

**NY Rising Housing Recovery Program
Homeowner Grant Agreement
[Reimbursement for properties in the floodplain]**

[Note: This form is to be used only for Grant Agreements which do not include funding for future construction work, for properties located in the 100-year flood plain.]

THIS GRANT AGREEMENT ("Agreement"), entered this _____ day of _____, 2013, by and between HOUSING TRUST FUND CORPORATION, a New York public benefit corporation ("HTFC") and <<NAME>> ("Homeowner").

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.), portions of the State of New York ("State") received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee (the "Storms"); and

WHEREAS, the State has received an allocation of Community Development Block Grant Disaster Recovery ("CDBG-DR") funds from the United States Department of Housing and Urban Development ("HUD") for the purpose of providing assistance to recover from the Storms; and

WHEREAS, HTFC is authorized to administer CDBG-DR funds in the State and has implemented the NY Rising Housing Recovery Program ("Program") to award a portion of those funds to homeowners affected by the Storms; and

WHEREAS, Homeowner has been determined to be eligible to participate in the Program and receive CDBG-DR funds ("CDBG-DR Assistance");

NOW, therefore, it is agreed between the parties hereto that:

I. GRANT AMOUNT AND USE OF CDBG-DR FUNDS

HTFC will provide CDBG-DR Assistance in the form of a grant ("CDBG-DR Grant") to reimburse Homeowner for work performed prior to the execution of this Agreement ("Work") in connection with the rehabilitation of an eligible property located at <<ADDRESS>> (Property Address) situated in the State of New York, County of <<COUNTY>> ("Property").

The amount of the CDBG-DR Grant being provided under this Agreement is \$<<AWARD>>.

Homeowner hereby accepts the above award amount and waives any right to seek additional funds for the Work through the submission of receipts or to otherwise contest or appeal the amount of the award.

II. FLOOD INSURANCE

As a condition to HTFC making the CDBG-DR Grant, Homeowner agrees to purchase and maintain flood insurance in accordance with federal law. Homeowner understands that, under federal law, flood insurance must be maintained for the life of the Property and that, in the event of a transfer of the Property, Homeowner is required, on or before the date of transfer, to notify the transferee in writing, in documents evidencing the transfer of ownership of the

Property, of the requirements to obtain and maintain flood insurance in accordance with federal law.

Homeowner acknowledges that if Homeowner fails to provide such notification to the transferee, and, subsequent to the transfer of the Property (a) the transferee fails to obtain or maintain flood insurance, (b) the Property is damaged by a flood disaster, and (c) federal disaster relief assistance is provided for the repair, replacement, or restoration of the Property as a result of such damage, Homeowner shall be required to reimburse the Federal Government in an amount equal to the amount of the federal disaster relief assistance provided with respect to the Property.

III. STORM RECOVERY RESTRICTIVE COVENANTS

As a condition to HTFC making the CDBG-DR Grant, Homeowner must have executed and delivered the restrictive covenants document (“Covenants”), in the form attached hereto as Exhibit A. HTFC or its agent shall record the Covenants in the Office of the County Clerk in the county where the Property is located. At all times that the Covenants remain in effect, Homeowner shall comply with all terms and conditions thereunder, including, without limitation, Homeowner’s obligation to maintain flood insurance and to notify subsequent owners of such obligation and, under certain circumstances, to repay all or a portion of the CDBG-DR Grant.

IV. DUPLICATION OF BENEFITS; SUBROGATION

As a condition to HTFC making the CDBG-DR Grant, the Homeowner must have executed and delivered a Subrogation and Assignment Agreement (the “Subrogation Agreement”), in the form attached hereto as Exhibit B. Homeowner shall comply with all terms and conditions of the Subrogation Agreement, including, without limitation, Homeowner’s obligation to promptly notify HTFC of any insurance proceeds or other disaster assistance received with respect to the Property, all in accordance with the provisions of the Subrogation Agreement.

V. PAYMENT

HTFC will endeavor to pay the CDBG-DR Assistance to the Homeowner, as soon as is practicable following the Homeowner’s execution and delivery of this Agreement, the Covenants and the Subrogation Agreement and Homeowner’s satisfaction of any other condition identified in this Agreement, all in accordance with established HTFC payment procedures.

VI. INDEMNIFICATION; HOLD HARMLESS CLAUSE

Homeowner agrees to indemnify and hold harmless the State, HTFC and its officers, directors, agents, employees and affiliates (collectively the “Indemnified Parties”) from any and all claims, losses, damages or liability arising out of, or in any way related to, the CDBG-DR Grant, the CDBG-DR Assistance, or any other act or failure to act under this Agreement, the Subrogation Agreement, and/or the Covenants. If Homeowner attempts to take legal action against the Indemnified Parties, the Indemnified Parties will have the right to recover from Homeowner attorney fees and other expenses incurred in connection with such action in the event of an adverse judgment against Homeowner.

