

E-4

**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

TO: Ronald Belmont, Supervisor and
Members of the Town and Village Board

FROM: Frank P. Allegretti, Town Attorney 

DATE: March 27, 2013

SUBJECT: Agreement between Town and Village of Harrison
And MS Harrison LLC

Attached please find the following documents between the Town and Village of Harrison and MS Harrison, LLC, which have been executed by said corporations:

1. Storm Water Pollution Prevention Plan Easement and Maintenance Agreement; and
3. TP-584 form

I have reviewed said Agreements and recommend that the Town and Village Board authorize the Supervisor to sign same.

FPA:ac
Attachments

CUDDY & FEDER^{LLP}

445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
Tel 914.761.1300 Fax 914.761.5372
www.cuddyfeder.com

March 13, 2013

FEDERAL EXPRESS

Frank Allegretti, Esq.
Jonathan Kraut, Esq.
Town/Village of Harrison
Law Department
1 Heineman Place
Harrison, New York 10528

Re: Morgan Stanley Stormwater Pollution Prevention Plan Easement and
Maintenance Agreement by and between MS Harrison LLC
and the Town and Village of Harrison (the "Agreement")

Dear Messrs. Allegretti and Kraut:

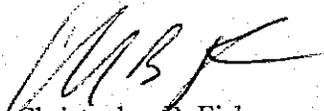
Enclosed please find the referenced Agreement and a Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax ("TP-584"), which have been executed on behalf of our client, MS Harrison LLC.

Please arrange for the Agreement to be executed on behalf of the Town and the Village in the presence of and acknowledged by a Notary Public as indicated. The representatives of the Town and Village will also need to sign TP-584 as Grantees.

When the fully-executed Agreement and TP-584 are returned to our office, we will arrange for the documents to be recorded or filed in the Office of the Westchester County Clerk.

Thank you for your time and consideration. Should you have any questions or concerns, please do not hesitate to contact our office.

Very truly yours,


Christopher B. Fisher

CBF:pc
Enclosures

MORGAN STANLEY
STORMWATER POLLUTION PREVENTION PLAN
EASEMENT AND MAINTENANCE AGREEMENT

This Stormwater Pollution Prevention Plan Easement and Maintenance Agreement ("Agreement") is made and entered into as of this 5th day of March, 2013, by and between MS Harrison LLC ("Morgan Stanley") (the "Grantor"), having an address of 1633 Broadway, 33rd Floor, New York, New York 10019 and the Town of Harrison (the "Town") and the Village of Harrison (the "Village"), New York municipal corporations having their principal place of business at 1 Heineman Place, Harrison, New York 10528.

WITNESSETH:

Whereas, Grantor is the owner of certain real property located adjacent to its existing office building located at 2000 Westchester Avenue in Purchase, New York. Grantor is in the process of having a private accessory solar facility constructed immediately west of the building adjacent to the Hutchinson River Parkway in the Town of Harrison, County of Westchester and State of New York, known and designated on the tax assessment map of the Town as Tax Map Block 625, Lot 1 (the "Property"); and

Whereas, the entire Property is classified in the SB-100 (Special Business) Zoning District; and

Whereas, on December 18, 2012 the Town Planning Board unanimously adopted a SEQRA Negative Declaration and approved Grantor's applications for a Site Plan Permit, Freshwater Wetland Permit, Steep Slopes Permit, and a Special Exception Use Permit for: (i), installation of a ground mounted photovoltaic solar array in the southwest corner portion of the Property, (ii) certain regulated activities within a regulated wetland buffer, (iii) disturbance on slopes in connection with the installation of a solar facility along with other ancillary grading and stormwater improvements (collectively the "Project"); and

Whereas, on January 17, 2013, the Town Board unanimously approved Grantor's application for an Amended Special Exception Use Permit for the Project; and

Whereas, the approved drawing plan set for the Project consists of Sheets T-100, T-101, SU-101, C-101, C-102, C-103, C-301, C-302, C-303, C-304, DA 1.0, DA 1.1, DA 1.2, and EP002, dated October 29, 2012, prepared by Tectonic Engineering & Surveying Consultants, P.C. (the "Approved Plan"); and

Whereas, the Town reviewed and accepted the Stormwater Pollution Prevention Plan for the Project, dated October, 2012, prepared by Tectonic Engineering & Surveying Consultants P.C. (the "SWPPP") as meeting the requirements of the New York State Department of Environmental Conservation SPDES General Permit for Stormwater Discharge from Municipal Separate Storm Sewer Systems ("MS4s"); and

Whereas, Chapter 130 of the Code of the Town of Harrison is entitled "Stormwater Management and Erosion and Sediment Control" and this chapter provides in Section 130-9 for maintenance, inspection and repair of stormwater facilities, including the execution of a maintenance easement agreement binding on all subsequent landowners served by the stormwater management facility by

providing the Town with access at reasonable times for periodic inspection to ensure that the facility is maintained in proper working condition to meet design standards; and

Whereas, Grantor, The Town and the Village of Harrison agree that following construction of the Project in accordance with the Approved Plan, the SWPPP controls shall thereafter be maintained, cleaned, repaired and replaced by Grantor.

