



Mayor Mike Spano

CITY OF YONKERS

Liam J. McLaughlin
Inspector General

DEPARTMENT OF INSPECTOR GENERAL

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REPORT OF THE INSPECTOR GENERAL

TO: Mayor Mike Spano
City Council President Lakisha Collins-Bellamy
Majority Leader Tasha Diaz
Minority Leader Mike Breen
Majority Whip John Rubbo
Councilmember Shanae Williams
Councilmember Corazon Pineda-Isaac
Councilmember Anthony Merante

FROM: Liam J. McLaughlin *LJM*
RE: Christopher Johnson *by RPN*
Affordable Housing Unit - 421 N. Broadway, Yonkers NY
DATE: June 30, 2023

EXECUTIVE SUMMARY

After a series of newspaper articles documenting Westchester County Legislator Christopher Johnson's, (hereinafter "Johnson"), purchase of a new home at 34 Rose Hill Terrace, Yonkers NY, (hereinafter "34 Rose Hill Terrace"), outside of his legislative district, this office opened an investigation to determine if Johnson had violated the terms of his agreement with the Yonkers Affordable Housing Office by moving out of and subleasing his subsidized Affordable Housing Unit at 421 N. Broadway, Unit 1, Yonkers, NY, (hereinafter "421 N. Broadway" or "Affordable Housing Unit"). After a brief investigation which culminated in Johnson's testimony under oath, Johnson admitted that he and his wife, Tai Johnson, purchased the home at 34 Rose Hill Terrace on June 10, 2022, that they moved into that home on or about July 1, 2022, he subleased the Affordable Unit at 421 N. Broadway to his brother-in-law and his family and that his primary residence was 34 Rose Hill Terrace.

Considering Johnson's admissions and the documentary proof that was acquired by this office it is uncontroverted that Johnson has violated the residency requirement of his Affordable Housing Unit. Accordingly, the City of Yonkers should take every step necessary to enforce the terms of the agreement that Johnson entered into with the

Affordable Housing Office to preserve the integrity of the Affordable Housing Program and ensure that affordable housing units are available to those who qualify for the program.

THE INVESTIGATION

On May 22, 2023, this office was contacted by Journal News Reporter David McKay Wilson regarding an article that he had written about Westchester County Legislator Christopher Johnson. Mr. Wilson was questioning Johnson's participation in the City of Yonkers Affordable Housing Program, the possibility that Johnson had moved out of and was subletting his Affordable Housing Unit at 421 N. Broadway and whether Johnson had vacated his County Legislative office by moving out of the district to a new home at 34 Rose Hill Terrace.

Later that same day, this office received an email from Shamarla Morgan, a resident of the City of Yonkers, referencing the series of articles in the Journal News by David McKay Wilson regarding Johnson. Specifically, Ms. Morgan was questioning Johnson's purchase of a SEVEN HUNDRED SEVENTY THOUSAND (\$770,000) DOLLAR house at 34 Rose Hill Terrace while owning and claiming as his primary residence the Affordable Housing Unit at 421 N. Broadway. Ms. Morgan stated that she believed that Johnson had vacated or "abandoned" his legislative office by moving out of the district to 34 Rose Hill Terrace and further questioned Johnson proclaiming both properties as his primary residence.

Based on the above, this office opened an investigation for the limited purpose of determining Johnson's ownership and residency in the Affordable Housing Unit located at 421 N. Broadway. Initially, we contacted Lee Ellman, the Deputy Commissioner of the Planning and Development Department for the City of Yonkers, as that department administers the Yonkers Affordable Housing Program. In speaking with Deputy Commissioner Ellman and Kathleen Kuhnel, the Affordable Housing Program Director, they explained that anyone who purchased a property pursuant to the Affordable Housing Program MUST maintain the unit as their primary residence, (See the 1988 Long Term Plan Order entered in United States v. Yonkers, 80 Civ. 6761 (LBS) S.D.N.Y. attached hereto as Exhibit 1). These covenants are further memorialized in the Mortgage Agreement assumed by Johnson when he purchased the Affordable Unit on September 29, 2010. (See Mortgage and Assumption and Mortgage Subordination Agreement attached hereto as Exhibit 2). As proof that each unit under the program remains owner occupied, each year the owners in the program must attest under penalty of perjury that the unit is their primary residence. (See Occupancy Monitoring Declaration attached hereto as Exhibit 3).

After reviewing Johnson's Affordable Housing file and public records from the Westchester County Clerk's Office, including the Deed dated June 10, 2022 for the purchase of 34 Rose Hill Terrace, (Attached hereto as Exhibit 4), we determined that

Johnson signed the Occupancy Monitoring Declaration on or about May 31, 2022, (See attached Occupancy Monitoring Agreement attached hereto as Exhibit 5), swearing under penalty of perjury that 421 N. Broadway, Unit 1 was his primary residence, a mere 10 days before he purchased his family's home at 34 Rose Hill Terrace. A subpoena was issued to Johnson (See attached Exhibit 6), seeking his appearance for questioning along with various documents including but not limited to tax returns, the mortgage loan application for the purchase of 34 Rose Hill Terrace, utility bills and lease or sub-lease agreements.

After an initial adjournment requested by his attorney, Mayo Bartlett, Esq., Johnson appeared with his attorney and many of the subpoenaed documents for questioning on June 21, 2023 at 2:30 PM. The subpoenaed documents were reviewed by this office prior to questioning. The following, *inter alia*, was noted by this office in review of the documents provided by Johnson;

- 1) In their 2022 Federal and State Income Tax returns Christopher Johnson and Tai Johnson list their address as 34 Rose Hill Terrace.
- 2) Christopher and Tai Johnson's Uniform Residential Loan Application (hereinafter "Loan Application") for the loan to purchase 34 Rose Hill Terrace states on page 5 that the property located at 421 N. Broadway will be an investment property generating income of \$2,500 a month.
- 3) The Loan Application also states on page 5 that 34 Rose Hill Terrace will be occupied as a primary residence.
- 4) There was a draft residential lease agreement for 421 N. Broadway, Unit 1 with Johnson renting the unit at \$1,500 per month.

When questioned under oath, Johnson stated, (among other things):

- 1) That he purchased 421 N. Broadway, Unit 1 on or about September 2010.
- 2) When he purchased 421 N. Broadway, he was aware that the property was to be maintained as his primary residence.
- 3) That on June 10, 2022, he purchased 34 Rose Hill Terrace with his wife Tai Johnson, and that they currently live there with their son Joshua.
- 4) That his primary residence is 34 Rose Hill Terrace.
- 5) That he moved to 34 Rose Hill Terrace on or about July 1, 2022.
- 6) He has not filed his Affordable Housing Program Occupancy Monitoring Declaration that was due June 20, 2023, for 421 N. Broadway.

CONCLUSION

Christopher Johnson, by his own admission, verified that 421 N. Broadway is no longer his primary residence. He further confirmed that he has subleased the unit to his brother-in-law, his brother-in-law's girlfriend and their two children for \$1,500 a month. This clearly violates the residency requirements under the Yonkers Affordable Housing

Program. As such, the City has no option but to enforce the remedy provisions under the Mortgage.

