

RESOLUTION NO. 884 -2009, AUTHORIZING FUNDING, ACQUISITION, CONVEYANCE, DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (COLUMBIA STREET DEVELOPMENT – HUNTINGTON STATION)

WHEREAS, Local Law No. 13-2000 as amended in its entirety by Local Law No. 17-2004, known as Suffolk County Administrative Code (“SCAC”) Article XXXVI, as amended, found and determined that there was a need for the County to aid municipalities in providing affordable housing and established the Suffolk County Affordable Housing Opportunities Program; and

WHEREAS, SCAC § A36-2(C) provides a statutory framework for land to be acquired and infrastructure improvements to be made for Suffolk County’s Workforce Housing Program through the use of capital bond proceeds; and

WHEREAS, the County Department of Economic Development and Workforce Housing and the Town of Huntington have identified four adjacent sites in the County of Suffolk, known as “the Columbia Street Development,” which would be appropriate for workforce housing and which are identified by the Suffolk County Tax Map Numbers as follows: 0400-140.00-03.00-072.000; 0400-140.00-03.00-073.000; 0400-140.00-03.00-108.000; and 0400-140.00-03.00-109.003; and

WHEREAS, the Town of Huntington is donating to this workforce housing development the two parcels identified by Suffolk County Tax Map Numbers: 0400-140.00-03.00-108.000 and 0400-140.00-03.00-109.003 (the “Additional Parcels”); and

WHEREAS, pursuant to Section 36-2 C of Article XXXVI of the Suffolk County Administrative Code, it is proposed that the County acquire, jointly with the Town, the two sites for affordable housing currently known as Suffolk County Tax Map Lot Numbers 0400-140.00-03.00-072.000 (4 & 6 Columbia Street, Huntington Station) and 0400-140.00-03.00-073.000 (14 Columbia Street, Huntington Station) (the “Subject Premises”) and for which infrastructure funds are to be utilized and, subsequently, transfer the Subject Premises and the Additional Premises to the Town of Huntington Community Development Agency (the “Developer”) for the construction of the Columbia Street Development; and

WHEREAS, the Town of Huntington and the Developer have expressed an interest in partnering with the County of Suffolk to provide workforce housing; and

WHEREAS, the Town, by its Resolution No. 2009 – 265, dated May 19, 2009, approved the Columbia Street Development and authorized the Supervisor to execute a contract and related documents on such terms and conditions as may be acceptable to the Town Attorney to purchase 4/6 Columbia Street and 14 Columbia Street, in Huntington Station, pursuant to the Town of Huntington Take Back the Blocks Program at an acquisition price not to exceed Seven Hundred Seventy-Eight Thousand (\$778,000.00) Dollars to be split 50% by the Town of Huntington and 50% by Suffolk County and to enter into and execute municipal cooperative agreements for funding and future management of the properties, and to procure

easements related to future management, use and access, as may be necessary or appropriate from and with Suffolk County; and

WHEREAS, in accordance with the Town's Resolution No. 2009 – 265, the Town Attorney has approved a development agreement to be executed by the Town, the County and the Developer (the "Development Agreement"), which incorporates a development plan (the "Development Plan"), each of which is in substantially final form, as attached hereto, detailing the proposed joint purchase by the County and Town of the Subject Premises, to be combined with the Additional Parcels currently owned by the Town and subsequent development of 14 units of affordable housing consisting of 7 home ownership units each with an accessory apartment; and

WHEREAS, the Developer, by its Resolution No. 2009-CD3, dated February 10, 2009, and by its Resolution No. 2009-CD8, dated March 10, 2009, authorized its Chairman to apply for and receive funds from the County for purposes of developing the Columbia Street Development, purchasing the Subject Premises and executing any documents in connection therewith; and

WHEREAS, Resolution No. 689-2006 appropriated the proceeds of \$5,050,000.00 in Suffolk County Serial Bonds for Workforce Housing acquisitions under the Suffolk County Workforce Housing Program subject to further Legislative approval of a resolution authorizing the planning, funding and/or acquisition of specific projects; and

WHEREAS, Resolution No. 1421-2005, appropriated the proceeds of \$5,000,000.00 in Suffolk County Serial Bonds to fund the Infrastructure Improvements in connection with the properties acquired, funded, constructed, reconstructed or rehabilitated in connection with the Workforce Housing Program subject to further Legislative approval of a resolution authorizing the specific infrastructure improvements to be made in connection with such workforce housing acquisitions; and

WHEREAS, Resolution No. 691-2008 authorized planning steps for acquisition of the Subject Premises and infrastructure improvements for the Columbia Street Development; and

WHEREAS, the Environmental Trust Review Board reviewed the appraisals, reviewed the January 8, 2009 report of the Internal Appraisal Review Board, approved the purchase price and authorized the Director of the Division of Real Property Acquisition and Management to negotiate the acquisition on January 16, 2009; and

WHEREAS, pursuant to Resolution No. 2009-265, dated May 19, 2009, the Town Board, as lead agency, issued a negative SEQRA declaration which completed the environmental review and further the negative declaration issued by the Town Board is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (ii) and, therefore, SEQRA is complete; now, therefore be it

1st **RESOLVED**, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Columbia Street Development meets the requirements of the Suffolk County Affordable Housing Opportunities Program for its Workforce Housing Program, and the need to fill the critical shortage of affordable housing in the County and, accordingly,

authorizes the development of the Subject Premises and the Additional Parcels; and be it further

2nd **RESOLVED**, that the Development Agreement and the Development Plan are hereby approved in substantially the same form as attached hereto; and be it further

3rd **RESOLVED**, that the Subject Premises are hereby authorized to be acquired, conveyed, developed, supervised and managed subject to the Development Agreement and Development Plan, subject to a final survey; and be it further

4th **RESOLVED**, that, subject to the terms of the Development Agreement, the Subject Premises are hereby approved for acquisition in the Suffolk County Workforce Housing Program pursuant to SCAC § A36-2(C), for a total County purchase price of Three Hundred Eighty Nine Thousand and 00/100 dollars (\$389,000), subject to a final survey, to be purchased from Community Properties, LLC, and this hereby authorizes additional expenses, which shall include but not be limited to the cost of surveys, appraisals, environmental audits, title reports and insurance; and be it further

5th **RESOLVED**, that, subject to the terms of the Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and to pay Three Hundred Eighty Nine Thousand and 00/100 dollars (\$389,000), subject to a final survey, from previously appropriated funds in Capital Project No. 525-CAP-8704.211 for the acquisition of the Subject Premises; and be it further

6th **RESOLVED**, that pursuant to General Municipal Law § 72-h, the County is hereby authorized to convey the County's interest in the Subject Premises to the Town and as consideration, is taking back a blanket mortgage and note in the amount of Three Hundred Eighty Nine Thousand and 00/100 dollars (\$389,000) in order to secure the County's interest; and be it further

7th **RESOLVED**, that the County hereby sanctions the conveyance of the Subject Premises from the Town to the Developer; and be it further

8th **RESOLVED**, that subject to the terms of the Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay One Hundred Thousand Dollars (\$100,000) in connection with infrastructure costs associated with the development of the Columbia Street Development, from previously appropriated funds in Capital Project No. 525-CAP-6411.310; and be it further

9th **RESOLVED**, that pursuant to Suffolk County Charter §§ C35-2(V) and (Y), and SCAC § A36-2(C), the Department of Economic Development and Workforce Housing and its Commissioner, and the Division of Affordable Housing and its Director of Affordable Housing are hereby authorized to acquire and convey the Subject Premises, as necessary, and the same are hereby further authorized, empowered and directed to take such other actions, enter into such other agreements and to pay such additional expenses as may be necessary and appropriate to accomplish the aforesated authorizations and duties; and be it further

10th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management or her designee, pursuant to Suffolk County Charter § C42-2(C)(3)(d) is hereby authorized and empowered, and her actions are hereby ratified and adopted, to negotiate the purchase price for the initial acquisition from Community Properties, L.P., and further to provide

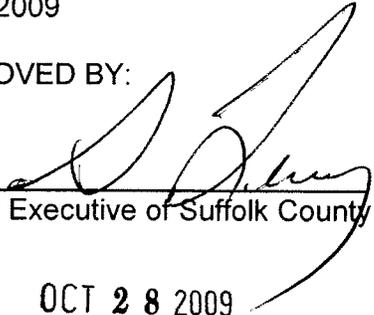
whatever additional support is requested by the Department of Economic Development and Workforce Housing and its Division of Affordable Housing, and by the County Attorney pursuant to Suffolk County Charter §C16-2 and the Department of Public Works pursuant to Suffolk County Charter § C8-2(W); and be it further

11th **RESOLVED**, that the County Executive, the County Attorney, the Commissioner of the Department of Economic Development and Workforce Housing and the Director of Affordable Housing are hereby authorized, respectively, to take such further actions as may be necessary or desirable to effectuate the purposes and intent of the forgoing resolutions and to execute any and all documents necessary and/or desirable to effectuate the purpose and intent of the workforce housing development referred to herein and this Resolution; and be it further

12th **RESOLVED**, pursuant to Resolution No. 2009-265, dated May 19, 2009, the Town Board, as lead agency, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Town Board is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) 5 617.6 (b) (3) (ii) and, therefore, SEQRA is complete.

DATED: October 13, 2009

APPROVED BY:



County Executive of Suffolk County

Date:

OCT 28 2009

1849

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC
DEVELOPMENT & WORKFORCE
HOUSING

JILL ROSEN-NIKOLOFF
DIRECTOR OF AFFORDABLE
HOUSING

August 26, 2009

Ben Zwirn, Deputy County Executive
Office of the County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

RE: Reso-Eco. Dev.-Funding of Columbia Street Workforce Housing Development

Dear Mr. Zwirn:

The Department of Economic Development and Workforce Housing requests the submittal of the attached resolution (Reso-Eco. Dev. - Funding of Columbia Street Workforce Housing Development) authorizing funding; acquisition, conveyance, development, infrastructure improvements and oversight of the Columbia Street Workforce Housing Development in Huntington Station.

Also attached is the required back-up documentation (i) Development Agreement with Development Plan, (ii) Contract of Sale, (iii) SCIN Form 175a, (iv) SCIN Form 175b

Electronic copies are being transmitted concurrently herewith.

Thank you.

Sincerely,

Jill Rosen-Nikoloff
Director of Affordable Housing

- Enc.
- Cc: Christopher Kent, Chief Deputy County Executive
- Patrick Heaney, Commissioner, Department of Economic Development and Workforce Housing
- Pam Greene, Director of Division of Real Property and Management
- Brendan Chamberlain, County Executive Assistant
- Mike Amoroso, Bureau Chief, Real Estate Condemnation
- CE RESO REVIEW, via email

JRN/mkc

LOCATION
H. LEE DENNISON BLDG. - 2nd FLOOR
100 VETERANS MEMORIAL HIGHWAY
4888

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

(631) 853-6420
fax (631) 853-

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") made the _____ day of _____, 2009 between the COUNTY OF SUFFOLK (the "County"), a municipal corporation of the State of New York, having its principal office at County Center, Riverhead, New York 11901 acting by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT and WORKFORCE HOUSING (the "Department"), having its offices at 100 Veterans Memorial Highway, Hauppauge, New York 11788, the TOWN OF HUNTINGTON (the "Municipality"), a municipal corporation of the State of New York having its offices at 100 Main Street, Huntington, New York 11743 and the TOWN OF HUNTINGTON COMMUNITY DEVELOPMENT AGENCY (the "Developer") a municipal corporation of the State of New York, having its offices at 100 Main Street, Huntington, New York 11743,

WHEREAS, in furtherance of the objectives of Article XXXVI of the Suffolk County Administrative Code, as amended (the "Program"), the County has undertaken a program for the acquisition, construction, reconstruction and rehabilitation of properties for affordable housing purposes; and

WHEREAS, the County has authorized the acquisition of certain real property within the County of Suffolk known as Columbia Street, and more particularly described in Schedule A, annexed hereto and made a part hereof (the "Development Area"), which Development Area is to be conveyed from the County to the Municipality pursuant to the terms of this Agreement; and

WHEREAS, there exists a need in Suffolk County to provide affordable housing thereby promoting the County's economic growth and prosperity; and

WHEREAS, there has been formulated and presented to the Suffolk County Legislature for consideration and approval an Affordable Housing Development Plan known as the Development Plan for Columbia Street (the "Development Plan"), annexed hereto and made a part hereof as Exhibit B, which Development Plan was approved by the Suffolk County Legislature pursuant to Resolution No. _____-2009, which provides for the construction, reconstruction and/or rehabilitation of said Development Area and, *inter alia*, the construction of ancillary facilities at the Development Area (the "Project"); and

WHEREAS, Resolution No. _____-2009 authorizes the County to enter into this Agreement, acquire the Development Area and subsequently convey the Development Area to the Municipality for affordable housing purposes in accordance with the Program; and

WHEREAS, the County has acquired or will acquire, jointly with the Municipality, all real property not owned by it in the said Development Area and intends to sell and convey the County's interest in the Development Area upon such terms and provisions as shall

ensure the construction, reconstruction and/or rehabilitation of the Development Area by Municipality, all as provided herein; and

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, does covenant and agree as follows:

ARTICLE 1

PROPERTY CONVEYANCE AND INFRASTRUCTURE IMPROVEMENTS

101. Purchase, Sale Agreement and Mortgage. The County and the Municipality agree to purchase the Development Area from Community Properties, L.P. for a total purchase price of SEVEN HUNDRED SEVENTY EIGHT THOUSAND and 00/100 DOLLARS (\$778,000.00). Thereafter the County will convey its interest in the Development Area to Municipality, subject to the terms and conditions of this Agreement, the Development Plan, the Note and Mortgage to be issued by the Municipality to the County (the "Note" and "Mortgage") in the amount of THREE HUNDRED EIGHTY-NINE THOUSAND and 00/100 DOLLARS (\$389,000.00), in the form and substance reasonably satisfactory to the County, **the Municipality** and the Program. Such conveyance is expressly conditioned and subject to the acquisition of the Development Area by the County and the Municipality from Community Properties, L.P. In the event the County and the Municipality are unable to acquire the Development Area with reasonable diligence, neither party shall have any further obligations under this Agreement.

102. Closing.
 - A. County shall give Municipality and Developer at least ten (10) business days prior notice of the date, time and place for the closing (the "Closing") which shall be deemed to be and include the simultaneous closing of all three contracts as referred to in paragraph 102 (D) below. The Closing shall be during normal business hours.

 - B. The deed for the Development Area (the "Deed") to be delivered by the County to Municipality hereunder shall be a quitclaim deed. To the extent that the terms, conditions, provisions, covenants and/or agreements contained in this Agreement conflict or are inconsistent with the terms, conditions, provisions, covenants, agreements and/or restrictions of said Deed, the Deed shall govern.

 - C. The Note and Mortgage shall be delivered by the Municipality to the County in accordance with the terms and conditions set forth in the Development Plan.

D. The Closing for the conveyance of the Development Area from Community Properties, L.P. to the County and the Municipality shall occur simultaneously with the closing for the conveyance of the Development Area from the County to Municipality and the Closing for the conveyance of the Development Area from the Municipality to the Developer.

