that certain second construction and permanent mortgage loan from The Community Development Trust, LP ("CDT") to the Developer in the aggregate amount of approximately \$600,000 (the "CDT ERP Loan"), (C) that certain construction and permanent mortgage loan from City of Yonkers Industrial Development Agency to the Developer in the aggregate amount of approximately \$1,890,000 (the "IDA Loan"), (D) that certain first permanent loan from CDT in the approximate principal amount of \$8,525,000 (the "CDT Permanent Loan"), (E) that certain permanent mortgage loan from New York State Division of Housing and Community Renewal ("DHCR") to the Developer in the aggregate amount of approximately \$8,346,818 (the "DHCR Subsidy Loan") (F) that certain forth permanent

mortgage loan from City of Yonkers to the Developer in the aggregate amount of approximately \$1,100,000 (the "HOME Loan"), (G) Brownfield tax credit equity of approximately \$8,005,857, and (H) tax credit equity of approximately \$19,467,344. Any such approval shall be requested in writing to the Commissioner at least sixty (60) days prior to the closing date for such proposed financing.

Until the expiration of the Period of Affordability, the Developer, and its respective successors and assigns, shall provide the County, in a timely manner, with copies of any notice of default or non-compliance delivered in connection with the Development and/or the Initial Financing or subsequent financing.

7. Conveyance. Until the expiration of the Period of Affordability, no conveyance of any interest in the Property or any portion thereof, including, without limitation, the Affordable AFFH Units, may be made without having first having obtained the written consent of the Commissioner, with the exception of: (i) leases of the Affordable AFFH Units in the ordinary course of business, (ii) encumbrances permitted by Section 6 above, (iii) the lease and sublease between the Agency and Developer dated of even date herewith, as the same may be terminated in accordance with their terms, and/or (iv) a transfer due to foreclosure or issuance of a deed in lieu of foreclosure. Any such approval shall be requested in writing to the Commissioner at least thirty (30) days prior to such proposed transfer.

8. Deed Restriction. Until the expiration of the Period of Affordability, no deed conveying any interest in the Affordable AFFH Units or any portion thereof, shall be issued unless it contains a cross-reference to this Declaration in substantially the following form:

This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") dated May 22, 2024 and recorded in the Westchester County Clerk's Office Land Records Division on _____, 2024 under control number _____, including, without limitation, the fair housing and anti-discrimination requirements set forth therein. The Declaration runs with the land and binds the property, and is enforceable against the property's owner, any subsequent owners and all of its respective legal representatives, executors, administrators, heirs, successors, assigns. The Declaration shall inure to the benefit of the City of Yonkers (the "City") and/or the County of Westchester (the "County") and be enforceable by the City and the County (as an express third party beneficiary) for fifty (50) years, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the City and the County. The Declaration shall survive any foreclosure or the issuance of a deed in lieu of foreclosure and shall not terminate until the expiration of the Period of Affordability, without the express written consent of the City and the County.

9. Non-Discrimination. The Affordable AFFH Units and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 USC 2000d-2000d4 Non-discrimination in Federally Assisted Programs) requiring that no person in the United

States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. The Developer and subsequent owners shall not discriminate upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of the Property or any improvements erected thereon prior to the expiration of the Period of Affordability. The County, the Developer and/or the United States are beneficiaries of and entitled to enforce this covenant.

It is understood and acknowledged that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination.

10. **Run with the Land.** The County shall be an express third party beneficiary to this Declaration, with the right, but not the obligation, to enforce this Declaration in its reasonable discretion. The covenants and restrictions contained herein shall run with the land and bind the Property, and shall be enforceable against the owner(s) of the Property, as well as the improvements thereon, and shall inure to the benefit of and be enforceable by the County until the expiration of the Period of Affordability and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the County and the City. This Declaration of Restrictive Covenants shall survive any foreclosure or the issuance of a deed in lieu of foreclosure.

11. **Recording.** This Declaration shall be submitted for recording in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York.

12. **Applicable Law.** The Developer, and its respective successors and assigns, shall comply, each at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, all fair housing laws, and those laws applicable to the Developer as an employer of labor.

13. **Invalidity.** In the event any of the covenants, restrictions or provisions herein are determined to be invalid by judgment or court order, the remaining provisions hereof shall not be affected and shall continue in full force and effect.

14. **City Approvals.** This Declaration shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of the City. It is hereby acknowledged that any request for approval or consent of the City is subject to receipt by the City's Commissioner of Planning and Development of any and all necessary City approvals

15. **Reverter.** If title to the Property reverts to the City, this Declaration shall remain in full force and effect with respect to the Property.

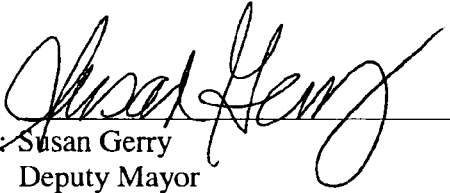
16. **Captions.** The captions are inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration, nor the intent of any provision herein.

[Remainder of This Page Intentionally Left Blank]

[Signature Page to Agency Declaration of Restrictive Covenants]

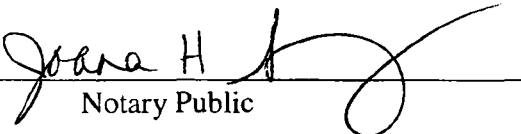
IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants on the date written above.

CITY OF YONKERS

By: 
Name: Susan Gerry
Title: Deputy Mayor

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

On the 16th day of May, in the year 2024, before me, the undersigned, personally appeared **Susan Gerry**, 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.


Notary Public

RPL § 309-a; NY CPLR § 4538

JOANA H. AGGREY
Notary Public, State of New York
No. 02AG6186297
Qualified in Westchester County
Commission Expires April 28, 2025

SCHEDULE "A"

[Property]

Parcels 2, 3, 4, 5 and 15

Block 2116 Lots 21, 22, 24, 26 and 27

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of Woodworth Avenue and the southerly side of Point Street;

THENCE along the southerly side of Point Street South 73 degrees 09 minutes 55 seconds East 197.45 feet to the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 95.92 feet to the division line between lands now or formerly of the Center for Urban Rehabilitation and Empowerment, Inc. and lands now or formerly of the City of Yonkers;

THENCE along said division line North 81 degrees 54 minutes 45 seconds West 99.93 feet to land now or formerly of 308 E. 151 Street Realty corp.

THENCE along said lands North 08 degrees 43 minutes 41 seconds East 56.16 feet to the division line between lands now or formerly of 308 E. 151 Street Realty Corp., on the south and lands now or formerly of the City of Yonkers on the north;

THENCE along said division line North 73 degrees 16 minutes 30 seconds West 98.64 feet to the easterly side of Woodworth Avenue;

THENCE along the same North 09 degrees 50 minutes 10 seconds East 55 feet to the point or place of BEGINNING.

SCHEDULE "A" (CONTINUED)

As to Parcels 8 thru 12

Block 2115, Lots 34, 35, 36, 37 and 38

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Woodworth Avenue where the same is intersected by the division line between lands now or formerly of Adelaida Ortiz on the north and lands now or formerly of the City of Yonkers on the south; which point is distant 149.24 feet South from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Woodworth Avenue;

THENCE along the westerly side of Woodworth Avenue, the following two (2) courses and distances:

1. South 09 degrees 50 minutes 10 seconds West, 32.44 feet; and
2. South 08 degrees 09 minutes 55 seconds West, 93.34 feet to lands now or formerly of Julio Gonzalez;

THENCE along said land North 81 degrees 50 minutes 05 seconds West, 100.49 feet to lands now or formerly of Pointe and Ravine LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East, 48.83 feet to lands now or formerly of Nicholas Justine Realty, Inc.

THENCE along said lands, South 81 degrees 50 minutes 05 seconds East, 10.05 feet;

THENCE continuing along said lands of Justine Realty Inc. and continuing along lands now or formerly of Hang Wang, North 08 degrees 09 minutes 55 seconds East, 57.36 feet and North 73 degrees 44 minutes 47 seconds West, 9.02 feet to lands now or formerly of Jennifer A. Perry;

THENCE along said lands, North 09 degrees 50 minutes 05 seconds East, 33.47 feet to lands now or formerly of Adelaida Ortiz;

THENCE along the same, South 73 degrees 09 minutes 55 seconds East, 100.40 feet to the point or place of **BEGINNING**.

SCHEDULE "A" (CONTINUED)

Parcels 6 and 7

Block 2116, Lots 16 and 17

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Woodworth Avenue which point is distant 181.86 feet, as measured along the same, from the corner formed by the intersection of the easterly side of Woodworth Avenue and the southerly side of Point Street;

THENCE along the easterly side of Woodworth Avenue South 08 degrees 09 minutes 55 seconds West 62.81 feet to land now or formerly of Adriana Glabikowski;

THENCE along said lands South 81 degrees 55 minutes 16 seconds East 99.99 feet to lands now or formerly of 13 Stewart LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East 47.25 feet to the division line between lands now or formerly of the City of Yonkers and lands now or formerly of the Center for Urban Rehabilitation and Empowerment, Inc.;

THENCE along said division line North 73 degrees 04 minutes 37 seconds West 101.17 feet to the point or place of BEGINNING.

[END OF SCHEDULE "A"]

SCHEDULE "B"

(to the Declaration of Restrictive Covenants) Affordable Rental Housing Project Requirements

A. PURPOSE

The City of Yonkers ("City") is fee title owner of twelve (12) parcels of real property located in the City, commonly known as 317 Warburton Avenue, 319 Warburton Avenue, 321 Warburton Avenue, 262-A Woodworth Avenue, 250 Woodworth Avenue, 248 Woodworth Avenue, 255 Woodworth Avenue, 253 Woodworth Avenue, 247 Woodworth Avenue (which may also be known as 251 Woodworth Avenue), 249 Woodworth Avenue, 247 Woodworth Avenue and 32 Point Street (the "City Property"), which City Property is more particularly described in Schedule "A" attached hereto and made a part hereof. for the purpose of creating ninety-four (94) affordable senior rental housing units (including one superintendent's unit) that will affirmatively further fair housing (the "Affordable AFFH Units").

The City Property has been transferred to the City of Yonkers Industrial Development Agency ("YIDA") by the City, pursuant to that certain Purchase and Sale Agreement dated as of March 31, 2022, between the City and YIDA, and subsequently transferred to Warburton Avenue Housing Development Fund Company, Inc., a New York not-for-profit corporation (the "HDFC"), as fee title owner on behalf of and as nominee of Warburton Avenue Apartments, LLC, a New York limited liability company as the beneficial owner (the "LLC", and, together with the HDFC, the "Developer"), pursuant to that certain Land Disposition Agreement, dated March 31, 2022, between YIDA and the LLC, for the sole purpose to create the Affordable AFFH Units by the Developer, consisting of thirty-six (36) studio units, fifty-seven (57) one-bedroom units and one (1) two-bedroom superintendent's unit to be constructed on the County Property (defined below) and the City Property (the "Development").

The County of Westchester (the "County") is fee title owner of real property commonly known as 305 and 309 Warburton Avenue and 254 Woodworth Avenue (Section 2, Block 2116, Lots 18, 28 and 32 on the official tax maps of the City of Yonkers), in the City of Yonkers (the "City"), County of Westchester and State of New York (the "County Property" and together with the City Property, the "Property"), having purchased the Property on even date herewith from 13 Stewart Place LLC and Center for Urban Rehabilitation and Empowerment (C.U.R.E.), Inc., which County Property has been transferred to the HDFC, as fee title owner on behalf of and as nominee the LLC, pursuant to a nominee agreement of even date herewith.

The Developer and YIDA will enter into a lease agreement, to be dated as of the date hereof, pursuant to which the Developer will lease the Property to YIDA, and the Developer and the YIDA will simultaneously enter into a leaseback agreement, to be dated as of the date hereof, pursuant to which YIDA will leaseback the Property to the Developer.

The Affordable AFFH Units will remain available to eligible senior households aged 62 and older with incomes at or below thirty percent (30%) and up to eighty percent (80%) of the Westchester County area median income ("AMI") as defined by the U.S. Department of Housing

and Urban Development ("HUD") for the Period of Affordability as defined in Section B (below).

Until the expiration of the Period of Affordability, the Developer will comply, and its successors and/or assigns will comply, with the provisions of this Schedule "B", including, without limitation, the marketing requirements contained herein.

Construction of the Development by the Developer shall be substantially in accordance with the plans as approved by the City and as may be amended from time to time (the "Plans"), which are deemed incorporated herein by reference. Any amendments to the Plans are subject to the approval of the City. The Developer must provide the Commissioner of the Westchester County Department of Planning or his/her duly authorized designee (the "Commissioner") with any amendments to the Plans, which have been approved by the City, and which amendments will be incorporated herein by reference.

Construction shall be completed within three years from the date hereof. In order to be deemed completed, the Developer shall provide to the County a valid permanent certificate of occupancy for all of the Affordable AFFH Units of the Development, or such other evidence of completion as may be acceptable to the County. The Developer shall report to the County on its progress towards completion of the construction of the Development, as the Commissioner may reasonably request, but not more frequently than monthly, unless a request is deemed necessary by the Commissioner in his/her sole discretion.

B. AFFORDABILITY REQUIREMENTS

Until the expiration of the Period of Affordability defined below, the Affordable AFFH Units shall be rented and re-rented to senior households aged 62 years and older with incomes at or below thirty percent (30%) and up to eighty percent (80%) of AMI all as described in Section C set forth below ("Rental Requirement"). This income limit is subject to change based on the AMI levels as established by HUD.

- A total of five (5) studios and five (5) one-bedroom units will be rented and subsequently re-rented to eligible senior households aged 62 years and older with incomes at or below thirty percent (30%) of AMI, adjusted by household size as published by HUD, as of the date such household takes occupancy of the Affordable AFFH Unit.
- A total of three (3) studios and four (4) one-bedroom units will be rented and subsequently re-rented to eligible senior households aged 62 years and older with incomes at or below forty percent (40%) of AMI, adjusted by household size as published by HUD, as of the date such household takes occupancy of the Affordable AFFH Unit.
- A total of five (5) studios and six (6) one-bedroom units will be rented and subsequently re-rented to eligible senior households aged 62 years and older with incomes at or below fifty percent (50%) of AMI, adjusted by household size as published by HUD, as of the date such household takes occupancy of the Affordable AFFH Unit.
- A total of seventeen (17) studios and thirty-two (32) one-bedroom units will be rented and

subsequently re-rented to eligible senior households aged 62 years and older with incomes at or below sixty percent (60%) of AMI adjusted by household size as published by HUD, as of the date such household takes occupancy of the Affordable AFFH Unit.

- A total of six (6) studios, ten (10) one-bedroom and one (1) two-bedroom units will be rented and subsequently re-rented to eligible senior households aged 62 years and older with incomes at or below eighty percent (80%) of AMI, adjusted by household size as published by HUD, as of the date such household takes occupancy of the Affordable AFFH Unit.

The Affordability Requirements shall remain in effect for fifty (50) years commencing from the date of the last valid, appropriate permanent Certificate of Occupancy issued by the City which will permit the initial occupancy of the Affordable AFFH Units (the "Period of Affordability").

The Developer, and its successors and/or assigns in interest to the Property and/or the Development, will comply with all of the provisions of this Schedule "B." It is agreed and understood that the fee title owner and each entity that comprise the fee title owner, its successors and/or assigns shall be bound by the terms of this Schedule "B" and where the term "Developer" is used herein, it is deemed to include the fee title owner, its successors and/or assigns.

C. RENTAL REQUIREMENTS

Initial Allocation of Rent for the Affordable AFFH Units: Initial rents may be no higher than those listed in the table below, except that such initial rents may be increased due to increases in the AMI for the County as published by HUD.