As an offshoot of this investigation, Mayor Spano has directed this office to conduct a broader investigation of the Affordable Housing Program to ensure that the units are being maintained as the primary residences of the owners who received the benefits. That investigation continues and a report will be issued at the conclusion of that investigation.

Exhibit 1

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 and)
)
 YONKERS BRANCH -- NAACP,)
 et et.,)
)
 Plaintiffs-Intervenors,)
)
 v.)
)
 YONKERS BOARD OF EDUCATION,)
 et al.,)
)
 Defendants.)

80 CIV 6761 (LBS)

LONG TERM PLAN ORDER

Section 17 of the First Remedial Consent Decree in Equity (the "First Decree") requires the City of Yonkers to take certain actions with respect to the long term housing plan (the "Long Term Plan") required by Section VI of this Court's May 26, 1986 Housing Remedy Order. Section 18 of the First Decree further contemplates that the parties may reach an understanding with respect to certain issues relating to the implementation of the long-term Goal 1/ and shall set forth such understanding in a Second Remedial Consent Decree to be presented to the Court.

The City has failed to take those actions which are the subject of Section 17 of the First Decree. The City has further

1/ All capitalized terms not herein defined are used as defined in the First Decree. Housing- and zoning-related capitalized terms (not defined herein or in the First Decree) used in Sections 2 and 8 hereof are used as defined in Chapter XVII of the Code of the City of Yonkers.

informed the Court and the parties that it will not negotiate toward reaching an understanding on certain other Long Term Plan issues, as required by Section 18 of the First Decree. In light of these actions of the City of Yonkers, plaintiff and plaintiff-intervenors have jointly submitted a Long Term Plan proposal for the Court's consideration, accompanied by their joint amended Long Term Plan comments and a joint motion for this Court to enter their proposal. Having reviewed these submissions, and the response of the City thereto, the Court hereby enters the following order with respect to the Long Term Plan:

It is hereby ORDERED, ADJUDGED and DECREED:

SECTION 1. Number and Distribution of Assisted Units.

(a) Consistent with Section 17 (a) of the First Decree, the City shall condition the construction of any multifamily housing development (as defined in Section 17(a) of the First Decree and Section 2 below) on the inclusion of a number of assisted units in such development equal to 20 percent of the maximum aggregate number of units authorized for construction in such development. In instances where the existing zoning already permits a density of sixty (60) units per acre or more, the number of assisted units can be limited to 10 percent or more of the total number of units in the development, if the maximum density bonus that will then be given to the developer is not in excess of 50 percent over the permitted zoning. If the bonus sought is in excess of 50 percent over the permitted zoning, the 20 percent ratio shall apply.

(b) The total number of assisted housing units (calculated as provided in paragraph (a)) in each such multifamily housing development shall be allocated to the income groups specified in Section 15 of the First Decree so that the number of assisted units respectively allocated (i) to households described in clause (b) of such Section does not exceed three times the number of assisted units allocated to households described in clause (a) of such Section; (ii) to households described in clause (c) of such section does not exceed the number of assisted units allocated to households described in clause (b) of such section; and (iii) to households described in clause (d) of such Section does not exceed one-third (rounded to the nearest whole number) of the number of assisted units allocated to households described in clause (c) of such Section. Notwithstanding the previous sentence, if the aggregate minimum number of assisted units to be allocated to any of the four income groups specified in Section 15 of the First Decree is attained before the minimum is reached for remaining groups, assisted units constructed thereafter shall be allocated (in the same proportion) only to income groups whose minimum has not theretofore been attained.

(c) The number of two-bedroom assisted housing units to be provided in each such housing development shall equal at least 60 percent of the total number of assisted housing units. At least 30 percent of the assisted units in each such housing development shall be three-bedroom units (or larger). Up to 10 percent of assisted units may be one-bedroom.

SECTION 2 Target Areas.

(a) The assisted housing requirement described in Section 1 above shall apply, until the Goal is reached, to multifamily housing (including apartment buildings, rowhouses or townhouses) located in zoning districts of East and Northwest Yonkers currently zoned MG, M, A, B and BA. In reviewing and approving development proposals, the Office of Implementation (see below) and the City shall seek, to the extent possible consistent with the timetable and goals of this Order, to assure the provision of assisted housing in a dispersed manner and so to avoid the undue concentration of both public and assisted units in any neighborhood of Yonkers. Priority shall be given to Long Term Plan proposals which avoid such concentration.

(b) Such requirement shall also apply, until the Goal is reached, to multifamily housing (including apartments buildings, rowhouses or townhouses) built in any zoning district of East and Northwest Yonkers (not currently zoned MG, M, A, B or BA) where multifamily housing may hereinafter be built pursuant to rezoning, special exceptions or otherwise.

~~Notwithstanding paragraphs (a) and (b) hereof and~~ (c) ~~anything set forth in the First Decree, the City may exempt from~~ anything set forth in the First Decree, the City may exempt from such requirement any multifamily housing development of fewer than ten units; provided, however, that such exemption shall not be applied to circumvent (by, for example, artificially subdividing one housing development into several developments of fewer than ten units) this Plan's purpose of requiring that

multifamily housing in East and Northwest Yonkers otherwise contain at least 20 percent of assisted units.

SECTION 3. Affordability Criteria.

The term "affordable", as used in Section 15 of the First Decree, means, with respect to each income category described in such Section, assisted housing units (i) sold at a price entailing a monthly carrying cost (assuming a 10 percent downpayment, a 30-year self-liquidating mortgage, and including principal and interest payments, property taxes, homeowners association fees, but excluding utilities) not exceeding at any time 28 percent of the annual gross income of the household occupying the assisted unit or (ii) rented at a rent (including an allowance for utilities) not exceeding at any time 30 percent of the annual gross income of the household occupying the assisted unit.

SECTION 4. Term; Transfer Restrictions and Occupancy Criteria.

(a) Assisted housing units shall be rented or sold only to households meeting (at the time of rental or sale) the income qualifications contemplated in Section 15 of the First Decree, as from time to time adjusted for the New York Metropolitan Area. Such units shall be the primary residence of the occupants.

(b) All assisted housing units subject to purchase shall have resale-price limitations (enforced by covenants running with the land, restrictions on registration of title, or any other appropriate legal mechanism approved by the City) which will

ensure that for a period of thirty years from the time of their first sale such housing units are sold or resold only to, and at a price affordable to, a household which is, at the time of purchase, in the same income group (referred to in Section 15 of the First Decree and as at that time adjusted) as was the seller at the time such previous owner first occupied the unit. Such resale-price limitation may be amended by consent of the parties or motion to the Court if future experience with financing sources and/or income-qualified owners of assisted units should demonstrate the practical advisability of reformulating the applicable resale-price limitation.

(c) The owner of assisted housing units for rent shall be required to assure that, for a period of thirty years from the time of first rental, such units are affordable to, and are re-rented only to, a household which is, at the time of re-rental, in the same income group (referred to in Section 15 of the First Decree and as at that time adjusted) as was the previous tenant at the time such previous tenant first occupied the unit.

Assisted units for rental may be converted to units for sale subject, however, to the same ownership eligibility standards as applicable to units for sale for the remainder of the thirty-year period from original occupancy referred to in the previous sentence.