VII. MISREPRESENTATIONS AND NONCOMPLIANCE

Homeowner hereby asserts, certifies and reaffirms that all representations and other information contained in the Homeowner's CDBG-DR application, certifications and any other document provided by Homeowner to HTFC or its agents in connection with the CDBG-DR Grant ("Homeowner Documents") remain true, correct and complete, to the best of Homeowner's knowledge, as of the date of this Agreement. Homeowner acknowledges that all such representations and information have been relied on by HTFC to provide the CDBG-DR Grant.

Homeowner shall promptly notify HTFC, in writing, of the occurrence of any event or any material change in circumstances which would make any Homeowner representation or information untrue or incorrect or otherwise impair Homeowner's ability to fulfill Homeowner's obligations under this Agreement or other Homeowner Documents.

Homeowner further certifies that Homeowner has disclosed to HTFC all insurance proceeds and other funds received from governmental or private sources as compensation for damages as a result of the Storms.

Homeowner acknowledges that in the event that Homeowner makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the CDBG-DR Grant, Homeowner may be subject to civil and/or criminal prosecution by federal, State and/or local authorities.

VIII. DEFAULT/RECAPTURE OF GRANT

Each of the following is a default under this Agreement:

(a) Homeowner's making or filing of any false, misleading or fraudulent statement or Homeowner's omission of any material fact with respect to the Homeowner Documents, (b) Homeowner's failure or refusal to fulfill any condition or covenant in any of the Homeowner Documents, including, without limitation, the terms and conditions in the Covenants, and (c) Homeowner's failure to maintain flood insurance on the Property or to provide proper notice to a transferee, upon a transfer of the Property, of the requirements to obtain and maintain flood insurance.

HTFC shall have sole discretion to determine whether or when a default has occurred and whether or when a Homeowner may have cured such default. Upon HTFC's written notice ("Default Notice") to Homeowner of the occurrence of a default hereunder, Homeowner shall have five (5) business days (the "Response Period") to respond in writing and, to the extent permitted in the Default Notice, cure any such default.

Upon the expiration of the Response Period, and Homeowner's failure to cure any default that the Default Notice permits Homeowner to cure, if any, HTFC may, but shall not be obligated to, exercise all rights and remedies available to it at law or in equity, including, without limitation, recapture of all or a portion of the CDBG-DR Assistance. Upon HTFC's demand, Homeowner agrees to promptly return the amount of the CDBG-DR Grant indicated in the Default Notice.

IX. SECTION HEADINGS

The section headings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. WAIVER

HTFC's failure to act with respect to breach by Homeowner does not waive its right to act with respect to subsequent or similar breaches. The failure of HTFC to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XII. ENTIRE AGREEMENT

This Agreement, together with the Homeowner Documents, constitutes the entire agreement between HTFC and Homeowner with respect to the CDBG-DR Grant and supersedes all other prior or contemporaneous communications and proposals, whether electronic, oral, or written between HTFC or its agents and Homeowner with respect to this Agreement. In the event of a conflict between this Agreement and any of the Homeowner Documents, this Agreement shall control. Notwithstanding the foregoing, in the event that HTFC determines that Homeowner failed to execute any of the necessary Homeowner Documents, Homeowner hereby agrees to execute such further documents, after execution of this Agreement, in a timely manner.

XIII. ELECTRONIC SIGNATURE

In the event that HTFC shall execute this Agreement by the use of an electronic signature, such electronic signature shall create a valid and binding obligation by HTFC.

XIV. EXECUTORY CLAUSE

This Agreement is subject to availability of CDBG-DR Assistance. HTFC shall have no liability under this Agreement (including any extension or other modification of this Agreement) to provide funding to any Homeowner beyond funds appropriated or otherwise lawfully available for this Agreement, which shall include funds made available to HTFC from the Federal Government.

(Signature page follows)

IN WITNESS WHEREOF, the Homeowner(s) and HTFC have executed this Agreement as of the date first above written.

Homeowner

Housing Trust Fund Corporation

By: _____

By: _____

Name: _____

Name: _____

Current address: _____

Homeowner

By: _____

Name: _____

Current address: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the ____ day of _____, 2013, before me, the undersigned, a Notary Public of said State, personally appeared, <<NAME>>, 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

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the ____ day of _____, 2013, before me, the undersigned, a Notary Public of said State, personally appeared, <<NAME>>, 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

Exhibit A

Storm Recovery Covenants

[Insert covenant form for the applicable County for properties located in the floodplain]

Attach copy of signed covenant form at closing.

SAMPLE

Exhibit B

Subrogation and Assignment Agreement

[Insert Subrogation and Assignment]

Attach signed Subrogation Agreement at closing.

SAMPLE