

CITY OF RYE

NOTICE

There will be a Special Meeting of the City Council of the City of Rye on Monday, November 25, 2013, at 8:00 a.m. in Council Chambers at City Hall.

AGENDA

1. Pledge of Allegiance.
2. Roll Call.
3. Authorization for the City Manager to execute, on behalf of the City of Rye, a Payment in Lieu of Tax Agreement (PILOT) between Rye Manor, LLC and the Westchester County Industrial Development Agency (IDA).
Roll Call.
4. Adjournment.

The next regular meeting of the City Council will be held on Wednesday, December 4, 2013 at 8:00 p.m.

** City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under “RyeTV Live”.

* Office Hours of the Mayor by appointment by emailing dfrench@ryeny.gov.



CITY COUNCIL AGENDA

NO. 3

DEPT.: City Manager's Office

DATE: November 25, 2013

CONTACT: Scott Pickup, City Manager

ACTION: Authorization for the City Manager to execute, on behalf of the City of Rye, a Payment in Lieu of Tax Agreement (PILOT) between Rye Manor, LLC and the Westchester County Industrial Development Agency (IDA).

FOR THE MEETING OF:

November 25, 2013

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Mayor and Council authorize the City Manager to execute the PILOT Agreement between Rye Manor, LLC and the Westchester County Industrial Development Agency (IDA).

IMPACT: Environmental Fiscal Neighborhood Other:

BACKGROUND:

Rye Manor LLC has entered into a Contract of Sale with Rye Manor HDFC to acquire and renovate the property. Rye Manor LLC is a single purpose entity created solely for the purpose of the renovation and preservation of Rye Manor as an affordable housing development. The project will be financed through the issuance of tax-exempt bonds to be issued by Westchester County Industrial Development Agency (Westchester IDA), and an allocation of Federal low-income Tax Credits from the New York State Housing Finance Agency (NYS HFA). HUD will be issuing a new 20 year HAP for the project, which will provide additional financial security for the tenants, and a new HUD Use Agreement that will ensure that the property will remain affordable for another 30 years.

Rye Manor LLC proposes to enter a Payment In-lieu of Taxes (PILOT) Agreement with the City with a \$90,000 first year PILOT payment, which would increase at 2.5% per year for the term of the 32 year PILOT. Additionally, they propose to make a one-time Municipal Impact Fee (MIF) payment of \$150,000 to the City, and continue to pay the Special District Taxes.

The Council is asked to authorize the City Manager to enter into the PILOT agreement by executing the following agreements:

- Payment in Lieu of Taxes (PILOT) between the City of Rye, HONY Housing Development Fund Corp. and Rye Manor LLC
- Consent and Termination of Restrictive Covenants and Reverter
- Municipal Impact Fee Agreement
- Intermunicipal Agreement (IMA) between the City of Rye and the Rye City School District for the Apportionment of PILOT payments and the use of the Municipal Impact Fee

See attached: Agreements listed above
Deed
Certificate of Occupancy

**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT) BY AND AMONG
THE CITY OF RYE, HONY HOUSING DEVELOPMENT FUND CORP. AND
RYE MANOR LLC**

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (the “PILOT Agreement” or “Agreement”), dated November ___, 2013, by and among the **CITY OF RYE, NEW YORK**, a New York incorporated municipality, having its principal office located at 1051 Boston Post Road, New York 10580 (the “City”), **HONY HOUSING DEVELOPMENT FUND CORP.**, an Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having an address at 700 White Plains Road, Scarsdale, New York 10583 (the “HDFC”), which HDFC will hold nominal title to the Property (as hereinafter defined) for the benefit of **RYE MANOR LLC**, a New York limited liability company, having an address c/o Mountco Construction and Development Corp., 700 White Plains Road, Suite 363, Scarsdale, New York 10583 (the “Company”).

