

1 2

Number of pages

This document will be public record. Please remove all Social Security Numbers prior to recording.

Deed / Mortgage Instrument

Deed / Mortgage Tax Stamp

Recording / Filing Stamps

3

FEES

Page / Filing Fee \_\_\_\_\_

Handling 20.00

TP-584 \_\_\_\_\_

Notation \_\_\_\_\_

EA-52 17 (County) \_\_\_\_\_ Sub Total \_\_\_\_\_

EA-5217 (State) \_\_\_\_\_

R.P.T.S.A. \_\_\_\_\_

Comm. of Ed. 5.00

Affidavit \_\_\_\_\_

Certified Copy \_\_\_\_\_

NYS Surcharge 15.00 Sub Total \_\_\_\_\_

Other \_\_\_\_\_ Grand Total \_\_\_\_\_



Mortgage Amt. \_\_\_\_\_

1. Basic Tax \_\_\_\_\_

2. Additional Tax \_\_\_\_\_

Sub Total \_\_\_\_\_

Spec./Assit. \_\_\_\_\_

or \_\_\_\_\_

Spec. /Add. \_\_\_\_\_

TOT. MTG. TAX \_\_\_\_\_

Dual Town \_\_\_\_\_ Dual County \_\_\_\_\_

Held for Appointment \_\_\_\_\_

Transfer Tax \_\_\_\_\_

Mansion Tax \_\_\_\_\_

The property covered by this mortgage is or will be improved by a one or two family dwelling only.

YES \_\_\_\_\_ or NO \_\_\_\_\_

If NO, see appropriate tax clause on page # \_\_\_\_\_ of this instrument.

4 Dist. 0200 Section 853.00 Block 03.00 Lot 047.000

5 Community Preservation Fund

Real Property  
Tax Service  
Agency  
Verification

Consideration Amount \$ \_\_\_\_\_

CPF Tax Due \$ \_\_\_\_\_

6 Satisfactions/Discharges/Releases List Property Owners Mailing Address  
RECORD & RETURN TO:

Improved \_\_\_\_\_

Vacant Land \_\_\_\_\_

TD \_\_\_\_\_

TD \_\_\_\_\_

TD \_\_\_\_\_

Mail to: Judith A. Pascale, Suffolk County Clerk  
310 Center Drive, Riverhead, NY 11901  
www.suffolkcountyny.gov/clerk

7 Title Company Information

Co. Name

Title #

# 8 Suffolk County Recording & Endorsement Page

This page forms part of the attached deed made by: \_\_\_\_\_ (SPECIFY TYPE OF INSTRUMENT)

Suffolk County Landbank Corporation

The premises herein is situated in  
SUFFOLK COUNTY, NEW YORK.

TO Housing Development In the TOWN of Brookhaven  
Habitat for Humanity of Suffolk County, Inc. Fund Company Inc. in the VILLAGE  
or HAMLET of Mastic

BOXES 6 THRU 8 MUST BE TYPED OR PRINTED IN BLACK INK ONLY PRIOR TO RECORDING OR FILING.

(over)

**BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S  
ACTS (INDIVIDUAL OR CORPORATION)**

*THIS INDENTURE*, made as of March 23, 2016,

between part of The Suffolk County Landbank Corporation, a New York non-for-profit corporation, with an address of 100 Veterans Memorial Highway, 11<sup>th</sup> Floor, Hauppauge, NY 11788, the party of the first part, and

Habitat for Humanity of Suffolk Housing Development Fund Company, Inc., a New York not-for-profit corporation, with an address of 643 Middle Country Road, Middle Island, New York 11953, the party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

**ALL** that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situated in the Town of Brookhaven, County of Suffolk and the State of New York having an address of 104 Mastic Boulevard, Mastic, New York and a tax map number of District 0200 Section 85300 Block 0300 Lot 047000 and being more particularly described in Schedule "A" attached hereto and made a part hereof.

**BEING THE SAME PREMISES** as were conveyed to The Suffolk County Landbank Corporation by deed from Deutsche Bank National Trust Company, as Trustee, In Trust For Registered Holders of ABFC 2005-AQ1 Trust, Asset-Backed Certificates, Series 2005-AQ1, c/o Ocwen Loan Servicing LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 dated September 22, 2015 and recorded November 12, 2015 in the Suffolk County Clerk's Office in Liber 12840 page 436.

