THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 493

Resolution approving with modifications the decision of the City Planning Commission on ULURP No. C 140323 (A) ZSQ (L.U. No. 126), for the grant of special permit pursuant to Section 74-743(a)(1) - to allow the distribution of total allowable floor area under the applicable district regulations without regard for zoning lot lines; Section 74-743(a)(2) - to modify the minimum distance between building requirements of Section 23-711 (Standard minimum distance between buildings), and to allow the location of buildings without regard to the yard requirements of Section 23-47 (Minimum required rear yards) and the court requirements of Section 23-85 (Inner court regulations); and Section 74-743(a)(6) - to modify the requirements of Section 23-86 (Minimum distance between legally required windows and walls or lot lines); in connection with a proposed mixed use development on property generally bounded by a line 280 feet southeasterly of 3rd Street, the U.S. Pierhead and Bulkhead Line, 9th Street, and 27th Avenue (Block 906, Lots 1 and 5; Block 907, p/o Lots 1 and 8; Block 908, Lot 12; Block 909, Lot 35; portions of land underwater adjacent to Blocks 907 and 906) in the proposed R7-3/C2-4, R7A/C2-4, R6B and R6 Districts, within a large-scale general development, within the Halletts Point Peninsula, Borough of Queens.

By Council Members Greenfield and Weprin

WHEREAS, the City Planning Commission filed with the Council on September 29, 2014 its decision dated September 29, 2014 (the "Decision"), on the application submitted by 2030 Astoria Developers, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit pursuant to the following sections of the Zoning Resolution:

1. Section 74-743(a)(1) - to allow the distribution of total allowable floor area under the applicable district regulations without regard for zoning lot lines;

2. Section 74-743(a)(2) - to modify the minimum distance between building requirements of Section 23-711 (Standard minimum distance between buildings), and to allow the location of buildings without regard to the yard requirements of Section 23-47 (Minimum required rear yards) and the court requirements of Section 23-85 (Inner court regulations); and

3. Section 74-743(a)(6) - to modify the requirements of Section 23-86 (Minimum distance between legally required windows and walls or lot lines);

in connection with a proposed mixed use development on property generally bounded by a line 280 feet southeasterly of 3rd Street, the U.S. Pierhead and Bulkhead Line, 9th Street, and 27th Avenue (Block 906, Lots 1 and 5; Block 907, p/o Lots 1 and 8; Block 908, Lot 12; Block 909, Lot 35;

portions of land underwater adjacent to Blocks 907 and 906) in the proposed R7-3/C2-4, R7A/C2-4, R6B and R6 Districts, within a large-scale general development, within the Halletts Point Peninsula (ULURP No. C 140323 (A) ZSQ), Community District 1, Borough of Queens (the "Application");

WHEREAS, the application is related to Applications C 140324 (A) ZSQ (L.U. 127), a special permit, pursuant to Section 62-836, to permit bulk modifications within waterfront blocks; C 140322 ZMQ (L.U. No. 128), an amendment to the Zoning Map, Section No. 9a, changing from an M1-1 District to an R7-3 District with a C2-4 overlay; changing from an R6 District to an R7A District with a C2-4 overlay; and changing from an R6 District to an R6B District; N 140329 (A) ZRQ (L.U. No. 129), an amendment of the Zoning Resolution of the City of New York, modifying Article II Chapter 3 and Appendix F, relating to Inclusionary Housing and modifying Article VII, Chapter 4, relating to Large-Scale General Development; N 140325 ZAQ (L.U. No. 130), an authorization by the City Planning Commission, pursuant to Section 62-822(a), to permit area and dimension modifications for a waterfront public access area and visual corridors within a large-scale general development; and C 130384 MMQ (L.U. No. 131), an amendment to the City Map to (a) establish 4th Street between 26th Avenue to the edge of the proposed waterfront esplanade and; (b) eliminate 8th Street from 27th Avenue to the U.S. Pierhead and Bulkhead Line;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(3) of the City Charter;

WHEREAS, the City Planning Commission has made the findings required pursuant to Section 74-743 of the Zoning Resolution of the City of New York;

WHEREAS, upon due notice, the Council held a public hearing on the Decision and Application on October 20, 2014;

WHEREAS, the Council has considered the land use implications and other policy issues relating to the Decision and Application; and

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS") (CEQR No. 13DCP127Q), for which a Notice of Completion was issued on September 19, 2014, as adjusted by the subsequent CEQR Technical Memoranda dated September 26, 2014 and November 14, 2014 (collectively, the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and

Application, the Council finds that:

(1) The FEIS and the Technical Memoranda meets the requirements of 6 N.Y.C.R.R. Part 617;

(2) From among the reasonable alternatives thereto, action to be approved, with the modifications set forth herein and in the Technical Memoranda (the "Modified Proposed Action"), is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable;

(3) The adverse environmental impacts of the Modified Proposed Action will be minimized or avoided to the maximum extent practicable by requiring as conditions to the approval, pursuant to the Restrictive Declaration marked as Exhibit A to the CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014**, those mitigation measures that were identified as practical; and

(4) The Decision along with the FEIS and the Technical Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Sections 197-d and 200 of the City Charter and on the basis of the Decision and Application, and based on the environmental determination and consideration described in this report, C 140323 (A) ZSQ, incorporated by reference herein, the Council approves the Decision, with the following modifications and subject to the following conditions:

Matter in ~~strikethrough~~ is old, deleted by the Council;
Matter in **bold underline** is new, added by the Council.

1. The property that is the subject of this application (C 140323 (A) ZSQ) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications and zoning computations indicated on the following plans, prepared by STUDIO V Architects, PLLC and WORKSHOP: Ken Smith Landscape Architect, filed with this application and incorporated in this resolution:

Drawing No.	Title	Last Date Revised
Z-102.A	Zoning Analysis	07/07/2014

Z-102.B	Zoning Analysis	09/22/2014
Z-103.00	Site Plan	07/07/2014
Z-200.00	Building 1 Site Plan & Base Plan Calculations	07/07/2014
Z-201.00	Building 1 Height & Setback Diagram	07/07/2014
Z-210.00	Building 2 Site Plan & Base Plan Calculations	09/22/2014
Z-211.00	Building 2 Height & Setback Diagram	07/07/2014
Z-220.00	Building 3 Site Plan & Base Plan Calculations	07/07/2014
Z-221.00	Building 3 Height & Setback Diagram	07/07/2014
Z-230.00	Building 4 Site Plan & Base Plan Calculations	09/22/2014
Z-231.00	Building 4 Height & Setback Diagram	09/22/2014
Z-240.00	Building 5 & School Site Plan & Base Plan Calculations	09/22/2014
Z-241.00	Building 5 & School Height & Setback Diagram	09/22/2014
Z-500.00	Overall Phasing Plan	07/07/2014
Z-501.00	Phasing Plan Phase 1	~~07/07/2014~~ **11/12/2014**
Z-502.00	Phasing Plan Phase 2	~~07/07/2014~~ **11/12/2014**
Z-503.00	Phasing Plan Phase 3	~~07/07/2014~~ **11/12/2014**
Z-504.00	Phasing Plan Phase 4	~~07/07/2014~~ **11/12/2014**
L-100.00	Waterfront Public Access Area Plan	07/07/2014
L-110.00	Zoning Calculations 1	07/07/2014
L-111.00	Zoning Calculations 2	07/07/2014
L-112.00	Zoning Calculations 3	07/07/2014
L-300.00	Overall Site Plan	07/07/2014
L-310.00	Dimension Plan North	07/07/2014
L-311.00	Dimension Plan South	07/07/2014

L-320.00	Materials Plan North	07/07/2014
L-321.00	Materials Plan South	07/07/2014
L-330.00	Grading Plan North	07/07/2014
L-331.00	Grading Plan South	07/07/2014
L-340.00	Seating Plan North	07/07/2014
L-341.00	Seating Plan South	07/07/2014
L-350.00	Furnishings Plan North	07/07/2014
L-351.00	Furnishings Plan South	07/07/2014
L-360.00	Planting Plan North	07/07/2014
L-361.00	Planting Plan South	07/07/2014
L-400.00	Landscape Sections	07/07/2014
L-401.00	Landscape Sections	07/07/2014
L-402.00	Landscape Sections	07/07/2014
L-500.00	Landscape Details Paving	07/07/2014
L-501.00	Landscape Details, Curbs, Stairs, Walls	07/07/2014
L-502.00	Landscape Details, Curbs, Stairs, Walls	07/07/2014
L-503.00	Landscape Details Fence & Gate Details	07/07/2014
L-510.00	Landscape Details Site Furnishings	07/07/2014
L-511.00	Landscape Details Site Furnishings	07/07/2014
L-512.00	Landscape Details Play Equipment	07/07/2014
L-513.00	Landscape Details Play Equipment	07/07/2014
L-514.00	Landscape Details Play Equipment	07/07/2014
L-515.00	Landscape Details Signage	07/07/2014
L-520.00	Landscape Details Planting	07/07/2014

LT-100.00	Lighting Plan North	07/07/2014
LT-101.00	Lighting Plan South	07/07/2014
LT-110.00	Photometric Plan North	07/07/2014
LT-111.00	Photometric Plan South	07/07/2014
LT-200.00	Lighting Fixture Details	07/07/2014
LT-201.00	Lighting Fixture Details	07/07/2014
LT-202.00	Lighting Fixture Details	07/07/2014
LT-400.00	Lighting Section	07/07/2014
LT-401.00	Lighting Section	07/07/2014
LT-402.00	Lighting Section	07/07/2014

2. Such development shall conform to all applicable provisions of the Zoning Resolution, except for the modifications specifically granted in this resolution and shown on the plans listed above which have been filed with this application. All zoning computations are subject to verification and approval by the New York City Department of Buildings.

3. Such development shall conform to all applicable laws and regulations relating to its construction, operation and maintenance.

4. All leases, subleases, or other agreements for use or occupancy of space at the subject property shall give actual notice of this special permit to the lessee, sublessee or occupant.

5. Development pursuant to this resolution shall be allowed only after the attached Restrictive Declaration attached as Exhibit A to CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014,** subject to administrative and technical changes acceptable to Counsel to the Department, is executed by 2030 Astoria Developers, LLC or its successors, and such declaration shall have been recorded and filed in the Office of the Register of the City of New York, County of Queens.

6. Such development shall conform to the procedures and requirements for determining the amount of publicly-subsidized affordable housing that may be counted toward the Inclusionary Housing requirement, as delineated in the above-mentioned Restrictive Declaration, **as modified by the New York City Council as of November 12, 2014**.

7. Upon the failure of any party having any right, title or interest in the property that is the subject of this application, or the failure of any heir, successor, assign, or legal representative of such party, to observe any of the covenants, restrictions, agreements, terms or conditions of this resolution whose provisions shall constitute conditions of the special permit hereby granted, the City Planning Commission may, without the consent of any other party, revoke any portion of or all of said special permit. Such power of revocation shall be in addition to and not limited to any other powers of the City Planning Commission, or of any other agency of government, or any private person or entity. Any such failure as stated above, or any alteration in the development that is the subject of this application that departs from any of the conditions listed above, is grounds for the City Planning Commission or the City Council, as applicable, to disapprove any application for modification, cancellation or amendment of the special permit hereby granted.

8. Neither the City of New York nor its employees or agents shall have any liability for money damages by reason of the city's or such employee's or agents failure to act in accordance with the provisions of this special permit.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 25, 2014, on file in this office.

.....
City Clerk, Clerk of The Council

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RESTRICTIVE DECLARATION

THIS DECLARATION (this "**Declaration**"), made as of the 24th day of November, 2014 by 2030 Astoria Developers LLC, a Delaware limited liability company, and Top Cove Associates, Inc., a New York corporation, both having an address at 31-10 37th Avenue, Suite 500, Long Island City, New York 11101 (the "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner for certain real property located in the Borough of Queens, Queens County, City and State of New York, designated for real property tax purposes as Tax Block 906, Lots 1 and 5 and Tax Block 907, Lots 1 and 8 (collectively the "**Waterfront Zoning Lot**"); Tax Block 908, Lot 12 and Tax Block 909, Lot 35 (collectively the "**Upland Zoning Lot**") on the Tax Map of the City of New York, which Waterfront Zoning Lot is more particularly described on **Exhibit A** annexed hereto and made a part hereof and Upland Zoning Lot is more particularly described on **Exhibit B** annexed hereto and made a part hereof;

WHEREAS, the Declarant executed and recorded Declarations of Zoning Lot Restrictions (the "**Zoning Lot Declarations**"), as defined in Section 12-10 of the Zoning Resolution (hereinafter defined), in order to create two zoning lots as follows: (a) the Waterfront Zoning Lot and (b) the Upland Zoning Lot, each as more particularly described on the Development Plans (hereinafter defined) (collectively the "**Subject Property**");

WHEREAS, Declarant has proposed to improve the Subject Property as a large-scale general development pursuant to the requirements for a large-scale general development as defined in Section 12-10 of the Zoning Resolution in effect on the Effective Date (hereinafter defined), in accordance with the Development Plans, Development Phasing Plans and Public Access Area (PAA) Plans (as hereinafter defined) (such proposed improvement of the Subject Property hereinafter sometimes referred to as the "**Large-Scale Development**");

WHEREAS, the Large-Scale Development will be composed of the five new building parcels ("**Building Parcels**") located on the Subject Property, which will be comprised of buildings or building segments proposed to be developed pursuant to the Large-Scale Development;

WHEREAS, the five Building Parcels comprising the Large-Scale Development are distributed in the following manner: three Building Parcels will be located on the Waterfront Zoning Lot and two Building Parcels will be located on the Upland Zoning Lot;

WHEREAS, Declarant intends to develop the Subject Property by constructing (a) on the Waterfront Zoning Lot three new predominantly residential buildings on Building Parcel 1 through Building Parcel 3 (hereinafter defined), (b) on the Upland Zoning Lot one new predominantly residential building on Building Parcel 4 and new mixed-use residential and community facility buildings on Building Parcel 5 (hereinafter defined), (c) the WPAA (as hereinafter defined, and (d) the PAA (as hereinafter defined) (together, the development on the

Zoning Map 9a (the "**Rezoning**"), including (i) that the Waterfront Zoning Lot be rezoned from M1-1 to R7-3 with a C2-4 commercial overlay, (ii) that portions of the Upland Zoning Lot be rezoned from R6 to R7A with a C2-4 commercial overlay, and (iii) that portions of the Upland Zoning Lot be rezoned from R6 to R6B; (b) the redevelopment of the Subject Property in accordance with (i) a special permit pursuant to Section 74-743 of the Zoning Resolution (the "**Large-Scale Special Permit**"); (ii) a special permit pursuant to Section 62-836 of the Zoning Resolution (the "**Waterfront Special Permit**") (both special permits hereinafter referred to collectively as the "**Special Permits**"), (iii) a certification of the Chair of the City Planning Commission in accordance with Sections 62-811(b) of the Zoning Resolution (the "**Certification**") and (iv) authorizations of the Commission (hereinafter defined) in accordance with Sections 62-822(a), (b), and (c) of the Zoning Resolution to modify requirements of the waterfront public access areas and visual corridors and for phased development of the waterfront public access area (collectively, the "**Authorizations**"); (c) amendment to the text of Section 23-952 and Appendix F of the Zoning Resolution (the "**Zoning Text Amendment**"); and (d) certain amendments to the City Map (collectively, the "**City Map Change**") to (i) eliminate, discontinue and close 8th Street between 27th Avenue and the U.S. Bulkhead and Pierhead line, and (ii) establish 4th Street between 26th Avenue and the PAA (all of the foregoing, as may be amended, supplemented or otherwise modified, collectively, the "**Applications**");

WHEREAS, this Declaration is entered into (a) pursuant to Section 74-743(b)(10) of the Zoning Resolution, which requires that a declaration, with regard to the ownership requirements, as set forth in paragraph (b) of the definition of "Large-scale general development" in Section 12-10 of the Zoning Resolution, be filed with the Commission and set forth the commitments related to public access areas provided in relation to the Large-Scale Special Permit, (b) pursuant to Section 62-74 of the Zoning Resolution to set forth the agreement of Declarant to (i) implement the WPAA Obligation (hereinafter defined) as set forth herein, (ii) guarantee perpetual public access upon WPAA, and (iii) assume responsibility to maintain, operate and repair the WPAA, upon substantial completion thereof; and (c) to set forth the agreement of Declarant to implement the FEIS Obligations (hereinafter defined) specifically assigned to each respective Declarant by the terms of this Declaration;

WHEREAS, To ensure that the development of the Subject Property is consistent with the analysis in the Final Environmental Impact Statement issued for City Environmental Quality Review Application No. 13DCP127Q (the "**FEIS**") pursuant to Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY § 5-01 et seq. ("**CEQR**") and the State Environmental Quality Review Act, New York State Environmental Conservation Law § 8-0101 et seq. and the regulations promulgated thereunder at 6 NYCRR Part 617 ("**SEQRA**") and incorporates certain (i) requirements for mitigation of significant adverse environmental impacts ("**Mitigation Measures**") and (ii) certain project components related to the environment which were material to the analysis of environmental impacts in the FEIS ("**PCREs**"), Declarant has agreed to restrict the development, operation, use and maintenance of the Subject Property in certain respects, which restrictions are set forth in this Declaration;

WHEREAS, Declarant desires to restrict the manner in which the Subject Property may be developed, redeveloped, maintained and operated now and in the future, and intends these

"**Approvals**" shall mean all the actions approved by the Commission or the Chair relating to the Subject Property.