WHEREAS, the HDFC is or will be the bare legal or record owner, and the Company is or will be the beneficial and equitable owner of certain improved real property located at 300 Theall Road, City of Rye, Westchester County, New York, Tax Map No. Section 146.17, Block 1, Lot 1.1 (the “Property”); and

WHEREAS, the HDFC is a corporation established pursuant to section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

WHEREAS, the HDFC is or will be a member of the managing member of the Company; and

WHEREAS, the HDFC and the Company have each been formed for the purpose of providing residential rental accommodations for senior citizens having household incomes less than or equal to sixty percent (60%) of area median income for Westchester County, adjusted for family size (“AMI”); and

WHEREAS, the Company will own, redevelop, rehabilitate, renovate, maintain and operate a housing project on the Property consisting of approximately 100 dwelling units, not less than 99 of which shall be for senior citizens having household incomes less than or equal to sixty percent (60%) of AMI (sometimes referred to herein as the “Project”); and

WHEREAS, the HDFC’s and the Company’s plan for the use of the Property constitutes a “housing project” as that term is defined in the PHFL; and

WHEREAS, the HDFC is a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

WHEREAS, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local improvements, to the extent of all or a part of the value of the property included in the completed project; and

WHEREAS, the City Council members of the City of Rye, New York, by resolution adopted November, 2013, approved and authorized the execution of this Agreement,

NOW, THEREFORE, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both land and improvements. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by Westchester County ("County"), the City of Rye ("City"), the Rye City School District ("School District") or other taxing jurisdiction. Exclusions from the exemption described herein (in addition to assessments for local improvements) shall include special tax and/or special assessment districts, including, without limitation, special assessments by the Westchester County Sewer and Refuse Districts.

2. This tax exemption will commence on the date the HDFC and Company acquire title to the Property (the "PILOT Commencement Date") and, provided the HDFC and Company are in compliance with Section 4 below, shall continue for a period of thirty-two (32) years from the PILOT Commencement Date. This Agreement shall not limit or restrict the HDFC's or Company's right to apply for or obtain any other tax exemption to which it might be entitled upon the expiration of this Agreement.

3. So long as the exemption hereunder continues, starting on February 28, 2014, the Company shall make annual payments in lieu of taxes ("PILOT") in the amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) ("PILOT Payment"), which amount shall increase two and one half percent (2.5%) each year thereafter, to cover all Local and Municipal Taxes owed in connection with the Property and the Project. Annual PILOT Payments shall be due on February 28 of each calendar year. PILOT Payments shall be mailed via First Class mail through the United States Postal Service to the City of Rye, Attention Tax Collector at 1051 Boston Post Road, Rye, New York 10580. So long as the tax exemption remains in effect, tenant rental charges for restricted units shall not exceed the maximum established or allowed by law, rule or regulation, and the Property shall be operated in conformance with the provisions of Article XI of PHFL.

4. The tax exemption provided by this Agreement will continue for the term described above provided that all units within the Property continue to be used as housing facilities for senior citizens having household incomes less than or equal to sixty (60%) percent of AMI as described herein, and any of the following occur (i) the HDFC and/or the Company operate the Property in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclosure a mortgage upon the Property, and the legal and beneficial interest in the Property shall be acquired at the foreclosure sale or from the mortgagee, or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to Article XI of the PHFL, or by the Federal government or an instrumentality thereof, or by a corporation which is, or by agreement has become subject to the supervision of the superintendent of banks or the superintendent of insurance, such successor in interest shall operate the Property in conformance with Article XI of the PHFL, or otherwise with the consent of the City of Rye and such consent shall not be unreasonably withheld.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes and assessment of interest and penalties to the extent permitted by law. In the event the City commences a proceeding to enforce the provisions of this Agreement, then, in addition to the remedies to which the City shall be entitled, it shall have the right to award reasonable attorney fees. Notwithstanding the above, the City may terminate this Agreement, and the tax exemption shall thereupon terminate, pursuant to Section 6 hereof.

6. This Agreement and the exemption granted hereunder shall terminate pursuant to Section 5 above or in an event of default as follows:

(a) Failure of the Company (or the Company's investor member on its behalf) to pay in full any payment due under this Agreement within thirty (30) days of mailing of written notice by the City stating that said payment is past due.

(b) Failure of the Company (or the Company's investor member on its behalf) to comply with or perform any provision of this Agreement if such failure continues in whole or in part for more than thirty (30) days after mailing of written notice by the City of such failure to comply or perform.

In the event of a default hereunder, in addition to the termination of this Agreement and the tax exemption, the City may exercise any and all rights or remedies permitted by law.

Notwithstanding any provision hereof to the contrary, the mortgagees of record with respect to the Property (the "Lender") shall have an additional period 30 days after the cure periods of the Company set forth in this Section 6 to cure any monetary defaults and an additional period of up to 120 days to cure non-monetary defaults provided that the Lender shall diligently pursue such cure.

7. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery. Copies of notices to the Company shall be provided to First Sterling Financial, Inc., 111 Great Neck Road, Great Neck, New York, New York 11021, and to the Lender at Citi Community Capital, 390 Greenwich Street, 2nd Floor, New York, New York 10013, or such other address as may be designated in writing by the Lender

8. This Agreement shall inure to the benefit of and shall be binding upon the City, the Company and the HDFC and their respective successors and assigns, including the successors in interest of the Company and the HDFC. There shall be no assignment of this Agreement except in accordance with Section 4 hereof or with written consent of the other party, which consent shall not be unreasonably withheld.

9. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that

provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

10. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

11. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.

12. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii) will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the City, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: November ____, 2013

CITY OF RYE, NEW YORK

By: _____

Name: Scott D. Pickup

Title: City Manager

DATED: November ____, 2013

HONY HOUSING DEVELOPMENT FUND
CORP.

By: _____

Name: John Madeo

Title: President

DATED: November ____, 2013

Rye Manor LLC

By: Rye Manor Managers LLC,
its Managing Member

By: HONY Housing Development Fund
Corp.
its Manager

By: _____

Name: John Madeo

Title: President

THIS CONSENT and TERMINATION of RESTRICTIVE COVENANTS and REVERTER ("Termination"), dated as of the ____ day of November, 2013, made by THE CITY OF RYE, NEW YORK, a municipal corporation, with offices located at 1051 Boston Post Road, New York 10580 (the "City").

WHEREAS, the City conveyed the property located at 300 Theall Road, City of Rye, Westchester County, New York Tax, Map No. Section 146.17, Block 1, Lot 1.1 and as more particularly described in Schedule "A" annexed hereto and made a part hereof (the "Premises"), to Rye Senior Citizens' Apartment Housing Development Fund Corporation ("Rye HDFC") pursuant to that certain deed dated September 20, 1985 and recorded in the Office of the Westchester County Clerk on October 7, 1985 in Liber 8232 page 160 (the "Deed");

WHEREAS, the Deed includes the following provision (the "Restrictions"):

Subject in all cases to any rights or property interests running with respect to the premises to the United States of America, acting by and through the Department of Housing and Urban Development, or its successors or assigns ("HUD"), whether said rights or interests are created pursuant to mortgage, regulatory agreement or otherwise, said premises shall, until otherwise permitted by the party of the first part, be used for purposes of housing and may not be sold, transferred, exchanged, assigned or leased (other than leases made in the normal course of operations to tenants of the premises) without the consent of the party of the first part. In the event of a violation of the foregoing restrictions, which violation is not cured by the party of the second part after notice and a reasonable opportunity to cure, the party of the first part shall have the right to re-enter and take possession of the premises and to terminate, and re-vest in the party of the first part, the estate conveyed by this indenture to the party of the second part, provided that such right of re-entry, termination and re-vesting shall always be subject to and limited by, and shall not defeat, render invalid or limit in any way the aforementioned rights or property interest of HUD.

WHEREAS, Rye HDFC and Rye Manor LLC, a New York limited liability company (the "Company"), have notified the City that Rye HDFC intends to sell and the Company intends to acquire the Premises so that the Company may substantially rehabilitate the affordable rental housing project currently located at the Premises (the "Project"), and the Company has been working directly with the City in regard to such acquisition and rehabilitation (the "Sale");

WHEREAS, the Company, as part of the Sale, will enter into a Use Agreement with HUD regarding the continued operation of the Project as affordable rental housing;

WHEREAS, the Project's lenders (the "Lenders") are unwilling to provide acquisition and construction financing (the "Financing") for the Project while the Deed contains the Restrictions; and

WHEREAS, the City is willing to consent to the Sale of the Premises and to terminate the Restrictions in order to induce the Lenders to provide the Financing, in consideration of the Company's covenant to maintain the Project.

NOW, THEREFORE, in consideration of the above-stated premises and also in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the City hereby covenants and agrees that (a) it consents to the Sale of the Premises, and (b) the Restrictions contained in the Deed shall be hereby terminated and extinguished.

This Termination shall be governed by and interpreted in accordance with the laws of the State of New York and may not be changed or terminated orally.

IN WITNESS WHEREOF, the City has caused this Termination to be signed by its duly authorized officer as of the day and year written above.