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

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

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

**REVERTER**, this conveyance is made subject to the condition that within ten months from the date of this Deed, the party of the second part shall demolish the structures and improvements thereupon erected, shall construct a single family residence thereon, and shall

convey such premises with said single family residence to a purchaser that, in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated by the United States Department of Housing and Urban Development and the New York State Housing Finance Agency and/or Division of Housing and Community Renewal, earns no more than eighty percent (80%) of the area median income. If the party of the second part fails to satisfy this condition, the premises shall, upon sixty (60) days prior written notice to cure given by the party of the first part to the party of the second part, immediately revert in the party of the first part automatically upon expiration of the aforesaid notice period, by operation of law and without need for any further process or notice,

**REVERTER**, this conveyance is made subject to the condition that shall run with the land for a period of ten years from the date of this conveyance, that the Premises use shall be restricted to single-family, residential purposes and all subsequent grantees shall, in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated by the United States Department of Housing and Urban Development and the New York State Housing Finance Agency and/or Division of Housing and Community Renewal, earn no more than eighty percent (80%) of the area median income at the time of any subsequent conveyance.

**AND** the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid,

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

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

**SCHEDULE A (Description)**

ALL that certain plot, piece or parcel of land, situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York and designated as Lots 2096, 2097, 2098, 2099 and 2100 on a certain map entitled "Map of Mastic Park Section 3A" situate at Mastic, Town of Brookhaven, Suffolk County New York, property of Home Guardian Company of New York July and August 1920, May and Smith Inc., C.K. Patchogue, New York, filed in the Office of the Clerk of the County of Suffolk on the 25<sup>th</sup> day of August 1920 as File No. 743 which lots when taken together are bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Mastic Boulevard with the westerly side of Robert Street;

RUNNING THENCE along the westerly side of Robert Street, south 1 degrees 49 minutes 50 seconds west 100.00 feet to the Long Island Railroad;

THENCE along the Long Island Railroad, north 88 degrees 10 minutes 10 seconds west 100.00 feet;

THENCE North 11 degree 49 minutes 50 seconds east 100.00 feet to the southerly side of Mastic Boulevard;

THENCE along the southerly side of Mastic Boulevard, south 88 degrees 10 seconds east 100.00 feet to the point or place of BEGINNING.



**Combined Real Estate  
Transfer Tax Return,  
Credit Line Mortgage Certificate, and  
Certification of Exemption from the  
Payment of Estimated Personal Income Tax**

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

**Schedule A – Information relating to conveyance**

Grantor/Transferor <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantor)	Suffolk County Landbank Corporation	Social security number
	Mailing address	100 Veteran's Memorial Highway	Social security number
	City State ZIP code	Hauppauge NY 11788	Federal EIN
			45-0521694
	Single member's name if grantor is a single member LLC (see instructions)		Single member EIN or SSN
Grantee/Transferee <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Single member LLC <input type="checkbox"/> Other	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> check if more than one grantee)	Habitat for Humanity of Suffolk, Inc. <b>Housing Development Fund Company, Inc.</b>	Social security number
	Mailing address	643 Middle Country Road	Social security number
	City State ZIP code	Middle Island NY 11953	Federal EIN
			11-3419159
	Single member's name if grantee is a single member LLC (see instructions)		Single member EIN or SSN

Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
853.00-03.00-047.000	472289	104 Mastic Boulevard	Mastic	Suffolk

Type of property conveyed (check applicable box)

1 <input checked="" type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance	Percentage of real property conveyed which is residential real property <u>100</u> % <i>(see instructions)</i>
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building		
3 <input type="checkbox"/> Residential condominium	7 <input type="checkbox"/> Office building	03   23   2016 month   day   year	
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other _____		

Condition of conveyance (check all that apply)

- |   |  |  |
|---|--|--|
| a. <input checked="" type="checkbox"/> Conveyance of fee interest   | f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F) | i. <input type="checkbox"/> Option assignment or surrender   |
| b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)   | g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)                         | m. <input type="checkbox"/> Leasehold assignment or surrender  |
| c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)   | h. <input type="checkbox"/> Conveyance of cooperative apartment(s)   | n. <input type="checkbox"/> Leasehold grant  |
| d. <input type="checkbox"/> Conveyance to cooperative housing corporation   | i. <input type="checkbox"/> Syndication  | o. <input type="checkbox"/> Conveyance of an easement  |
| e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E) | j. <input type="checkbox"/> Conveyance of air rights or development rights   | p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part III) |
|   | k. <input type="checkbox"/> Contract assignment  | q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state                        |
|   |  | r. <input type="checkbox"/> Conveyance pursuant to divorce or separation   |
|   |  | s. <input type="checkbox"/> Other (describe) _____   |