% AMI	# of Bed-rooms	Avg SF	# of Units	Gross Rent	Utility Allowance*	Net Rent	Monthly Rental Income	Annual Rental Income
30%*	0	450	5	\$ 771	\$75	\$696	\$3,480	\$41,760
30%*	1	600	5	\$ 826	\$89	\$737	\$3,685	\$44,220
40%	0	450	3	\$ 1,028	\$75	\$953	\$2,859	\$34,308
40%	1	600	4	\$1,101	\$89	\$1,012	\$4,048	\$48,576
50%	0	450	5	\$ 1,285	\$75	\$1,210	\$6,050	\$72,600
50%	1	600	6	\$ 1,376	\$89	\$1,287	\$7,722	\$92,664
60%	0	450	17	\$1,542	\$75	\$1,467	\$24,939	\$299,268
60%	1	600	32	\$1,642	\$89	\$1,553	\$49,646	\$594,752
80%	0	450	6	\$2,056	\$75	\$1,981	\$11,886	\$142,632
80%	1	600	10	\$2,203	\$89	\$2,114	\$21,140	\$253,680
80% **	2	750	1	\$0		\$0		
Total			94					\$1,624,460

*includes 4 PB Section 8 units (total of 8 units)

** employee non-revenue generating unit

The Tenant is responsible for the below utilities that are marked "Yes"

Utilities	Yes	No		Utilities	Oil	Gas	Electric	Yes	No
				Heat			X		X
Cooking Electric	X			Hot Water			X		X
Other Electric	X								
Air Conditioning (Other electric)	X								

Ongoing Affordability

Upon the expiration or termination of the applicable Low Income Housing Tax Credit ("LIHTC"), New York State ("NYS") Division of Housing and Community Renewal ("DHCR"), NYS Housing Trust Fund ("HTFC") and/or NYS Housing Finance Agency ("HFA") Programs (together the "Applicable Programs"), until the expiration of the Period of Affordability, the affordability requirements of the HOME Investment Partnerships Act of 1990, Public Law 101-625, 42 U.S.C. 12701 et seq. (the "HOME Program" or "HOME"), and its implementing regulations, 24 CFR 92 (the "HOME Program Regulations"), shall be deemed to apply to the Affordable AFFH Units. The rents charged by the Developer for the Affordable AFFH Units may not exceed the net rent (the "Net Rent"), which shall be calculated as follows:

(i) Affordable AFFH Units targeted for households at or below 50% of AMI. Net Rent shall be equal to the HOME "Low" rent as published by HUD on an annual basis, which rent is targeted to such households, less the amount of any tenant paid utilities as set forth on the above chart: and

(ii) Affordable AFFH Units targeted for households at or below 60% of AMI. Net Rent shall be equal to the HOME "High" rent as published by HUD on an annual basis, which rent is targeted to such households, less the amount of any tenant paid utilities as set forth on the above chart.

These limits may increase or decrease year-to-year, as determined by HUD. The Developer shall review updated HUD published HOME rent limits for the purpose of adjusting the rents on an annual basis; however, no additional rent increase may exceed the HOME rent limits in effect as published by HUD or five percent (5%) per year. Should the HOME Rents published by HUD decline from one year to the next, the Developer may continue renting the Affordable AFFH Units at the previously approved Net Rent.

Notwithstanding the foregoing *or anything in this Agreement to the contrary*, for so long

as the Affordable AFFH Units remain subject to the requirements of one or more of the Applicable Programs including Low Income Housing Tax Credit Program ("LIHTC") as administered and regulated by the NYS Division of Housing and Community Renewal ("DHCR") and the NYS Housing Finance Agency ("HFA" and together with DHCR, the "Housing Credit Agency"), or another program administered by NYS Homes and Community Renewal ("HCR") or another NYS agency or corporation, such as the Housing Trust Fund Corporation ("HTFC"), etc., the Development, including affordability requirements and rents charged to tenants, will be subject to the rules and regulations of that program for the period set forth in the applicable agreement(s). As stated above, upon expiration or termination of the applicable LIHTC, SLIHTC, DHCR, HCR and/or HFA programs, and until the expiration of the Period of Affordability, affordability requirements of the HOME Investment Partnership ACT of 1990 (the "HOME Program"), with rents calculated per the foregoing, will be deemed to apply to the Affordable AFFH Units.

The Developer may not charge tenants for parking except with the written approval of the Commissioner.

The maximum monthly allowance for tenant utilities, which shall be used by the Developer in calculating the Net Rent, is published by HCR (and approved by HUD). In the event the Developer wishes to use a different monthly utility allowance as calculated by another applicable agency or municipality the Developer must submit such request in writing along with all applicable documentation to the Commissioner. The Commissioner, at his/her sole and discretion, may approve or reject such request. Nothing in this paragraph shall require the Developer to operate the Development in violation of the requirements of Section 42 of the Internal Revenue Code which would otherwise be applicable to the Affordable AFFH Units.

Initial rents may be no higher than those allowed pursuant to this Schedule "B", except that such initial rents may be increased due to increases in AMI for the County as published by HUD. The Developer shall provide written notice within a reasonable period of time, and must seek the Commissioner's written approval for any rent or rent increase proposed for an Affordable AFFH Unit which is in excess of the foregoing guidelines. The County may request and the Developer shall provide any additional documentation necessary in order for it to respond to such requests. County approval is also necessary in the case where a tenant holding a Section 8 Housing Choice Voucher leases an Affordable AFFH Unit if the contract rent under that lease agreement is in excess of the County approved rent for that Affordable AFFH Unit as set forth above. Notwithstanding the foregoing, for the avoidance of doubt, the contract rents for the four (4) studio units and for the four (4) one bedroom units receiving project-based Section 8 subsidy pursuant to a Housing Assistance Payment Contract (the "HAP") for the Municipal Housing Authority for the City of Yonkers shall be deemed approved and shall not require County approval provided that the tenant-paid portion of the rent does not exceed the maximum Net Rent as set forth above.

The Developer must re-examine household income of the tenants in the Affordable AFFH Units in accordance with certain time schedules set forth in the HOME regulations, 24 CFR 92.253 (h).

The County shall have the right to designate a designee ("Designee") to make any approvals required in this Schedule "B." In the event a Designee has been designated, wherever in this Schedule "B" the approval of the County is required, or information is required to be provided

by or to the County, the Designee may provide such approval and provide or receive such information. Notices requesting approvals under this Schedule "B" shall be sent to the County in writing to the Westchester County Commissioner of Planning, Michaelian Office Building, Room 432, 148 Martine Avenue, White Plains, New York, 10601, or to the Designee, if the County has appointed a Designee, at the address for the Designee provided by the County.

Occupancy Standards for the Affordable AFFH Units

In accordance with the definition of family promulgated by HCR, as may be amended from time to time, a family selected to rent a Unit by the Developer may include an individual with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. This definition should be used when determining the occupants of an Affordable AFFH Unit. Additionally, the County has adopted the below occupancy standards based on Affordable AFFH Unit size.

# of Bedrooms	Minimum # of Persons Per Household	Maximum # of Persons Per Household
0 Bedroom Apts.	1	1
1 Bedroom Apts.	1	3
2 Bedroom Apts.	2	5

These standards must be used to determine the family size for each Affordable AFFH Unit based on the number of bedrooms. If the family receives a "Section 8 Housing Choice Voucher" subsidy, the more restrictive standard will be applied. These standards are also subject to local occupancy and building codes.

D. MONITORING REQUIREMENTS

Until the expiration of the Period of Affordability, the Developer will be responsible for maintaining adequate records pertaining to the Development, including but not limited to, annual income certifications for all tenants, income and expense operating statements for the Development, and rental income from all tenants. The County shall, upon reasonable prior notice, have the right to inspect any such records and request reporting information as needed. The Developer shall cooperate with audits, inspections and reporting required by the County.

The Developer will be required to assist the County in filling out the appropriate HUD form(s), including without limitation, the Rental Completion Report upon occupancy of the Units, which shall include number of Affordable AFFH Units, family size, race, ethnicity and income.

The Developer will provide and maintain documentation satisfactory to the County that all Units must meet the same property standards set forth in 24 CFR Part 92.251 for HOME assisted Units and the lead-based paint requirements in 24 CFR Part 35, subparts A, B, J, K, M, and R, which shall include, but not be limited to, all applicable federal, state and local laws, rules, regulations, codes, rehabilitation standards, ordinances and zoning ordinances etc., as required for HOME assisted Units under 24 CFR Part 92.251, including, without limitation, the Housing Quality Standards ("HQS") requirements referenced at 24 CFR 982.4 and have been inspected by

a qualified inspector.

The Developer shall ensure that the property management and other personnel understand and implement program rules related to income, occupancy, rents, utility allowances, leases, privacy, affirmative marketing and fair housing. At a minimum, the Developer and/or its management company should have three years of property management experience in the affordable housing field. This experience must include conducting income eligibility of prospective tenants. If the person or firm does not have this experience, the County will assist in identifying a qualified property management agency as requested by the Developer.

Annual Reports

Until the expiration of the Period of Affordability, the Developer is responsible for providing the County with annual operating statements, tenant certifications, a certified rent roll and a proposed rent schedule by March 31st of each year and such other information as the Commissioner may reasonably request.

Tenant File

All qualifying information for each tenant shall be maintained within the files of the Developer or its management company and made available to the County, upon reasonable prior notice, for monitoring and compliance purposes. The Developer shall cooperate with audits and inspections by the County. The Developer shall be responsible for insuring that its management company complies with the above requirements.

Certification of Household Income

Certification of income eligibility for each tenant household is due upon the initial occupancy of each Affordable AFFH Unit and is required annually for the Period of Affordability. Income must be determined in accordance with 24 CFR 92.203, using the Section 8 Housing Choice Voucher program definition of annual (gross) income based upon existing and anticipated income, and the Developer shall provide such information to the County upon request. Annual income is defined by HUD in 24 CFR 5.609. Certification and recertification must be conducted by a qualified person or housing consulting agency approved by the County.

Certification of Waiver – Not Applicable

If the Development is also funded under the LIHTC program, and the Developer has received a waiver from the Internal Revenue Service or the Housing Credit Agency (defined below) regarding conducting and reporting annual tenant certification, this waiver does not apply to Westchester County housing program requirements.

Monitoring Documentation Requirements

Until the expiration of the Period of Affordability, the Developer shall cause the following documentation to be maintained and, upon the request of the County, with reasonable prior notice,

will furnish such documentation to the County:

1. Copies of any and all rental applications and lease documents executed in connection with the rental of each of the Affordable AFFH Units until the expiration of the Period of Affordability, including but not limited to: lease agreements, guarantees, and other documents the County shall deem necessary or appropriate under the circumstances. The leases shall indicate the unit number, the rent charged and the utilities to be paid by the tenant.
2. Documentation establishing that the households of each of the Affordable AFFH Units until the expiration of the Period of Affordability meet the Affordability Requirements for the Affordable AFFH Units, which documentation shall include but not be limited to income tax returns, employment verification letters, wage statements, interest statements or unemployment compensation statements. In addition, documentation establishing household size shall also be maintained.
3. Documentation establishing that the Development qualifies as affordable housing under this Schedule "B", until the expiration of the Period of Affordability, sufficient for the County, or its Designee, to monitor such compliance including, but not limited to:
 - a. Evidence that the Affordable AFFH Units have an initial rental price and subsequent rental prices that do not exceed the rent limitations set forth in Section C herein and are consistent with the terms of this Schedule "B";
 - b. Evidence that the Affordable AFFH Units are the principal residence of each of the tenants until the expiration of the Period of Affordability; and
 - c. Evidence that each tenant of each of the Affordable AFFH Units meets all eligibility requirements under this Schedule "B" for the respective Affordable AFFH Unit.
4. Documentation of compliance with all federal requirements, including, without limitation:
 - a. Compliance with Lead-Based Paint and Davis-Bacon Requirements, as applicable. For properties constructed before 1978, the file must contain a signed Lead-Based Paint Disclosure stating that the tenant was provided with a copy of the *Lead Hazard Information Pamphlet, Protecting Your Family from Lead in Your Home*, and has been informed of any known lead-based paint and/or hazards in the Affordable AFFH Unit;
 - b. Compliance with relocation requirements, if applicable;
 - c. Evidence of flood insurance, if applicable;
 - d. Environmental review compliance; and
 - e. Compliance with conflict of interest rule.

E. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

Affirmative Fair Housing Marketing

The Developer expressly agrees that the Development must be marketed in accordance with the requirements contained in the approved *Housing Development Affirmative Fair Housing*

Marketing Plan Requirements (the "Plan Requirements"), which is attached hereto and forms a part hereof as Attachment No. 1. The Developer agrees to comply with the Plan Requirements, as may be amended from time to time. The marketing plan for the Development ("Marketing Plan") must be prepared by the County's Marketing Consultant (defined below) in accordance with the Plan Requirements must receive the written approval of the Commissioner.

If there is a conflict between (i) the Plan Requirements and/or, (ii) the Marketing Plan approved by the Housing Credit Agency, the Plan Requirements attached hereto shall control.

Marketing Consultant and Marketing Agent

A. The County has selected a marketing consultant (the "Marketing Consultant") pursuant to the issuance of a request for proposals. The Developer agrees to contract with the Marketing Consultant, at the Developer's sole cost and expense, to draft the Marketing Plan pursuant to the Plan Requirements and to implement the elements thereof.

1. The Marketing Consultant will centralize marketing functions of the Affordable AFFH Units, as described in greater detail below.
2. The Marketing Consultant will take primary responsibility for drafting each Marketing Plan and submitting it to the County for approval.
3. The Developer may supplement the Marketing Consultant's outreach activities and other activities as appropriate, all as more fully set forth in the Plan Requirements.

B. The Developer may retain and/or designate a firm or individual to handle determinations and tenant selection procedures (the "Marketing Agent"). However, the Developer will not be required to retain a Marketing Agent. Any individuals involved in counseling and qualifying tenants shall not be involved in marketing activities and the selection of tenants. The Marketing Agent may also serve as a property manager, as appropriate. The Marketing Plan for the Development must be specific with regard to the role and responsibility of the Developer, the Marketing Agent, if any, and/or the property manager, if any.

C. The Developer, or its management company, if applicable, must have experience and provide the following services:

1. Conduct an affirmative fair housing marketing program for the Affordable AFFH Units and conduct tenant selection in accordance with the County's approved Affirmative Fair Housing Marketing Plan for the Development;
2. Develop and maintain records and files related to any and all documentation that must be retained pursuant to the County's approved Affirmative Fair Housing Marketing Plan;
3. Determine applicant income eligibility; certification that the tenant household is eligible and qualified; develop and maintain records and files related to all applicants, selected applicants and their income eligibility certification;
4. Conduct the Marketing Plan for the Affordable AFFH Units and conduct tenant selection in accordance with the County approved Fair Housing Marketing Plan Requirements (defined below);
5. Develop and maintain records and files related to any and all documentation that must be retained pursuant to the Management Plan; and

6. Determine applicant and tenant income eligibility; certification that the tenant household is eligible and qualified; develop and maintain records and files related to all applicants, selected applicants and their income eligibility certification.

Management Plan Requirements

Prior to the commencement of marketing of the Affordable AFFH Units, the Developer must submit a management plan (the "Management Plan") for approval by the Commissioner. The Developer must implement the approved Management Plan, which must include all elements required pursuant to the County's housing management plan guidelines. The Developer acknowledges and agrees that, at the request of the County, the Management Plan may require amendment from time to time.

The Management Plan must demonstrate that the Developer and/or the selected management company has the capacity, experience and licenses or credentials to provide property management services including but limited to:

1. Provide ongoing training, for both the site manager and other staff, in compliance with all requirements, including regulatory or other agreements, rules, regulations or laws, including adherence to requirements set forth in this Schedule "B"; and completion of professional property management training; and
2. Develop and implement a preventive maintenance and repair program(s).

