

EXHIBIT A

Property Description

PARCEL 1

A CERTAIN PIECE OR PARCEL OF LAND DEPICTED AS PARCEL 1 ON A PLAN ENTITLED "SUBDIVISION MAP LAND OF CITY OF NEW HAVEN MAP/BLOCK/LOT 340/165/1500 16 MILLER STREET NEW HAVEN, CONNECTICUT" PREPARED BY MARTIN SURVEYING ASSOCIATES, LLC, SCALE: 1"=30' AND DATED OCTOBER 25, 2021, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT AT THE INTERSECTION OF SOUTHERLY STREET LINE OF PROPOSED NORTH FRONTAGE ROAD AND THE PROPOSED EASTERLY STREET LINE OF ELLA T. GRASSO BOULEVARD;

THENCE RUNNING ALONG THE PROPOSED NORTHERLY STREET LINE OF SAID NORTH FRONTAGE ROAD N 87°19'57 E 80.28 FEET TO A POINT AT THE DIVISION LINE OF PARCEL 2;

THENCE RUNNING THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE DIVISION LINE OF SAID PARCEL 2 S 07°29'35" E 166.06 FEET AND S 09°31'12" E 141.56 TO A POINT IN THE PROPOSED NORTHERLY STREET LINE OF LEGION AVENUE;

THENCE RUNNING THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE PROPOSED NORTHERLY STREET LINE OF SAID LEGION AVENUE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 64.50 FEET A RADIUS OF 1023 .00 FEET A DELTA ANGLE OF 03°36'46" A CHORD BEARING OF S 71°11'42" W AND A CHORD DISTANCE OF 64.49, AND N 56°46'41" W 22.26 FEET TO A POINT AT THE INTERSECTION OF THE PROPOSED NORTHERLY STREET LINE OF SAID LEGION AVENUE AND THE PROPOSED EASTERLY STREET LINE OF ELLA T. GRASSO BOULEVARD;

THENCE RUNNING THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE PROPOSED EASTERLY STREET LINE OF SAID ELLA T. GRASSO BOULEVARD, N 09°31'12" W 138.27 FEET AND N 07°29'35" W 174.22 FEET TO THE POINT OR PLACE OF BEGINNING.

PARCEL 2

A CERTAIN PIECE OR PARCEL OF LAND DEPICTED AS PARCEL 2 ON A PLAN ENTITLED "SUBDIVISION MAP LAND OF CITY OF NEW HAVEN MAP/BLOCK/LOT 340/165/1500 16 MILLER STREET NEW HAVEN, CONNECTICUT" PREPARED BY MARTIN SURVEYING ASSOCIATES, LLC, SCALE: 1"=30' AND DATED OCTOBER 25, 2021, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT AT THE INTERSECTION OF PROPOSED SOUTHERLY STREET LINE OF NORTH FRONTAGE ROAD AND THE PROPOSED WESTERLY STREET LINE OF TYLER STREET;