THE CITY OF RYE, NEW YORK

By: _____

Name:

Title:

EXHIBIT A

Description of the Premises

[To Be Attached Hereto]

CONSENT AND TERMINATION OF REVERTER

by

THE CITY OF RYE, NEW YORK

Dated as of November ____, 2013

City: Rye

County: Westchester

Section: 146.17

Block: 1

Lot: 1.1

Address: 300 Theall Road

RECORD AND RETURN TO:

Cannon Heyman & Weiss, LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn: Sarah C. Hetzer

MUNICIPAL IMPACT FEE AGREEMENT

THIS MUNICIPAL IMPACT FEE AGREEMENT (the “Agreement”), dated as of the ____ day of _____, 2012, by and between the **CITY OF RYE**, a municipal corporation of the State of New York with offices located at 300 Theall Road, Rye Rochelle, New York 105801 (the “City”) and **RYE MANOR LLC**, a New York limited liability company having offices at 700 White Plains Road, Suite 363, Scarsdale, New York 10583 (the “Company”).

WITNESSETH:

WHEREAS, the Company intends to acquire, redevelop, renovate and rehabilitate certain land and improvements located at or near 300 Theall Road, Rye, New York, Tax Map No. Section 146.17, Block 1, Lot 1.1, which improvements consist of a single building containing one hundred (100) residential rental units for persons and families of low-income (the “Project”); and

WHEREAS, on or about the date hereof and in connection with the Project, the City, the Company and HONY Housing Development Fund Corp.. entered into an agreement (the “PILOT Agreement”) making provisions for payments in lieu of taxes by the Company to the City for the benefit of the City, the Rye City School District and the County of Westchester, New York; and

WHEREAS, the City and the Company, in recognition that a significant inducement to the Company to redevelop the Project was the responsiveness of the City in addressing applications associated with the Project and willingness to continue to provide municipal services to the Project during the term of the PILOT Agreement and thereafter, desire to enter into this Agreement whereby the Company will pay to the City an impact fee as reimbursement for the costs and associated expenses related to the continued level of municipal services to be provided by the City for the benefit of the Project;

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged, it is mutually agreed as follows:

Section I –Payment of Impact Fee.

1.1 (i) *Payment of Impact Fee.* The Company, pursuant to the terms of this Agreement, shall pay and remit to the City an impact fee in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the “Impact Fee”). The Impact Fee shall be payable in full on the date of closing of the Project’s construction financing.

(ii) *Public Purpose.* The parties agree and acknowledge that the payment to be made by the Company hereunder is to obtain revenues for any public purpose, including without limitation costs and associated expenses related to municipal services or infrastructure, such as, but not limited to, road and curb repairs and/or street lighting, traffic signalization, and/or improvements to municipal parking lots in the vicinity of the Rye Manor Project.

Section II - Miscellaneous.

2.1 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

2.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the City:

City of Rye
300 Theall Road
Rye, New York 10580
Attn: _____

To the Company:

Rye Manor LLC
700 White Plains Road, Suite 363
Scarsdale, New York 10583
Attn.: Joel B. Mouny

With a copy to:

First Sterling Financial, Inc.
111 Great Neck Road
Great Neck, New York 11021

Citi Community Capital
390 Greenwich Street, 2nd Floor
New York, New York 10013

To Company Counsel:

Cannon Heyman & Weiss LLP
54 State Street, 5th Floor
Albany, New York 12207
Attn.: Geoffrey Cannon, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

2.3 This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom enforcement of such

waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

2.4 This Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in the City of Rye , Westchester County, New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF RYE, NEW YORK

By: _____

Name: Scott D. Pickup

Title: City Manager

RYE MANOR LLC

By: Rye Manor Managers LLC, Managing Member

By: HONY Housing Development Fund Corp.,
Manager

By: _____

Name: John Madeo

Title: President

**INTERMUNICIPAL AGREEMENT BETWEEN CITY OF RYE AND THE RYE
CITY SCHOOL DISTRICT FOR THE APPORTIONMENT OF PILOT
PAYMENTS AND THE USE OF MUNICIPAL IMPACT FEE RELATED TO
PROPERTY LOCATED AT 300 THEALL ROAD**

An INTERMUNICIPAL AGREEMENT among the municipal corporations of the City of Rye (“Rye”), 1051 Boston Post Road, Rye, New York 10580 and the Rye City School District the (“School District”) 411 Theodore Fremd Avenue, Rye, New York 10580 for the apportionment of the Payment in Lieu of Taxes (“PILOT”) payments from the Rye Manor property located at 300 Theall Road, Rye, New York, 10580 (the “IMA”).