"**As-of-Right Development**" shall have the meaning set forth in Article II of this Declaration.

"**Association**" shall have the meaning set forth in Section 12.01(a) of this Declaration.

"**Association Members**" shall have the meaning set forth on Section 12.04 of this Declaration.

"**Association Obligation Date**" shall have the meaning set forth in Section 12.01(b) of this Declaration.

"**Attorney General**" shall mean the Attorney General of the State of New York.

"**Authorizations**" shall have the meaning set forth in the Recitals to this Declaration.

"**Buildings Department**" shall mean the Department of Buildings of the City of New York, or any successor to its jurisdiction.

"**Building 1**" shall mean that New Building located on Building Parcel 1.

"**Building 2**" shall mean that New Building located on Building Parcel 2.

"**Building 3**" shall mean that New Building located on Building Parcel 3.

"**Building 4**" shall mean that New Building located on Building Parcel 4.

"**Building 5**" shall mean that New Building, composed of the Residential Segment and Public School Segment, located on Building Parcel 5.

"**Building Permit**" shall mean the issuance of a permit by the Buildings Department whether in the form of (i) an excavation permit, authorizing excavations, including those made for the purposes of removing earth, sand, gravel, or other material from the Subject Property; (ii) a foundation permit, authorizing foundation work at the Subject Property; (iii) a demolition permit, authorizing the dismantling, razing or removal of a building or structure, including the removal of structural members, floors, interior bearing walls and/or exterior walls or portions thereof, except for a demolition or alteration permit obtained solely for the purpose of responding to an Order of the Commissioner of the Department of Buildings to remedy an immediately hazardous condition; (iv) a New Building Permit (as herein defined) or (v) any other permit normally associated with the development of a New Building, excluding interior conversions, plumbing, boiler or incidental work.

"**Building Parcel**" shall have the meaning set forth in the Recitals to this Declaration.

"**Construction Air Emissions Reduction Plan**" shall have the meaning set forth in Section 5.01(a)(i) of this Declaration

"**Corporation Counsel**" shall mean the Corporation Counsel of the City of New York, or any successor to his or her jurisdiction.

"**Crescent Drive**" shall mean the private street shown on the PAA plans as "Crescent Drive," connecting 4th Street and 9th Street.

"**Cure Period**" shall have the meaning set forth in Section 5.12(f) of this Declaration.

"**CPI**" shall mean the price index now known as the "U.S. Department of Labor Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers (CPI-U)" for the New York Metropolitan Area, or any successor to such index, appropriately adjusted, or if no such index or successor index shall be published, such similar index, appropriately adjusted, as shall reasonably be designated by Declarant.

"**Declarant**" shall mean the named Declarant and his/her heirs, successors and assigns, except that Declarant shall not include (i) the holder of a mortgage or deed of trust encumbering all or any portion of the Subject Property, unless and until it succeeds to the interest or obligation of Declarant by purchase, assignment, foreclosure, deed-in-lieu of foreclosure, or otherwise.

"**Declaration**" shall mean this Declaration, as same may be amended or modified from time to time in accordance with its provisions.

"**DCP**" or "**Department**" shall mean the New York City Department of City Planning or any successor to its jurisdiction.

"**Delay Notice**" shall have the meaning set forth in Section 6.01(a) of this Declaration.

"**Development Phase(s)**" shall mean individually or collectively, the phases of the Development, including the "**Phase 1 Development**," "**Phase 2 Development**," "**Phase 3 Development**" and "**Phase 4 Development**," as more particularly described in Article III hereof.

"**Development Phasing Plans**" shall mean individually or collectively, Phase 1 Development Phasing Plan, Phase 2 Development Phasing Plan, Phase 3 Development Phasing Plan, and Phase 4 Development Phasing Plan, listed in Article III hereof, as approved pursuant to the Approvals, reduced-sized copies of which are attached as **Exhibit E** to this Declaration, and made a part hereof, which set forth the sequence of improvements to the Subject Property to be completed at the conclusion of each Development Phase, as more particularly described in Article III hereof

"**Development Plans**" shall mean the drawings for the Development, prepared by Studio V Architects, as approved pursuant to the Approvals, reduced-size copies of which are attached as **Exhibit F** to this Declaration, and made a part hereof, as more particularly described in Article II hereof.

"**Final Completion**" or "**Finally Complete**" shall mean the completion of all relevant items of work, including any punch list or other items that remained to be completed after Substantial Completion.

"**Floor Area**" shall have the meaning set forth in Section 12-10 of the Zoning Resolution on the Effective Date of this Declaration.

"**Force Majeure Event**" shall mean an occurrence, or occurrences, beyond the reasonable control of Declarant which cause delay in the performance of Obligations under this Declaration, provided Declarant has taken all reasonable steps reasonably necessary to control or minimize such delay, and which occurrences shall include, but not be limited to, (i) any strike, lockout or labor dispute; (ii) inability to obtain labor or materials or reasonable substitutes therefor; (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any Government Authority; (v) any undue material delay of any work or processing and/or issuance of approvals of any applications or agreements or other actions required in order to permit Declarant to carry their Obligations pursuant to this Declaration by any Government Authority, provided that such delay is not caused by any act or omission of the Declarant; (vi) any enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) any fire or other casualty; (viii) a taking of the whole or any portion of the Subject Property by condemnation or eminent domain; (ix) extreme weather; (x) unforeseen underground or soil conditions that were not and could not reasonably have been foreseen by the Declarant prior to their discovery or occurrence; (xi) denial to Declarant, or the Association, as applicable, by any party, of a right of access to any adjoining real property which right is vested in Declarant, or the Association, as the case may be, by contract or pursuant to applicable law, if such access is required to accomplish the Obligations of Declarant, or the Association, as applicable, pursuant to this Declaration; (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; or (xiii) order of any court of competent jurisdiction which prohibit, or the pendency of a litigation or similar proceedings relating to the Applications or to the underlying sections of the Zoning Resolution which has the effect of prohibiting Declarant from performing its obligations hereunder. The time to perform any Obligation under this Declaration may be extended as a result of a Force Majeure Event only pursuant to a Chair determination that the Force Majeure Event exists in accordance with the procedures set forth in Section 6.01 of this Declaration.

"**Fresh Food Store**" shall have the meaning established in Section 63-01 of the Zoning Resolution.

"**Fugitive Dust Control Plan**" shall have the meaning set forth Section 5.01(b) of this Declaration.

"**Governmental Authority**" shall mean any governmental authority (including any Federal, State or City governmental authority or quasi-governmental authority, or any political subdivision of any thereof, or any agency, department, commission, board or instrumentality of any thereof) having jurisdiction over the matter in question.

"**Mortgage**" shall mean a mortgage given as security for a loan in respect of all or any portion of the Subject Property.

"**Mortgagee**" shall mean the holder of a Mortgage.

"**New Building**" shall mean individually or collectively, those buildings proposed to be developed pursuant to the Large-Scale Special Permit as further set forth on the Development Plans, including Building 1, Building 2, Building 3, Building 4, and Building 5.

"**New Building Permit**" shall mean the issuance of a permit by the Buildings Department in the form a "New Building" Job type authorizing construction of a New Building.

"**New Cure Period**" shall have the meaning set forth in Section 5.12(f) of this Declaration.

"**New York City Charter**" shall mean the Charter of the City of New York, effective as of January 1, 1990, as amended from time to time.

"**Obligation(s)**" shall mean any requirement(s) imposed by this Declaration and the M&O Agreement, including, without limitation, any FEIS Obligation whether or not specifically incorporated herein, any PAA Obligation, and any WPAA Obligation.

"**PAA**" shall have the meaning set forth in the Recitals to this Declaration.

"**PAA Notice of Substantial Completion**" shall have the meaning set forth in Section 4.01(d) of this Declaration.

"**PAA Notice of Final Completion**" shall have the meaning set forth in Section 4.02(b) of this Declaration.

"**PAA Obligation**" shall mean the obligation of Declarant to provide the PAA, or portions thereof, as set forth in each PAA Phase required in connection with a Development Phase, as set forth in this Declaration.

"**PAA Phase(s)**" shall mean, individually or collectively, PAA Phase 1, PAA Phase 2, PAA Phase 3, and PAA Phase 4. "**PAA Phase 1**" shall mean the PAA shown on the Development Plans and PAA Plans as delineated on the Phase 1 Development Phasing Plan required to be provided in connection with Phase 1 Development. "**PAA Phase 2**" shall mean the WPAA and PAA shown on the Development Plans and PAA Plans as delineated on the Phase 2 Development Phasing Plan required to be provided in connection with Phase 2 Development. "**PAA Phase 3**" shall mean the WPAA and PAA shown on the Development Plans and PAA Plans as delineated on the Phase 3 Development Phasing Plan required to be provided in connection with Phase 3 Development. "**PAA Phase 4**" shall mean the WPAA shown on the Development Plans and PAA Plans as delineated on Phase 4 Development Phasing Plan required to be provided in connection with Phase 4 Development.

improvements to the Subject Property more particularly delineated on the Phase 4 Development Phasing Plan.

"**Phase 1 Development Phasing Plan**" shall mean the drawing numbered Z-501.00 of the Development Phasing Plans listed in Article III hereof, prepared by Studio V Architects, as approved pursuant to the Approvals, reduced-sized copies of which are attached as **Exhibit E** to this Declaration, and made a part hereof, setting forth the improvements to the Subject Property to be completed at the conclusion of Phase 1 Development.

"**Phase 2 Development Phasing Plan**" shall mean the drawing numbered Z-502.00 of the Development Phasing Plans listed in Article III hereof, prepared by Studio V Architects, as approved pursuant to the Approvals, reduced-sized copies of which are attached as **Exhibit E** to this Declaration, and made a part hereof, setting forth the improvements to the Subject Property to be completed at the conclusion of Phase 2 Development.

"**Phase 3 Development Phasing Plan**" shall mean the drawing numbered Z-503.00 of the Development Phasing Plans listed in Article III hereof, prepared by Studio V Architects, as approved pursuant to the Approvals, reduced-sized copies of which are attached as **Exhibit E** to this Declaration, and made a part hereof, setting forth the improvements to the Subject Property to be completed at the conclusion of Phase 3 Development.

"**Phase 4 Development Phasing Plan**" shall mean the drawing numbered Z-504.00 of the Development Phasing Plans listed in Article III hereof, prepared by Studio V Architects, as approved pursuant to the Approvals, reduced-sized copies of which are attached as **Exhibit E** to this Declaration, and made a part hereof, setting forth the improvements to the Subject Property to be completed at the conclusion of Phase 4 Development.

"**Possessory Interest**" shall have the meaning set forth in Section 12.07(d) of this Declaration.

"**Proposed Cure Period**" shall have the meaning set forth in Section 5.12(f) of this Declaration.

"**Proposed Development**" shall have the meaning set forth in the Recitals to this Declaration.

"**Public Access Area**" or "**PAA**" shall have the meaning set forth in the Recitals to this Declaration.

"**Public Access Guarantee**" shall have the meaning set forth in Section 7.09 of this Declaration.

"**Publicly Funded Affordable Housing**" shall mean Affordable Floor Area that is developed utilizing Public Funding

"**TCO**" shall mean a Temporary Certificate of Occupancy issued by the Buildings Department.

"**Unit Interested Party**" shall mean any and all of the following: all owners, lessees, and occupants of any individual residential or commercial condominium unit, and all holders of a mortgage or other lien encumbering any such residential or commercial condominium unit.

"**Unit Owner(s)**" shall have the meaning set forth in Section 12.07(a) of this Declaration.

"**Upland Connection(s)**" shall mean, individually and collectively, the areas labeled "Upland Connection" on the PAA Plans.

"**Upland Zoning Lot**" shall have the meaning set forth in the Recitals to this Declaration.

"**Waterfront Public Access Areas**" or "**WPAA**" shall have the meaning set forth in the Recitals to this Declaration.

"**WPAA Notice of Substantial Completion**" shall mean the WPAA Notice of Substantial Completion issued by DPR pursuant to the provisions of Section 2.02 of the M&O Agreement.

"**WPAA Notice of Final Completion**" shall mean a Notice of Final Completion issued by DPR pursuant to the provisions of Section 2.02 of the M&O Agreement.

"**Waterfront Zoning Lot**" shall have the meaning set forth in the Recitals to this Declaration.

"**WPAA Obligation**" shall mean the obligation of Declarant to provide the WPAA, or portions thereof, as set forth in each PAA Phase required in connection with a Development Phase, as set forth in this Declaration.

"**WPAA Work**" shall mean the work necessary to provide the WPAA, or portion thereof, of each PAA Phase required in connection with a Development Phase in accordance with all Legal Requirements and the provisions of this Declaration.

"**Zoning Resolution**" shall mean the Zoning Resolution of the City of New York, effective December 15, 1961, as thereafter amended from time to time.

"**Zoning Text Amendments**" shall have the meaning set forth in the Recitals to this Declaration.

Certain additional terms are defined in the Sections in which they first appear or to which they most closely pertain.

Number	Title	Last Revised Date
Z-102.B	Zoning Analysis	09/22/2014
Z-103.00	Site Plan	07/07/2014
Z-200.00	Building 1 Site Plan & Base Plane Calculations	07/07/2014
Z-201.00	Building 1 Height & Setback Diagram	07/07/2014
Z-210.00	Building 2 Site Plan & Base Plane Calculations	09/22/2014
Z-211.00	Building 2 Height & Setback Diagram	07/07/2014
Z-220.00	Building 3 Site Plan & Base Plane Calculations	07/07/2014
Z-221.00	Building 3 Height & Setback Diagram	07/07/2014
Z-230.00	Building 4 Site Plan & Base Plane Calculations	09/22/2014
Z-231.00	Building 4 Height & Setback Diagram	09/22/2014
Z-240.00	Building 5 & School Site Plan & Base Plane Calculations	09/22/2014
Z-241.00	Building 5 & School Height & Setback Diagram	09/22/2014

Housing that may count toward the fulfillment of the Inclusionary Housing Requirement. Declarant shall not submit an Affordable Housing Plan for any Development Phase of the Large-Scale Development to HPD prior to the Chair's certification under this paragraph for such Development Phase.

(e) **As-of-Right Alternative**. In the event that Declarant seeks to develop any portion of the Subject Property other than pursuant to a Large-Scale Special Permit, the Declarant shall not be authorized to develop that portion of the Subject Property except as would be permitted pursuant to the zoning use and bulk regulations applicable to the zoning districts in which the Subject Property is located, subject to the following further restrictions: (i) such development shall comply in all respects with and only to the extent permitted under the zoning regulations existing immediately prior to the date of Final Approval of the Rezoning (the "**Prior Zoning Development**"), or (ii) to the extent such development is not permitted under (i) above, such development has been reviewed and approved by the Commission and drawings with respect thereto, in a form acceptable to the Department, have been incorporated in this Declaration pursuant to the procedures for modification of this Declaration, as set forth in Section 10.03 (the "**As-of-Right Development**").

(f) **Phasing of Development**. Declarant covenants and agrees that subject to the provisions set forth in this Declaration, Declarant shall develop New Buildings, WPAA and PAA improvements on the Subject Property, as set forth in Article III.

(g) **Representation**. Declarant hereby represents and warrants that there is no restriction of record on the development, enlargement, or use of the Subject Property, nor any present or presently existing estate or interest in the Subject Property, nor any existing lien, obligation, covenant, easement, limitation or encumbrance of any kind that shall preclude the

forth in this Declaration that must be adhered to prior to the issuance of Building Permits required in connection with Construction Commencement of each such Development Phase have been met.