The Developer will maintain, or ensure maintenance, of all documentation and furnish such documentation and all reports to the County upon request following reasonable notice. The documentation shall include but not be limited to:

- a. Copies of any and all rental applications and lease documents executed in connection with the rental of each of the Affordable AFFH Units, including but not limited to: lease agreements, guarantees, and other documents the County shall deem necessary or appropriate under the circumstances. The leases shall indicate the unit number, the rent charged and the utilities to be paid by the tenant.
- b. Documentation establishing that the households of each of the Affordable AFFH Units meet the Affordability Requirements for the Affordable AFFH Units, which documentation shall include but not be limited to income tax returns, employment verification letters, wage statements, interest statements or unemployment compensation statements. In addition, documentation establishing household size shall also be maintained.
- c. Documentation establishing that the housing qualifies as affordable housing under this Schedule "B" sufficient for the County, or its Designee, to monitor such compliance including, but not limited to:
 - i. Evidence that the Affordable AFFH Units have an initial rental price and subsequent rental prices that do not exceed the rent limitations set forth in Section C herein and are consistent with the terms of this

- Schedule "B"; and
- ii. Evidence that the Affordable AFFH Units are the principal place of residence of each of the tenants until the expiration of the Period of Affordability; and
- iii. Evidence that each tenant of each of the Affordable AFFH Units meets all eligibility requirements under this Schedule "B" for the respective Affordable AFFH Unit.
- d. Documentation of compliance with all federal, state and local requirements.
- e. Annual reporting requirements, including reports listing tenant information, rental charges for each Affordable AFFH Unit, financial reports such as current financial statements and audited financial statements.

The Developer agrees to supply such other information as the County deems reasonably necessary to establish compliance herewith. The County will monitor compliance with the foregoing and the Developer agree to maintain and, upon request and reasonable prior notice, to provide the County with documentation appropriate to establish such compliance.

Lease Provisions

The Developer shall comply with the required lease provisions set forth herein until the expiration of the Period of Affordability. The term of leases must be for not less than one year and leases for the Affordable AFFH Units shall comply with the provisions of 24 CFR Part 92.253, including, but not limited to, the provisions concerning prohibited lease terms. Prohibited lease terms shall include, but not be limited to, an agreement by the tenant not to be sued, an agreement by the tenant not to hold the Developer or the Developer's agents legally responsible for any action or failure to act, whether intentional or negligent, an agreement of the tenant that the Developer may institute a lawsuit without notice to the tenant, an agreement by the tenant to waive any right to a trial by jury, an agreement by the tenant that the Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties or an agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.

The Developer may not terminate the tenancy or refuse to renew the lease of a tenant of an Affordable AFFH Unit except for serious or repeated violation of the terms and conditions of the lease, for violation of applicable Federal, State or local law or for other good cause. To terminate or refuse to renew tenancy, the Developer must serve written notice upon the tenant specifying grounds for the action at least thirty (30) days before the termination of tenancy.

Any increase in rents for the Units shall be subject to the provisions of outstanding leases. Notwithstanding the foregoing, the Developer must provide tenants not less than thirty (30) days' prior written notice before implementing any increase in rents.

Principal Place of Residence

The Developer shall ensure that the Affordable AFFH Units must be occupied by tenants

as their principal place of residence during the Period of Affordability and shall include such a provision in all leases. In addition, all leases must contain a provision which prohibits any and all subleasing of the Affordable AFFH Units.

Over Income Tenants

The provisions of 24 CFR Part 92.252(i) shall apply to over-income tenants so that tenants who no longer qualify as low-income families must pay as rent the lesser of the amount payable by the tenant under State or local law or thirty percent (30%) of the senior household's adjusted income, except that tenants that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 ("Housing Credit Agency") must pay rent governed by Section 42. In addition, tenants who no longer qualify as low-income are not required to pay as rent an amount that exceeds the market rent for comparable, unassisted units in the neighborhood.

Successor Program

In the event that the HOME Program, or its successor program, is no longer in existence until the expiration of the Period of Affordability, the County reserves the right to designate the housing program to be applied that corresponds to affordable rental amounts to be paid by the respective senior households falling within the applicable AMI and to enforce the Period of Affordability.

No Conversion

The Affordable AFFH Units shall remain as rental units and shall not be converted to cooperative or condominium ownership at any time until the expiration of the Period of Affordability.

F. NON-DISCRIMINATION

The Developer expressly agrees that neither it nor any contractor, subcontractor, employee or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual, including, but not limited to, any resident or potential resident of the Units, on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status or source of income as those terms may be defined in Chapter 700 of the Laws of Westchester County.

It is understood and acknowledged that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination.

G. PROPERTY STANDARDS AND INSPECTIONS

The following property standards and inspections shall apply ("Property Standards and Inspections"): At the time of initial occupancy and continuing until expiration of the Period of Affordability, all Units must meet the HQS property standards. All Affordable AFFH Units will

be inspected for compliance by the Developer, and the County shall have the right to inspect for such compliance until the expiration of the Period of Affordability upon prior reasonable notice. A valid certificate of occupancy must be obtained for the Affordable AFFH Units prior to their occupancy and provided to the County.

H. OPERATING BUDGET AND RESERVE ACCOUNTS

Until the expiration of the Period of Affordability, the Developer shall establish a replacement reserve account ("Replacement Reserve Account") and an Operating Reserve Account ("Operating Reserve Account") for the building(s) in which the Affordable AFFH Units are located in accordance with the policies and procedures of the County and in accordance with the Amended and Restated Operating Agreement of the Developer. Replacement Reserve Account monies must be held in insured certificates of deposit or United States securities, or invested in a manner which is wholly secured or collateralized by such securities and any interest earned shall accrue to these accounts. Upon the expiration or termination of the applicable LIHTC, New York State DHCR, NYS HCR, NYS HTFC and/or NYS HFA Programs if any, withdrawals from this account may only be made with the prior approval of the County.

The Developer shall annually deposit funds (the "Replacement Reserves") into the Replacement Reserve Account and funds (the "Operating Reserves") into the Operating Reserve Account in amount(s) in such greater such amounts as may be required by HCR or HFA, if applicable. Such deposits shall be made monthly in amounts equal to one-twelfth the annual amount.

Upon the expiration or termination of the Applicable Programs, if deposits to the Operating Reserve Account or the Replacement Reserve Account are reduced or suspended in any month, the Developer shall utilize such funds in accordance with the policies and procedures of the County.

In the event of a conflict between the terms of this Section H and project operating requirements mandated by law or regulation pursuant to a state or federal funding program, including without limitation, through the LIHTC the terms of such state or federal program shall control.

The County has reviewed and approved the Developer's 15 year proforma, which projects funding for both the Operating Reserve Account and Replacement Reserve Account. Any changes or amendments to the proforma will be submitted to the County by the Developer.

I. LIMITATION OF PROFITS AND RETURN ON EQUITY

Until the expiration of the Period of Affordability, the Developer agrees that all income received from the operation of the Development (and the building(s) in which the Affordable AFFH Units are located) for each fiscal year shall be used to (i) pay the expenses of the Development (and the building(s) in which the Affordable AFFH Units are located) for such fiscal year, in accordance with the annual budget approved by the County; (ii) pay into the Reserve Accounts described in Section H of this Schedule "B", amounts required to maintain such reserve

funds at the required levels; and, (iii) pay all debt service, existing and approved by the County. Any income for such year in excess of the amounts required to make the payments described in (i), (ii) and (iii) ("Excess Income") may be distributed as approved by the County including supplemental payments to the Reserve Accounts, to maintain required balances, and distributions to the Developer or its respective successors and/or assigns until the expiration of the Period of Affordability.

Notwithstanding the foregoing, until the expiration of the DHCR and HFA Regulatory Requirements, Excess Income shall be used in accordance with DHCR and/or HFA guidelines, as and to the extent applicable, and distributions of Excess Income shall not require the approval of the County during such time period.

In the event of a conflict between the terms of this Section I and project operating requirements mandated by law or regulation pursuant to a state or federal funding program including without limitation, through the LIHTC, the terms of such state or federal program shall control.

The provisions of this Schedule "B" shall survive closing and shall remain in effect until the expiration of the Period of Affordability, including without limitation, Attachment 1 which is attached hereto and made a part hereof, as follows:

Attachment 1 – ***Housing Development Affirmative Fair Housing Marketing Plan Requirements.***

Attachment No. 1 to Schedule "B"

"PLAN REQUIREMENTS"

**HOUSING DEVELOPMENT
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
REQUIREMENTS**

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I. Overview

Westchester County requires the affirmative fair housing marketing of affordable housing units that affirmatively further fair housing (the "AFFH units"). This marketing will be conducted under a two-pronged approach so as to reach all potentially Eligible Households, especially those least likely to apply ("LLA"). The County will conduct its own marketing, under the Westchester County Affirmative Fair Housing Marketing Plan (the "Westchester County AFHMP"), and also will require that developers of housing developments work with the county-selected Marketing Consultant (see Section IV.A below) to prepare and implement a Housing Development Affirmative Fair Housing Marketing Plan (the "Plan") for all specific housing developments. The purpose of the Plan is to ensure outreach to racially and ethnically diverse households. The Plan must include all of the required elements listed herein, and must receive the written approval of the County. Below are the requirements for the Plan.

II. Housing Development Identification

For each development funded by the County, the development-specific Plan must include the following information:

Owner	[Name]
[Address]	
[Phone]	
[Email]	
Developer	[Name]
[Address]	
[Phone]	
[Email]	
Sponsor	[Name]
[Address]	
[Phone]	
[Email]	
Property Manager	[Name]
[Address]	
[Phone]	
[Email]	
Housing Development	[Name]
[Address]	
[Phone]	
[Email]	
Marketing Agent	[Name]
[Address]	
[Phone]	
[Email]	
Number of Units to be Marketed	[Unit Breakdown]
Target Income ("AMI")]	[% of Area Median Income]
Net Purchase/Rental Price	[Price range for each type of unit]
Construction Status	[Type: Target Dates for
Construction, Marketing, Occupancy]	
Census Tract	[Census Tract Numbers]
Local Market Area ("LMA")	[Description of LMA]

Marketing and Outreach Area Westchester County, NY
Putnam County, NY
Rockland County, NY
Fairfield County, CT
New York City (five boroughs)

III. Accessibility/Adaptability Policies

Below is a list of policies (based on the New York State Office of Fair Housing and Equal Opportunity ("OFHEO") Marketing Plan Guidelines) to be used in formulating specific plans.

The Plan should state or include:

- A. Of the total number of units, how many units are accessible and how many units are adaptable.
- B. A description of how requests for reasonable accommodations will be handled, who will be authorized to approve or deny any such requests, and an appeal process for denied reasonable accommodation requests.
- C. A statement noting whether the development has a Telecommunication Device for the Deaf ("TDD") or an equally effective communication system available to the residents.
- D. A description of any procedures established to accommodate the hearing and sight impaired. (Examples of methods to be used might include readers, signs language, interpreters, and Braille materials.)
- E. State whether priority will be given for fully accessible units to persons who are in need of the special design features of an accessible unit, and if priority will be given first to those living in the complex and then to persons on the waiting list.
- F. A statement that before accessible units are temporarily rented to persons who do not need the special design features, whether there have been diligent marketing efforts to market the units to special need persons, and how those efforts are to be documented.
- G. For those rental developments including such units, whether marketing efforts will continue after rental of units to someone who does not need the special design feature.
- H. State whether lease clauses will be included to require non-special needs occupants to relocate to another unit in the building if the unit is needed by a special needs person.
- I. A description of the policies and procedures that will be used to verify an applicant's disability and noting such information will be limited to only that which is needed to establish eligibility. In developing such policy, the Plan should be in accordance with the Joint Statement of the Department of Housing and Urban Development and the

Department of Justice Reasonable Modifications Under the Fair Housing Act (March 5, 2008) where, among other provisions, the housing provider should inquire into the nature of the disability only to the extent necessary to determine the reasonableness of a particular accommodation.

- J. A statement that verification will be required only after a prospective tenant or homeowner has asked that his or her disability be considered in selection for an accessible or adaptable unit.
- K. A description of any policy, which permits persons with disabilities to have service and/or companion animals.
- L. A description of unit choice options available to persons with disabilities as those expected to be given to other persons applying for the housing units, e.g., an offer for both first- and second-floor apartments.

IV. Marketing Consultant and Marketing Agent

- A. To promote uniformity, efficiency, and oversight, the County will select a Marketing Consultant in an RFP or RFQ process. The Developer will work in cooperation with the Marketing Consultant.
 - 1. The Marketing Consultant will centralize marketing functions of the AFFH units, as described in greater detail below.
 - 2. The Marketing Consultant will take primary responsibility for drafting each Plan and submitting it to the County for approval.
 - 3. The Developer will contribute a fee, commensurate with the size of the development, toward the cost of the Marketing Consultant.
 - 4. The Developer may supplement the Marketing Consultant's outreach activities and other activities as appropriate.
- B. The Developer may hire and/or designate a Marketing Agent, a firm or individual, to handle determinations and tenant selection procedures. Developers will not be required to hire a Marketing Agent. Any individuals involved in counseling and qualifying residents shall not be involved in marketing activities and the selection of residents. The Marketing Agent may also be the Property Manager, as appropriate. The Plan must be specific with regard to the role and responsibility of the Developer, the Marketing Agent, if any, and/or the Property Manager, if any.

V. Direction of Marketing Activities

- A. The Plan must define the Local Market Area ("LMA") which shall encompass a population of between 5,000 to 50,000, depending upon population density; or comprise

a 1-2 mile radius surrounding the Housing Development site. The Plan shall list the census tracts within the LMA, and identify the racial/ethnic characteristics of the LMA population using relevant 2010 U.S. Census data obtained from <http://www.census.gov/> or <http://www.westchestergov.com/planning/research/default.htm>. The U.S. Department of Housing and Urban Development ("HUD") regional office is available to provide technical assistance to the Marketing Consultant in performing the requisite demographic analysis.

- B. The Plan must include an appendix with detailed demographic characteristics of the LMA, and a narrative within the Plan describing the LMA including a list of all Census tracts and municipalities included in the LMA; the total number of persons in the LMA; and of the total LMA population the number and percentage of each racial and ethnic population within the LMA. The Plan should specifically provide both the number and percentage of persons identified as White, African American or Black, Asian, and Hispanic/Latino, as defined by the U.S. Census.
- C. The Plan must identify each racial and/or ethnic population with the lowest percentages in the LMA. These are the populations which should be determined to be the least likely to apply for the new AFFH units covered by the Plan.
- D. The Plan must identify the target market for the units in terms of the income groups to be eligible for the AFFH units as households whose total gross household income does not exceed a certain percentage of the Westchester County AMI.
- E. The Marketing and Outreach Area for the AFFH units must include Westchester County and all contiguous counties which include: Putnam County and Rockland County in New York, Fairfield County in Connecticut, and the five (5) counties which comprise New York City. The total population according to the 2010 Census in this 9-county Marketing and Outreach Area was 10,452,472, with the following ethnic and racial breakdown: 5,248,477 (50.2%) White; 2,365,353 (22.6%) African American or Black; 1,153,563 (11.0%) Asian; and 2,758,577 (26%) Hispanic or Latino. (NB: As above, the U.S. Census counts "Hispanics" as "of any race," meaning there is duplicate counting of the population.)

VI. Marketing Program

- A. In accordance with HUD's Handbook 8025.1 "Implementing Affirmative Fair Housing Marketing Requirements,"¹ no later than 90 days prior to the commencement of any marketing activities, the Plan must provide that the Developer (directly or through the Marketing Consultant) must submit to the Westchester County Department of Planning a notice of intent to begin marketing. This notice should be in writing and state the date on which the applicant proposes to commence marketing activities. Marketing may commence up to six months or more prior to expected occupancy of a Housing Development, but no later than three months (90 days) prior to the expected occupancy.