Now Therefore, Grantor, the Town and the Village agree as follows:

1. Grantor agrees to maintain, clean, repair, replace and continue the SWPPP controls for the Project in accordance with the Approved Plan as necessary to ensure optimum performance of the SWPPP controls to design specifications. The SWPPP controls shall include, but shall not be limited to, the following: drainage, swales, drop inlets, pipes, culverts, and bioretention basin. Grantor shall be responsible for all expenses related to the maintenance of the stormwater control measures ("Stormwater Control Measures").
2. On or about the date which is one (1) year after the date the certificate of occupancy for the Project is issued by the Town, and thereafter on or about the annual anniversary of such date, Grantor shall in accordance with the Design Manual, the Approved Plan and SWPPP cause the Stormwater Control Measures to be inspected to determine the condition and integrity of such facilities. A professional engineer licensed by the State of New York shall perform such inspection (the "Inspecting Engineer"). Grantor shall submit a report to the Town and Village prepared by the Inspecting Engineer within thirty (30) days of the inspection, which report shall include the findings and recommendations for any actions necessary to ensure the continuation of the Stormwater Control Measures in good working order.
3. Grantor shall undertake any necessary repairs and replacement of the Stormwater Control Measures at the direction of the Town and Village and in accordance with the recommendations of the Inspecting Engineer. Grantor shall not modify the Approved Plan or SWPPP, or undertake an alteration, modification or discontinuation of the Stormwater Control Measures except in accordance with written approval of the Town.
4. Grantor hereby grants the Town and Village a perpetual Easement to enter upon the Property at any reasonable time or times following reasonable written notice for the purpose of periodically inspecting the Stormwater Control Measures to ensure that the Stormwater Control Measures are maintained by Grantor in good working order; provided, however, that in the event of a bona fide emergency, the Town shall have the right to enter upon the Property at all times without prior written notice to Grantor.
5. The parties agree that the Town and Village may enter upon the Property for purposes of inspecting and/or repairing the Stormwater Control Measures (the "Work") (i) in the event of a bona fide emergency, and/or (ii) if Grantor fails to maintain and/or repair the Stormwater Control Measures in good working order and such failure shall remain uncured for a period of thirty (30) days after written notice of such failure is given by the Town or Village to Grantor (the "Notice Period) (or in the case of a failure which cannot be cured within the Notice Period, Grantor fails to commence to cure such failure within the Notice Period and/or thereafter fails to diligently prosecute such cure to completion).

6. The Town and Village shall, upon the completion of any such Work, expeditiously replace and restore the Project to as near to the same condition as existed before the undertaking of such Work as is reasonably practicable under the circumstances.
7. Grantor shall provide to the Town and Village within thirty (30) days of the date of this Agreement security for the maintenance and continuation of the Stormwater Control Measures in the form of a bond, letter of credit or escrow account.
8. If the Town or Village performs any Work, then the Town or Village shall be reimbursed for such Work by Grantor. Unless otherwise agreed to by the Town or Village, payment shall be made to the Town or Village within fifteen (15) days after the Town or Village gives Grantor written notice identifying the work performed and costs thereof in reasonable detail, provided that if Grantor fails to timely make such payment, the Town or Village may draw in the amount of such reasonable costs upon any letter of credit, escrow deposit or maintenance bond required to be provided to the Town or Village as security for the maintenance and continuation of the Stormwater Control Measures. The Town shall give Grantor prompt written notice of any such draw. Notwithstanding the foregoing, any reasonable amounts not paid by Grantor, which are either not covered by, or in excess of, such security may be made a lien against the Property in favor of the Town or Village as the case may be.
9. Unless otherwise provided for in this Agreement, any notice to be given pursuant to this Agreement shall be in writing and sent by prepaid certified or registered U.S. mail, Return Receipt Requested, or by reputable overnight courier to the address of the parties below specified or at such other address as may be given by written notice in the manner prescribed by this Section 8. Any such notices shall be deemed delivered when accepted or refused.

Grantor's address for notices shall be as follows:

MS Harrison LLC
Morgan Stanley
1633 Broadway, 33rd Floor
New York, New York 10019

Attn: Mr. James Cullen

The Town's and Village's address for notices shall be as follows:

Town and Village of Harrison
1 Heineman Place
Harrison, New York 10528

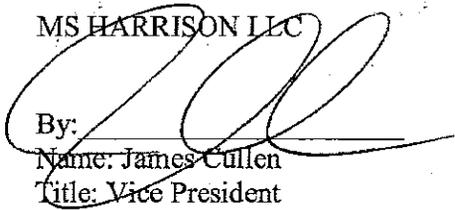
Attn: Town (or Village) Engineer
Town (or Village) Attorney

10. Grantor shall record this Agreement at its own cost and expense in the Office of the Westchester County Clerk, Division of Land Records.