(c) The Declarant shall provide the WPAA and PAA set forth in each PAA Phase required in connection with each Development Phase, as more particularly set forth on the PAA Plans prepared by Ken Smith Workshop, annexed hereto as **Exhibit H** and made a part hereof set forth below, each such PAA indicated on said plans with any hatch or tone defined in the legend of said plans as "Public Access Area", "PAA", and each such WPAA indicated on said plans with any hatch or tone defined in the legend of said plans as "Waterfront Public Access Area", or "WPAA":

Number	Title	Last Revised Date
LP-100.00	Overall Phasing Plan	07/07/2014
LP-110.00	Waterfront Phase 1 (Large Scale Phase 2) Development Plan	07/07/2014
LP-111.00	Waterfront Phase 2 (Large Scale Phase 3) Development Plan	07/07/2014
LP-112.00	Waterfront Phase 3 (Large Scale Phase 4) Development Plan	07/07/2014

ARTICLE IV

CERTIFICATES OF OCCUPANCY and BUILDING PERMITS

4.01 Temporary Certificate of Occupancy in Connection with Substantial Completion of a PAA Phase.

(a) Declarant shall not accept a TCO for any New Building set forth in Development Phases 1, 2, 3, and 4 until all of the following conditions have been met with

applicable New Building, no Completion Letter of Credit shall be required for such applicable Finally Complete PAA portion of the PAA Phase; and

(vi) Declarant has filed and the Chair has approved, if such is deemed necessary, an application pursuant to Section 62-811 of the Zoning Resolution, requesting that the Chair certify that any revisions to the PAA Plans comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution.

(vii) Declarant has fulfilled any applicable FEIS Obligations that must be fulfilled prior to the occupancy of such phase of development.

(b) Within ten (10) calendar days after receipt of documentation illustrating satisfaction of the conditions set forth in Section 4.01(a), above, the Chair shall certify in writing to the Buildings Department that Declarant has met the requirements of this Declaration or Section 62-72 of the Zoning Resolution, as applicable, and that a TCO, or as the case may be a PCO, may be applied for by the Declarant for the New Building in the applicable Development Phase.

(c) In the event that pursuant to a Chair certification that a Force Majeure Event exists under the terms of Section 6.01 of this Declaration, Declarant has obtained a TCO prior to completion of the conditions set forth in Section 4.01(a) above, upon cessation of the Force Majeure Event, as the case may be, Declarant shall, as promptly as possible, satisfy the conditions of Section 4.01(a) that were prevented from being satisfied due to the existence of the Force Majeure Event.

(d) **PAA Notice of Substantial Completion**. Declarant shall notify DCP at such time as it believes that a PAA constructed in connection with a PAA Phase which must be completed at the conclusion of a Development Phase is Substantially Complete and shall request that DCP issue a certificate, in the form of **Exhibit I** annexed hereto and made a part hereof (a

(i) DPR has issued a WPAA Notice of Final Completion for the WPAA constructed in connection with such PAA Phase required in connection with such Development Phase, pursuant to the provisions of Section 2.02 of the M&O Agreement;

(ii) DCP has issued a PAA Notice of Final Completion for the PAA constructed in connection with such PAA Phase required in connection with such Development Phase, pursuant to the provisions of Section 4.01(d) of this Declaration;

(b) **PAA Notice of Final Completion**. Declarant shall notify DCP at such time as it believes that a PAA Phase is Finally Complete and shall request that DCP issue a certificate, in the form of **Exhibit J** (a "**PAA Notice of Final Completion**"), to Declarant certifying Final Completion. Not later than twenty (30) calendar days after receipt of such request, DCP shall either issue the PAA Notice of Final Completion or deliver to Declarant a notice specifying in detail the reasons why the applicable PAA Phase is not Finally Complete. If DCP notifies Declarant that such PAA Phase has not been Finally Completed in accordance with the PAA Plans, such notice shall include a detailed statement of the reasons for such non-acceptance in the form of a Punch List. Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DCP of such completion. Not later than twenty (20) calendar days after receipt of such notice, DCP shall either issue the PAA Notice of Final Completion or notify Declarant that it has not completed the Punch List. If DCP fails to provide either of such notices to Declarant within the time periods set forth in this Section, then DCP shall be deemed to have issued a PAA Notice of Final Completion. The issuance of a PAA Notice of Final Completion in accordance with the provisions of this Section 4.02(b) shall be conclusive evidence with respect to Declarant that the PAA has been constructed in accordance with the PAA Plans.

4.03 **Failure to Perform.**

Declarant shall participate in a construction consultation process (the "CPP"), as described below, provided the Queens Borough President, the local Councilmember, and/or Queens Community Board 1 shall hereafter elect to conduct such process. If such a CCP committee (the "**Committee**") is hereafter established, the Declarant shall designate, in writing, an individual to act as a liaison ("**Liaison**") to the Committee before Construction Commencement, and such individual shall be involved with and be knowledgeable about the construction work on the Subject Property. Upon request of the Committee, and beginning at the time of issuance of a Building Permit for a New Building on the Subject Property, the Liaison shall address, on a regular basis, the questions and concerns of the Committee about construction related issues, and shall meet with the committee, upon written request, on no less than a quarterly basis. The Liaison and the Declarant shall work in good faith and promptly with the Committee and others, if necessary, to address such questions and concerns, as appropriate. Declarant's obligations pursuant to this section shall expire upon the issuance of the last TCO for the New Buildings on the Subject Property.

ARTICLE V

FEIS OBLIGATIONS

Declarant shall implement the following FEIS Obligations as part of the Large-Scale General Development Project, in accordance with the FEIS and as further set forth in this Article V for any development of the Subject Property, as such may be modified pursuant to Section 5.10, unless such development is pursuant to the provisions of 2.01(e)(i), or is pursuant to

Air Resources Board, and may include active DPFs, if necessary or other technology proven to achieve equivalent emissions reduction.

(C) *Utilization of Newer Equipment. All nonroad construction equip*ment in the proposed project with a power rating of 50 hp or greater would meet at least the Tier 3 emissions standard. All nonroad engines in the project rates less than 50 hp would meet at least the Tier 2 emissions standard.

(D) *Idle Restriction.* On-site vehicle idle time will be restricted to three minutes for all equipment and vehicles that are not using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or otherwise required for the proper operation of the engine;

(E) *Source Location.* To reduce the resulting concentration increments, stationary equipment would be located at least 50 feet away from nearby sensitive receptors (i.e., residential buildings and publicly accessible open spaces), to the extent practicable and feasible, and at least 30 feet away from sidewalks, to the extent practicable and feasible.

(F) *Diesel Equipment Reduction Measures.* The use of diesel and gasoline engines, including generators, shall be minimized to extent practicable through the use of electric engines operating on grid power. Declarants will apply for grid power connectivity as early as necessary to ensure the availability of grid power connections throughout the Subject Property.

(ii) Declarant shall include enforceable contractual requirements with its contractors (and require the contractors to include enforceable contractual requirements with their subcontractors) to implement the provisions of this Section 5.01(a), with respect to applicable work at the Subject Property.

(H) All necessary measures would be implemented to ensure that the New York City Air Pollution Control Code regulating construction-related dust emissions is followed; and

(I) Construction areas would also be surrounded by 16-foot tall perimeter fencing that would help contain fugitive dust emissions.

(ii) Declarant shall include contractual requirements with its contractors (and require the contractors to include enforceable contractual requirements with their subcontractors) to implement the provisions of this Section 5.01(b) with respect to applicable work at the Subject Property.

(c) Construction Noise Reduction Measures.

(i) Prior to Construction Commencement of each Development Phase, and subject to DCP review pursuant to Section 5.13 of this Declaration, Declarants shall (x) develop a plan for implementation of, and (y) thereafter implement, a plan for the reduction of construction noise from construction-related activities during the development of the Subject Property (the "Construction Noise Reductions Measures Plan"), which Construction Noise Reductions Measures Plan shall contain the following measures:

(A) All construction activities shall comply with the requirements of the New York City Noise Control Code (NYC Noise Code) for construction noise control measures;

(1) Equipment that meets the sound level standards specified in Subchapter 5 of the New York City Noise Control Code would be utilized from the start of construction;

(2) As early in the construction period as logistics will allow, diesel- or gas-powered equipment would be replaced with electrical-powered equipment such as welders, water pumps, bench saws, and table saws (i.e., early electrification) to the extent feasible and practical;

constructed at a portion of the site (the "**School Site**"), as shown on **Exhibit F**, prior to completion and occupancy of Building 2.

(b) The analysis of public elementary school conditions relies on conservative assumptions regarding both background growth in the student population and the development of new residential units in future conditions. Should this level of background growth in the Sub-district and residential development in the study area not occur, the temporary impact on elementary school seats in Sub-district 3 of CSD 30 could be reduced or potentially eliminated. It should also be noted that the above analysis does not account for the 1,057 seat PS/IS school that is expected to be developed on the nearby Halletts Point site to mitigate the school impacts identified in the 2013 *Halletts Point Rezoning FEIS.*

(c) Exercise of the SCA Option.

(i) First Option. The Declarant shall provide written notice ("**First Option Notice**") to the School Construction Authority (or its successor agency) (the "**SCA**") of its option to purchase for nominal consideration the School Site ("**First SCA Option**"). After the issuance of excavation permits for Building 4 or 5, the Declarant shall deliver notice to SCA that the First SCA Option will terminate in 90 days ("**Termination Notice**"). Unless SCA responds to the Termination Notice and invokes the First SCA Option within 90 days from the date Declarant delivers the Termination Notice, the First SCA Option shall expire. At any time following the First Option Notice and 90 days after the Termination Notice, SCA may exercise the First SCA Option by providing written notice to the Declarant. In the event that SCA advises Declarant in writing within 90 days of receipt of the Termination Notice that it does not intend to exercise the First SCA Option, or if SCA fails to respond to the Termination Notice within the prescribed 90-day period, then Declarant shall have no obligation to convey the School Site to the SCA until issuance of the Second SCA Option Notice in accordance with the terms

Intent between Declarant and the SCA, dated September 26, 2014, then the SCA will be responsible for 31% of the costs associated with (i) the testing for, any existing hazardous materials and the testing related to the archeological investigation; and (ii)(a) remediation of hazardous materials pursuant to a Remedial Action Plan approved by the New York City Mayor's Office of Environmental Remediation; and (b) preservation relative to potential damage of archaeological resources pursuant to a Landmarks Preservation Commission-approved field testing and mitigation plan, if any, solely in connection with the School Site portion of the development, which costs will be paid to the Declarant by the SCA or the City of New York. In the event Declarant has paid or payment is due for above items (i) and/or (ii), SCA or the City of New York shall reimburse or make payment to Declarant for such associated costs at that time SCA exercises its option to purchase the School Site, in accordance with the terms set forth herein.

(f) Failure to Exercise SCA Option. Declarant and SCA acknowledge that funds to reimburse Declarant for costs associated with School Site testing and remediation, if any, as well as for SCA to undertake design, development and construction of the School Development must be included in the SCA's approved Five-Year Capital Plan for the SCA to exercise the First SCA Option and Second SCA Option. SCA will furnish Declarant evidence of available funds prior to negotiation of the School Option Agreement. In the event that such total funds are not included in the SCA's Five-Year Capital Plan at the time that the Termination Notice is provided, then Declarant will have no obligation to convey the School Site to the SCA or the City of New York. All FEIS Obligations required in connection with the development of the School Site and not otherwise required to be undertaken by the Declarant shall not be deemed FEIS Obligations under this declaration.

Assessment in response thereto, each within thirty (30) day periods, until the Assessment is accepted by ACS and DCP.

(c) In the event that: (i) the Assessment confirms that development of the CCTD would create a need for additional publicly funded childcare capacity in the Study Area; and (ii) ACS notifies Declarant within thirty (30) calendar days following completion of the Assessment that it is prepared to expand childcare capacity within the Study Area to address this need but that it has determined that it has no or insufficient funding available for such purpose, then Declarant shall enter into an agreement with ACS to provide ACS with (x) a suitable space on-site for a child care center that the ACS can utilize to provide additional childcare capacity or (y) a suitable location off-site and within a reasonable distance (at a rate affordable to ACS providers) that the ACS can utilize to provide additional childcare capacity, and if no suitable site is tendered, (z) funding for making program or physical improvements to support additional childcare capacity (the "**Child Care Mitigation Options**"). In the event of a disagreement between Declarant and ACS regarding the suitability of a tendered site, Declarant can appeal to DCP, as lead agency, or otherwise, Declarant shall have the right to appeal such matter to the Deputy Mayor of Planning and Economic Development, or any successor Deputy Mayor, and to seek resolution within forty-five (45) days of Declarant's appeal.

(d) The Assessment shall account for the mitigation measures provided by the Halletts Point project (CEQR No. 09DCP084Q), which was approved by the City Council on October 10, 2013 under its Resolution # 1980-2013 (the "**Hallets Point Project**"). As stated in the 2013 Hallets Point Project Final Environmental Impact Statement, the Hallets Point Project will need to provide 37 child care slots to fully mitigate their identified significant adverse child care impact. As such, if the Hallets Point Project mitigation measure is accounted for in the Assessment, the shortfall of slots will be smaller. Furthermore, several factors may limit the

the "**Open Space Capital Improvements**"), consistent with typical DPR design criteria for such facilities and subject to DPR and Public Design Commission design approval. Subject to DPR's WPAA Notice of Final Completion, which should not be unreasonably withheld, each capital improvement shall meet an acceptable standard, pursuant to the Parks Inspection Program ("**PIP**") Manual.

(b) Developer shall not accept a TCO for any portion of a New Building that would together with all New Buildings on the Subject Property that have previously received a TCO, result in occupancy of 688 new residential units or such dwelling unit count to be determined in accordance with the FEIS, until DPR has issued a Certificate of Substantial Completion for the Playground Capital Improvements, which should not be unreasonably withheld. Declarant shall not accept a PCO for any portion of a New Building that would together with all New Buildings on the Subject Property that have previously received a PCO, result in occupancy of 688 new residential units or such dwelling unit count to be determined in accordance with the FEIS, until DPR has issued a Certificate of Final Completion for the Open Space Capital Improvements, which should not be unreasonably withheld.

5.05 Environmental Mitigation Relating to Transportation – Traffic

(a) Traffic signals.

(i) Declarant shall not request a TCO for any portion of Buildings 4 or 5 until it has notified ("Signal Notification") DOT and DCP that it is prepared to fund or install a new traffic signal at the intersection of 27th Avenue and 9th Street, as set forth in the FEIS, if warranted as shown by a current signal warrant analysis. Furthermore, Declarant shall not accept a TCO for any portion of Buildings 4 or 5 less than 90 calendar days after such Signal Notification.

(iii) Declarant shall, if directed by DOT and DCP, reimburse the City's contractor for its costs related to the design and implementation implementation of the traffic signal at 27th Avenue and 9th Street, and the appropriate share of the traffic signals at 27th Avenue and 12th Street, 27th Avenue and 14th Street, and Astoria Boulevard and 18th Street. Such expenses include, but are not limited to the costs of the design and installation of such improvements, and costs of appropriate supporting documentation including new traffic counts and signal warrant analyses. In the event DCP does not determine the allocation of such expenses to be provided by the Declarant for the intersections at 27th Avenue and 12th Street, 27th Avenue and 14th Street, and Astoria Boulevard and 18th Street, by responding to the Signal Notifications for such intersections within the 30 day time period, Declarant shall be solely responsible for the costs of new traffic counts and signal warrant analyses as well as design and implementation of the traffic signals committed to in this FEIS associated with the Proposed Development. Declarant shall not accept a TCO or PCO for any portion of Building 4 or 5 prior to funding or installing a traffic signal at the intersection of 27th Avenue and 9th Street. Declarant shall not apply accept a TCO or PCO for any portion of Building 3 prior to fulfilling its obligation to fund or install signals at the intersections of 27th Avenue and 12th Street, 27th Avenue and 14th Street, and Astoria Boulevard and 18th Street. In the event DOT determines that, based on the signal warrant analysis, traffic signals are not required at one or more of the intersections at prior to the occupancy of the associated Phase of the Large Scale Development, Declarant shall not be required to fund or install such signal(s) until a later phase, as determined by the Traffic Monitoring Plan.

