

Term Sheet

For

Purchase of Village Owned Parcel at Croton Point Avenue and Veterans Plaza – TOD Development

Croton-on-Hudson, New York

April 22, 2024

The following is a summary of the principal terms with respect to the above proposed transaction. Such summary of terms is intended solely as a basis for contract negotiations and is not intended to be, and, with the exception of Developer's Submission Right (defined below), does not constitute, a legally binding obligation nor does it represent all terms which will be incorporated into a Purchase and Sale Agreement. Except for Developer's Submission Right, a legally binding obligation will only be made pursuant to a definitive Purchase and Sale Agreement to be negotiated and executed by the parties (the "Contract").

Seller: Village of Croton-on-Hudson ("Village").

Purchaser: WBP Development LLC ("Developer").

Property: (A) Village property at Croton Point Avenue and Veterans Plaza (SBL 79.17-1-5) consisting of approximately 1.224 acres and currently used as a parking lot for the Metro North Railroad ("Site A") and (B) Village property located immediately east of the boundary line of Site A consisting of approximately 11,253 square feet and designated as SBL 79.17-1-3, which property is immediately north of the Adjoining Lot (defined below) ("Site B" and, together with Site A, the "Property").

Project: Developer intends to construct (the "Project") on the Property (together with the Adjoining Lot as defined below) a multi-family Transit Oriented Development that will consist of approximately 55 units (each, a "Unit" and, collectively, the "Units"), subject to vary based on ultimate Unit mix, Unit sizes, market demand and approval process. Developer is also under contract for the privately owned adjacent lot at 1-3 Croton Point Avenue, Croton-on-Hudson, New York (SBL: 79.17-1-4) (the "Adjoining Lot") and it is Developer's intention to merge the Property with the Adjoining Lot to add approximately 40 Units to the Project, subject to vary based on ultimate Unit mix, Unit sizes, market demand and approval process. The Project will be approximately five (5) stories above grade, include amenity space for the residents, and is expected to include parking under the residential building.

The parties agree that at least 20% of the Units will be affordable. For purposes hereof, "Affordable," if the Project is for-sale, means the Units will be available to homeowners at up to 120% AMI and, if the Project is rental, up to 80% AMI. Notwithstanding the foregoing, if adequate funding is available from both New York State, through the Affordable Homeownership Opportunity Program

("AHOP"), and Westchester County, it is the goal of the parties to have the Project consist of homeownership condo units.

The Project will incorporate sustainability features that will be determined by funding sources, specific conditions on the Property and best practices typically employed by the Developer on similar projects. These may include a fully electric building, solar array if feasible and cost effective, low volatile organic compounds (VOC) materials to minimize off-gassing, low flow fixtures, native plantings, a tight building envelope (including high levels of insulation, high performing windows and air sealing) and LED lighting.

The Project will be constructed substantially in accordance with the quality and style presented to the Village as part of the Developer's November 15, 2023 response to Village's July 24, 2023 RFW and Developer's interview on March 6, 2024.

Developer may submit the Project to New York State's Brownfield Cleanup Program ("**BCP**"), if eligible.

Purchase Price: \$2,300,000.

Deposit: Developer will make an Initial Deposit in escrow of \$100,000 paid on signing; and an Additional Deposit in escrow of \$100,000 (collectively, the "**Deposit**") paid on receipt of final, unappealable Project Approvals. "**Project Approvals**" means all approvals and entitlements from governmental authorities required, or which may be required, for the Project including site plan, special permit, and SEQRA, but excluding a building permit. If the Developer elects to extend the Outside Contingency Date (as defined below), Developer will deposit in escrow an additional \$100,000 which shall thereupon be deemed part of the Deposit.

Due Diligence Period: Ninety (90) days after execution of the Contract (the "**Due Diligence Period**"), during which time Developer may investigate the Property. Village will permit Developer access to the Property to perform due diligence inclusive of land use and zoning, appraisal, geotechnical, soil borings, environmental (Phase I and Phase II) and engineering analyses, title, survey, etc. and will cooperate with Developer to provide all existing information in Village's possession or reasonable control reasonably requested by Developer and relevant to the ownership and operation of the Property. The Contract will include customary indemnification and insurance provisions for Developer's access to the Property during the Due Diligence Period. Developer may cancel the Contract for any reason during the Due Diligence Period and receive a refund of the Initial Deposit. If Developer cancel's the Contract during the Due Diligence Period, Developer shall deliver to Village all third-party prepared diligence reports, title materials, surveys, and engineering and architectural drawings procured by Developer.

Closing: Closing will occur one hundred eighty (180) days after the later of Developer's receipt of final, unappealable Project Approvals and the date when Developer's affordable housing funding sources provide commitments for the acquisition

and construction of the Project (“**Financing Commitments**”), but in either case in no event later than three (3) years after the date of the Contract (the “Outside Closing Date”). Village agrees that Developer can submit for the Project Approvals while the Contract is being negotiated (“**Developer’s Submission Right**”). If Developer exercises its right to extend the Outside Contingency Date for an additional year, the Outside Closing Date shall be extended for a corresponding period.

Title: Marketable and insurable, subject to the easements to MTA/MNR as set forth in the RFP and any other easements and restrictions of record as of the effective date of the Contract, provided same do not prevent construction of the Project, and further subject to the existing lease covering Site B.

Condition of Property: Subject to Developer’s satisfactory completion of its due diligence, Developer will accept the Property “as is”.

Assignment: The Contract may be assigned to an affiliate of Developer.

Representations: The Contract shall contain customary real estate contract provisions, covenants, representations, warranties and remedies.

Brokerage: Both parties represent that they have not dealt with any broker in connection with the sale of the Property.

Project Labor Agreement: A requirement that Developer shall enter into a project labor agreement with the Building and Construction Trades Council will be included in the Contract.

Covenant to Construct: The Contract will include a covenant by Developer to construct the Project within the timeframes established in the Contract.

Construction Timing: Developer shall make application for a Building Permit within 90 days of receipt of unappealable Project Approvals and Financing Commitments. Construction shall commence within 60 days following issuance of Building Permits for the Project, and should proceed diligently without suspension until completion, subject to Force Majeure. The parties will agree to a phasing plan for environmental cleanup if any and construction.

Consultant Fees: Developer shall pay typical escrow for fees for Village Consultants in relation to the Approval process, and in addition to cover the Village’s Attorney’s fees for the negotiation of the Contract and closing of the Sale. All reimbursable fees shall be at the Village’s regular municipal rates.

Contingencies: The Contract shall provide that Developer’s obligation to close shall be contingent upon Developer obtaining final, unappealable Project Approvals and Financing Commitments not later than two and one-half years after the effective date of the Contract (the “Outside Contingency Date”). If Developer has not received final, unappealable Project Approvals and Financing Commitments by the Outside Contingency Date, Developer shall have the right

to extend the Outside Contingency Date for an additional year. If Developer has not received final, unappealable Project Approvals and Financing Commitments by the Outside Contingency Date as the same may be extended as above-provided, Developer shall have the right to terminate the Contract, in which event the Deposit shall be returned to Developer.

Recreation Fees:

Recreation Fees will be waived for any Affordable Units. If the Project is fully Affordable no Recreation Fees will be assessed.