¹ Available at <http://www.hud.gov/offices/adm/hudclips/handbooks/theh/80251/index.cfm>

- B. The Plan must provide that marketing for the AFFH units will comply with the requirements set forth in this document, and with applicable New York State, federal and local fair housing requirements. All advertising for all units will be consistent with the Fair Housing Advertising Regulations at 24 CFR 109 and the Fair Housing Act Regulations at 24 CFR 100.75.
- C. The Plan will provide that the Marketing Consultant will affirmatively market the AFFH units to households whose total incomes are at or below the specific income groups which are expressed as a percentage of the Westchester County AMI, adjusted for household size. The maximum income limit for homeownership units is 80% AMI and the maximum for rental housing is 60% AMI. However, the Housing Development may serve a range of incomes lower than these maximums.
- D. The Plan must outline special efforts to reach and engage those in the Marketing and Outreach Area who are least likely to apply. Plan activities should also include:
1. Any Plan which includes homeownership AFFH units must provide that the potential home purchasers receive homeownership counseling and education through a HUD-certified housing counseling agency approved by the County. The Developer may also designate the housing counseling agency as its Marketing Agent to conduct selection and qualification activities in addition to the homeownership counseling and education, so long as such services are delivered in accordance with HUD regulations. Housing counseling staff involved in counseling and qualifying residents shall not be involved in marketing activities and the selection of residents.
 2. Marketing requirements may vary by development size with "small project" developments of 1-4 units included in the Westchester County AFHMP and all low-cost measures described below. Developers of larger developments must conduct the below described marketing activities as indicated.
 3. The Plan must also provide that any development which includes rental units, such units will be registered with <http://www.nyhousingsearch.gov> when marketing commences. This is a free service provided by New York State to advertise and search for affordable and accessible rental housing. The service is also available through toll-free, bilingual call center at 1-877-428-8844. Representatives are available to assist with listings and searches.
 4. The Plan shall include Spanish language marketing material to serve the Spanish-speaking population that is Limited English Proficient ("LEP"). To address the needs of LEP who do not speak either English or Spanish, and/or to assist the Spanish-speaking population beyond the capacity of the Developer or Marketing Consultant's staff, the Marketing Consultant shall seek alternative resources to address the need, such as opening an account with a "Language Line" or alternative provider that provides 24/7 translators which can be accessed as needed by marketing staff to assist in serving all other LEP persons.

E. Commercial Media

1. Press Releases

For developments of five units or more, the Plan must provide that Marketing Consultant will issue press releases announcing available AFFH units that will be circulated to media outlets within the Marketing and Outreach Area, including but not limited to those listed in the below charts. The press releases should include: location of the units; total number of units available; bedroom sizes of the units; rents or purchase price; income requirements and limits; building amenities and features; and neighborhood amenities. The Marketing Consultant will be identified in the press release as the contact for inquiries.

Information about available units at different developments may appear in combined press releases, as appropriate; this is especially encouraged for small developments, including those with four units or less. Issuance of the initial press release will coincide with the commencement of the initial marketing period.

2. Advertising

The Marketing Consultant will coordinate advertising for all AFFH units so as to reduce overall costs. The Plan shall indicate the commercial media within the Marketing and Outreach Area to be used to advertise the availability of the housing so as to ensure outreach to racially and ethnically diverse households from groups deemed to be least likely to apply for the units in question. In drafting the Plan, the Marketing Consultant shall consider the outlets listed below in making determinations about where to advertise. In making such determinations with respect to general population media, the Marketing Consultant shall analyze data regarding the readership/audiences of media outlets within the Marketing and Outreach Area, and advertise in a manner that most effectively reaches the LLA population; this includes a determination that any general market media selected do not diminish the effect of targeted marketing to the LLA population. The frequency of the ads should be indicated in the Plan. Information about available units at different developments may appear in combined advertisements, as appropriate in those cases where the LLA population is identical for those developments; this approach is especially encouraged for small developments. For developments of fewer than five units, the Plan must provide whether the Marketing Consultant will use commercial media. If the Marketing Consultant does not intend to use any commercial media, the Plan should indicate the reasons for not using such media.

3. Newspapers/Publications to be considered

a. General Population Newspapers/Publications

All Counties in Market and Outreach Area	The <i>Daily News</i> , a daily New York City newspaper with a circulation of over 630,000 available in the eight New York counties in the Marketing and Outreach Area.
	The <i>New York Post</i> , a daily New York City newspaper with a circulation of over 500,000 available in the eight New York counties in the Marketing and Outreach Area.
New York City (All boroughs)	<i>Metro or AMNY</i> , a free daily newspapers serving the five boroughs of New York City.
	<i>Newsday</i> , a daily Long Island and New York City newspaper with a circulation of over 300,000 available throughout the New York metropolitan area.
Fairfield County	The <i>Norwalk Hour</i> , an independent daily in the Norwalk, CT area with a focus on real estate listings.
	The <i>Stamford Advocate</i> , a daily newspaper with a stated market area of lower Fairfield County with a daily real estate section.
New York City (Bronx)	The <i>Riverdale Press</i> , <i>The Bronx News</i> , <i>Co-Op City Times</i> , <i>Norwood News</i> , <i>Parkchester News</i> , and/or the <i>Mott Haven Herald</i> , Bronx local weekly newspapers.
	<i>Newsday</i> , a daily Long Island and New York City newspaper with a circulation of over 300,000 available throughout the New York metropolitan area.
Putnam County	The <i>Putnam Examiner</i> , local weekly publication covering Putnam County.
	The <i>Brewster Standard</i> , the Putnam County Courier (Carmel), and/or the <i>Putnam County Press</i> (Mahopac), Putnam County local weekly newspapers.
	The <i>Journal News</i> , a Westchester, Rockland and Putnam daily newspaper published by Gannett Westchester Newspapers, containing a daily real estate section, available in print and electronic formats.
	The <i>Daily News</i> , a daily New York City newspaper with a circulation of over 630,000 available in the eight New York counties in the Marketing and Outreach Area.
	The <i>New York Post</i> , a daily New York City newspaper with a circulation of over 500,000 available in the eight New York counties in the Marketing and Outreach Area.
Rockland County	The <i>Journal News</i> , a Westchester, Rockland and Putnam daily newspaper published by Gannett Westchester Newspapers, containing a daily real estate section, available in print and electronic formats.
	<i>Rockland Times</i> – a weekly newspaper serving Rockland County <i>Rockland Review</i> – a weekly newspaper serving Rockland County.
	The <i>Daily News</i> , a daily New York City newspaper with a circulation of over 630,000 available in the eight New York counties in the Marketing and Outreach Area.
	The <i>New York Post</i> , a daily New York City newspaper with a circulation of

	over 500,000 available in the eight New York counties in the Marketing and Outreach Area.
Westchester County	<p><i>Patch</i>, an online community-specific news and information platform providing local coverage electronically covering the Local Market Area.</p> <p>The <i>Pennysaver</i>, a weekly paper delivered free to all households in the Marketing and Outreach area; contains a real estate section.²</p> <p>The <i>Journal News</i>, a Westchester, Rockland and Putnam daily newspaper published by Gannett Westchester Newspapers, containing a daily real estate section, available in print and electronic formats.</p>

² The *Pennysaver* is published to local markets throughout the Marketing and Outreach Area and should be utilized wherever it is practical.

b. Publications to be considered that specifically target the LLA populations³

Fairfield County	<i>Inquiring News</i> , New England's largest African American newspaper, covering Connecticut, including Fairfield County.
African-American	<i>Haitian Times</i> , a weekly newspaper serving the Haitian community in the New York metropolitan area, available in print and electronic format.
Fairfield County	<i>El Sol News</i> , a Spanish-language newspaper published in Stamford, CT, distributed in southern-Fairfield County and Westchester County.
Hispanic	<i>El Diario NY</i> , a Spanish-language daily published in New York City with distribution throughout the Marketing and Outreach Area.
New York City (all boroughs)	<i>Amsterdam News</i> , historic weekly newspaper published in Harlem, with large African American following in New York City, especially Manhattan.
African- America	<i>Haitian Times</i> , a weekly newspaper serving the Haitian community in the New York metropolitan area, available in print and electronic format.
	<i>The Black Star News</i> , weekly newspaper with on-live edition published in Manhattan.
	<i>Our Time Press</i> , a weekly newspaper published in Brooklyn with African American following, especially Brooklyn.
	<i>Caribbean Life</i> , New York City's weekly Caribbean community weekly newspaper serving the New York area.
New York City (all boroughs)	<i>World Journal</i> , a Chinese language daily newspaper covering news of interest to the Chinese community in New York City, particularly New York County.
Asian	<i>Sing Tao Daily</i> , the second largest Chinese daily newspaper published in New York City; markets to the Chinese immigrant community in communities with high concentrations of Chinese immigrants (e.g.,

	Chinatown).
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3 This list may be updated and expanded over time.

New York City (Manhattan/ Brooklyn/Queens) Asian	<i>Newsletter of the Asian American Federation of New York</i> , which is distributed through member agencies in Manhattan, Brooklyn and Queens.
New York City (all boroughs) Hispanic	<i>Hoy NY</i> , a Spanish-language daily newspaper, serving the New York metropolitan area, including Westchester. <i>El Diario NY</i> , Spanish-language daily published in New York City with distribution throughout the Marketing and Outreach Area.
Putnam County African American	Haitian Times, a weekly newspaper serving the Haitian community in the New York metropolitan area, available in print and electronic format.
Putnam County Hispanic	<i>El Diario NY</i> , a Spanish-language daily published in New York City with distribution throughout the Marketing and Outreach Area. <i>El Aguila del Hudson Valley</i> , a bi-weekly publication geared to the Hispanic/Latino community; "the only Spanish and English newspaper in New York"; published in Wappinger's Falls, it serves Dutchess, Putnam and Westchester counties.
Westchester County African American	The <i>Westchester County Press</i> , a weekly newspaper that covers African American news throughout Westchester County. <i>Haitian Times</i> , a weekly newspaper serving the Haitian community in the New York metropolitan area, available in print and electronic format.
Westchester County Asian	<i>Newsletter of the Organization of Chinese Americans</i> , which is distributed throughout Westchester County.
Westchester County Hispanic	<i>El Sol News</i> , a Spanish-language newspaper published in Stamford, CT, distributed in southern-Fairfield County and Westchester County. <i>Hoy NY</i> , a Spanish-language daily newspaper, serving the New York metropolitan area, including Westchester. <i>El Diario NY</i> , a Spanish-language daily published in New York City with distribution throughout the Marketing and Outreach Area. <i>El Agui la del Hudson Valley</i> , a bi-weekly, bilingual, free publication targeted to the Hispanic/Latino community, published in Wappinger's

Falls, serving Dutchess, Putnam, and Westchester counties.
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For newsletters and media that do not publish explicit ads, the Plan must state that press releases and news stories will be provided. Any ad or announcement should include: location of the units; total number of units available; bedroom sizes of the units; rents or purchase price; income requirements and limits; building amenities and features; and neighborhood amenities. Contact information should also be provided for inquiries, obtaining an application and/or additional information. Information about available units at different developments may appear in combined ads or announcements, as appropriate in those cases where the LLA population is identical for those developments.

The Plan must provide that all print materials produced by the Developer or the Marketing Consultant will include both the Equal Housing Opportunity ("EHO") logo and, where applicable, the International Accessibility logo, which can be found at <http://www.hud.gov/library/bookshelf11/hudgraphics/fheologo.cfm> and <http://nysdhr.gov/Forms/FairHousing>. The HUD logo website provides guidance on size and use of the EHO logo.

The Plan must further provide that draft ads and announcements will be submitted to the Westchester County Department of Planning one month before marketing is to begin. The County may comment on any draft press release, ad or announcement.

4. Radio and Television

The Plan must include that, for developments with five or more units, the Marketing Consultant will seek opportunities for radio and television coverage (via interviews, press releases, and news coverage) as frequently as possible beginning on the date of initial marketing period. The Plan will not require purchase of commercial time. Any press releases prepared should also be sent to all television and radio outlets listed below. The Plan must also state that, for developments with five or more units, the Marketing Consultant will request that public service announcements be run on each of the municipal cable stations in the Local Market Area and the Marketing and Outreach Area. The below listed outlets should be included:

- a. General population television networks: Local cable television (Cablevision, Time Warner, RCN, RNN, News 12, NY1 and others that may be identified in the Plan) and regional/network television (local CBS, NBC, ABC, FOX, and CW affiliates).
- b. Radio stations: Local (WFAS, WHUD, WVOX, WVIP) and regional/network resources (WINS, WCBS, and others that may be identified in the Plan) throughout the Marketing and Outreach Area are to be utilized.
- c. Additionally, the Plan must anticipate that the Developer or Marketing Consultant will seek radio and television coverage with stations that focus on the LLA populations, including the following

Marketing and Outreach Area	<i>Black Entertainment Television ("BET")</i>
African-American	
New York City (Bronx)	<i>BronxNet</i> , local cable television network covering the Bronx, NY
African-American/Hispanic	
New York City (all boroughs), Rockland County, Westchester County	<i>Telemundo</i> , Channel 47, NYC Hispanic television network
Hispanic	<p><i>Univision</i>, Channel 41 (WXTV-NY), Univision's Spanish language television network broadcasting from Teaneck, NJ, to New York City and Westchester and Rockland counties.</p> <p><i>Univision Radio</i> WADO (1280 AM), Radio La Kalle (105.9 FM), and WQBU (92.7 FM), Univision's Spanish-language radio outlets in NYC, both AM and FM.</p> <p><i>La Mega</i> (97.9 FM). Latin music, news, and culture radio station broadcast from Manhattan to New York City, as well as Westchester, and Rockland counties. (Hispanic/Latino).</p>

F. Web-Based Media

The Plan must further anticipate that the Marketing Consultant will seek Web- Based media coverage with sites that focus on the LLA populations, including the following:

1. Bronx News Network, a community-based website focusing on local Bronx news (<http://www.bronxnewsnetwork.org>) (African American and Hispanic/Latino populations targeted);
2. Asian Community Online Network (<http://www.acon.org>);
3. Craigslist;
4. The Disability Network (<http://www.dnnyc.net>);
5. Able Newspaper (<http://www.ablenews.com>), which focuses on people with disabilities.

G. Other Web-Based Platforms

1. Centralized Intake System: The Plan must include steps to undertake specific outreach to persons interested in ownership and rental of AFFH units who have signed up via the Westchester County Centralized Intake System (the "List"), available at <http://homes.westchestergov.com/homeseeker-opportunities> (or its successor sites). The Marketing Consultant must request a download of the contact information of all who have signed up on the List two-weeks prior to initiation of the marketing period. The County will

provide the List with the contact information of all those on the List at that time, or within one week of such request. The List may include both email and regular mailing addresses as provided by those who have signed up on the List. The Plan must provide that the Marketing Consultant will notify all persons on the List provided by the County of the available AFFH units and direct them to sources of additional information. The Marketing Consultant will provide the County with copies of the materials provided to all potential applicants, including marketing and outreach materials.

2. County-run website for all AFFH opportunities: The Plan should address provision of marketing materials to the County for posting on the County's housing website featuring available affordable homes.
3. Development-specific sites: For Housing Developments of 50 or more units, the Plan must provide that the Developer or Marketing Consultant will create a Housing Development-specific website to provide information on the Housing Development and the community or neighborhood in which the development is located. All marketing information must be posted, providing information on the site, residential units, amenities, income guidelines and how to access an application. Such site must include the Fair Housing Logo and also contain information or links to fair housing information including contact information and sites for how to file a fair housing complaint with the Westchester County Human Rights Commission ("HRC") and HUD.
4. Other websites: The Plan must describe expected efforts by the Developer or Marketing Consultant to encourage community-based organizations, advocacy groups, and libraries to include on their websites links to the Centralized Intake System website and Housing Development-specific websites. This request may be made in the letter sent to community contacts. For developments of fewer than 5 units, the development may be included in broader outreach that the Marketing Agent may be conducting which includes other small projects.