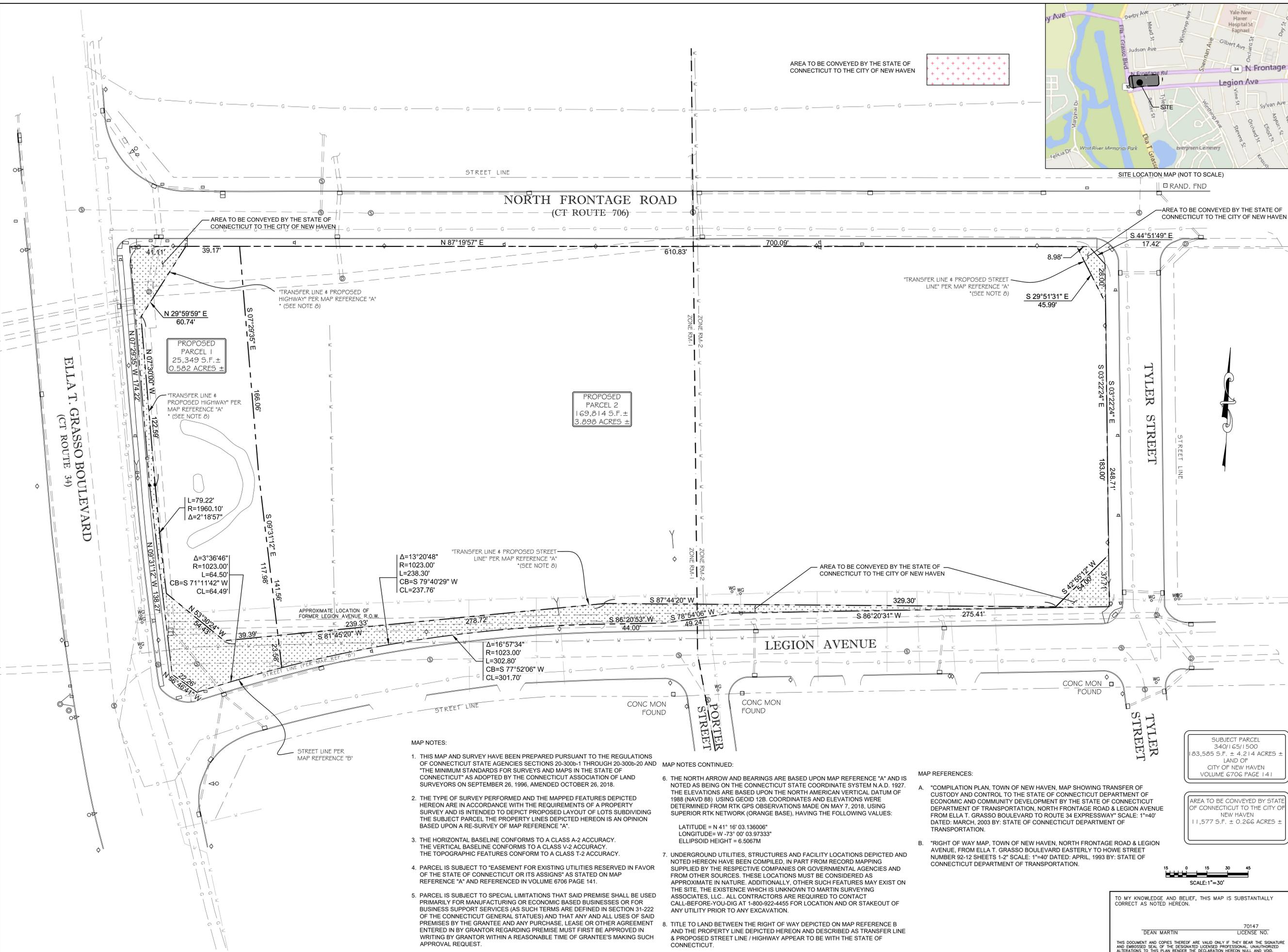
THENCE RUNNING ALONG THE PROPOSED STREET LINE OF SAID TYLER STREET THE FOLLOWING TWO (2) COURSES AND DISTANCES S 44°51'49" E 17.42 FEET AND S 03°22'24" E 248.71 FEET TO A POINT AT THE INTERSECTION OF THE PROPOSED WESTERLY STREET LINE OF SAID TYLER STREET AND THE PROPOSED NORTHERLY STREET LINE OF THE PROPOSED LEGION AVENUE;

THENCE RUNNING THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG SAID PROPOSED NORTHERLY STREET LINE OF LEGION AVENUE S 86°20'31" W 275.41 FEET, S 78°54'06" W 49.24 FEET, S

86°20'53" W 44.00 FEET AND ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 238.30 FEET A RADIUS OF 1023.00 FEET A DELTA ANGLE OF 13°20'48" A CHORD BEARING OF S 79°40'29" W AND A CHORD LENGTH OF 237.76 FEET TO A POINT AT THE DIVISION LINE OF PARCEL 1;

THENCE RUNNING THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID PARCEL 1
N 09°31'12" W 141.56 FEET AND N 07°29'35" W 166.06 FEET TO A POINT IN THE PROPOSED SOUTHERLY STREET LINE OF SAID NORTH FRONTAGE ROAD;

THENCE RUNNING ALONG THE PROPOSED SOUTHERLY STREET LINE OF SAID NORTH FRONTAGE ROAD
N 87°19'57" E 619.81 FEET TO THE POINT OR PLACE OF BEGINNING.