103. Certain Conditions of Conveyance.

A. General Conditions. The County's interest in the Development Area shall be conveyed to the Municipality subject to all of the following conditions:

1. Any state of facts an accurate survey may show provided the same does not render the title unmarketable.
2. All the terms covenants and conditions of this Agreement.
3. The provisions of Article XXXVI of the Suffolk County Administrative Code as amended.
4. Covenants, easements and restrictions, encroachments, utility easements and rights of way of record.
5. Any and all municipal liens or encumbrances of record existing on the date of Closing or thereafter listed or recorded resulting from an inspection made of the Development Area prior to the date of conveyance to Municipality.
6. The provisions of all laws, codes, statutes, ordinances, acts, rules and regulations of local, state or federal government, and any agency or subdivision thereof.
7. The Development Plan and any building restrictions and zoning regulations in effect at the time of Closing and any facts disclosed in the Suffolk County tax maps.
8. Simultaneous Closing of all three contracts of conveyance for the Development Area. In the event that one party is unable to close on the agreed upon closing date, the closing may be adjourned for up to five (5) business days upon consent of the other parties, providing that the party requesting the adjournment agrees to pay any costs associated with the adjournment.

B. Additional Conditions. The Development Area shall also be conveyed to the Municipality in accordance with the following:

1. No Obligation. Except as specifically set forth herein, County shall have no obligation to bring any action or to incur any expense to make the title to the Development Area comply with the provisions of this Agreement.
 2. New York State Real Estate Transfer Tax. Municipality shall pay the Real Estate Transfer Tax, if any, imposed pursuant to Chapter 347 of the Laws of New York of 1968, as amended, on the conveyance of the Development Area.
 3. Recording. Municipality shall cause this Agreement, the Deed, the Development Plan and Mortgage described in the Development Plan to be recorded immediately following the Closing and shall pay all required recording fees and taxes, if any.
 4. Condition of Development Area. Municipality shall accept the Development Area in "as is" condition. County does not warrant or represent the suitability of the Development Area for the Project and has made no other representations regarding the condition of the Development Area. Municipality represents that it has inspected the Development Area and is fully familiar with its condition.
 5. No Prior Defaults. Failure by the Municipality to pay municipal taxes and other charges under any debt, lease, contract or obligation to the County, or any of the County's agencies or departments, may disqualify the Municipality from obtaining title to the Development Area.
 6. Clean Up Costs. Any charges, costs, assessments or levies imposed by Municipality or any other governmental entity against County for any cost incurred or projected to be incurred for the cleaning up of any debris on the Development Area shall be paid by Municipality immediately upon receipt by Municipality, from County or otherwise, of any bill, assessment or levy therefore. County shall have neither responsibility nor any obligation for the payment or reimbursement of any such charges, costs, assessments or levies.
- C. Financing. On or prior to the date hereof, and as a condition precedent to the County's obligations hereunder, the Municipality shall have delivered to the Department documents satisfactory to the Department indicating that there are sufficient public and/or private funds committed to complete the Project. In the event federal or state grant funds are obtained to finance the Project, the federal and state requirements shall be met. Notwithstanding the foregoing, if the County's requirements are more stringent, the County's requirements shall prevail.

104. Infrastructure Improvements. In addition to the acquisition costs set forth above the County agrees to provide funding to the Developer in the amount of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) to subsidize a portion of the cost of infrastructure improvements to the Development Area. These funds are intended to off-set the costs of **infrastructure improvements, including, but not limited to, roads, curbs, lighting, sidewalks and sewer piping.** In accordance herewith the Developer agrees to deliver to the County an easement running in favor of the County covering the portion of the Development Area upon which said infrastructure improvements will be constructed. The Developer will finance the infrastructure costs and the County shall pay the ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) subsidy to the Developer upon the completion, to the reasonable satisfaction of the County, of all infrastructure improvements constructed in accordance with all applicable laws, codes, rules and regulations. At the time of payment the Developer shall deliver to the County a Note and Mortgage, in the form and substance reasonably satisfactory to the County and the Program, in the amount of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00) and in accordance with the terms and conditions set forth in the Development Plan, which shall be filed as a lien against the Development Area. In addition, the County shall deliver to the Developer the necessary documents to terminate the easement.

ARTICLE 2

MUNICIPALITY'S AND DEVELOPER'S RESPONSIBILITIES

201. Covenants. Municipality and Developer hereby covenant and agree for themselves and every successor in interest to the Development Area or any part thereof, as follows:
- A. Construction of the Project. Construction of the Project shall commence no later than two (2) months from the date that the Municipality and/or the Developer obtains approval of an application to change the current zoning of the Development Area, together with such other and further approvals necessary to permit, as more particularly described in the Development Plan, the construction of a minimum of seven (7) homeowner units, each with an accessory apartment, for a total of fourteen (14) affordable housing units to be constructed on the Development Area and shall proceed diligently to completion of the Project within twenty-four (24) months from the date of the Closing. Prior to the commencement of construction payment and performance bonds shall be provided to the County by the Municipality and the Developer as set forth in section 208 of this agreement.
- B. Plans and Specifications. Municipality and Developer agree to undertake and carry out the construction of the Project in accordance with the Development

Plan and the applicable building and fire codes and zoning restrictions which are in effect. —Municipality and Developer may make amendments, modifications or corrections to the Development Plan, provided that the same comply with the requirements of the applicable building codes and zoning restrictions which are in effect, and provided, further that any modifications, amendments or corrections to the Development Plan which affect (i) the site plan or (ii) the total number and distribution as to type of dwelling units shall require the prior written approval of the Department. In addition to the foregoing, any material changes to the Development Plan shall also require prior written approval of the Suffolk County Legislature. "Material Change" shall be as determined by the Director of Affordable Housing of the Department of Economic Development and Workforce Housing (the "Director"). Any requests to modify the site plan or total number and distribution as to type of dwelling units shall be made in accordance with the notice requirements of Section 515 of the Development Agreement.

As of the date hereof, the applicable zoning regulations are not consistent with the land use and development contemplated in the Development Plan. As such the Municipality and/or the Developer agrees to make its best efforts to obtain approval of an application to change the current zoning of the Premises, as more particularly described in the Development Plan, together with such other and further approvals necessary to permit a minimum of seven (7) homeowner units, each with an accessory apartment, for a total of fourteen (14) affordable housing units to be constructed on the Development Area. If the Development Plan is modified or amended, all changes must be approved by the Department. The Department shall make reasonable efforts to assist Municipality and/or Developer in any proceeding, other than judicial proceedings initiated by Municipality and/or Developer to obtain other necessary County approvals.

- C. Impairment of County Lien; Repayment of Land Development Subsidy. Municipality and Developer covenant and agree, and will require any successors, assigns and transferees to covenant and agree, that they shall not undertake any action or activity which shall impair or have the effect of impairing the lien of the County, in an amount equal to the **County's portion of the** acquisition costs of the real property comprising the Development Area to be acquired by the County (the "Land Development Subsidy" or "LDS") and the infrastructure costs paid by the County for the development of the Project as required by the Program, except as authorized under this Agreement.

Upon completion of the Project and sale of the individual units to affordable housing qualified purchasers the Municipality and Developer will be relieved of their obligations to repay the County the Land Development Subsidy and infrastructure costs as evidenced by the above referenced liens, provided that at the closing of each unit sale said

qualified purchaser shall execute and deliver to the County a note and mortgage in an amount equal to the Land Development Subsidy and infrastructure costs for such unit as set forth in the Development Plan. Thereafter the LDS and infrastructure costs for each unit shall be repaid by the individual owner of the unit upon the conditions imposed in accordance with the Program, and as specified in the Development Plan.

D. Program requirements for the Municipality.

1. Municipality shall offer incentives, such as density bonuses, fast-track approvals, fee waivers, and/or financial assistance, such as community development block grant funds, industrial development bonds and/or tax credits, to the proposed affordable housing development prior to the acquisition of the Development Area.
2. If the Developer is a for-profit development entity then any amount of profit realized by the Developer must conform to New York State Affordable Housing Corporation (or its successors') guidelines.
3. Prior to acquisition of the Development Area by the County and Municipality, the Municipality shall, by resolution or other legislative act, approve the Development Agreement. The numbers of units of affordable housing, the targeted occupants, the method of selecting the occupants, the sales prices to be paid by the occupants and the resale restrictions are set forth in the Development Plan.

E. County Approval of Municipality's Agreements.

1. Municipality shall submit to the County for written approval, all final documents and/or agreements necessary to effectuate the conveyance of the Development Area from Municipality to the Developer at least twenty (20) business days prior to closing.
2. All agreements between Developer and Municipality shall incorporate by reference the Development Agreement herein, and include a provision that Developer, in addition to Municipality, expressly assumes all obligations, terms and conditions set forth in this Agreement and the Development Plan.

202. Project Signs. Municipality or Developer shall, at its own cost and expense, promptly erect and maintain a Project sign identifying the interest of the parties in lettering of such size and form as shall be approved by the Department. The provisions of this Paragraph 202 shall survive the Closing until Completion of Construction as described immediately below in Paragraph 203.

203. Completion of Construction. Construction of the Project shall be deemed complete when (i) a temporary or permanent Certificate of Occupancy has been issued by the Municipality for all of the residential units constructed on the Development Area, and (ii) the Municipality certifies in writing to the Department that the Project meets all applicable building and fire codes and zoning restrictions and that all the Project construction obligations of Municipality have been met ("Completion of Construction"). Municipality may certify as to completion of portions of the Project so long as (i) and (ii) above have been met for such portion.
204. Drawings. Upon completion of the Project, Municipality shall, submit to the Department three (3) sets of "as built" surveys of the Project showing all the construction certified as complete by Municipality. The "as built" surveys shall indicate, on its face, the locations of all buildings, rights-of-way, utility and other easements and work as actually built and installed. Such locations shall be shown by offset distances from permanent surface improvements such as buildings, retaining walls or curbs and such sizes shall be shown by dimensions in feet and inches.
205. Reports. Municipality shall submit a narrative report in writing to the Director within six (6) months after the Closing, and every three (3) months thereafter, up to the time of Completion of Construction pursuant to Paragraph 203 above, as to the progress of the construction on the Development Area. Each report shall also include, but not be limited to, (i) a progress report from the supervising architect or engineer; (ii) the dates of completion and occupancy of any housing unit; (iii) the name of the purchaser, the liber, page and date in which the instrument of conveyance was recorded in the Office of the Suffolk County Clerk; (iv) the total household income, from all sources, of the purchaser(s), and his/her/their family; and (v) the total purchase price of the housing unit. In addition, Municipality shall provide a report to the Director no later than December 31st of each year of this Agreement outlining the exact and precise use to which any such parcels have been put and the net proceeds generated by the initial purchase of such affordable housing units. Said year-end report shall also state whether or not the parcels have been utilized for affordable housing purposes and whether or not the restrictive covenants contained in any deeds of conveyance ensuring such utilization have been adhered to.
206. Limitation on Use of Development Area. Municipality and Developer, prior to Completion of Construction of the Project, shall not rent, license or permit temporary use of the Development Area for purposes unrelated to the construction of the Project; provided, however, that Municipality and Developer may enter into contracts of sale as the case may be, for the home ownership units in the Project, as set forth in the Development Plan, prior to completion of the Project. The Project may temporarily contain a rental or sales office and an appropriate number of model units as may be applicable. **For the purposes of this Agreement, the provisions of this paragraph shall not be deemed to be violated in the event that the current tenants of the property owned by Community Properties, L.P. remain in the premises after closing. Notwithstanding same, the Municipality and Developer**

agree that they, at their sole cost and expense, will evict said tenants as soon as practicable after the closing.

207. Access. Prior to the Closing, the Department shall permit representatives, employees and agents of Municipality to have access pursuant to a license agreement between the Department, Municipality and Developer in form, scope and substance satisfactory to the Department, at all reasonable times to any part of the Development Area for the purpose of obtaining data and making various tests concerning the Development Area necessary to carry out the provisions of this Agreement. After Closing, Municipality and Developer shall permit the representatives of the County access to the Development Area upon prior reasonable notice and at all reasonable times, for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Project. It is agreed by the parties hereto that "reasonable time" shall be normal working hours for construction trades in Suffolk County. No compensation or other charge or sum shall be payable or made by any party for access provided for in this Paragraph 207.
208. Bonds. Municipality and Developer shall provide or require any successors, assigns, transferees or contractors to provide payment and performance bonds or such other security as is acceptable to County in such amounts as will ensure the completion of the Project. The forms of such bonds or other security shall also be acceptable to County.
209. Compliance With Laws. Municipality and Developer, and any successors, assigns, transferees, contractors and subcontractors shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances and codes including, but not limited to, zoning, building and fire codes.
210. Living Wage Law. This Agreement is subject to the Living Wage Law of the County of Suffolk (Suffolk County Local Law Chapter 347) The law requires that, unless specific exemptions apply, all employers (as defined therein) under service contracts and recipients of County financial assistance, (as defined therein) provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this law.

ARTICLE III

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

301. Prohibition Against Transfer of Property and Assignment of Agreement. Municipality represents and agrees for itself and its successors and assigns that,

except for the Permitted Sales and Permitted Encumbrances, both as described in the Development Plan, and sale to Developer for the purpose of performing its obligations with respect to the construction, ownership, management, marketing and operation of the Project pursuant to this Agreement, the Municipality and Developer have not made or created, and will not prior to the Completion of Construction, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, mortgage or lease, except the sale of individual residential units in the normal course of business, or any trust or power, or transfer in any other mode or form of, or with respect to this Agreement or the Development Area or any part thereof or any interest in the real property therein, or any contract or agreement to do any of the same.

302. Representation as to the Development. Municipality represents and agrees that its acquisition and the Developer's acquisition of the Development Area, and its other undertakings pursuant to this Agreement, are and will be used for the sole purpose of constructing, reconstructing or rehabilitating affordable housing on the Development Area and for no other purpose inconsistent therewith. Municipality recognizes, in view of (1) the importance of the development of the Development Area to the general welfare of the community; and (2) the substantial financing and other public aids that have been made available by law and by governmental entities for the purpose of making such development possible, that the County is relying on Municipality and Developer for the faithful performance of all undertakings and covenants hereby to be performed by Municipality and Developer.

ARTICLE IV

REACQUISITION

401. Reversion of Title to the County.
- A. Without limiting, and in addition to, any other rights or remedies available to the County pursuant to the Note and Mortgage, in the event that subsequent to conveyance of the Development Area, or any part thereof to Municipality, and prior to Completion of Construction in accordance with Paragraph 203 hereof, Municipality, or successor in interest, as the case may be, in interest shall fail to effect the Completion of Construction within the time specified in Paragraph 201(A), unless the Director has granted an extension in writing for good cause shown, said extension to be no longer than two (2) years unless approved by a duly enacted resolution of the Suffolk County Legislature, and in accordance with the Development Plan, and if such failure is not remedied within sixty (60) days after the Director has provided written notice of such failure, then the County shall have the right subject to the laws of the State of New York to re-enter and take possession of the Development Area and to terminate and re-vest in the County the estate conveyed to Municipality,

subject to the Permitted Encumbrances as described in the Development Plan. Notwithstanding anything to the contrary herein, if the condition giving rise to the County's right to re-enter is such that correction or cure is impossible or impracticable to complete within the period specified above, then Municipality shall be obligated to commence to cure or correct the condition within such period and thereafter diligently to prosecute the cure or correction of such condition to completion. It is the intent of this Agreement that the conveyance of the Development Area to Municipality shall be made upon the condition that, if any default, failure, violation, or other action or inaction by Municipality specified in the above subdivisions of this Paragraph 401(A) is not remedied, ended or abrogated within the period, if provided, in the manner stated in such subdivisions, the Department, at its option may declare a termination of the title in favor of the County, and, upon the exercise of such reverter, all the rights and interest of Municipality, and any assigns or successors in interest to and in the Development Area, shall revert to the County.