H. Brochures, Signs and Leaflets and HUD's Fair Housing Poster

1. The Plan must provide that a temporary sign, as required by the County or other development funding sources, if consistent with and permitted by any local sign ordinance, will be erected. The sign to be erected at the Housing Development site during construction should list all funding sources, the development team, and contact information to obtain an application, and must include the EHO logo and, where applicable, the International Accessibility logo. The EHO and International Accessibility logo on the sign must be of a size at least equal to the largest of the other logos to be included. The sign is to be placed on the construction site at the commencement of construction. A draft or photo of the sign, if any, will be submitted to the Westchester County Departments of Planning for comment prior to start of construction.
2. The Plan must describe development and distribution of leaflets and brochures which are to be produced in English and Spanish. Distribution should include circulation to the organizations and community-based groups serving LLA populations. The Plan should provide that the materials will describe the name and location of the Housing Development;

the number of units available; the size and purchase prices or monthly rental cost of the units; income requirements; a list of building features and amenities; a community profile with resources and features; as well as contact information for obtaining an application and/or additional information. The brochures should include information about the related cost of owning or renting a unit, including property taxes, HOA or common charges for homeownership or tenant paid utilities for rental units. The brochure or other information should also describe nearby amenities such as the proximity of schools, religious institutions, shopping, transportation and public facilities. Where feasible, the materials should also include graphics and floor plans. Drafts of leaflets and brochures, are to be submitted to the Westchester County Department of Planning prior to initiation of the marketing period for comment. These marketing materials are to be distributed through the contacts identified in the Plan, which should include those contacts listed in appendices for the LLA population, made available at the Developer's and/or Marketing Consultant's Office and/or Marketing Office (if applicable), as well as in information boxes to be available on-site at developments of more than 50 units.

3. The Plan must acknowledge that a HUD Fair Housing Poster must be posted at any office or location where the Developer or Marketing Consultant will be providing information in person to potential applicants, which may include their Office(s), on site Marketing Office or other locations. The Fair Housing Poster is to also be posted in the Model Unit, if one is used for marketing purposes.
4. The Plan must provide that all brochures, leaflets, and signs publicizing the AFFH units will communicate the Developer's Equal Housing Opportunity Policy, will include the Equal Housing Opportunity logo, and, where applicable, the International Accessibility logo. The EHO and International Accessibility logos will be of a size at least equal to the largest of other logotypes used in the publication. If no other logotypes are used, the logos will be in accordance with HUD guidelines and will include the Fair Housing Statement. These items are to be submitted for review to the Westchester County Department of Planning along with the proposed Plan if available, or two weeks prior to printing such items in preparation to initiation of the marketing.

I. Social Media

The Plan must anticipate that information on the development will be posted on Developer or Marketing Consultant's Facebook and Twitter pages, if such exist. It is expected that Westchester County will also post links to such information on the County's Facebook and Twitter pages upon being provided with the materials in electronic format. In addition, the Plan must provide that the Marketing Consultant will request community contacts and other outlets to distribute information through their social networks. This aspect of the Plan must be evaluated and updated over time, as new forms of social media emerge and gain mainstream membership.

J. Community Contacts

1. In developing the Plan, the Developer or Marketing Consultant should review listings

contained in Appendix C, D and E which includes homeownership counseling agencies which serve the Marketing and Outreach Area, community contacts that serve the disabled community, and groups and organizations providing services to racial and ethnic LLA populations, including professional associations and immigrant service organizations. The Plan must include a description and listing of those community contacts serving LLA populations which the Developer or Marketing Consultant will contact in implementing such Plan.

2. The Plan should provide that homeownership counseling agencies and community contacts are to be engaged through letters, emails, and/or information packets that include leaflets/brochures, followed by personal contact conducted by the Developer or Marketing Consultant. Upon initiation of the Marketing period, a letter must be sent by regular mail or email to each of the homeownership counseling agency and community contact listed in the Plan requesting that they advise their constituencies and clients of the availability of these affordable AFFH units and encourage them to take advantage of this housing opportunity. The HUD Equal Housing Opportunity logo and, where applicable, the International Accessibility logo must appear on the letter to the community contacts.
3. The Plan must describe the Developer or Marketing Consultant's efforts to follow up with regard to each letter, such as calls to the contact person to explore the most effective outreach approach to their respective constituencies and clients. The Plan should also provide for how such efforts by the Marketing Consultant will be documented, including through maintenance of call logs and email correspondence.
4. Examples of such follow-up may include documentation provided by the Developer or Marketing Consultant that:
 - a. The community contact will follow up with a specific action;
 - b. The community contact provided a list of names for direct contact;
 - c. The community contact is hosting an event or meeting where the Developer or Marketing Consultant may present information to potential applicants, such as workshops in community centers, coffee hour at church service, etc.
5. The Plan should anticipate documentation secured by the Marketing Consultant of the outreach that each community contact has agreed to undertake. This should be retained in the Developer's or Marketing Consultant's marketing and outreach file. Documentation may include call logs to such groups, notes from phone conversations or meetings, letters and/or email correspondence documenting such contact and outreach activities.
6. The Plan shall also describe planned participation or outreach efforts in cultural festivals and other large events that are well-attended by members of the LLA populations throughout the Market and Outreach Area. Participation in these events

can strengthen and enhance recruitment of LLA populations such as distribution of informational brochures, showing floor plans, providing information about the community where the development is located, and other activities that may draw interest.

7. The Plan shall provide that the Marketing Consultant will conduct or participate in at least two information workshops in locations with concentrations of LLA populations within the Marketing and Outreach Area. The locations of the workshops will be reasonably accessible to public transportation.
8. The Plan shall provide that the Marketing Consultant, in consultation with municipal leadership and community contacts, will conduct outreach to local civic organizations, neighborhood associations, faith-based organizations and other groups to describe the AFFH units and the value of diversity, and to encourage community members to welcome applicants and new residents of the AFFH units. These outreach activities should begin soon after all municipal and financing approvals for the development are in place, and should be coordinated with and complement the County's overall outreach efforts to promote the AFFH housing.
9. The Plan shall provide that the Marketing Consultant will encourage the community groups described in the preceding paragraph to hold open house sessions for prospective residents in which the municipality's current residents serve as ambassadors by offering testimonials about the community's assets and participating in or co-leading tours coordinated by the Marketing Consultant.

K. Employer- and Union-Based Marketing

The Plan should describe any outreach efforts and provision of marketing materials to the Marketing and Outreach Area to the following groups, if such outreach is determined to be helpful in marketing to LLA population: labor organizations, business associations or chambers of commerce, and large employers including hospitals, schools and colleges/universities. The Plan may include that the Marketing Consultant will offer to make an in-person presentation to employees and union members of local businesses.

L. Real Estate Associations

1. The Developer or Marketing Consultant will conduct outreach efforts to real estate trade organizations to inform them of the availability of AFFH units.
2. The Developer or Marketing Consultant should seek to have AFFH units for homeownership included in the Multiple Listing Service ("MLS"), if this is determined to be helpful in marketing to the LLA population.

M. Marketing Office

For developments of 50 units or more, the Developer is encouraged to consider leasing a

marketing office in the retail core of the municipality and retain it throughout construction. The marketing office is intended to promote the housing by providing a physical location where potential homebuyers and rental tenants from the Marketing and Outreach Area can obtain information and applications for the AFFH units being built and marketed at the development, as well as information on the municipality and surrounding communities. If such office is proposed, it should include the display of aerial photos and visual depictions easily understood by prospective buyers, including site plans, site improvements, and unit floor plans. The Marketing Office must be accessible and a HUD Fair Housing Poster must be posted.

VII. Homeowner and Rental Tenant Application and Selection Procedures

- A. The Plan must provide that applications will be available in English and Spanish. additionally, applications will be made available at the following physical locations: Developer's Office, Consultant's Office, or Marketing Agent's Office (where applicable), and Marketing Office (where applicable). Links to the application or the electronic application form must be provided to the County so that it can be made available as a download from the County's housing website. The Plan should anticipate posting the application on the Developer's or Marketing Consultant's website (if any); and the Housing Development-specific website, when required. A copy of the application should be provided to the County for comment prior to initiation of the marketing period. The application must be available upon initiation of the marketing program.
- B. The Plan must affirm that no processing or application fee will be charged to any applicant, apart from a modest processing fee to acquire a copy of each applicant's current credit report. Any proposed fee must be included in the Plan submitted to the County for comment, and must be disclosed on the application.
- C. The Plan must provide a timeline for the full application and selection of residents, including a reasonable period from the date where the marketing program begins through to the application deadline, and include such schedule. The Plan should also state the instructions to applicants to submit applications to Developer or Marketing Agent, and that the location and deadline for application submission will be clearly noted in all marketing materials and on the application itself.
- D. The Plan must specify the target income groups as expressed through use of the Westchester County AMI, as defined by HUD and adjusted for household size.
- E. The Application must request information regarding race/ethnicity, household composition and source of referral, but must also note that providing this information is voluntary and is requested for recordkeeping purposes only.
- F. The Plan must describe how applicants' income and asset information will be screened and certified by the Marketing Agent/Developer for income eligibility. Details to include in the description include documents applicants will be required to submit related to current income and asset documentation. Such documentation may include but not be limited to the

following and as applicable:

1. Statement of Social Security benefits from the Social Security Administration;
 2. Statement of pension benefits;
 3. Statement of annuity payments;
 4. Three months of all bank, credit union and investment statements;
 5. Statement of retirement fund accounts (e.g., 403(b), 401(k));
 6. One month's most recent pay stubs;
 7. Three previous years of federal tax returns with all schedules and W-2s;
 8. Documentation of child support, if applicable.
- G. The Plan must explain how this documentation will be used for prospective homebuyers, to determine: whether the applicant has sufficient assets to cover the down payment and closing costs, and whether the applicant has sufficient income to carry the debt service on the mortgage, real estate taxes, common charges, and related costs.
- H. For prospective rental tenants, the Plan must explain how this documentation will be used to determine whether they have adequate income to cover the rent.
- I. The Plan must state that all applicants for ownership units must demonstrate that they have completed a HUD-certified homeownership counseling program in order to be determined eligible. Further, the Plan should provide that if the prospective purchaser has not completed such program, he or she will be directed to an appropriate not-for-profit housing agency to enroll in the program for homeownership and, if appropriate, landlord/tenant counseling.
- J. The Plan must describe the Developer's or Marketing Agent's procedure to receive, date-stamp, number, and log each application; and enter contact and receipt information in a database created expressly for the development.
- K. The Plan must describe processing of the applications, including the review criteria for completeness and initial determination of eligibility.
- L. The Plan must describe next steps for entering the application into the selection lottery. For example, applications deemed preliminarily eligible based on appropriate income for the household size, by the designated staff will then have that information along with their application number and contact information entered into the database and their application placed in a lottery.
- M. The Plan must also provide applicants who do not submit complete applications an opportunity to cure before the lottery takes place.
- N. The Plan must describe the steps to prepare and implement a public lottery, including the expected schedule to do so. The lottery should be conducted at a previously announced accessible public/community facility that is reasonably accessible to public transportation;

at a date and time previously announced, by the Developer or Marketing Agent. All applicants should be informed of the date, time, and location of the lottery drawing, and invited and encouraged to attend. Included in the description of the lottery is the procedure to draw and announce those selected through the lottery. For example, each applicant's name will be announced as their name is drawn, and their information will be entered in a lottery database in sequential order.

- O. The Plan must provide for the method of notification of applicants of their status. For example, applicants may be notified of their lottery ranking by telephone and U.S. mail, or whatever other means of notification has been requested by the applicant and accepted by the Developer or Marketing Agent.
- P. The Plan must describe the steps to process the applications in lottery order, and that this work will be conducted by trained and experienced staff of the Developer or Marketing Agent. This description should explain the process to identify any information or documentation that is either missing or needs to be updated in the application, process to contact applicant to request such information, and timeframe the applicant must respond. For example, applicants are given seven days in which to provide this information.
- Q. The Plan must provide that the Developer or Marketing Agent will take steps to verify that the applicant understands the nature of the housing arrangements for which they have applied. Such understanding may be conveyed through use of a disclosure or acknowledgement form signed by the applicant. Such verification and acknowledgement will confirm that the applicant wants to pursue the application.
- R. The Plan must provide that all income and asset information submitted by the applicant, and verified pursuant to the County's guidelines, must be confirmed and certified by the Developer or Marketing Agent to the County.
- S. The Plan must describe steps to be taken if an applicant either withdraws or is deemed ineligible. For example, he or she will be informed of such by a letter from the Developer or Marketing Agent of their status as ineligible or acknowledgement of withdrawal.
- T. The Plan must also describe disposition of applications submitted after the application deadline or later, after the lottery is conducted. For example, such applicants could be added to the end of the lottery list in the order their application is received.
- U. In addition to the above, the Plan must describe steps and timeline to communicate with applicants to secure any additional documentation, and confirm their continued interest in purchasing or renting the AFFH unit. For example, applicants can be given five days from notification of lottery ranking to confirm that they are interested in pursuing the purchase or rental of the units; an additional seven days to meet with Developer or Marketing Agent to determine eligibility; and an additional seven days to submit additional documentation if needed to determine if they qualify.
- V. The Plan must describe the procedure that will be used to contact applicants determined to

be eligible to arrange for unit selection and the purchase or leasing of the unit. In the case of home purchase, the Plan should detail information and assistance that will be made available to the buyers in order to secure a mortgage. This activity may be completed by the housing counseling agency which is providing the homebuyer education and counseling for the development's prospective buyers.

W. The Plan must detail what will be done with the applications of any qualified applicants in excess of the number of available units. For example, they could be put on a waiting list in the order in which their names were selected during the lottery, and on a first come, first served basis after all the lottery-drawn names have been exhausted, as provided in the above; or receive notification of future marketing for AFFH units.

X. Additional criteria for which applicants may be screened must be described in the Plan, and may include the following, as examples to be included in the Plan:

1. Legal residency in the United States;
2. Whether the applicant has a satisfactory rent payment history;
3. Whether the applicant provides false information on his/her application;
4. Whether the applicant has an unsatisfactory credit history;
5. Provision of signed authorization allowing Marketing Consultant to obtain a credit report; and/or
6. Failure to respond to a request for verification of information or for additional information within 14 days of such request.

Y. The Plan must describe criteria for tenant applicants to be rejected, in addition to inadequate income to cover the rent. For example, applicants may also be rejected if any of the following exists:

1. Previous housing evictions;
2. History of lease violations involving repeated late payments, failure to pay rent, public disturbances, damage to the living unit or the property of others and/or physical or verbal attacks on others as documented by police reports;
3. Applicants or household members 18 years of age or older convicted of a drug-related offense;
4. History of criminal offenses or disruptive behavior, specifically, offenses involving, but not limited to, violence, prostitution, burglary, arson, child pornography and pedophilia, being currently engaged in substance abuse or illegal drug use or trafficking.

Z. The Plan must detail any other reasons an application may be rejected from consideration, which may include that the applicant does not meet the income, asset, or credit requirements or if the household size either exceeds or does not meet occupancy standards. An applicant who is rejected may appeal the decision to the Developer or Agent.

AA. The Plan must explain efforts undertaken by the Developer or Agent to ensure the

confidentiality of the information provided by applicants, especially with respect to sensitive and personal information including criminal records and child support payments.

- BB. The Plan must detail the process and procedure to notify rejected applicants in writing, which must include the grounds for the rejection. The applicant will be given 10 days from the date of the letter to request a meeting with the Developer or Agent to discuss and review the rejection. In the event that the applicant requests a meeting, such shall be scheduled for a mutually agreeable time within five business days of the request. The procedures should provide that all documents used in rejecting the applicant will be made available upon the applicant's request. The applicant may bring additional documentation to support their appeal of why they should not be denied occupancy. Factors that may be taken into consideration include, but are not limited to: evidence of rehabilitation or repair of the disqualifying act; length of time since the occurrence of the disqualifying act; the likelihood of the reoccurrence of the disqualifying act; evidence of income qualification; or evidence of additional income, savings, or other funds for homeownership qualification. The Plan must state that the appeal meeting will be documented by either written notes and/or voice recording. A written decision of the appeal will be provided to the applicant within 5 days of the meeting.