LEGEND:

○ IRON PIN (FOUND)	△ SIGN
● Rebor/Drill Hole (To Be Set)	○ POST
□ MONUMENT (FOUND)	☆ LIGHT POLE
⊙ MANHOLE	⊙ GUY ANCHOR
⊙ DRAINAGE MANHOLE	⊙ UTILITY POLE
⊙ SANITARY MANHOLE	⊙ WATER GATE
⊙ ELEC. MANHOLE	⊙ WATER METER
⊙ TELE. MANHOLE	⊙ GAS VALVE
□ "C" CATCH BASIN	⊙ GAS METER
□ "C-L" CATCH BASIN	⊙ TRANSFORMER
○ DECIDUOUS TREES	⊙ ELEC. METER
☆ EVERGREEN TREES	⊙ MAIL BOX
⊙ SHRUB/BUSH	⊙ HAND HOLE
⊙ FLAG POLE	⊙ BUTTON BOX
⊙ TRAFFIC CONTROL BOX	⊙ A.C. UNIT
	⊙ TRAFFIC LIGHT POLE

---	BOUNDARY LINE
---	GUARD RAIL
---	UNDERGROUND PIPING (San.,Stm.)
---	U/G GAS LINE
---	U/G ELEC. LINE
---	WATER LINE
---	OVERHEAD UTILITIES
---	U/G TELE. LINE
---	CHAIN LINK FENCE
---	TREE LINE

Martin
Surveying Associates, LLC
201 CHRISTIAN LANE BERLIN, CT 06037
860-832-9328 860-357-4604 (FAX)

REVISIONS:

**SUBDIVISION MAP
OF
LAND OF
CITY OF NEW HAVEN**

**MAP/BLOCK/LOT 340/165/1500
16 MILLER STREET
NEW HAVEN, CONNECTICUT**

MSA PROJECT NO: 21-135	
SCALE: 1"=30'	DRAWN BY: D.G.M.
DATE: 10/25/2021	CHECKED BY: D.G.M.
SHEET:	
1 OF 1	

MAP NOTES:

- THIS MAP AND SURVEY HAVE BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300b-1 THROUGH 20-300b-20 AND "THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS ON SEPTEMBER 26, 1996, AMENDED OCTOBER 26, 2018.
- THE TYPE OF SURVEY PERFORMED AND THE MAPPED FEATURES DEPICTED HEREON ARE IN ACCORDANCE WITH THE REQUIREMENTS OF A PROPERTY SURVEY AND IS INTENDED TO DEPICT PROPOSED LAYOUT OF LOTS SUBDIVIDING THE SUBJECT PARCEL. THE PROPERTY LINES DEPICTED HEREON IS AN OPINION BASED UPON A RE-SURVEY OF MAP REFERENCE "A".
- THE HORIZONTAL BASELINE CONFORMS TO A CLASS A-2 ACCURACY. THE VERTICAL BASELINE CONFORMS TO A CLASS V-2 ACCURACY. THE TOPOGRAPHIC FEATURES CONFORM TO A CLASS T-2 ACCURACY.
- PARCEL IS SUBJECT TO "EASEMENT FOR EXISTING UTILITIES RESERVED IN FAVOR OF THE STATE OF CONNECTICUT OR ITS ASSIGNS" AS STATED ON MAP REFERENCE "A" AND REFERENCED IN VOLUME 6706 PAGE 141.
- PARCEL IS SUBJECT TO SPECIAL LIMITATIONS THAT SAID PREMISE SHALL BE USED PRIMARILY FOR MANUFACTURING OR ECONOMIC BASED BUSINESSES OR FOR BUSINESS SUPPORT SERVICES (AS SUCH TERMS ARE DEFINED IN SECTION 31-222 OF THE CONNECTICUT GENERAL STATUTES) AND THAT ANY AND ALL USES OF SAID PREMISES BY THE GRANTEE AND ANY PURCHASE, LEASE OR OTHER AGREEMENT ENTERED IN BY GRANTOR REGARDING PREMISE MUST FIRST BE APPROVED IN WRITING BY GRANTOR WITHIN A REASONABLE TIME OF GRANTEE'S MAKING SUCH APPROVAL REQUEST.