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B., Part I \$ _____		
	Schedule B., Part II \$ _____		

**Schedule B – Real estate transfer tax return (Tax Law, Article 31)**

**Part I – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) .....  **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	0	
2.		
3.	0	
4.	0	
5.		
6.	0	

**Part II – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part I, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part III – Explanation of exemption claimed on Part I, line 1 (check any boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, the state of New York, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada)..... a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts ..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F..... f
- g. Conveyance consists of deed of partition..... g
- h. Conveyance is given pursuant to the federal Bankruptcy Act ..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property ..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, section 1401(e) (attach documents supporting such claim) ..... k

\*The total tax (from Part I, line 6 and Part II, line 3 above) is due within 15 days from the date conveyance. Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule C — Credit Line Mortgage Certificate (Tax Law, Article 11)**

Complete the following only if the interest being transferred is a fee simple interest.

I (we) certify that: (check the appropriate box)

1.  The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2.  The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
  - The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
  - The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
  - The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
  - The maximum principal amount secured by the credit line mortgage is \$3,000,000 or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

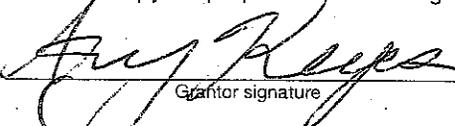
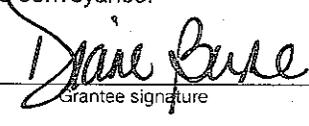
**Please note:** for purposes of determining whether the maximum principal amount secured is \$3,000,000 or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

Other (attach detailed explanation).

3.  The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
  - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
  - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4.  The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City but not in Richmond County, make check payable to the **NYC Department of Finance**.)

**Signature (both the grantor(s) and grantee(s) must sign)**

The undersigned certify that the above information contained in schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of his/her knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

 _____ Grantor signature	Executive Dir. _____ Title	x	 _____ Grantee signature	ED & CFO _____ Title
 _____ Grantor signature	ED & CFO _____ Title		_____ Grantee signature	_____ Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you checked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place or, if the recording is in the New York City boroughs of Manhattan, Bronx, Brooklyn, or Queens, to the **NYC Department of Finance**? If no recording is required, send your check(s), made payable to the **Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

**Schedule D - Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, section 663)**

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part II, and check the second box under Exemptions for nonresident transferor(s)/seller(s) and sign at bottom.

**Part I - New York State residents**

If you are a New York State resident transferor(s)/seller(s) listed in Schedule A of Form TP-584 (or an attachment to Form TP-584), you must sign the certification below. If one or more transferors/sellers of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law, section 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law, section 685(c), but not as a condition of recording a deed.

**Part II - Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Schedule A of Form TP-584 (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law, section 663(c), check the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor(s)/seller(s), that transferor(s)/seller(s) is not required to pay estimated personal income tax to New York State under Tax Law, section 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, please photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on page 1 of Form TP-584-I.

**Exemption for nonresident transferor(s)/seller(s)**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor(s)/seller(s) (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law, section 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ Date \_\_\_\_\_ to \_\_\_\_\_ Date \_\_\_\_\_ (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of the state of New York, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

FOR COUNTY USE ONLY

C1. SWIS Code \_\_\_\_\_  
 C2. Date Deed Recorded \_\_\_\_\_  
Month Day Year  
 C3. Book \_\_\_\_\_ C4. Page \_\_\_\_\_



**New York State Department of Taxation and Finance**  
 Office of Real Property Tax Services  
**RP- 5217-PDF**  
 Real Property Transfer Report (8/10)

**PROPERTY INFORMATION**

1. Property Location: 104 Mastic Boulevard  
\* STREET NUMBER \* STREET NAME  
 Brookhaven Mastic 11950  
\* CITY OR TOWN VILLAGE \* ZIP CODE  
 2. Buyer Name: Habitat for Humanity of Suffolk Housing  
\* LAST NAME/COMPANY FIRST NAME  
 Development Fund Company Inc.  
LAST NAME/COMPANY FIRST NAME

