

600 Summer St
STAMFORD CT 069 01

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Use Agreement	U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner	OMB Approval No. 2502-0587
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Public Reporting Burden
Public reporting burden for this collection of information is estimated to average .5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Section 8 Use Agreement

This Section 8 Use Agreement ("Agreement"), made this 31 day of May, 2017, by and between the United States of America, Secretary of Housing and Urban Development ("HUD") and Branford Manor Preservation, L.P., a New York limited partnership ("Owner") of Branford Manor ("Project"), provides as follows:

WHEREAS, the Owner or a prior owner and the Contract Administrator (HUD or a Public Housing Agency, acting under an Annual Contributions Contract with HUD), previously entered into a project-based Housing Assistance Payments ("HAP") contract pursuant to section 8 of the United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f ("Act"), that has since terminated or expired;

WHEREAS, upon termination or expiration of a project-based section 8 HAP contract, HUD is authorized pursuant to section 524 of the Multifamily Assisted Housing Reform and Affordability Act of 1997, as amended, 42 U.S.C. 1437f note ("MAHRA"), to renew the contract on such terms and conditions as HUD considers appropriate, subject to the requirements of section 524 of MAHRA;

WHEREAS, the Owner and the Contract Administrator have entered or will enter into a renewal contract pursuant to section 524 of MAHRA ("Renewal Contract"), renewing the HAP contract for a term of twenty (20) years, subject to annual appropriations; and

WHEREAS, the Contract Administrator's agreement to enter into the Renewal Contract was conditioned on the requirement that the Owner agree to maintain the Project as affordable housing for low-income families for a period of twenty (20) years, as required in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other valuable consideration, HUD and the Owner, for itself, its successors and assigns, hereby agree as follows:

1. **Term.** The term of the Agreement shall be twenty (20) years and shall commence on the date reflected in first sentence of the Agreement on page 1.
2. **Governing Authorities.** The project shall be operated in accordance with the requirements of section 8 of the Act, all applicable Federal regulations, the Renewal Contract, and all other applicable HUD requirements.
3. **Use Restriction and Tenant Incomes.** The HAP-assisted units within this Project shall be used solely as rental housing for tenants meeting the eligibility and income-targeting requirements that govern the HAP Contract. In the event that the HAP Contract is terminated (e.g., because of breach or non-compliance by the Owner), for the remainder of the term of the Agreement, new tenants must have incomes at or below 80 percent of the average median income (AMI) at the time of admission, applicable to all units previously covered under the HAP contract.
4. **Subordination.** Any mortgage liens will be subject to this Agreement. This Agreement will survive foreclosure and bankruptcy.
5. **Fair Housing and Civil Rights Requirements.** Compliance with all applicable fair housing and civil rights requirements, including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable, is required.
6. **Federal Accessibility Requirements.** Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.
7. **Execution of Other Agreements.** The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any conflicting requirements.

8. **Subsequent Statutory Amendments.** If revisions to this Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. In the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking.
9. **Tenant Participation.** The Owner agrees (a) not to impede the reasonable efforts of tenants to organize as detailed in 24 CFR Part 245, and (b) not to unreasonably withhold the use of any community room or other available space appropriate for meetings which is part of the Project when requested by (i) a resident tenant organization in connection with the representational purposes of the organization, or (ii) tenants residing in the Project who seek to organize or to consider collectively any matter pertaining to the operation of the Project.
10. **Conflicts.** Any conflicts between this Agreement and the HAP Contract shall be conclusively resolved by HUD.
11. **Recordation.** The Owner agrees to record this Use Agreement, or to cause it to be recorded, at the Owner's cost and expense in the appropriate land records within sixty (60) days of execution by HUD.
12. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, the Secretary or his or her successors or delegates may institute proper legal action against the Owner or any of its successors or assigns to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.
13. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.
14. **Binding Nature of Agreement.** This Agreement shall be binding upon the Owners and all future successors and assigns.
15. **No Negotiation.** This Agreement is not subject to negotiation.


Signature Page

As evidenced by the signature below of their authorized representative, the Owner and HUD hereby agree to the terms of this Use Agreement.

Owner

BRANFORD MANOR PRESERVATION, L.P.,
a New York limited partnership

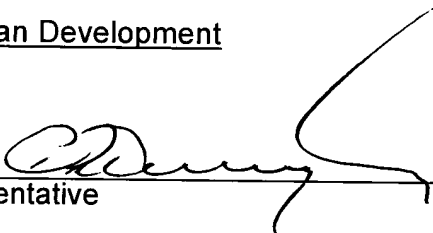
By: Branford Manor Preservation GP, LLC
a New York limited liability company,
its General Partner

By: 
Matthew Finkle
Vice President

Date (mm/dd/yyyy): 03/08/2017

United States of America
Secretary of Housing and Urban Development

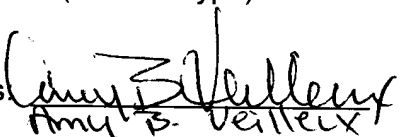
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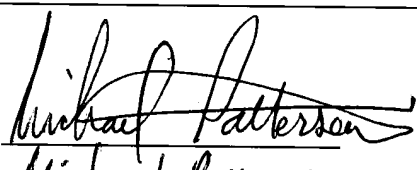

Signature of authorized representative

Name of Signatory (Print or Type):

**RICHARD DAUGHERTY
BRANCH CHIEF**

Official Title (Print or Type):

Witness: 
Amy B. Veilleux

Witness: 
Michael Patterson

Date (mm/dd/yyyy): 5-30-17

ACKNOWLEDGEMENT BY OWNER BEFORE NOTARY PUBLIC
(Complete according to requirements of state of execution.)

ACKNOWLEDGEMENT BY COMMISSIONER:)

STATE OF New York) SS:
CITY AND COUNTY OF New York

On this 8 day of March, 2017, before me,
Georgina C. Cook, a Notary Public in and for the City of
New York in the County of New York,
appeared Matthew Finkle to me personally known and known to me to
be the duly Authorized Agent of Branford Manor Preservation, L.P., and
the person who executed the aforesaid instrument bearing the date of
March 8, 2017, and acknowledged that he or she executed the
aforesaid instrument for and on behalf of Branford Manor Preservation, L.P.
for the purposes herein.

Georgina C. Cook
(NOTARY PUBLIC)

My Commission Expires:

GEORGINA C. COOK
Notary Public - State of New York
No. 01CO6325074
Qualified in New York County
My Commission Expires May 18, 2019

ACKNOWLEDGEMENT BY COMMISSIONER:)

STATE OF Connecticut SS: Hartford
CITY AND COUNTY OF Hartford

On this 30th day of May, 2017, before me,

Amy B. Veilleux, a Notary Public in and for the City of
Hartford in the County of Hartford,

appeared Richard Daugherty to me personally known and known to me to be the duly Authorized Agent of the Secretary of Housing and Urban Development, by and through the Assistant Secretary for Housing – Federal Housing Commissioner, and the person who executed the aforesaid instrument bearing the date of May 30, 2017, and acknowledged that he or ~~she~~ executed the aforesaid instrument for and on behalf of the Secretary of Housing and Urban Development for the purposes herein.

Amy B. Veilleux
(NOTARY PUBLIC)

My Commission Expires:

AMY B. VILLEUX
NOTARY PUBLIC
MY COMMISSION EXPIRES 2/28/2022

EXHIBIT A

DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN piece or parcel of land, together with all buildings and improvements thereon standing, situated in the Town of Groton, County of New London and State of Connecticut, and described as follows:

BEGINNING at the northwesterly corner of the herein described tract, said point of beginning being in the easterly street line of Shennecossett Road, so-called, and also being the southwestly corner of land now or formerly of Kacey's Inc.; thence running easterly, bounded northerly by said Kacey's Inc. land, a distance of 172.26 feet to the southeasterly corner of said Kacey's Inc. land; thence turning an interior angle of $269^{\circ} 50' 44''$ and running northerly, bounded westerly by said Kacey's Inc. land, a distance of 144.79 feet to a corner; thence turning an interior angle of $89^{\circ} 26' 00''$ and running easterly, bounded northerly by said Kacey's Inc. land, a distance of 149.95 feet to a corner; thence turning an interior angle of $270^{\circ} 13' 00''$ and running northerly, bounded westerly by said Kacey's Inc. land, a distance of 71.52 feet to the northeasterly corner of said Kacey's Inc. land; thence turning an interior angle of $81^{\circ} 09' 00''$ and running easterly by and along a stone wall, bounded northerly by land now or formerly of Colonial Manor Inc., a distance of 352.74 feet to a drill hole; thence turning an interior angle of $162^{\circ} 38' 00''$ and continuing easterly by and along said wall, bounded northerly by said Colonial Manor Inc. land, a distance of 49.40 feet to a drill hole; thence turning an interior angle of $206^{\circ} 51' 00''$ and continuing easterly by and along said wall, bounded northerly by said Colonial Manor Inc. land, a distance of 195.65 feet to a drill hole, thence turning an interior angle of $175^{\circ} 56' 00''$ and continuing easterly by and along said wall, bounded northerly by said Colonial Manor Inc. land, a distance of 245.35 feet to a drill hole; thence turning an interior angle of $179^{\circ} 05' 00''$ and continuing easterly, bounded northerly by said Colonial Manor Inc. land, a distance of 522.83 feet to an iron pipe set at the northeasterly corner of the herein described tract at the westerly shoreline of Birch Plain Creek; thence turning and running southerly by and along the westerly shoreline of said Birch Plain Creek a distance of 635 feet more or less to a drill hole set in the northerly line of land now or formerly of the City of Groton; thence turning and running westerly, bounded southerly by land now or formerly of the City of Groton, a distance of 309.77 feet to an iron pipe; then turning an interior angle of $253^{\circ} 39' 50''$ and running southerly by land now or formerly of the City of Groton, a distance of 600.00 feet to an iron pipe; thence turning an interior angle of $84^{\circ} 20' 49''$ and running westerly, bounded southerly by other land now or formerly of Edmund O'Brien, Trustee, a distance of 256.51 feet to an iron pipe; thence turning an interior angle of $270^{\circ} 00' 00''$ and running southerly, bonded easterly by said O'Brien land, a distance of 331.41 feet to a drill hole set at the southeasterly corner of the herein described tract at the northeasterly corner of the herein described tract at the northeasterly line of Shennecossett Road; thence turning an interior angle of $90^{\circ} 07' 21''$ and running northwesterly by and with said northeasterly line of Shennecossett Road a distance of 213.22 feet to a cross in a rock; thence turning an interior angle of $181^{\circ} 51' 05''$ and continuing northwesterly by and with said northeasterly street line a distance of 598.70 feet to a drill hole at an angle point in said street line; thence turning an interior angle of $122^{\circ} 27' 25''$ and running northerly by and with the easterly street line of said Shennecossett Road a distance of 364.35 feet to a mere stone; thence

turning an interior angle of $194^{\circ} 37' 30''$ and continuing northerly by and with said easterly street line a distance of 95.95 feet to a street pin; thence turning an interior angle of $169^{\circ} 37' 00''$ and continuing northerly by and with said easterly street line a distance of 58.84 feet to a cross in a rock; thence turning an interior angle of $170^{\circ} 06' 37''$ and continuing northerly by and with said easterly street line a distance of 302.31 feet to the point and place of beginning, said last course forming an interior angle of $90^{\circ} 05' 03''$ with said first course.

Received for Record at Groton, CT
On 05/31/2017 At 1:54:10 pm

Attest: Betsy Moukawsher, Town Clerk