(b) Geometric modifications, traffic signs, pavement markings, traffic calming.

possible adjustments to the potential traffic mitigation measures identified in Chapter 20 of the FEIS, as well as to investigate the directions of travel from 1st to 9th Streets between 26th and 27th Avenues and develop a street grid that will accommodate future demand while ensuring the safety for all street users during the interim and full-build years. As stated in that section of the FEIS, for the 27th Avenue and 9th Street, 27th Avenue and 12th Street, 27th Avenue and 14th Street, and Astoria Boulevard and 18th Street traffic signal locations set forth in Section 5.05(a) above, new traffic counts and signal warrant analyses will be conducted and provided to DOT for review and approval. At all other intersections identified as sites of significant impacts in the FEIS, as well as the segment of 26th Avenue between 4th and 9th Street where a midblock pedestrian crossing is proposed, new traffic counts and level of service analyses will be conducted and provided to DOT for its determination of whether intersection improvements presented in the FEIS should be implemented or adjusted. TMP analyses will be conducted pursuant to Section 5.05(c)(i)-(iii), below.

(i) Declarant shall provide reasonable notice to DOT before commencement of each TMP. Declarant shall undertake each TMP at a time specified by DOT. Each TMP shall be undertaken pursuant to a scope approved by DOT. Declarant shall implement at its own expense the entire approved TMPs, the findings of which will be used by DOT as the basis for approving the Mitigation Measures set forth herein.

(A) **First TMP.** Declarant shall not apply for nor accept TCOs or PCOs for any portion of Building 3 until the Chair, in consultation with DOT, certifies to the Building Department that (A) Declarant has submitted for DOT's approval, a scope of work for the TMP, (B) such scope of work has been approved by DOT, which shall not unreasonably be withheld, and (C) Declarant has provided to DOTa letter of credit or posted a performance bond (the instrument of security to be determined by DOT) for an amount reasonably determined by

TMP is completed, Declarant shall have no further obligation with respect to such measures. Declarant shall not apply for nor accept TCOs or PCOs for any portion of Building 1, prior to completion of all Mitigation Measures requested by DOT as a result of analysis in the First TMP.

(iii) If Declarant fails to fund or install any Mitigation Measures requested by DOT based on the results of the First or the Second TMP, the City may undertake the Mitigation Measures, and draw upon the aforementioned letter of credit or posted a performance bond for reasonable and necessary expenses, to the extent required to complete the requested Mitigation Measures. Upon the City's completion of the applicable Mitigation Measures, the City shall return the aforesaid security (or the undrawn balance thereof) to Declarant. Declarant hereby grants the City and its contractors, agents, employees and sub-contractors a license to enter upon such portions of the Subject Property as shall be required to for the purposes of exercising its rights under this Section 5.05.

5.06 Environmental Mitigation Relating to Transportation - Transit.

(a) A shuttle from the Large Scale Development to the 30th Avenue Station (N and Q line) was proposed as a project component, however, even with the shuttle as a proposed project component ("**Project Component Shuttle**"), impacts requiring mitigation resulted. Chapter 20 of the FEIS sets forth recommended mitigation measures concerning subway impacts at the 30th Avenue Station (N and Q line) and bus line haul impacts on the Q103 bus route. Declarant shall be responsible for all costs associated with establishing and operating the Project Component Shuttle Service.

(b) Upon establishing the Project Component Shuttle, Declarant shall submit documentation acceptable to DCP showing that the Project Component Shuttle Service has been established and is operational. Upon approval of such documentation, DCP shall certify that Declarant may apply for TCOs for portions of Building 4 or 5 (the "**Project Component Shuttle**

avoid significant adverse impacts at the 30th Avenue (N and Q line) and bus line haul impacts on the Q103 bus route, DCP shall certify that all or part of the Transit Mitigation Shuttle Service is no longer necessary and may be discontinued. The requirement for the Project Component Shuttle may be addressed pursuant to Section 5.09(b) herein.

5.07 Project Controls Relating to Archeology

(a) Phase 1B Archaeological Field Testing and Mitigation (Phase 1B Work Plan) was proposed as a project component. A Phase 1B Work Plan prepared by Celia Bergoffen, Ph.D., R.P.A, reviewed and approved by LPC in August 2013, specifies procedures to be followed for the testing of the archaeologically sensitive areas. The Phase 1B Work Plan is set forth in Appendix D to the FEIS.

(b) Declarant covenants and agrees that no application for grading, excavation, foundation, alteration building or other permit respecting development of Block 906, Lot 1, Block 908, Lot 12, and Block 909, Lot 35 in the Borough of Queens (the "**Archeological Control Sites**") which permits soil disturbance shall be submitted to or accepted from the Department of Buildings (the "DOB") by the Declarant until LPC has issued to DOB, as applicable, either a Notice of No Objection, a Notice to Proceed, a Notice of Satisfaction, or a Final Notice of Satisfaction, as set forth below in the paragraph entitled LPC Notices. Declarant shall submit a copy of the Notice of No Objection, Notice to Proceed, Notice of Satisfaction or Final Notice of Satisfaction, as the case may be, to the DOB at the time of filing of any application as set forth herein.

(c) Declarant covenants and agrees to perform Phase 1B archaeological field testing in accordance with the LPC approved Phase 1B Work Plan. The LPC-approved Phase 1B archaeological field testing on the two upland parcels shall occur prior to construction of Buildings 4 and 5 (the first phase of the project's construction), and testing on the waterfront

Objection." Issuance of a Notice of No Objection shall be sufficient to enable Declarant to obtain a full Building Permit for the performance of excavation or construction on the Archeological Control Sites.

(iv) Notice of Satisfaction – LPC shall issue a Notice of Satisfaction after the Mitigation Plan has been prepared and accepted by LPC and LPC has determined in writing that all significant identified and archaeological resources have been documented and removed from the Archeological Control Sites. Issuance of a Notice of Satisfaction shall enable Declarant to obtain a Building Permit for excavation and construction on the Archeological Control Sites.

(v) Final Notice of Satisfaction – LPC shall issue a Final Notice of Satisfaction after the mitigation has been completed and the LPC has set forth in writing that the Mitigation Plan, including but not limited to the Final Archaeological Report and a curation plan for any archaeological resources found on the Archeological Control Sites, has been completed to the satisfaction of LPC.

(f) Declarant shall neither request nor accept a TCO or PCO for any portions of Buildings 3, 4 or 5 until the Chairperson of the LPC shall have issued a Final Notice of Satisfaction or a Notice of No Objection.

(g) The Director of Archaeology of the LPC shall issue all notices required to be issued hereunder reasonably promptly after Declarant has made written request to the LPC and has provided documentation to support each such request, and the Director of Archaeology of the LPC shall in all events endeavor to issue such written notice to the DOB, or inform Declarant in writing of the reason for not issuing said notice, within thirty (30) calendar days after Declarant has requested such written notice.

FEIS or further analysis and as incorporated in this Declaration, the FEIS Obligation as set forth in the FEIS or further analysis shall be applicable.

5.10 Innovation; Alternatives; Modifications Based on Further Assessments.

(a) Innovation and Alternatives. In complying with any FEIS Obligation set forth in Article V of this Declaration or by incorporation by inclusion in the FEIS, Declarant may, at its election, implement innovations, technologies or alternatives that are or hereafter become available, including replacing any equipment, technology, material, operating system or other measure previously located on the Subject Property or used within the Large-Scale Development Project, which Declarant demonstrates to the satisfaction of City Planning would result in equal or better methods of achieving the relevant FEIS Obligation, than those set forth in this Declaration, (such measures, "**Alternative Environmental Measures**") in each case subject to approval by City Planning.

(b) Modifications Based on Further Assessments. In the event that Declarant believes, in good faith, based on changed conditions, that an FEIS Obligation required under this Declaration could be eliminated or modified without diminishment of the environmental standards ("**Elimination of FEIS Obligation**") that would be achieved by implementation of the FEIS Obligation, Declarant shall request that City Planning grant a waiver or modification. Such request shall be submitted to City Planning and shall include an analysis that sets forth the basis thereof.

(c) If Declarant implements any Alternative Environmental Measure or Elimination of FEIS Obligation, a notice indicating of such change shall be recorded against the Subject Property in the Register's Office, in lieu of modification to this Declaration.

5.11 Site Inspection and Documentation.

degree and with significant experience in environmental management and construction management (or a firm including such persons), including familiarity with the means and methods for implementation of the applicable Construction FEIS Obligations.

(b) The scope of services described in any agreement between Declarant and the Monitor pursuant to which the Monitor is retained (the "**Monitor Agreement**") shall be subject to prior review by and approval of City Planning, such approval not to be unreasonably withheld, conditioned or delayed. The Monitor Agreement shall include provisions in a form acceptable to City Planning that, among others, shall: (i) ensure that the Monitor is independent of Declarant in all respects relating to the Monitor's responsibilities under this Declaration (provided that the Monitor shall be responsible to Declarant with regard to practices generally applicable to or expected of consultants and independent contractors of Declarant) and has a duty of loyalty to City Planning; (ii) provide for appropriate City Planning management and control of the performance of services by the Monitor under the Monitor Agreement; (iii) authorize City Planning to direct the termination of services by the Monitor for unsatisfactory performance of its responsibilities under the Monitoring Agreement; (iv) allow for the retention by the Monitor of sub-consultants with expertise appropriate to assisting the Monitor in its performance of its obligations, but only to the extent reasonably necessary to perform its obligations under this Declaration and the Monitor Agreement; and (v) allow for termination by Declarant for cause, but only with the express written concurrence of City Planning, which concurrence will not be unreasonably withheld or delayed. If City Planning shall fail to act upon a proposed Monitor Agreement within twenty (20) days after submission of a draft form of Monitor Agreement, the form of Monitor Agreement so submitted shall be deemed acceptable by City Planning and may be executed by Declarant and the Monitor. The Monitor Agreement shall be fully executed prior to issuance of a Permit Notice (hereinafter defined), pursuant to the provision of Section 5.12

Construction FEIS Obligations required under this Article V in connection with the Proposed Development and to the extent that such books and records are necessary to carry out its duties under the Monitor Agreement; and (iii) be entitled to conduct any tests on the Subject Property to the extent such tests are reasonably necessary to verify Declarant's implementation and performance of the construction period Construction FEIS Obligations, subject to compliance with all generally applicable site safety requirements imposed by law, site operations, or pursuant to construction contracts in effect for the Subject Property and provided further that any such additional testing shall be coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors to the Subject Property, and shall be conducted in a manner that will minimize any interference with the Proposed Development.

(e) The Monitor Agreement shall provide that Declarant shall have the right to require the Monitor to secure insurance covering the Monitor's activities under this Section 5.12(e), including coverage customary to the access and for the activities set forth in Section 5.12(d) hereof, and Declarant may hold the Monitor liable for any damage or harm resulting from such activities.

(f) Declarant shall be responsible for payment of all fees and expenses due to the Monitor and any consultants retained by the Monitor in accordance with the terms of the Monitoring Agreement, all in accordance with the terms of the Monitor Agreement. In the event the Monitor determines, either in a monthly report or otherwise, that Declarant has failed to implement or to cause its contractors to implement a CMM, the Monitor shall notify City Planning and Declarant of such alleged violation, and provide documentation establishing the basis for its determination. If City Planning determines, based on consultation with the Monitor and others, as appropriate, that there is a basis for concluding that such a violation has occurred, City Planning may thereupon give Declarant written notice of such alleged violation (each, a

alleged violation within the Cure Period; (ii) cure the alleged violation within a New Cure Period, if one has been established; or (iii) demonstrate to City Planning's satisfaction that a violation has not occurred, then representatives of Declarant shall, promptly at City Planning's request, and upon a time and date acceptable to City Planning, convene a meeting at the Site with the Monitor and City Planning representatives. If Declarant is unable reasonably to satisfy the City Planning representatives that no violation exists or is continuing and the Declarant, the Monitor and City Planning are unable to agree upon a method for curing the violation within a time period acceptable to City Planning, City Planning shall have the right to exercise any remedy available at law or in equity or by way of administrative enforcement, to obtain or compel Declarant's performance under this Declaration, including seeking an injunction to stop work on the Subject Property, as necessary, to ensure that the violation does not continue, until the Declarant demonstrates that it has cured the violation. Declarant shall have all rights available to Declarant at law or in equity or through administrative measures to defend against any such action or to contest any such claimed violation.

(g) In the event that the Declarant that is signatory to this Declaration shall have sold, leased, transferred or conveyed to a third party fee title to, or a ground or net lease of, one or more tax lots within the Subject Property, then such, third party shall be deemed a successor Declarant (a "**Successor Declarant**") with respect to such lots so sold, leased, transferred or conveyed to it, and, with the prior written approval of City Planning, there may exist more than one Monitor with respect to multiple developments proceeding simultaneously on the Subject Property, pursuant to separate Monitor Agreements.

5.13 DCP Review / Permit Notice.

(a) Not less than twenty (20) days prior to the date Declarant anticipates Construction Commencement of any Development Phase, Declarant shall send written notice to

(x) does not notify Declarant and Buildings Department within twenty (20) days of the Permit Notice as set forth in the immediately preceding sentence, or (y) fails to respond in writing to Declarant and the Buildings Department within five (5) days of receipt of additional materials provided to City Planning under Section 5.13(a) above, Declarant shall be entitled to accept the Building Permit and to undertake any and all activities authorized thereunder.

5.14 **Declarant shall establish and maintain:** a telephone hotline for use by the public to report any construction problems and to ask questions regarding construction on the Subject Property. Declarant shall appoint a single community liaison to address community questions and complaints and ensure community consultation during the construction process.

ARTICLE VI

DELAY

6.01 Delay By Reason of Force Majeure Event or Circumstances Beyond the Owners Control.

(a) In the event that Declarant is unable to Substantially Complete a PAA Obligation, or comply with an FEIS Obligation required pursuant to this Declaration, as a result of a Force Majeure Event, then Declarant may, upon written notice to the Chair (the "**Delay Notice**"), request that the Chair, certify (i) the existence of such Force Majeure Event, and (ii) that the Force Majeure Event resulted in the Declarant being unable to complete an Obligation by the time that the associated Phase of the Large Scale Development is ready for a Building Permit, TCO, or PCO, as applicable. Any Delay Notice shall include a description of the Force Majeure Event, its cause and probable duration and the impact it is reasonably anticipated to have on the completion of the item of work, to the extent known and reasonably determined by the Declarant. The Chair in the exercise of his or her reasonable judgment, and in consultation

otherwise, and 125% of the estimated cost of the remaining work in order to Finally Complete the PAA Phase, which estimated cost shall have been certified by Declarant's architect, landscape architect, or other expert qualified to make such cost estimates, as applicable, and shall be subject to approval by the Chair, which shall not unreasonably be withheld. Declarant shall re-commence construction of the applicable PAA Phase to Substantially Complete (where a TCO has been issued pursuant to a Force Majeure Event), or Finally Complete, (where a PCO has been issued pursuant to a Force Majeure Event), or re-commence implementation of the applicable FEIS Obligation, at the end of the probable duration of the Force Majeure Event specified in the Delay Notice, or such lesser period of time as the Chair reasonably determined the Force Majeure Event shall continue; provided, however, that if the Force Majeure Event has a longer duration than as set forth in the Delay Notice, or as reasonably determined by the Chair, the Chair shall grant additional time for Substantial Completion or Final Completion of the PAA Work, or for the implementation of the FEIS Obligation, as the case may be. If Declarant fails to Substantially Complete, or Finally Complete the PAA Work applicable to the issuance of a Building Permit, TCO or PCO for a New Building, the City may undertake to the PAA Work necessary to Substantially or Finally Complete the applicable PAA Obligation, and draw upon the aforesaid Force Majeure Event Completion Letter of Credit for reasonable and necessary expenses, to the extent required to complete the PAA Obligation. Upon the City's completion of the applicable PAA Work, the City shall return the aforesaid security (or the undrawn balance thereof) to Declarant. Declarant hereby grants the City and its contractors, agents, employees and sub-contractors a license to enter upon such portions of the Subject Property as shall be required to for the purposes of exercising its rights under this Section 6.01.