(d) The affordability and other restrictions on resale and/or occupancy shall not apply to (i) the transfer of ownership of an assisted unit between spouses or former spouses ordered as

a result of a judicial decree of divorce or separation agreement (not including transfers to third parties), (ii) the transfer of ownership of a unit between family members as a result of inheritance, and (iii) formerly HUD-insured multifamily projects which, following default on the mortgage, HUD acquires or is mortgagee in possession ("MIP"), to the extent that the provisions are inconsistent with applicable HUD statutes and regulations regarding management or disposition of HUD-owned projects or projects for which HUD is MIP; provided, however, that transfers referred to in clauses (i) and (ii) do not extinguish such restrictions (whatever be the legal mechanism through which the restrictions are enforced) which shall be fully complied with in the event of any subsequent sale or rental of a unit not specifically exempted hereby. An exempted transfer as heretofore provided in paragraph (d) shall not toll the running of the thirty-year period referred to in paragraph (b) hereof.

(e) This Section shall not be interpreted as in any way affecting or diminishing, and shall apply together with, occupancy criteria (to be applied in good faith by the City or ~~each developer~~ ^{subject to applicable orders of this Court and HUD} substantially of the type set forth in 24 C.F.R. §960.205 to ensure that the personal and financial background of each potential tenant or owner of assisted units will not be detrimental to the viability of the housing development.

(f) To the extent not inconsistent with other applicable occupancy and financial criteria, the City shall endeavor to give occupancy priority to:

1) persons who, between January 1, 1971 and the date assisted housing pursuant to this Decree is made available, have been residents of public or subsidized housing in the City or Yonkers. Such persons shall be given the first opportunity to apply for such housing, which opportunity shall be afforded up until thirty (30) days following the date the final assisted housing units pursuant to this Decree are made available. Occupancy choice from among such persons applying shall be on a first-come, first-served basis;

2) residents of the City of Yonkers; and

3) persons employed in the City of Yonkers.

(g) The Implementation Office (as defined in Section 11 below) shall be responsible for pre-screening applicants who wish to occupy (as tenants or purchasers) assisted units and for maintaining a list of such pre-screened applicants. Owners or developers of housing projects containing assisted units may be allowed to select tenants or purchasers of assisted units from among the applicants pre-screened by such Office. The Implementation Office shall be responsible for monitoring the good faith application of any discretion vested in such owners or developers with respect to the choice of tenants or purchasers of assisted units.

(h) Within thirty (30) days of the date the Implementation Office assumes its responsibilities, it shall prepare occupant pre-screening procedures and criteria and submit the same to the Court and parties for review. The parties shall then meet, within 15 days thereafter, with a representative of the Implementation Office to attempt to reach agreement on a final set of procedures and criteria. If such an agreement cannot be reached, the parties shall submit the matter to the Court for resolution.

SECTION 5. Home Ownership to be Fostered.

The Court finds that it is desirable to foster home ownership among the occupants of assisted housing units. Accordingly, the City shall endeavor to establish such Mandated Incentives as will tend to foster the production of assisted housing for sale and shall establish a program to apply available local, state and federal subsidies to the write-down of purchase costs by eligible purchasers of assisted housing units. Notwithstanding the foregoing, no proposed housing development containing assisted units shall in any way be disfavored in negotiation with the City for a particular mix of Mandated Incentives, or be delayed or hampered in its applicable approval process solely because it proposes to offer assisted housing units for rental rather than for sale.

SECTION 6. Architectural Integration.

Developers shall make no locational distinctions between assisted and other units, provided that for any building eight or

more stories in height, the top two floors may be reserved for market rate units. Assisted units, whether for sale or rental, shall meet HUD minimum property standards with respect to square footage. Assisted units need not be furnished with each and every amenity as a developer may choose to include in a market rate unit.^{2/} The City shall foster (to the extent feasible) the use of such architectural and design devices as will minimize the visual impact of such housing developments on the surrounding community and any distinction between assisted and market units.

SECTION 7. Staging. Assisted units in any housing development shall obtain certificates of occupancy no later than according to the following schedule:

<u>Percentage of Market Rate Units Receiving Certificates of Occupancy</u>	<u>Percentage of Assisted Units Receiving Certificates of Occupancy</u>
Up to 25%	0% (none required)
25% + .1 unit	At least 10%
50%	At least 50%
75%	At least 75%
100%	100%

SECTION 8. Mandated Incentives. Consistent with Section 17 of the First Decree, the City shall provide appropriate Mandated Incentives to attract private development of

^{2/} Without limitation, the term "amenities" is intended to encompass items such as: custom-finished basements; fireplaces; customized kitchens; specialized finished, flooring, or fixtures, etc.

assisted housing units. The type, extent and combination of necessary Mandated Incentives to be utilized with and given to a particular developer of multifamily housing may depend, among other things, on the allocation to specific income groups of assisted units which the developer (subject to the terms hereof) elects to make, the degree to which assisted financing may be available, prevailing economic and housing-market conditions, and the developer's business expectations. Accordingly, the City should be allowed discretion to establish with each developer of multifamily housing a mix of Mandated Incentives which would encourage construction, notwithstanding the financial burden associated with the inclusion of the required share of assisted units. However, the City shall exercise such discretion in good faith to encourage the timely attainment of the Goal. The examples set forth below illustrate the types of Mandatory Incentives which the City shall be prepared to implement:

Example 1. Increase the maximum permitted Height of a Building.

Example 2. Increase the maximum permitted Floor Area Ratio of a Building.

Example 3. Change the formulas set forth in Section 107-55 (B) of the Yonkers Code for the calculation of floor-area ratios for mixed-use buildings so as to lower the contribution of stories devoted exclusively to non-residential uses.

Example 4. Reduce the minimum permitted Lot Width or Lot Area for apartment houses.

Example 5. Reduce the minimum permitted Lot Area per family.

Example 6. Reduce the minimum permitted Rear Yard or minimum permitted Front Yard.

Example 7. Grant the owner of multifamily rental housing a full tax abatement on City real-estate taxes for the percent of units which are assisted but not to exceed 50 percent of the total number of units in the development including both assisted and non-assisted units. The benefits of the tax abatement to the non-assisted units are to be provided to the developer for use in further reducing the rental payments required of the assisted units so as to make them affordable within the defined rental limits.

Example 8. Vary the extent and/or duration of the incentive referred in Example 7 depending on the extent to which the owner elects to carry a larger than required share of assisted units allocated to households in an income group described in clauses (a) and/or (b) of Section 15 of the First Decree.

Example 9. Grant a tax abatement on City real-estate taxes to households buying assisted units. An additional tax abatement may be granted to up to 50 percent of the total number of units being constructed to be used to skew the monthly payments of the non-assisted units so as to further reduce the monthly payments required of the assisted units.

Example 10. Vary the extent and/or duration of the incentive referred to in Example 9 depending on the household's income level.

Example 11. Waive a portion of all application or processing fees which would otherwise be payable by developers seeking building-related approvals from the city.

Example 12. Grant a zoning overlay in (subject to the proviso in clause (d) of Section 17 in the First Decree) any district not zoned MG, M, A or BA.

Example 13. Cause funds in the AHTF to be applied (subject to applicable orders of this Court and HUD regulations) to site preparation or improvement at a site to be used for the construction of assisted units.