MAP NOTES CONTINUED:

- THE NORTH ARROW AND BEARINGS ARE BASED UPON MAP REFERENCE "A" AND IS NOTED AS BEING ON THE CONNECTICUT STATE COORDINATE SYSTEM N.A.D. 1927. THE ELEVATIONS ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) USING GEOID 12B. COORDINATES AND ELEVATIONS WERE DETERMINED FROM RTK GPS OBSERVATIONS MADE ON MAY 7, 2018, USING SUPERIOR RTK NETWORK (ORANGE BASE), HAVING THE FOLLOWING VALUES:
LATITUDE = N 41° 16' 03.136006"
LONGITUDE = W -73° 00' 03.97333"
ELLIPSOID HEIGHT = 6.5067M
- UNDERGROUND UTILITIES, STRUCTURES AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON HAVE BEEN COMPILED, IN PART FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE COMPANIES OR GOVERNMENTAL AGENCIES AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE EXISTENCE WHICH IS UNKNOWN TO MARTIN SURVEYING ASSOCIATES, LLC. ALL CONTRACTORS ARE REQUIRED TO CONTACT CALL-BEFORE-YOU-DIG AT 1-800-922-4455 FOR LOCATION AND OR STAKEOUT OF ANY UTILITY PRIOR TO ANY EXCAVATION.
- TITLE TO LAND BETWEEN THE RIGHT OF WAY DEPICTED ON MAP REFERENCE B AND THE PROPERTY LINE DEPICTED HEREON AND DESCRIBED AS TRANSFER LINE & PROPOSED STREET LINE / HIGHWAY APPEAR TO BE WITH THE STATE OF CONNECTICUT.

MAP REFERENCES:

- "COMPILATION PLAN, TOWN OF NEW HAVEN, MAP SHOWING TRANSFER OF CUSTODY AND CONTROL TO THE STATE OF CONNECTICUT DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, NORTH FRONTAGE ROAD & LEGION AVENUE FROM ELLA T. GRASSO BOULEVARD TO ROUTE 34 EXPRESSWAY" SCALE: 1"=40' DATED: MARCH, 2003 BY: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION.
- "RIGHT OF WAY MAP, TOWN OF NEW HAVEN, NORTH FRONTAGE ROAD & LEGION AVENUE, FROM ELLA T. GRASSO BOULEVARD EASTERLY TO HOWE STREET NUMBER 92-12 SHEETS 1-2" SCALE: 1"=40' DATED: APRIL, 1993 BY: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION.

SUBJECT PARCEL
340/165/1500
163,585 S.F. ± 4,214 ACRES ±
LAND OF
CITY OF NEW HAVEN
VOLUME 6706 PAGE 141

AREA TO BE CONVEYED BY STATE
OF CONNECTICUT TO THE CITY OF
NEW HAVEN
11,577 S.F. ± 0.266 ACRES ±



TO MY KNOWLEDGE AND BELIEF, THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.

70147
DEAN MARTIN LICENSE NO.

THIS DOCUMENT AND COPIES THEREOF ARE VALID ONLY IF THEY BEAR THE SIGNATURE AND EXHIBITED SEAL OF THE DESIGNATED LICENSED PROFESSIONAL. UNAUTHORIZED ALTERATIONS TO THIS PLAN RENDER THE DECLARATION HEREON NULL AND VOID.