- B. Notwithstanding the foregoing any re-vesting of title in the County shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way the Permitted Encumbrances as described in the Development Plan or the lien of any mortgage to which the County has subordinated its lien as listed in the Development Plan. Further, upon request by Municipality or any successor and assign, the County will deliver to Municipality and the holder of a mortgage providing construction financing, at the time of the Closing, an instrument in recordable form whereby the County's priority of rights and interests of and to any mortgage of the County or running in favor of the County on the Development Area, or any part thereof, are subordinated to the lien of the mortgage for construction on the Development Area. Such subordination shall be upon such terms and conditions as are acceptable to the County.
- C. After any breach or default referred to in Paragraph 401(A) above, any holder of a mortgage shall, insofar as the rights of the County are concerned, have the right, at its option within an additional sixty (60) days after the time period above provided to cure or remedy such breach or default, or such breach or default to the extent that it relates to the part of the Development Area covered by its mortgage, and/or to undertake or continue the completion of the Project in the manner provided by this Agreement and to add the cost thereof to the mortgage debt and the lien of its mortgage, provided, that if the breach or default is such that correction or cure is impossible or impracticable for said holder to complete within sixty (60) days in addition to the time to cure granted to Municipality, then said holder shall promptly commence to cure or correct the breach or default within such sixty (60) day period, or to commence foreclosure or other appropriate proceedings to acquire possession of the Development Area if possession is necessary to cure the breach or default, and diligently prosecute to completion such action as may be

necessary to cure such default, subject however to the Permitted Encumbrances as described in the Development Plan. Any such holder who shall properly complete the Project on the Development Area or applicable part thereof shall be entitled, upon written request made to Municipality, to a certification or certifications by Municipality to such effect in the manner provided in this Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or re-vesting of title to the Development Area that the County shall have or be entitled to because of failure of Municipality or any successor in interest to the Development Area, or because of any other default in or breach of the Agreement by the Municipality or such successor, shall not apply to the part or parcels of the Development Area to which such certification relates.

- D. A copy of any notice to Municipality by the County pursuant to Paragraph 401(A) shall be simultaneously sent to the holders of mortgages that have been designated as having the right to receive such notice and the right to cure defaults under the Deed or this Agreement, at the address of such holders as shall have been furnished to the County, and no such notice to the Municipality shall be effective as against such holder unless such notice is also given to the designated holders as provided herein. No more than two (2) holders will have the right to receive notice and the right to cure defaults under this Agreement. All holders must jointly, in a letter to be delivered to the Department at the Closing designate the two holders for such purposes.
- E. If title to the Development Area is re-vested in the County and the Department determines to re-sell its interest in the Development Area, the proceeds from the sale of such interest, if any, shall be retained by County. Municipality hereby agrees that any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Development Area prior to Completion of Construction for that portion are hereby assigned to County. Municipality further agrees to execute any instrument needed for recording to effectuate such assignment.

ARTICLE V

GENERAL PROVISIONS

- 501. Non-Discrimination. Municipality covenants and agrees, for and on behalf of itself, its successors and assigns, and every successor in interest to the Development Area, or any part thereof, including Developer, to be bound by the following covenants, which shall be binding for the benefit of the County and enforceable by the County against

Municipality, its successors and assigns and/or Developer to the fullest extent permitted by law and equity:

- A. Non-Discrimination in Employment and Affirmative Action. Municipality agrees in connection with the performance of this Agreement that Municipality its successors and assigns, including Developer and any lessees of the Development Area shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex age, disability, sexual orientation, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- B. Non-Discrimination in Services. Municipality, its successors and assigns including Developer, and any lessees of the Development Area or any improvements erected, or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof, nor utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status. Further, during the performance of this Agreement:
1. Municipality shall not, on the grounds of race, creed, color, national origin, sex, age disability, sexual orientation, military status or marital status:
 - a. Deny any individual any services or other benefits provided pursuant to this Agreement; or
 - b. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - c. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

- d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - e. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
2. Municipality shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
- a. the types of service(s) or other benefits to be provided; or
 - b. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - c. the class of individuals to be afforded an opportunity to receive service(s).
- C. Municipality, its successors and assigns, including the Developer, and any lessees of the Development Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Paragraphs 501(A) and (B) in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof.
- D. Municipality agrees that compliance with this Paragraph 501 constitutes a material term of this Agreement, and that it is binding upon the Municipality, its successors, transferees, and assignees including Developer, for the period of this Agreement. The Municipality also understands that the County may, at its discretion, seek a court order requiring compliance with the terms of this Paragraph 501 or seek other appropriate judicial relief.

502. Gratuities and Disclosure Statement.

- A. Gratuities. Municipality represents and warrants, and shall require its successors and assigns including Developer to represent and warrant, that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose

or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

- B. Disclosure Statement. Municipality represents and warrants, and shall require its successors and assigns including Developer, to represent and warrant, that, unless exempt, they have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. Municipality acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to other legal remedies, of fifteen percent (15%) of the amount of the Agreement

503. Conflicts of Interest.

- A. Municipality agrees that it will not, during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- B. Municipality may not simultaneously represent other clients in matters or proceedings adverse to the County or its agencies without the prior written approval of the County. The representation of any individual in a dispute concerning the legal relationship between the individual and the County or its agencies would also create a conflict that will require disqualification.
- C. Municipality is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the term of this Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

504. Confidentiality. Any records, reports or other documents of the County or any of its agencies used by Municipality and/or Developer pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

505. Prohibition Against Contracting with Corporations that Reincorporate Overseas. Municipality and Developer each represent that they are in compliance with Suffolk

County Administrative Code §§ A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law to Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

506. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003. Municipality and Developer represent and warrant that they have read and are familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." Municipality and Developer shall comply with the requirements of Local Law No. 26-2003
507. Certification as to Relationships. Pursuant to Suffolk County Code Chapter 143, Article II and Suffolk County Code § 143-6(B) specifically, the parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial economic or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five (5%) percent or more of any party to this Agreement.
508. Use of Funds in Prosecution of Civil Actions Prohibited. Pursuant to the Suffolk County Code § 590-3, Municipality represents that they shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.
509. Suffolk County Local Laws. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at www.co.suffolkcounty.ny.us. Click on "Laws of Suffolk County" under "Suffolk County Links".
510. Survival. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Development Area from the County to Municipality or any successor in interest including Developer, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, all of which shall survive the delivery of the deed.
511. Binding Effect. This Agreement shall inure to the benefit of and be binding upon any successor or assign of any party hereto, but this provision shall not operate to permit any assignment or other voluntary transfer of any rights created hereunder except in such manner as may be expressly permitted by this Agreement.

512. Execution of Documents.

A. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.

B. 1. Subsequent to the full execution of this Agreement, the Commissioner of Department or the Director of Affordable Housing may execute on behalf of County such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.

2. Subsequent to the full execution of this Agreement, the Chief Executive Officer may execute on behalf of Municipality such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.

513. County Employees. No official or employee of the County shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement or any agreement arising out of or through this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No person hired by Municipality shall be considered employees of the County for any purpose whatsoever.

514. Headings. Any headings or titles of the several parts, Articles, Paragraphs, Subparagraphs and Sections of this Agreement are for convenience only and shall be disregarded in construing or interpreting any of its provisions.

515. Notices. Any communication, notice, claim for payment, report or other submission, including but not limited to, submissions regarding insurance, indemnification and/or termination, necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County and Municipality or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

A. Notices Relating to Payments, Reports, or Other Submissions:

For the COUNTY and the DEPARTMENT:

By Registered or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service, return receipt requested

Suffolk County Department of Economic Development and Workforce
Housing
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Jill Rosen-Nikoloff, Director of Affordable Housing

and

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Christine Malafi, County Attorney

FOR MUNICIPALITY:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Town of Huntington
100 Main Street
Huntington, New York 11743
Attn: Frank Petrone, Supervisor

and

Gathman & Bennett, LLP
191 New York Avenue
Huntington, NY 11743
Attn: J. Edward Gathman, Jr., Esq.

FOR DEVELOPER:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Huntington Community Development Agency
100 Main Street
Huntington, New York 11743,
Attn:

and

Loturco & Martin
434 New York Avenue
Huntington, New York 11743
Attn: Bradford J. Martin, Esq.

B. Notices Relating to Litigation.

1. Any notice by any party to another with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

2. In the event Municipality or Developer receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Municipality and/or Developer shall immediately forward to the County Attorney, at the addresses set forth in sub-paragraph A above, copies of all papers filed by or against the Municipality and/or Developer. Notices shall be as provided in paragraph C above.

The notice shall also be in accordance with Section 401 above.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or in the event of a change of address or contact, which such address or contact shall thereafter be the address or contact to which notices are sent.

516. No Implied Waiver. No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.
517. Entire Agreement. This Agreement contains the entire understanding between the parties and may not be amended or modified except by an instrument in writing duly executed by all of the parties hereto.
518. Severability. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

519. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall read and shall be enforced as though so included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law and without prejudice to the rights of either party hereunder.
520. Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.
521. Claims and Actions.
- A. No Claims and Action Officers, Agents or Employees. No claim whatsoever shall be made by Municipality, its successors or assigns, or by Developer against any officer, agent or employee of the County for, or on account of, anything done or omitted to be done in connection with this Agreement.
 - B. Cooperation. If any action is brought against the County, and the action relates in any way to this Agreement or the Development Area and the County and the Municipality are not adverse parties in that action, then the Municipality shall diligently render to the County without additional compensation, any and all assistance which the County may require.
 - C. Reports of Actions. Municipality and Developer shall report to the County in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this Agreement or the Development Area.
 - D. All Rights Reserved. Each and every defense, right and remedy that the County has under this Agreement is not exclusive and is in addition to and concurrent with all other defenses, rights and remedies which the County has under this Agreement and which the County otherwise has, will have, or may have under law, equity or otherwise.
 - E. Insurance and Indemnification.
 - 1. Prior to commencement of any work hereunder, Municipality agrees to procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. Municipality agrees to require that all of its subcontractors, the

Developer and the Developer's subcontractors, in connection with work performed for the Municipality and/or Developer related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the County for the Municipality. Unless otherwise specified by the County and agreed to by Municipality and Developer in writing, such insurance shall be as follows:

- a. Commercial General Liability Insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - b. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - c. Workers' Compensation And Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law. Municipality shall furnish to the County, prior to its execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless Municipality, its successors, assigns, contractors or subcontractors, including Developer, shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. All policies shall be issued by insurance companies with an A.M. Best rating of A- or better which are licensed to do business in the State of New York. Municipality shall furnish to County, Declaration Pages for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Municipality shall furnish a Declaration Page and endorsement page

evidencing the County's status as an additional insured on said policy. All such Declaration Pages, certificates or other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change in said policies. Such Declaration Pages, certificates, policies and/or other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices" at paragraph 508, or at such other address of which the County shall have given the Municipality notice in writing. If Municipality has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies. Municipality shall also require its successors, assigns, contractors and subcontractors including Developer, to provide insurance coverage's in like amounts and quality and naming the County of Suffolk as an additional insured.

3. In the event Municipality, its successors, assigns, contractors, subcontractors, and/or the Developer, shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Municipality under this Agreement or any other agreement between the County and the Municipality and/or Developer.
4. Furthermore, Municipality agrees that it shall protect, indemnify and hold harmless the County, its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Municipality in connection with the services described or referred to in this Agreement. Municipality shall defend the County and its officers, officials, employees, contractors agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Municipality, its officers, officials, employees, subcontractors or agents and/or Developer, if any, in connection with the services described or referred to in this Agreement. Municipality shall also require its successors, assigns and transferees including Developer, to defend, indemnify and hold harmless County from same.

F. Choice of Law and Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law provisions. Venue shall be designated

as Suffolk County, New York or the United States District Court for the Eastern District of New York.

- G. Cooperation on Claims. Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.
522. Merger. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties. Any and all prior writings, or agreements including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.
523. No Commission. No brokerage or any other fee or compensation shall be due or payable by the County for this transaction.
524. Arrears. Municipality warrants that it is not in arrears to County upon debt or contract and are not in default as surety, contractor or otherwise on any obligation to or contract with the County.
525. Withholding of Funds and Set-Off Rights. The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to Municipality and/or Developer under this Agreement up to any amounts due and owing to the County with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

COUNTY OF SUFFOLK

By: _____

Name: _____

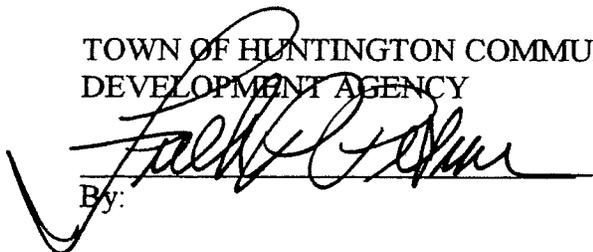
Title: Deputy County Executive

Date: _____

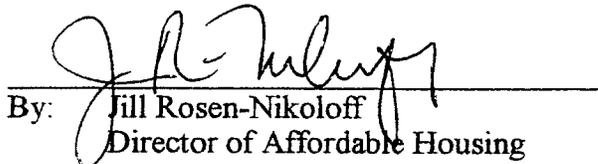
TOWN OF HUNTINGTON


By: FRANK PETRONE
Supervisor

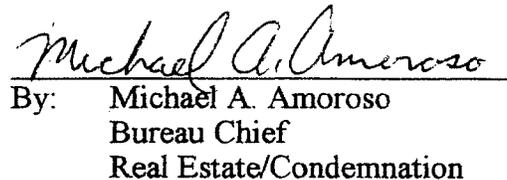
TOWN OF HUNTINGTON COMMUNITY
DEVELOPMENT AGENCY


By: _____

APPROVED:
DEPARTMENT OF ECONOMIC
DEVELOPMENT AND WORKFORCE
HOUSING


By: Jill Rosen-Nikoloff
Director of Affordable Housing

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI
Suffolk County Attorney


By: Michael A. Amoroso
Bureau Chief
Real Estate/Condemnation

SCHEDULE A

LEGAL DESCRIPTION

(to be provided)

EXHIBIT A TO DEVELOPMENT AGREEMENT

Parcels being jointly purchased by the County and the Town

- 1) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, known and designated as part of Lots B and C, Map B, of Property of Allison E. Lowmides, and filed in the office of the Clerk of Suffolk County on September 21, 1903, as Map No. 432 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Columbia Avenue, with the westerly side of Lowmides Avenue;
RUNNING THENCE South 10 degrees 21 minutes 50 seconds East along the westerly side of Lowmides Avenue a distance of 50.00 feet;
RUNNING THENCE South 34 degrees 29 minutes 10 seconds West along land now or formerly of A. S. Toffi and Sons, Inc. a distance of 144.56 feet to the easterly line of Lot 1 on the above map;
RUNNING THENCE along the easterly line of Lot 1, North 10 degrees 21 minutes 50 seconds West a distance of 100.00 feet to the southerly side of Columbia Avenue;
RUNNING THENCE along the southerly side of Columbia Avenue, North 79 degrees 38 minutes 10 seconds East 135.64 feet to the point or place of **BEGINNING**.

Said premises being known as 4 & 6 Columbia Street, Huntington Station, New York 11746.

District 0400; Section 140.00; Block 03.00; Lot 072.000

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated December 19, 1907 and recorded in the office of the Suffolk County Clerk on January 9, 1908 in Liber 11872 at Page 329.

- 2) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, at Huntington Station, formerly Fairgrounds, known and designated as Lot No. One (1) on a certain map entitled, "Map B, Property of Allison E. Lowmides, Situate at Fair Grounds, Suffolk Co., N.Y." which map was duly filed in the Suffolk County Clerk's Office as Map No. 432 on September 21, 1903, and which Lot No. One is fifty (50) feet wide front and rear and one hundred and fifty (150) feet deep, as shown on said map.