11. This Agreement, the Easement, and all rights hereunder granted shall run with the land and shall be binding upon the successors, legal representatives and assigns of the respective parties and the failure of the parties to enforce any provisions contained herein shall not be deemed a waiver of the right to do so thereafter.
12. This Agreement may be executed in one (1) or more counterparts all of which when taken together shall constitute one and the same Agreement.

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

MS HARRISON LLC

By: 

Name: James Cullen

Title: Vice President

TOWN OF HARRISON

By: _____

Name:

Title:

VILLAGE OF HARRISON

By: _____

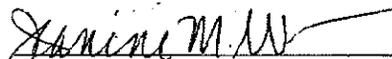
Name:

Title:

ACKNOWLEDGMENT

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

On the 7th day of March in the year 2013 before me, the undersigned, personally appeared **James Cullen**, 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

JEANINE M. WESTON
Notary Public - State of New York
No. 01WE0190164
Qualified in Bronx County
My Commission Expires 1/30/2015

State of New York)
County of)ss.:

On the _____ day of March in the year 2013 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

State of New York)
County of)ss.:

On the _____ day of February in the year 2013 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

Record and Return to:
*Law Department
Town of Harrison
Village of Harrison
Alfred F. Sulla, Jr. Municipal Building
1 Heineman Place
Harrison, New York 10528*



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

Recording office time stamp

PREP

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

Schedule A — Information relating to conveyance

Grantor/Transferor		Name (if individual: last, first, middle initial)	Social security number	
<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input checked="" type="checkbox"/> Other	MS HARRISON LLC	Pending/Not Applicable	
<input type="checkbox"/> Corporation		Mailing address	Social security number	
<input type="checkbox"/> Partnership		1633 BROADWAY 33RD FLOOR		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input checked="" type="checkbox"/> Other		NEW YORK	NY	10019
			Federal employer ident. number	
Grantee/Transferee		Name (if individual: last, first, middle initial)	Social security number	
<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Estate/Trust <input type="checkbox"/> Other	TOWN OF HARRISON		
<input checked="" type="checkbox"/> Corporation		Mailing address	Social security number	
<input type="checkbox"/> Partnership		1 HEINEMAN PLACE		
<input type="checkbox"/> Estate/Trust		City	State	ZIP code
<input type="checkbox"/> Other		HARRISON	NY	10528
			Federal employer ident. number	
			Pending/Not Applicable	

Location and description of property conveyed

Tax map designation			Address	City/village	Town	County
Section	Block	Lot				
000	0625	1	2000 WESTCHESTER AVENUE		HARRISON	Westchester

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Type of property conveyed (check applicable box)

1 <input type="checkbox"/> One- to three-family house	5 <input type="checkbox"/> Commercial/Industrial	Date of conveyance <table border="1" style="display: inline-table;"><tr><td>2</td><td>26</td><td>2013</td></tr><tr><td>month</td><td>day</td><td>year</td></tr></table>	2	26	2013	month	day	year	Percentage of real property conveyed which is residential real property <u>0.00</u> % <i>(see instructions)</i>
2	26		2013						
month	day	year							
2 <input type="checkbox"/> Residential cooperative	6 <input type="checkbox"/> Apartment building								
3 <input type="checkbox"/> Residential condominium	7 <input checked="" type="checkbox"/> Office building								
4 <input type="checkbox"/> Vacant land	8 <input type="checkbox"/> Other								

Condition of conveyance (check all that apply)

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

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

MAINTENANCE AGREEMENT

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

Part I — Computation of tax due

1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, check the exemption claimed box, enter consideration and proceed to Part III) <input type="checkbox"/> Exemption claimed	1.	0.00
2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)	2.	0.00
3 Taxable consideration (subtract line 2 from line 1)	3.	0.00
4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3	4.	0.00
5 Amount of credit claimed (see instructions and attach Form TP-584.1, Schedule G)	5.	0.00
6 Total tax due* (subtract line 5 from line 4)	6.	0.00

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

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

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

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

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

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*Please make check(s) payable to the county clerk where the recording is to take place. If the recording is to take place in New York City, make check(s) payable to the **NYC Department of Finance**. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-5045.

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

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

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

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

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

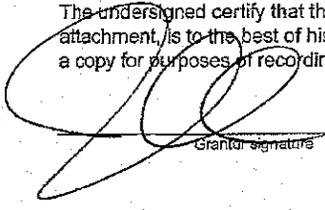
Other (write explanation in the space provided).

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- 3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - A check has been drawn payable for transmission to the credit line mortgagee or his agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
- 4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded or, if the recording is to take place in New York City, make check payable to the NYC Department of Finance.)

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

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


Vice President

Grantor signature _____ Title _____ Grantee signature _____ Title _____

Grantor signature _____ Title _____ Grantee signature _____ Title _____

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

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

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

Part I - New York State residents

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

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

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

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

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

Part II - Nonresidents of New York State

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

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

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

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

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

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

530583709-003

TP584 Addendum (Parent Document Control Number 530583709)

Additional Parties				
Party	Last Name	First Name, MI	SSN/EIN	Address
Grantee	VILLAGE OF HARRISON		Pending/Not Applicable	1 HEINEMAN PLACE , HARRISON, NY 10528