VIII. Assessment of Marketing Efforts

- A. The Plan must describe steps to be taken by the Developer or Marketing Consultant to monitor and evaluate, on an ongoing basis, the effectiveness of the marketing efforts to reach LLA populations. Such monitoring may result in modifications or adjustments to the Plan during the marketing period. Any changes must be communicated to the County, which may comment or advise the Developer or Marketing Consultant regarding such changes.
- B. In accordance with HUD's Handbook 8025.1, Chapter 2 (page 16), the Plan should describe the means by which the effectiveness of various components of the AFHM Plan such as advertising methods and the outreach activities targeted toward the groups identified as LLA or the use of community contacts will be assessed. Indicators such as the anticipated racial/ethnic composition of the tenant populations or applicant pool are not to be used as indicators of effectiveness of the Plan under any circumstances. The Developer or Marketing Consultant is encouraged to use indicators based on good faith efforts, including the number of referrals by community organization; the number of visits to the site or walk-ins due to outreach or advertising; or the representation of persons identified as LLA as part of the potential purchaser or renter group in comparison to the percentage of that group within the housing market area.
- C. The Plan must describe collection and retention of data relating to race and ethnicity, household composition and source of referral from applications; inquiries, whether by phone, letter, email, or in person; referrals from community groups; and information provided by attendees at informational meetings conducted by the

Developer or Marketing Consultant. Collection of this information will assist in determining whether the provisions of the Plan have been successfully implemented and how effectively the affirmative marketing program has helped attract potential tenants and purchasers of majority and minority groups. The data should be kept and maintained in a excel file, exportable database, or other electronic format for ease of analysis, and must be made available to the County for its review of the marketing efforts.

- D. The Plan must provide for remedial steps that will be taken if LLA populations are not well-represented as described above in section VIII.B. For example, the Developer or Marketing Consultant can request information from contact organizations in the Marketing and Outreach Area to aid in assessing the results and in developing a plan to achieve a higher representation of LLA populations in the applicant pool.
- E. Alternatively, the Developer or Marketing Consultant may develop other tools to assist in evaluation of a lower response, including preparation and distribution of a survey to those who inquired about the Housing Development, and were among the LLA population, and to community groups who serve the LLA populations. Such survey may ask questions that may help determine whether foreign language or minority-controlled media used are effective mechanisms for AFFH marketing; if the marketing materials effectively conveys to LLA purchasers the message that they are welcome to apply and will not encounter discrimination; the particular community contacts (and which ones) are advertising the availability of the affordable AFFH units effectively; and if members of the targeted groups are learning about the housing more through informal means/networks rather than commercial media. Such survey will assist in providing evaluation of the specific provisions of the Plan, and may be the basis for adjustments to the Plan.

IX. Future Marketing Activities

The Plan must detail ongoing marketing of the units once initial sale or lease of the Housing Development has taken place.

- A. The initial and subsequent homeowner must ensure that any resale of their home is in accordance with the County requirements, including marketing of the property. In order to provide that the marketing is conducted in accordance with County requirements and the approved Plan for the property, the County-selected Marketing Consultant (or a successor to be chosen by the County through an RFP or RFQ process) will be authorized by the County to conduct marketing of such units and to determine income eligibility of the next owner. The homeowner must contract with the Marketing Consultant to provide the necessary services. The cost to be charged for such services will be approved by the County, but will not be in excess of costs typically charged by Real Estate firms for similar services. At a minimum, the marketing of the units will include notification of availability of the unit(s) to persons interested in ownership of AFFH units who have signed up via the Westchester

County Centralized Intake System. The marketing of the unit may be included in broader outreach that the Marketing Consultant may be conducting which includes other small projects. All requirements for such resale will be contained in the Declaration of Restrictive Covenants filed on each ownership property, including setting of the resale price by the County and marketing of the unit.

- B. The initial and subsequent homeowner of 2-family, 3-family or 4-family homes must ensure that the leasing of accessory rental units are also in accordance with County requirements, including marketing of the rental units. In order to provide that the marketing is conducted in accordance with County requirements and the approved Plan for the property, the County-selected Marketing Consultant (or a successor to be chosen by the County through an RFP process) will conduct marketing of the rental unit and to determine income eligibility of the next tenant.

The homeowner must contract with the Marketing Consultant to provide the necessary services. The cost to be charged for such services will be approved by the County, but will not be in excess of costs typically charged by Real Estate firms for similar services. At a minimum, the marketing of the units will include notification of availability of the unit(s) to persons interested in rental of AFFH units who have signed up via the Westchester County Centralized Intake System. The marketing of the unit may be included in broader outreach that the Marketing Consultant may be conducting which includes other small projects. All requirements for rental of the units will be contained in the Declaration of Restrictive Covenants filed on each ownership property, including setting of the rents by the County and marketing of the unit(s).

- C. The Plan for rental properties must describe ongoing marketing and application submission requirements. This will include the review and selection of tenants to occupy units upon any unit turnover and the maintenance of waitlists to ensure units targeted to lower-income groups continue to be available to households within that income group. Each rental development of five or more units must comply with the Plan approved by the County for that development.

X. Staff Experience and Instructions for Fair Housing Training

The Plan should include a biography and the relevant experience of the Developer, Marketing Consultant, and Property Manager or Marketing Agent in conducting Property Management and/or marketing activities for affordable housing developments.

- A. At a minimum the Developer, Property Manager or Marketing Agent should have three years of property management or sales experience in the affordable housing field. This experience must include conducting income eligibility of prospective tenants and/or potential homeowners and experience in affirmative fair housing marketing. If the person or firm does not have this experience, the County will assist in identifying a qualified agency.

- C. In accordance with HUD Handbook 8025.1, during the 90-day or more period prior to the commencement of taking applications or sales, all management or sales staff must be provided training in Federal, State and local fair housing laws, The County's AFFH objectives and the approved Plan for the Housing Development. The Developer, Marketing Consultant, and Property Manager and/or Marketing Agent will instruct their employees and agents – in writing and orally – concerning nondiscrimination in housing. These employees and agents will attend workshops on fair housing as necessary. The specific civil rights laws and Executive Orders on which marketing and sales staff will be trained are the following:

1. The Fair Housing Act and 24 CFR Part 100;
2. Executive Order 11063 and 24 CFR Part 107;
3. The Affirmative Fair Housing Marketing Regulations, 24 CFR 200, Subpart M;
4. The New York State Human Rights Law;
5. The Westchester County Fair Housing Law;
6. Title VI of the Civil Rights Act of 1964;
7. Section 504 of the Rehabilitation Act of 1973, as amended and 24 CFR Part 8;
8. Westchester County's Affirmative Fair Housing Marketing Plan.
The Developer, Marketing Consultant, Property Manager and/or Marketing Agent must make provision for and describe in the Plan all continuing education efforts and instructions regarding fair housing requirements and objectives will be a continuing part of the agenda of staff meetings and other activities related to the marketing and screening of applicants.

XI. Record Keeping

The Plan must outline retention records related to the marketing of the Housing Development, including:

- A. Copies of all advertising and records of publication dates.
- B. Up-to-date records including all applications for housing units; records documenting the selection process for residents of the Housing Development; resident information; and all records and documents selection or rejections.
- C. All application, inquiries and resident records shall include racial and ethnic data on all applicants and inquirers.
- D. Copies of all records shall be made available to the County's Planning Department

for monitoring purposes, as scheduled and requested – either on-site monitoring at the Developer's, Marketing Consultant's, Property Manager's or Marketing Agent's Office, or submitted directly to the County.

- E. These records must be kept on file at the Developer's, Marketing Consultant's, Property Manager's and/or Marketing Agent's office, and at the Housing Development-specific Marketing Office, if applicable. If the Marketing Consultant's role in marketing the Housing Development is limited to the initial sale or lease of the Housing Development, the records should be transferred to the Developer's or Property Management Office at the conclusion of the marketing. These records must be retained for a minimum period of 6 years, in accordance with the New York State Records Law, after the issuance of a certificate of occupancy on a homeownership unit or for a rental Housing Development.

XII. Continued Compliance and Modification of the Plan

The Plan shall state that the Developer, Marketing Consultant, Property Manager and/or Marketing Agent, if applicable, are responsible for implementing the entirety of the Plan, as approved by the County. The Plan should also state that the Marketing Consultant, Developer, Property Manager and/or Marketing Agent further agree to comply with any changes required by County to the Housing Development Plan, as it may be amended from time to time to assure continued compliance with federal and state requirements. Any changes will require that the Developer submit an amended Plan to the County for approval. The Marketing Consultant, Developer, Property Manager and Agent will implement such amended on a going forward basis.

XIII. Signature

The Plan must be signed by an authorized official of the sponsoring or ownership organization, the Developer, the Marketing Consultant, and, if a Marketing Agent or Property Management agency is to be involved, by these entities as well. The signatories assume responsibility for the Plan's implementation and agree to make any changes which may be required to assure continued compliance with affirmative fair housing marketing regulations (CFR 200.620). These requirements are to be incorporated in any future agreements related to the sale or transfer of the housing binding a new or subsequent owner.

XIV. Sample Appendices

- A. Summary Demographic Charts for the Local Market Area and the 9-County Marketing & Outreach Area
- B. Demographic Profiles of the 9-County Marketing and Outreach Area
- C. Homeownership Counseling Agencies for Marketing to General Populations.

including LLA

- D. Community Contacts that Serve the Disabled Community
- E. Community Contacts for Marketing to LLA Populations
- F. Maps of Local Market Area and Marketing and Outreach Area
- G. Sample Letter to Contacts
- H. Sample Advertisement
- I. Applicant/Inquirer Datasheet
- J. Staff Affirmative Action Equal Opportunity Acknowledgement
- K. AFHMP Schedule

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



641023363DED004S

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC Phone: 914-250-2400
Address 1: 222 Bloomingdale Road Fax:
Address 2: Email: aruano@benchmarkta.com
City/State/Zip: White Plains NY 10605 Reference for Submitter: BTA81157-E

Document Details

Control Number: **641023363** Document Type: **Deed (DED)**
Package ID: 2024022100134001005 Document Page Count: **5** Total Page Count: **7**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: WESTCHESTER COUNTY OF - Other
2:

2nd PARTY

1: WARBURTON AVE HOUSING DEVELOPMENT FUND CO INC - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 305 WARBURTON AVENUE Tax Designation: 2-2116-32
City/Town: YONKERS Village:

Cross- References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

1: RP-5217 2: TP-584

Recording Fees

Statutory Recording Fee: \$40.00
Page Fee: \$30.00
Cross-Reference Fee: \$0.00
Mortgage Affidavit Filing Fee: \$0.00
RP-5217 Filing Fee: \$250.00
TP-584 Filing Fee: \$5.00
RPL 291 Notice Fee: \$0.00
Total Recording Fees Paid: **\$325.00**

Transfer Taxes

Consideration: \$10.00
Transfer Tax: \$0.00
Mansion Tax: \$0.00
Transfer Tax Number: 13362

Mortgage Taxes

Document Date:
Mortgage Amount:

Basic: \$0.00
Westchester: \$0.00
Additional: \$0.00
MTA: \$0.00
Special: \$0.00
Yonkers: \$0.00
Total Mortgage Tax: **\$0.00**

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/09/2024 at 12:15 PM
Control Number: **641023363**
Witness my hand and official seal

Timothy C. Idoni

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☒ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD

WHITE PLAINS, NY 10605

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

641023363DED004S

Westchester County Recording & Endorsement Page

Document Details

Control Number: 641023363

Document Type: Deed (DED)

Package ID: 2024022100134001005

Document Page Count: 5

Total Page Count: 7

Properties Addendum

309 Warburton Avenue 10701 Yonkers 2-2116-28

254 Woodworth Avenue 10701 Yonkers 2-2116-18

Record and Return to:

Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210
Attn: Christopher N. Ollinick, Esq.

Section: 2
Block: 2116
Lots: 18, 28, and 32
County: Westchester

**BARGAIN AND SALE DEED
WITHOUT COVENANTS AGAINST GRANTOR'S ACTS**

THIS INDENTURE, made as of the 22nd day of May, 2024, by and between

COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office and place of business at 148 Martine Avenue, White Plains, New York 10601, party of the first part, and **WARBURTON AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a not-for-profit corporation duly organized and existing under the laws of the State of New York and having an address at 1000 University Avenue, Suite 500, Rochester, New York 14607, party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second party forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon if any, erected, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, known and designated on the City of Yonkers Tax Map as Section 2 Block 2116 Lots 18, 28, and 32, all as more fully set forth in Schedule "A" which is attached hereto and made a part hereof.

BEING and intended to be the same premises conveyed to the party of the first part by deed from 13 Stewart Place LLC and deed from Center for Urban Rehabilitation and Empowerment (C.U.R.E.) Inc. both of even date herewith and recorded on even date herewith in the Office of the Clerk of the County of Westchester which conveyance from Center for Urban Rehabilitation and Empowerment (C.U.R.E.) Inc. was approved by the Office of the Attorney General of the State of New York on the 22nd day of May, 2024.

SUBJECT TO all easements, restrictions, covenants and conditions of record affecting the premises,

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above-described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, subject to the following:

This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants recorded on even date herewith in the Westchester County Clerk's Office Land Records Division("Declaration"). The Declaration runs with the land and binds the property, and is enforceable against the property's owner, any subsequent owners and all of their respective legal representatives, executors, administrators, heirs, successors and assigns. The Declaration shall inure to the benefit of and be enforceable by the County of Westchester ("County") until the expiration of the fifty (50) year Period of Affordability, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Period of Affordability without the written permission of the County. The Declaration shall survive any foreclosure or the issuance of a deed in lieu of foreclosure and shall not terminate until the expiration of the Period of Affordability, without the express written consent of the County.


AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

[The remainder of this page is intentionally left blank]

[Signature page follows]

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

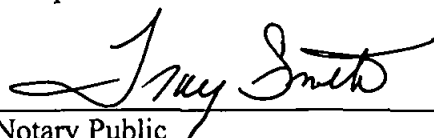
COUNTY OF WESTCHESTER

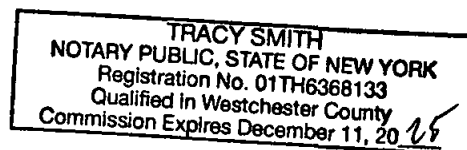
By: 
George Latimer
Westchester County Executive

This conveyance was authorized by Act No. 2-2024 of the Westchester County Board of Legislators on the 22nd day of January, 2024 and the Westchester County Board of Acquisition and Contract on the 14th day of March, 2024.

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

On the 11th day of May in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared George Latimer, 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 upon behalf of which the individual acted, executed the instrument.


Notary Public



SCHEDULE "A"

Parcel 1

AMENDED March 19, 2024

Blk 2116 Lot 32

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Warburton Avenue which point is distant 182.76 feet southerly, as measured along same, from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 56.70 feet to the division line between land now or formerly of Mary Gaines and the premises herein described;

THENCE along said division line North 81 degrees 50 minutes 08 seconds West 100.82 feet to the division line between land now or formerly of Adriana Glabikowski and premises herein described;

THENCE along said division line and continuing along the westerly boundary line of the herein described premises North 08 degrees 09 minutes 55 seconds East 72.23 feet to the division line between land now or formerly of Center for Urban Rehabilitation and Empowerment, Inc., and premises herein described;

THENCE along said division line South 73 degrees 04 minutes 37 seconds East 101.93 feet to the point and place of BEGINNING.