EXHIBIT B

PILOT Agreement

TAX ABATEMENT AGREEMENT

BY AND AMONG

CITY OF NEW HAVEN,

AND

WEST RIVER HOUSING COMPANY LLC

WITH RESPECT TO

MLK DRIVE/TYLER STREET FAMILY HOUSING
16 MILLER STREET, NEW HAVEN, CONNECTICUT

DATED AS OF _____, 2023

TAX ABATEMENT AGREEMENT

THIS TAX ABATEMENT AGREEMENT (the "Agreement") is made and entered into effective as of this ____ day of _____, 2023, by and among the City of New Haven, a municipal corporation organized and existing pursuant to Connecticut General Statutes, with a chief executive office located at 165 Church Street, New Haven, Connecticut 06510 (the "City"), and West River Housing Company LLC, a Connecticut limited liability company with an office located at c/o The NHP Foundation, 122 East 42nd Street; Suite 4900; New York, NY 10168 ("Owner").

W I T N E S S E T H :

WHEREAS, Owner is the fee simple owner of the land and improvements located thereon, identified as 16 Miller Street, located in the City of New Haven, County of New Haven and State of Connecticut, all as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, The NHP Foundation, a District of Columbia non-profit corporation ("NHP") in partnership with West River Self-Help Investment Plan, LLC, a Connecticut limited liability company ("WRSHIP"), through entities wholly owned and controlled by NHP and WRSHIP hold the managing member interest in the Owner;

WHEREAS, Owner plans to construct fifty-six (56) residential apartment units on the Property (the "Project") to be financed by loans, grants, and other financing provided by the State of Connecticut Department of Housing, the City, the Federal Home Loan Bank, NHP; and one or more commercial banks, and the syndication of federal Low Income Housing Tax Credits with a tax credit investor to be admitted to the Owner as the 99.99% limited investor member of the Owner;

WHEREAS, the Project will include forty-four (44) units restricted to occupancy by individuals and families whose income is at or below sixty percent (60%) (or a lower percentage) of the area median income as required by the Low Income Housing Tax Code Section 42 of the Internal Revenue Code of the United States;

WHEREAS, the City has agreed to certain real estate tax agreements with respect to the Project; and

WHEREAS, the City is authorized to enter into this Tax Abatement Agreement with CCA, and the Owner by virtue of an Order of the Board of Alders of the City of New Haven duly passed on _____, 202_ which Order became effective upon its approval by the Honorable Justin Elicker, Mayor of the City of New Haven on _____, 202_ (Order No. _____) (the "BOA Order"); and

WHEREAS, the City, NHP, and the Owner wish to set forth the agreements of the parties with respect to the Property.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following words and terms shall have the respective meanings set forth as follows:

1.01 "Agreement" shall mean this Tax Abatement Agreement, as it may be amended from time to time.

1.02 "Affordable Units" shall mean the forty-four (44) units of the Property that are restricted to occupancy by individuals and families whose income does not exceed sixty percent (60%) of the area median income as required by the Low Income Housing Tax Code Section 42 of the Internal Revenue Code of the United States. For the avoidance of confusion, Affordable Units may be restricted to individuals and families whose income does not exceed a percentage lower than sixty percent (60%) of the area median income, e.g. units may be restricted to thirty percent (30%) of the area median income.

1.03 "Authorized Representative" shall mean, (a) for the City, the Economic Development Administrator of the City, and/or such other persons as may be appointed by the City from time to time, and (b) for the Owner, Jamie Smarr and/or such other persons as may be appointed by the Owner from time to time. The Authorized Representative shall be authorized to act on behalf of the party he or she represents, and the other parties shall be entitled to rely on such authorization.

1.04 "Calendar Year" shall mean any annual period commencing on January 1 and ending on the succeeding December 31.

1.05 "City" shall mean the City of New Haven, Connecticut, including any departments or agencies thereof.

1.06 "City Real Estate Taxes" shall mean the ordinary real property taxes of the City and shall not include special and extraordinary taxes, special district taxes, sewer, water use, utility charges, or betterment assessments.