Example 14. Provide that, notwithstanding anything to the contrary contained in Chapter 107 of the Yonkers Code, a particular housing development may contain a certain number (or percentage) of units in excess of the number which would otherwise have been allowed by such Chapter.

Example 15. Cause the Industrial Development Authority (to the extent it is within the power of the City to cause such result) to provide assisted financing

for the construction or permanent financing of the portion of a housing project represented by assisted units.

Example 16. Vary the extent of the assisted financing referred to in Example 15 depending on the extent to which the owner or developer elects to carry or sell a larger than required share of assisted units allocated to households in an income group described in clauses (a) and/or (b) of Section 15 of the First Decree.

The foregoing examples embody the types of steps which (consistent with Section 17 of the First Decree) the City shall be prepared to take, as warranted, to realize the objective of attaining the Goal, as set forth herein and in the First Decree. The illustrations above do not require the City to offer a particular incentive (either as to type or extent) to any particular developer, housing development or owner. Nothing herein shall be interpreted to create in favor of a third party any right to obtain a particular incentive herein mentioned. However, in considering development proposals, the City shall act in a uniform, objective and non-arbitrary manner designed to afford all such proposals a fair opportunity to contribute appropriately to achievement of the Goal.

SECTION 9. The Affordable Housing Trust Fund.

~~The funds now and hereinafter placed in the AHTF as~~ previously directed by this Court shall be expended (to the extent consistent with HUD statutes and regulations governing the application of CDBG funds) on (i) site-improvement projects (i.e. site preparation, sewage works, roads, etc.) for sites on which multifamily housing projects containing assisted units are to be constructed and (ii) to directly assist in the acquisition of

property through a Local Development Corporation's activities. In no event shall such funds be made available to private developers to defray construction or carrying costs for assisted units. Affordable Housing Trust funds may also be expended in manners otherwise consistent with HUD statutes and regulations if, in response to specific developer proposals, such other incentives will sufficiently obtain the overall objectives of the Long Term Plan. The City, therefore, shall have the right, upon obtaining Court approval, to use Affordable Housing Trust funds in other permissible manners.

SECTION 10. Credit Against Goal. The City may provide (on a project-by-project basis, on an area-wide basis or otherwise) Mandated Incentives for the construction of assisted units in areas other than East and Northwest Yonkers. The City shall be given a credit of one unit of assisted housing towards the satisfaction of the assisted housing goals set forth in either clause (b) or (c) of Section 15 of the First Decree for every two units of assisted housing (allocated to households in the income group for which credit is claimed) constructed in such areas, up to a maximum credit of 100 units against each such goal. Such assisted units shall be subjected to the same occupancy, resale, architectural and other restrictions and requirements as assisted units constructed in East and Northwest Yonkers.

SECTION 11. Expedited Review: Organizational Structure. (a) In addition to such other procedures as may be es-

established to render the Mandated Incentives most effective, the City shall establish an expedited review process for housing projects containing assisted units to include priority scheduling and expedited review and negotiation of applicable Mandated Incentives.

(b) The City shall centralize in one administrative department, agency or office (the "Implementation Office") the administration of this long-term housing plan. The Implementation Office shall be a part of the Fair Housing Office created pursuant to this Court's May 26, 1986 Housing Remedy Order and shall be under the direction of the Executive Director of that Office. The responsibilities of such Office shall include acting as an ombudsman before all City agencies which may be involved in the process of approving multifamily housing developments and facilitating the expeditious completion (by such other agency, department or office as may be responsible therefor) of: all reviews and approvals, negotiations with specific developers and grants (if appropriate) of specific Mandated Incentives. Such Office shall also have the power to pre-approve or screen particular proposals, to assist developers in the application process, to implement a marketing program to make widely known the availability of Mandated Incentives and of assisted units among developers and potential purchasers and tenants of assisted units, and to implement such other administrative steps as may be required or convenient for the more effective realization of the objective of achieving the Goal (e.g. the creation of an advisory

board of responsible citizens to assist in the foregoing task); provided that, the Implementation Office shall not exercise the power of other City agencies. Moreover, the administrative and coordinating functions described above shall not require that the City vest in the Implementation Office the final discretionary authority to approve specific projects or to grant specific Mandated Incentives.

(c) The Implementation Office shall remain in existence for the duration of this Decree. The Executive Director of the Fair Housing Office shall be responsible for formulating and presenting for approval and funding a budget for such Office, as well as for the hiring and firing of the employees of such Office.

SECTION 12. "Section 8" Certificates. The City shall consider in good faith any plans for assisting eligible families in utilizing their "Section 8" certificates or vouchers which plaintiff or plaintiff-intervenors may at any time hereafter present to the City.

SECTION 13. As specific plans are formulated for the construction of affordable housing, projections for the additional number of school age children who would occupy Long Term Plan housing developments shall be furnished to the School Board. The School Board shall advise the Court and the parties as to the capacity of the existing school system to accommodate such additional children, whether expansion is required and the

impact, if any, of such changes on the School Board's ability to comply with the Educational Improvement Plan.

SECTION 14. If at any time any party to this litigation believes that a proposal for the construction of housing is consistent with and furthers the objectives of the Housing Remedy Order and the Long Term Plan, but requires an exemption from some of the specific provisions contained herein, application may be made to the Court for a waiver or modification of such provisions with respect to that specific proposal.

SO ORDERED:

LS
Leonard B. Sand, U.S.D.J.

DATE:

6/13/88

All provisions contemplated in Section 15 the first Decree.

Exhibit 2

MORTGAGE

DATE: March 21, 1996

ROJ9
P 11
T 4/3
off. 1

MORTGAGOR:

A. LAS
Loretta Smith
100 Shoreview Drive, Apt. No. 2
Yonkers, New York 10701

MORTGAGEE:

FAIR HOUSING IMPLEMENTATION OFFICE
OF THE CITY OF YONKERS
53 South Broadway, Yonkers, New York 10701

DEFINITIONS

(A) "Security Agreement" means this document which is dated March 21, 1996.

(B) "Borrower" means Loretta Smith, 100 Shoreview Drive, Apt. No. 2, Yonkers, New York 10701, who sometimes will be identified herein as "Borrower" and sometimes simply as "I," "me," "mine," "my," "his," "her," or "their."

(C) "Lender" means the Fair Housing Implementation Office of the City of Yonkers, 53 South Broadway, Yonkers, New York 10701, which will sometimes be identified herein as "FHIO," or any other lender to which the Lender's rights and liabilities under the Security Agreement are transferred.

(D) "Note" means the Promissory Note signed by Borrower and dated March 21, 1996, showing that Borrower owes Lender *Nineteen Thousand Nine Hundred Thirty-Four and 6/100 Cents* (U.S. \$ *19,934.00*).

(E) "Property" means the property described below in the section titled "Description Of The Property."

DESCRIPTION OF THE PROPERTY

Section 2 Block 2149 Lot 101 on the tax Map of the City of Yonkers, Westchester County.

The Unit (the "Unit") known as Unit No. 1, in the premises known as "The Vista at Hudson Terrace Condominium" and by the street address 421 North Broadway, City of Yonkers, County of Westchester and State of New York, said Unit being designated and described as Unit No. 1 in the declaration ("Declaration")

establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), dated May 9, 1990, and recorded in the Office of the County Clerk of Westchester County, Division of Land Records (the "County Clerk's Office") on May 18, 1990, in Liber 9807, page 197, and also designated as Tax Lot 101 in Block 2149 of Section 2 in the County of Westchester on the Land Tax Map of the County of Westchester, City of Yonkers and on the Floor Plans of said Building, certified by Design Partnership Architecture, P.C., on May 9, 1990, as Condominium Plan Map No. 24155. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of The Vista at Hudson Terrace Condominium.