ARTICLE VII

WATERFRONT PUBLIC ACCESS AREAS AND PUBLIC ACCESS AREAS

Number	Title	Last Revised Date
L-360.00	Planting Plan North	07/07/2014
L-361.00	Planting Plan South	07/07/2014
L-400.00	Landscape Sections	07/07/2014
L-401.00	Landscape Sections	07/07/2014
L-402.00	Landscape Sections	07/07/2014
L-500.00	Landscape Details Paving	07/07/2014
L-501.00	Landscape Details Curbs, Stairs, Walls	07/07/2014
L-502.00	Landscape Details Curbs, Stairs, Walls	07/07/2014
L-503.00	Landscape Details Fence & Gate Details	07/07/2014
L-510.00	Landscape Details Site Furnishings	07/07/2014
L-511.00	Landscape Details Site Furnishings	07/07/2014
L-512.00	Landscape Details - Play Equipment	07/07/2014
L-513.00	Landscape Details Play Equipment	07/07/2014
L-514.00	Landscape Details Play Equipment	07/07/2014
L-515.00	Landscape Details Signage	07/07/2014
L-520.00	Landscape Details Planting	07/07/2014
LT-100.00	Lighting Plan North	07/07/2014
LT-101.00	Lighting Plan South	07/07/2014
LT-110.00	Photometric Plan North	07/07/2014
LT-111.00	Photometric Plan South	07/07/2014
LT-200.00	Lighting Fixture Details	07/07/2014
LT-201.00	Lighting Fixture Details	07/07/2014

WPAA. On the fifth anniversary of the effective date of this Agreement, and every five years thereafter, the amount of insurance required to be carried by Declarant shall be adjusted by such amount as is reasonable and customary, considering the extent of Declarant's obligations as set forth herein.

(b) **Commercial General Liability Insurance.**

(i) Declarant shall maintain Commercial General Liability insurance in the amount of at least Five Million Dollars ($5,000,000) per occurrence and in the aggregate on a per location basis. Should such aggregate limit not be provided on a per location basis, Declarant shall maintain fifty millions dollars ($50,000,000) in the aggregate, subject to approval by the Commissioner, which approval shall not be unreasonably withheld. This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, that may arise from any of the operations under this Agreement apart from those, if any, done exclusively by the City. Coverage shall be written on Insurance Services Office ("ISO") Form CG 0001 or its substantial equivalent, and shall be "occurrence" based rather than "claims-made."

(ii) Such Commercial General Liability insurance shall name the City, together, with its officials and employees, as an Additional Insured with coverage at least as broad as the most recent edition of the ISO Forms CG 2026 and 2037.

(c) **Workers' Compensation, Employers Liability, and Disability Benefits Insurance.** The Declarant shall maintain Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance on behalf of, or with regard to, its employees involved in the Declarant's operations under this Declaration, and such insurance shall comply with the laws of the State of New York. In the event the work is performed by

not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

(iv) All required policies, except Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, shall include a waiver of the right of subrogation with respect to all insureds named therein.

(f) Proof of Insurance.

(i) Certificates of Insurance or certified copies of policies for all insurance required in this Article must be submitted to and accepted by the Commissioner of the Parks Department prior to issuance of a Notice of Substantial Completion authorizing any public use of the WPAA. Declarant may procure modifications of the policy(ies) to reflect its completion of construction after receiving a Notice of Final Completion and its ongoing responsibility for repair and maintenance only.

(ii) For Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, Declarant shall submit one of the following:

(A) C-105.2 Certificate of Worker's Compensation Insurance;

(B) U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;

(C) Request for WC/DB Exemption (Form CE-200);

(D) Equivalent or successor forms used by the New York State Workers' Compensation Board; or

(E) Other proof of insurance in a form acceptable to the City.

ACORD forms are not acceptable proof of workers' compensation coverage.

(iii) For all insurance required under this Article other than Workers Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance,

insurance carrier to the City's satisfaction. The foregoing shall not affect a party's rights under law or court order with respect to the disclosure of such policy during the course of litigation.

(g) Miscellaneous.

(i) Declarant may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, and through the use of blanket insurance programs, so long as all policies provide the scope of coverage required herein.

(ii) Declarant shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

(iii) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, Declarant shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability insurance carriers for events relating to Declarant's own employees), apart from those, if any, done exclusively by the City, as soon as practical. For any policy where the City is an additional insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." To the extent possible, such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. Declarant shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

or terminated (or has expired or been cancelled or terminated) for any reason, Declarant shall immediately forward a copy of such notice to both the Commissioner of the Parks Department at The Arsenal, Central Park, 830 Fifth Avenue, New York, New York, 10065 and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, Declarant shall ensure that there is no interruption in any of the insurance coverage required under this Article.

(h) Indemnification by the City.

(i) Upon issuance of the WPAA Notice of Substantial Completion of the WPAA or portion thereof, and subject to Declarant's compliance with the requirements set forth in paragraph (b) directly below, in accordance with Section 62-72 (Performance and Maintenance Requirements) of the Zoning Resolution with respect to the WPAA, the City shall indemnify and hold harmless Declarant, its officers, agents, employees, successors, and assigns, for any judgment or settlement arising out of a claim for injury to persons who are members of the public (i.e., not agents or employees of Declarant while acting within their agency or employment) as a result of any defect or otherwise dangerous condition in, or on the WPAA to the extent not covered by insurance, provided that the City's obligation to indemnify and hold harmless hereunder shall not arise: (i) if Declarant has not fully complied with the design and maintenance obligations set forth in this Declaration and M&O Agreement; or (ii) if the injury is determined by a court of competent jurisdiction in a final judgment not subject to appeal to have resulted from intentional wrongdoing or recklessness on the part of the Declarant or its employees.

(ii) The City's obligation under Section 7.04(h)(i) with respect to the WPAA is conditioned upon: (1) Declarant's compliance with the insurance provisions of this Section 7.04, and with the requirements of all insurance policies; (2) Declarant's delivery of a

reviewed and approved the PAA Plans and shall, at its sole cost and expense, undertake and complete the performance of the PAA Work and WPAA Work so as to construct the PAA and WPAA substantially in accordance with the PAA Plans, unless it obtains prior written approval (a **"PAA Plans Modification Approval"**) (i) by DCP of modification of the PAA Plans by DCP, and (ii) by DPR of modification of that portion of the PAA Plans comprised of WPAA. Any revised PAA Plans submitted in connection with such PAA Plans Modification Approval shall comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution. A PAA Plans Modification Approval with respect to that portion of the PAA Plans comprised of WPAA shall serve as a determination by the Chair that he or she is prepared to issue a Chair Certification approving the revised PAA Plans, pursuant to Section 62-811 of the Zoning Resolution. Where the PAA Plans Modification Approval is obtained, Declarant shall file an application pursuant to Section 62-811 of the Zoning Resolution with revised PAA Plans that incorporate all modifications which have been previously approved pursuant to each PAA Plans Modification Approval; and, provided the formally filed land use application seeking a Chair Certification pursuant to Section 82-11 of the Zoning Resolution is (a) sufficiently complete and (b) adheres to Department rules and standards for filing a land use application for a Chair Certification pursuant to Section 62-811 of the Zoning Resolution, then the Chair shall issue such Chair Certification within thirty (30) calendar days of the filing of such application.

7.06 PAA Concept. Declarant agrees that the architectural character and design of the PAA and WPAA will be in substantial conformity with the design intent reflected in the PAA Plans and any subsequently issued PAA Plans Modification Approvals. Declarant further agrees to seek DPR's approval on Declarant 's building

objects, amenities and other items as are shown on the PAA Plans, or as are otherwise permitted by the City), from the surface thereof to the sky, for the purposes of: (i) passive recreational use by the general public, (ii) pedestrian right to use and enjoyment of such space, and (iii) emergency vehicle access (the "**Public Access Guarantee**"), subject to the terms and conditions set forth in this Article VII.

7.10 **Hours of Operation**. The WPAA shall remain open pursuant to the Hours of Operation set forth in the M&O Agreement and the PAAs Hours of Operation shall remain consistent at all times with the Hours of Operation applicable to the WPAA provided for in the M&O Agreement (except for such obstructions, objects, amenities and other items as are shown on the PAA Plans, or as are otherwise permitted by the City), subject to the terms and conditions set forth in this Article VII.

7.11 **Closing**. Closing of the WPAA shall be subject to the terms and provisions set forth in the M&O Agreement. Declarant may close the PAA, or the most limited portions thereof, as may be necessary, in order (a) to accomplish the maintenance, repairs or replacements of PAA, or portions thereof, and shall notify the Chair of such closure no less than seven (7) days in advance of such and such notice shall set forth the area and duration of closure and shall post signs providing prior notice to the public of such area and PAA; (b) for the repair, restoration, rehabilitation, renovation or replacement of pipes, utility lines or conduits or other equipment on or under a PAA and shall notify the Chair of such closure no less than ten (10) days in advance of such closure and such notice shall set forth the area and duration of closure and shall post signs providing prior notice to the public of such area and duration of closure, at appropriate locations and entrances to and within the PAA; (c) to accomplish work as may be approved by the Buildings Department and other Governmental

hours without Declarant having consulted with the New York City Police Department (the "**NYPD**") or the Buildings Department, as appropriate, and having following the NYPD's or Building Department's direction, if any, with regard to the emergency situation. In the event of a closure pursuant to (a), (b) or (c) above Declarant will close or permit to be closed only those portions of such areas which must or should reasonably be closed to effect the repairs or remediation, will exercise due diligence in the performance of such repairs or remediation so that it is completed expeditiously and the temporarily closed areas are re-opened to the public promptly, and will, wherever reasonably possible, perform such work in such a manner that the public will continue to have access to the PAA. In addition to the foregoing, Declarant shall have the right to close all or any portions of the PAA to the City and the general public one (1) Business Day in each year to preserve its ownership interest in such portions of the PAA.

7.12 **Maintenance and Repair of PAA and WPAA**. Upon Substantial Completion of each PAA Phase, or portion thereof, Declarant shall be solely responsible for the maintenance of and capital repairs to the WPAA and PAA (the "**Maintenance Obligation**"). Declarant shall maintain and repair the WPAA in accordance with the provisions of the M&O Agreement. Declarant shall maintain and repair the PAA pursuant to the same standards by which the WPAA is maintained and repaired. Any Affordable Housing Unit developed and rented pursuant to the Applications shall not be subject to the Maintenance Obligation nor shall Declarant or any successor thereof, modify this Declaration to cause any Affordable Housing Unit developed and rented pursuant to the Applications to be subject to the Maintenance Obligation.

7.13 **Security of Maintenance of WPAA**. Security for Maintenance of the WPAA shall be in accordance with the provisions of the M&O Agreement.

7.17 **Rules and Regulations of WPAA and PAA.** Declarant shall operate the WPAA in conformity with the rules and regulations governing public use of the WPAA (the "**WPAA Rules and Regulations**"), as set forth in **Exhibit K** and shall not impose any further restrictions upon public use of the Public Access Areas except as necessary in the case of emergency. Declarant may from time to time modify such Rules and Regulations, subject to the prior written approval of the Chair. The Rules and Regulations, and any such revisions, modifications or additions permitted pursuant to this Section, shall be posted in the Public Access Areas in accordance with Section 7.19 hereof. If Declarant establishes rules and regulations for the WPAA in accordance with the M&O Agreement they shall be consistent with PAA Rules and Regulations, or in the alternative, the PAA Rules and Regulations shall be updated to reflect the rules and regulations established for the WPAA, subject to prior written approval of the Chair.

7.18 **Illumination**. The Public Access Areas shall be illuminated for safe use and enjoyment of all areas of the Public Access Areas, with a minimum level of illumination of not less than two horizontal foot candles (lumens per foot) throughout all walkable and sitting areas, including sidewalks directly adjacent to the Public Access Areas, and a minimum of level of illumination of not less than 0.5 horizontal foot (lumens per foot) throughout all other areas. Such level of illumination shall be maintained during the hours of operation set forth in Article VII, excluding the daylight hours from one-half hour after sunrise to one-half hour before sunset.

7.19 **Signage**. Upon Substantial Completion of a PAA Phase, or portion thereof, (i) for those portions of the PAA Phase comprised of WPAA, signage shall be provided in accordance with Section 5.07 of the M&O Agreement and (ii) for those portions of the PAA Phase comprised of PAA, appropriate signage, indicating hours

(g) Declarant shall keep Crescent Drive open, unobstructed and accessible to all members of the public, free of charge, 24 hours a day, every day of the year to the extent feasible and practical, subject to construction, repair and maintenance activities. Notwithstanding the foregoing, Declarant reserves the unrestricted right, in its sole discretion, to close all or any portion of Crescent Drive for one day in each calendar year.

(h) Declarant shall construct Crescent Drive in accordance with the requirements of the New York City Department of Transportation, FDNY, Bureau of Highway Operations, and all Street lights, if any, in accordance with the requirements of the New York City Department of General Services, Bureau of Electrical Control.

(i) Declarant shall maintain Crescent Drive in a good state of repair and cleanliness, including but not limited to the following:

(i) Maintaining the paved surfaces of Crescent Drive in good repair;

(ii) Maintaining Street lights, if any, in good working order;

(iii) Assuring that Street lights, if any, operate during hours of darkness;

(iv) Replacing Street lights, if any, when needed;

(v) During the period between December and March, snow plowing at such times as the accumulated snow fall in any 12 hour period exceeds two inches;

(vi) Maintaining any required storm and sanitary drainage systems in a clear, workable and efficient manner; and

(vii) Maintaining all required utilities located under Crescent Drive in good working order, to the extent public utilities or municipal agencies are not obligated to maintain such utilities.

Declarant to comply with the terms of this Declaration and a revocation by the City of any certificate of occupancy, temporary or permanent, for any portion of the Large-Scale Development Project on the Subject Property subject to the Large Scale Special Permit, which does not comply with the terms of this Declaration; provide, however, that such right of revocation shall not permit or be construed to permit the revocation of any certificate of occupancy for any use or improvement that exists on the Subject Property as of the date of this Declaration.

(b) No person or entity other than Declarant (including Mortgagee and the Association from and after the Association Obligation Date, if applicable) or the City shall have any right to enforce the provisions of this Declaration. This Declaration shall not create any enforceable interest or right in any person or entity other than Declarant, the Association, the City and Mortgagee (pursuant to the provisions hereof), who shall be deemed to be the proper entities to enforce the provisions of this Declaration, and nothing contained herein shall be deemed to allow any other person or entity, whether they be public or private, any interest or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Applications.

8.03 Notice to Mortgagee.

(a) If Declarant fails to cure a breach or other violation under this Declaration within the applicable grace period provided in Section 8.02, then, prior to the institution by any agency or department of the City with jurisdiction regarding the enforcement of the provisions of this Declaration of any action, proceeding, or proceedings against Declarant in connection with such failure, the City shall give any Mortgagee, which has notified the City of its interest in the Subject Property, thirty (30) calendar days written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

(b) If after due notice as set forth in this Section, Declarant and the Mortgagee fails to act pursuant to this Section 8.03 to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Section and may disapprove any amendment, modification, or cancellation of this Declaration on the sole grounds that Declarant is in default of any material obligation under this Declaration.

8.04 Additional Remedies. Declarant acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof with jurisdiction regarding the enforcement of the provisions of this Declaration may pursue other remedies not specifically set forth herein, including, without limitation, the seeking of a mandatory injunction compelling Declarant, its heirs, successors or assigns, to comply with any provision, whether major or minor, of this Declaration.

ARTICLE IX

MISCELLANEOUS

Effective Date; Recordation; Binding Nature; Liability; Governing Law; Severability; Applications; Offering Plan; Indemnification; Acknowledgements; Representations; Estoppel

9.01 **Effective Date; Recordation.**

(a) **Effective Date**. This Declaration and the provisions and covenants hereof shall become effective only upon the Effective Date

(b) **Recordation**.

(i) Prior to application for any Building Permit relating to the Subject Property, Declarant shall file and record this Declaration and any related waivers executed by Mortgagees or other Parties-in-Interest or other documents executed and delivered in connection with the Applications and required by this Declaration to be recorded in public records, in the Register's Office, indexing them against the entire Subject Property, and deliver to the Commission within ten (10) calendar days from any such submission for recording, a copy of such documents as submitted for recording, together with an affidavit of submission for recordation. Declarant shall deliver to the Commission a copy of all such documents, as recorded, certified by the Register, promptly upon receipt of such documents from the register. If Declarant fails to so record such documents, then the City may record duplicate originals of such documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant or by the City, shall be borne by Declarant .