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address(at bottom of form)  
LAST NAME/COMPANY FIRST NAME  
STREET NUMBER AND NAME CITY OR TOWN STATE ZIP CODE

4. Indicate the number of Assessment Roll parcels transferred on the deed 1 # of Parcels OR  Part of a Parcel (Only if Part of a Parcel) Check as they apply:  
 4A. Planning Board with Subdivision Authority Exists   
 5. Deed Property Size: X \*FRONT FEET OR 0.23 \*DEPTH \*ACRES  
 4B. Subdivision Approval was Required for Transfer   
 4C. Parcel Approved for Subdivision with Map Provided

6. Seller Name: Suffolk County Landbank Corporation  
\* LAST NAME/COMPANY FIRST NAME  
LAST NAME/COMPANY FIRST NAME

\*7. Select the description which most accurately describes the use of the property at the time of sale:  
 A. One Family Residential \_\_\_\_\_  
 Check the boxes below as they apply:  
 8. Ownership Type is Condominium   
 9. New Construction on a Vacant Land   
 10A. Property Located within an Agricultural District   
 10B. Buyer received a disclosure notice indicating that the property is in an Agricultural District

**SALE INFORMATION**

11. Sale Contract Date: 03/18/2016  
 \* 12. Date of Sale/Transfer: 03/23/2016  
 \*13. Full Sale Price: 0.00  
 (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.  
 14. Indicate the value of personal property included in the sale: 0.00

15. Check one or more of these conditions as applicable to transfer:  
 A. Sale Between Relatives or Former Relatives  
 B. Sale between Related Companies or Partners in Business.  
 C. One of the Buyers is also a Seller  
 D. Buyer or Seller is Government Agency or Lending Institution  
 E. Deed Type not Warranty or Bargain and Sale (Specify Below)  
 F. Sale of Fractional or Less than Fee Interest (Specify Below)  
 G. Significant Change in Property Between Taxable Status and Sale Dates  
 H. Sale of Business is Included in Sale Price  
 I. Other Unusual Factors Affecting Sale Price (Specify Below)  
 J. None  
 \*Comment(s) on Condition: Affordable Housing

**ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill**

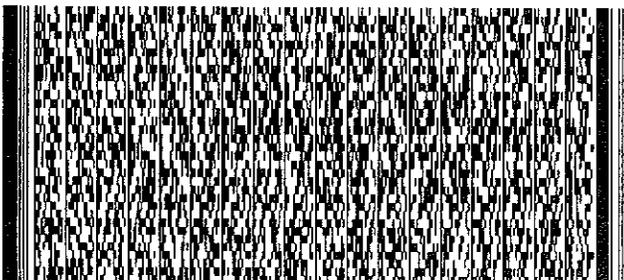
16. Year of Assessment Roll from which information taken(Y) 51 \*17. Total Assessed Value 900  
 \*18. Property Class 210 \*19. School District Name William Floyd UFSD  
 \*20. Tax Map Identifier(s)/Roll Identifier(s) (if more than four, attach sheet with additional identifier(s))  
 0200-853.00-03.00-047.000

**CERTIFICATION**

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

**SELLER SIGNATURE**  
  
SELLER SIGNATURE DATE 3/23/16  
**BUYER SIGNATURE**  
  
BUYER SIGNATURE DATE 3/23/2016

**BUYER CONTACT INFORMATION**  
 (Enter information for the buyer. Note: If buyer is LLC, society, association, corporation, joint stock company, estate or entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible party who can answer questions regarding the transfer must be entered. Type or print clearly.)  
 Burke Diane  
\* LAST NAME FIRST NAME  
 (631) 422-4828  
\* AREA CODE \* TELEPHONE NUMBER (Ex: 9999999)  
 643 Middle Country Road  
\* STREET NUMBER \* STREET NAME  
 Middle Island NY 11953  
\* CITY OR TOWN \* STATE \* ZIP CODE  
**BUYER'S ATTORNEY**  
LAST NAME FIRST NAME  
AREA CODE TELEPHONE NUMBER (Ex: 9999999)



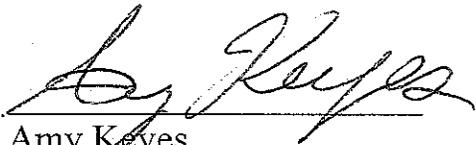
AFFIDAVIT

State of New York)  
County of Suffolk) ss.:

I, AMY KEYES, being duly sworn, depose and say:

- I am the Executive Director of The Suffolk County Landbank Corporation and as such am fully familiar with terms and conditions of the conveyance of property carried on the tax rolls under SCTM # 0200-853-03-047.
- The sale of said premises does not constitute the sale of all or substantially all of the assets of The Suffolk County Landbank Corporation and that the sale is in furtherance of the express objectives of the Corporation and is in furtherance of the express objectives of its existence and will not render the Corporation unable, in whole or in part, presently to accomplish the purposes or objectives of its existence.

Dated: March 23, 2016

  
Amy Keyes

Sworn to before me this  
23 day of March, 2016

  
Notary Public

ROBERT P. WAGNER  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01WA4812158  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES JUNE 30, 20 16

AGREEMENT  
TO  
DONATE REAL PROPERTY

THIS AGREEMENT TO DONATE REAL AND PERSONAL PROPERTY (this "Agreement") is made as of ~~January~~ <sup>MARCH</sup> 18, 2016 by and between SUFFOLK COUNTY LANDBANK CORPORATION, a New York not-for-profit corporation with its principal place of business located at H. Lee Dennison Building, 11<sup>th</sup> Floor, 100 Veterans Memorial Highway, Hauppauge, New York 11788 ("Donor") and ~~HABITAT FOR HUMANITY OF SUFFOLK COUNTY, INC.~~, a New York not-for-profit corporation, having its principal offices at 643 Middle Country Road, Middle Island, New York 11953 ("Donee").

Habitat for  
Humanity  
of Suffolk  
Housing  
Development  
Fund  
Company,  
INC.

RECITALS

A. Donor is the owner of that certain tract or parcel of land more fully described on Exhibit A attached hereto and made a part hereof, bearing tax map number District 0200-Section 853 Block 03.00 Lot 047.00 in the Town of Brookhaven, Suffolk County, New York and commonly known and referred to as 104 Mastic Boulevard, Mastic, New York 11950 (the "Real Property")

B. Donor has offered to donate to Donee the Real Property (the "Donated Property") and Donee is willing to accept the donation of the Donated Property in accordance with the terms, covenants and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein set forth, Donor and Donee agree as follows:

1. Donor hereby agrees to convey to Donee, and Donee hereby agrees to accept the donation from Donor of the Donated Property, together with Donor's right, title and interest (if any) in and to the following:

- a. All buildings and improvements situated on the Real Property;
- b. All and singular rights and appurtenances pertaining to the Real Property, including any right, title and interest of Donor in and to adjacent streets, roads, alleys, rights of way, and private driveways and roadways;
- c. All fixtures, equipment and machinery located on, attached to, or used in connection with the buildings and/or other improvements situated thereon;
- d. Such other rights, interests and properties in and to the Real Property, if any, as may be expressly specified in this Agreement to be conveyed, transferred, assigned or conveyed by Donor to Donee.

The Real Property, together with the buildings and other improvements thereon, and the rights, interests, fixtures, and other properties described above are collectively referred to herein as the "Premises".

2. Title Commitment, Survey and Permits. Donee may, but is not required to, at its expense, cause a survey to be made of the Premises, order a title commitment from a title insurance company. In addition, Donee may apply for any and all necessary permits and approvals, as an agent of the Donor, for the demolition and construction on the Premises of a new single family residence. Donee shall, prior to the expiration of six (6) months from the execution of this Agreement, notify the Donor of any issues that would prevent Donee from demolishing the existing structure and constructing a new single family residence on the Premises, including, but not limited to, the inability to obtain any necessary permit or approval (the "Due Diligence Period"). If Donor is unable to resolve such matters within one (1) month from receipt of any such notice ("Cure Period"), then this Agreement shall terminate, unless such Cure Period is extended in writing by both parties. The principal and agent relationship created herein is specifically limited to obtaining any permit or approval necessary for the demolition of existing improvements on the Premises and for the construction of a single family residence on such Premises. Such principal and agent relationship shall automatically expire six (6) months from the execution of this Agreement, unless extended in writing by both parties.