TOGETHER with an easement for the exclusive use of Parking Space No. 6 said Parking Space being designated and assigned to the Unit and described in the Declaration on the Floor Plans;

TOGETHER with an undivided 2.7565% interest in the Common Elements;

All that certain plot, piece or parcel of land situate, lying and being in the City of Yonkers, County of Westchester and State of New York being more particularly bounded and described as follows:

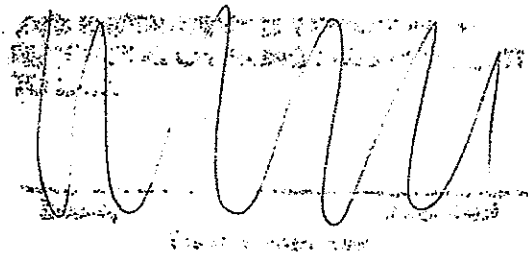
BEGINNING at a point formed by the intersection of the southerly side of Hudson Terrace and the westerly side of North Broadway;

RUNNING THENCE along the said westerly side of North Broadway, South 29 degrees 46' 09" West 200.73 feet to a point;

THENCE North 61 degrees 56' 50" West 172.19 feet to a point;

THENCE North 30 degrees 21' 20" East 208.13 feet to a point on the above mentioned southerly side of Hudson Terrace;

THENCE along the same, South 50 degrees 28' 40" East 107.00 feet to the point or place of BEGINNING.

A large, stylized handwritten signature or scribble, possibly in ink, consisting of several overlapping loops and lines. It is positioned at the bottom of the page, above the page number.

PURPOSE

Borrower is the owner of the property and desires to obtain a loan from the Lender, secured by Borrower's Property. The sum which the Borrower desires to borrow from the Lender is *Nineteen thousand Nine Hundred Thirty-four* (\$19,934.00) ("Loan" or "Debt") which amount represents a portion of the purchase price and/or closing costs associated with the purchase of the Property, which has been provided by the Fair Housing Implementation Office of the City of Yonkers. The lender is willing to lend that sum to the Borrower upon the following conditions. *WAS*

THE LENDER AND I THEREFORE AGREE AS FOLLOWS:

1. OWNERSHIP

I state to the Lender that I am the sole owner of the Property described above and that I have the sole right and power to transfer, assign or borrow money on the basis of the Property. The parties hereto agree that all terms and provisions of the Note and Security Agreement shall be subject and subordinate to the first lien of any permanent loan heretofore or hereafter granted to an institutional lender of an FHA approved lender ("Primary Lender") or any other loan approved by the Lender, including a loan from the New York State Affordable Housing Corporation, for the purpose of financing the purchase of the Property (the "Primary Loan") and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof to the full extent thereof. If any action or proceeding of foreclosure shall be instituted by the Primary Lender, the Borrower shall immediately upon service thereof, deliver to the Lender a true copy of each notice, petition, summons or papers howsoever designated, served in such action or proceeding or in any such action or proceeding. It is hereby expressly agreed that should any default occur in the payment of principal or interest on any Primary Loan, taxes, assessments, or common charges and should such Primary Loan, taxes, assessments, or common charges or any portion or installment thereof remain unpaid beyond any applicable grace period, or should any action be commenced to foreclose, or to dispossess the Borrower from occupancy of the Property, then any unpaid portion of the amount due under the terms of the Note shall become due and payable at the option of Lender.

2. OTHER DOCUMENTS

At the same time that the Lender lends the Borrower the sum of *Nineteen thousand Nine Hundred Thirty-four* (\$19,934.00), the Borrower shall execute the following documents: *WAS*

- a. The Note, and b. The Security Agreement.

All of the foregoing documents are to be completed and signed by the proper parties and signatures are to be properly witnessed.

3. PREPAYMENT RESTRICTIONS

Except as otherwise provided herein, or in the Note, the Loan shall not amortize or be reduced and may not be prepaid during the period (the "Loan Term") commencing on the date hereof and terminating thirty (30) years from the date hereof (the "Termination Date"). On the Termination Date the entire Debt shall be reduced to zero (-0-) and no further monies shall be due and owing from Borrower to Lender.

4. SECURITY

To guarantee to the Lender that the Loan represented by the Note will be repaid I give to the Lender a subordinate second continuing security interest in and to all of my right, ownership and title to the Property. I further give to the Lender a continuing subordinate second security interest in the proceeds of the Property.

Lender agrees that it will look solely to the Property for repayment of the Loan and no other property or other assets of Borrower shall be subject to levy, execution or other enforcement procedures for the satisfaction of the remedies of Lender, or for any payment required to be made under the Note or this Security Agreement or for the performance of any of the covenants or warranties contained herein or therein; provided that the foregoing provisions of this paragraph shall not (i) constitute a waiver of any obligation evidenced by the Note or secured by this Security Agreement, (ii) limit the right of the holder of the Note to name Borrower as a party defendant in any action or suit for judicial foreclosure and sale under this Security Agreement so long as no personal judgment shall be obtained or enforced against Borrower, or (iii) affect in any way the validity of the Note or all or any obligations evidenced by the Note or secured by the Security Agreement.

Unless Lender has commenced a proceeding to foreclose this Security Agreement prior to such date, this Security Agreement shall be deemed of no further force and effect upon the later of the following events (i) the repayment in full of the Loan Amount or (ii) the thirtieth (30th) anniversary of continuous ownership and occupancy of the Premises by the Borrower, his/her successors and assigns. If Lender has not commenced a proceeding to foreclose this Security Agreement prior to such date, the Lender shall, on or after such date, upon request by Borrower, return all documents referred to in Paragraph "2" of this Security Agreement and execute and deliver to Borrower any necessary and appropriate documents to terminate this mortgagage. Borrower also authorizes Lender to file any such documents.

5. IMMEDIATE REPAYMENT

If any one or more of the following events (called "Events of Default") shall take place, then the Lender has the right to require Borrower to pay immediately the entire balance outstanding on the Note together with all interest owing thereon. Furthermore, the Lender need not first present the note to Borrower or demand payment on the Note before it can take any such action:

(a) The non-payment of real estate taxes, any maintenance, assessments, common charges or any other charges required to be made under the terms and conditions of the Declaration of Condominium, Condominium Offering Plan, the Bylaws of the Condominium, or by the Board of Managers of the Condominium if such default is not eliminated within the time and in the manner set forth in such Declaration, Offering Plan, or Bylaws or by the Board of Managers of the Condominium, or

(b) A default in the performance of, or a failure to comply with, any of the terms, provisions or conditions of the Declaration, Offering Plan, Bylaws or Resolutions of the Condominium, if such default is not eliminated within the time and in the manner provided for in such documents, or

(c) The taking by or against me of any legal action because I am not able to pay any of my debts, or

(d) A transfer, sale, assignment or granting of a further security interest to the Property.