Subject to any state of facts an accurate survey might show.

Subject to covenants, easements, and restrictions of record affecting the premises, still in effect, if any.

Subject to applicable Building and Zoning Ordinances of the Town of Huntington.

Said premises being known as 14 Columbia Street, Huntington Station, NY 11746

District 0400, Section 140.00, Block 03.00, Lot 073.000

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated December 19, 1997 and recorded in the Office of the Suffolk County Clerk on January 9, 1998 in Liber 11872, Page 305.

Parcels being donated by the Town

- 1) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Huntington Station, Town of Huntington, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Lowndes Avenue 150 feet southeasterly from the corner formed by the intersection of the southwesterly side of Lowndes Avenue and the southerly side of Columbia Street (Columbia Avenue) and from said point of beginning: RUNNING THENCE southerly along the arc of a curve which bears to the right, having a radius of 23.81 feet and a central angle of 59 degrees 47 minutes 47 seconds a distance along said arc of 24.85 feet; THENCE southwesterly along the arc of a curve which bears to the right having a radius of 450 feet and a central angle of 4 degrees 53 minutes 13 seconds a distance along said arc of 38.64 feet; THENCE south 43 degrees 19 minutes 43 seconds west 99.10 feet; THENCE north 19 degrees 23 minutes 17 seconds west 16.32 feet; THENCE north 45 degrees 19 minutes 49 seconds east 130 feet to the point or place of beginning.

- 2) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Huntington Station, Town of Huntington, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Lowndes Avenue, which point is 50 feet northerly from the northerly side of Railroad or Fairground Avenue, as measured along the said westerly side of Lowndes Avenue;

RUNNING THENCE South 56 degrees 07 minutes West and parallel with the northerly line of Railroad Avenue, 150 feet;

RUNNING THENCE North 08 degrees 36 minutes 40 seconds West, along the easterly line of Lots No. 49 and No. 1 as shown on Map 8 of land formerly of Allison B. Bowndes, 114.05 feet;

RUNNING THENCE North 61 degrees 09 minutes 10 seconds East, along a fence, 144.56 feet to the westerly side of Lowndes Avenue;

RUNNING THENCE South 08 degrees 36 minutes 40 seconds East, along the westerly line of Lowndes Avenue, 100 feet to the point or place of BEGINNING.

Said Premises also being known as part of Lots B and C on Map of Property of Allison E. Lowndes and filed in the Suffolk County Clerk's Office on 9/21/903 as Map No. 432.

DEVELOPMENT PLAN

(to be provided)

EXHIBIT B

**EXHIBIT B TO
DEVELOPMENT AGREEMENT**
between the
**COUNTY OF SUFFOLK, THE TOWN OF HUNTINGTON AND THE
TOWN OF HUNTINGTON COMMUNITY DEVELOPMENT AGENCY**

**DEVELOPMENT PLAN
TAKE BACK THE BLOCKS WORKFORCE HOUSING
COLUMBIA STREET REDEVELOPMENT
TOWN OF HUNTINGTON**

Defined terms not otherwise defined herein shall have the meanings set forth in the Development Agreement

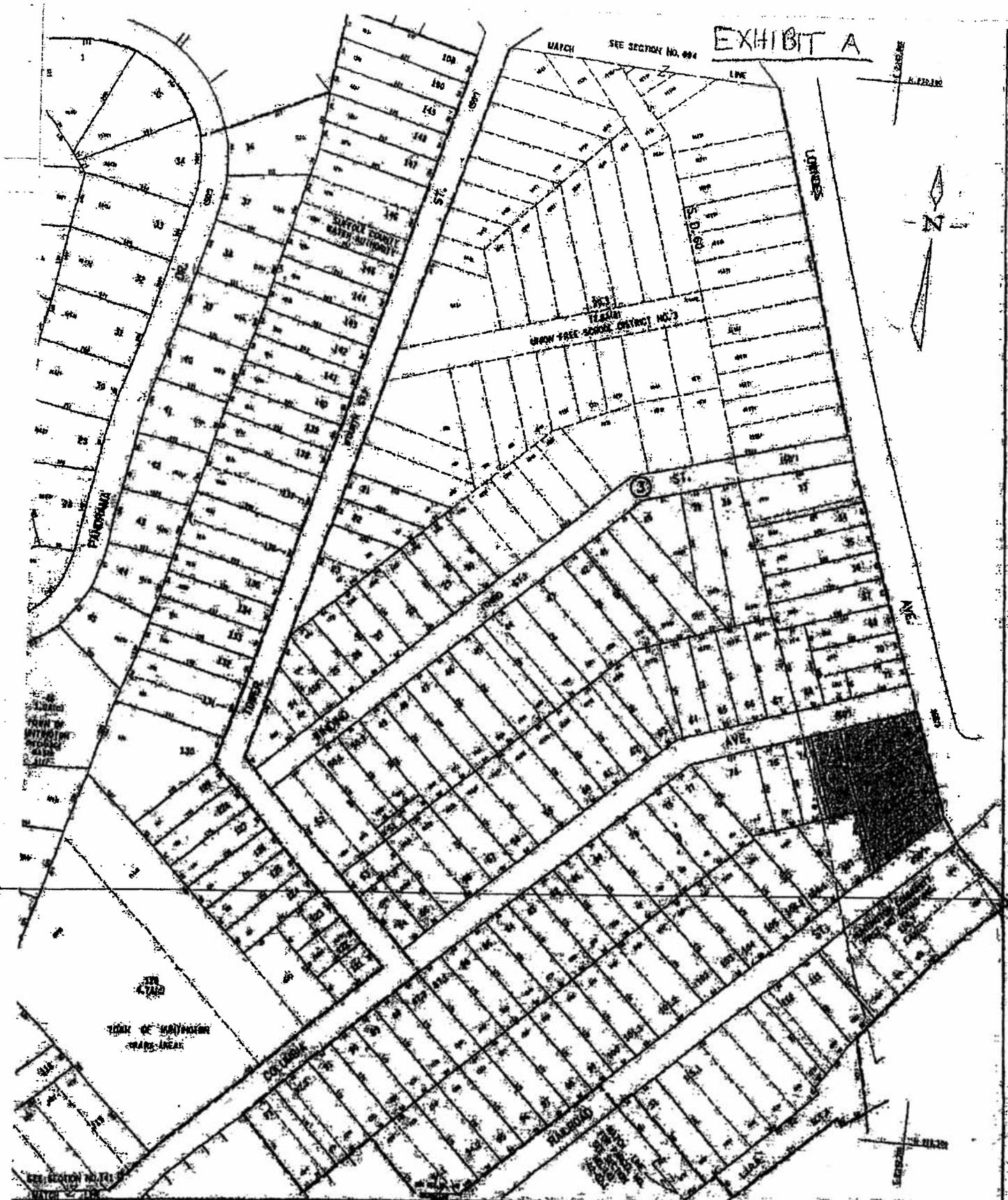
Municipality:	Town of Huntington Attn: Doug Aloise, Director- Community Development 100 Main Street, Suite 309 Huntington, N.Y. 11743
Project Address:	Area contains 4 parcels in Huntington Station to be combined running from north side of Railroad Avenue along Lowndes Avenue and west along Columbia Street (see attached SCTM – <u>Exhibit A</u>).
Site Description:	Suffolk County and the Town of Huntington have developed a plan on an approximate combined 1 acre site that will contain 7 first time homeowner units each with an accessory apartment for a total of 14 units. The site will need to be rezoned from I-5 (Industrial) to permit the construction of 7 home ownership units, each with an accessory apartment (for an aggregate of 14 units), all as more particularly described herein. See legal description attached hereto as <u>Exhibit B</u> .
Owner/Developer:	Town of Huntington Community Development Agency Attn: Doug Aloise, Director 100 Main Street, Suite 309 Huntington, N.Y. 11743
Suffolk County Tax Map Numbers:	4,6 Columbia Street 0400-140.00-03.00-072.000 (to be purchased) 14 Columbia Street 0400-140.00-03.00-073.000 (to be purchased) 0400-140.00-03.00-108.000 (to be donated by Town) 0400-140.00-03.00-109.003 (to be donated by Town) (subject to change after it is subdivided)

Land Purchase:	Suffolk County and the Town of Huntington will jointly purchase the 2 parcels above designated as 4 and 6 Columbia Street and 14 Columbia Street from Community Properties, LP. The Town will donate the 2 adjacent parcels (0400-140.00-03.00-108.000 and 0400-140.000-03.00-109.003). The County will then transfer its interest in the above parcels to the Town. The property will then be transferred to the Huntington Community Development Agency for the development of 14 affordable housing units. The total land acquisition cost is \$778,000. The County's land contribution is \$389,000. The obligations of the parties shall be set forth in a Development Agreement executed among Suffolk County, the Town of Huntington and the Huntington Town Community Development Agency.
Infrastructure Funds:	Suffolk County will subsidize \$100,000 of the infrastructure costs associated with this development. The funds will be utilized to off-set the costs of roads, curbs, lighting, sidewalks and sewer piping. The owner/developer will finance the infrastructure funds and the funds shall only be paid upon completion of all closing conditions.
Project Description:	New construction of 7 owner-occupied homes with accessory apartments. The main unit will have 3 bedrooms, two baths and the accessory apartment will have 1 bedroom and bath and will be handicapped accessible. The home will be approximately 2,100 sq. ft. and will meet or exceed New York State energy building codes. The accessory apartments shall have an approximate square footage of 513 sq. ft. The Town will solicit bids for demolition of the existing 3 structures and construction of the 14 units. Lots will be sold to individual owners. There will be no homeowners association.
County Land Development Subsidy (LDS):	$\$389,000 \div 14 \text{ units or } \$27,785.71 \text{ (per unit)}$
County Infrastructure Development Subsidy (IDS):	$\$100,000 \div 14 \text{ units or } \$ 7,142.85 \text{ (per unit)}$
TOTAL:	$\$489,000 \div 14 \text{ units or } \$34,928.56 \text{ (per unit)}$
LDS & IDS Repayment:	Forgiven after 31 years otherwise repayable upon covenant violation. Resale of a home must be to income eligible purchasers at a qualifying purchase price. Such resale will be overseen by the Town of Huntington through covenants and restrictions to be set forth in a Deed to be executed by each homeowner upon purchase, such Deed to contain such provisions as are reasonably acceptable to the County.
Huntington Housing Trust Fund Subsidy & Repayment:	Subsidy - $\$429,000 \div 14 = \$30,642.85 \text{ (per unit)}$ The subsidy shall be repaid out of the sale proceeds at the time of closing on each of the 7 houses, as applicable.
Homeowner Unit Purchase Prices:	The following figure is subject to change: <u>Subsidized Purchase Price</u> 7 3 BR (each with an accessory apt.) Approximately \$200,000 Town will certify to the County at initial occupancy that it has met such requirements.

<p>Homeownership Occupancy Requirement:</p>	<p>Each housing unit must be owner occupied and remain the principal residence of the owner. The homeowner must repay the LDS and the IDS as set forth above. The LDS and the IDS will be evidenced by a non-interest bearing deferred lien, which may be subordinated to bank financing or other funding sources, as approved by the County. The amount of the LDS and the IDS to be repaid is equal to the original amount of the LDS and IDS.</p>
<p>Income Eligibility:</p>	<p>Homeowners and renters of the accessory apartments must not exceed the following income limits, based on family size, at the time of initial occupancy: 7 homeowner units up to 80% of Nassau/Suffolk HUD median income. 7 rental units up to 80% of Nassau/Suffolk HUD median income. The Town will certify to the County at initial occupancy, and annually thereafter for the rental units, that it has met such requirements.</p>
<p>Homeowner & Renter Selection Process:</p>	<p>The project will be marketed as set forth in <u>Exhibit C</u> attached hereto. A lottery will be conducted.</p>
<p>Funding Sources:</p>	<ol style="list-style-type: none"> 1. Construction loan. 2. \$1,560,000 Empire State Development Restore NY Grant 3. \$13,000 – Huntington CDA 4. \$429,000 – Huntington Housing Trust Fund 5. \$560,000 – NYS Affordable Housing Corporation (pending)
<p>Permitted Conveyances:</p>	<p>Sale of homeownership lots.</p>
<p>Permitted Encumbrances:</p>	<ol style="list-style-type: none"> 1. Construction, a loan principal sum not to exceed \$1,212,793.00. 2. During construction, a second priority mortgage lien(s) in favor of the County in the aggregate principal sum not to exceed \$389,000.

	<p>3. Upon completion of construction of each housing unit and its conveyance to the respective individual purchaser(s), and subject to releases of mortgage lien(s) covering each such lot, a first priority mortgage lien in favor of the permanent residential mortgage lender and a second priority mortgage lien to be held by the County in an amount equal to the LDS and IDS on a 7 house basis equal to \$69,857.14 each.</p>
Development Team Members:	<p>Developer: Doug Aloise, Director Bruce Grant, Deputy Director Jeffrey A. Hartman, P.E.</p>
Conditions of Closing:	<p>1. As set forth in the Development Agreement.</p>

EXHIBIT A



PROPERTY DISTRICTS SEE SECTION NO. 141 MATCH	NOTICE MAINTAINANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUPPORT COUNTY TAX MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE REAL PROPERTY TAX SERVICE AGENCY	 COUNTY OF SUFFOLK Real Property Tax Service Agency County Center - Huntington, N.Y. 11743 516-635-1111		TOWN OF HUNTINGTON VILLAGE OF MAP NO. 0400	SECTION NO. 140 PROPERTY MAP
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EXHIBIT B

Parcels being jointly purchased by the County and the Town

- 1) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, known and designated as Part of Lots B and C, Map B, of Property of Allison E. Lowndes, and filed in the office of the Clerk of Suffolk County on September 21, 1903 as Map No. 432 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Columbia Avenue, with the westerly side of Lowndes Avenue;
RUNNING THENCE South 10 degrees 21 minutes 50 seconds East along the westerly side of Lowndes Avenue a distance of 50.00 feet;
RUNNING THENCE South 54 degrees 29 minutes 10 seconds West along land now or formerly of A. S. Peffer and Sons, Inc, a distance of 144.56 feet to the easterly line of Lot 1 on the above map;
RUNNING THENCE along the easterly line of Lot 1, North 10 degrees 21 minutes 50 seconds West a distance of 100.00 feet to the southerly side of Columbia Avenue;
RUNNING THENCE along the southerly side of Columbia Avenue, North 79 degrees 38 minutes 10 seconds East 135.64 feet to the point or place of **BEGINNING**.

Said premises being known as 4 & 6 Columbia Street, Huntington Station, New York 11746

District 0400, Section 140.00, Block 03.00, Lot 072.000

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated December 19, 1997 and recorded in the office of the Suffolk County Clerk on January 9, 1998 in Liber 11872 at Page 329.

- 2) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, at Huntington Station, formerly Fairgrounds, known and designated as Lot No. One (1) on a certain map entitled, "Map B, Property of Allison E. Lowndes, Situate at Fair Grounds, Suffolk Co., NY" which map was duly filed in the Suffolk County Clerk's Office as Map No. 432 on September 21, 1903, and which Lot No. One is fifty (50) feet wide front and rear and one hundred and fifty (150) feet deep, as shown on said map.

Subject to any state of facts an accurate survey might show.

Subject to covenants, easements, and restrictions of record affecting the premises, still in effect, if any.

Subject to applicable Building and Zoning Ordinances of the Town of Huntington.

Said premises being known as 14 Columbia Street, Huntington Station, NY 11746

District 0400: Section 140.00: Block 03.00: Lot 073.000

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated December 19, 1997 and recorded in the Office of the Suffolk County Clerk on January 9, 1998 in L.iber 11872, Page 305.