1.07 "Force Majeure" shall mean any of the following: (a) Acts of God; (b) strikes, lockouts or other substantial labor disputes, (c) shortages of materials not within the reasonable control of Owner; (d) explosion, sabotage, riot or civil commotion; (e) fires or other casualties, floods, epidemics, quarantines, restrictions, freight embargoes and extreme weather conditions; (f) delays occasioned by the or the City or other governmental authorities whose approval is required, not due to the fault or neglect of the Owner, and not including normal, customary processing time by the City, but including specifically, but without limitation, delays in the conveyance of title, and delivery of possession of the Property, in accordance with the terms of this Agreement, or (g) other causes beyond the reasonable control of the Owner, as long as the Owner is diligently pursuing its obligations hereunder.

- 1.08 "Project" shall have the meaning set forth in the recitals to this Agreement.
- 1.09 "State" shall mean the State of Connecticut.

ARTICLE II

TAX AGREEMENTS

2.01 Residential Units.

(a) Commencing upon the date of this Agreement, the City Real Estate Taxes due with respect to the proportion of the Property that the Affordable Units bears to the total number of units at the Property (i.e. 78.57%) shall abate in full for seventeen (17) years, all in accordance with the provisions of Section 28-4 of the Code of Ordinances of the City of New Haven. For the purposes hereof, the period of the aforesaid tax abatements shall hereinafter be referred to as the "Tax Agreement Period". For the first two (2) years of the Tax Agreement Period, no payments in lieu of taxes shall be required. Commencing at the end of such two (2) year period, Owner agrees to make payments in lieu of taxes (PILOT) at a rate of four hundred and 00/100 dollars (\$400.00) per Affordable Unit per year, which amount shall be increased by five percent (5%) as of the first day of the month following the fourth (4th), ninth (9th) and fourteenth (14th) anniversary of the date of this Agreement. Accordingly, on such dates, such amount shall be adjusted to \$420, \$441, and \$463.05, respectively.

(b) It is hereby agreed, stipulated and understood that at the expiration of the Tax Agreement Period the full amount of all City Real Estate Taxes then assessed with respect to the Residential Unit shall be payable in full by the then owner of the Property.

(c) Notwithstanding the provisions in subsection 2.01(a) above, the Owner, or successor in interest to the Owner, as the case may be, shall have the right to appeal any assessment of the Project, as the case may be, available under Title 12 of the Connecticut General Statutes, or such other statutory provisions as may then be applicable.

(d) The Owner shall provide the Tax Collector with information necessary for the Tax Collector to calculate the tax abatements provided under this Section 2.01.

(e) This Agreement and the tax abatement provided herein will not preclude the Owner from obtaining a property tax assessment deferral and phase-in under the City-wide program for such deferrals with respect to the City Real Estate Taxes on the portion of the Property that are not abated by this Agreement. The Owner and City acknowledge that the Owner has applied for such deferral and is anticipated to be granted such a deferral subject to compliance with the requirements applicable thereto.

2.02. General Provisions.

(a) The Tax Assessor shall calculate and/or abate City Real Estate Taxes, fully or partially, as the case may be, in accordance with the information provided to the City as required by Subsection 2.01.

(b) The tax agreements set forth in this Article II shall run with the land and shall remain in full force and effect with respect to the Property, in the event the Property is sold, transferred or otherwise conveyed.

ARTICLE III

ENVIRONMENTAL MATTERS

3.01 Environmental Matters.

Owner shall not itself bring onto the Property any (i) asbestos or asbestos-containing material or polychlorinated biphenyl material, or (ii) hazardous substances or hazardous waste as defined under any federal, state or local law, that may require remediation under applicable law (other than quantities or such substances, including gasoline, diesel fuel and the like as are customary and necessary to prosecute demolition, remediation or construction of the Project), or (iii) soil containing volatile organic compounds (collectively (i)-(iii) are the "Prohibited Substances"). Owner shall be liable for the consequences of, and responsible for proper removal and lawful disposal, at its sole expense, of any Prohibited Substances brought onto the Property resulting from a default under this Section.

ARTICLE IV

THE PROJECT DEVELOPMENT— OWNER'S OBLIGATIONS

4.01 Owner's Obligations.

The Owner shall undertake to construct and operate the Project as described in the recitals in this Agreement. The Owner shall operate the Property and the project in accordance with all applicable laws, rules and regulations with respect thereto, and all other applicable state, local and federal all laws, rules and regulations.