(e) A default in the performance of any other agreement between myself or the Borrower and the Lender, or

(f) A subletting, assignment or offer of subletting or assignment of the Property without the prior written consent of the Lender, or

(g) A default in the performance of, or a failure to comply with, any of the terms, provisions or conditions of any of the loan documents evidencing and securing the Primary Loan.

The foregoing statements as to the courses of action available to the Lender in the event of a default as above defined, are in addition to all of the Lender's rights as set forth in the Note. Such statement is not intended to limit any of the Lender's rights under any terms of the Note.

6. ASSUMPTION OF LOAN

Notwithstanding anything to the contrary contained in this Security Agreement or the Note, this Security Agreement and the

Note it secures shall be fully assumable by any subsequent qualified purchaser of the Property provided that said subsequent purchaser has been properly qualified to purchase the Property under the provisions of the 1988 Long Term Plan Order entered in United States v. Yonkers, 80 Civ. 6761 (LBS)(S.D.N.Y.), as amended ("LTPO"). Once this Security Agreement and Note it secures have been assumed by a subsequent qualified purchaser, the Borrower shall have no further obligations hereunder.

7. PAYMENT OF PRINCIPAL AND INTEREST

The loan secured hereby shall be a standing loan which shall be without interest and shall not require the payment of installments of principal, except that provided for by the terms of the Note.

8. TERMINATION OF LOAN

Unless Lender has commenced a proceeding to foreclose the lien of the Security Agreement prior to such date, this Security Agreement shall be deemed of no further force and effect upon the later of the following events (i) the repayment in full of the Loan or (ii) the thirtieth (30th) anniversary of continuous ownership and occupancy of the Property by the Borrower, their successors and assigns. The Lender shall, on or after such date, upon written request by Mortgagor, execute and deliver appropriate documents to terminate this mortgage.

9. SALE OF SECURITY

If any event of default, as defined under Paragraph "5" of this Security Agreement, should occur and if the Lender should demand immediate repayment of the balance owing on the Note, the Lender shall demand such payment by written notice sent to Borrower by certified mail, return receipt requested. If Borrower should fail to pay the entire amount which is owed within thirty (30) days after receiving such notice from the Lender, then the Lender may sell, assign or deliver the Property at a public or private sale for cash or upon credit. The Lender may, but shall not be required, to advertise in advance the time, place or terms of such sale. However, if such sale should be a private sale, the Lender will give me written notice of the time, place and the terms of such sale ten (10) days before the sale actually takes place. If I should refuse to sign the post office receipt for the certified mail referred to in this paragraph, or if the post office should be unable to deliver to me such certified mail by reason of my having moved without having furnished to the post office a forwarding address, the date of my refusal to sign such receipt or the date of the attempted delivery by the post office to me of such notice shall be considered to be the date of my receipt of that notice.

In the case of any sale of the Security by the Lender on credit, the Lender shall have the right to keep the Security in its possession until the sales price has been paid in full. At any such sale, the Lender may itself purchase the Security and in such event, I agree to release and give up on any claims which I may have to the Security.

In case of such sale to a person other than the Lender, the Lender shall first deduct all expenses incurred by it in the collection, sale and delivery of the Security as well as any incidental expenses such as reasonable attorneys' fees, brokerage commissions and transfer taxes. The Lender shall then apply any balance remaining under the sales price to satisfy any outstanding obligation owing under the Note. If any surplus should remain after the foregoing expenses have been paid, the Lender shall return such surplus to the Borrower. Any sale of the Security conducted under the foregoing terms and conditions shall be considered commercially reasonable.

10. CLAIM AGAINST SECURITY

I agree that I will not, and may not, assert against the Lender or against the Security any claim or demand arising out of my purchase agreement or under the Condominium plan or with respect to the Unit.

11. ACTIONS BY THE LENDER

The Lender may, at its option, make payments for my account, or do any acts required to be done in order to prevent a default in or breach of the declaration, bylaws or resolutions of the Condominium. However, the Lender under no circumstances shall be required to do so. In the event that the Lender makes any of these payments or does any of these acts, these payments and the costs of these acts shall be added to the Debt secured by this agreement and the principal amount of the Note shall be deemed increased accordingly.

12. VACATING MY APARTMENT

In the event of a default described above, I shall immediately move from Unit No. 1 and give possession of it to the Lender. In the event that proceedings to evict me become necessary, the cost of removal shall be borne by me, if such cost is not paid by me, said cost shall be added to the Debt secured by this agreement and the principal amount of the Note shall be deemed increased accordingly.

13. NO JURY TRIAL

Except as prohibited by law, the Lender and I shall give up the right to trial by jury in any action, proceeding or counterclaim brought by any of the parties to this agreement against the other on any matter whatsoever arising out of or in any way connected with this agreement, the Property and/or the relationship created by this agreement. With respect to any matter for which a jury trial cannot be given up, the parties hereto agree not to use any such claim as a counterclaim, or move to join the same with any action or proceeding in which a jury trial is given up.

14. MY RIGHTS AS OWNER OF UNIT NO. 1

The Lender agrees that until there has been an event of Default and the Lender has elected to demand full payment subject to the rights of the primary lender, I shall have the only right to vote as owner of Unit No. 1 under the Bylaws of the Condominium, shall be entitled to receive and retain dividends or tax refunds, if any, from the Condominium, shall be the only one entitled to any benefits of any income tax deductions available to unit owners of the Condominium, shall have the right to occupy Unit No. 1 and shall have all other rights and privileges of a unit owner of the Condominium. I agree that only I shall have the responsibility to the Condominium for payment of all assessments, maintenance or common charges and other charges to become due under the Declaration of Condominium, Condominium Offering Plan, Bylaws of the Condominium or resolutions of the Board of Managers of the Condominium, shall be solely responsible for the performance of all the terms, covenants and conditions of such Declaration, Plan, Bylaws and resolutions on the part of a unit owner to be performed, and that the Lender shall have no responsibility of a unit owner whatsoever and shall under no circumstances be deemed a unit owner of the Condominium, except with respect to such rights and responsibilities that may occur as a result of default or through foreclosure. If one of the Events of Default occurs, the Lender shall be entitled to receive distributions of capital and refunds of maintenance or common charges, assessments and taxes, if any, from the Condominium, to be applied in reduction of the principal Debt.

15. COLLECTION COSTS AND LAWSUITS

If the Lender must use an attorney to collect the Loan, I agree to pay the Lender the actual expenses of collection, reasonable attorney's fees and the court costs.

16. AFFORDABLE HOUSING REPRESENTATIONS AND AGREEMENTS

Borrower represents and acknowledges that the Debt secured by this Agreement has been provided by the Lender as a part of an

affordable housing program mandated by the provisions of the LTPO. Borrower acknowledges receipt of a copy of the LTPO and understands the provisions of the LTPO and the sale and transfer restrictions of the LTPO applicable to the future sale or transfer of the Property. Borrower represents that the Loan proceeds have been used as a portion of the purchase price and/or closing costs associated with purchase of the Property in furtherance of the LTPO's affordable housing program and that, under the terms of the LTPO, the Property shall remain affordable for a period of thirty (30) years to persons in the same income category as the Borrower. Borrower further acknowledges and represents that all the information provided to the Lender in submitting her affordable housing application is true and correct. Borrower further represents that her 1995 household income was approximately Forty Thousand Dollars and No Cents (\$40,000.00), her present monthly household income is approximately Three Thousand Three Hundred Thirty-Two Dollars and Seventy-Five Cents (\$3,332.75) and her household consists of a 2 person family.