Parcels being donated by the Town

- 1) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Huntington Station, Town of Huntington, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Lowndes Avenue 150 feet southeasterly from the corner formed by the intersection of the southwesterly side of Lowndes Avenue and the southerly side of Columbia Street (Columbia Avenue) and from said point of beginning; RUNNING THENCE southerly along the arc of a curve which bears to the right, having a radius of 23.81 feet and a central angle of 59 degrees 47 minutes 47 seconds a distance along said arc of 24.88 feet; THENCE southwesterly along the arc of a curve which bears to the right having a radius of 450 feet and a central angle of 4 degrees 55 minutes 13 seconds a distance along said arc of 38.64 feet; THENCE south 45 degrees 19 minutes 43 seconds west 99.10 feet; THENCE north 19 degrees 23 minutes 17 seconds west 16.32 feet; THENCE north 45 degrees 19 minutes 49 seconds east 130 feet to the point or place of beginning.

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RUNNING THENCE North 08 degrees 36 minutes 40 seconds West, along the easterly line of Lots No. 49 and No. 1 as shown on Map 8 of land formerly of Allison E. Lowndes, 114.05 feet;

RUNNING THENCE North 61 degrees 09 minutes 10 seconds East, along a fence, 144.56 feet to the westerly side of Lowndes Avenue;

RUNNING THENCE South 08 degrees 36 minutes 40 seconds East, along the westerly line of Lowndes Avenue, 100 feet to the point or place of BEGINNING.

Said Premises also being known as part of Lots B and C on "Map of Property of Allison E. Lowndes and filed in the Suffolk County Clerk's Office on 9/21/1903 as Map No. 432.

Exhibit C
Take Back the Blocks Workforce Housing
Columbia Street Redevelopment
Homeownership Marketing and Purchaser Plan

Income Eligibility:

Seven (7) families/individuals whose income does not exceed 80% of the HUD median income from the County of Suffolk. These units will be sold to the buyer, net of subsidies.

Introduction:

The following Marketing Plan is meant to outline the policies and procedures to market seven for sale homes with legal accessory apartments as part of the Town of Huntington's "Take Back the Blocks Program." The idea of the program is to convert absentee-landlord owned properties into homeownership and provide for renters in the community with legal apartments. These for sale homes and rentals will serve up to 80% of area income as defined by HUD for Nassau/Suffolk County. The income for a family of four is \$81,450.00.

The sponsor and development team will market all homes on a fair housing basis with extensive outreach to the minority community.

Besides placing advertisements in local newspapers, the Huntington Community Development Agency's ("HCDA") staff will be working with community leaders and community based not-for-profits to advertise this opportunity to local residents. It is hoped that, with existing down payment assistance programs, this opportunity will be made available to families who normally could not afford to purchase homes even in today's real estate market.

The HCDA already began marketing efforts to the local NAACP, the Lowndes Avenue Task Force, the Huntington Housing Authority, and local clergy leaders based in the minority community. Also the Long Island Housing Partnership has been retained as its housing partner. In addition to assisting with outreach, they will qualify the families as income eligible and will work with their banking partners to assist in securing mortgages and downpayment assistance. All families will be required to attend HUD approved homeownership education/counseling classes.

Income Guidelines Fiscal Year 2009:

Income % Median	Household Size							
	1	2	3	4	5	6	7	8
80%	\$57,000	\$65,150	\$73,300	\$81,450	\$87,950	\$94,450	\$101,000	\$107,500

Marketing and Outreach:

1. Newspapers, Media, Public Service Announcements:

Newspaper advertisements, including local press (The Long Islander, The Observer, The Times of Huntington and other newspapers of interest to the minority community including Point of View, The Community Reporter, El Herald, Hispano De La, La Tribune Hispana, and Nueva America). All ads will include fair housing language:

2. Radio and TV Media:

Releases to WALK, WBAB, WBLI, WFRS, Family Radio, News 12 Long Island, WLIG-TV55, Telecare, and WLIW-TV.

3. Community Outreach:

1. Huntington NAACP
 Dolores Thompson, Executive Director
 Huntington Station Enrichment Center
 1254 New York Avenue
 Huntington Station, N.Y. 11746

2. Adelants of Suffolk County
 10 Third Avenue
 Brentwood, N.Y. 11717

3. Local Houses of Worship:

4. Office of Handicapped Services
 Bruce Blower, Director
 North County Complex
 Building 158
 P.O. Box 1600
 Hauppauge, N.Y. 11788

5. Suffolk County Office of Minority Affairs
Mel Guadalupe, Director
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, N.Y. 11788-0099

6. Town of Huntington Housing Authority
1 A. Lowndes Avenue
Huntington Station, N.Y. 11746
Sisla Byrnes, Director
(631) 427-6220

Application Procedure:

Persons expressing an interest in program participation will be sent an application. Advertising will commence at least thirty days prior to the deadline for the return of completed applications.

Applications will include a cover page summarizing the program, the income guidelines, down payment requirements, first-time homebuyer requirements and the asset policy. The cover page will also advise that HCDA staff will assist applicants with completion of the application and provides both an address and telephone number to secure such assistance.

The application will request a variety of information to enable determination of applicant qualifications, including but not limited to: applicant(s) name, address, telephone number and Social Security Number; names of persons who will reside in the home (to determine family size); questions regarding judgments/bankruptcies; employment data; monthly debts; asset information; questions regarding need for handicap accessibility, etc.

The application also requires that applicants attach documentation to support the statements in the application. Specific documentation required from applicants includes:

- Three years federal tax returns and W-2s, and
- Employee pay stubs for the past two pay periods

Application Review:

Once the applications are received, they are reviewed for completeness and are prescreened for program eligibility and to determine if the applicant(s) would be able to provide the required down payment and carry the requisite mortgage or pay the requisite rental, as applicable. HCDA staff and representatives of the banks providing the end loans will conduct the prescreening. The financial institution providing the mortgages will also screen the participants for the ability to provide a down payment, income eligibility, credit history, etc. HCDA staff and the financial institutions providing the permanent financing are responsible for the selection of participants.

In the event that an applicant is determined not to be eligible for the program, the applicant is sent a certified letter advising of the reason for the ineligibility. The applicant is also afforded then days to challenge the determination and/or provide clarifying information. In addition, he/she is offered mortgage counseling.

Lottery/ Local Preference:

Subject to the paragraph below, all eligible applicants are entered into a lottery where all applicants are ranked. The eligible applicants names are placed in a bin and are selected randomly. The first 7 homeownership applicants selected will be assigned a site, and the remainder will be ranked in order of selection on a waiting list. The first 7 rental applicants selected will also be separated and the remainder will be ranked in order of selection on a waiting list. In the even the list of lottery "winners" and all persons on the waiting list are exhausted and units still remain, advertising continues and applicants are selected on a first-come, first-served basis. A preference will be given to applicants who live in the Town of Huntington or whose parents/grandparents live in the Town of Huntington.

Compliance with Fair Housing Laws:

It should be noted that all staff is instructed to comply with all applicable fair housing laws specifically the Fair Housing Act - Title VIII of the Civil Rights Act of 1968 with the Fair Housing Amendments Act of 1988. All staff will also be instructed that it is illegal to base any qualifying criteria on a person's race, color, national origin, sex, religion, familial status or handicap in accordance with the Fair Housing Act.

Marketing Timetable:

<u>Task</u>	<u>Timeframe</u>
Prepare applications, prepare Correspondence regarding Program and brochures/flyers, Print project signs	_____
Commence formal marketing/ advertising and public service notices	_____
Distribute applications	_____
Review applications for lottery	_____

the delivery of the deed, and subject to the terms and conditions set forth herein, including but not limited to paragraphs 16, 27 and 28 as hereinafter provided.

3. The Premises must be delivered vacant and free of debris at closing.

4. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the Premises at the date hereof, shall be complied with by the SELLER and the Premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The SELLER shall furnish the PURCHASERS with an authorization to make the necessary searches therefore.

5. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

6. The deed shall be a full Bargain and Sale deed with covenants against Grantor's acts in proper statutory short form for recording and shall be duly executed and acknowledged so as to convey to the PURCHASERS the fee simple of the said Premises, free of all encumbrances, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

7. If the SELLER is a corporation, it will deliver to the PURCHASER at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

8. The SELLER shall give and the PURCHASER shall accept a marketable title such as any title company which is authorized to do business in New York State will approve and insure. Such title company must be a Member of the New York Board of Title Underwriters, and shall be on the approved list of title companies authorized by contract to do business with the County of Suffolk and the Town of Huntington.

9. All sums paid on account of this contract, if any, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the PURCHASERS under this contract.

10. The amount of any unpaid taxes, assessments, water charges and sewer rents which the SELLER is obligated to pay and discharge, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the SELLER be allowed to the PURCHASERS out of the balance of the purchase price, provided official bills therefore with interest and penalties thereon figured to said date are furnished by the SELLER at the closing.

11. If at the date of closing there may be any other liens or encumbrances which the SELLER is obligated to pay and discharge, the SELLER shall simultaneously either deliver to the PURCHASERS at the closing of title, instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the SELLER has made arrangements with the title company employed by the PURCHASERS in advance of closing, SELLER will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the PURCHASERS either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the SELLER shall comply with the foregoing requirements.

12. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the SELLER, the SELLER will on request deliver to the PURCHASERS an affidavit showing that such judgments, bankruptcies or other returns are not against the SELLER.

13. The deed shall be delivered at the offices of Christine Malafi, Suffolk County Attorney, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York, at 10:00 o'clock in the forenoon, on or about ninety (90) days from the date of a fully executed Authorizing Resolution of the Suffolk County Legislature approving the acquisition of the Premises herein and a fully executed Authorizing Resolution of the Huntington Town Board approving the acquisition of the Premises herein, whichever is later. The delivery of said deed shall be further subject to the receipt of a final survey guaranteed to the PURCHASERS of the property herein being conveyed and further subject to paragraphs 27 and 28 herein.

14. The parties agree that no broker brought about this sale and the parties agree to hold each other harmless and to indemnify each other for any claims for broker's commissions arising out of this transaction.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other.

16. PURCHASERS will have the Premises surveyed by a professional engineer or licensed land surveyor of their choice, at their expense. If the SELLER is dissatisfied with the PURCHASERS survey, the SELLER may have the Premises surveyed by a licensed land surveyor of its choice, at its expense. If there is a substantial variation between the two surveys, the final determination for the purpose of this contract shall be made by a third surveyor to be selected by the first two. The determination of the third surveyor, whose cost shall be borne equally by the SELLERS and PURCHASER, shall be binding. The PURCHASERS portion of the survey cost shall be divided equally between the COUNTY OF SUFFOLK and the TOWN OF HUNTINGTON.

17. The SELLER herein agrees to comply with all disclosure requirements as imposed upon the SELLER through the various and several local laws and resolutions as enacted by the Suffolk County Legislature and the TOWN OF HUNTINGTON.

18. The SELLER further agrees to file and execute all affidavits, documents and vouchers as required by said local laws of the COUNTY OF SUFFOLK, rules, regulations, ordinances, statutes and resolutions of the Suffolk County Legislature, in addition to those of the TOWN OF HUNTINGTON. The SELLER also agrees to provide duly executed Internal Revenue Service Form W-9 and to sign such proper vouchers for the closing check(s) as may be requested by the respective municipalities and their officers at least twenty (20) days prior to the date fixed for closing, i.e., claim vouchers, closing documents, etc., provided the documents are given to the SELLER at least twenty (20) days prior to closing. SELLER acknowledges that a delay in the delivery of the W-9 or other forms may result in the delay of the scheduled closing date. The SELLER and its attorney shall also be required to issue and file a 1099 statement with the Internal Revenue Service advising them of this conveyance. These requirements shall survive the closing of title and delivery of the deed.

19. The SELLER represents that at no time has the Premises been used for the generation, storage, or disposal of hazardous substances, or, as a landfill or other waste disposal site. Moreover, there are not now, nor have there ever been, underground storage tanks on the Premises.

20. The SELLER represents that there are no actions, suits, claims or proceedings seeking money damages, equitable relief, remedial action or any other remedy pending or threatened relating to a violation or non-compliance with any Environmental Law; or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent the same arise from the condition of the Premises or SELLERS' ownership or use of the Premises. SELLER agrees to defend, indemnify and hold harmless the PURCHASERS for any actions, suits, proceedings or claims seeking money damages, equitable relief, remedial action or other available remedy resulting from the violation of any Environmental Law or the disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent the same arise from the condition of the Premises or SELLERS' ownership or use of the Premises. This provision shall survive the closing of title and delivery of the deed to the Premises.

21. The SELLER represents that no consent or approval is needed from any governmental agency for the transfer of the Premises from the SELLER to the PURCHASERS, and neither the execution of this agreement, nor the closing of title, will violate any Environmental Law.

22. The SELLER agrees that pending the closing, it will:

(a) Not generate, store or dispose of hazardous substances on the Premises, nor allow others to do so;

(b) Comply with all Environmental Laws;

(c) Allow PURCHASERS and their agent's reasonable access, upon reasonable notice to the SELLER, to the Premises for the purposes of ascertaining site conditions and for inspection of the Premises prior to closing.

23. These representations and warranties contained in paragraphs 19, 20, 21, and 22 shall survive the closing, shall be binding upon SELLER and its successors and assigns, and shall inure to the benefit of PURCHASERS and their successors and assigns.

24. The following are to be apportioned as of the date of closing: (i) real estate taxes, special benefit assessments, sewer rents, and water charges, if any, on the basis of the lien year for which assessed; and (ii) home heating oil, if any. There shall be no other adjustments. Any errors or omission in computing apportionments at closing shall be corrected within a reasonable time following the closing.

25. Local Law #32-1980 - The SELLER represents and warrants that the principals of the SELLER have not offered or given any gratuity to any official, employee, or agent of Suffolk County, New York State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement, and that such person(s) has (have) read and is (are) familiar with the provisions of Local Law #32-1980, annexed hereto as Schedule "B".

26. If SELLER is unable to transfer title to PURCHASERS in accordance with this contract, SELLERS' sole liability shall be to refund all money paid on account of this contract, if any, plus all charges, if any, made for: (i) examining the title; (ii) any appropriate additional searches made in accordance with this contract; (iii) survey and survey inspection charges; and (vi) environmental site assessment charges. Upon such refund and payment, this contract shall be considered canceled, and neither SELLER nor PURCHASERS shall have any further rights against the other.

27. This contract and the PURCHASERS obligation to purchase the Premises and close on this transaction are conditioned upon and subject to the following: (a) any state of facts an accurate survey may show, provided same does not render title unmarketable and/or diminish the approved appraised value of said property; (b) covenants, easements, restrictions of record, if any, provided same do not prohibit the use of the Premises for affordable housing purposes under the Suffolk County Affordable Housing Opportunities Program, and further provided that such covenants, easements or restrictions do not diminish the approved appraised value of said property; (c) determinations made after public hearings; (d) the SELLERS' obtainment of consents and permits, if necessary, as may be required by any federal, state or local agency having jurisdiction; (e) an environmental audit of the premises showing the premises to be free of contamination from toxic and/or hazardous substances; (f) Suffolk County Administrative Code Section A42-4 (N) which states, in effect, that transfer of title to this parcel or interest

therein shall take place within two years after the effective date of the County resolution authorizing acquisition of the same; (g) compliance with Chapter 712 of the Suffolk County Regulatory Local Laws as amended by resolution No. 626-2004 and further as the same may be amended and/or superseded; (h) in the event consideration is to be given to an application affecting an interest in this acquisition which application has, or will be made for a special permit, variance, municipal zoning, or subdivision plat, Suffolk County Charter Section C42-2(C)5 mandates that this acquisition shall not be consummated, nor payment made, unless and until said application for the special permit, variance, municipal zoning or subdivision plat has been approved by the governmental entity responsible for determining same; and (i) the COUNTY OF SUFFOLK and the TOWN OF HUNTINGTON obtaining and receiving the necessary funding for this acquisition. In the event said funding is not received then either the COUNTY OF SUFFOLK or the TOWN OF HUNTINGTON shall have the right to terminate this contract and thereafter neither party shall have any further rights against or obligations to the other by reason of this agreement.