3. Donee shall commence its due diligence, including obtaining all necessary permits and approvals, as an agent of Donor, within thirty (30) days of the execution of this Agreement. The parties hereto mutually agree to use all reasonable efforts to effectuate a transfer, on or after Closing, of any applicable permit or approval from Donor to the Donee.

4. The "Closing Date" or "Closing" shall occur on or before fifteen (15) calendar days from Donee's receipt, as agent of the Donor, of all necessary permits and approvals. Closing will take place at the offices of Donor (or such other location satisfactory to Donor and Donee).

5. Donor acknowledges, represents and agrees that it is donating the Donated Property with the express intention and expectation, and upon the express condition, that the Donated Property, and any proceeds thereof, will be used by Donee for its non-profit corporation purposes and consistent with its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Donee represents, warrants, acknowledges, covenants and agrees that it shall accept and use the Donated Property, and any proceeds thereof, for its non-profit corporation purposes, consistent with its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

6. Donee represents, warrants, acknowledges, covenants and agrees that this conveyance is made subject to the condition subsequent that within ten (10) months from Closing, the Donee shall demolish the structures and improvements on the Premises, shall construct a single family residence thereon, and shall convey such Premises with said single family residence to a purchaser that, in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated by the United States Department of

Housing and Urban Development and the New York State Housing Finance Agency and/or Division of Housing and Community Renewal, earns no more than eighty percent (80%) of the area median income. If the Donee fails to comply with this condition, the Premises shall, upon sixty (60) days prior written notice to cure given by the Donor, shall immediately revert in the Donee automatically upon expiration of the aforesaid notice period, by operation of law without need for any further process or notice. This provision shall be included in the deed and shall survive closing.

7. Donee represents, warrants, acknowledges, covenants and agrees that this conveyance is made subject to the condition subsequent that shall run with the land for a period of ten (10) years from Closing, that the Premises use shall be restricted to single-family, residential purposes and all subsequent grantees shall, in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated by the United States Department of Housing and Urban Development and the New York State Housing Finance Agency and/or Division of Housing and Community Renewal, earn no more than eighty percent (80%) of the area median income at the time of the subsequent conveyance. This provision shall be included in the deed and shall survive closing.

8. Donee will pay for its attorneys, any environmental assessment (if required by Donee), instrument surveys, title insurance fees, premiums and endorsement charges, all recording and filing fees and New York State real property transfer tax, if any.

9. Donor will transfer title to the Premises by Bargain and Sales Deed with reverter.

10. The Donee hereby releases the Donor from, agrees that the Donor shall not be liable for, and agrees to indemnify, defend and hold the Donor and its executive director, directors, officers, members employees, agents (except the Donee), representatives, successors and assigns harmless from and against any and all damages, injuries, claims and losses arising from Donee's negligent acts while obtaining any permit or approval as set forth herein as an agent of the Donor.

11. All documents necessary to transfer title to the Property shall be prepared by Donee's attorney at no cost or expense to Donor and shall be satisfactory in form and substance to Donor and its attorneys.

12. In the event of a breach of this Agreement by either party, then as its sole remedy, the non-breaching party may either (1) seek to enforce specific performance of the obligations hereunder, expressly waiving its rights to seek damages or (2) terminate this Agreement.

13. Donee represents and warrants to Donor that (i) it is a duly constituted New York not-for-profit corporation in good standing, (ii) it has tax exempt status under Section 501(c)(3) of the Internal Revenue Code, (iii) attached hereto as Exhibit B are true, accurate and complete copies of (a) its Certificate of Incorporation, and (b) its exempt organization determination letter issued by the United States Internal Revenue Service, all of which are in full force and effect.

14. Donor and Donee each represent and warrant to the other that it has the legal right, power and due authorization to execute and deliver this Agreement and perform the transactions contemplated herein and hereby.

15. This Agreement may not be amended or waived in whole or in part except by written instrument executed by Donor and Donee. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic format shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

16. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to Donate Real Property as of the date first above written.

Date: 3/23, 2016

DONOR:

SUFFOLK COUNTY LANDBANK CORPORATION

By: *Amy Keyes*  
Name: AMY KEYES  
Title: EXECUTIVE Director

Dated: 3/18, 2016

DONEE:

HABITAT FOR HUMANITY OF SUFFOLK COUNTY, INC.

By: *Diane Burne*  
Name: Diane Burne  
Title: Executive Director + CEO

*Housing Development Fund Company, Inc.*  