17. CHANGING THIS AGREEMENT

This agreement contains the full understanding of the parties and may not be amended, altered, changed or ended except by another document in writing signed by the party against whom it is asserted, or by his, her or its duly authorized agent.

18. IDENTITY OF PARTIES

The undersigned represents she acquired ownership of the Property on March 21, 1996 from C & A Investments, Inc.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on March 21, 1996.

BORROWER

Loretta Smith
Loretta Smith

LENDER

Fair Housing Implementation Office of
the City of Yonkers
53 South Broadway
Yonkers, New York 10701

By:

Karen V. Hill
Karen V. Hill
Executive Director

COPY

ASSUMPTION & MORTGAGE SUBORDINATION AGREEMENT

AGREEMENT dated as of September 29, 2010 between M&T Bank, its Successors and/or Assigns ("Senior Mortgagee"), and Christopher Johnson ("Borrowers"), the owners of certain premises located at 421 North Broadway, Unit 1, Yonkers, New York and the **City of Yonkers, a municipal corporation, as successor to Fair Housing Implementation Office of the City of Yonkers**, having an address at **40 South Broadway, Yonkers, New York 10701** ("Subordinate Mortgagee").

WHEREAS, the Senior Mortgagee intends to make a first mortgage loan in the principal amount of \$ 171,641.00 (First Loan") to Christopher Johnson ("Borrowers"), the owners of certain premises located at 421 North Broadway, Unit 1, Yonkers, New York (the "Premises"); and

WHEREAS, the First Loan will be evidenced by note of the Borrowers in the original principal sum of \$171,641.00 ("First Note") which will be secured and evidenced by first mortgage (the "First Mortgage") encumbering the Premises and such other rights and interests as are set forth in the First Mortgage (the "Mortgaged Property"); and

WHEREAS, the Subordinate Mortgagee is the owner and holder of a mortgage dated the 21st day of March, 1996 in the principal sum of \$19,934.00 and recorded in Liber 21482 Page 23 in the office of the Clerk of the County of Westchester on the 10th day of April 1996; and

WHEREAS, the Borrowers is hereby agreeing to assume in to the responsibilities of the Previous Borrower under the terms of the Subordinate Mortgage; and

WHEREAS, the Senior Mortgagee has required as a condition to its closing the Loan that the Subordinate Mortgagee subordinate the lien of the Subordinate Mortgage to the lien of the Senior Mortgagee and to all of the Senior Mortgagee's rights and remedies with respect thereto.

NOW THEREFORE, in consideration of the Premises and the mutual promises herein contained and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Subordinate Mortgagee hereby covenants and agrees that the above referenced Mortgages held by the Subordinate Mortgagee be subject and subordinate in lien to the new notes and mortgages to be held by the Senior Mortgagee.

FURTHER, it is agreed that the Previous Borrower is hereby discharged and released from any further obligation under the aforementioned Subordinate Mortgage. Borrowers hereby acknowledge that the Previous Borrower has conveyed to Borrowers the property described herein and affected by the Subordinate Mortgage. Borrowers therefore agree to take such property subject to said Subordinate Mortgage and assume the obligations of the Previous Borrower there under. Borrowers hereby assume and agree to comply with the terms and conditions of the Mortgage, including, but not limited to the resale restrictions and covenants.

CITY OF YONKERS

TO

M&T Bank

**ASSUMPTION AND MORTGAGE
SUBORDINATION AGREEMENT**

Dated: September 29, 2010

Premises: 421 North Broadway, Unit 1
Yonkers, New York

Section 2
Block 2149
Lot 101

RECORD AND RETURN TO:

M&T Bank
PO Box 4613
Buffalo, NY 14240

Exhibit 3

AFFORDABLE HOUSING PROGRAM

OCCUPANCY MONITORING DECLARATION

STATE OF NEW YORK)

ss:

COUNTY OF WESTCHESTER)

The undersigned, being duly sworn, states the following under penalty of perjury:

The address of my/our primary residence is _____.

I/we am/are aware that the City of Yonkers relies on the truthfulness of the statements made in this declaration. I/We am/are aware that any misrepresentation will be a violation of the agreement with the City of Yonkers and may be grounds for foreclosure or other actions.

Print Owner's Names:

Owner's Signatures:

Please complete the following:

Date: _____

Home Phone Number: _____

Cell Phone Number: _____

Email address: _____

This form must be returned by **June 20, 2023** to:

Yonkers Affordable Housing Program
87 Nepperhan Avenue Room 309
Yonkers, NY 10701
Att: Kathy Kuhnel, Director

Or via fax (914) 377-6996
Or email: Kathy.kuhnel@yonkersny.gov

Exhibit 4

Handwritten initials

THIS INDENTURE, made the ^{as of} 10th day of June, 2022

BETWEEN

JAMES HASSELL AND ALONDA HASSELL, residing at 34 Rose Hill Terrace, Yonkers, New York 10703

party of the first part, and

CHRISTOPHER JOHNSON AND TAJ JOHNSON, ^{D. husband + wife} residing at 421 N. Broadway, Unit 1, Yonkers, New York 10703

party of the second part,

WITNESSETH, that the party of the first part, in consideration of SEVEN HUNDRED AND SEVENTY THOUSAND (\$770,000.00) dollars 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, situate, lying and being in the

SEE ATTACHED SCHEDULE "A"

"Said premises being and intended to be the same premises described in a certain deed recorded on February 1, 2013, in ^{County No. 50119226} 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.

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" when ever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Signature of James Hassell

JAMES HASSELL

Signature of Alonda Hassell

ALONDA HASSELL

Westcor Land Title Insurance Company

**SCHEDULE A
DESCRIPTION OF PREMISES**

Title No. CORE27210
Policy No. OP-22-NY1209-14086608

ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Yonkers, County of Westchester and State of New York, known and designated as Lots 31 and 32 and part of Lot 30 and 44 on the filed map entitled, " Map of Upland Park, Yonkers, NY", dated May 30, 1901 and filed in the Westchester County Clerk's Office, Division of Land Records on October 18, 1901 in Volume 14 of Maps, page 33, bounded and described as follows:

BEGINNING at a point on the Easterly side of Rose Hill Terrace, said point being 100 feet Northerly from the corner formed by the intersection of the Easterly side of Rose Hill Terrace and the Northerly side of Upland Place, said point being at the division line between Lot 32 and Lot 33 on the aforementioned map;

RUNNING THENCE in a Easterly direction along said division line and continuing along the division line between Lot 44 and Lot 45 on the aforementioned map 157.42 feet;

RUNNING THENCE in a Northerly direction and along a line forming an interior angle of 96 Degrees 16 Minutes 38 Seconds with the last mentioned, course 50.30 feet;

RUNNING THENCE in a Westerly direction through Lot 44 and continuing along the division line between Lot 31 and part of Lot 30 on the aforementioned map and on a line forming an interior angle of 83 Degrees 43 Minutes 22 Seconds with the last mentioned course 120.52 feet;

RUNNING THENCE through part of Lot 30 and continuing along the division line between Lot 31 and part of Lot 30 on the aforementioned map the following four courses and distances:

Westerly on a line forming an exterior angle of 150 degrees 25 minutes 20 seconds with the last mentioned course a distance of 4.25 feet;

Westerly on a line forming an exterior angle of 209 degrees 34 minutes 40 seconds with the last mentioned course a distance of 30.00 feet;

Westerly on a line forming an exterior angle of 209 degrees 34 minutes 40 seconds with the last mentioned course a distance of 4.25 feet;

Westerly on a line forming an exterior angle of 150 degrees 25 minutes 20 seconds with the last mentioned course a distance of 5 feet to the easterly side of Rose Hill Terrace;

RUNNING THENCE in a southerly direction along the easterly side of Rose Hill Terrace 50 feet to the point or place of **BEGINNING**.