Parcels 13 & 14

Amended March 29, 2024

Blk 2116 Tax lot 18 and 28

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Warburton Avenue which point is distant 95.92 feet southerly, as measured along same, from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Warburton Avenue;

THENCE along the same South 08 degrees 05 minutes 15 seconds West 86.84 feet to the division line between lands now or formerly of Center for Urban Rehabilitation and Empowerment, Inc. and land now or formerly of 13 Stewart Place LLC;

THENCE along said division line North 73 degrees 04 minutes 37 seconds West 203.10 feet to the easterly side of Woodworth Avenue;

THENCE along the same North 09 degrees 50 minutes 10 seconds East 25.22 feet to land now or formerly of 308 E. 151 Street Realty corp.

THENCE along lands of 308 E. 151 Street Realty Corp., South 73 degrees 04 minutes 37 seconds East 100.68 feet and North 08 degrees 43 minutes 41 seconds East 45.90 feet to lands now or formerly of the City of Yonkers;

THENCE along same South 81 degrees 54 minutes 45 seconds East 99.93 feet to the westerly side of Warburton Avenue and the point and place of BEGINNING.

EXHIBIT E

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.



641493599DLR003E

Westchester County Recording & Endorsement Page

Submitter Information

Name: Benchmark Title Agency LLC
Address 1: 222 Bloomingdale Road
Address 2:
City/State/Zip: White Plains NY 10605

Phone: 914-250-2400
Fax:
Email: aruano@benchmarkta.com
Reference for Submitter: BTA81157-E

Document Details

Control Number: **641493599**

Document Type: **Declaration (DLR)**

Package ID: 2024022100134001005

Document Page Count: **15**

Total Page Count: **17**

Parties

☐ Additional Parties on Continuation page

1st PARTY

1: Warburton Ave Housing Development Fund Co II - Other
2:

2nd PARTY

1: Warburton Ave Apartments LLC - Other
2:

Property

☒ Additional Properties on Continuation page

Street Address: 305 Warburton Avenue
City/Town: YONKERS

Tax Designation: 2-2116-32
Village:

Cross-References

☐ Additional Cross-Refs on Continuation page

1: 2: 3: 4:

Supporting Documents

Recording Fees

Statutory Recording Fee:	\$40.00
Page Fee:	\$80.00
Cross-Reference Fee:	\$0.00
Mortgage Affidavit Filing Fee:	\$0.00
RP-5217 Filing Fee:	\$0.00
TP-584 Filing Fee:	\$0.00
RPL 291 Notice Fee:	\$0.00
Total Recording Fees Paid:	\$120.00

Transfer Taxes

Consideration:	\$0.00
Transfer Tax:	\$0.00
Mansion Tax:	\$0.00
Transfer Tax Number:	

Mortgage Taxes

Document Date:	
Mortgage Amount:	
Basic:	\$0.00
Westchester:	\$0.00
Additional:	\$0.00
MTA:	\$0.00
Special:	\$0.00
Yonkers:	\$0.00
Total Mortgage Tax:	\$0.00

Dwelling Type: Exempt: ☐
Serial #:

RECORDED IN THE OFFICE OF THE WESTCHESTER COUNTY CLERK



Recorded: 07/09/2024 at 12:15 PM
Control Number: **641493599**
Witness my hand and official seal

Timothy C. Idoni
Westchester County Clerk

Record and Return To

☐ Pick-up at County Clerk's office

BENCHMARK TITLE AGENCY LLC
222 BLOOMINGDALE ROAD

WHITE PLAINS, NY 10605

The Office of the Westchester County Clerk: This page is part of the instrument; the County Clerk will rely on the information provided on this page for purposes of indexing this instrument. To the best of submitter's knowledge, the information contained on this Recording and Endorsement Cover Page is consistent with the information contained in the attached document.

641493599DLR003E

Westchester County Recording & Endorsement Page

Document Details

Control Number: **641493599**

Document Type: **Declaration (DLR)**

Package ID: 2024022100134001005

Document Page Count: 15

Total Page Count: 17

Properties Addendum

317 Warburton Avenue 10701	YONKERS	2-2116-27
319 Warburton Avenue 10701	YONKERS	2-2116-26
321 Warburton Avenue 10701	YONKERS	2-2116-24
32 Point Street 10701	YONKERS	2-2116-22
250 Woodworth Avenue 10701	YONKERS	2-2116-17
248 Woodworth Avenue 10701	YONKERS	2-2116-16
255 Woodworth Avenue 10701	YONKERS	2-2115-34
253 Woodworth Avenue 10701	YONKERS	2-2115-35
247 Woodworth Avenue 10701	YONKERS	2-2115-36
249 Woodworth Avenue 10701	YONKERS	2-2115-37
247 Woodworth Avenue 10701	YONKERS	2-2115-38
309 Warburton Avenue 10701	YONKERS	2-2116-28
254 Woodworth Avenue 10701	YONKERS	2-2116-18
262-A Woodworth Avenue 10701	YONKERS	2-2116-21

BT81157
Westchester

DECLARATION OF INTEREST AND NOMINEE AGREEMENT

THIS DECLARATION OF INTEREST AND NOMINEE AGREEMENT ("Agreement") is made this 22nd day of May, 2024, by and between **WARBURTON AVENUE HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation organized pursuant to Article XI of the Private Housing Finance Law of the State of New York ("Article XI") and Section 402 of the Not-for-Profit Corporation Law of the State of New York, having its office c/o Conifer Realty, LLC, 1000 University Ave., Ste. 500, Rochester, New York 14607 (the "HDFC") and **WARBURTON AVENUE APARTMENTS, LLC**, a New York limited liability company, having its office c/o Conifer Realty, LLC, 1000 University Ave., Ste. 500, Rochester, New York 14607 (the "Beneficial Owner").

WITNESSETH:

WHEREAS, on or about the date hereof, a fee interest in the premises to be known as James L. Simmons Senior Apartments which comprises various parcels, all located in Westchester County, New York and further described in Schedule A and Schedule A-1 annexed hereto and made a part hereof (the "Property") has been acquired by the HDFC pursuant to multiple deeds to be recorded in the Westchester County Clerk's Office, solely as nominal legal or record title holder on behalf of the Beneficial Owner, for the development on the Property of a residential rental project for persons and families of low-income (the "Project") in accordance with Article XI; and

WHEREAS, the Beneficial Owner and the HDFC will lease the Property and the Project to the City of Yonkers Industrial Development Agency (the "IDA"), a public benefit corporation of the State of New York, pursuant to a lease dated as of May 22, 2024 (the "Company Lease Agreement") and the IDA will sublease the Property and the Project back to the Beneficial Owner and the HDFC pursuant to a sublease dated as of May 22, 2024 (the "Lease and Project Agreement"); and

WHEREAS, a portion of the development of the Project will be financed by certain other loans made or to be made to the Beneficial Owner (collectively, the "Loans"); and

WHEREAS, the Beneficial Owner and the HDFC desire that the HDFC hold legal or record fee title and legal or record subleasehold title to the Property solely as nominee on behalf of the Beneficial Owner, with the Beneficial Owner retaining all of the equitable and beneficial ownership of the fee interest and subleasehold interest in the Property and the Project; and

WHEREAS, the HDFC is authorized to hold legal or record title and legal or record subleasehold title to the Property on behalf of and as nominee of the Beneficial Owner, and the Beneficial Owner shall possess the entire equitable and beneficial fee and subleasehold ownership of the Property and the Project; and

WHEREAS, the parties desire to set forth their agreement and understanding concerning all of the foregoing.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), as well as other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The HDFC's acceptance of the deeds and sublease to the Property and its acquisition and holding of legal or record fee title and legal or record subleasehold title to the Property and the Project were each and all effected and performed by the HDFC solely as a nominee of, and on behalf of, the Beneficial Owner. Although the HDFC will hold record fee title and record subleasehold title to the Property and the Project such title shall only be held as nominee legal or record titleholder and nominee legal or record subleasehold titleholder on behalf of the Beneficial Owner. As a result, the parties hereby acknowledge and agree that the Beneficial Owner possesses all of the equitable and beneficial interest and equitable and beneficial subleasehold interest in the Property and will possess all the equitable and beneficial interest in the Project such that the Beneficial Owner, and not the HDFC, shall have an:

(a) unconditional obligation to bear the economic risk of depreciation and diminution in value of the Property and the Project due to obsolescence or exhaustion, and shall bear the risk of loss if the Project is destroyed or damaged;

(b) unconditional and exclusive right to receive all economic benefits associated with the Property and the Project (i.e., appreciation and increase in value), including the right to retain all of the net proceeds from any sale or refinancing of the Property and the Project;

(c) unconditional obligation to keep the Property and the Project in good condition and repair;

(d) unconditional and exclusive right to the possession of the Property and the Project;

(e) unconditional obligation to maintain insurance coverage on, and such reserves with respect to, the Property and the Project as may be required by the partners or members, as applicable, of the Beneficial Owner and/or any mortgage lenders with respect to the Property and the Project which coverage shall include the mortgage lenders and the HDFC as additional insureds;

(f) unconditional obligation to pay all taxes levied on, and assessments made with respect to the Property and the Project, as well as the right to challenge such taxes and assessments and receive refunds;

(g) unconditional and exclusive right to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions and the right to claim the low-income housing tax credit described in Section 42 of the Internal Revenue Code of 1986, as amended, and the right to amortize capital costs and to claim any other federal or state tax benefits attributable to the Project;

(h) unconditional and exclusive right to receive rental and any other income or profits from the operation of the Property and the Project;

(i) unconditional obligation to pay for all of the capital investment in the Property and the Project;

(j) unconditional obligation to pay for all maintenance and operating costs in connection with the Property and the Project;

(k) unconditional and exclusive right to include all income earned from the operation of the Property and the Project and claim all deductions and credits generated with respect to the Property and the Project on its annual federal, state and local tax returns;

(l) unconditional and exclusive right to enter into and to grant any and all easements in connection with the development and operation of the Property;

(m) unconditional and exclusive right to develop, lease, sell, operate and manage the Property and Project and the obligations to pay for all costs related thereto; and

(n) unconditional and exclusive right to develop residential units in the Project and to operate and manage the Property and the Project in accordance with this Agreement and any and all documents executed in connection with the financing, development, operation and management of the Property and the Project, as such documents may be amended from time to time (the "Project Documents").

2. The HDFC hereby agrees at the direction of the Beneficial Owner to execute any and all documents necessary to grant to the financial institution or institutions making Loans to the Beneficial Owner a mortgage or mortgages and any similar security interests on the Property and the Project, as well as any documents reasonably required by the Beneficial Owner to be executed by the HDFC in connection with the development of the Property and the operation and management of the Project, provided that the HDFC shall execute such documents for the sole purpose of encumbering its interest in the Property and the Project, and provided further that all such mortgages and notes secured by such mortgages shall be non-recourse to the HDFC and the only recourse for satisfaction of any obligations of the HDFC thereunder shall be to the HDFC's interest in the Property. Upon the reasonable request of the Beneficial Owner, the HDFC shall notify all third parties that pursuant to this Agreement, the HDFC is acting solely as nominee of the Beneficial Owner with respect to the Property and the Project. The HDFC shall provide the Beneficial Owner with evidence of such notification reasonably satisfactory to the Beneficial Owner. The HDFC shall also obtain any written acknowledgments which are necessary and advisable from all interested third parties with respect to the HDFC holding fee and subleasehold title to the Property and the Project as nominee of the Beneficial Owner. In addition thereto, it shall be in the sole and absolute discretion of the Beneficial Owner to assign, encumber, transfer or sell the Property and the Project or any portion thereof or interest therein or any right or indicia of ownership in connection therewith, and any such assignment, encumbrance, transfer or sale shall not require any consent, approval or other action by the HDFC; provided, however that the HDFC hereby agrees that it shall execute and deliver any such documents, agreements, instruments

or information as shall be reasonably requested by the Beneficial Owner in connection with any such assignment, encumbrance, transfer or sale.

3. The HDFC covenants and agrees to perform all acts reasonably requested by the Beneficial Owner in regard to or arising from the ownership, management and operation of the Property.

4. The Beneficial Owner shall fully protect, defend, indemnify, and hold the HDFC, its members, officers, directors, shareholders, agents and employees (each an "Indemnified Party") harmless from and against any and all liabilities, obligations, claims, causes of actions, judgments, damages, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whether incurred in disputes, both litigated and non-litigated, with the Beneficial Owner or with third parties (collectively, "Claims") arising out of or in any way relating to (a) ownership of the Property from and after the date of transfer of title to the Property to the HDFC, (b) the Project and the Project Documents, (c) the use or occupancy of the Project, (d) this Agreement or (e) the enforcement of any obligation under any policy of insurance or indemnity provision provided in the Project Documents, except if arising in any way from the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnification shall include, but shall not be limited to the Beneficial Owner's primary obligation to defend, indemnify and hold harmless the Indemnified Parties from and against all Claims, whether or not groundless, on its own behalf and on behalf of all additional insureds, and indemnification for Claims resulting from any (i) accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways including, without limitation, environmental claims; (ii) use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) failure on the part of the Beneficial Owner to perform or comply with any of the terms of the Project Documents or any applicable law, rule or regulation; (iv) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (v) defect in the construction or condition or characteristics of the Property or the Project, whoever and whatever the cause; or (vi) the issuance, marketing, sale and resale of the bonds issued in connection with the finance of the Project or any certifications or representations made by any person other than an Indemnified Party in connection therewith.

5. The HDFC shall hold any policy of insurance with respect to the Property and the Project, including all proceeds thereof, as nominee for the benefit of the Beneficial Owner. Upon receipt, the HDFC shall cause such proceeds to be immediately transferred to the Beneficial Owner or deposited into the Beneficial Owner's account. In the event there is an action in eminent domain, any award in respect thereof shall be received by the HDFC, as nominee for the benefit of the Beneficial Owner. The HDFC will make all reasonable efforts to ensure that all proceeds awarded by the governmental authority are paid directly to the Beneficial Owner. The HDFC shall make no settlement in respect of casualty or eminent domain without the express written consent of the Beneficial Owner;

6.

(a) Subject to any requirements of the Project Documents, the HDFC's Certificate of Incorporation, and the Not-for-Profit Corporations Law of the State of New York, the HDFC hereby irrevocably and unconditionally agrees, promptly upon the request of the Beneficial Owner, in each instance, and at the Beneficial Owner's expense, (i) to execute and deliver to the Beneficial Owner (y) deeds (collectively, the "Deed") and (z) an assignment of the Company Lease and Lease and Project Agreement (the "Assignment"), each in proper recordable form transferring and conveying to the Beneficial Owner all of the HDFC's right, title and interest in and to the Property, (ii) to execute and deliver all agreements, documents and instruments necessary or advisable to effect any benefits arising in connection with the Project and any other government agency which may confer benefits to the Project or Property, as applicable, and (iii) to execute and deliver to the Beneficial Owner any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property.

(b) The HDFC hereby unconditionally and unequivocally constitutes and appoints the Beneficial Owner to be its lawful and true agent and attorney-in-fact coupled with an interest, with full power of substitution to execute and/or record (i) the Deed, the Assignment and any other documents or instruments required to convey the Property on behalf of the HDFC, (ii) any certificate sale documents, as applicable, and (iii) any other documents or instruments required for the permitting, construction, maintenance, operation and/or financing of the Property (items (i) – (iii) collectively referred to herein as the "Operational Documents") in the name, place and stead of the HDFC with the same force and effect as if the Operational Documents were executed and/or recorded by the HDFC. This power of attorney to act shall be effective only if the Beneficial Owner has requested that the HDFC execute and deliver such document or instrument and the HDFC has failed to do so within thirty (30) days of such request or such lesser time period as may be reasonably necessary. The parties agree that the HDFC's failure to comply with the provisions of this Section shall cause irreparable harm to the Beneficial Owner for which no adequate remedy at law will be available and, in addition to any other available remedies, the Beneficial Owner shall be entitled to the right of specific performance in the event of a breach by the HDFC of the provisions of this Section.