WHEREAS, Rye has entered into a PILOT agreement with HONY Housing Development Fund Corp. and Rye Manor LLC for \$90,000 a year (with a 2.5% increase annually); and

WHEREAS, Rye and the School District have agreed that Rye would retain 33.3% of the annual PILOT payment and the School District would receive 66.6% of the annual PILOT payment; and

WHEREAS, Rye has also entered into Municipal Impact Fee agreement with HONY Housing Development Fund Corp., and Rye Manor LLC for a one-time payment of \$150,000 to be used for municipal improvements located in the vicinity Rye Manor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. The term of the IMA shall commence on the PILOT Commencement Date (a copy of the PILOT is annexed hereto as Exhibit 1 and continue for the length of the PILOT.
2. Rye will forward 66.6% of the annual PILOT payment to the School District within thirty (30) days and no portion of same will be repaid to the taxpayer.
3. Rye agrees to use the \$150,000 Municipal Impact Fee for pedestrian and traffic improvements to the ingress/egress areas at Rye High School and at the intersection of the Milton Road/Apawamis.
4. This IMA may be modified or amended only in writing duly executed by both parties, which shall be attached to and become part of this IMA.
5. Each party shall indemnify and hold harmless the other, its officers, agents and assigns for all liability arising out of its activities under this IMA.
6. This IMA shall be governed by and construed in accordance with the laws of New York State.

City Manager, City of Rye

By: _____

Dated: _____

Superintendent of Schools, Rye City School District

By: _____

Dated: _____



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THIS INDENTURE, made the 31st day of July, nineteen hundred and eighty-four between RYECON CORPORATION, a New York corporation with principal offices at Halstead Avenue (no number), P.O. Box 731, in the City of Rye, County of Westchester and State of New York, herein the Grantor, and RYE INTERFAITH HOUSING CORPORATION, a Not-for-Profit corporation of the State of New York, having an office at 964 Boston Post Road, Rye, New York, herein the Grantee,

WITNESSETH, that the Grantor in consideration of Ten Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns 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 Rye, County of Westchester and State of New York (the "Premises"), described as follows:

BEGINNING at a point on the westerly side of Theall Road (formerly Railroad Avenue) said point being 10.02 feet south of the southwesterly corner of Theall Road and Halstead Avenue, which road (Halstead Avenue) was previously abandoned by action of the City Council of the City of Rye on June 19, 1963 as ordinance No. 3-1963; said abandoned road (Halstead Avenue) and Theall Road (formerly Railroad Avenue) are as shown on a certain map entitled "Map of Brentwood Plaza, at Rye and Harrison, Westchester County, N.Y., on N.Y. and New Haven R.R. as prepared on April 13, 1892, by H.H. Spindler, Civil Engineer and City Surveyor" and filed in the office of the County Clerk, Division of Land Records, formerly Register's Office of Westchester County, New York, on June 2, 1892, as R.O. Map No. 1386; running thence in a westerly direction along a line, said line being 10.00 feet southerly and parallel to former Halstead Avenue north 56° 17' 00" west 499.40 feet to a point on the westerly side of former Hillen Street which road was also abandoned by action of the City Council of the City of Rye on June 19, 1963, as ordinance No. 3-1963; running thence in a southerly direction along the westerly side of former Hillen Street south 33° 43' 00" west 90.00 feet to a point; running thence south 56° 17' 00" east 25.00 feet to the center of former Hillen Street; running thence south 33° 43' 00" west 50.00 feet along the center line of former Hillen Street to a point; thence proceeding in an easterly direction across former Hillen Street and

along the division line between Lot 34 and Lot 35 as shown on Map of Brentwood Plaza south 56° 17' 00" east 125.00 feet; thence north 33° 43' 00" east 4.33 feet; thence along the southerly side of Lot 23 of said map, south 49° 04' 00" east 100.80 feet to the southwest corner of former Eutaw Street (now abandoned); thence along the southerly side of former Eutaw Street, south 49° 04' 00" east 50.40 feet to the southeast corner of former Eutaw Street; thence running in a southerly direction south 33° 43' 00" west 60.33 feet to a point; thence in an easterly direction and along a division line between Lot 6 and Lot 7 as shown on Map of Brentwood Plaza south 56° 17' 00" east 186.50 feet, to a point on the westerly side of Theall Road; thence north 37° 09' 00" east 215.39 feet to the point or place of beginning.

TOGETHER with all right, title and interest, if any of the Grantor 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 Grantor in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the Grantee, its successors and assigns forever, upon the conditions following, viz.:

1. That the Grantee or its successors and assigns (hereinafter all being referred to as "Grantee"), shall construct on the Premises structures and facilities ("Improvements") to provide housing for 100 or more elderly and handicapped persons on a non-profit basis, such construction to commence on or before December 31, 1985, and be completed no later than twenty-four (24) months after commencement, or at such later dates as may be approved by the United States Department of Housing and Urban Development or the Federal Housing Commissioner;

2. Promptly after completion of the Improvements, Grantor, upon written request ("Request") by Grantee, will furnish Grantee with an instrument, in form recordable in the Westchester County Clerk's Office, Division of Land Records, certifying to such completion. Such certification ("Certificate of Completion") by Grantor shall be a conclusive determination of satisfaction and termination of the agreements

and covenants herein contained with respect to the obligation of Grantee to construct the improvements, and of the satisfactory completion by Grantee of the Improvements. Grantor shall, within twenty (20) days after its receipt of the Request, provide Grantee with the Certificate of Completion or with a written statement (the "Statement") indicating in adequate detail in what respects the work referred to in the Request has not been adequately completed and what measures Grantee must take to obtain the Certificate of Completion. If Grantor fails to provide Grantee with either the Certificate of Completion or with a Statement within the said twenty (20) day time period, the Improvements shall be deemed to have been completed as if the Certificate of Completion therefor had been issued. If there is upon the Premises a mortgage insured, or held or owned, by the Federal Housing Administration and the Federal Housing Administration shall have determined that all buildings constituting the Improvements and covered by such mortgage are, in fact, substantially completed and are ready for occupancy, then, in such event, the Grantor shall accept the determination of the Federal Housing Administration as to such completion of the construction of the Improvements, and the Grantor shall forthwith issue its certification provided for in this paragraph. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Grantee to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the Improvements, or any part thereof;

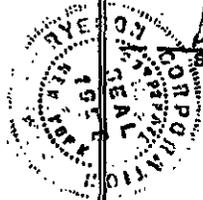
3. In the event that prior to the issuance of a Certificate of Completion Grantee shall violate its obligations with respect to construction of the Improvements (including, without limitation, the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction

work (except for any delay or suspension due to unforeseeable causes beyond Grantee's control and without its fault or negligence, including, but not limited to, acts of God, the public enemy, the United States government, Grantor, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of sub-contractors due to such causes, which, in the event of such delays, shall extend the time for performance by Grantee with respect to construction of Improvements for a period of such delay), and any such violation, abandonment or suspension shall not be cured within three (3) months after written demand by Grantor so to do, then Grantor shall have the right to re-enter and take possession of the premises and to terminate (and revert in Grantor) the estate conveyed by this deed. This provision constitutes a condition subsequent to the effect that should there occur any default specified hereinabove, and same shall not be cured within the time specified therefor, Grantor, at its option, may declare a termination in favor of Grantor of the title to, and of all rights and interests in, the Premises, and that such title and all rights and interests of Grantee, and its successors and assigns, in the Premises shall revert to the Grantor. This condition subsequent, and any reversioning of title as a result thereof in Grantor, shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the rights of the United States Department of Housing and Urban Development, the lien of any mortgagee who provided funds for the purchase of the premises or the construction of part or all of the Improvements, and shall not apply to any parts of the premises, or rights and interests appurtenant thereto, or Improvements thereon for which a Certificate of Completion has been issued.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized corporate officer and its corporate seal to be affixed, and duly attested by its secretary, the day and year first above written.

ATTEST:



Alan C. Davis
Secretary

RYECON CORPORATION

By: [Signature]
Vice-President

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

On the 31st day of July, 1984, before me personally came GORDON A. THOMAS, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of RYSCON CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

* he resides at Halsted Ave. (no number)
Rye, N.Y.