(ii) Notwithstanding anything to the contrary contained in this Declaration, if all the Final Approvals, as approved or modified by the City Council, given in connection with the Applications are declared invalid or otherwise voided by a final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal

Property, such Declarant's or such Declarant's successor's obligations and liability under this Declaration shall wholly cease and terminate and the party succeeding such Declarant or such Declarant's successor shall assume the obligations and liability of Declarant pursuant to this Declaration with respect to actions or matters occurring subsequent to the date such party assumes an interest in the Subject Property to the extent of such party's interest in the Subject Property. For purposes of this Declaration, any successor to a Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of any interest in the Subject Property.

(b) Reference in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

(c) Notwithstanding anything to the contrary contained in this Declaration, (i) the Association and any Unit Interested Party (except that where the Declarant is also a Unit Interested Party, it shall remain obligated as Declarant pursuant to the provisions of this Declaration) shall not have any obligations under this Declaration to construct the Public Access Areas, and (ii) any Affordable Housing Unit shall not have any obligation for and shall not be subject to levy or execution for the Maintenance Obligation. Notwithstanding the foregoing, in the event that a TCO or PCO has been issued for any portion of the Proposed Development prior to the receipt of a WPAA or PAA Notice of Substantial or WPAA or PAA Notice of Final Completion for the PAA Phase required in connection with the portion of the Proposed Development, due to a Force Majeure Event or any other reason, whether or not Declarant is a Unit Interested Party, Declarant shall remain obligated as Declarant until a WPAA or PAA Notice of Final Completion has been issued for the applicable PAA Phase even where Declarant

Unit Interested Party's obligation for the costs of collection of such Unit Interested Party's Individual Assessment Interest. Such lien shall be subordinate to the lien of any Mortgage, the lien of any real property taxes, and the lien of the board of managers of any such condominium for unpaid common charges of the condominium, and the lien of the Association pursuant to the provisions of Article XIII. The City agrees that, prior to enforcing its rights against a Unit Interested Party, the City shall first attempt to enforce its rights under this Declaration against the Declarant, the Association and the boards of managers of any condominium association. In the event that the Association shall default in its obligations under this Declaration, the City shall have the right to obtain from the Association and/or boards of managers of any condominium association, the names of the Unit Interested Parties who have not paid their Individual Assessment Interests.

(b) The restrictions, covenants and agreements set forth in this Declaration shall be binding upon the Declarant and any successor-in-interest only for the period during which Declarant and any successor-in-interest is the holder of a fee interest in or is a Party in Interest of the Subject Property and only to the extent of such fee interest or the interest rendering Declarant a Party in Interest. At such time as the named Declarant has no further fee interest in the Subject Property and is no longer a Party in Interest of the Subject Property, such Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in interest's interest.

9.04 **Governing Law**. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

incurred by the City arising out of or in connection with the enforcement of such obligations.

9.09 **Exhibits**. Any and all exhibits, appendices, or attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

9.10 **Acknowledgement of Covenants**. Declarant acknowledges that the restrictions, covenants, easements, obligations and agreements in this Declaration will protect the value and desirability of the Subject Property as well as benefit the City of New York and all property owners within a one-half mile radius of the Subject Property.

9.11 **Representations**. Declarant represents and warrants that there are no restrictions of record on the use of the Subject Property, nor any present or presently existing future estates or interest in the Subject Property, nor any liens, obligations, covenants, easements, limitations or encumbrances of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations and agreements of this Declaration.

9.12 **Estoppel Certificates**. Whenever requested by Declarant, the City shall within ten (10) calendar days thereafter furnish to the Declarant a written certificate setting forth: (i) that this Declaration is in full force and effect (or if there have been modifications that the Declaration is in full force and effect as modified and identifying the modifications) and (ii) whether or not, to the best of its knowledge, the Declarant is in default under any provisions of this Declaration and if such a default exists, the nature of such default.

Declaration pursuant to Section 10.01 above. In the event that Declarant determines that a PCRE or Mitigation Measure set forth in Article V should not apply with respect to the As-of-Right Development, it shall set forth the basis for such determination in analysis submitted in accordance with this Article X. Upon the acceptance of analysis demonstrating the same, the requirements of this declaration with respect to the PCREs and/or Mitigation Measures discussed in such further analysis shall not be required for such development. Declarant shall not apply for or accept Building Permits for any As-of-Right Development until the Chair certifies to the Buildings Department that analysis has been submitted to City Planning demonstrating that the proposed As-of-Right Development will not result in any greater adverse environmental impacts than have been identified in the FEIS, and a modification of this Declaration has been approved pursuant to this Article X to reflect the plans and modified PCRE's and/or Mitigation Measures, as applicable, for the proposed As-of-Right Development.

10.04 Notwithstanding anything to the contrary contained in this Declaration, for so long as Declarant shall hold any fee interest in the Subject Property, (i) all Unit Interested Parties, (ii) all boards of managers of any condominium association, and (iii) the Association, hereby (x) irrevocably consent to any amendment, modification, cancellation, revision or other change in this Declaration by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominate, constitute and appoint Declarant their true and lawful attorney-in-fact, coupled with an interest, to execute any document or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

With a copy to:	Davidoff Hutcher & Citron LLP 605 Third Avenue, 34th Floor New York, New York 10158 Attention: Howard S. Weiss, Esq.
If intended for the City, to:	Department of City Planning 22 Reade Street New York, New York 10007 Attention: Carl Weisbrod, Director
and	Department of Parks and Recreation The Arsenal, Central Park New York, New York 10065 Attention: Commissioner
With a copy to:	New York City Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York, New York 10065 Attention: Office of the General Counsel
If intended for DCP, to:	Department of City Planning 22 Reade Street New York, New York 10007 Attention: Carl Weisbrod, Director
With a copy to:	New York City Department of City Planning 22 Reade Street New York, New York10007 Attention: Office of the General Counsel
If intended for DPR, to:	Department of Parks & Recreation The Arsenal, Central Park 830Fifth Avenue New York, New York 10065 Attention: Commissioner
With a copy to:	Department of Parks & Recreation The Arsenal, Central Park 830Fifth Avenue New York, New York 10065 Attention: Office of the General Counsel

the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received or refused. In the event that there is more than one Declarant at any time, any Notice from the Commission shall be provided to all Declarant of whom the Commission has notice.

ARTICLE XII

OFFERING PLAN & HOMEOWNER'S ASSOCIATION

12.01 Applicability. The provisions of this Article 13.01 shall only apply if Declarant shall form an Association with respect to any portion of the Waterfront Zoning Lot.

(a) Organization of Homeowner's Association. In order to perform Declarant's obligations with respect to the Maintenance Obligation and Public Access Guarantee, Declarant shall cause to be organized a homeowner's association (the "**Association**") at the earliest to occur of the following: (i) the issuance of a TCO for any portion of a New Building in Development Phases 1, 2, 3, and 4 governed by a condominium regime, conveyed to a housing corporation to be governed by a cooperative regime, or such other legal regime which shall require the organization of a homeowner's association or similar governing entity comprised of homeowners; and (ii) the date of Substantial Completion of the WPAA or PAA required in connection with such New Building, provided, however, that the New Building built pursuant to the corresponding Development Phase are governed by a condominium regime, conveyed to a housing corporation to be governed by a cooperative regime, or such other legal regime which shall require the organization of a homeowner's association or similar governing entity comprised of homeowners.

(b) The obligations of the Association under this Declaration shall commence the date of its organization (the "**Association Obligation Date**"), whether required to be formed

(a) impose fees or assessments against the Association Members, for the purpose of collecting funds reasonably necessary to satisfy the obligations of the Association pursuant to this Declaration;

(b) collect, receive, administer, protect, invest and dispose of funds;

(c) bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to this Article XIII; and

(d) exercise any and all of such powers as may be necessary or appropriate for purposes of this Declaration and as may be granted to the Association in furtherance of the Association's purposes pursuant to the New York Not-for-Profit Corporation Law.

12.06 Successors. Every deed conveying title to, or a partial interest in, the Development Property, other than a deed to an Affordable Housing Unit, every lease held or granted by a cooperative corporation owning the Development Property or any portion thereof, every lease of all or substantially all of the Development Property, or the declaration of condominium imposed on any portion of the Development Property shall contain a recital or other provision that (a) the Unit Interested Party (other than a Unit Interested Party that owns an Affordable Housing Unit) is liable for its pro rata share of the assessment by the Association to the condominium in which such Unit is located for the Association's obligations under this Declaration, and (b) maintenance of the PAA and all other obligations of the Association under this Declaration, are essential elements of the City actions permitting the development of the Proposed Development in accordance with the provisions of this Declaration and in accordance with any other approvals granted by the City.

interest, costs and reasonable attorney's fees of any such action, at law or at equity, against the Association Member obligated to pay the same. In the event an Association Member has not paid its assessment to the Association within ninety (90) calendar days of the date such payment was due, the Association shall take all reasonable measures as may be required in order to collect such unpaid assessment.

(c) The periodic assessments shall be a charge on the land and a continuing lien upon the property owned by the Association Member against which each such assessment is made, except that if the Association Member is the board of managers of a condominium, such lien shall be subordinate to the lien of any prior recorded mortgage in respect of such property given to a bank or other institutional lender (including but not limited to a governmental agency), the lien of any real property taxes, and the lien of the board of managers of such condominium for unpaid common charges of the condominium. The periodic assessments charged to an Association Member which is the board of managers of a condominium shall be included within the common charges of the condominium. The Association may bring an action to foreclose the Association's lien against the property owned by such Association Member, or a Unit Interested Party (other than the owner of an Affordable Housing Unit), as the case may be, to recover such delinquent assessment(s), including interest and costs and reasonable attorneys' fees of any such action. Any Unit Interested Party, other than the owner of an Affordable Housing Unit, by acceptance of a deed or a lease to a portion of the Development Property, thereby agrees to the provisions of this Section 12.07. Any Unit Owner may eliminate the Association's lien described above on his or her unit by payment to the Association of such Unit Owner's prorated share of the periodic assessment by the Association to the condominium in which such Unit is located. No Association Member or Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Public Access Areas or abandonment of the

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

2030 ASTORIA DEVELOPERS LLC

By: _____
Name: JOHN MAVROUDIS
Title: MANAGING MEMBER

TOP COVE ASSOCIATES, INC.

By: _____
Name: JOHN MAVROUDIS
Title: VICE PRESIDENT

CITY OF NEW YORK

By: _____
Name:
Title:

THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 494

Resolution approving with modifications the decision of the City Planning Commission on ULURP No. C 140324 (A) ZSQ (L.U. No. 127), for the grant of special permit pursuant to Section 62-836 of the Zoning Resolution to modify the height and setback requirements of Section 62-340 (Height and Setback Regulations On Waterfront Blocks) in connection with a proposed mixed use development on property generally bounded by a line 280 feet southeasterly of 3rd Street, the U.S. Pierhead and Bulkhead Line, 9th Street, and 27th Avenue (Block 906, Lots 1 and 5; Block 907, p/o Lots 1 and 8; Block 908, Lot 12; Block 909, Lot 35; portions of land underwater adjacent to Blocks 907 and 906) in the proposed R7-3/C2-4, R7A/C2-4, R6B and R6 Districts, within a large-scale general development, within the Halletts Point Peninsula, Borough of Queens.

By Council Members Greenfield and Weprin

WHEREAS, the City Planning Commission filed with the Council on September 29, 2014 its decision dated September 29, 2014 (the "Decision"), on the application submitted by 2030 Astoria Developers, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit pursuant to Section 62-836 of the Zoning Resolution to modify the height and setback requirements of Section 62-340 (Height and Setback Regulations On Waterfront Blocks) in connection with a proposed mixed-use development on property generally bounded by a line 280 feet southeasterly of 3rd Street, the U.S. Pierhead and Bulkhead Line, 9th Street, and 27th Avenue (Block 906, Lots 1 and 5; Block 907, p/o Lots 1 and 8; Block 908, Lot 12; Block 909, Lot 35; portions of land underwater adjacent to Blocks 907 and 906) in the proposed R7-3/C2-4, R7A/C2-4, R6B and R6 Districts, within a large-scale general development (ULURP No. C 140324 (A) ZSQ), Community District 1, Borough of Queens (the "Application");

WHEREAS, the application is related to Applications C 140323 (A) ZSQ (L.U. No. 126), a special permit, pursuant to Section 74-743, to permit transfer of floor area between zoning lots, modify distance between buildings, modify yard, inner court and distance between windows or lot line requirement; C 140322 ZMQ (L.U. No. 128), an amendment to the Zoning Map, Section No. 9a, changing from an M1-1 District to an R7-3 District with a C2-4 overlay; changing from an R6 District to an R7A District with a C2-4 overlay; and changing from an R6 District to an R6B District; N 140329 (A) ZRQ (L.U. No. 129), an amendment of the Zoning Resolution of the City of New York, modifying Article II Chapter 3 and Appendix F, relating to Inclusionary Housing and modifying Article VII, Chapter 4, relating to Large-Scale General Development; N 140325 ZAQ (L.U. No. 130), an authorization by the City Planning Commission, pursuant to Section 62-822(a), to permit area and dimension modifications for a waterfront public access area and visual corridors within a large-scale general development; and C 130384 MMQ (L.U. No. 131), an amendment to the City Map to (a) establish 4th Street between 26th Avenue to the edge of the proposed waterfront esplanade and; (b) eliminate 8th Street from 27th Avenue to the U.S. Pierhead and Bulkhead Line;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(3) of the City Charter;

WHEREAS, the City Planning Commission has made the findings required pursuant to Section 62-836 of the Zoning Resolution of the City of New York;

WHEREAS, upon due notice, the Council held a public hearing on the Decision and Application on October 20, 2014;

WHEREAS, the Council has considered the land use implications and other policy issues relating to the Decision and Application; and

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS") (CEQR No. 13DCP127Q), for which a Notice of Completion was issued on September 19, 2014, as adjusted by the subsequent CEQR Technical Memoranda dated September 26, 2014 and November 14, 2014 (collectively, the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and Application, the Council finds that:

(1) The FEIS and the Technical Memoranda meets the requirements of 6 N.Y.C.R.R. Part 617;

(2) From among the reasonable alternatives thereto, action to be approved, with the modifications set forth herein and in the Technical Memoranda (the "Modified Proposed Action"), is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable;

(3) The adverse environmental impacts of the Modified Proposed Action will be minimized or avoided to the maximum extent practicable by requiring as conditions to the approval, pursuant to the Restrictive Declaration marked as Exhibit A to the CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014**, those mitigation measures that were identified as practical; and

(4) The Decision along with the FEIS and the Technical Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Sections 197-d and 200 of the City Charter and on the basis of the Decision and Application, and based on the environmental determination and consideration described in this report, C 140324 (A) ZSQ, incorporated by reference herein, the Council approves the Decision, with the following modifications and subject to the following conditions:

Matter in ~~strikethrough~~ is old, deleted by the Council;
Matter in **bold underline** is new, added by the Council.

1. The property that is the subject of this application (C 140324 (A) ZSQ) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications and zoning computations indicated on the following plans, prepared by STUDIO V Architects, PLLC and WORKSHOP: Ken Smith Landscape Architect, filed with this application and incorporated in this resolution:

Drawing No.	Title	Last Date Revised
Z-102.A	Zoning Analysis	07/07/2014
Z-102.B	Zoning Analysis	09/22/2014
Z-103.00	Site Plan	07/07/2014
Z-200.00	Building 1 Site Plan & Base Plan Calculations	07/07/2014
Z-201.00	Building 1 Height & Setback Diagram	07/07/2014
Z-210.00	Building 2 Site Plan & Base Plan Calculations	09/22/2014
Z-211.00	Building 2 Height & Setback Diagram	07/07/2014
Z-220.00	Building 3 Site Plan & Base Plan Calculations	07/07/2014
Z-221.00	Building 3 Height & Setback Diagram	07/07/2014

Z-230.00	Building 4 Site Plan & Base Plan Calculations	09/22/2014
Z-231.00	Building 4 Height & Setback Diagram	09/22/2014
Z-240.00	Building 5 & School Site Plan & Base Plan Calculations	09/22/2014
Z-241.00	Building 5 & School Height & Setback Diagram	09/22/2014
L-100.00	Waterfront Public Access Area Plan	07/07/2014
L-110.00	Zoning Calculations 1	07/07/2014
L-111.00	Zoning Calculations 2	07/07/2014
L-112.00	Zoning Calculations 3	07/07/2014
L-300.00	Overall Site Plan	07/07/2014
L-310.00	Dimension Plan North	07/07/2014
L-311.00	Dimension Plan South	07/07/2014
L-320.00	Materials Plan North	07/07/2014
L-321.00	Materials Plan South	07/07/2014
L-330.00	Grading Plan North	07/07/2014
L-331.00	Grading Plan South	07/07/2014
L-340.00	Seating Plan North	07/07/2014
L-341.00	Seating Plan South	07/07/2014
L-350.00	Furnishings Plan North	07/07/2014
L-351.00	Furnishings Plan South	07/07/2014

L-360.00	Planting Plan North	07/07/2014
L-361.00	Planting Plan South	07/07/2014
L-400.00	Landscape Sections	07/07/2014
L-401.00	Landscape Sections	07/07/2014
L-402.00	Landscape Sections	07/07/2014
L-500.00	Landscape Details Paving	07/07/2014
L-501.00	Landscape Details, Curbs, Stairs, Walls	07/07/2014
L-502.00	Landscape Details, Curbs, Stairs, Walls	07/07/2014
L-503.00	Landscape Details Fence & Gate Details	07/07/2014
L-510.00	Landscape Details Site Furnishings	07/07/2014
L-511.00	Landscape Details Site Furnishings	07/07/2014
L-512.00	Landscape Details Play Equipment	07/07/2014
L-513.00	Landscape Details Play Equipment	07/07/2014
L-514.00	Landscape Details Play Equipment	07/07/2014
L-515.00	Landscape Details Signage	07/07/2014
L-520.00	Landscape Details Planting	07/07/2014
LT-100.00	Lighting Plan North	07/07/2014
LT-101.00	Lighting Plan South	07/07/2014
LT-110.00	Photometric Plan North	07/07/2014

LT-111.00	Photometric Plan South	07/07/2014
LT-200.00	Lighting Fixture Details	07/07/2014
LT-201.00	Lighting Fixture Details	07/07/2014
LT-202.00	Lighting Fixture Details	07/07/2014
LT-400.00	Lighting Section	07/07/2014
LT-401.00	Lighting Section	07/07/2014
LT-402.00	Lighting Section	07/07/2014

2. Such development shall conform to all applicable provisions of the Zoning Resolution, except for the modifications specifically granted in this resolution and shown on the plans listed above which have been filed with this application. All zoning computations are subject to verification and approval by the New York City Department of Buildings.

3. Such development shall conform to all applicable laws and regulations relating to its construction, operation and maintenance.

4. All leases, subleases, or other agreements for use or occupancy of space at the subject property shall give actual notice of this special permit to the lessee, sublessee or occupant.

5. Development pursuant to this resolution shall be allowed only after the attached Restrictive Declaration attached as Exhibit A to CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014,** subject to administrative and technical changes acceptable to Counsel to the Department, is executed by 2030 Astoria Developers, LLC or its successors, and such declaration shall have been recorded and filed in the Office of the Register of the City of New York, County of Queens.

6. Upon the failure of any party having any right, title or interest in the property that is the subject of this application, or the failure of any heir, successor, assign, or legal representative of such party, to observe any of the covenants, restrictions, agreements, terms or conditions of this resolution whose provisions shall constitute conditions of the special permit hereby granted, the City Planning Commission may, without the consent of any other party, revoke

any portion of or all of said special permit. Such power of revocation shall be in addition to and not limited to any other powers of the City Planning Commission, or of any other agency of government, or any private person or entity. Any such failure as stated above, or any alteration in the development that is the subject of this application that departs from any of the conditions listed above, is grounds for the City Planning Commission or the City Council, as applicable, to disapprove any application for modification, cancellation or amendment of the special permit hereby granted.

7. Neither the City of New York nor its employees or agents shall have any liability for money damages by reason of the city's or such employee's or agents failure to act in accordance with the provisions of this special permit.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 25, 2014, on file in this office.



City Clerk, Clerk of The Council

THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 495

Resolution approving the decision of the City Planning Commission on ULURP No. C 140322 ZMQ, a Zoning Map amendment (L.U. No. 128).

By Council Members Greenfield and Weprin

WHEREAS, the City Planning Commission filed with the Council on September 29, 2014 its decision dated September 29, 2014 (the "Decision"), on the application submitted by 2030 Astoria Developers, LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for an amendment of the Zoning Map, Section No. 9a, to rezone a portion of an M1-1 district to R7-3 with a C2-4 commercial overlay, a portion of an R6 district to R7A with a C2-4 commercial overlay, and a portion of an R6 district to R6B to facilitate the development of a mixed-use, large-scale general development located on the Halletts Point peninsula in Queens Community District 1, (ULURP No. C 140322 ZMQ), Borough of Queens (the "Application");

WHEREAS, the application is related to Applications C 140323 (A) ZSQ (L.U. No. 126), a special permit, pursuant to Section 74-743, to permit transfer of floor area between zoning lots, modify distance between buildings, modify yard, inner court and distance between windows or lot line requirement; C 140324 (A) ZSQ (L.U. 127), a special permit, pursuant to Section 62-836, to permit bulk modifications within waterfront blocks; N 140329 (A) ZRQ (L.U. No. 129), an amendment of the Zoning Resolution of the City of New York, modifying Article II Chapter 3 and Appendix F, relating to Inclusionary Housing and modifying Article VII, Chapter 4, relating to Large-Scale General Development; N 140325 ZAQ (L.U. No. 130), an authorization by the City Planning Commission, pursuant to Section 62-822(a), to permit area and dimension modifications for a waterfront public access area and visual corridors within a large-scale general development; and C 130384 MMQ (L.U. No. 131), an amendment to the City Map to (a) establish 4th Street between 26th Avenue to the edge of the proposed waterfront esplanade and; (b) eliminate 8th Street from 27th Avenue to the U.S. Pierhead and Bulkhead Line;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(1) of the City Charter;

WHEREAS, upon due notice, the Council held a public hearing on the Decision and Application on October 20, 2014;

WHEREAS, the Council has considered the land use implications and other policy issues relating to the Decision and Application; and

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS") (CEQR No. 13DCP127Q), for which a Notice of Completion was issued on September 19, 2014, as adjusted by the subsequent CEQR Technical Memoranda dated September 26, 2014 and November 14, 2014 (collectively, the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and Application, the Council finds that:

(1) The FEIS and the Technical Memoranda meets the requirements of 6 N.Y.C.R.R. Part 617;

(2) From among the reasonable alternatives thereto, action to be approved, with the modifications set forth herein and in the Technical Memoranda (the "Modified Proposed Action"), is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable;

(3) The adverse environmental impacts of the Modified Proposed Action will be minimized or avoided to the maximum extent practicable by requiring as conditions to the approval, pursuant to the Restrictive Declaration marked as Exhibit A to the CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014**, those mitigation measures that were identified as practical; and

(4) The Decision along with the FEIS and the Technical Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Section 197-d and 200 of the City Charter and on the basis of the Decision and Application, and based on the environmental determination and consideration described in this report, C 140322 ZMQ, incorporated by reference herein, the Council approves the Decision.

The Zoning Resolution of the City of New York, effective as of December 15, 1961, and as subsequently amended, is further amended by changing the Zoning Map, Section 9a:

1. changing from an M1-1 District to an R7-3 District property bounded by a line 280 feet southeasterly of 3rd Street and its northeasterly prolongation, the U.S. Pierhead and Bulkhead Line, 9th Street, and 26th Avenue;

2. changing from an R6 District to an R7A District property bounded by a line 250 feet southeasterly of 4th Street, 26th Avenue, 9th Street, and a line 100 feet southwesterly of 26th Avenue;

3. changing from an R6 District to an R6B District property bounded by a line 250 feet southeasterly of 4th Street, a line 100 feet southwesterly of 26th Avenue, 9th Street, a line 240 feet southwesterly of 26th Avenue;

4. establishing within a proposed R7-3 District a C2-4 District bounded by a line 280 feet southeasterly of 3rd Street and its northeasterly prolongation, the U.S. Pierhead and Bulkhead Line, 9th Street, and 26th Avenue; and

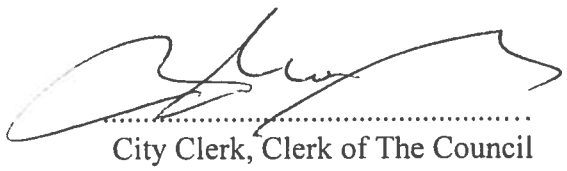
5. establishing within a proposed R7A District a C2-4 District bounded by a line 250 feet southeasterly of 3rd Street, 26th Avenue, 9th Street, and a line 100 feet southwesterly of 26th;

as shown on a diagram (for illustrative purposes only) dated April 21, 2014 and subject to the conditions of CEQR Declaration E-343, Community District 1, Borough of Queens.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 25, 2014, on file in this office.



City Clerk, Clerk of The Council

THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 496

Resolution approving with modifications the decision of the City Planning Commission on Application No. N 140329 (A) ZRQ, for an amendment of the Zoning Resolution of the City of New York, modifying Article II Chapter 3 and Appendix F, relating to Inclusionary Housing in Community District 1, Borough of Queens (L.U. No. 129).

By Council Members Greenfield and Weprin

WHEREAS, the City Planning Commission filed with the Council on September 29, 2014 its decision dated September 29, 2014 (the "Decision"), pursuant to Section 201 of the New York City Charter, regarding an application submitted by 2030 Astoria Developers, LLC, for an amendment of the text of the Zoning Resolution of the City of New York, to modify Article II, Chapter 3 and Appendix F, relating to Inclusionary Housing, to facilitate the development of a mixed-use, large-scale general development located on the Halletts Point peninsula in Queens Community District 1 (Application No. N 140329 (A) ZRQ), Community District 1, Borough of Queens (the "Application");

WHEREAS, the application is related to Applications C 140323 (A) ZSQ (L.U. No. 126), a special permit, pursuant to Section 74-743, to permit transfer of floor area between zoning lots, modify distance between buildings, modify yard, inner court and distance between windows or lot line requirement; C 140324 (A) ZSQ (L.U. 127), a special permit, pursuant to Section 62-836, to permit bulk modifications within waterfront blocks; C 140322 ZMQ (L.U. No. 128), an amendment to the Zoning Map, Section No. 9a, changing from an M1-1 District to an R7-3 District with a C2-4 overlay; changing from an R6 District to an R7A District with a C2-4 overlay; and changing from an R6 District to an R6B District; N 140325 ZAQ (L.U. No. 130), an authorization by the City Planning Commission, pursuant to Section 62-822(a), to permit area and dimension modifications for a waterfront public access area and visual corridors within a large-scale general development; and C 130384 MMQ (L.U. No. 131), an amendment to the City Map to (a) establish 4th Street between 26th Avenue to the edge of the proposed waterfront esplanade and; (b) eliminate 8th Street from 27th Avenue to the U.S. Pierhead and Bulkhead Line;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(1) of the City Charter;

WHEREAS, upon due notice, the Council held a public hearing on the Decision and Application on October 20, 2014;

WHEREAS, the Council has considered the land use implications and other policy issues relating to the Decision and Application; and

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS") (CEQR No. 13DCP127Q), for which a Notice of Completion was issued on September 19, 2014, as adjusted by the subsequent CEQR Technical Memoranda dated September 26, 2014 and November 14, 2014 (collectively, the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and Application, the Council finds that:

(1) The FEIS and the Technical Memoranda meets the requirements of 6 N.Y.C.R.R. Part 617;

(2) From among the reasonable alternatives thereto, action to be approved, with the modifications set forth herein and in the Technical Memoranda (the "Modified Proposed Action"), is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable;

(3) The adverse environmental impacts of the Modified Proposed Action will be minimized or avoided to the maximum extent practicable by requiring as conditions to the approval, pursuant to the Restrictive Declaration marked as Exhibit A to the CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014**, those mitigation measures that were identified as practical; and

(4) The Decision along with the FEIS and the Technical Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Sections 197-d and 200 of the City Charter and on the basis of the Decision and Application, and based on the environmental determination and consideration described in this report, N 140329 (A) ZRQ, incorporated by reference herein, the Council

approves the Decision with the following modifications.

The Zoning Resolution of the City of New York, effective as of December 15, 1961, and as subsequently amended, is further amended as follows:

Matter in underline is new, to be added;
Matter in ~~strikeout~~ is to be deleted;
Matter with # # is defined in Section 12-10;
Matter in ~~**bold underline double strikeout**~~ is old, deleted by the Council;
Matter in **bold double-underline** is new, added by the Council;
* * * indicates where unchanged text appears in the Zoning Resolution

23-90
INCLUSIONARY HOUSING

* * *

23-953
Special floor area compensation provisions in specified areas

(a) Optional provisions for #large-scale general developments# in C4-6 or C5 Districts

* * *

(b) Special provisions for #large-scale general developments# in Community District 1 in the Borough of Queens

Special provisions shall apply to #zoning lots# within a #large-scale general development# that contains R6B, R7A and R7-3 Districts within an #Inclusionary Housing designated area#, as follows:

(1) For #zoning lots#, or portions thereof, that are located within R6B, R7A or R7-3 Districts, the base #floor area ratio# set forth in Section 23-952 shall not apply. No #residential development# or #enlargement# shall be permitted unless #affordable floor area# is provided pursuant to the provisions of this paragraph. The amount of #low-income floor area# provided shall equal no less than 10 percent of the #floor area# on such #zoning lot#, excluding any ground floor #non-residential floor area#, #floor area# within a #school#, or

any #floor area# increase resulting from the provision of a #FRESH food store# **and the~~[. The sum of the]~~** amount of **~~#low-income floor area#, plus two-thirds of the amount of~~** #moderate-income floor area#**~~, plus half of the amount of #middle-income floor area#~~ provided** shall equal no less than **~~20~~ 15** percent of the #floor area# on such #zoning lot#, excluding any ground floor #non-residential floor area#, #floor area# within a #school#, or any #floor area# increase resulting from the provision of a #FRESH food store#, **For the purposes of this paragraph (1), inclusive, #low income floor area# may be considered #moderate income floor area#;** and

(2) The amount of #affordable floor area# utilizing #public funding# that may count toward satisfying the #affordable floor area# required in paragraph (b)(1) of this Section**~~, and the amount of #moderate-income floor area# or #middle-income floor area# that may be considered #low-income floor area# for the purposes of satisfying the #affordable floor area# required in paragraph (b)(1) of this Section,~~** shall be determined in accordance with procedures prescribed by the City Planning Commission pursuant to the provisions of Section 74-743(Special provisions for bulk modification).

* * *

~~(b)~~(c) Special provisions for #compensated zoning lots#

* * *

74-74
Large-Scale General Development

* * *

74-743
Special provisions for bulk modification

(a) For a #large-scale general development#, the City Planning Commission may permit:

* * *

(b) In order to grant a special permit pursuant to this Section for any #large-scale general development#, the Commission shall find that:

* * *

~~In addition, w~~Within the former Washington Square Southeast Urban Renewal Area, within Manhattan Community District 2, where the Commission has approved a #large-scale general development#, and a #lot line# of such #large-scale general development# coincides with the boundary of a mapped #public park#, such #lot line# shall be considered to be a #street line# of a #wide street# for the purposes of applying all #use# and #bulk# regulations of this Resolution.

Within Community District 1 in the Borough of Queens, the Commission may prescribe additional conditions to ensure that the purpose of the Inclusionary Housing program as set forth in Section 23-92 (General Provisions) is achieved in a #large-scale general development#. The Commission may establish procedures resulting in limiting the amount of #affordable floor area# utilizing #public funding# that may count toward satisfying the #affordable floor area# required in paragraph (b)(1) of Section 23-953~~, and in conjunction therewith, the Commission may also institute procedures that result in establishing an amount of #moderate-income floor area# or #middle-income floor area# that may be considered #low-income floor area# for the purposes of satisfying the #affordable floor area# required in paragraph (b)(1) of Section 23-953~~. Any such procedures established by the Commission shall be set forth in the restrictive declaration required in connection with the grant of a special permit for such #large-scale general development#.

For a phased construction program of a multi-#building# complex, the Commission may, at the time of granting a special permit, require additional information, including but not limited to a proposed time schedule for carrying out the proposed #large-scale general development#, a phasing plan showing the distribution of #bulk# and #open space# and, in the case of a site plan providing for common #open space#, common open areas or common parking areas, a maintenance plan for such space or areas and surety for continued availability of such space or areas to the people they are intended to serve.

The Commission may prescribe additional conditions and safeguards to improve the quality of the #large-scale general development# and to minimize adverse effects on the character of the surrounding area.

* * *

APPENDIX F
Inclusionary Housing Designated Areas

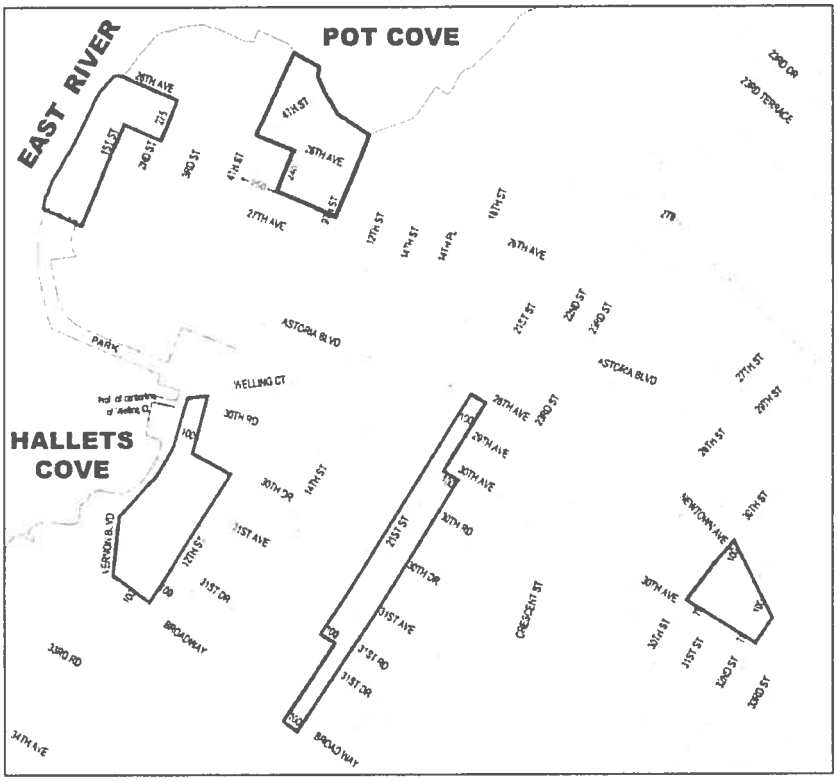
* * *

Queens

Queens Community District 1

In the R7A and R7-3 and R6B Districts within the areas shown on the following Map 1:

Map 1 – (*replaces previous map*)



Community District 1, Queens

Portion of Community District 1, Queens

* * *

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 25, 2014, on file in this office.

City Clerk, Clerk of The Council

THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 497

Resolution approving with modifications the decision of the City Planning Commission for the grant of an authorization, pursuant to Section 62-822(a) of the Zoning Resolution of the City of New York, to modify the location, area and minimum dimensions of waterfront public access areas and visual corridor requirements of Section 62-50 (General Requirements for Visual Corridors and Waterfront Public Access Areas) in connection with a proposed mixed use development on property generally bounded by a line 280 feet southeasterly of 3rd Street, the U.S. Pierhead and Bulkhead Line, 9th Street, and 27th Avenue (Block 906, Lots 1 and 5; Block 907, p/o Lots 1 and 8; Block 908, Lot 12; Block 909, Lot 35; portions of land underwater adjacent to Blocks 907 and 906) in R7-3/C2-4, R7A/C2-4, R6B and R6 Districts, within a large-scale general development in Community District 1, Borough of Queens (Non-ULURP No. N 140325 ZAQ; L.U. No. 130).

By Council Members Greenfield and Weprin

WHEREAS, the City Planning Commission filed with the Council on September 29, 2014 its decision dated September 29, 2014 (the "Decision"), on the application submitted by 2030 Astoria Developers, LLC, for the grant of an authorization pursuant to Section 62-822(a) of the Zoning Resolution of the City of New York to modify requirements of Section 62-50 (General Requirements for Visual Corridors and Waterfront Public Access Areas), which in conjunction with the other related actions would facilitate the development of a mixed-use, large-scale general development located on property generally bounded by a line 280 feet southeasterly of 3rd Street, the U.S. Pierhead and Bulkhead Line, 9th Street, and 27th Avenue, in the proposed R7-3/C2-4, R7A/C2-4, R6B and R6 Districts, within a large-scale general development, within the Hallets Point peninsula, Community District 1, Borough of Queens, (Non-ULURP No. N 140325 ZAQ), Borough of Queens (the "Application");

WHEREAS, the application is related to Applications C 140323 (A) ZSQ (L.U. No. 126), a special permit, pursuant to Section 74-743, to permit transfer of floor area between zoning lots, modify distance between buildings, modify yard, inner court and distance between windows or lot line requirement; C 140324 (A) ZSQ (L.U. 127), a special permit, pursuant to Section 62-836, to permit bulk modifications within waterfront blocks; C 140322 ZMQ (L.U. No. 128), an amendment to the Zoning Map, Section No. 9a, changing from an M1-1 District to an R7-3 District with a C2-4 overlay; changing from an R6 District to an R7A District with a C2-4 overlay; and changing from an R6 District to an R6B District; N 140329 (A) ZRQ (L.U. No. 129), an amendment of the Zoning Resolution of the City of New York, modifying Article II Chapter 3 and Appendix F, relating to Inclusionary Housing and modifying Article VII, Chapter 4, relating to Large-Scale General Development; and C 130384 MMQ (L.U. No. 131), an amendment to the City Map to (a) establish 4th Street between 26th Avenue to the edge of the proposed waterfront esplanade and; (b) eliminate 8th Street from 27th Avenue to the U.S. Pierhead and Bulkhead Line;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 62-822 of the Zoning Resolution of the City of New York;

WHEREAS, upon due notice, the Council held a public hearing on the Decision and Application on October 20, 2014;

WHEREAS, the City Planning Commission has made the findings required pursuant to Section 62-822(a) of the Zoning Resolution of the City of New York;

WHEREAS, the Council has considered the land use and environmental implications and other policy issues relating to the Decision and Application;

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS") (CEQR No. 13DCP127Q), for which a Notice of Completion was issued on September 19, 2014, as adjusted by the subsequent CEQR Technical Memoranda dated September 26, 2014 and November 14, 2014 (collectively, the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and Application, the Council finds that:

(1) The FEIS and the Technical Memoranda meets the requirements of 6 N.Y.C.R.R. Part 617;

(2) From among the reasonable alternatives thereto, action to be approved, with the modifications set forth herein and in the Technical Memoranda (the "Modified Proposed Action"), is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable;

(3) The adverse environmental impacts of the Modified Proposed Action will be minimized or avoided to the maximum extent practicable by requiring as conditions to the approval, pursuant to the Restrictive Declaration marked as Exhibit A to the CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014**, those mitigation measures that were identified as practical; and

(4) The Decision along with the FEIS and the Technical Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Section 62-822(a) of the Zoning Resolution of the City of New York and on the basis of the Decision and Application, and based on the environmental determination and consideration described in this report, N 140325 ZAQ, incorporated by reference herein, the Council approves the Decision with the following modifications and subject to the following terms and conditions:

Matter in ~~strikethrough~~ is old, deleted by the Council;

Matter in **bold underline** is new, added by the Council.

1. The property that is the subject of this application (N 140325 ZAQ) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications and zoning computations indicated on the following plan, prepared by WORKSHOP: Ken Smith Landscape Architect, filed with this application and incorporated in this resolution:

Drawing No.	Title	Last Date Revised
L-100.00	Waterfront Public Access Area Plan	07/07/2014
L-110.00	Zoning Calculations 1	07/07/2014
L-111.00	Zoning Calculations 2	07/07/2014
L-112.00	Zoning Calculations 3	07/07/2014
L-300.00	Overall Site Plan	07/07/2014
L-310.00	Dimension Plan North	07/07/2014
L-311.00	Dimension Plan South	07/07/2014
L-320.00	Materials Plan North	07/07/2014
L-321.00	Materials Plan South	07/07/2014
L-330.00	Grading Plan North	07/07/2014
L-331.00	Grading Plan South	07/07/2014
L-340.00	Seating Plan North	07/07/2014

Drawing No.	Title	Last Date Revised
L-341.00	Seating Plan South	07/07/2014
L-350.00	Furnishings Plan North	07/07/2014
L-351.00	Furnishings Plan South	07/07/2014
L-360.00	Planting Plan North	07/07/2014
L-361.00	Planting Plan South	07/07/2014
L-400.00	Landscape Sections	07/07/2014
L-401.00	Landscape Sections	07/07/2014
L-402.00	Landscape Sections	07/07/2014
L-500.00	Landscape Details Paving	07/07/2014
L-501.00	Landscape Details, Curbs, Stairs, Walls	07/07/2014
L-502.00	Landscape Details, Curbs, Stairs, Walls	07/07/2014
L-503.00	Landscape Details Fence & Gate Details	07/07/2014
L-510.00	Landscape Details Site Furnishings	07/07/2014
L-511.00	Landscape Details Site Furnishings	07/07/2014
L-512.00	Landscape Details Play Equipment	07/07/2014
L-513.00	Landscape Details Play Equipment	07/07/2014
L-514.00	Landscape Details Play Equipment	07/07/2014
L-515.00	Landscape Details Signage	07/07/2014
L-520.00	Landscape Details Planting	07/07/2014
LT-100.00	Lighting Plan North	07/07/2014
LT-101.00	Lighting Plan South	07/07/2014
LT-110.00	Photometric Plan North	07/07/2014
LT-111.00	Photometric Plan South	07/07/2014
LT-200.00	Lighting Fixture Details	07/07/2014

Drawing No.	Title	Last Date Revised
LT-201.00	Lighting Fixture Details	07/07/2014
LT-202.00	Lighting Fixture Details	07/07/2014
LT-400.00	Lighting Section	07/07/2014
LT-401.00	Lighting Section	07/07/2014
LT-402.00	Lighting Section	07/07/2014

2. Such development shall conform to all applicable provisions of the Zoning Resolution, except for the modifications specifically granted in this resolution and shown on the plans listed above which have been filed with this application. All zoning computations are subject to verification and approval by the New York City Department of Buildings.

3. Such development shall conform to all applicable laws and regulations relating to its construction, operation and maintenance.

4. Development pursuant to this resolution shall be allowed only after the attached Restrictive Declaration attached as Exhibit A to CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014,** subject to administrative and technical changes acceptable to Counsel to the Department, is executed by 2030 Astoria Developers, LLC or its successors, and such declaration shall have been recorded and filed in the Office of the Register of the City of New York, County of Queens.

5. Upon the failure of any party having any right, title or interest in the property that is the subject of this application, or the failure of any heir, successor, assign, or legal representative of such party, to observe any of the covenants, restrictions, agreements, terms or conditions of this resolution whose provisions shall constitute conditions of the special permit hereby granted, the City Planning Commission may, without the consent of any other party, revoke any portion of or all of said special permit. Such power of revocation shall be in addition to and not limited to any other powers of the City Planning Commission, or of any other agency of government, or any private person or entity. Any such failure as stated above, or any alteration in the development that is the subject of this application that departs from any of the conditions listed above, is grounds for the City Planning Commission or the City Council, as applicable, to disapprove any application for modification, cancellation or amendment of the authorization.

6. Neither the City of New York nor its employees or agents shall have any liability for money damages by reason of the city's or such employee's or agents failure to act in accordance with the provisions of this authorization.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 25, 2014, on file in this office.

City Clerk, Clerk of The Council

THE COUNCIL OF THE CITY OF NEW YORK
RESOLUTION NO. 498

Resolution approving the decision of the City Planning Commission on ULURP No. C 130384 MMQ, an amendment to the City Map (L.U. No. 131).

By Council Members Greenfield and Weprin

WHEREAS, the City Planning Commission filed with the Council on September 29, 2014 its decision dated September 29, 2014 (the "Decision"), on the application submitted by 2030 Astoria Developers, LLC, pursuant to Sections 197-c and 199 of the New York City Charter, for an amendment to the City Map involving:

- the elimination of 8th Street between 27th Avenue and the U.S. Pierhead and Bulkhead line;
- the establishment of 4th Street from 26th Avenue to a point 438.62 feet northeasterly along the westerly street line therefrom; and
- the adjustment of grades necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in accordance with Map No. 5021 dated April 17, 2014 and signed by the Borough President, (ULURP No. C 130384 MMQ), Community District 1, Borough of Queens (the "Application");

WHEREAS, the application is related to Applications C 140323 (A) ZSQ (L.U. No. 126), a special permit, pursuant to Section 74-743, to permit transfer of floor area between zoning lots, modify distance between buildings, modify yard, inner court and distance between windows or lot line requirement; C 140324 (A) ZSQ (L.U. 127), a special permit, pursuant to Section 62-836, to permit bulk modifications within waterfront blocks; C 140322 ZMQ (L.U. No. 128), an amendment to the Zoning Map, Section No. 9a, changing from an M1-1 District to an R7-3 District with a C2-4 overlay; changing from an R6 District to an R7A District with a C2-4 overlay; and changing from an R6 District to an R6B District; N 140329 (A) ZRQ (L.U. No. 129), an amendment of the Zoning Resolution of the City of New York, modifying Article II Chapter 3 and Appendix F, relating to Inclusionary Housing and modifying Article VII, Chapter 4, relating to Large-Scale General Development; and N 140325 ZAQ (L.U. No. 130), an authorization by the City Planning Commission, pursuant to Section 62-822(a), to permit area and dimension modifications for a waterfront public access area and visual corridors within a large-scale general development;

WHEREAS, the Decision is subject to review and action by the Council pursuant to Section 197-d(b)(3) of the City Charter;

WHEREAS, upon due notice, the Council held a public hearing on the Decision and Application on October 20, 2014;

WHEREAS, the Council has considered the land use implications and other policy issues relating to the Decision and Application;

WHEREAS, the Council has considered the relevant environmental issues and the Final Environmental Impact Statement ("FEIS") (CEQR No. 13DCP127Q), for which a Notice of Completion was issued on September 19, 2014, as adjusted by the subsequent CEQR Technical Memoranda dated September 26, 2014 and November 14, 2014 (collectively, the "Technical Memoranda");

RESOLVED:

Having considered the FEIS and the Technical Memoranda with respect to the Decision and Application, the Council finds that:

(1) The FEIS and the Technical Memoranda meets the requirements of 6 N.Y.C.R.R. Part 617;

(2) From among the reasonable alternatives thereto, action to be approved, with the modifications set forth herein and in the Technical Memoranda (the "Modified Proposed Action"), is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable;

(3) The adverse environmental impacts of the Modified Proposed Action will be minimized or avoided to the maximum extent practicable by requiring as conditions to the approval, pursuant to the Restrictive Declaration marked as Exhibit A to the CPC Decision C 140323(A) ZSQ, **as modified by the New York City Council as of November 12, 2014**, those mitigation measures that were identified as practical; and

(4) The Decision along with the FEIS and the Technical Memoranda constitute the written statement of facts, and of social, economic and other factors and standards that form the basis of the decision, pursuant to 6 N.Y.C.R.R. §617.11(d).

Pursuant to Sections 197-d and 199 of the City Charter and on the basis of the Decision and Application, and based on the environmental determination and consideration described in this report, C 130384 MMQ, incorporated by reference herein, the Council approves the Decision for an amendment to the City Map involving:

- the elimination of 8th Street between 27th Avenue and the U.S. Pierhead and Bulkhead line;
- the establishment of 4th Street from 26th Avenue to a point 438.62 feet northeasterly along the westerly street line therefrom; and
- the adjustment of grades necessitated thereby;

including authorization for any acquisition or disposition of real property related thereto, in the Borough of Queens, Community District 1, in accordance with Map No. 5021 dated April 17, 2014 and signed by the Borough President, is approved, subject to the following conditions:

a. The subject amendment to the City Map shall take effect on the day following the day on which certified counterparts of Map No. 5021, dated April 17, 2014, are filed with the appropriate agencies in accordance with Section 198 subsection c of the New York City Charter; and

b. The subject amendment to the City Map shall not be filed with the appropriate agencies in accordance with condition "a" above until the applicant shall have executed a mapping agreement protecting the city's interest, in form and sufficiency acceptable to the Corporation Counsel, and which agreement shall be accepted by the City Planning Commission (the "Mapping Agreement"). If such agreement is not accepted by the City Planning Commission within two years of the date of this resolution, the approved amendment to the City Map may be returned to the City Planning Commission for rescission.

Adopted.

Office of the City Clerk, }
The City of New York, } ss.:

I hereby certify that the foregoing is a true copy of a Resolution passed by The Council of The City of New York on November 25, 2014, on file in this office.

.....
City Clerk, Clerk of The Council