For information only: Premises is known as 34 Rose Hill Terrace, Yonkers NY

ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of Westchester, ss:

On the 24th day of June in the year 2022, before me, the undersigned, personally appeared JAMES HASSELL AND ALONDA HASSELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature of Leticia Arzu]

NOTARY PUBLIC
LETICIA ARZU
Notary Public, State of New York
No. 4945037
Qualified in Westchester County
Commission Expires December 12, 2022

ACKNOWLEDGEMENT BY SUBSCRIBING WITNESS TAKEN IN NEW YORK STATE

State of New York, County of, ss:

On the day of in the year, before me, the undersigned, a Notary Public in and for said State, personally appeared

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number if any, thereof); that he/she/they know(s)

to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness thereto.

NOTARY PUBLIC

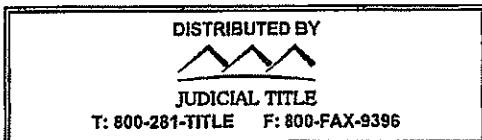
Bargain and Sale Deed With Covenants

JAMES HASSELL AND ALONDA HASSELL

TO

CHRISTOPHER JOHNSON AND TAI JOHNSON

Title No. CORE 27210



ACKNOWLEDGEMENT TAKEN IN NEW YORK STATE

State of New York, County of, ss:

On the day of in the year, before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

ACKNOWLEDGEMENT TAKEN OUTSIDE NEW YORK STATE

State of, County of, ss:

On the day of in the year, before me, the undersigned personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual make such appearance before the undersigned in the

(add the city or political subdivision and the state or country or other place the acknowledgement was taken).

NOTARY PUBLIC

COUNTY: WESTCHESTER

TOWN/CITY: YONKERS

PROPERTY ADDRESS: 34 Rose Hill Terrace Yonkers, New York 10703

SECTION: 3

BLOCK: 3987

LOT: 87

RETURN BY MAIL TO:

KRISTEN M. BREGGIO, ESQ.
1225 FRANKLIN AVENUE, STE 325
GARDEN CITY, NEW YORK 11530

Exhibit 5

AFFORDABLE HOUSING PROGRAM

OCCUPANCY MONITORING DECLARATION

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

ss: Johnson
B-1.71 vi (A)

The undersigned, being duly sworn, states the following under penalty of perjury:

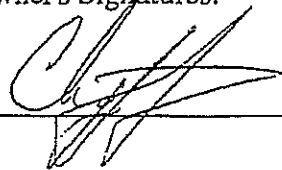
The address of my/our primary residence is 421 N. BROADWAY #1.

I/we am/are aware that the City of Yonkers relies on the truthfulness of the statements made in this declaration. I/We am/are aware that any misrepresentation will be a violation of the agreement with the City of Yonkers and may be grounds for foreclosure or other actions.

Print Owner's Names:

Owner's Signatures:

Christopher Johnson



Please complete the following:

Date: 5/31/22

Home Phone Number: (914)-207-6918

Cell Phone Number: (918)-644-2560

Email address: CRSJ754@YAHOO.COM

This form must be returned by June 15, 2022 to:

Yonkers Affordable Housing Program
87 Nepperhan Avenue Room 309
Yonkers, NY 10701
Attn: Kathy Kuhnel, Director

Or via fax (914) 377-6996
Or email: Kathy.kuhnel@yonkersny.gov

Exhibit #1
5/31/22 2PN

Exhibit 6



Subpoena Duces Tecum

**CITY OF YONKERS
DEPARTMENT OF INSPECTOR GENERAL
CITY HALL
YONKERS, N.Y. 10701**

To: Hon. Christopher Johnson
34 Rose Hill Terrace
Yonkers, NY 10703

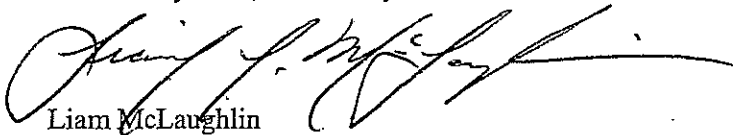
You are hereby commanded that all business and excuses being laid aside you appear with and produce the requested records before the Department of Inspector General of the City of Yonkers at Yonkers City Hall, 5th floor, 40 South Broadway, Yonkers, New York 10701 on **Thursday, the 15th day of June 2023**, at 10:00 A.M. and at any recessed or adjourned date thereto to testify in the matter of an investigation relating to your affordable housing condominium at 421 N. Broadway, #1, Yonkers, New York, 10703 now being conducted before the Inspector General pursuant to Article VII, Sections C7-2 of the Charter of the City of Yonkers, and that you bring with you and produce at the time and place aforesaid, any and all books, records and documents (including electronic versions), related to such investigation, including but not limited to:

1. Any and all documents related to the home you purchased at 34 Rose Hill Terrace, Yonkers, New York, (hereinafter "34 Rose Hill Terrace"), including but not limited to your mortgage application, homeowner's insurance application, STAR Property Tax Exemption and all documents submitted to the bank in order to secure a mortgage on said property and any and all closing documents.
2. The names of all individuals residing at 421 N. Broadway, #1, Yonkers, New York, (hereinafter "421 N. Broadway"), from June 10, 2022 to the present.
3. The lease or sub-lease agreement, rent payments, expense reimbursements, cancelled checks, receipts and bank statements (non-rental information may be redacted from bank statements) regarding the rental of 421 N. Broadway. The relevant period is June 10, 2022 to the present.
4. Any and all utility bills including but not limited to phone, internet, cable TV, electric, oil, water and gas for 34 Rose Hill Terrace, and 421 N. Broadway, from June 10, 2022 to the present.
5. Any and all communications from June 10, 2022 to the present with the management company of 421 N. Broadway regarding you and/or your family moving out of 421 N. Broadway and the current occupants moving in.

6. Any and all State and Federal income tax returns you filed for 2022.

FOR FAILURE TO APPEAR, an application will be made to the Supreme Court of the State of New York to compel compliance, and to impose costs, and for the issuance of a warrant directing a Marshall to bring you before the undersigned, and you may be subject to such other penalties and proceedings as are prescribed by law.

Witness my hand, this 1st day of June 2023.

A handwritten signature in black ink, appearing to read 'Liam McLaughlin', written over a horizontal line.

Liam McLaughlin
Yonkers Inspector General

Any inquiry concerning this subpoena should be made to:

Liam McLaughlin, Yonkers Inspector General, Telephone: (914) 377-6107