28. This transaction, including, but not limited to the closing thereof, is further subject to the following:

(a) The SELLER expressly acknowledges that the PURCHASERS sole purpose in acquiring the Premises is to simultaneously convey same to the Town of Huntington Community Development Agency for development as affordable housing pursuant to the Development Plan annexed hereto as Schedule "C";

(b) This contract and PURCHASERS obligations hereunder are expressly conditioned upon each and all of the following:

(1) A resolution of the Suffolk County Legislature authorizing this acquisition under the Suffolk County Workforce Housing Program; authorizing SUFFOLK COUNTY'S fifty percent (50%) participation therein including, but not limited to, the payment of fifty percent (50%) of the purchase price and the costs of the survey, appraisal, environmental audit, title insurance, tax adjustments as of the date of closing, and taxes prior to exemption; authorizing the TOWN OF HUNTINGTON'S acquisition of the remaining fifty percent (50%) thereof; authorizing the COUNTY OF SUFFOLKS execution of the development agreement ("Development Agreement") for and between the COUNTY OF SUFFOLK, TOWN OF HUNTINGTON and the Town of Huntington Community Development Agency, its successors and/or assigns and thereafter the transfer of the Premises from the COUNTY OF SUFFOLK to the TOWN OF HUNTINGTON; and

(2) A resolution of the Town Board of the TOWN OF HUNTINGTON authorizing this acquisition, authorizing the TOWN OF HUNTINGTON'S fifty percent (50%) participation therein, including, but not limited to, the payment of fifty percent (50%) of the purchase price and the costs of the survey, appraisal, environmental audit, title insurance, tax adjustments as of the date of closing, and taxes prior to exemption; authorizing the COUNTY OF SUFFOLK'S acquisition

of the remaining fifty percent (50%) thereof; authorizing the TOWN OF HUNTINGTON'S execution of the development agreement ("Development Agreement") for and between the COUNTY OF SUFFOLK, TOWN OF HUNTINGTON and the Town of Huntington Community Development Agency, its successors and/or assigns and thereafter the transfer of the Premises from the COUNTY OF SUFFOLK to the TOWN OF HUNTINGTON and from the TOWN OF HUNTINGTON to the Town of Huntington Community Development Agency its successors and/or assigns; and

- (3) Execution of this contract; and
- (4) Execution of the aforementioned Development Agreement; and
- (5) Execution of a deed of the Premises from SELLERS to the PURCHASERS; and
- (6) Execution of a deed of the Premises from the COUNTY OF SUFFOLK to the TOWN OF HUNTINGTON; and
- (7) Execution by the TOWN OF HUNTINGTON of a note and mortgage running from the TOWN OF HUNTINGTON to and in favor of the COUNTY OF SUFFOLK; and
- (8) Execution of a deed of the Premises from the TOWN OF HUNTINGTON to the Town of Huntington Community Development Agency, its successors and/or assigns; and
- (10) Payment of any amounts of monies/consideration respectively due, by and between all of the respective parties; and

(c) A simultaneous closing of the Premises between SELLER and the PURCHASERS and the closing of the Premises between the COUNTY OF SUFFOLK and the TOWN OF HUNTINGTON; and the closing of the Premises between the TOWN OF HUNTINGTON and the Town of Huntington Community Development Agency, its successors and/or assigns ; and

(d) If any of the above does not occur, any party shall have the right to terminate this contract and thereafter SELLER or PURCHASERS shall have no further rights against or obligations to the other.

Each of the provisions of this paragraph shall survive the closing of title.

29. At the closing of title hereunder, if the SELLER is not a foreign person as that term is defined in Internal Revenue Service Code 1445(f)(3) and the regulations issued therein, SELLER shall deliver to PURCHASERS a non-foreign affidavit. In the event that the SELLER is such a foreign person, or in the event that PURCHASERS have actual knowledge that the non-

foreign affidavit is false, then PURCHASERS shall deduct, withhold and deliver to the Internal Revenue Service a tax equal to ten (10%) per cent of the purchase price of such amount as has been provided for in a Treasury Department qualifying statement.

30. New York State Tax Law, Section 663, effective September 1, 2003, provides that non-resident individuals selling real property located in New York, except a principal residence, as that term is defined in the Internal Revenue Code. 26 U.S.C. Section 121, along with two other exceptions, requires that the seller file a return and pay their estimated "personal income tax liability on the gain, if any, from such sale or transfer." Said section also states that no deed shall be recorded by any recording officer absent such a certification by the commissioner or a certification by the transferor that this section is inapplicable to the sale or transfer. SELLER agrees to comply with New York State Tax Law, Section 663, and further agrees to provide the appropriate certification, accordingly, as a condition of closing.

The provisions of this paragraph shall survive the delivery of any instrument of conveyance pursuant to this agreement.

31. In the event that any errors or omissions are made in computing the purchase price, apportionments and/or other adjustments that are made at closing, same shall be corrected within a reasonable time following the closing, upon a written request from either party. The provisions of this paragraph shall survive the closing and the delivery of any instrument of conveyance issued pursuant to this agreement.

32. The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Agreement.

33. This agreement may not be changed or terminated orally. The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

34. If two or more persons constitute either the SELLER or the PURCHASER, the word "SELLER" or the word "PURCHASER" shall be construed as if it read "SELLERS" or "PURCHASERS", whenever the sense of this agreement so requires.

35. Notwithstanding any other provisions contained within this Contract of Sale, the parties acknowledge that the premises and all structures located thereon shall at the closing of title be delivered "AS IS". SELLER shall have no obligation to make any repairs to the structures, mechanical systems, plumbing and electrical systems or to obtain any permits, Certificates of Occupancy and/or Letters in Lieu of Certificates of Occupancy for the premises.

36. In the event that there are any defects in the SELLER'S title, the SELLER shall not be required to bring any actions or proceedings, the cost of which would exceed \$5,000.00 or to otherwise incur any expense exceeding \$5000.00 (exclusive of the liens of mortgages,

judgments and tax liens incurred by the SELLER) to render the title insurable or marketable. However, the PURCHASER shall have the privilege to waive any defects and accept such title, as the SELLER is able to convey, without any abatement or diminution in the purchase price. If the PURCHASER, however, shall refuse same, the SELLER shall rescind this contract and upon refunding to the PURCHASER herein the sum paid on the signing of this contract, together with the net title company cancellation fee for title search without insurance and new survey or survey inspection expense relating to the examination of title to the premises, all further liability on the part of the SELLER hereunder shall cease and this contract shall become null, void and of no further force and effect and the SELLER shall not be liable for any other costs or damages whatsoever. It is agreed that nothing contained in the paragraph shall be deemed to compel the PURCHASER to accept a defective title.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

IN PRESENCE OF:

COUNTY OF SUFFOLK

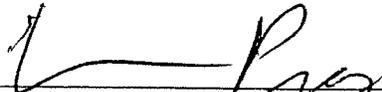
COMMUNITY PROPERTIES, L.P.

By: _____

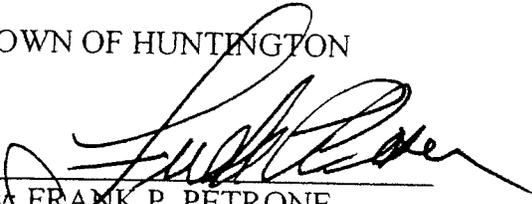
Name: _____

Title: Deputy County Executive

Date: _____


By: DONALD A. PIUS, as President of
PAD Properties, Inc., General Partner

TOWN OF HUNTINGTON


By: FRANK P. PETRONE
Town Supervisor

Approved as to Legality:

CHRISTINE MALAFI
Suffolk County Attorney

APPROVED:
DEPARTMENT OF ECONOMIC
DEVELOPMENT AND WORKFORCE
HOUSING-DIVISION OF
AFFORDABLE HOUSING

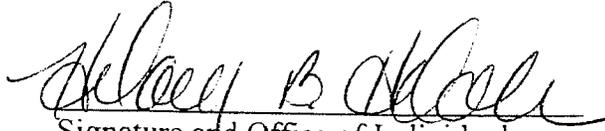

By: MICHAEL A. AMOROSO
Bureau Chief
Real Estate/Condemnation Bureau


By: JILL ROSEN-NIKOLOFF
Title: Director of Affordable Housing

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

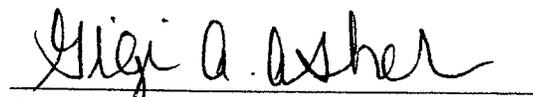
Hilary B. Hoschel
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01H06052938
Commission Expires 12/26/2010

On the 22nd day of July in the year 2009, before me, the undersigned, personally appeared Donald A. Pius, 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.


Signature and Office of Individual
Taking Acknowledgment

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

On the 14 day of August in the year 2009, before me, the undersigned, personally appeared Frank Petrone, 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.


Signature and Office of Individual
Taking Acknowledgment

GIGI A. ASHER
Notary Public, State of New York
No. 01AS6111993
Qualified in Suffolk County 12
Commission Expires June 28, 2012

SCHEDULE "A"

ALL that certain plot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, currently identified as Suffolk County Tax Map Nos. 0400-140.00-03.00-072.000 and 0400-140.00-03.00-073.000, subject to a full metes and bounds description subsequent to and in accordance with an up-to-date survey guaranteed to the County of Suffolk and Town of Huntington.

1118-1980

**RESOLUTION NO. 1118-1980, ADOPTING LOCAL LAW
NO. 32, YEAR 1980, A LOCAL LAW CONCERNING THE
OFFERING, GIVING OR RECEIVING OF A GRATUITY TO
OR BY AN OFFICIAL OF A POLITICAL PARTY.**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on December 8, 1980, a proposal local law entitled "A LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY," and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that the said local law be enacted in form as follows:

LOCAL LAW NO. 32, YEAR 1980, SUFFOLK COUNTY, NEW YORK

LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF
A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY.

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF
SUFFOLK AS FOLLOWS:

Section 1. Definitions.

(a) As used herein, the word "agreement" means any written or oral contract, or any implied contract, including, but not limited to, a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services or both to the County pursuant to a successful bid.

(b) As used herein, the word "gratuity" means any money, benefit, entertainment, gift, or any other consideration whatsoever.

(c) As used herein, the phrase "official of a political party" shall mean a party officer as defined by Section 1-104(5) of the Election Law.

(d) As used herein, the word "person" means any individual, partnership, firm, corporation, or other legal entity, as well as their employees, agents or representatives.

(e) As used herein, the phrase "political party" shall mean a party as defined by Section 1-104(3) of the Election Law.

Section 2. Prohibitions

(a) It shall be a crime for any person to offer or give any gratuity to an official of any political party, with the purpose or intent of securing or obtaining an agreement with the County of Suffolk, securing favorable treatment with respect to the awarding or amending of such agreement, or the making of any determination with respect to the performance of an agreement.

(b) It shall be a crime for an official of a political party to solicit, receive or accept a gratuity in connection with securing or obtaining an agreement with the County of Suffolk, securing favorable treatment with respect to the awarding or amending of such agreement or the making of a determination with respect to the performance of such agreement.

Section 3. Mandatory Contract Clause. In all agreements with the County of Suffolk, made after the effective date of this Law, there shall be a written representation by the person entering the agreement with the County that he has not offered or given any gratuity to any official, employee or agent of Suffolk County, New York State, or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement, or the making of any determinations with respect to the performance of an agreement, and that such person has read and is familiar with the provisions of this Local Law.

Section 4. Penalties.

(a) Criminal. A violation of Section 2 of this Local Law shall be a Class A Misdemeanor and shall be punishable by a sentence of not more than one (1) year in prison or a fine of not more than one thousand dollars, or by both such fine and imprisonment.

(b) Civil Remedies. A violation of Section 2 or 3 of this Local Law shall give the County the option, among other civil remedies, of either terminating the agreement or deducting the value of the gratuity from any amount due or to become due from the County thereunder.

Section 5. Exceptions. This Local Law shall not apply to contributions to political parties, committees or candidates as defined by Section 14-100(19) of the Election Law. Such contributions shall be excluded from and shall not be in violation of this Local Law.

Section 6. Separability. If any part of this Local Law shall be declared unconstitutional by any Court, such declaration shall not affect the constitutionality of any other part.

Section 7. This law shall take effect immediately.

Dated: December 9, 1980

APPROVED by: /s/ Peter F. Cohalan
County Executive of Suffolk County after a public hearing duly held

Date of Approval: December 23, 1980. Filed with the Secretary of State, January 5, 1981

EXHIBIT C
TO
CONTRACT OF SALE

**DEVELOPMENT PLAN
TAKE BACK THE BLOCKS WORKFORCE HOUSING
COLUMBIA STREET REDEVELOPMENT
TOWN OF HUNTINGTON**

Defined terms not otherwise defined herein shall have the meanings set forth in the Development Agreement