6. The Beneficial Owner and the HDFC, on behalf of themselves and their respective successors and assigns, hereby jointly and severally represent, warrant, acknowledge, covenant and agree as follows:

(a) So long as the HDFC shall hold legal title to the Property, the Beneficial Owner shall have complete and exclusive possession and control of the Property and the Project, and the HDFC shall not have any right to possess or control the Property and the Project;

(b) The Beneficial Owner is the "owner" and the HDFC is not in any respects an "owner," as such term is defined in Section 2 of the New York Lien Law and for federal tax purposes, with respect to the Property;

(c) The HDFC is not, and shall not be, entitled to receive any proceeds of any of the Loans to the Beneficial Owner and/or otherwise have any rights, title, interests or benefits from, of, to and/or under any of the Loans;

(d) Unless specifically authorized by the Beneficial Owner, the HDFC shall not have any power, right and/or authority to encumber, lien, and/or create or grant any rights and/or interests in or to the Property or the Project, and/or any part or parts thereof, and any encumbrance, lien, right and/or interest purported to be created, granted, permitted and/or resulting from any action of the HDFC in connection with the Property and the Project and/or any part or parts thereof shall be void, unenforceable and of no effect whatsoever and shall not be binding in any manner upon the Beneficial Owner;

(e) The HDFC shall not have any power, right and/or authority to employ, and/or agree to employ, any persons and/or entities in connection with and/or with respect to the Property, the Project, and/or any part or parts thereof and/or to purchase, and/or agree to purchase any goods, materials and/or services in connection with any of the Property, the Project and/or any part or parts thereof, and any such employment, purchase and/or agreement to employ or purchase purported to be made by the HDFC shall be void, unenforceable and of no force or effect and shall not be binding upon the Beneficial Owner;

(f) The HDFC shall, at the Beneficial Owner's request and at the Beneficial Owner's sole cost and expense, join in and be a party to any legal action or proceeding commenced against or relating to the Property or the Project;

(g) The HDFC and the Beneficial Owner each have full power and authority to enter into this Agreement and to comply with all of the terms, provisions and conditions contained in this Agreement; and

(h) Neither the execution, delivery or recording of this Agreement, nor the fulfillment of or compliance with the terms, conditions or provisions of this Agreement, conflicts with, violates or results in a breach of the terms, conditions or provisions of any agreement, instrument, law, rule or regulation of which the HDFC and/or the Beneficial Owner is now a party or by which either or both may be bound or affected or results in the creation of any lien, charge or encumbrance upon the Property, the Project and/or any part or parts thereof.

7. Miscellaneous Provisions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) If any provision of this Agreement shall be or become invalid under any provision of federal, state, or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

(c) This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof, and no amendment, change or modification shall be effective unless in writing and signed by the parties hereto.

(d) No party may assign this Agreement, or its rights and/or obligations hereunder, without the express written consent of the other parties.

(e) The waiver of a breach of any provision of this Agreement by any party shall not operate or be construed as a waiver of any subsequent breach.

(f) Unless otherwise specified, notices or consents required to be given by any party to the others under this Agreement shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or overnight mail to the undersigned representative of the recipient at its address first stated above, or as changed pursuant to a notice served as prescribed by this Section. Such notices shall be deemed to be effective on the date when they are mailed or personally delivered. Copies of any notices, statements or communications received by the HDFC as holder of record fee and subleasehold title to the Property and/or the Project shall be promptly delivered to the Beneficial Owner.

(g) No party is authorized to act as agent for the other or to incur any liability or dispose of any assets in the name of or on behalf of the others unless provided in this Agreement or specifically authorized by the party which will be responsible for the obligation.

(h) Nothing in this Agreement shall confer any rights upon any person other than the Beneficial Owner and the HDFC and their permitted successors and/or assigns; provided that, in connection with the financing, development, operation or management of the Property, any third party may rely on this Agreement with respect to the rights and obligations of the Beneficial Owner and the HDFC hereunder.

(i) Notwithstanding anything contained herein to the contrary, if there is an event of default under any Government Financing Document, as defined below, the HDFC shall have the right to enter the Property and the Project and to take such actions with respect to the Property and the Project as may be necessary to cure the default as agent for, and on behalf of, the Beneficial Owner, provided that neither the Beneficial Owner nor any party providing financing to the Project is diligently acting to cure such default. For purposes of this subsection, "Government Financing Document" shall mean any city, county, state or federal mortgage, regulatory agreement or financing commitment.

(j) The closing of the transactions contemplated in this Agreement shall be contingent upon the admission of RSE Warburton, LLC Red Stone Equity Manager, LLC (the "Investor") as partners or members, as applicable, of the Beneficial Owner.

(k) For any period of time during which Investor or an affiliate thereof is a member of the Company (i) this Agreement may not be terminated or amended without the written consent of the Investor and (ii) any notice of default under this agreement shall be provided to the Investor. Copies of any such notices sent to the Investor shall also be sent to: Nixon Peabody LLP, Exchange Place, 53 State Street, Boston, MA 02109-2835, Attention: Roger W. Holmes, Esq.

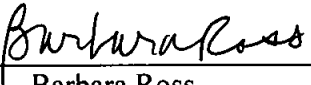
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IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Interest and Nominee Agreement as of the date and year first written above.

Warburton Avenue Apartments, LLC

By: Warburton Avenue Apartments Managing
Member, LLC

By: Conifer Realty, LLC


By: Barbara Ross
Chief Administrative Officer

**Warburton Avenue Housing Development Fund
Company, Inc.**

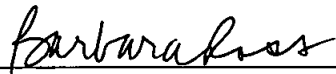
By: Brian Ivy
Secretary

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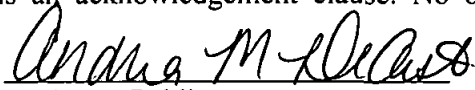
By: Barbara Ross
Chief Administrative Officer

**Warburton Avenue Housing Development Fund
Company, Inc.**

By: Brian Ivy
Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF MONROE)

On the 16th day of May, 2024, before me, the undersigned, a Notary Public in and or said State, personally appeared BARBARA ROSS, 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 upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.



Notary Public

Commission Expires:

STATE OF NEW YORK)
) SS:
COUNTY OF MONROE)

ANDREA M. DECASTRO
Notary Public - State of New York
No. 01DE6173443
Qualified in Monroe County
My Commission Expires August 27, 2027

On the ____ day of May, 2024, before me, the undersigned, a Notary Public in and or said State, personally appeared BRIAN IVY, 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 upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.

Notary Public

Commission Expires:



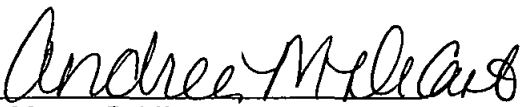
STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and or said State, personally appeared BARBARA ROSS, 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 upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.

Notary Public
Commission Expires:

STATE OF NEW YORK)
) SS:
COUNTY OF MONROE)

On the 17th day of May, 2024, before me, the undersigned, a Notary Public in and or said State, personally appeared BRIAN IVY, 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 upon behalf of which the individual acted, executed the instruments. This is an acknowledgement clause. No oath or affirmation was administered to signer.



Notary Public
Commission Expires:

ANDREA M. DECASTRO
Notary Public - State of New York
No. 01DE6173443
Qualified in Monroe County
My Commission Expires August 27, 2027



SCHEDULE A

AMENDED 4/3/2024

As to Parcels 1 thru 7 and 13 thru 15:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Point Street and the westerly side of Warburton Avenue;

THENCE along the westerly side of Warburton Avenue, South 08 degrees 05 minutes 15 seconds West, 239.46 feet to land now or formerly of Mary Gains;

THENCE along lands now or formerly of Mary Gains, North 81 degrees 50 minutes 08 seconds West, 100.82 feet to lands now or formerly of Adriana Glabikowski;

THENCE along lands now or formerly of Adriana Glabikowski, the following two courses and distances:

1. North 08 degrees 09 minutes 55 seconds East, 24.98 feet
2. North 81 degrees 55 minutes 16 seconds West, 99.99 feet to the easterly side of Woodworth Avenue;

THENCE along the same, the following two (2) courses and distances:

1. North 08 degrees 09 minutes 55 seconds East, 62.81 feet; and
2. North 09 degrees 50 minutes 10 seconds East, 25.22 feet to land now or formerly of 308 E. 151 Street Realty Corp.;

THENCE along said lands, the following three courses and distances:

1. South 73 degrees 04 minutes 37 seconds East, 100.68 feet
2. North 08 degrees 43 minutes 41 seconds East, 102.06 feet; and
3. North 73 degrees 16 minutes 30 seconds West, 98.64 feet to the easterly side of Woodworth Avenue

THENCE along the same, North 09 degrees 50 minutes 10 seconds East, 55.00 feet to the southerly side of Point Street;

THENCE along the same, South 73 degrees 09 minutes 55 seconds East, 197.45 feet to the point or place of **BEGINNING**.

TOGETHER WITH the benefits of a Boundary Line and Easement Agreement made by and among Warburton Avenue Housing Development Fund Company, Inc., Warburton Avenue Apartments, LLC and 308 E. 151 Street. Realty Corp dated 5/22/2024 and to be recorded in the Clerk's Office.

As to Parcels 8 thru 12:

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester, State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Woodworth Avenue where the same is intersected by the division line between lands now or formerly of Adelaida Ortiz on the north and lands now or formerly of the City of Yonkers on the south; which point is distant 149.24 feet South from the corner formed by the intersection of the southerly side of Point Street and the westerly side of Woodworth Avenue;

THENCE along the westerly side of Woodworth Avenue, the following two (2) courses and distances:

1. South 09 degrees 50 minutes 10 seconds West, 32.44 feet; and
2. South 08 degrees 09 minutes 55 seconds West, 93.34 feet to lands now or formerly of Julio Gonzalez;

THENCE along said land North 81 degrees 50 minutes 05 seconds West, 100.49 feet to lands now or formerly of Pointe and Ravine LLC;

THENCE along said lands North 08 degrees 09 minutes 55 seconds East, 48.83 feet to lands now or formerly of Nicholas Justine Realty, Inc.

THENCE along said lands, South 81 degrees 50 minutes 05 seconds East, 10.05 feet;

THENCE continuing along said lands of Justine Realty Inc. and continuing along lands now or formerly of Hang Wang, North 08 degrees 09 minutes 55 seconds East, 57.36 feet and North 73 degrees 44 minutes 47 seconds West, 9.02 feet to lands now or formerly of Jennifer A. Perry;

THENCE along said lands, North 09 degrees 50 minutes 05 seconds East, 33.47 feet to lands now or formerly of Adelaida Ortiz;

THENCE along the same, South 73 degrees 09 minutes 55 seconds East, 100.40 feet to the point or place of **BEGINNING**.

SCHEDULE A-1

Parcel & Address List

Parcel #	SBL	Address	Owner
1	2-2116-32	305 Warburton Ave	13 Stewart Place, LLC
2	2-2116-27	317 Warburton Ave	City of Yonkers
3	2-2116-26	319 Warburton Ave	City of Yonkers
4	2-2116-24	321 Warburton Ave	City of Yonkers
5	2-2116-22	32 Point St	City of Yonkers
6	2-2116-17	250 Woodworth Ave	City of Yonkers
7	2-2116-16	248 Woodworth Ave	City of Yonkers
8	2-2115-34	255 Woodworth Ave	City of Yonkers
9	2-2115-35	253 Woodworth Ave	City of Yonkers
10	2-2115-36 (fka part of Lot 35)	247 (aka 251) Woodworth Ave	City of Yonkers
11	2-2115-37	249 Woodworth Ave	City of Yonkers
12	2-2115-38	247 Woodworth Ave	City of Yonkers
13	2-2116-28	309 Warburton Ave	CURE Development
14	2-2116-18	254 Woodworth Ave	CURE Development
15	2-2116-21	262-A Woodworth Ave	City of Yonkers

R+R:

Christine Saj, Paralegal
Cannon Heyman & Weiss, LLP
726 Exchange Street, Suite 500
Buffalo, New York 14210

EXHIBIT F

Warburton Avenue Housing Development Fund Company, Inc.
1000 University Avenue, Suite 500
Rochester, New York 14607

**Re: Site Access to Perform Brownfield Cleanup Program Work
Warburton Dry Cleaners Site
C360227**

Two Whom It May Concern:

Warburton Avenue Apartments, LLC (the "Volunteer") is the current Volunteer for the Brownfield Cleanup Program Project located at p/o 305 Warburton Ave, p/o 248 Woodworth Ave, p/o 255 Woodworth Avenue, 309-321 Warburton Ave, 247-262A Woodworth Ave and 32 Point Street, Yonkers, New York 10701, known as the Warburton Dry Cleaners Site, DEC Site Code: C360227 (the "BCP Site"). Warburton Avenue Housing Development Fund Company, Inc. ("HDFC") is the nominal fee owner of the aforementioned property that makes up the BCP Site. The Volunteer needs HDFC's written permission below to access the property for the purpose of continuing to perform environmental investigation and remediation work on the BCP Site.

By executing this letter, HDFC has agreed to provide the Volunteer and their consulting firm with access to the BCP Site to complete any investigation and remediation activities required by the New York State Department of Environmental Conservation. In addition, to the extent that HDFC is the title owner of the Site when BCP work is complete, if an environmental easement is required, then HDFC is willing to execute such easement.

Sincerely,

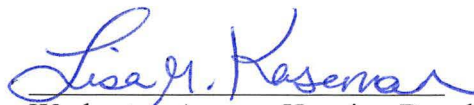


Lisa M. Kaseman, Executive Vice President
Warburton Avenue Apartments, LLC

By: Warburton Avenue Apartments Managing Member, LLC, its managing member,

By: Conifer Realty, LLC, its sole member

As a member of the site owner, I am authorized to grant this temporary license and agree to allow Warburton Avenue Apartments, LLC and its agents to enter the property to perform the BCP Investigation and/or remediation work required.



Warburton Avenue Housing Development
Fund Company, Inc.

Name: Lisa M. Kaseman

Title: Vice President

EXHIBIT G

WRITTEN CONSENT

The undersigned, being the Chief Executive Officer of Conifer Realty, LLC, the Sole Member of Warburton Avenue Apartments Managing Member, LLC, which is the managing member of Warburton Avenue Apartments, LLC does hereby certify as follows:

1. Warburton Avenue Apartments, LLC, is the beneficial owner and current Volunteer of the Brownfield Cleanup Program (BCP) Site located at 305 Warburton Ave (2-2116-32), 309 Warburton Ave (2-2116-28), 317 Warburton Ave (2-2116-27), 319 Warburton Ave (2-2116-26), 321 Warburton Ave (2-2116-24), 32 Point St (2-2116-22), 262-A Woodworth Ave (2-2116-21), 254 Woodworth Ave (2-2116-18), 250 Woodworth Ave (2-2116-17), 248 Woodworth Ave (2-2116-16), 255 Woodworth Ave (2-2115-34), 253 Woodworth Ave (2-2115-35), 247 Woodworth Ave (2-2115-36), 249 Woodworth Ave (2-2115-37) and 247 Woodworth Ave (2-2115-28), Yonkers, New York 10701, known as the Warburton Dry Cleaners Site, Site No.: C360227 (collectively the "BCP Site").


2. The following person, Lisa M. Kaseman, the Executive Vice President of Conifer Realty, LLC, the Sole Member of Warburton Avenue Apartments Managing Member, LLC, which is the managing member of Warburton Avenue Apartments, LLC has been authorized to execute any documents required by the New York State Department of Environmental Conservation on behalf of Brownfield Site Volunteer/beneficial owner, Warburton Avenue Apartments, LLC, in relation to the BCP Site.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this 30th day of May 2025.

WARBURTON AVENUE APARTMENTS, LLC

By: Warburton Avenue Apartments Managing Member, LLC,
its managing member,

By: Conifer Realty, LLC, its sole member



Name: William J. Gilbane

Title: Chief Executive Officer