4.02 Rental Licenses/Inspections.

All units in the Project shall be subject to the requirements of the City's Residential Licensing and Housing Code inspection ordinance, to the extent the same is otherwise applicable to such units.

ARTICLE V

INTENTIONALLY OMITTED

ARTICLE VI

DISPUTE RESOLUTION

6.01 Owner Default.

(a) In the event that Owner materially defaults on its obligations as set forth in this Agreement (subject to Force Majeure), the City shall so notify Owner of the nature of the default. Owner shall, within one hundred twenty (120) days thereafter, cure the default, or, if correction within such time is not possible, within such additional time as may be reasonably necessary, so long as Owner diligently pursues such cure.

(b) In the event that Owner disputes the allegations of default, such party shall, by no later than thirty (30) days following receipt of the City's notice of the nature of the default, given pursuant to Subsection (a), give notice to the City of its intention to arbitrate, whereupon the provisions of Section 6.02 shall take effect.

(d) Notwithstanding any of the foregoing, it is agreed and understood that the City may, at the City's option, deliver notice of "Other Project Default". If Owner fails to cure such Other Project Default within thirty (30) days (or, if the same is not susceptible of cure within such 30 day period, then if Owner shall fail to commence a cure within such 30 day period and thereafter diligently complete the same), then the City may give notice of arbitration with respect thereto in accordance with the provisions of Section 8.02, and in the event that such arbitration proceedings shall be determined in favor of the City, the City shall have the right to enforce the decision of the Arbitrator in a court of competent jurisdiction, by way of specific performance.

(e) City Default. In addition to other remedies set forth in this Agreement, in the event that the City materially defaults on any of its obligations as set forth in this Agreement, then the procedure set forth in Section 8.01 with respect to a default by Owner shall apply with respect to a default by the City. In the event that the City fails to cure a default, Owner shall retain all remedies against the City as the case may be, available at law or in equity for breach of contract, including a right to specific performance and injunctive relief, without the requirement to pursue arbitration under Section 6.02.

6.02 Arbitration.

All claims, disputes and other matters in question between the City, and the Owner arising out of, or relating to, the Agreement or the breach thereof, shall be decided by arbitration in accordance with the American Arbitration Association then obtaining, except as expressly set forth herein, or unless the parties mutually agree otherwise. No arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, persons other than the City, and the Owner, except by written consent containing a specific reference to the Agreement and signed by the City, and the Owner, and the person or persons sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to the Agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The party filing the demand for arbitration shall name one arbitrator at the time it files the demand and the other party shall name a second arbitrator within thirty (30) days of the date the demand is received by the American Arbitration Association. The two arbitrators so selected shall appoint a third arbitrator from a list provided by the American Arbitration Association within seven (7) days of receipt of said list. If either party fails to name an arbitrator within the time prescribed in this Section or if the arbitrators appointed by the parties do not appoint a third arbitrator within the time prescribed in this Section, the American Arbitration Association shall make the appointment. The demand for arbitration shall not be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

During any arbitration proceedings, and until such time as a decision is rendered, the parties shall continue to perform their respective obligations as set forth in this Agreement.

ARTICLE VII

MISCELLANEOUS REPRESENTATIONS AND AGREEMENTS

7.01 Representations.

Owner represents that it is duly authorized and empowered to undertake and complete the Project as herein described and set forth and to execute and deliver this Agreement and any and all documents, deeds and instruments required hereunder by it for the Project.

Each of the parties hereto affirmatively represents that it has engaged no broker or finder in connection with the negotiation of this Agreement, and each hereby indemnifies and holds the other harmless against any claims for fees for such services by any persons or firm claiming under or through such indemnitor.

The City represents that (i) to the extent there are no material changes in the terms of this Agreement and no expansion of the City's financial commitments herein, and (ii) to the extent amendments are from time to time required to conform this Agreement to the legal requisites of sources of funding, the Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver any and all documents as may be needed or appropriate, from time to time, to implement and effect the intent and purposes set forth in this Agreement.