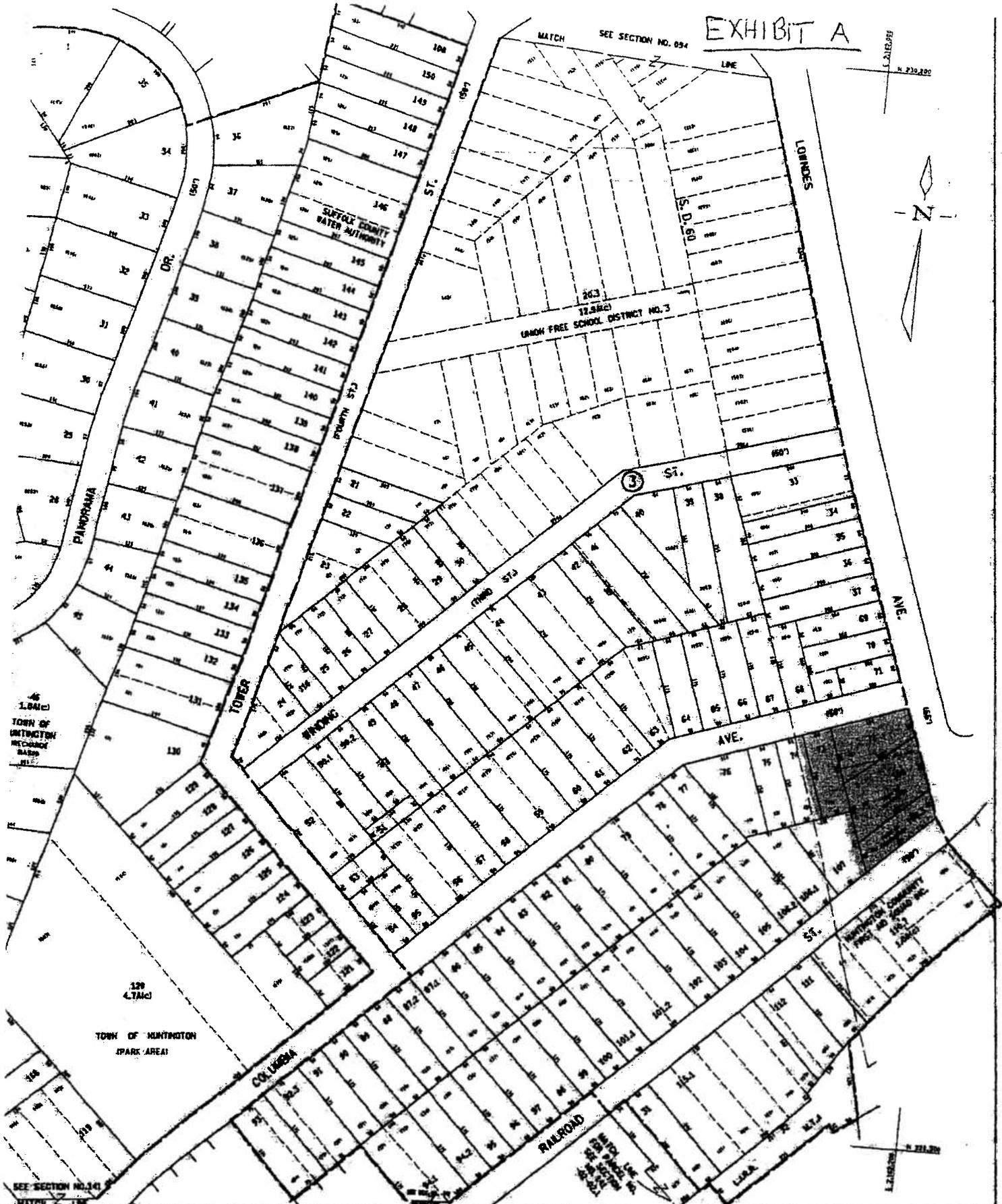
Municipality:	Town of Huntington Attn: Doug Aloise, Director- Community Development 100 Main Street, Suite 309 Huntington, N.Y. 11743
Project Address:	Area contains 4 parcels in Huntington Station to be combined running from north side of Railroad Avenue along Lowndes Avenue and west along Columbia Street (see attached SCTM - <u>Exhibit A</u>).
Site Description:	Suffolk County and the Town of Huntington have developed a plan on an approximate combined 1 acre site that will contain 7 first time homeowner units each with an accessory apartment for a total of 14 units. The site will need to be rezoned from I-5 (Industrial) to permit the construction of 7 home ownership units, each with an accessory apartment (for an aggregate of 14 units), all as more particularly described herein. See legal description attached hereto as <u>Exhibit B</u> .
Owner/Developer:	Town of Huntington Community Development Agency Attn: Doug Aloise, Director 100 Main Street, Suite 309 Huntington, N.Y. 11743
Suffolk County Tax Map Numbers:	4,6 Columbia Street 0400-140.00-03.00-072.000 (to be purchased) 14 Columbia Street 0400-140.00-03.00-073.000 (to be purchased) 0400-140.00-03.00-108.000 (to be donated by Town) 0400-140.00-03.00-109.003 (to be donated by Town) (subject to change after it is subdivided)

Land Purchase:	Suffolk County and the Town of Huntington will jointly purchase the 2 parcels above designated as 4 and 6 Columbia Street and 14 Columbia Street from Community Properties, LP. The Town will donate the 2 adjacent parcels (0400-140.00-03.00-108.000 and 0400-140.000-03.00-109.003). The County will then transfer its interest in the above parcels to the Town. The property will then be transferred to the Huntington Community Development Agency for the development of 14 affordable housing units. The total land acquisition cost is \$778,000. The County's land contribution is \$389,000. The obligations of the parties shall be set forth in a Development Agreement executed among Suffolk County, the Town of Huntington and the Huntington Town Community Development Agency.
Infrastructure Funds:	Suffolk County will subsidize \$100,000 of the infrastructure costs associated with this development. The funds will be utilized to off-set the costs of roads, curbs, lighting, sidewalks and sewer piping. The owner/developer will finance the infrastructure funds and the funds shall only be paid upon completion of all closing conditions.
Project Description:	New construction of 7 owner-occupied homes with accessory apartments. The main unit will have 3 bedrooms, two baths and the accessory apartment will have 1 bedroom and bath and will be handicapped accessible. The home will be approximately 2,100 sq. ft. and will meet or exceed New York State energy building codes. The accessory apartments shall have an approximate square footage of 513 sq. ft. The Town will solicit bids for demolition of the existing 3 structures and construction of the 14 units. Lots will be sold to individual owners. There will be no homeowners association.
County Land Development Subsidy (LDS):	$\$389,000 \div 14 \text{ units or } \$27,785.71 \text{ (per unit)}$
County Infrastructure Development Subsidy (IDS):	$\$100,000 \div 14 \text{ units or } \$ 7,142.85 \text{ (per unit)}$
TOTAL:	$\$489,000 \div 14 \text{ units or } \$34,928.56 \text{ (per unit)}$
LDS & IDS Repayment:	Forgiven after 31 years otherwise repayable upon covenant violation. Resale of a home must be to income eligible purchasers at a qualifying purchase price. Such resale will be overseen by the Town of Huntington through covenants and restrictions to be set forth in a Deed to be executed by each homeowner upon purchase, such Deed to contain such provisions as are reasonably acceptable to the County.
Huntington Housing Trust Fund Subsidy & Repayment:	Subsidy - $\$429,000 \div 14 = \$30,642.85 \text{ (per unit)}$ The subsidy shall be repaid out of the sale proceeds at the time of closing on each of the 7 houses, as applicable.
Homeowner Unit Purchase Prices:	The following figure is subject to change: <u>Subsidized Purchase Price</u> 7 3 BR (each with an accessory apt.) Approximately \$200,000 Town will certify to the County at initial occupancy that it has met such requirements.

<p>Homeownership Occupancy Requirement:</p>	<p>Each housing unit must be owner occupied and remain the principal residence of the owner. The homeowner must repay the LDS and the IDS as set forth above. The LDS and the IDS will be evidenced by a non-interest bearing deferred lien, which may be subordinated to bank financing or other funding sources, as approved by the County. The amount of the LDS and the IDS to be repaid is equal to the original amount of the LDS and IDS.</p>
<p>Income Eligibility:</p>	<p>Homeowners and renters of the accessory apartments must not exceed the following income limits, based on family size, at the time of initial occupancy: 7 homeowner units up to 80% of Nassau/Suffolk HUD median income. 7 rental units up to 80% of Nassau/Suffolk HUD median income. The Town will certify to the County at initial occupancy, and annually thereafter for the rental units, that it has met such requirements.</p>
<p>Homeowner & Renter Selection Process:</p>	<p>The project will be marketed as set forth in <u>Exhibit C</u> attached hereto. A lottery will be conducted.</p>
<p>Funding Sources:</p>	<ol style="list-style-type: none"> 1. Construction loan. 2. \$1,560,000 Empire State Development Restore NY Grant 3. \$13,000 – Huntington CDA 4. \$429,000 – Huntington Housing Trust Fund 5. \$560,000 – NYS Affordable Housing Corporation (pending)
<p>Permitted Conveyances:</p>	<p>Sale of homeownership lots.</p>
<p>Permitted Encumbrances:</p>	<ol style="list-style-type: none"> 1. Construction, a loan principal sum not to exceed \$1,212,793.00. 2. During construction, a second priority mortgage lien(s) in favor of the County in the aggregate principal sum not to exceed \$389,000.

	<p>3. Upon completion of construction of each housing unit and its conveyance to the respective individual purchaser(s), and subject to releases of mortgage lien(s) covering each such lot, a first priority mortgage lien in favor of the permanent residential mortgage lender and a second priority mortgage lien to be held by the County in an amount equal to the LDS and IDS on a 7 house basis equal to \$69,857.14 each.</p>
Development Team Members:	<p>Developer: Doug Aloise, Director Bruce Grant, Deputy Director Jeffrey A. Hartman, P.E.</p>
Conditions of Closing:	<p>1. As set forth in the Development Agreement.</p>

EXHIBIT A



L. 2121093
N. 2302022



L. 2121093
N. 2302022

<p>PROPERTIES DISTRICTS</p>	<p>NOTICE MAINTENANCE, ALTERATION, SALE, OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.</p>	<p>COUNTY OF SUFFOLK Real Property Tax Service Agency County Center Riverhead, N.Y. 11961 SCALE: 1/4" = 1' FEET</p>		<p>TOWN OF HUNTINGTON RELEASE OF DISTRICT NO. 0400</p>	<p>SECTION NO. 140 PROPERTY MAP</p>
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EXHIBIT B

Parcels being jointly purchased by the County and the Town

- 1) **ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, known and designated as Part of Lots B and C, Map B, of Property of Allison E. Lowndes, and filed in the office of the Clerk of Suffolk County on September 21, 1903 as Map No. 432 and bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Columbia Avenue, with the westerly side of Lowndes Avenue;

RUNNING THENCE South 10 degrees 21 minutes 50 seconds East along the westerly side of Lowndes Avenue a distance of 50.00 feet;

RUNNING THENCE South 54 degrees 29 minutes 10 seconds West along land now or formerly of A.S. Pettit and Sons, Inc. a distance of 144.56 feet to the easterly line of Lot 1 on the above map;

RUNNING THENCE along the easterly line of Lot 1, North 10 degrees 21 minutes 50 seconds West a distance of 100.00 feet to the southerly side of Columbia Avenue;

RUNNING THENCE along the southerly side of Columbia Avenue, North 79 degrees 38 minutes 10 seconds East 135.64 feet to the point or place of **BEGINNING**.

Said premises being known as 4 & 6 Columbia Street, Huntington Station, New York 11746.

District 0400; Section 140.00; Block 03.00; Lot 072.000

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated December 19, 1997 and recorded in the office of the Suffolk County Clerk on January 9, 1998 in Liber 11872 at Page 329.

- 2) **ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk and State of New York, at Huntington Station, formerly Fairgrounds, known and designated as Lot No. One (1) on a certain map entitled, "Map B, Property of Allison E. Lowndes, Situate at Fair Grounds, Suffolk Co., N.Y." which map was duly filed in the Suffolk County Clerk's Office as Map No. 432 on September 21, 1903, and which Lot No. One is fifty (50) feet wide front and rear and one hundred and fifty (150) feet deep, as shown on said map.

Subject to any state of facts an accurate survey might show.

Subject to covenants, easements, and restrictions of record affecting the premises, still in effect, if any.

Subject to applicable Building and Zoning Ordinances of the Town of Huntington.

Said premises being known as 14 Columbia Street, Huntington Station, NY 11746

District 0400; Section 140.00; Block 03.00; Lot 073.000

BEING AND INTENDED to be the same premises conveyed to the party of the first part by deed dated December 19, 1997 and recorded in the Office of the Suffolk County Clerk on January 9, 1998 in Liber 11872, Page 305.

Parcels being donated by the Town

- 1) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Huntington Station, Town of Huntington, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the southwesterly side of Lowndes Avenue 150 feet southeasterly from the corner formed by the intersection of the southwesterly side of Lowndes Avenue and the southerly side of Columbia Street (Columbia Avenue) and from said point of beginning, RUNNING THENCE southerly along the arc of a curve which bears to the right, having a radius of 23.81 feet and a central angle of 59 degrees 47 minutes 47 seconds a distance along said arc of 24.85 feet; THENCE southwesterly along the arc of a curve which bears to the right having a radius of 450 feet and a central angle of 4 degrees 55 minutes 13 seconds a distance along said arc of 38.64 feet; THENCE south 45 degrees 19 minutes 43 seconds west 99.10 feet; THENCE north 19 degrees 23 minutes 17 seconds west 16.32 feet; THENCE north 45 degrees 19 minutes 49 seconds east 130 feet to the point or place of beginning.

- 2) ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being at Huntington Station, Town of Huntington, County of Suffolk and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Lowndes Avenue, which point is 50 feet northerly from the northerly side of Railroad or Fairground Avenue, as measured along the said westerly side of Lowndes Avenue;

RUNNING THENCE South 56 degrees 07 minutes West and parallel with the northerly line of Railroad Avenue, 150 feet;

RUNNING THENCE North 08 degrees 36 minutes 40 seconds West, along the easterly line of Lots No. 49 and No. 1 as shown on Map 8 of land formerly of Allison E. Lowndes, 114.05 feet;

RUNNING THENCE North 61 degrees 09 minutes 10 seconds East, along a fence, 144.56 feet to the westerly side of Lowndes Avenue;

RUNNING THENCE South 08 degrees 36 minutes 40 seconds East, along the westerly line of Lowndes Avenue, 100 feet to the point or place of BEGINNING.

Said Premises also being known as part of Lots B and C on "Map of Property of Allison E. Lowndes and filed in the Suffolk County Clerk's Office on 9/21/1903 as Map No. 432.

Exhibit C
Take Back the Blocks Workforce Housing
Columbia Street Redevelopment
Homeownership Marketing and Purchaser Plan

Income Eligibility:

Seven (7) families/individuals whose income does not exceed 80% of the HUD median income from the County of Suffolk. These units will be sold to the buyer, net of subsidies.

Introduction:

The following Marketing Plan is meant to outline the policies and procedures to market seven for sale homes with legal accessory apartments as part of the Town of Huntington's "Take Back the Blocks Program." The idea of the program is to convert absentee-landlord owned properties into homeownership and provide for renters in the community with legal apartments. These for sale homes and rentals will serve up to 80% of area income as defined by HUD for Nassau/Suffolk County. The income for a family of four is \$81,450.00.

The sponsor and development team will market all homes on a fair housing basis with extensive outreach to the minority community.

Besides placing advertisements in local newspapers, the Huntington Community Development Agency's ("HCDA") staff will be working with community leaders and community based not-for-profits to advertise this opportunity to local residents. It is hoped that, with existing down payment assistance programs, this opportunity will be made available to families who normally could not afford to purchase homes even in today's real estate market.

The HCDA already begun marketing efforts to the local NAACP, the Lowndes Avenue Task Force, the Huntington Housing Authority, and local clergy leaders based in the minority community. Also the Long Island Housing Partnership has been retained as its housing partner. In addition to assisting with outreach, they will qualify the families as income eligible and will work with their banking partners to assist in securing mortgages and downpayment assistance. All families will be required to attend HUD approved homeownership education/counseling classes.

Income Guidelines Fiscal Year 2009:

Income % Median	Household Size							
	1	2	3	4	5	6	7	8
80%	\$57,000	\$65,150	\$73,300	\$81,450	\$87,950	\$94,450	\$101,000	\$107,500

Marketing and Outreach:

1. Newspapers, Media, Public Service Announcements:

Newspaper advertisements, including local press (The Long Islander, The Observer, The Times of Huntington and other newspapers of interest to the minority community including Point of View, The Community Reporter, El Heraldo, Hispano De Li, La Tribune Hispana, and Nueva America). All ads will include fair housing language.

2. Radio and TV Media:

Releases to WALK, WBAB, WBLI, WFRS, Family Radio, News 12 Long Island, WLIG-TV55, Telicare, and WLIW-TV.

3. Community Outreach:

1. Huntington NAACP
Dolores Thompson, Executive Director
Huntington Station Enrichment Center
1264 New York Avenue
Huntington Station, N.Y. 11746

2. Adelante of Suffolk County
10 Third Avenue
Brentwood, N.Y. 11717

3. Local Houses of Worship

4. Office of Handicapped Services
Bruce Blower, Director
North County Complex
Building 158
P.O. Box 1600
Hauppauge, N.Y. 11788

5. Suffolk County Office of Minority Affairs
Mel Guadalupe, Director
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, N.Y. 11788-0099
6. Town of Huntington Housing Authority
1 A Lowndes Avenue
Huntington Station, N.Y. 11746
Siela Bynoe, Director
(631) 427-6220

Application Procedure:

Persons expressing an interest in program participation will be sent an application. Advertising will commence at least thirty days prior to the deadline for the return of completed applications.