Louis B. Molinelli
Notary Public

LOUIS B. MOLINELLI
NOTARY PUBLIC, State of New York
No. 60-2741671
Qualified in Westchester County
Term Expires March 30, 1985



W2007

RYECON CORPORATION

to

RYE INTERFAITH HOUSING
CORPORATION

DEED

Sec 3
Block 66
LOT 98 DC, 11C
Town - RYE

CUDDY & FEDER
ATTORNEYS AT LAW
WHITE PLAINS, N.Y. 10601
(914) 761-1300

RECORDED BY
LTIC ASSOC., INC.
32 EAST 39th STREET
NEW YORK, N.Y. 10018
899-2170

Record & Return to
Kenneth A. Jurist Esq
Cuddy & Feder Esqs
90 Maple Avenue
White Plains NY 10601

UNR 8232 PAGE 171



WESTCHESTER COUNTY CLERK RECORDING PAGE
(THIS PAGE IS PART OF THE INSTRUMENT)

RECEIVED
WESTCHESTER COUNTY CLERK
1985 OCT -7 11:26

TYPE OF INSTRUMENT DEED DATE _____

STATUTORY CHARGE 3 MTGE AMT _____

RECORDING CHARGE 21 EXEMPT YES _____ NO _____

FILING CHARGE 1 REC'D TAX ON ABOVE MTGE _____

CROSS REFERENCE _____ BASIC \$ _____

CERT/RECEIPT _____ ADDITIONAL \$ _____

SUBTOTAL \$ _____

SPECIAL \$ _____

TOTAL \$ _____

SERIAL NO _____

- 02 BEDFORD
- 06 CORTLANDT
- 09 EASTCHESTER
- 11 GREENBURGH
- 12 HARRISON
- 16 LEWISBORO
- 17 MAMARONECK
- 19 MT KISCO
- 20 MT PLEASANT
- 21 MT VERNON
- 22 NEW CASTLE
- 23 NEW ROCHELLE
- 24 NORTH CASTLE
- 26 NORTH SALEM
- 28 OSSINING
- 30 PEEKSKILL
- 31 PELHAM
- 35 POUND RIDGE
- 36 RYE CITY
- 37 RYE TOWN
- 38 SCARSDALE
- 39 SOMERS
- 42 WHITE PLAINS
- 43 YONKERS
- 44 YORKTOWN

CONSTO 225,000

RECEIVED
\$ 900-
REAL ESTATE
OCT - 7 1985
TRANSFER TAX
WESTCHESTER
COUNTY

ANDREW J. SPANO
WESTCHESTER COUNTY CLERK

TERMINAL NO 8380036 TRANSFER FEES NO _____

DATE RET'D _____

67248

02-71-001 10/07/85CPA

27

		SECTION	BLOCK	LOT	VILLAGE
					TOWN
					COUNTY
RECORD AND RETURN TO:					

THE FOREGOING INSTRUMENT WAS ENDORSED FOR THE RECORD AS FOLLOWS:
THE PROPERTY AFFECTED BY THIS INSTRUMENT IS SITUATE IN THE
 TOWN CITY OF RYE, COUNTY OF WESTCHESTER
N.Y. A TRUE COPY OF THE ORIGINAL DEED RECORDED
IN THE DIVISION OF LAND RECORDS OF THE COUNTY CLERK'S OFFICE OF
WESTCHESTER COUNTY ON OCT. 7, 1985 AT 11:26A M. IN
LIBER 8232 PAGE 165 IN THE BOOK OF Deeds
WITNESS MY HAND AND OFFICIAL SEAL: Andrew J. Spano
ANDREW J. SPANO, COUNTY CLERK

CERTIFICATE OF OCCUPANCY
DEPARTMENT OF BUILDINGS
CITY OF RYE

No. 2200
1/16, 17
Block 1
Lot 1/1

Location 350 Heald Road

Owner Rye Train Citizens' Club, Housing Development

Address Trust Corporation, 964 Lusk Road, Rye, N.Y.

Lessee _____

Address _____

Permitted Occupancy 10 Unit Train Citizens' Club & Parking

for 24 Cars - Building Per. No. 5670

Permission is Hereby Granted For The Occupancy Described Above.

Fee \$ 100 - RYE, N. Y. 3/16 19 87

Alvin K. Conrad
CITY CLERK
12-9-80

17551 Alvin K. Conrad
BUILDING INSPECTOR