7.02 General Agreements.

(a) Nothing contained in this Agreement, or in past or future transactions, shall create, or be deemed to create, any partnership, third-party beneficiary, principal agent, or joint venture relationship between the City and/or the Owner.

(b) This Agreement shall survive the execution and delivery of any deeds, leases or other documents required by, or referred to, in this Agreement.

(c) To the extent that there are any technical modifications required which are not substantial changes requiring Board of Alders approval, the Economic Development Administrator of the City is authorized and empowered to execute and deliver such agreements and documents necessary to effectuate such modification(s).

7.03 Principles of Interpretation.

In this Agreement:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of this Agreement.

(b) Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Except as otherwise provided in Section 5.03, all approvals, consents and acceptances required to be given or made by any person or party hereunder shall be in the sole discretion of the party whose approval, consent or acceptance is required.

(f) All notices and requests to be given hereunder shall be given in writing to the individuals at the addresses specified below or to such individuals and addresses as shall be later named by the party hereto, upon written notice to the other party within a reasonable time and shall be deemed to have been made either (i) when deposited in the United States mail, by certified or registered mail, return receipt requested, or (ii) hand-delivered and addressed to the parties below:

If to Owner: West River Housing Company LLC
c/o The NHP Foundation
Attn: Jamie Smarr
122 East 42nd Street
Suite 4900
New York, Ny 10168

With a copy to: Carmody Torrance Sandak & Hennessey LLP
195 Church Street
New Haven, Connecticut 06510
Attn: Gregg T. Burton

If to the City: Economic Development Administrator
165 Church Street
New Haven, CT 06510

With a copy to: Special Counsel to Economic Development
165 Church Street
New Haven, CT 06510

With a copy to: Office of the Corporation Counsel
165 Church Street
New Haven, Connecticut 06510
Attn: Michael J. Pinto
Assistant Corporation Counsel

(g) Whenever a party to this Agreement is required to consent to an action by another party or to approve any such action to be taken by another party, unless the context clearly specifies a contrary intention or specific time limitation, such approval or consent shall be in writing, shall be given within fifteen (15) days (or deemed given if not denied in writing within said period), and shall not be unreasonably withheld or delayed by the party from whom such approval or consent is required.

(h) This Agreement constitutes the entire written understanding of the parties with respect to the matters set forth herein and all prior agreements and undertakings are merged herein and superseded hereby. This Agreement may not be amended except in writing, signed by each of the parties.

(i) This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Connecticut.

(j) If any provision of this Agreement shall be ruled invalid by any court of competent jurisdiction or shall be rendered invalid by any change in applicable laws or for any other reason, the invalidity of such provision shall not affect any of the remaining provisions hereof, all of which provisions shall remain in full force and effect as if such invalid provision was not set forth herein.

(k) In the event there is any conflict between the provisions of this Agreement and those of other agreements mentioned herein, the provisions of this Agreement shall govern the disposition of the conflict.

(l) The terms of the Exhibits attached to this Agreement shall be incorporated into the Agreement as if fully set forth herein.

(m) The Owner shall comply with all applicable laws, regulations, ordinances and/or orders of any federal, state or municipal authority or any agency thereof, except as otherwise specifically set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, as of the day and year first above written at New Haven, Connecticut, the parties hereto have caused this Agreement in four (4) counterparts, to be signed, sealed and delivered by their duly authorized representatives.

Executed in the presence of:

CITY OF NEW HAVEN

By: _____

Justin Elicker
Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____

Atty. Michael J. Pinto.
Assistant Corporation Counsel

STATE OF CONNECTICUT)

: ss. New Haven

COUNTY OF NEW HAVEN)

On this the ___ day of _____, 2023, before me, the undersigned officer, personally appeared Justin Elicker, as Mayor the City of New Haven, one of the signers and sealers of the foregoing instrument, and he acknowledged the same to be the free act and deed of the City of New Haven, and of himself as Mayor thereof, before me.

Printed Name: _____

Notary Public
Commissioner of the Superior Court

[Signatures continue on following page]

EXHIBIT A

The Property