Applications will include a cover page summarizing the program, the income guidelines, down payment requirements, first-time homebuyer requirements and the asset policy. The cover page will also advise that HCDA staff will assist applicants with completion of the application and provides both an address and telephone number to secure such assistance.

The application will request a variety of information to enable determination of applicant qualifications, including but not limited to: applicant(s) name, address, telephone number and Social Security Number; names of persons who will reside in the home (to determine family size); questions regarding judgments/bankruptcies; employment data; monthly debts; asset information; questions regarding need for handicap accessibility, etc.

The application also requires that applicants attach documentation to support the statements in the application. Specific documentation required from applicants include:

- Three years federal tax returns and W-2s; and
- Employee pay stubs for the past two pay periods

Application Review:

Once the applications are received, they are reviewed for completeness and are prescreened for program eligibility and to determine if the applicant(s) would be able to provide the required down payment and carry the requisite mortgage or pay the requisite rental, as applicable. HCDA staff and representatives of the banks providing the end loans will conduct the prescreening. The financial institution providing the mortgages will also screen the participants for the ability to provide a down payment, income eligibility, credit history, etc. HCDA staff and the financial institutions providing the permanent financing are responsible for the selection of participants.

In the event that an applicant is determined not to be eligible for the program, the applicant is sent a certified letter advising of the reason for the ineligibility. The applicant is also afforded then days to challenge the determination and/or provide clarifying information. In addition, he/she is offered mortgage counseling.

Lottery/ Local Preference:

Subject to the paragraph below, all eligible applicants are entered into a lottery where all applicants are ranked. The eligible applicants names are placed in a bin and are selected randomly. The first 7 homeownership applicants selected will be assigned a site, and the remainder will be ranked in order of selection on a waiting list. The first 7 rental applicants selected will also be separated and the remainder will be ranked in order of selection on a waiting list. In the even the list of lottery "winners" and all persons on the waiting list are exhausted and units still remain, advertising continues and applicants are selected on a first-come, first-served basis. A preference will be given to applicants who live in the Town of Huntington or whose parents/grandparents live in the Town of Huntington.

Compliance with Fair Housing Laws:

It should be noted that all staff is instructed to comply with all applicable fair housing laws specifically the Fair Housing Act – Title VIII of the Civil Rights Act of 1968 with the Fair Housing Amendments Act of 1988. All staff will also be instructed that it is illegal to base any qualifying criteria on a person's race, color, national origin, sex, religion, familial status or handicap in accordance with the Fair Housing Act.

Marketing Timetable:

<u>Task</u>	<u>Timeframe</u>
Prepare applications, prepare Correspondence regarding Program and brochures/flyers, Print project signs	_____
Commence formal marketing/ advertising and public service notices	_____
Distribute applications	_____
Review applications for lottery	_____

COMMUNITY PROPERTIES, L.P.

DISCLOSURE STATEMENT WITH RESPECT TO A PROPOSED
TRANSFER OF AN INTEREST IN REAL PROPERTY TO SUFFOLK COUNTY
PURSUANT TO SUFFOLK COUNTY CODE §342-6

Instructions:

This affidavit must be signed by all owners of record, contract vendees, lessors, lessees, sub-lessors, sub-lessees, contract lessors, contract lessees, contract sub-lessors, contract sub-lessees, holders of encumbrances and contract holders of encumbrances. The purpose of this affidavit is to insure disclosure of any interest of any nature or form, whether oral or written, held by any individual, partnership, firm or corporation.

"a" THROUGH "j" SHALL BE DEFINITELY ANSWERED. In all instances the required information should be furnished, and if the answer is NO or NONE, it should so state in the response. The phrase "NOT APPLICABLE" shall not be used on this form. **DO NOT LEAVE ANY BLANKS.**

(Exceptions: This affidavit is not required from corporations traded on recognized national/regional stock exchanges or traded on the over-the-counter stock market, wherein said corporation's stock is publicly held. The affidavit is not required from corporations or other associations, duly licensed by the State of New York for the banking or insurance industry.)

As to all signatories of this affidavit as specified above:

a. If the owner [signatory] is an individual, state full name, street address, and date property was acquired:

Name	Address	Date Acquired
" NONE "		

Social Security No. _____

b. If the owner [signatory] is a partnership, state the name, street address, the nature and percentage of interest of each partner, and date the property was acquired. In the event that the partnership includes partners who are a corporation or a partnership, then such entity shall complete a full disclosure statement.

Name	Address	Nature and Percentage of Each Partner	Date Acquired
PAD Properties, Inc.	794 Fort Salonga Rd. Northport, NY 11768	General Partner 1%	12/30/03
Donald A. Pius	794 Fort Salonga Rd. Northport, NY 11768	Limited Partner 99%	12/30/03

Federal I. D. No. 11-3246901

f. State the interest of the signatory in the property and date so acquired:

<u>Interest of Signatory</u>	<u>Date of Acquisition</u>
Fee Owner	December 30, 2003

g. If the signatory is not the fee owner of the property, state the name and addresses of all other parties who have a superior interest, or title, in the property in question and state the nature of their interest and date so acquired. If any such party is a corporation, partnership or firm, state the names of all officers, directors, shareholders, partners or proprietors of such entity:

<u>Person Holding Interest</u>	<u>Title</u>	<u>Shareholder</u>	<u>Partner</u>	<u>Nature of Interest</u>

(Attached hereto must be a sworn statement of all parties listed in this paragraph stating that to their knowledge the statement made herein is correct and accurate).

h. State whether any person whose name is contained in paragraphs "a", "b", or "c" is an officer or employee of any unit of village, town, county, city, state or federal government, or an employee or officer of a special or school district. (Exception: Volunteer fireman or air defense volunteer).

<u>Name</u>	<u>Title of Employee</u>	<u>Governmental Entity</u>

i. State whether any person, partnership, firm or corporation has any interest, as defined in the instructions, in respect to the subject property who does not fall within paragraph "g" above. If none, so state; if otherwise, set forth names, addresses and nature of interest and date so acquired.

<u>Name</u>	<u>Address</u>	<u>Nature of Interest</u>

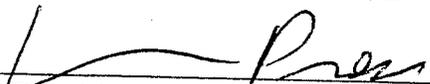
j. The name of the real estate broker or brokers (co-brokers, listing or selling) who will earn a commission as a result of the consummation of a lease agreement between the County of Suffolk and a property owner/landlord represented by said broker or brokers, including a complete list of the names and addresses of said broker or brokers. and a complete list of the names and addresses of individuals who are shareholders, partners or trustees holding at least a five percent interest in the corporation, partnership or association if such broker is organized as such. If the broker is a corporation, then this information shall include the names and addresses of all individuals serving on the Board of Directors and the names and addresses of all corporate officers, together with conspicuous identification of any such person in the table of organization of said corporation who is an officer or an employee of Suffolk County.

" NONE "

k. All signatories hereby agree that in the event there is any change, in any matter set forth herein, after the execution hereof, and during the term of the contract, they shall file with the County a supplemental affidavit containing the details of such change within five (5) days of such change.

Deponent makes this affidavit to induce Suffolk County to enter into an agreement to acquire the real property for County purposes, with full knowledge that the County will rely upon the statements made herein.

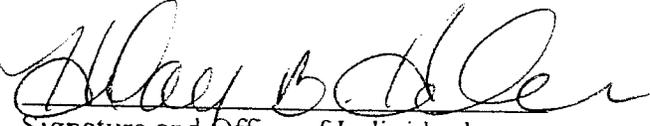
COMMUNITY PROPERTIES, L.P.


By: Donald A. Pius, as President of
PAD Properties, Inc., General Partner

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

Hilary B. Hoschel
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01H06052938
Commission Expires 12/27/2010

On the 2nd day of JULY in the year 2009, before me, the undersigned, personally appeared Donald A. Pius, 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.


Signature and Office of Individual
Taking Acknowledgment

PAD PROPERTIES, INC.

DISCLOSURE STATEMENT WITH RESPECT TO A PROPOSED
TRANSFER OF AN INTEREST IN REAL PROPERTY TO SUFFOLK COUNTY
PURSUANT TO SUFFOLK COUNTY CODE §342-6

Instructions:

This affidavit must be signed by all owners of record, contract vendees, lessors, lessees, sub-lessors, sub-lessees, contract lessors, contract lessees, contract sub-lessors, contract sub-lessees, holders of encumbrances and contract holders of encumbrances. The purpose of this affidavit is to insure disclosure of any interest of any nature or form, whether oral or written, held by any individual, partnership, firm or corporation.

"a" THROUGH "j" SHALL BE DEFINITELY ANSWERED. In all instances the required information should be furnished, and if the answer is **NO** or **NONE**, it should so state in the response. The phrase **"NOT APPLICABLE"** shall not be used on this form. **DO NOT LEAVE ANY BLANKS.**

(Exceptions: This affidavit is not required from corporations traded on recognized national/ regional stock exchanges or traded on the over-the-counter stock market, wherein said corporation's stock is publicly held. The affidavit is not required from corporations or other associations, duly licensed by the State of New York for the banking or insurance industry.)

As to all signatories of this affidavit as specified above:

a. If the owner [signatory] is an individual, state full name, street address, and date property was acquired:

Name	Address	Date Acquired
" NONE "		

Social Security No. _____

b. If the owner [signatory] is a partnership, state the name, street address, the nature and percentage of interest of each partner, and date the property was acquired. In the event that the partnership includes partners who are a corporation or a partnership, then such entity shall complete a full disclosure statement.

Name	Address	Nature and Percentage of Each Partner	Date Acquired
" NONE "			

Federal I. D. No. _____

c. If the owner [signatory] is a corporation, state name and street address of each officer, director and stockholder and the amount of stock held and owned by each stockholder. In the event that the corporation includes a stockholder who is a corporation or a partnership, then each such entity shall complete a full disclosure statement.

Title	Name	Address	% of Stock Owned
President	Donald A. Pius	794 Fort Salonga Rd. Northport, NY 11768	100%
Vice President	Joan Pius	794 Fort Salonga Rd. Northport, NY 11768	
Secretary	Donald A. Pius	794 Fort Salonga Rd. Northport, NY 11768	
Treasurer	Donald A. Pius	794 Fort Salonga Rd. Northport, NY 11768	

Federal I.D. No. 56-2417705

d. If signatory is a corporation and stock has been pledged or agreement made to pledge stock, state name and street address of all persons to whom stock has been pledged or with whom any agreement has been made to pledge the stock. If none, so state:

Name	Address	Stock Pledged; Stock to be Pledged
------	---------	------------------------------------

" NONE "

e. State the name and address of all persons, individuals, partnerships and/or corporations who are holders of any instrument creating an encumbrance upon the property; state the nature of such encumbrance; and if the holder of such encumbrance is a corporation (see Exception) state the names of all officers, directors and stockholders of such corporation:

Holder of Instrument	Nature of Encumbrance	Corporate Name and Title
----------------------	-----------------------	--------------------------

" NONE "

f. State the interest of the signatory in the property and date so acquired:

Interest of Signatory	Date of Acquisition
" NONE "	

g. If the signatory is not the fee owner of the property, state the name and addresses of all other parties who have a superior interest, or title, in the property in question and state the nature of their interest and date so acquired. If any such party is a corporation, partnership or firm, state the names of all officers, directors, shareholders, partners or proprietors of such entity:

Person Holding Interest	Title	Shareholder	Partner	Nature of Interest
" NONE "				

(Attached hereto must be a sworn statement of all parties listed in this paragraph stating that to their knowledge the statement made herein is correct and accurate).

h. State whether any person whose name is contained in paragraphs "a", "b", or "c" is an officer or employee of any unit of village, town, county, city, state or federal government, or an employee or officer of a special or school district. (Exception: Volunteer fireman or air defense volunteer).

Name	Title of Employee	Governmental Entity
NO		

i. State whether any person, partnership, firm or corporation has any interest, as defined in the instructions, in respect to the subject property who does not fall within paragraph "g" above. If none, so state; if otherwise, set forth names, addresses and nature of interest and date so acquired.

Name	Address	Nature of Interest
NONE		

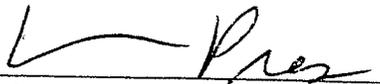
j. The name of the real estate broker or brokers (co-brokers, listing or selling) who will earn a commission as a result of the consummation of a lease agreement between the County of Suffolk and a property owner/landlord represented by said broker or brokers, including a complete list of the names and addresses of said broker or brokers, and a complete list of the names and addresses of individuals who are shareholders, partners or trustees holding at least a five percent interest in the corporation, partnership or association if such broker is organized as such. If the broker is a corporation, then this information shall include the names and addresses of all individuals serving on the Board of Directors and the names and addresses of all corporate officers, together with conspicuous identification of any such person in the table of organization of said corporation who is an officer or an employee of Suffolk County.

NONE

k. All signatories hereby agree that in the event there is any change, in any matter set forth herein, after the execution hereof, and during the term of the contract, they shall file with the County a supplemental affidavit containing the details of such change within five (5) days of such change.

Deponent makes this affidavit to induce Suffolk County to enter into an agreement to acquire the real property for County purposes, with full knowledge that the County will rely upon the statements made herein.

PAD PROPERTIES, INC.



By: Donald A. Pius, as President

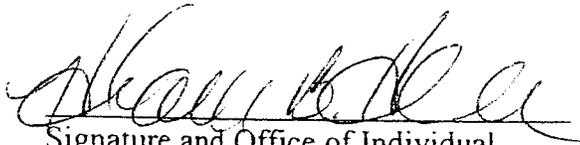
STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

Hilary B. Hoschel
Notary Public, State of New York
Qualified in Suffolk County
Reg. No. 01H06052938
Commission Expires 12/26/2010

On the 27th day of JULY in the year 2009, before me, the undersigned, personally appeared Donald A. Pius, 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.



Signature and Office of Individual
Taking Acknowledgment

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on October 13, 2009 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk

A handwritten signature in black ink that reads "Tim Laube". The signature is written in a cursive style with a large initial "T".

Clerk of the Legislature

Intro. Res. 1849 Res. No. 884

October 13, 2009

Motion:

Romaine, Schneiderman, Browning, Beedenbender, Losquadro
 Eddington, Montano, Alden, Lindsay, Viloría-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Co-Sponsors:

Romaine, Schneiderman, Browning, Beedenbender, Losquadro
 Eddington, Montano, Alden, Lindsay, Viloría-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Second:

Romaine, Schneiderman, Browning, Beedenbender, Losquadro
 Eddington, Montano, Alden, Lindsay, Viloría-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R	
1	Edward P. ROMAINE	↓					
2	Jay H. SCHNEIDERMAN						
3	Kate M. BROWNING						
4	Brian BEEDENBENDER						
6	Daniel P. LOSQUADRO						
7	Jack EDDINGTON						
9	Ricardo MONTANO						
10	Cameron ALDEN						
11	Thomas F. BARRAGA						
12	John M. KENNEDY, JR.						
13	Lynne C. NOWICK						
14	Wayne R. HORSLEY						
15	DuWayne GREGORY						
16	Steven H. STERN						
17	Lou D'AMARO						
18	Jon COOPER						
5	Vivian VILORIA-FISHER, D.P.O.						
8	William J. LINDSAY, P.O.						
Totals		18	—	—	—	—	

MOTION	
<input checked="" type="checkbox"/>	Approve
Table:	_____
___	Send To Committee
___	Table Subject To Call
___	Lay On The Table
___	Discharge
___	Take Out of Order
___	Reconsider
___	Waive Rule _____
___	Override Veto
___	Close
___	Recess
APPROVED <input checked="" type="checkbox"/>	FAILED _____
No Motion _____	No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
___ NOT ADOPTED

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote