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RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 348**

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PRESENTER:

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ATTN: JACLYN SCARINCI, ESQ.
NEW YORK, NY 10103

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	15843	1	Entire Lot		51-15 ROCKAWAY BEACH BOULE

Property Type: OTHER

Borough	Block	Lot		Unit	Address
QUEENS	15857	1	Entire Lot		N/A BEACH 52 STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
PENINSULA ROCKAWAY LIMITED PARTNERSHIP
C/O THE ARKER COMPANIES, 1044 NORTHERN BOULEVARD
ROSLYN, NY 11576

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	1,774.00
Affidavit Fee:	$	0.00

Filing Fee:	
$	0.00
NYC Real Property Transfer Tax:	
$	0.00
NYS Real Estate Transfer Tax:	
$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-15-2020 15:22
City Register File No.(CRFN): **2020000018394**

City Register Official Signature

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

Dated as of November 14, 2019

QUEENS COUNTY
Block 15843, Lot 1 and
Block 15857, Lot 1

RECORD AND RETURN TO:
Akerman LLP
666 Fifth Avenue, 20th Floor
New York, NY 10103
Attn Jaclyn Scarinci, Esq

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DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS DECLARATION (the "**Declaration**"), dated as of November 14, 2019, by **PENINSULA ROCKAWAY LIMITED PARTNERSHIP**, a New York State limited partnership having an address c/o The Arker Companies, 1044 Northern Boulevard, Roslyn, New York 11576 (the "**Declarant**")

W I T N E S S E T H:

WHEREAS, Peninsula Rockaway Housing Development Fund Corp , a New York not-for-profit corporation, (the "**Nominee**") is the nominal fee owner of the premises located in the Borough of Queens, County of Queens, City of New York, and State of New York, designated for real property tax purposes as (a) Block 15843, Lot 1 ("**Parcel 1**") and (b) Block 15857, Lot 1 ("**Parcel 2**") on the Tax Map of the City of New York, which real property is more particularly described in attached Exhibit A (Parcel 1 and Parcel 2 are collectively referred to as the "**Subject Property**"),

WHEREAS, pursuant to that certain Declaration of Interest and Nominee Agreement dated as of May 5, 2016, and recorded as CRFN 2016000172286 by and between Declarant and Nominee, Nominee has granted to Declarant all equitable and beneficial interests in the Subject Property,

WHEREAS, Declarant desires to improve the Subject Property as a "large-scale general development" pursuant to the requirements of Section 12-10 of the Zoning Resolution definition of a "large scale general development" (such proposed improvement of the Subject Property hereinafter referred to as the ("**Large-Scale Development Project**"),

WHEREAS, Declarant intends that the Large-Scale Development Project will contain eleven (11) new residential, community facility, and commercial buildings that will contain affordable and moderate-income housing that incorporate sustainability and resiliency features on the Subject Property,

WHEREAS, Declarant intends to develop the Large-Scale Development Project in five phases, as set forth in Exhibit G,

WHEREAS, the Site Plan, as defined herein, for the Large-Scale Development Project includes a Private Street Network, attached as Exhibit H to provide for a better site plan and facilitate improved circulation within the superblock and in the neighborhood (the "**Private Street Network**"),

WHEREAS, Declarant intends to construct the Private Street Network in five phases, and all interim and final segments of the Private Street Network will be publicly accessible and privately maintained as set forth in this Declaration,

WHEREAS, the Site Plan for the Large-Scale Development Project, attached as Exhibit C, designates a portion of the Subject Property as Publicly Accessible Area that is to be constructed

and maintained by Declarant and accessible to the public as set forth in this Declaration (the "**Publicly Accessible Area**" or "**PAA**");

WHEREAS, in connection with the Large-Scale Development Project, Declarant filed an application with the New York City Department of City Planning ("**DCP**") for approval by New York City Planning Commission (the "**Commission**" or "**CPC**") of (1) a zoning map amendment to rezone Parcel 1 from an R5 and R5/C1-2 zoning districts to a C4-4 zoning district and Parcel 2 from a C8-1 to a C4-3A zoning district under Application No 190325 ZMQ, (2) zoning text amendments under Application No 190364 ZRQ to designate the Subject Property a Mandatory Inclusionary Housing area and permit a physical culture establishment as-of-right; (3) a special permit, pursuant to Zoning Resolution Section 74-743 to waive applicable yard requirements and height and setback regulations under Application No. 190366 ZSQ (the "**Large-Scale Special Permit**"), (4) a special permit, pursuant to Zoning Resolution Section 74-744(c)(1) to allow signage that exceeds the surface area requirements under Application No 190375 ZSQ, and (5) a City Map amendment to map a portion of Beach 52nd Street under Application No 190251 MMQ (collectively referred to as the "**Land Use Applications**"),

WHEREAS, the Commission acting as lead agency for the City Environmental Quality Review Application No 18DCP124Q conducted an environmental review of the Land Use Applications 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 issued a Notice of Completion for the Final Environmental Impact Statement (the "**FEIS**") prepared the Land Use Applications on September 13, 2019,

WHEREAS, at the time of the Commission's Approval of the Land Use Applications the Commission found, as required pursuant to SEQRA, that the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable and that the adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions of the decision certain project components related to the environment ("**PCREs**") and those Mitigation Measures, as defined herein, that were identified in the FEIS as practicable,

WHEREAS, to ensure that the development of the Subject Property pursuant to the Final Approval, as defined herein, is consistent with the analysis in the FEIS upon which the Commission has made its findings and that the development of the Subject Property incorporates certain PCREs and Mitigation Measures for potential significant adverse environmental impacts as conditions of the Commission's decision on the Land Use Applications, 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, Section 74-743(b)(10) of the Zoning Resolution requires that a declaration with regard to ownership requirements in paragraph (b) of the large-scale general development definition in Section 12-10 of the Zoning Resolution be filed with the Commission,

WHEREAS, pursuant to the certificate attached as Exhibit B 1 (the "**Title Company**") has certified that, as of the date of this Declaration, Declarant, Nominee and Wells Fargo Bank,

N A are the sole parties-in-interest (the "**Parties-in-Interest**") in the Subject Property, as such term is defined in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution,

WHEREAS, all Parties in Interest have either executed this Declaration or waived their rights to execute this Declaration by written instrument attached as Exhibit B 2, which instrument is intended to be recorded simultaneously with this Declaration;

WHEREAS, Declarant desires, on the terms and conditions herein, to restrict the manner in which the Subject Property may be developed, redeveloped, maintained, and operated now and in the future and intends these restrictions to benefit the Subject Property and all the land lying within a one-half mile radius of the Subject Property, and

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows

ARTICLE I

CERTAIN DEFINITIONS

For purposes of this Declaration, the following terms shall have the following meanings

"**Adjustments**" shall have the meaning set forth in Section 5 4(a)

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

"**Applicable Law**" shall mean all presently existing or hereafter enacted laws, orders, ordinances, rules, regulations and requirements of all federal, state, municipal, and local governments and their departments, agencies, commissions, boards, and officers, and any other governmental agency applicable to or having appropriate jurisdiction over the Subject Property or any portion thereof

"**Approval**" shall mean approval of the Land Use Applications by the Commission relating to the Large-Scale Development Project or otherwise with respect to the Subject Property

"**Association**" shall have the meaning set forth in Section 10 1 of this Declaration

"**Assessment Property**" shall have the meaning set forth in Section 10 5

"**Association Members**" shall have the meaning set forth in Section 10 3

"**Association Obligation Date**" shall have the meaning set forth in Section 10 1

"**Board**" shall have the meaning set forth in Section 9.1

"**Building**" **or** "**Buildings**" shall mean any one of the buildings shown on the Site Plan or all such buildings, as the context shall require

"**Building Permit**" shall mean the issuance of any permit by DOB 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, (iv) a New Building Permit, as defined herein, or (v) any other permit normally associated with the development of a building

"**Business Day**" shall mean any day other than a Saturday, Sunday, or other day on which banks in the State of New York are authorized or required by Applicable Law to be closed

"**CEQR**" shall have the meaning given in the Recitals to this Declaration

"**Chairperson**" shall mean the Chair of the Commission from time to time or any successor to the jurisdiction thereof

"**City**" shall mean the City of New York

"**City Council**" shall mean the City Council of the City of New York or any successor to the jurisdiction thereof

"**Commission**" or "**CPC**" shall have the meaning given in the Recitals to this Declaration

"**Construction Commencement**" shall mean the issuance of the first Building Permit by DOB to Declarant for the commencement of work to develop the Subject Property, in whole or in part, regarding the Large-Scale Development Project or any portion thereof

"**Coop/Condominium**" shall have the meaning set forth in Section 9 1(a)

"**Condominium Obligation Date**" shall have the meaning set forth in Section 9 1(a)

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

"**Declarant**" shall mean the named Declarant, the heirs, successors and assigns of the named Declarant, the Coops/Condominiums as set forth in Article IX, and the Association as set forth in Article X, except that (i) Declarant shall not include the holder of a mortgage or deed of trust on all or any portion of the Subject Property unless and until it succeeds to the interest or obligation of Declarant by purchase, assignment, foreclosure or otherwise, and (ii) Declarant shall only include a Coop/Condominium from and after the Coop/Condominium Obligation Date and the Association from and after the Association Obligation Date

"**Declaration**" shall have the meaning given in the Preamble to this Declaration

"**Development**" shall mean the construction of the Large-Scale Development Project

"**Delay Notice**" shall have the meaning set forth in Section 6 3 of this Declaration

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

"**DOE**" shall mean the New York City Department of Education or any successor to its jurisdiction

"**DOT**" shall mean the New York City Department of Transportation or any successor to its jurisdiction

"**DPR**" shall mean the New York City Department of Parks and Recreation or any successor to its jurisdiction

"**Effective Date**" shall mean the date on which this Declaration is recorded in the Register's Office following New York City Council's adoption of the Land Use Applications

"**Entity**" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, or association

"**FDNY**" shall mean the New York City Fire Department or any successor to its jurisdiction

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

"**FEIS Requirement**" shall mean any measure set forth in the FEIS that is required in order for the Commission to find in the Commission's Approval of the Land Use Applications that the action is one that avoids or minimizes adverse environmental impacts to the maximum extent practicable, and that the adverse impacts will be avoided or minimized to the maximum extent practicable by incorporating as conditions of the Approval PCREs and those Mitigation Measures that were identified in the FEIS as practicable

"**Final Approval**" shall mean approval of the Land Use Applications by the Commission pursuant to New York City Charter Section 197-c, which shall be effective on the date that the City Council's period of review has expired, unless (a) pursuant to New York City Charter Section 197-d(b), the City Council reviews the decision of the Commission approving the Land Use Applications and takes final action pursuant to New York City Charter Section 197-d approving or approving with modifications the Land Use Applications, in which event "Final Approval" shall mean such approval of the Land Use Applications by the City Council, or (b) the City Council disapproves the decision of the Commission and the Office of the Mayor files a written disapproval of the City Council's action pursuant to New York City Charter Section 197-d(e), and the City Council does not override the Office of the Mayor's disapproval, in which event "Final Approval" shall mean the Office of the Mayor's written disapproval pursuant to such New York City Charter Section 197-d(e) Notwithstanding anything to the contrary contained in this Declaration, "Final Approval" shall not be deemed to have occurred for any purpose of this Declaration if the final action taken pursuant to New York City Charter Section 197-d is disapproval of the Land Use Applications

"**Final Completion**" or "**Finally Complete**" shall mean the completion of all relevant items of work that remain to be completed after Substantial Completion

"**Final Street Network Plan**" shall mean plans of the complete Private Street Network and all Street Network Phases, which conform to the standards set by DOB for Builders Pavement Plans

"**Force Majeure Event**" shall include, but not be limited to (i) governmental restrictions, regulations or controls, (ii) enemy or hostile government action, civil commotion, insurrection, revolution, terrorism or sabotage, (iii) fire or other casualty; (iv) inclement weather substantially delaying construction of any relevant portion of the Subject Property, (v) failure or inability of a public utility to provide power, heat or light or any other utility service, (vi) strikes, lockouts or labor disputes, (vii) inability to obtain labor or materials or reasonable substitutes therefor (unless due to any act or omission of Declarant), (viii) acts of God, (ix) a taking of the whole or a portion of the Subject Property by condemnation or eminent domain, (x) denial to Declarant by any party of a right of access to any adjoining real property which right is vested in Declarant by contract or pursuant to applicable law, if such access is required to accomplish the obligations of Declarant pursuant to this Declaration, (xi) any undue material delay in the issuance of approvals by any department or agency of the City, the State of New York or the United States that is not caused by any act or omission of Declarant, (xii) underground or soil conditions that were not and could not reasonably have been foreseen by Declarant prior to their discovery or occurrence, (xiii) the pendency of any litigation relating to the Application or to the underlying sections of the Zoning Resolution, or (xiv) any other condition similar to the foregoing which are beyond Declarant's control

"**Governmental Authority**" shall mean any governmental authority (including any Federal, State, City, or County 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

"**HPD**" shall mean the New York City Department of Housing Preservation and Development, or any successor to its jurisdiction

"**Land Use Applications**" shall have the meaning set forth in the Recitals to this Declaration

"**Large-Scale Development Project**" shall have the meaning set forth in the Recitals

"**Large-Scale Special Permit**" shall have the meaning set forth in the Recitals

"**Maintenance Obligations**" shall refer to the totality of Declarant's obligations and consist of both of the PAA Maintenance Obligation and the Street Maintenance Obligation

"**Maintenance and Protection of Traffic Plan**" or "**MPT**" shall have the meaning set forth in Section 5 1(c)

"**Mayor**" shall mean the Mayor of the City of New York

"**Modification of Mitigation Measure**" shall have the meaning set forth in Section 5 9

"**Monitor**" shall mean the environmental monitor hired to ensure compliance with the PCREs set forth in Article V

"**Monitor Agreement**" shall mean the agreement between the Declarant and Monitor as set forth in Section 6 1(c)

"**Mitigation Measure**" shall mean the measures set forth in Article V and Exhibit F1-F2 that are required to mitigate the significant adverse impacts identified in the FEIS

"**Mortgage**" shall mean a mortgage given as security for a loan in respect of all or any portion of the Subject Property, other than a mortgage secured by any condominium unit or other individual residential unit located within the Subject Property

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

"**New Building Permit**" shall mean the issuance of a permit by DOB in the form a "New Building" Job type authorizing construction of a new Building

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

"**Notice of Final Completion**" shall have the meaning set forth in Section 6 4 of this Declaration

"**Notice of Substantial Completion**" shall have the meaning set forth in Section 6 2 of this Declaration

"**Offering Plan**" shall have the meaning set forth in Section 9 2

"**Open Space Mitigation Measure**" shall mean the measures set forth in Article V of this Declaration that are required to partially mitigate the significant adverse impacts on active open space identified in the FEIS

"**Open Space Mitigation Notice**" shall have the meaning set forth in Section 5 2(c)

"**Open Space Mitigation Interested Parties**" shall mean DPR and DCP

"**Operational Air Quality Mitigation Measure**" shall mean the measures set forth in Article V of this Declaration that are required to mitigate the significant adverse impacts on air quality identified in the FEIS

"**Operational Specifications**" shall have the meaning set forth in Section 4 5 of this Declaration.

"**Party-in-Interest**" shall have the meaning set forth in subdivision (d) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution

"**PCO**" shall mean a Permanent Certificate of Occupancy issued by DOB

"**Person**" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person as the context may require

"**Private Street Network**" shall have the meaning set forth in the Recitals

"**Project Components Related to the Environment**" or "**PCRE**" shall mean the measures set forth in Article V of this Declaration that are identified in the FEIS as components of the Large-Scale Development Project that are required to avoid impacts to the environment

"**Parcel 1**" shall have the meaning set forth in the Recitals to this Declaration

"**Parcel 2**" shall have the meaning set forth in the Recitals to this Declaration

"**Possessory Interest**" shall have the meaning set forth in Section 10 5(d)

"**Publicly Accessible Area**" **or** "**PAA**" shall have the meaning set forth in the Recitals

"**PAA Easement**" shall have the meaning set forth in Section 3 2 of this Declaration

"**PAA Maintenance Obligation**" shall have the meaning set forth in Section 3 4 of this Declaration

"**Phase**" shall mean any of the phases shown in the Phasing Diagram attached as Exhibit G

"**Register's Office**" shall mean the Register's Office of the City of New York, Kings County

"**School Mitigation Measure**" shall mean the measures set forth in Article V of this Declaration that are required to partially mitigate the significant adverse impacts on public elementary and intermediate schools identified in the FEIS

"**School Mitigation Notice**" shall have the meaning set forth in Section 5 3(d)

"**School Mitigation Interested Parties**" shall mean SCA and DOE

"**Scope of Work**" shall have the meaning set forth in Section 5 4(b)

"**Site Plan**" shall mean the plans and drawings set forth in Exhibit C and referred to in Article 2 2 of this Declaration

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

"**State**" shall mean the State of New York, its agencies, and instrumentalities

"**Subject Property**" shall have the meaning set forth in the Recitals to this Declaration

"**Substantial Completion**" or "**Substantially Complete**", with respect to the Publicly Accessible Area, shall mean that such Publicly Accessible Area has been constructed substantially

in accordance with the Site Plan, as same may be amended from time to time in accordance herewith, and has been completed to such an extent that all portions of the improvement may be operated and made available for public use An improvement may be deemed Substantially Complete notwithstanding that (a) minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed or (b) Declarant has not completed any relevant planting or vegetation or tasks that must occur seasonally With respect to segments of the Private Street Network, Substantial Completion or Substantially Complete shall mean that the street segments associated with a Street Network Phase, as defined herein, have been constructed substantially in accordance with the Street Final Plan and have been completed to such an extent that the street segments may be operated and made available for public use, notwithstanding minor or insubstantial items of construction, planting, or street furniture

"**Street Easement**" shall have the meaning set forth in Article IV of this Declaration.

"**Street Maintenance Obligation**" shall have the meaning set forth in Article IV of this Declaration.

"**Street Network Phase**" shall mean any of the phases shown in the Private Street Network Phasing Diagram attached as Exhibit H

"**Successor Declarant**" shall have the meaning set forth in Section 9 1(b)

"**TCO**" shall mean a Temporary Certificate of Occupancy issued by DOB

"**Title Company**" shall mean a title insurance company licensed to do business by the State of New York

"**Transportation Mitigation Measure**" shall mean the measures set forth in Article V of this Declaration that are required to partially mitigate the significant adverse impacts on transportation identified in the FEIS

"**Unit Interested Party**" shall have the meaning set forth in Section 9 1

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

ARTICLE II

DEVELOPMENT AND USE OF THE SUBJECT PROPERTY

2 1 Designation of the Large-Scale General Development Declarant hereby declares and agrees that, following the Effective Date, the Subject Property, if developed pursuant to the Large-Scale Special Permit, shall be treated as a large-scale general development site and shall be developed and enlarged as a single unit pursuant to the Zoning Resolution

2 2 Development of Large-Scale Development Site If the Subject Property is developed in whole or part in accordance with the Large-Scale Special Permit, Declarant covenants that the Subject Property shall be developed in substantial conformity with the following

plans prepared by Aufgang Architects, Terrain-NYC Landscape, and PHT Lighting Design Inc., approved as part of the Large-Scale Special Permit and attached in Exhibit "C" and made a part hereof (the "**Site Plan**")

C 190366 ZSQ

Drawing No.	Title	Last Date Revised
Z-001 00	Zoning Analysis	11/12/2019
Z-100.00	Zoning Lot Site Plan	11/12/2019
Z-110 00	Waiver Plan	11/12/2019
Z-111.00	Waiver Section	11/12/2019
Z-112 00	Waiver Section	11/12/2019
Z-113.00	Waiver Section	11/12/2019
L-100	Pedestrian Plaza Plan	05/06/2019
L-200	Pedestrian Plaza Planting Plan	05/06/2019
L-201	Pedestrian Plaza Planting Details	05/06/2019
L-300	Pedestrian Plaza Seating Plan	05/06/2019
L-301	Pedestrian Plaza Seating Details 1	05/06/2019
L-302	Pedestrian Plaza Seating Details 2	05/06/2019
L-303	Pedestrian Plaza Seating Parts Plan	05/06/2019
L-400	Pedestrian Plaza Grading and Paving Plan	05/06/2019
L-401	Pedestrian Plaza Grading and Paving Details	05/06/2019
L-500	Pedestrian Plaza Photometric Plan	05/06/2019
L-501	Pedestrian Plaza Lighting Cut Sheet	05/06/2019
L-600	Pedestrian Plaza Signs and Site Furnishing Details	05/06/2019
L-601	Pedestrian Plaza Play Area Part Plan	05/06/2019
L-602	Pedestrian Plaza Sections	05/06/2019

Drawing No.	Title	Last Date Revised
Z-001 00	Zoning Analysis	11/12/2019
Z-100 00	Zoning Lot Site Plan	11/12/2019
Z-120 00	Signage Details	11/12/2019

2 3 Submission of As-Built Drawings. Following the issuance of a Permanent Certificate of Occupancy for a Building, as-built drawings for the Building, associated segments of the Private Street Network, and the PAA, if applicable, shall be submitted to DCP The as-built drawings shall include the following Declarant's company name, address and telephone number, Subject Property's address, drawing date, the word "As-Built", and Declarant's signature

ARTICLE III

PUBLICLY ACCESSIBLE AREA

3 1 Construction of the Publicly Accessible Area

(a) Declarant shall construct the Publicly Accessible Area substantially in accordance with the specifications in Drawing No L-100-602 of the Site Plan attached in Exhibit C

(b) Declarant, at its sole cost and expense, shall diligently apply for and prosecute the applications for all City, State, and Federal permits and approvals to fully construct the Public Accessible Area.

(c) Declarant shall not accept a Temporary or Permanent Certificate of Occupancy, as set forth in Article VI, for Building E2 in Phase 4, as shown in Exhibit G, until the Chairperson has determined that the PAA is Substantially Complete

3 2 PAA Easement.

(a) Immediately upon the certification of Substantial Completion, Declarant grants the City and the general public a permanent, perpetual access easement over the entirety of the Publicly Accessible Area, subject to the terms of this Declaration, unobstructed from the surface of the Publicly Accessible Area to the sky, for the purposes of (i) passive recreational use by the general public and (ii) pedestrian access (the "**PAA Easement**")

(b) All liens, including but not limited to judgment liens, mortgage liens, mechanics' liens and vendees' liens, and all burdens, covenants, encumbrances, leases, licensees, easements, profits, security interests in personal property or fixtures, and all other interests subsequent thereto, excepting governmental tax liens and assessments and public utilities and easements, shall be subject and subordinate to the rights, claims, entitlements, interests, and priorities created by the PAA Easement as herein defined in Article 3.2(a)

3 3 Hours of Access

(a) The Publicly Accessible Area shall be open and accessible to the public each day of the week between 6 00 am to 10 00 pm all year

(b) Declarant may close the Publicly Accessible Area in order to (i) perform required maintenance, repairs, or replacements of the Publicly Accessible Area, or portions thereof, and shall notify the Chairperson of such closure no less than seven (7) days in advance and such notice shall set forth the area and duration of closure as well as confirm the posting of signs providing prior notice to the public at appropriate locations and entrances of the Publicly Accessible Area, (ii) perform required repair, restoration, rehabilitation, renovation, or replacement of pipes, utility lines or conduits or other equipment on or under the Publicly Accessible Area and shall notify the Chairperson of such closure no less than ten (10) days in advance and such notice shall set forth the area and duration of closure as well as confirm the posting of signs providing prior notice to the public at appropriate locations and entrances of the Publicly Accessible Area, or (iii) to make emergency repairs to mitigate hazardous site conditions or address other emergency conditions as specified in this Article, III

(c) In the event that the closure of the Publicly Accessible Area is required due to an emergency condition specified herein, Declarant shall notify the Chairperson of such closing and its expected duration as soon as practicable but in no event more than two (2) business days after such closure The notice to the Chairperson shall further specify which portion has been closed and describe the nature of the emergency or hazardous condition causing the closure Emergency conditions for which the Publicly Accessible Area may be closed, pursuant to Article 3 3(b), shall be limited to actual or imminent emergency situations, including security alerts, riots, casualties, disasters, or other events endangering public safety or property, provided that no such emergency closure shall continue for more than forty-eight (48) consecutive hours without Declarant having consulted with DOB or other agency and such agency confirming the continued closure of the Publicly Accessible Area

(d) In the event of a closure, pursuant to this Article, III, Declarant shall only close those portions of such areas which must or should reasonably be closed to effectuate the repairs or remediation, shall 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 shall, wherever reasonably possible, perform the needed work in such a manner that the public will continue to have access to the Publicly Accessible Area

3 4 Maintenance and Repair Declarant shall be solely responsible for the maintenance and repair of the PAA, and all such maintenance shall be performed in a good and worker-like manner (the "**PAA Maintenance Obligation**") The PAA Maintenance Obligation shall include but not limited to the following

(a) Cleaning

(i) Dirt, litter, and obstructions shall be removed as needed and leaves collected and removed as needed to maintain the Publicly Accessible Area in clean, neat, and good condition

(ii) All walkways, lighting, and all other improvements and facilities installed in the Publicly Accessible Area shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat, and good condition

(iii) Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface, promptly, with reasonable dispatch

(iv) Drains, sewers, and catch basins shall be cleaned regularly to prevent clogging

(v) Branches and trees damaged or felled by winds, ice, vandalism, or by any other reason whatsoever, shall be promptly removed

(vi) Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces no more than 24 hours after each snowfall or accumulation of ice

(b) Landscape Maintenance A maintenance program for the planted portions of the PAA shall be established, consisting of a "Spring Start-up Period" program, a "Season Closing Period" program, and a continuing maintenance program through the "Growing Season "

(i) Spring Start-Up Period The Spring Start-up Period shall commence on March 1st and terminate not later than the end of the second week of April of each calendar year The following work shall be undertaken and carried out annually during the Spring Start-up Period

(aa) Remove any winter protectives from trees, shrubs and other planting materials,

(bb) Remove all landscaping debris including leaves and dead branches,

(cc) Prune and trim trees that have overextended, dead or otherwise unsightly branches to maintain natural form,

(dd) Remove or destroy any weeds growing between paving blocks, pavement, and concrete areas,

(ee) Apply commercially available nitrogen rich fertilizer to trees, shrubs, planting materials and other lawn areas as appropriate,

(ff) Remove any sand deposited as a result of winter sandings,

(gg) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with specimens of substantially equal type and reasonable size, and

(hh) Reseed grassed areas as needed

(ii) Season Closing Period The Season Closing Period shall begin on October 1st and shall terminate not later than November 1st of each calendar year The following work shall be undertaken and carried out during the Season Closing Period

(aa) Rake and collect leaves,

(bb) Wrap trees, shrubs, and other plant materials as necessary to ensure adequate winter protection,

(cc) Apply commercially available nitrogen rich fertilizer to all lawn areas, and

(dd) Reseed grassed areas as needed

(iii) Growing Season The Growing Season shall commence at the end of the Spring Start-up period and shall terminate at the end of the Season Closing Period The following work shall be undertaken and carried out during the Growing Season·

(aa) Inspect trees on a regular basis and spray when necessary,

(aa) Water all trees, shrubs, plantings and grass areas as necessary to maintain in a healthy condition In extended periods of drought (i e , little precipitation/high temperatures for more than one week) ground cover, trees, shrubs and other plantings shall be thoroughly watered, subject to City or State regulations governing water usage,

(bb) Mow grassed areas on a bi-weekly basis, during periods of excessive growth, mowing shall occur on a weekly basis, reseed grassed areas as needed, and

(cc) Weed as needed, no less than on a bi-weekly basis

(c) Repairs and Replacements Declarant shall perform repairs and replacements as needed to maintain the Publicly Accessible Area in state of good repair and in compliance with the specifications set forth in the Site Plan Declarant shall exercise due diligence in commencing the repair or replacement of same as promptly as possible and completing the same within a reasonably expeditious time after commencement All repairs and replacements shall be performed in substantial compliance with the specifications set forth in the Site Plan and replacement materials shall match existing materials to the extent feasible Repairs shall include, but not be limited to, the following

(i) Benches or Other Seating Maintenance, including replacement of any broken or missing slats and painting, as necessary,

(ii) Walls or Other Barriers Any broken or materially cracked walls, or barriers shall be repaired or removed and replaced,

(iii) Paving All paved surfaces shall be maintained so as to be safe and attractive,

(iv) Signage All signs and graphics shall be maintained in good condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage or graphics,

(v) Painting· All items with painted surfaces shall be painted on an "as needed basis " Surfaces shall be scraped free of rust or other extraneous matter and painted to match the installed color,

(vi) Plant Materials and Trees Plant materials and trees that are dead, diseased and/or otherwise unhealthy shall be replaced with healthy specimens of substantially equal type and reasonable size, and

(vii) Construction Defects and Hazardous Conditions Declarant shall periodically inspect the Publicly Accessible Area for construction defects and hazardous conditions and shall promptly repair and remediate any construction defects or hazardous conditions, as well as implement any safety measures required on an interim basis to protect public safety

3 5 Signage Pursuant to Local Law 116 of 2018, the Publicly Accessible Area qualifies as a Privately Owned Public Space ("POPS"), and Declarant shall provide signage in accordance with the Site Plan

3 6 Private Easement Notwithstanding the provisions of this Article, III, the private easement, for the benefit of Peninsula General Nursing Home Corp dated 3/12/1971 and recorded 3/16/1971 in Reel 465 Page 647, located within the Large-Scale Development Project shall be maintained open and unobstructed as a right of way for vehicular access throughout Development and upon the completion of the Large-Scale Development Project in accordance with the terms of the recorded easement

ARTICLE IV

PRIVATE STREET NETWORK

4 1 Design and Construction

(a) Declarant shall, at its sole cost and expense, construct the Private Street Network, for the purpose of providing public pedestrian and general vehicular access, in accordance with an approved Final Street Network Plan that is consistent with the plans set forth in Exhibit H and which conforms to DOT and FDNY standards

(b) Declarant may construct the Private Street Network in five phases as set forth in Exhibit H If Declarant elects to build the Private Street Network in phases, Declarant shall construct the street segments within each Phase in accordance with the approved Final Street Network Plan for such Phase As a condition precedent to applying for Building Permits for any

Phase, the Chairperson must certify to DOB that a Final Street Network Plan has been submitted for the segment of the Private Street Network within such Phase (the "**Street Phasing Certification**")

(c) Declarant, at its sole cost and expense, shall diligently apply for and prosecute the applications for all City, State, and Federal permits and approvals to fully construct the Private Street Network

(d) Declarant shall not accept a Temporary or Permanent Certificate of Occupancy, as set forth in Article VI, for a Building within any Phase until the Chairperson has determined that the segment of the Private Street Network within such Phase is Substantially Complete

4 2 Street Easement The Private Street Network and any Substantially Completed Street Network Phase shall be accessible to the public at all times, except when required to be closed for repairs and in order to preserve private ownership in accordance with Section 4 7 Declarant grants to the City and general public a permanent, perpetual, and non-exclusive public access easement overall and any portion of the roadbed and sidewalks of the Private Street Network for public pedestrian and general vehicular use, subject to the terms and conditions of this Declaration, which shall be effective from and after Substantial Completion of all or any segment of the Private Street Network (the **"Street Easement"**) Notice of the of the Street Easement, which form must be approved by DCP, shall be separately recorded against the Subject Property to facilitate awareness of the public's right of way

4 3 Liens Declarant agrees that liens, including but not limited to judgment liens, mortgage liens, mechanics liens, and vendees' liens, shall be subject and subordinate to the rights, claims, entitlements, interests, and priorities created by the Street Easement

4 4 Use and Floor Area The Private Street Network, and each segment thereof, shall only be used for the purpose set forth in Section 4 1(a), unless otherwise approved by the City In no event shall any structure or building be constructed on or above any segment of the Private Street Network, as otherwise shown in the Site Plan Neither shall any excavation below the Private Street Network be authorized as otherwise shown in the Site Plan and approved by the City, except for the purposes of installing, repairing, or maintaining utilities, water, sewer, and drainage infrastructure However, the Private Street Network shall not be deemed to reduce the floor area (as defined in the Zoning Resolution) that may be developed on the Subject Property

4 5 Operational Requirements Declarant shall maintain the Private Street Network in full compliance with approved operational specifications, which shall include but not be limited to traffic control devices and parking regulations (the "**Operational Specifications**") As part of the Street Phasing Certification, the Chairperson, in consultation with DOT, shall approve the Operational Specifications for the subject Street Network Phase To ensure compliance with the Operational Specifications, Declarant's management company shall monitor and inspect daily all improved segments of the Private Street Network, for unlawful parking and cleanliness The Declarant shall also retain a towing company to promptly remove any illegally parked vehicles As a condition precedent to the issuance and acceptance of a TCO for any Building, Declarant shall execute agreements with a management company and a towing company, and the services

provided in the agreements shall commence no later than the date on which the first TCO for the Large-Scale Development Project is issued

4 6 Street Maintenance Obligation Declarant shall be solely responsible for monitoring the use of the Private Street Network and maintaining all Substantially Completed segments of the Private Street Network in a state of good repair and cleanliness (the "**Street Maintenance Obligation**") The Street Maintenance Obligation shall include but not be limited to the following

(a) Maintaining the paved surfaces in good repair,

(b) Monitoring street usage and compliance with the Operational Specifications,

(c) Maintaining streetlights,

(d) Clearing snow from the street at such times as the accumulated snowfall in any 12-hour period exceeds two inches,

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

(f) Maintaining signage indicating that the Private Street Network is privately owned and maintained, and

(g) Maintaining the traffic control devices and road markings as specified in the Operational Specifications.

4 7 Closure of Private Street Network Notwithstanding Section 4 2, Declarant may close all or any portion of the Private Street Network either (i) for the repair, restoration, rehabilitation, renovation or replacement of pipes, utility lines or conduits, or other equipment on or under Private Street Network or for the repair thereof, (ii) as may be approved by DOB or DOT in connection with work on any of the buildings in the Large-Scale Development Project, or (iii) in the event of an emergency or hazardous condition Except in cases of emergency, Declarant shall provide seven (7) Business Days prior notice to the public, DCP, and DOT of the temporary closure of any portion of the Private Street Network, by posting signs at appropriate locations In cases of emergency, Declarant shall provide such public notice as soon as practicable and shall promptly, but in no event more than two (2) Business Days after such closure, give notice to DOT and DCP that such portion has been closed, which notice shall describe the nature of the emergency or hazardous condition causing the closure, the portion to be closed and the anticipated duration thereof Emergency conditions, for which the Private Street Network may be closed pursuant to (iii) above, shall be limited to actual or imminent emergency situations, including but not limited to, security alerts, riots, casualties, disasters, or other events engendering public health, safety or property, provided that no such closure shall continue for more than twelve (12) consecutive hours without Declarant having consulted with DOT, and any direction by the New York City Police Department ("NYPD") or DOB regarding the emergency situation Declarant will close or permit to be closed only those portions of the Private Street Network which must or should reasonably be closed to effect the repairs, replacements or mitigation of hazardous site conditions to be undertaken, pursuant to (i), (ii), and (iii), above and will exercise due diligence in the performance

of such repairs, replacements, or mitigation such that they are completed expeditiously and the temporarily closed areas (or any portions thereof) are re-opened to the public promptly Notwithstanding other limitations contained in the Declaration, Declarant shall have the right to close all or any portions of the Private Street Network to the City and the general public one (1) Business Day in each year to preserve its ownership interest in such portions of the Private Street Network

4 8 Maintenance and Access Security Declarant shall, as a condition precedent to accepting a Temporary Certificate of Occupancy, as set forth in Article VI, either· (i) post or cause the posting with DOT a performance bond for the benefit of the City, in a form reasonably satisfactory to DOT and issued by a surety company licensed to do business in the State of New York, (ii) deposit with DOT one or more clean, irrevocable letters of credit, naming the City as beneficiary, in a form reasonably satisfactory to the City, or (iii) deliver to DOT other security reasonably acceptable to the City (the "**Maintenance Security**") The Maintenance Security shall be in an amount set at one hundred and twenty-five percent (125%) of an amount equal to the assessed cost, over a two-year period, of maintaining and performing the needed capital repairs for the full width and length of the street segments of the Private Street Network within Substantially Completed segment of the Private Street Network (the "**Assessed Maintenance Cost**") The Assessed Maintenance Cost shall be adjusted every five years to reflect changes in the CPI The Assessed Maintenance Cost, which includes but is not limited to street cleaning, pothole filling, drainage repair, sidewalk and signage repair, tree care, curb replacements, sidewalk reconstruction, roadway repaving, and replacement of both posted and painted signage, shall be submitted to DCP for approval If the Maintenance Security is not renewed at least thirty (30) calendar days prior to the expiration date of such Maintenance Security or if the City is informed in any way that the instrument of the Maintenance Security will be cancelled or will not be renewed, the City shall be entitled to draw down on the full amount of the Maintenance Security for the purpose of maintaining the Private Street Network Declarant shall promptly replenish any sums drawn down and used by the City for the maintenance of the Private Street Network so that the available Maintenance Security remains at the amount set herein

4 9 Right of Inspection During construction of the Private Street Network, the City upon one (1) Business Day's prior notice, shall have the right to inspect and determine whether the Private Street Network is being constructed in substantial conformance with the approved Final Street Network Plan

4 10 Right of Access The City, acting through DOT, in addition to any rights or remedies contained in Article VII of the Declaration, shall have the right to access the Private Street Network at all times the Private Street Network is open and at other times upon reasonable notice, for the purpose of inspecting the Private Street Network and determining Declarant's compliance with the terms of this Declaration or for any lawful purpose

4 11 Right of Access for Repairs The Declarant hereby grants the City, its agents, or its contractors, the right, upon five (5) Business Day's prior written notice, to enter the Private Street Network upon a Maintenance Default to perform Declarant's Street Maintenance Obligation until such time as Declarant resumes the performance of such obligations A "Maintenance Default" shall occur if Declarant has failed to perform any of its obligations relating to the Private Street Network under the Declaration, and if upon notice, in accordance with this Declaration,

Declarant has not commenced and diligently prosecuted efforts to effect a cure as provided in Article VII

4 12 Assumption of Liability Declarant shall assume all costs and liabilities arising from the construction, improvement, maintenance, and repair of the Private Street Network including, without limitation, all liabilities arising from the size, location, grade, design and configuration of the Private Street Network Actions taken by the City pursuant to this Article, IV, shall not constitute an assumption of responsibility or be construed as an implied or express acceptance by the City of the Private Street Network or any segment thereof under either the General City Law or any other law, upon the City exercising its Right to Repair set forth in Section 4 11, Declarant shall promptly resume its Street Maintenance Obligations

4 13 Waiver Declarant waives any right, cause of action or claim for damages against the City or any of its subdivisions, whether such right, cause of action or claim arises from the use of the Private Street Network in accordance with the terms of this Declaration or otherwise

ARTICLE V

ENVIRONMENTAL PROTECTION MEASURES

Declarant shall implement the following Project Components Related to the Environment ("**PCREs**") and Mitigation Measures in accordance with the FEIS and as further set forth in this Article, V To ensure the timely implementation of the PCREs and Mitigation Measures, the Phases shall be constructed in the numerical sequence specified in Exhibit G The PCREs, Mitigation Measures, and sequence of the Phases may be modified in accordance with the provisions of Section 5 9

5 1 Project Component Related to the Environment

(a) Construction Noise To avoid or minimize increases in noise levels at sensitive receptors in relation to construction of the Large-Scale Development Project, the Declarant shall implement the PCREs related to noise, as indicated on **Exhibit F-1**

(b) Construction Air Quality To avoid or minimize pollutant emissions in relation to construction of the Large-Scale Development Project, the Declarant shall implement the PCREs related to air quality, as indicated on **Exhibit F-1**

(c) Construction Transportation To avoid or minimize congestion and maintain pedestrian and vehicle safety in relation to construction of the Large-Scale Development Project, the Declarant shall prepare a plan of the proposed staging areas, temporary lane and sidewalk alterations on public streets, the duration such alterations will be implemented, the width and length of affected street segments, sidewalk protection measures for pedestrians on public streets, the location of flaggers to control trucks entering the Subject Property, and temporary fencing consistent with the FEIS (the "**Maintenance and Protection of Traffic Plan**" or "**MPT**") Declarant shall submit a MPT to DOT for review and approval, provided, however, that completion and submission of the MPT shall not be necessary for preliminary site work, unless DOT advises Declarant that a MPT is required.

(d) Timing of the PCREs The implementation of the construction PCREs must be confirmed by the Monitor, as defined herein, prior to Declarant accepting Building Permits for a Phase The Monitor shall separately confirm the implementation of the MPT prior to the start of construction for any Phase

(e) Appointment and Role of Independent Environmental Monitor

(i) Declarant shall, with the consent of DCP, retain a third party (the "**Monitor**") to oversee, on behalf of DCP, the implementation and performance by Declarant of the construction period PCREs and Mitigation Measures set forth in this Article, V, and Exhibits F1-F2 The Monitor shall be a licensed engineer, architect, general contractor or environmental consultant with significant experience in environmental management and construction management (or multiple persons or a firm employing such persons), including familiarity with the means and methods for implementing of the PCREs and Mitigation Measures

(ii) 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 DCP, such approval not to be unreasonably withheld, conditioned, or delayed Such agreement shall include provisions in a form acceptable to DCP 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 DCP, (ii) provide for appropriate DCP management and control of the performance of services by the Monitor, (iii) authorize DCP to direct the termination of services by the Monitor for unsatisfactory performance of its responsibilities under the Monitor 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 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 DCP, which concurrence shall not be unreasonably withheld or delayed If DCP fails to act upon a proposed Monitor Agreement within thirty (30) days after submission of a draft form of Monitor Agreement, the form of Monitor Agreement submitted shall be deemed acceptable by DCP and may be executed by Declarant and the Monitor The Monitor Agreement shall provide for the commencement of services by the Monitor prior to any demolition or excavation on the Subject Property and shall continue in effect at all times that construction activities are occurring on the Subject Property with respect to any Phase, until the issuance of temporary or permanent certificate of occupancies

(iii) The Monitor shall (i) assist and advise DCP with regard to the review of plans and measures proposed by Declarant for purposes of satisfying PCREs and Mitigation Measures, and (ii) provide reports of Declarant's compliance with the PCREs and Mitigation Measures during any period of construction The Monitor may at any time also provide Declarant and DCP with notice of a determination that a PCRE or Mitigation Measure has not been implemented, accompanied by supporting documentation establishing the basis for such determination, provided that any such notice shall be delivered to both parties The Monitor shall (x) have full access to the portion of the Subject Property then being developed (as referenced in the Monitor Agreement), subject to compliance with all generally applicable site safety

requirements imposed by law, pursuant to construction contracts, or imposed as part of the site safety protocol in effect for the Subject Property, (y) on reasonable notice and during normal business hours, be provided with access to all books and records of Declarant pertaining to the applicable portion of the Subject Property either on or outside the Subject Property which it reasonably deems necessary to carry out its duties, including the preparation of periodic reports, and (z) be entitled to conduct any tests on the Subject Property that the Monitor reasonably deems necessary to verify Declarant's implementation and performance of the PCREs and Mitigation Measures, 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 any of the Buildings and conducted in a manner that will minimize any interference with the Development The Monitor Agreement shall provide that Declarant shall have the right to require Monitor to secure insurance customary for such activity and may hold the Monitor liable for any damage or harm resulting from such testing activities

(iv) Declarant shall be responsible for payment of all fees and expenses due to the Monitor (including fees and expenses paid to sub-consultants engaged pursuant to this Section, 5 1(e), in accordance with the terms of the Monitoring Agreement

5 2 Environmental Mitigation Relating to Open Space

(a) The FEIS has identified a significant adverse impact to active open space that occurs upon occupancy of more than 1,244 residential units and that in order to partially mitigate the impact the Declarant shall provide the Open Space Mitigation Measure, as defined herein, in order to increase the active open space in the study area

(b) The Open Space Mitigation Measure shall consist either (i) under direction and with approval from DPR providing active recreation improvements to 1 67 acres of Rockaway Community Park, consistent with the 2014 Rockaway Parks Conceptual Plan, such active recreation improvements will consist of, but are not limited to, tennis courts, basketball courts, handball courts, and/or ballfields, or (ii) under direction and with approval from DPR, providing 1 67 acres of new publicly accessible active open space, in consultation with DCP, within the open space study area to serve the proposed population and offset the proposed project's impact on existing active open space (the "**Open Space Mitigation Measure**")

(c) Declarant shall give DPR at least two (2) months' notice prior to applying for Building Permits for any Building within Phase 4 of the Large-Scale Development Project as designated on Exhibit G, which together with all Development that has previously received a TCO or PCO, would result in the occupancy of more than 1,244 residential units on the Subject Property (the "**Open Space Mitigation Notice**") The Open Space Mitigation Notice shall include a proposed plan, developed by the Declarant in consultation with DPR, which demonstrates the proposed measure to mitigate the impact substantially in accordance with the FEIS and Section 5 2(b) Within thirty (30) days of receiving the Open Space Mitigation Notice, DPR shall certify whether the plan submitted in connection with the Open Space Mitigation Notice achieves the partial mitigation of active open space substantially in accordance with the FEIS and shall notify the Declarant whether DPR accepts or reject the Open Space Mitigation Measure

(d) Declarant shall not accept and DOB shall not issue a TCO or PCO, pursuant to Article VI, for any portion of the Large-Scale Development Project, which together would result in the occupancy of more than 1,244 new residential units on the Subject Property, unless and until DPR certifies to DOB that the Declarant has satisfied the Open Space Mitigation Measure If funding is the selected mitigation, such funds must be provided thirty (30) days prior to the Declarant's acceptance of a TCO or PCO for more than 1,244 dwelling units

(e) Notwithstanding anything to the contrary, if Declarant demonstrates to the satisfaction of the Chairperson that DPR failed to respond to the Open Space Mitigation Notice or certify the Open Space Mitigation Measure selected in accordance with the time periods set forth in Section 5 2(c), then Declarant shall have no further obligations under this Declaration or the FEIS relating to the Open Space Mitigation Measure

5 3 Environmental Mitigation Relating to Community Facilities

(a) The FEIS identified a significant adverse impact to public schools that occurs upon occupancy of more than 910 new non-senior residential units and that in order to fully mitigate the impact the Declarant shall, subject to the provisions set forth herein, increase the elementary school capacity in the study area by 162 seats and intermediate school capacity in the study area by 57 seats (the "**School Mitigation Measure**")

(b) The School Mitigation Measure shall consist of accommodating an increase in school capacity by up to 162 public elementary and 57 public intermediate school seats at school(s) in the school study area where such capacity increase is warranted (as determined by DOE/SCA) either by (i) providing funding to the DOE/SCA, (ii) performing work in accordance with SCA specifications and procurement processes, or (iii) in accordance with DOE/SCA approval, provide off-site land and/or fit-out annex space (up to core and shell) located either off- or on-site.

(c) Prior to implementation of the School Mitigation Measure, the Declarant may conduct an additional analysis, in accordance with the CEQR Technical Manual guidelines, to determine whether, based on the data available at the time of the additional analysis, the extent of the impacts and/or timing of when the impacts on public elementary and intermediate schools are projected to occur varies from that which had been identified in the FEIS Such additional analysis shall be submitted by Declarant to the SCA, DOE, and DCP for review prior to DOB issuing a TCO or PCO for the first Building constructed within Phase 2, as set forth in Exhibit G If the SCA and DOE, in consultation with DCP, as lead agency, determine, based on the additional analysis submitted by Declarant, that the extent of the impacts and/or timing of when the impacts are projected to occur varies from that set forth in the FEIS, the School Mitigation Measure shall be adjusted, up or down, accordingly

(d) Declarant shall give DOE and the SCA (the DOE and the SCA shall collectively be referred to as the "**School Mitigation Interested Parties**"), as well as the City Council Member for District 31, at least two (2) months' advance notice of Declarant's intention to apply for the first Building Permit for Phase 3 of the Large-Scale Development Project as designated on Exhibit G, which, together with all Development that has previously receive a TCO or PCO, would result in the occupancy of more than 910 non-senior residential units on the Subject Property (the "**School Mitigation Notice**") The School Mitigation Notice shall include a proposed plan,

developed by the Declarant in consultation with the School Mitigation Interested Parties, which demonstrates the proposed measure to mitigate the impact substantially in accordance with the FEIS and Section 5 3(d) Within thirty (30) days of receiving the School Mitigation Notice, subject to DCP concurrence, the School Mitigation Interested Parties shall certify whether the plan submitted in connection with the School Mitigation Notice achieves the full mitigation of school seats substantially in accordance with the FEIS and shall notify the Declarant whether they accept or reject the School Mitigation Measure

(e) Declarant shall not accept and DOB shall not issue a TCO or PCO, pursuant to Article VI, for any portion of the Large-Scale Development Project, which together with all Development that has previously received a TCO or PCO, would result in the occupancy of more than 910 new residential units for purposes of the required elementary school mitigation and 1,030 new residential units for purposes of the required intermediary school mitigation, unless and until the School Mitigation Interested Parties certify to DOB that the Declarant has satisfied the School Mitigation Measure If funding is the selected mitigation, such funds must be provided prior to the Declarant's acceptance of a TCO or PCO for more than 910 dwelling units

(f) Notwithstanding anything to the contrary, if Declarant demonstrates to the satisfaction of the Chairperson that the School Mitigation Parties failed to respond to the School Mitigation Notice or certify the School Mitigation Measure selected in accordance with the time periods set forth in Section 5 3(c), then Declarant shall have no further obligations under this Declaration or the FEIS relating to the School Mitigation Measure

5 4 Environmental Mitigation Relating to Operational and Construction Transportation

(a) Chapter 20 of the FEIS identifies mitigation measures to operational transportation impacts, including traffic and pedestrians, and construction-period traffic impacts, which measures are anticipated to be implemented in connection with each Phase of the Large-Scale Development Project, as more particularly set forth in Exhibit F2. To implement the Mitigation Measures, it will be necessary to determine (i) to what extent the FEIS-identified traffic, pedestrian, and construction-traffic mitigation measures (collectively referred as the "**Transportation Mitigation Measures**") will be needed and implemented as the Buildings within each Phase are constructed and occupied, and (ii) the need for any DOT-approved adjustments to the FEIS-identified traffic and pedestrian mitigation measures based on current conditions ("**Adjustments**"), provided that any such Adjustments shall be commensurate with the intended effects of the Transportation Mitigation Measures and shall be the most cost-effective measures available to reasonably achieve such intended effects

(b) Declarant shall not apply for and shall not accept a Building Permit regarding a Phase, unless and until DOT has approved a Scope Work for the Transportation Mitigation Measures, including any Adjustments, regarding (i) the installation of new signals at the intersections identified in connection with the Phase, including the installation of required conduits, (ii) restriping and other changes to lane geometries, and (iii) signal timing changes, in connection with completed Phases as well as during construction of each Phase, all as set forth in Exhibit F2 (the "**Scope of Work**") Upon approval by DOT of a Scope of Work, the Chairperson shall certify to DOB that the Scope of Work has been approved by DOT

(c) DOT shall make reasonable efforts to approve the Scope of Work within 90 days of receipt of proposed Scope of Work In reviewing the Scope of Work, to the extent that DOT deems unnecessary one or more specific Transportation Mitigation Measures in a particular Phase, Declarant shall continue to be obligated to include such measures in the Scope of Work for each subsequent Phase, unless otherwise determined by DOT

(d) Within thirty (30) days of the completion and seventy percent (80%) occupancy of all the Buildings within a Phase, Declarant shall notify DOT of Declarant's intent to perform the Transportation Mitigation Measures set forth in the Scope of Work Upon receipt of Declarant's notice to proceed with the implementation of the Scope of Work, DOT shall determine the needed warrant analysis to confirm the implementation of the Transportation Mitigation Measures set forth in the Scope of Work To the extent that a traffic control device is specified in a Builders Pavement Plan ("BPP"), DOT shall certify to DOB that Declarant cannot install such a device until a warrant analysis is performed and that DOB may issue a TCO, pending the completion of the needed warrant analysis if Declarant has complied with all other aspects of the BPP

(e) Declarant shall either pay DOT or the City for the ordinary and customary costs, if any, of improvements associated with the needed Transportation Mitigation Measures and/or Adjustments (including but not limited to the costs associated with the design, installation of the traffic signal(s), proposed geometric modifications, traffic signs and pavement markings removals/installations) or, if so directed by DOT, shall in good order implement such measures itself under DOT's direction and in compliance with DOT requirements for implementation. Declarant shall submit all the required drawings/designs as per AASHTO and DOT specifications to DOT for its review and approval and to other City agencies, as appropriate Any and all signal work shall be performed by an electrical contractor approved by DOT

5 5 Environmental Mitigation Relating to Operational Air Quality Declarant shall comply with the Operational Air Quality Mitigation Measures and timing of those measures set forth in Exhibit F-2 (the "**Operational Air Quality Mitigation Measure**")

5 6 Environmental Mitigation Relating to Construction Noise Declarant shall comply with the Construction Noise Mitigation Measures and timing of those measures set forth in Exhibit F-2 (the "**Construction Noise Mitigation Measure**")

5 7 Force Majeure Involving a PCRE or Mitigation Measure Notwithstanding any provision of this Declaration to the contrary, if Declarant is unable to perform a PCRE or Mitigation Measure required by the FEIS by reason of the occurrence of a Force Majeure Event, as determined by the Chairperson, pursuant to the procedures set forth in Section 6 3, then Declarant shall not be excused from performing such PCRE or Mitigation Measure that is affected by Force Majeure Event unless and until the Chairperson has made a determination in his or her reasonable discretion that the failure to implement the mitigation measure during the period of the Force Majeure Event, or implementing an alternative proposed by Declarant, would not result in any new or different significant environmental impact not addressed in the FEIS

5 8 Incorporation of FEIS Mitigation Measures If this Declaration inadvertently fails to incorporate a PCRE or Mitigation Measure set forth in the FEIS, such PCRE or Mitigation Measure shall be deemed incorporated herein by reference If there is any inconsistency between

the PCRE or Mitigation Measure set forth in the FEIS and in this Declaration, the PCRE or Mitigation Measure set forth in the FEIS shall be applicable

5 9 Innovation, Alternatives, Modifications Based on Further Assessments

(a) Innovation and Alternatives In complying with any PCRE or Mitigation Measure set forth in this Article, V, or in the FEIS, Declarant may, at its election, implement innovations, technologies, or alternatives that are or hereafter become available, which Declarant demonstrates to the reasonable satisfaction of DCP would result in equal or better methods of achieving the relevant PCRE or Mitigation Measure than those set forth in this Declaration (the "**Alternative Mitigation Measures**")

(b) Modifications Based on Further Assessments Where Declarant believes, in good faith, based on changed conditions, that the sequence of the Phases should be modified or that a PCRE or Mitigation Measure should not apply or be modified without diminishment of the environmental standards that would be achieved by implementation of the required phasing sequence and PCRE or Mitigation Measure, it shall set forth the basis for such belief in an analysis submitted to DCP (the "Section 5 9 Request") Following the delivery of a Section 5 9 Request, Declarant shall meet with DCP (and at DCP's option, the Monitor) to respond to any questions or comments on such request and accompanying materials and shall provide additional information as may reasonably be requested by DCP or the Monitor in writing in order to allow DCP to determine, acting in consultation with the Monitor and City agency personnel as necessary in relation to the subject matter of the Section 5 9 Request In the event that DCP determines that the required phasing sequence could be modified or that the relevant PCRE or Mitigation Measure should not apply or could be modified, Declarant may modify the phasing sequence or eliminate or modify the PCRE or Mitigation Measure consistent with the DCP determination, provided that Declarant records a notice of such change against the Subject Property in the Registers Office

ARTICLE VI

CERTIFICATES OF OCCUPANCY

6 1 Temporary Certificates of Occupancy

(a) Declarant shall not accept a TCO for any Building until the following conditions are met

(i) DCP has issued a Notice of Substantial Completion for the segments of the Private Street Network within the Phase that the Building is located and Declarant has provided the Maintenance Security and proof of the executed management and towing contracts in accordance with Article IV, and

(ii) The applicable Mitigation Measures set forth in Article V are determined to have been completed by the Chairperson, except if the implementation of such Mitigation Measures requires further analysis upon occupancy of such Building, in which case Declarant must have fulfilled its obligations to request the implementation of the Mitigation Measure

(b) Declarant shall not accept a TCO for Building E2 in Phase 4, as shown in Exhibit G, until DCP has issued a Notice of Substantial Completion for the PAA The TCO for Building E2 shall reflect the PAA space for the Large-Scale Development Project

(c) The TCO for any Building shall reflect the segments of the Private Street Network that must be provided within the Phase that the Building is located

(d) In the event that due to a Force Majeure Event Declarant has obtained a TCO, prior to completion of the conditions set forth in Section 6 1(a), upon cessation of the Force Majeure Event Declarant shall, as promptly as possible, satisfy the conditions of Section 6 1(a)

6 2 Notice of Substantial Completion

(a) Notification Declarant shall notify the Chairperson at such time as it believes that the PAA, if applicable, and segments of the Private Street Network for a Phase is Substantially Complete and shall request that the Chairperson certify to DOB the Substantial Completion of the PAA and segments of the Private Street Network

(b) Initial Review No later than thirty (30) days after the receipt of the notification set forth in Section 6 2(a), the Chairperson shall either (i) issue a Notice of Substantial Completion, or (ii) deliver to Declarant written notice setting forth the reasons why the PAA, if applicable, and segments of the Private Street Network within the Phase are not Substantially Complete and the items that need to be completed in order to determine that the PAA and segments of the Private Street Network within the Phase are Substantially Complete

(c) Subsequent Review Upon completing the outstanding work specified by the Chairperson based on the Initial Review, Declarant shall notify the Chairperson of such completion No later than twenty (20) calendar days of the receipt of such notice, the Chairperson shall either (i) issue a Notice of Substantial Completion, or (ii) notify Declarant in writing of items that have not been completed or satisfactorily performed This process shall continue until the Chairperson has issued a Notice of Substantial Completion

6 3 Force Majeure In the event that Declarant is unable to Substantially Complete the PAA or segment of the Private Street Network by the time a Building is ready for a TCO, as a result of a Force Majeure Event, then Declarant shall notify DCP as soon as Declarant learns of such circumstances. Declarant's written notice (the "**Delay Notice**") shall include a description of the condition or event, its cause and probable duration (if known to Declarant), and in Declarant's reasonable judgment, the impact it is reasonably anticipated to have on the completion of the item of work The Chairperson shall, within ten (10) calendar days of its receipt of the Delay Notice, either (i) certify in writing that a Force Majeure Event has occurred, or (ii) notify Declarant that it does not reasonably believe a Force Majeure Event has occurred, in which case the Chairperson shall state with particularity the reasons it believes Force Majeure has not occurred Such certification or notice shall constitute a final determination Upon a determination that a Force Majeure Event has occurred, the Chairperson shall grant Declarant appropriate relief for such delay, including certifying in writing to the DOB that the Chairperson has no objection to the issuance of a TCO for all or part of the building(s) in the Large-Scale Development Project Any delay caused as the result of a Force Majeure Event shall be deemed to continue only as long as

the Force Majeure Event is continuing Upon cessation of the events causing such delay, the Declarant shall promptly recommence the PAA Work As a condition of granting such relief, DCP may require that Declarant post a bond or other security in a form and amount reasonably acceptable to DCP in order to ensure that the PAA Work is Substantially Completed and that all other requirements of Section 6 1 or 7 1, as applicable, are satisfied Such security shall be in a sum equal to 150% of the cost of the remaining work in order to Finally Complete such Publicly Accessible Area Such estimated cost is subject to the reasonable approval of DCP Declarant shall be obligated to Substantially Complete or Finally Complete construction within the period of time specified in the Delay Notice, or such lesser period of time as DCP reasonably determined in the Delay Notice, 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 DCP, DCP may grant additional time for Substantial Completion or Final Completion, as the case may be

6 4 Permanent Certificates of Occupancy Declarant shall not accept a Permanent Certificate of Occupancy from DOB for any building on the Subject Property until the Chairperson certifies to Declarant and DOB that the PAA, if applicable, and segments of the Private Street Network, within the Phase corresponding to building Declarant is seeking a Permanent Certificate of Occupancy is Finally Complete, subject to the following provisions

(a) Notification. Declarant shall notify the Chairperson at such time as it believes that the PAA, if applicable, and segments of the Private Street Network within a Phase are Finally Complete and shall request that the Chairperson certify to DOB the Final Completion of the PAA and segments of the Private Street Network within such Phase

(b) Initial Review No later than thirty (30) days after the receipt of the notification set forth in Section 6 4, the Chairperson shall either (A) issue a Notice of Final Completion, or (B) deliver to Declarant written notice setting forth the reasons why the PAA and segments of the Private Street Network are not Finally Complete and the items that need to be completed in order to determine that the PAA and segments of the Private Street Network within the Phase are Finally Complete

(c) Subsequent Review Upon completing the outstanding work specified by the Chairperson to achieve Final Completion, Declarant shall notify the Chairperson of such completion No later than twenty (20) calendar days of receipt of such notice, the Chairperson shall either (A) issue a Notice of Final Completion, or (B) notify Declarant in writing of items that have not been completed or satisfactorily performed This process shall continue until the Chairperson has issued a Notice of Final Completion

(d) The applicable Mitigation Measures set forth in Article V are determined to have been completed by the Chairperson, except if the implementation of such Mitigation Measures requires further analysis upon occupancy of such Building, in which case Declarant must have fulfilled its obligations to request the implementation of the Mitigation Measure

ARTICLE VII

ENFORCEMENT

7 1 Enforcement by the City

(a) Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein

(b) No person or entity other than the Declarant, its successors and assigns, or the City shall have any right to enforce the provisions of this Declaration Nothing contained herein shall be deemed to allow any other person or entity, public or private, any interest or right of enforcement of any provision of this Declaration or in any attached exhibits, including any claim by any public or private landowner to be the beneficiary of an easement appurtenant to lands adjoining the Subject Property which could or might be affected by the enforcement of the provisions of this Declaration with respect to the Subject Property

(c) In the event of a failure to cure, upon notice, a breach of the restrictions, covenants, easements, obligations, and agreements herein, the City shall have the right to pursue enforcement of this Declaration and seek any remedy herein provided against any party that constitutes a Declarant at the time in question, including any Association Members as defined in Section 10 3, subject to the limitations set forth in Section 10 5(f)

7 2 Additional Remedies Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein

7 3 Enforcement by Declarant Declarant shall have the right to pursue any remedy available to Declarant, both administrative and judicial and at law and equity, to enforce its rights under this Declaration

7 4 Notice and Cure

(a) If Declarant fails to perform any of its obligations under this Declaration, the City shall give Declarant and Mortgagee thirty (30) days written notice of such alleged default, during which period Declarant shall have the opportunity to cure the noncompliance If the City finds that Declarant has diligently commenced and prosecuted efforts to cure the noncompliance during such thirty (30) day period, then the aforesaid thirty (30) day period shall be extended for so long as Declarant continues to proceed diligently with curing the noncompliance

(b) Notwithstanding the foregoing, in the event of a denial of public access of an ongoing nature or interference on a continuing basis with the City's rights pursuant to this Declaration, the City may immediately exercise any and all of its rights hereunder, including but not limited to the issuance of violations and seeking a mandatory injunction; in such an event, the notice and cure provisions of this Section, 7.4(a), shall not apply

7 5 Default

(a) In the event that any alleged default has not been cured or there is a denial of public access as set forth in this Article, the City shall be entitled to draw down on the Maintenance Security and to apply such monies to cure such defaults and shall be entitled to any other remedy available in law or at equity If the City has drawn down the Maintenance Security, Declarant shall within five (5) business days post a new Maintenance Security replacing the Maintenance Security drawn down by the City Nothing set forth herein shall prevent the City from curing a default, in accordance with this Article, prior to drawing down on the Maintenance Security and then drawing down on the Maintenance Security to the extent necessary to reimburse or otherwise pay for such expenses incurred

(b) If, upon or after Substantial Completion of the Private Street Network, Owner fails to timely post and/or maintain the Maintenance Security and such failure has not been cured as set forth in this Article, then, in addition to any other remedy provided herein, Declarant shall be liable to the City for liquidated damages in the cash amount of $1000 per day for every calendar day or part thereof that a failure to provide the Maintenance Security continues Declarant acknowledges that (i) said cash amount is reasonable in proportion to the probable damages likely to be sustained by the City if Declarant fails to comply with the terms of this Declaration, (ii) the amount of actual damages to be sustained by the City in the event of such failure is incapable of precise estimation, and (iii) such payment does not constitute a penalty or punitive damages for any purposes

ARTICLE VIII
MISCELLANEOUS

8 1 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 restriction and obligation to develop and enlarge the Subject Property as a large-scale general development as set forth herein

8 2 Binding Nature, Successors and Assigns

(a) The provisions of this Declaration shall be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors, legal representatives and assigns of Declarant to the Subject Property, including Mortgagee, and references to Declarant shall be deemed to include such heirs, successors, legal representatives and assigns as well as the successors to their interests in the Subject Property, subject to the further provisions of this Section, 8 2. 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

(b) Notwithstanding anything to the contrary contained in this Declaration, in the event that any building in the Large-Scale Development Project is converted to condominium or cooperative corporation forms of ownership, the Coop/Condominium, as defined herein, and any Unit Interested Party (except that where the Declarant or any successor in interest to 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 Area and Private Street Network

(c) Notwithstanding the provisions of Section 8 2(b), in the event that a temporary or permanent certificate of occupancy has been issued for any portion of the Large-Scale Development Project prior to the receipt of a Notice of Substantial or Final Completion due to Force Majeure, the Declarant that developed such portion of the Large-Scale Development Project that was allowed to proceed due to the Force Majeure event shall remain obligated as Declarant until a Notice of Final Completion has been issued

8 3 Parties in Interest As of the date hereof, the Title Company has determined that there has been no change in the certification attached as Exhibit B and Declarant represents and warrants that the Parties in Interest listed in Exhibit B are the only known Parties in Interest in the Subject Property as of the date hereof

8 4 Counterparts. This Declaration may be executed in one or more counterparts, each of which shall be an original and all of which, together, shall constitute one agreement

8 5 Recordation Declarant shall File and record this Declaration in the Office of the City Register of the City of New York (the "**Register's Office**"), indexing it against the Subject Property within five (5) business days of the New York City Council's approval or approval with modifications of the Land Use Applications by an affirmative vote or by operation of law as set forth in New York City Charter Section 197-d (such date hereinafter referred to as the "**Recording Date**") Declarant shall promptly provide to the Chairperson of the CPC a copy of the Declaration as recorded, so certified by the City Register If Declarant fails to so record this Declaration by the Recording Date, CPC may record a duplicate original of this Declaration, but all costs of recording, whether undertaken by Declarant or by CPC, shall be borne by Declarant

8 6 Effective Date This Declaration and the provisions and covenants hereof shall become effective as of the date of recordation of this Declaration in accordance with Section 8 5 above

8 7 Notice

(a) All notices, demands, requests, consents, approvals, and other communications (collectively referred to as "**Notice**") which may be or are permitted, desirable, or required to be given under this Declaration shall be in writing and shall be sent or delivered as follows

(1) if to Declarant
to the address at the commencement of this Declaration

Attention.
Daniel Moritz
c/o The Arker Companies
1044 Northern Boulevard
Roslyn, New York

with a copy to
Akerman LLP
666 Fifth Avenue
New York, NY 10103

Attention Jaclyn Scarinci, Esq

(ii) if to CPC
New York City Planning Commission
120 Broadway, 31st Floor
New York, New York 10271

Attention Chairperson
with a copy to
the General Counsel of CPC at the same address

(iii) if to a Mortgagee

Wells Fargo Bank, N A
150 East 42nd Street, 36th Floor
New York, NY 10017
Attention Monica Mutharika

at the address provided in writing to CPC in accordance with this Declaration

(b) Declarant, CPC, any Party in Interest, and any Mortgagee may, by notice provided in accordance with this Section, 8.8, change any name or address for purposes of this Declaration In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners (A) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall he deemed delivered for all purposes hereunder five days after being actually mailed, (B) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes on the date that the Notice was received or was refused, or (C) delivered by hand, in which case the Notice will be deemed delivered for all purposes on the date that the Notice was received All Notices from CPC to Declarant shall also be sent to every Mortgagee of whom CPC has notice, and no Notice shall be deemed properly given to Declarant without such notice to such Mortgagee(s) In the event that there is more than one Declarant at any time, any Notice from the City or the CPC shall he provided to all Declarants of whom CPC has notice

8 8 Applications

(a) Declarant shall include a copy of this Declaration with any application for a Building Permit for any portion of the Large-Scale Development Project subject to the Large-Scale Special Permit Nothing in this Declaration herein shall be construed to prohibit or preclude Declarant from filing for, or DOB from issuing, any permit for all or any portion of the Large-Scale Development Project, in such phase or order as Declarant sees fit in Declarant's sole discretion

(b) Nothing in this Declaration shall be construed to prevent Declarant or any of Declarant's successors or assigns from making any application of any sort to any governmental agency or department (each an "**Agency**") in connection with the development of the Subject Property, provided, that Declarant shall include a copy of this Declaration in connection with any application for any such discretionary approval, and provided that nothing in this Section, 8 9(b), shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City

8 9 Severability In the event that any of the provisions of the Declaration shall be deemed, decreed, adjudged, or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be in full force and effect

8 10 Applicable Law This Declaration shall be governed and construed by the laws of the State of New York, without regard to principles of conflicts of law

8 11 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

ARTICLE IX

CONDOMINIUMS AND COOPERATIVE CORPORATIONS

9 1 Filing Requirements

(a) In the event that any part of the Large-Scale Development Project shall be subject to a condominium declaration, or if any part of the Large-Scale Development Project shall be owned or otherwise held by a cooperative corporation in accordance with the provisions of the laws of the State of New York (in either instance, referred to herein as the "**Coop/Condominium**," and such term shall refer to either organizational form), from and after the date the declaration of condominium has been recorded in the Office of the City Register, or the date that the Large-Scale Development Project (or some portion thereof) shall be in title to the cooperative corporation (the "**Coop/Condominium Obligation Date**"), under the directorship of a duly elected or appointed Board of Directors or Board of Managers, as the case may be (the "**Board**"), the Coop/Condominium shall thereafter be deemed to be a Declarant under this Declaration The owners of the shares of stock of the cooperative corporation, the holder of a lien encumbering any such shares, the holder of a proprietary lease or of any other right to occupancy or other interest therein, the owner of any residential or commercial unit in the condominium, or the holder of a lien encumbering any such condominium unit and the holder of any lease, right of occupancy or any other interest in such condominium unit, or the holder of any Affordable Housing Unit (each of the foregoing, hereinafter, a "**Unit Interested Party**") shall not be deemed to be a Declarant or a Party in Interest, except to the extent that such Unit Interested Party was a Declarant and retains the right under Applicable Law to control the Board In the event that a Declarant becomes a Unit Interested Party and the PAA and Private Street Network are not Finally Complete, such party shall continue to be deemed a Declarant irrespective of Board control

(b) The initial Declarant or any successor entity to the balance and entirety of Declarant's fee interest in the Subject Property (the "**Successor Declarant**"), together with the Coop/Condominium, shall be considered Declarants until all Phases of the PAA and Private Street Network are Finally Complete At such time as Declarant or the Successor Declarant no longer holds a fee interest in the Subject Property (unless such interest is solely that of a Unit Interested Party and Declarant no longer retains the right to control the Board) and provided that all Phases of the PAA and Private Street Network are Finally Complete, the initial Declarant or the Successor Declarant shall no longer be deemed a Declarant, and the Coop/Condominium shall be deemed to be the sole Declarant and Party in Interest under this Declaration, subject to the provisions of Article XI In such event, the Board of the Coop/Condominium shall be the sole party with any right to amend, modify, cancel, revise or otherwise change the Declaration, or make any application therefor, subject to the provisions of Article XI

(c) Each and every Unit Interested Party hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Declaration by the Board, (y) waives and subordinates any rights it may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominates, constitutes and appoints the Board its true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration and exhibits hereto

(d) From and after the Association Obligation Date (hereinafter defined) (i) the Board of any Coop/Condominium shall be responsible for satisfying its obligations as an Association Member (hereinafter defined), and (ii) any Coop/Condominium shall continue to be considered a Declarant, provided that (x) prior to Final Completion of all Phases of the PAA and Private Street Network, any party that constitutes a Declarant under this Article or Article X shall be jointly and severally responsible for the construction and Final Completion of the PAA and Private Street Network, and (y) upon Final Completion of all Phases of the PAA and Private Street Network, the liability of any Coop/Condominium that is a Declarant shall be limited to the extent of its proportionate share of the Maintenance Obligations assessed by the Association pursuant to Article X.

9 2 Offering Plans Upon the marketing and sale of securities appurtenant to units in a Coop/Condominium constructed or otherwise included in the Large-Scale Development Project as is contemplated in this Article, a summary of the terms of this Declaration shall be included in any offering plan or "red herring" issued in connection therewith (the "**Offering Plan**") Such Offering Plan shall clearly identify the rights and obligations of the unit owners or the owners of shares of stock in the cooperative corporation, as the case may be, under this Declaration, as well as the obligations of the Association Members (hereafter defined) with respect to the assessment of maintenance fees for the ongoing operation and maintenance of the PAA and Private Street Network The cost of maintenance of the Public Access Area and the obligations of the Coop/Condominium under this Declaration are essential elements of the City actions permitting the development of the Large-Scale Development Project in accordance with the provisions of this Declaration, and in accordance with any other approvals granted by the City, shall be described in any Offering Plan and copies of the Declaration shall be provided as exhibits thereto

9 3 Common Elements Any condominium declaration shall, upon filing, contain provisions describing all areas covered in the PAA and Private Street Network as "common elements," as that term is constructed under RPL 339-I, or, alternatively, as elements owned jointly by multiple Coops/Condominiums on the zoning lot in their capacity as members of a Property Owners' Association, for which Unit Interested Parties are obligated to pay assessments, as provided in Article X

9 4 Estoppel Declarant shall certify in writing to the Chairperson, or any individual succeeding to its position, that all governing documents of the Coop/Condominium are in full compliance with the requirements of this Declaration and shall provide the Chairperson with copies of such governing documents within ten (10) days of the AG's acceptance for filing of the Offering Plan for such Coop/Condominium If Declarant fails to comply with the provisions of this Section 9 5, the City may proceed with any available enforcement measures

ARTICLE X

PROPERTY OWNER'S ASSOCIATION

10 1 Property Owner's Association If the Subject Property is subdivided and conveyed to multiple fee owners and/or ground lessees, Declarant shall cause one property owner's association (the "**Association**") to be organized, pursuant to the provisions of 13 NYCRR Article 22, to assume all Maintenance Obligations The obligations of the Associations under this Declaration shall commence on the date that a Declaration of Covenants, Restrictions and Easements establishing the Association is recorded in the Register's Office (the "**DCRE**") (the "**Association Obligation Date**"), at which time the Associations shall be deemed a Declarant

10 2 Obligations The Association shall be established for, among other things, the purposes of assuming the Declarant's performance of the Maintenance Obligations as set forth in this Declaration In the event that all Phases of the PAA and Private Street Network are not Finally Complete, it shall remain the responsibility of individual Association Members to Finally Complete the PAA and Private Street Network

10 3 Members

(a) The members of the Association (the "**Association Members**") shall consist of (a) the fee owners and/or ground lessees of any portion of the Subject Property that has not been developed as or converted to a Coop/Condominium, and (b) the Boards of any portion of the Subject Property which is developed as or converted to a Coop/Condominium

(b) Each Member hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Declaration, relating to the PAA and Private Street Network, by the Association, (y) waives and subordinates any rights it may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominates, constitutes and appoints the Association its true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration and Exhibits hereto relating to the PAA and Private Street Network

(c) Each Member, by acceptance of a deed or lease for a portion of the Subject Property, shall, whether or not the covenant is expressed in such deed or lease, be deemed to have consented to pay all assessments which may be imposed by the Association on the parcel owned or leased by such Member, as set forth herein

10 4 Powers Declarant shall cause the Association to be established with the power and authority to

(a) Maintain, repair and operate the PAA and Private Street Network to the extent required by this Declaration, and the terms of any license, easement or other agreement that may hereafter be executed between or among DCP, DOT, and Declarant with respect to the PAA and Private Street Network,

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

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

(d) bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to this Article X,

(e) exercise any of its duties or obligations pursuant to this Declaration without seeking the consent of any Unit Interested Parties, and

(f) 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 or New York State Business Corporation Law, or the rules and regulations promulgated by the Department of Law for the regulation of homeowners' (property owner's) Associations, as the case may be

10 5 Assessments

(a) The Association shall assess real property constituting each Coop/Condominium or fee parcel within the Subject Property (the "**Assessment Property**") for its proportionate share of the Maintenance Obligations as provided in the DCRE, in order to obtain funds for the performance of the obligations of Declarant pursuant to this Declaration The Assessment Property shall be assessed on a reasonable prorated basis as determined by Declarant, in compliance with Applicable Law For Association Members who are Boards, a reasonable basis for such proration shall be conclusively established if the AG accepts for filing an offering plan for the sale of interests in such Association and the Coop/Condominium, as applicable, which plan describes such proration The Boards of each Coop/Condominium shall collect such assessments from the owners of individual residential or commercial units for delivery to the Association in accordance with the DCRE and the governing documents of each Coop/Condominium

(b) Each periodic assessment by the Association, together with such interest, costs and reasonable attorney's fees as may be assessed in accordance with the provisions of this Declaration, shall be the obligation of the Association Members against whom the assessment is charged at the time such assessment falls due and may not be waived by such Association Member

(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 a Board, 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 for unpaid maintenance or common charges The periodic assessments charged to an Association Member which is a Board 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 by acceptance of a deed or a lease to a portion of the Subject Property, thereby agrees to the provisions of this Section, 10 5 Any unit owner may eliminate the Association's lien described above on his or her unit by payment to the Condominium 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 may waive or otherwise escape liability for the assessments provided for herein by non-use of the Public Access Area or abandonment of the Association's property, or by renunciation of membership in the Association, provided, however, that an Association Member's liability with respect to future assessments shall end upon the valid sale or transfer of such Association Member's interest in the Subject Property

(d) Association Members who may be assessed for the Maintenance Obligations shall not include the holder of a mortgage or other lien encumbering (i) the fee estate in the Subject Property or any portion thereof, (ii) the lessee's estate in a ground lease of all or substantially all of the Subject Property or all or substantially all of any parcel or portion thereof, or (iii) any single Building, unless and until any such mortgagee succeeds to either (x) a fee interest in the Subject Property or any portion thereof or (y) the lessee's estate in a ground Lease of all or substantially all the Subject Property or all or substantially all of any Parcel or portion thereof (the interests described in sub-clauses (x) or (y) immediately preceding being each referred to as a ("**Possessory Interest**") by foreclosure of the lien of the mortgage or other lien or acceptance of a deed or other transfer in lieu of foreclosure or exercise of an option to convert an interest as mortgagee into a Possessory Interest in any such fee or ground leasehold estate in the Subject Property or by other means permitted under Applicable Law from time to time and no such mortgagee or lien holder shall be liable for any assessment imposed by the Association pursuant to this Article 14 until the mortgagee or lien holder succeeds to such Possessory Interest

(e) Upon acceptance of an Offering Plan for the sale of membership interests in the Association by the AG, the Association shall certify in writing to the Chairperson or any individual succeeding its position, that all governing documents of the Association are in full compliance with the requirements of this Declaration and shall provide the Chairperson of such governing documents If Declarant fails to comply with the provision of this Section, 10 5, the City may proceed with any available enforcement measures

(f) Association Members shall be considered Declarants Notwithstanding the foregoing, upon Final Completion of all Phases of the PAA and Private Street Network, the liability of any Association Member shall be limited to such Association Member's proportionate share of the Maintenance Obligations assessed by the Association pursuant to Section 10 5(a) In

the event of a default by the Association, the City shall, prior to enforcing any rights against any Association Members, seek enforcement against the Association and, if applicable, the initial Declarant or a Successor Declarant, pursuant to the notice and cure provisions of Section 7 4

10 6 Deed References Every deed conveying title to, or a partial interest in, all or a portion of the Subject Property, every lease of all or any portion of the Subject Property, each condominium declaration, or bylaws relating to any portion of the Subject Property shall contain a recital or other provision that (a) the Association Member is liable for its pro rata share of the assessment by the Association and the obligation to make such payments is binding on such Association Member, and (b) the construction and maintenance of the PAA and Private Street Network and all other obligations of the Association under this Declaration are essential elements of the City actions permitting the development of the Subject Property

ARTICLE XI

AMENDMENT, MODIFICATION & CANCELLATION

11 1 This Declaration may be modified, amended or canceled only upon application by Declarant and subject to the approval and upon express written consent of the Commission or an agency succeeding to the Commission's jurisdiction, and no other approval or consent by any other public body shall be required for such modification, amendment or cancellation

11 2 Notwithstanding anything to the contrary contained in Section 11 1 hereof, any change to this Declaration proposed by Declarant and submitted to the Chairperson, which the Chairperson deems to be a minor modification of this Declaration, may, by express written consent, be approved administratively by the Chairperson and no other approval or consent shall be required from the Commission, any public body, private person or legal entity of any kind

11 3 A modification to a PCRE or Mitigation Measure pursuant to Section 5.9 of this Declaration shall not require a modification of this Declaration

11 4 Notwithstanding anything to the contrary contained in this Declaration, for so long as Declarant (including any successor to its interest as fee owner of all or any portion of the Subject Property, other than a Unit Interested Party) shall hold any fee interest in the Subject Property, or any portion thereof, (i) all Unit Interested Parties, (ii) all boards of managers of any condominium or cooperative 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

11 5 Notwithstanding anything to the contrary contained in this Declaration, if all Final Approvals given in connection with the Land Use 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 has been taken within the applicable statutory period provided for such appeal, then, upon entry of said judgment or the expiration of the applicable statutory period for such appeal, this Declaration shall be cancelled and shall be of no further force or effect and an instrument discharging it may be recorded Prior to the recordation of such instrument, Declarant shall notify the Chairperson of Declarant's intent to discharge this Declaration and request the Chairperson's approval, which approval shall be limited to insuring that such discharge and termination is in proper form and provides that the proper provisions which are not discharged survive such termination Upon recordation of such instrument, Declarant shall provide a copy thereof to the Chairperson so certified by the Register's Office If some of the Final Approvals given in connection with the Land Use Applications are declared invalid, then Declarant may apply for modification, amendment or cancellation of this Declaration

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

PENINSULA ROCKAWAY LIMITED PARTNERSHIP, a New York limited partnership

By _____
Name Daniel Moritz
Title Authorized Signatory

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On the 14th day of November, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Moritz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

_____
Notary Public

JACLYN SCARINCI
NOTARY PUBLIC-STATE OF NEW YORK
No 02SC6298280
Qualified in New York County
My Commission Expires 03-17-2022

SEAL

EXHIBIT A

LEGAL DESCRIPTION

Block 15843 Lot 1

All that certain plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York being bounded and described as follows.
Beginning at the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street,
Running thence easterly along the southerly side of Beach Channel Drive a distance of 430 06 feet;
Thence southerly, along a line forming an angle of 89 degrees 05 minutes 53 seconds on its westerly side with the southerly side of Beach Channel Drive, a distance of 420.89 feet;
Thence easterly at right angles to the westerly side of Beach 50th Street a distance of 260 00 feet to the westerly side of Beach 50th Street,
Thence southerly along the westerly side of Beach 50th Street a distance of 276.83 feet to the corner formed by the intersection of the westerly side of Beach 50th Street with the northerly side of Rockaway Beach Boulevard
Thence westerly along the northerly side of Rockaway Beach Boulevard a distance of 243.93 feet to a point,
Thence continuing westerly along the northerly side of Rockaway Beach Boulevard a distance of 16 61 feet to a point,
Thence continuing westerly along the northerly side of Rockaway Beach Boulevard a distance of 223.38 feet to an angle point,
Thence southwesterly along the northwesterly side of Rockaway Beach Boulevard a distance of 162.34 feet to a point,
Thence continuing southwesterly along the northwesterly side of Rockaway Beach Boulevard a distance of 56 49 feet to the corner formed by the intersection of the northwesterly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street;
Thence northerly along the easterly side of Beach 53rd Street a distance of 794 23 feet to the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street, the point or place of Beginning

Block 15857, Lot 1

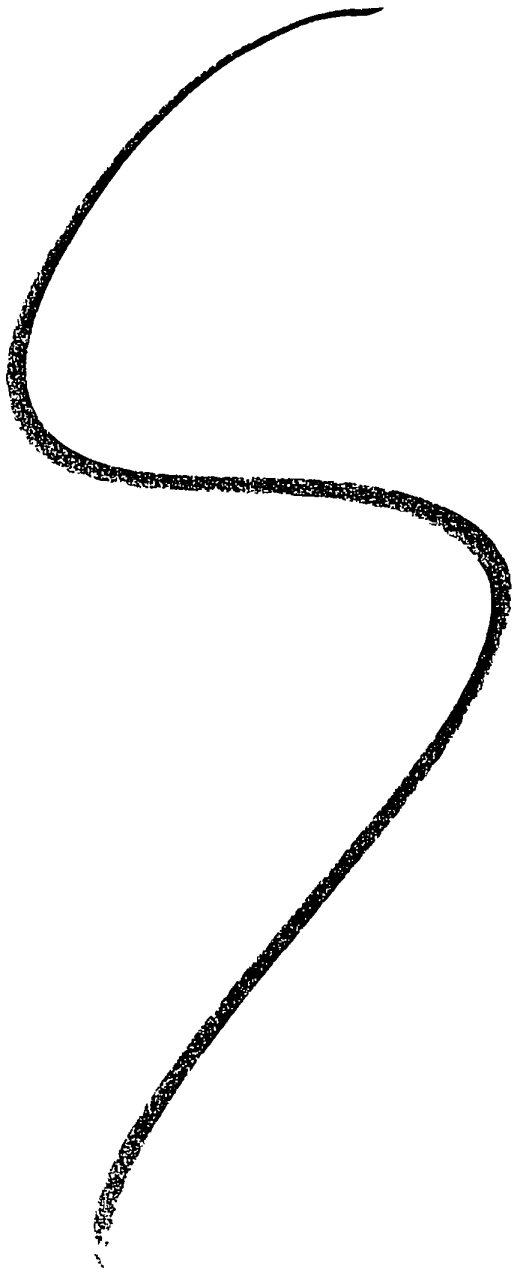
All that certain plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York being bounded and described as follows.
Beginning at the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52nd Street,
Running thence easterly along the southerly side of Rockaway Beach Boulevard a distance of 120 24 feet,
Thence southerly, along a line forming an angle of 86 degrees 25 minutes 36.5 seconds on its westerly side with the southerly side of Rockaway Beach Boulevard, a distance of 102.82 feet;
Thence westerly, along a line forming an angle of 93 degrees 34 minutes 23 5 seconds on its northerly side with the preceding course, a distance of 30 03 feet,

Thence southerly, along a line forming an angle of 93 degrees 34 minutes 23 5 seconds on its westerly side with the preceding course, a distance of 59 55 feet (survey) (60 06 feet Tax Map) to land now or formerly of the New York City Transit Authority,
Thence westerly, along a line forming an angle of 92 degrees 36 minutes 07 seconds on its northerly side with the preceding course and along land now or formerly of the New York City Transit Authority a distance of 90.13 feet to the easterly side of Beach 52rd Street;
Thence northerly along the easterly side of Beach 52rd Street a distance of 160 84 feet to the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52rd Street, the point or place of Beginning

EXHIBIT B-1

PARTIES-IN-INTEREST CERTIFICATION

(attached)



514921-A

N.B #_____
or
ALT. #_____

EXHIBIT I

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION C OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK – AS AMENDED
EFFECTIVE AUGUST 10, 1977

Kensington Vanguard National Land Services of N Y , as agent for Stewart Title Insurance Company, a title insurance company authorized to do business in the State of New York and having its principal office at 39 West 37th Street, New York, New York, 10018, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in single ownership, the parties in interest constituting a "party in interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, are the following:

Name	Address	Nature of Interest
Peninsula Rockaway Housing Development Fund Corp.	1044 Northern Boulevard, 2nd Floor, Roslyn, NY 11576	Nominee of Fee Owner
Peninsula Rockaway Limited Partnership	1044 Northern Boulevard, 2nd Floor, Roslyn, NY 11576	Fee Owner
Wells Fargo Bank, N A.	150 East 42nd Street, 36th Floor, New York, NY 10017	Mortgage Holder

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lot Number 1 Block No.15843 as shown on the Tax Map of the City of New York for the County of Queens and more particularly described as follows

See Schedule A attached

Block 15843 Lot 1

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

Beginning at the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street,

Running thence easterly along the southerly side of Beach Channel Drive a distance of 430.06 feet,

Thence southerly, along a line forming an angle of 89 degrees 05 minutes 53 seconds on its westerly side with the southerly side of Beach Channel Drive, a distance of 420.89 feet;

Thence easterly at right angles to the westerly side of Beach 50th Street a distance of 260.00 feet to the westerly side of Beach 50th Street,

Thence southerly along the westerly side of Beach 50th Street a distance of 276 83 feet to the corner formed by the intersection of the westerly side of Beach 50th Street with the northerly side of Rockaway Beach Boulevard

Thence westerly along the northerly side of Rockaway Beach Boulevard a distance of 243 93 feet to a point;

Thence continuing westerly along the northerly side of Rockaway Beach Boulevard a distance of 16 61 feet to a point,

Thence continuing westerly along the northerly side of Rockaway Beach Boulevard a distance of 223 38 feet to an angle point,

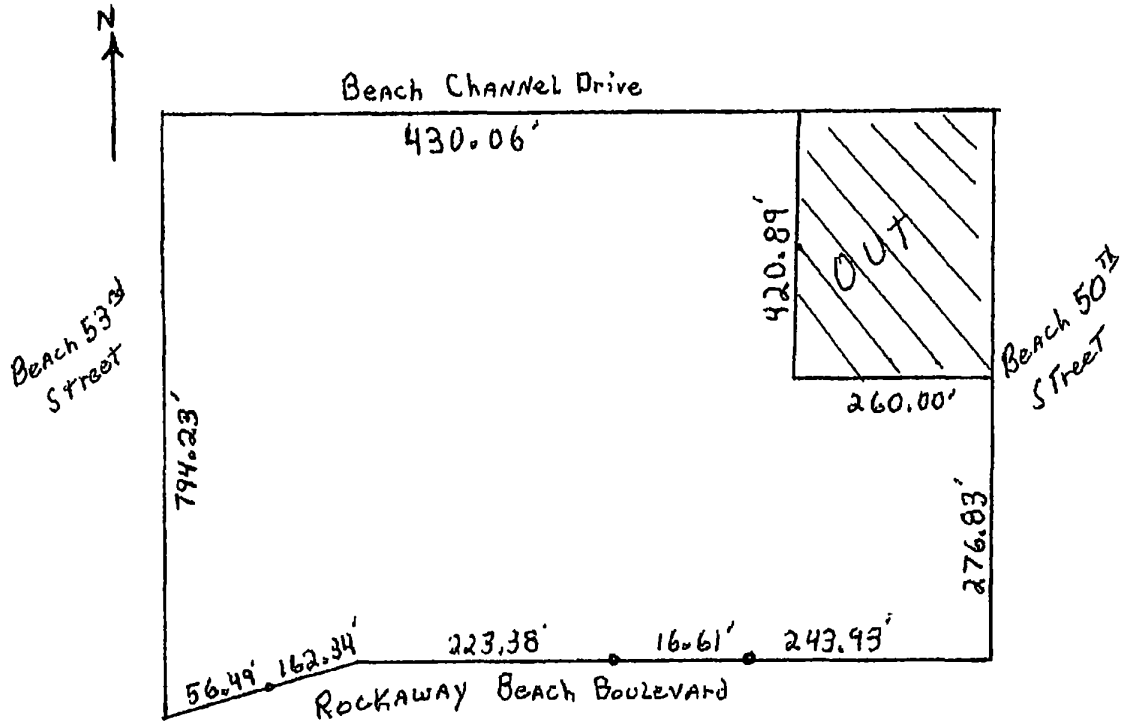
Thence southwesterly along the northwesterly side of Rockaway Beach Boulevard a distance of 162 34 feet to a point,

Thence continuing southwesterly along the northwesterly side of Rockaway Beach Boulevard a distance of 56.49 feet to the corner formed by the intersection of the northwesterly side of Rockaway Beach Boulevard with the easterly side of Beach 53rd Street,

Thence northerly along the easterly side of Beach 53rd Street a distance of 794 23 feet to the corner formed by the intersection of the southerly side of Beach Channel Drive with the easterly side of Beach 53rd Street, the point or place of Beginning

That the said premises are known as and by the street address(es). N/A Rockaway Beach Boulevard, Far Rockaway, NY as shown on the following diagram

BLOCK 15843



NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREINUNDER IS LIMITED TO THE FEES ACTUALLY PAID HEREUNDER
IN WITNESS WHEREOF THIS CERTIFICATION HAS BEEN EXECUTED AS OF THE 5th DAY OF NOVEMBER, 2019

Kensington Vanguard National Land Services of N.Y.

By: _____
Christopher Cintron, Manager

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

On the 8th day of November in the year 2019 before me, the undersigned, personally appeared Christopher Cintron personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

LIA N CAPOZZI
NOTARY PUBLIC-STATE OF NEW YORK
No 01CA6252[illegible]
Qualified In Suffolk County
My Commission Expires 04-24-2021

SEAL

514921-B

N B. #_____
or
ALT #_____

EXHIBIT I

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION C OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK – AS AMENDED
EFFECTIVE AUGUST 10, 1977

Kensington Vanguard National Land Services of N.Y , as agent for Stewart Title Insurance Company, a title insurance company authorized to do business in the State of New York and having its principal office at 39 West 37th Street, New York, New York, 10018, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in single ownership, the parties in interest constituting a "party in interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, are the following

Name	Address	Nature of Interest
Peninsula Rockaway Housing Development Fund Corp	1044 Northern Boulevard, 2nd Floor, Roslyn, NY 11576	Nominee of Fee Owner
Peninsula Rockaway Limited Partnership	1044 Northern Boulevard, 2nd Floor, Roslyn, NY 11576	Fee Owner

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lot Number 1 Block No 15857 as shown on the Tax Map of the City of New York for the County of Queens and more particularly described as follows.

See Schedule A attached

Block 15857 Lot 1

All that certain plot, piece or parcel of land situate, lying and being in the Borough and County of Queens, City and State of New York being bounded and described as follows.

Beginning at the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52nd Street,

Running thence easterly along the southerly side of Rockaway Beach Boulevard a distance of 120 24 feet;

Thence southerly, along a line forming an angle of 86 degrees 25 minutes 36 5 seconds on its westerly side with the southerly side of Rockaway Beach Boulevard, a distance of 102.82 feet;

Thence westerly, along a line forming an angle of 93 degrees 34 minutes 23 5 seconds on its northerly side with the preceding course, a distance of 30 03 feet,

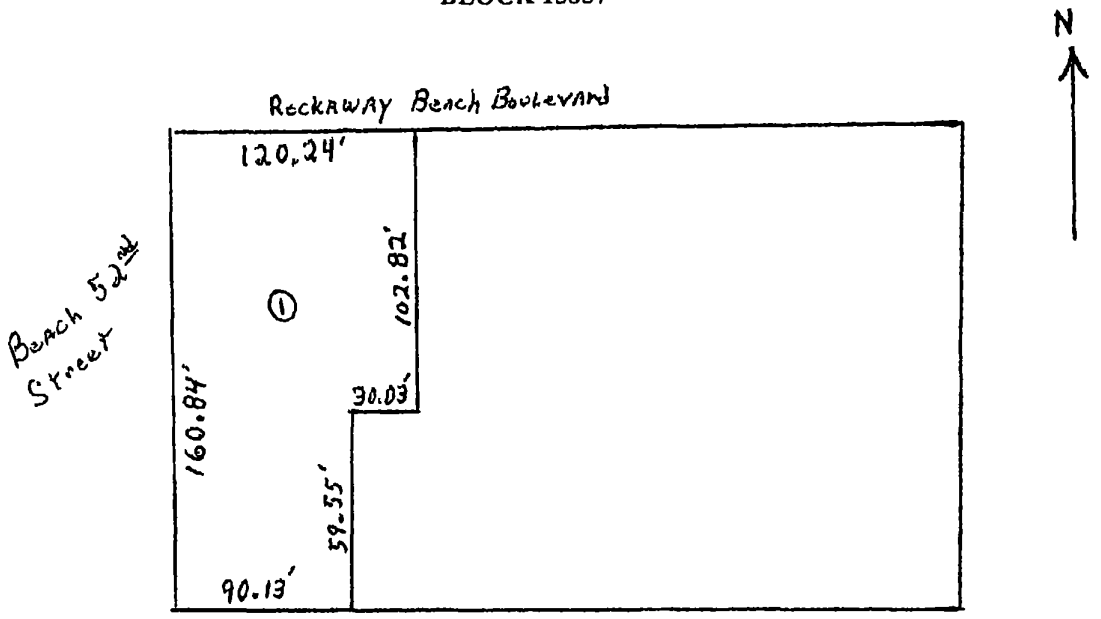
Thence southerly, along a line forming an angle of 93 degrees 34 minutes 23 5 seconds on its westerly side with the preceding course, a distance of 59 55 feet (survey) (60 06 feet Tax Map) to land now or formerly of the New York City Transit Authority,

Thence westerly, along a line forming an angle of 92 degrees 36 minutes 07 seconds on its northerly side with the preceding course and along land now or formerly of the New York City Transit Authority a distance of 90 13 feet to the easterly side of Beach 52mdStreet;

Thence northerly along the easterly side of Beach 52nd Street a distance of 160 84 feet to the corner formed by the intersection of the southerly side of Rockaway Beach Boulevard with the easterly side of Beach 52nd Street, the point or place of Beginning

That the said premises are known as and by the street address(es). 51-17 Rockaway Beach Boulevard, Far Rockaway, NY as shown on the following diagram:

BLOCK 15857



NOTE A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the zoning lot resolution

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREINUNDER IS LIMITED TO THE FEES ACTUALLY PAID HEREUNDER.
IN WITNESS WHEREOF THIS CERTIFICATION HAS BEEN EXECUTED AS OF THE 5th DAY OF NOVEMBER, 2019

Kensington Vanguard National Land Services of N Y.

By: _____
Christopher Cintron, Manager

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

On the 8th day of November in the year 2019 before me, the undersigned, personally appeared Christopher Cintron personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

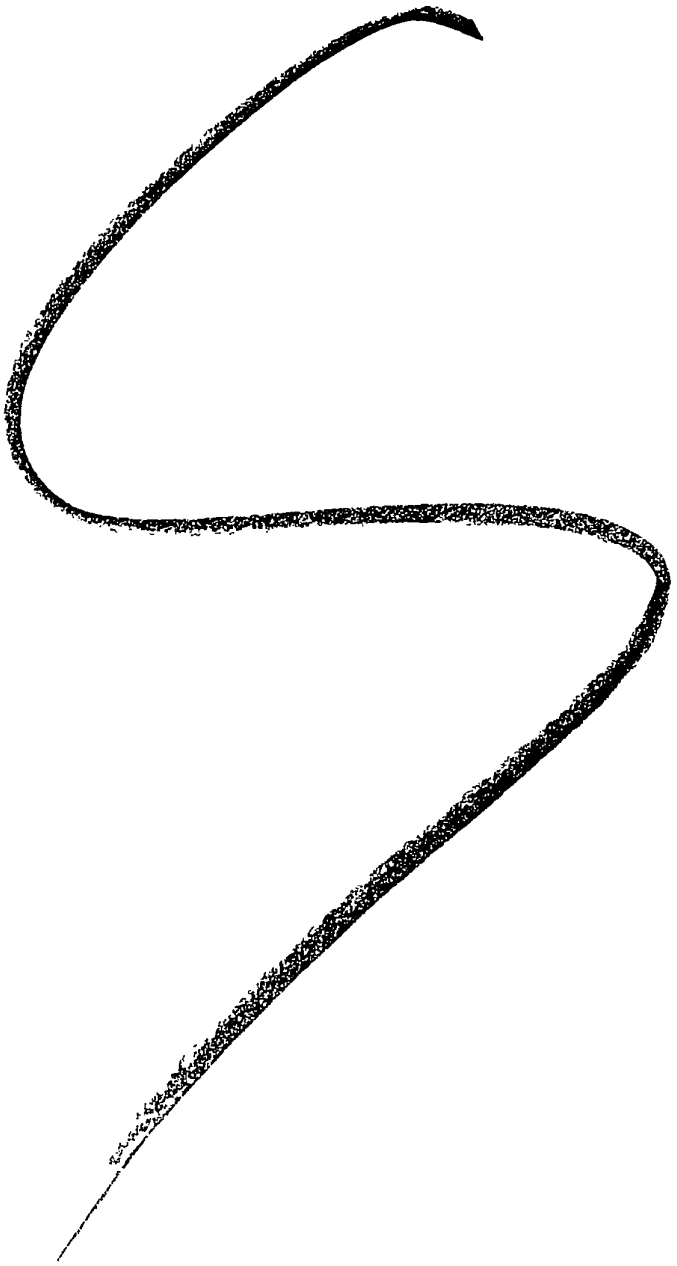
LIA N CAPOZZI
NOTARY PUBLIC-STATE OF NEW YORK
No 01CA6357657
Qualified In Suffolk County
My Commission Expires 04-24-2021

SEAL

EXHIBIT B-2

WAIVERS

(attached)



WAIVER OF DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP., (the HDFC"), a New York not-for-profit corporation, having an office at 1044 Northern Boulevard, Roslyn, New York, being a "party in interest" as defined in subdivision (f) of the definition of "zoning lot" as set forth in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended, with respect to the land known as Tax Lot 1 in Block 15843 and Tax Lot 1 in Block 15857 on the Tax Map of the City of New York, County of New York, and known as and by the street address 51-15 Beach Channel Drive, Far Rockaway, New York, as more particularly described in **Exhibit "A"** (the "Zoning Lot") annexed hereto, does hereby waive its right to execute the Declaration of Large Scale General Development pursuant to Section 74-74 of the Zoning Resolution providing for the development of a large scale plan in accordance with the large scale special permit approvals by **Peninsula Rockaway Limited Partnership**, as beneficial owner of Tax Lot 1 in Block 15843 and known as the street address 51-15 Beach Channel Drive, Far Rockaway, New York and Tax Lot 1 in Block 15857 and known as the street address 51-17 Rockaway Beach Boulevard, Far Rockaway, New York.

Notwithstanding the foregoing, the undersigned hereby agrees to execute and deliver from time to time, within ten (10) days after request therefor, such further waivers, consents and subordinations as may be reasonably requested by the beneficial owner or required by a governmental agency of the City of New York to effectuate the intent of this instrument

This instrument shall (i) run with the lands and the buildings affected by this instrument and the undersigned's interest therein, and (ii) be binding upon the undersigned and its successors and assigns

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of November, 2019

PENINSULA ROCKAWAY HOUSING DEVELOPMENT FUND CORP.

By _____
Name Daniel Moritz
Title Authorized Signatory

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 14th day of November in the year 2019 before me, the undersigned, personally appeared Daniel Moritz, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Notary

JACLYN SCARINCI
NOTARY PUBLIC-STATE OF NEW YORK
No 02SC6298280
Qualified in New York County
My Commission Expires 03-17-2022

SEAL

WAIVER OF DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

WELLS FARGO BANK, N.A. a national banking association, (the "Mortgagee") having an office at 150 East 42nd Street, 36th Floor, New York, NY 10017, being a "party in interest" as defined in subdivision (f) of the definition of "zoning lot" as set forth in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended, with respect to the land known as Tax Lot 1 in Block 15843 on the Tax Map of the City of New York, County of New York, and known as and by the street address 51-15 Beach Channel Drive, Far Rockaway, New York, as more particularly described in **Exhibit "A"** (the "Zoning Lot") annexed hereto, does hereby waive its right to execute the Declaration of Large Scale General Development pursuant to Section 74-74 of the Zoning Resolution providing for the development of a large scale plan in accordance with the large scale special permit approvals by **PENINSULA ROCKAWAY LIMITED PARTNERSHIP**, as beneficial owner of Tax Lot 1 in Block 15843 and known as the street address 51-15 Beach Channel Drive, Far Rockaway, New York

Notwithstanding the foregoing, the undersigned hereby agrees to execute and deliver from time to time, within ten (10) days after request therefor, such further waivers, consents and subordinations as may be reasonably requested by the beneficial owner or required by a governmental agency of the City of New York to effectuate the intent of this instrument.

This instrument shall (i) run with the lands and the buildings affected by this instrument and the undersigned's interest therein, and (ii) be binding upon the undersigned and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this instrument this 14th day of November, 2019

WELLS FARGO BANK, N.A.

By _____
Jeffrey Nixon
Vice President

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 14th day of November in the year 2019 before me, the undersigned, personally appeared Jeffrey Nixon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Notary

HILAR BROWN
NOTARY PUBLIC, STATE OF NEW YORK
[illegible]
MY COMMISSION EXPIRES Apr. 16, 2023

SEAL

SITE DATA		
Borough	Queens	
	Zoning Lot 1	Zoning Lot 2
Block	15843	15857
Lots	1	1
Addresses	51-15 Beach Channel Drive	51-17 Rockaway Beach Blvd
Existing Zoning District	R5 & R5/C1 2	C8 1
Proposed Zoning District	C4-4 (R7-2 equivalent)	C4-3A (R6A equivalent)
Community District	Queens CD 1	
Zoning Section Map	16b	

LOT AREA			
	Zoning Lot 1	Zoning Lot 2	LSCD Total Lot Area
Zoning Lot	392,296	14,457 SF	406,753 SF 9.34 acres
Property within the bed of mapped streets	n/a	3,736.78	
Tax Lot (Property)	392,296	17,633	409,929 SF 9.41 acres

List of Requested Actions

1. Zoning Map Amendment to rezone Zoning Lot 1 from R5 and R5/C1 2 to C4-4 and Zoning Lot 2 from C8 1 to C4-3A
   Zoning Text Amendment to
   i. Appendix F of the Zoning Resolution to designate the Project Area as Mandatory Inclusionary Housing area
   ii. ZR Section 74-744(2)(4) to allow physical culture establishment within the Project Area and
2. LSCD Special Permit ZR 74-743(a)(2) to permit the location of buildings without regard to applicable yard, court, distance between buildings, and height & setback regulations
3. LSCD Special Permit ZR 74-744(c)(1) to permit the modification of underlying district sign regulations within the LSCD

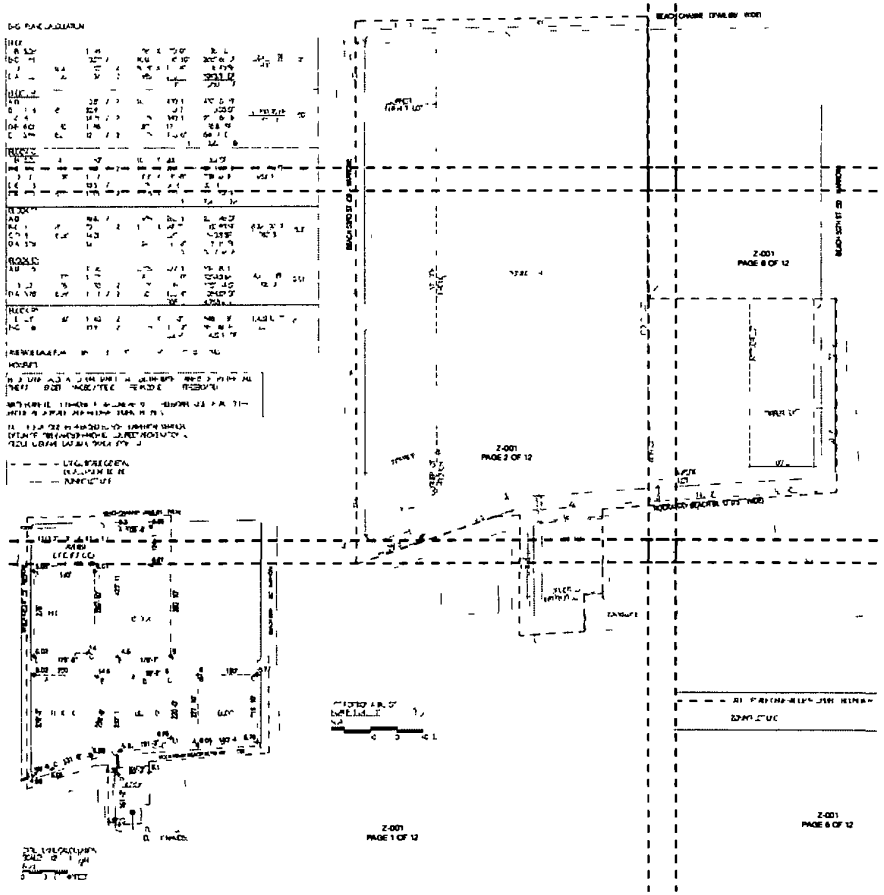
Z-001 PAGE 4 OF 12

Z-001 PAGE 8 OF 12

ZONING CALCULATIONS: LOCK MIXED USE BUILDING						
	R5 & R5/C1 2		C4-4A & C8-1			
	ZONING LOT AREA					
	Zoning Lot 1		Zoning Lot 2		Combined Zoning Lots	
	392,296 SF		17,633 SF		409,929 SF	
	9.00 acres		0.40 acres		9.41 acres	
	Permitted	Proposed	Permitted	Proposed	Permitted	Proposed
FAR	1.25	1.25	3.00	3.00		
Zoning Floor Area	490,370 SF	490,370 SF	52,899 SF	52,899 SF	543,269 SF	543,269 SF
Community Facility FAR	4.80	4.80				
Community Facility Floor Area	1,882,181 SF	1,882,181 SF				
Total Floor Area	1,882,181 SF	1,882,181 SF	52,899 SF	52,899 SF		
Lot Coverage	30%	30%	100%	100%		
Open Space Ratio	20.0	20.0				
Lot Area per Room	680 SF	680 SF				
Residential Units	2,768	2,768				
Parking Spaces	1,384	1,384				
Loading Berths	5	5				
Bicycle Parking	277	277				

Z-001 PAGE 3 OF 12

Z-001 PAGE 7 OF 12



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PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS NY 11691

AUFGANG ARCHITECTS

ZONING ANALYSIS

Z-001 00

C-D	5.68'	+	4.99'	=	10.67	/	2	=	5.335'	X	137° 3"	=	730.59 SF	963'-11" = 7.71
D-E	5.68	+	4.99'	=	10.67	/	2	=	5.335'	X	56° 6"	=	301.42 SF	
E-A	4.99'	+	6.02'	=	11.01	/	2	=	5.505'	X	320° 2"	=	1762.52 SF	
											963'-11"		7,427.05 SF	
BLOCK "D"														
A-B	5.87'	+	14'	=	19.87	/	2	=	9.935	X	252° 1"	=	2504.45 SF	6,327.92 SF / 762.6" = 8.3
B-C	14	+	8	–	22'	/	2	–	11	X	39° 2"	–	1090.93 SF	
C-D	8'	+	6.28'	=	14.28	/	2	=	7.14	X	220.0	=	1570.8 SF	
D-A	6.28	+	5.87'	=	12.15	/	2	=	6.075	X	191.3	=	1161.84 SF	
											762'-6"		6327.92 SF	
BLOCK "E"														
A-B	6.05'	+	6'	–	12.05	/	2	–	6.025'	X	227° 10"	–	1372.69 SF	4,756.3 SF / 805.0" = 5.91'
B-C	6'	+	5.77'	=	11.77	/	2	=	5.885'	X	180° 0'	=	1059.3 SF	
C-D	5.77	+	5.76	=	11.53	/	2	=	5.765'	X	216'-10"	=	1260.04 SF	
D-A	5.76'	+	6.05'	=	11.81	/	2	=	5.905'	X	180.4	=	1064.87 SF	
											805' 0"		4,756.9 SF	
BLOCK "F"														
A-B	6.1'	+	5.38'	=	11.48	/	2	=	5.74'	X	95° 3"	=	546.73 SF	1,429.12 SF / 256.5 = 5.57'
B-C	5.38	+	5.57'	=	10.95	/	2	=	5.475'	X	161° 2"	=	882.39 SF	
											256' 5"		1,429.12 SF	

AVERAGE BASE PLANE (7.95' + 8.63' + 7.71' + 8.3' + 5.91' + 5.57') / 6 = 7.345

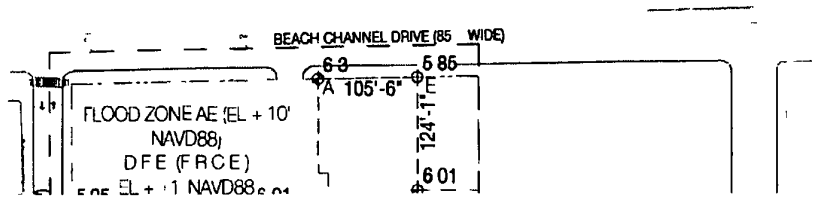
HOWEVER ↓

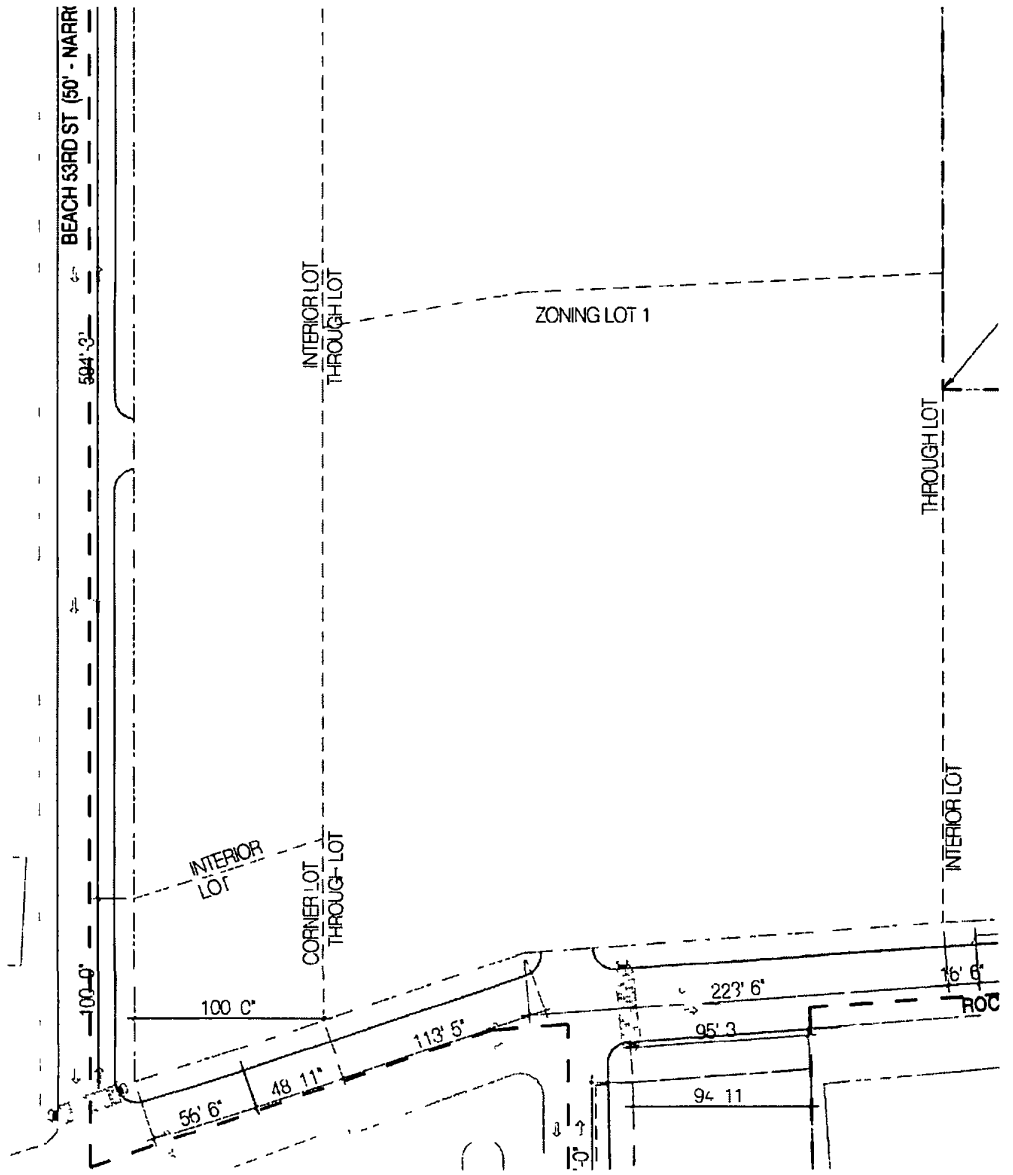
BASE PLANE CALCULATED PURSUANT TO 64.13(a) THE BASE PLANE IS SET BY THE F.R.C.E. THE F.R.C.E. IS SET BY NYCBC APPENDIX G: FEMA ZONE AE + 1' FREEBOARD

BASE PLANE EL. +11' NAVD88 = FEMA ZONE AE 10' + 1' FREEBOARD USED ACROSS THE ENTIRE LARGE SCALE GENERAL DEVELOPMENT BOUNDARY

NOTE: ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ

- – – – LARGE SCALE GENERAL DEVELOPMENT BOUNDARY
- — — — ZONING LOT LINE





BLOCK D	BLOCK 15843 LOT 1	D1	94311	5684		99995
		D2	127383	8271		135654
BLOCK D SUBTOTAL			221694	13955	0	235649
BLOCK E	BLOCK 15842 LOT 1	E1	187218		39824	227042
		E2	105 78		37176	142354
BLOCK E SUBTOTAL			292396	0	77000	369396
BLOCK F	BLOCK 15857 LOT 1	F1	60620			60620

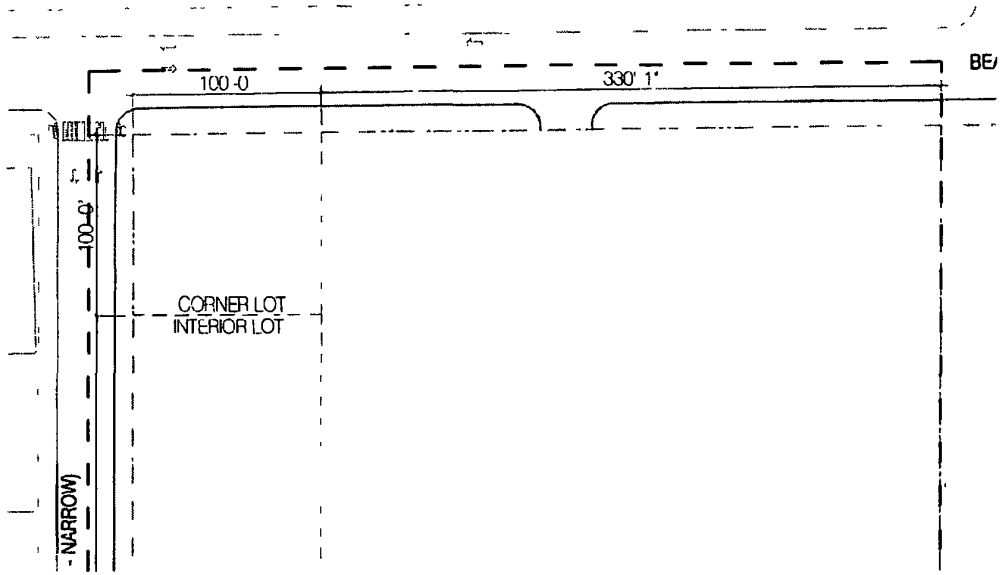
BASE PLANE CALCULATION

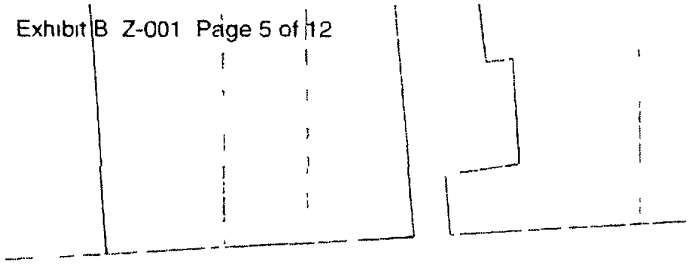
BLOCK A											
A B	5 95'	+	6 01'	=	11 96'	/	2	=	5 98	X	190 0" = 1136 2 SF
B C	6 01	+	14'	=	20 01'	/	2	=	10 005	X	266' 10" = 2669 68 SF
C D	14	+	6 02	=	20 02	/	2	=	10 01	X	179 8 = 1798 46 SF
D-A	6 02	+	5 95'	=	11 97	/	2	=	5 985	X	275 1" = 1646 37 SF
											991' 7" 7,250 71 SF
BLOCK B											
A-B	6 3	+	14 5	-	20 8'	/	2	-	10 4	X	420 11" - 4377 53 SF
B C	14 5	+	8	=	22 5	/	2	=	11 25	X	70 / = 1969 06 SF
C D	8	+	6 01'	=	14 01	/	2	=	7 005'	X	360 10" = 2527 64 SF
D E	6 0	+	5 85'	=	11 86	/	2	=	5 93'	X	124 1" = 735 81 SF
E A	5 85'	+	6 3'	=	12 15'	/	2	=	6 075	X	105' 6" = 640 91 SF
											118 11 10 200 95 SF
BLOCK "C"											
A B	6 02'	+	14 5	=	20 52'	/	2	=	10 26'	X	200' 0" = 2052 SF
B C	14 5	+	5 59'	=	20 09'	/	2	=	10 045'	X	256' 0" = 2571 52 SF
C D	5 59'	+	5 68'	=	11 27	/	2	=	5 635'	X	3 3" = 739 59 SF
D E	5 68	+	4 99'	=	10 67	/	2	=	5 335'	X	56 6" = 301 42 SF

7,250 71 SF / 91 7 = 7 95'

10,200 95 SF / 1181 11" = 8 63'

7,427 05 SF / 963' 11" = 7 71

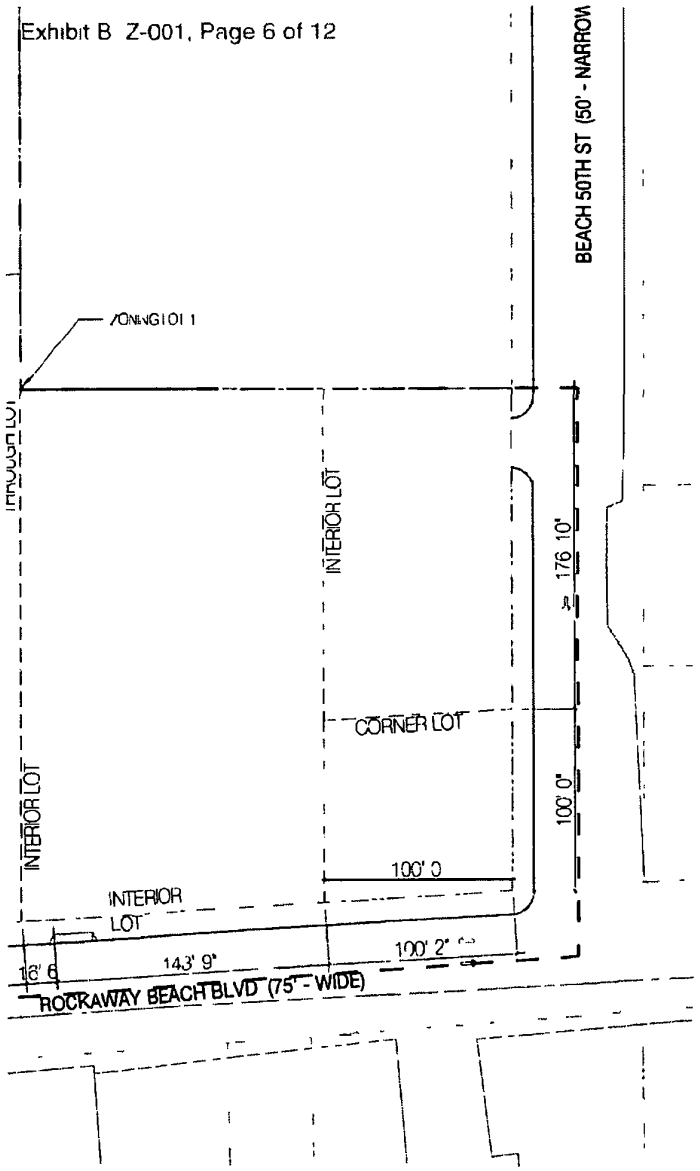




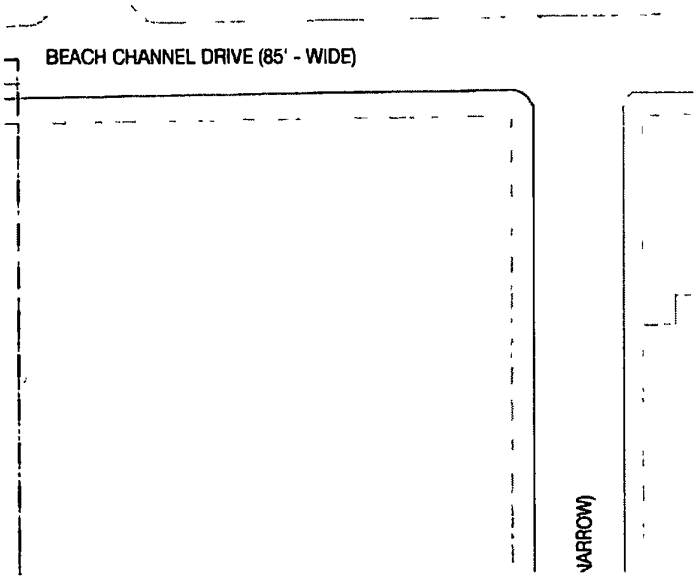
— — — — LARGE SCALE GENERAL DEVELOPMENT BOUNDARY

—·— — —·— ZONING LOT LINE

	LOADING				
36-68	Accessory Loading Requirements	Commercial			N
		First 25,000 sf of floor area none			
		Next 15,000 sf of floor area 1 required berth			
		Next 60,000 sf of floor area 1 required berth			
		Each additional 150,000 sf of floor area 1 required berth			
		Community Facility			
		First 100,000 sf of floor area none			
		Next 200,000 sf of floor area 1 required berth			
		Each additional 300 000 sf of floor area 1 required berth			
	Required Accessory Loading	2 loading berths required			n
	Proposed Accessory Loading	2 loading berths proposed			n
	BICYCLE PARKING				
36-711	*Required Residential*	50% of residential dwelling units (1780 * 50% - 890 spaces)			5
	Required Residential – AIRS	1 per 10 000 sf of floor area (127,383 sf / 10,000 sf = 13 spaces)			
	Required Commercial	1 per 10,000 sf of floor area (72 000 sf / 10,000 sf = 7 spaces)			n
	Required Community Facility	1 per 10,000 sf of floor area (77,000 sf / 10,000 sf = 8 spaces)			n
	Required Accessory Bicycle Parking	918 spaces			3
	Proposed Accessory Bicycle Parking	918 spaces			3
	STREET TREE				
33-03 26-41	Street Tree Requirements	1 street tree per 25 ft of street frontage			1
		Beach Channel Drive	430'-1" / 25 ft	17	n
		Beach 53rd Street	793'-3" / 25 ft	32	n
		Beach 52nd Street	*n/a*	*n/a*	1
		Beach 50th Street	276'-10" / 25 ft	11	n
		Rockaway Beach Boulevard	722'-9" / 25	29	9
	Required Street Trees	89			1
	Proposed Street Trees	All trees will be planted on zoning lots or at alternate site(s) selected by the NYC De			



23-664(c) 23-664(b)	Required Setback	Narrow Street Beach 53 Street – 15 ft	N
		Narrow Street Beach 50th Street – 15 ft	W
		Wide Street Beach Channel Drive – 10 ft	
		Wide Street Rockaway Beach Blvd – 10 ft	
	Permitted Minimum Base Height	as per 35-654(b)(1) & 23 664(c) minimum base height need not apply	4(
	Permitted Maximum Base Height	75 ft	6'
	Permitted Maximum Building Height	135 ft	8'
	Permitted Maximum Number of Stories	13 stories	8
	Proposed Street Wall Location	as per 35-654(b)(1) & 23-664(c), street wall location need not apply	st fr
	Proposed Setback	Narrow Street Beach 53rd Street – 15 ft	N
		Narrow Street Beach 50th Street – 12-15 ft* See Waiver Plans and Waiver	W
		Wide Street Beach Channel Drive – 10 ft	n/
		Wide Street Rockaway Beach Blvd – 10 ft	n/
	Proposed Heights		
	Proposed Base Height	30 ft - 140 ft*	7(
	Proposed Building Height	130 ft -90 ft*	9(
	Proposed Number of Stories	12 - 18 stories*	8
	SIGNAGE		
32-60	Signage requirements	C1 signage rules apply to signs located within 100 ft of Beach Channel Drive	C/
		All other signs apply underlying C4 rules	
	Proposed Signs	*See Signage Plan and Signage Elevations	
	PARKING		
25-027 25-23 25-231	*Required Residential*	85% of total residences, see note below (252 * 85% = 214 spaces) (In CD 14 , R6 and R7 subject to accessory parking regulations of R5 district pursuant to 25-027)	
25-251	*Required Residential – IRHU*	15% per IRHU (1528 * 15% = 229 spaces)	2'
25-252	*Required Residential - AIRS*	10% of total number of dwelling units in an AIRS (201*10% = 20 spaces)	
36-21	*Required Commercial*	1 per 1,C00 sf of floor area (72,000 sf /1,000 sf = 72 spaces)	
	Required Community Facility	1 per 1,C00 sf of floor area (77,000 sf/1,000 sf = 77 spaces)	
	Required Accessory Parking	612	1
	Proposed Accessory Parking	951	2.
	LOADING		
36-68	Accessory Loading Requirements	Commercial	N



	Proposed Residential	1,748,024	0
	Proposed Commercial	72 000	0
	Proposed Community Facility	77,000	0
	Proposed Total Maximum	1,897,024	6
	DENSITY		
35 40	Dwelling Unit Factor	680	6
23-22	Permitted Maximum Dwelling Unit	1,804,561 6 SF / 680 = 2654	6
	Proposed Dwelling unit	1981	6
	LOT COVERAGE		
23-153	Lot Coverage Requirements	*Corner Lot – 100%*	C
		Interior Lot – 65%	In
		Through Lot – 65%	n
	Proposed Corner Lot	0 to 100%	1
	Proposed Interior and Through Lots	Less than 65%	Le
	YARDS		
35-51 34-233	**Required Front Yard**	Front yard required within 25 ft of R5 district Depth of front yard equal to adjacent R5 district	N
35-54 23-51	**Required Side Yard**	8 ft along entire length adjacent to R5 district	N
35-53 33-26 23-47 23 471 23 543 33-28 23 533	**Required Rear Yards**		
	Required Rear Yard within 100' corner	none recuired	N
	Required Rear Yard interior lot	none recuired	R
	Required Rear Yard Equivalent through lot	Commercial none required	n
		Residential 60 ft	n
	Proposed Front Yard	Open area provided within 25 ft	n
	Proposed Side Yard	0 ft* See Waiver Plans and Waiver Sections	0
	Proposed Rear Yard or Rear Yard Equivalent	0 ft* See Waiver Plans and Waiver Sections	3
	HEIGHT & SETBACK		
35-651(a) 35-654	Required Street Wall Location	as per 35-654(b)(1) & 23-664(c), street wall location need not apply	7
35 654(b) 23-664(c) 23-664(b)	Required Setback	Narrow Street Beach 53rd Street – 15 ft	N
		Narrow Street Beach 50th Street – 15 ft	W
		Wide Street Beach Channel Dr – 10 ft	

	LSGD Total Lot Area	
2	406,703	9 34 acres
3		
2	409,928	9 41 acres

ZR	Item	Zoning Lot 1 (Block 15843, Lot 1)		Z
	ZONING DISTRICT	C4-4 (R7 2 equiv) & MIH		C
	ZONING LOT	392,296		1
	USE			
32-00	**Uses Permitted**	UG 1-4, 5-6, 8-10, 12 See req'd actions, Zoning Text Amendment to allow PCE as of-right within LSGD pursuant to 74 744(a)		U Se a
	Proposed Uses	UG 2, 3, 4, 6, 10 PCE		U
	FAR			
35-23(b)	**Permitted FAR**			
23-154	*Permitted Residential*	4 60		3
23-155		5 01 (AIRS)		3
33-122	*Permitted Commercial*	3 40		3
33-123	*Permitted Community Facility*	6 50		3
35-31	*Permitted Total Maximum***	6 50		3
	Proposed FAR			
	Proposed Residential	4 46		3
	Proposed Commercial	0 18		0
	Proposed Community Facility	0 20		0
	Proposed Total	4 84		3
35-23(b)	**Permitted Floor Area**			
23-154	*Permitted Residential*	392,296 SF x 4 6	1,804,561 60	1
23-155	*Permitted Residential – AIRS*	392,296 SF x 5 01	1,965,402 96	1
33-122	*Permitted Commercial*	392,296 SF x 3 4	1,333,806 40	1
33-123	*Permitted Community Facility*	392,296 SF x 6 5	2 549,924	1
35-31	*Permitted Total Maximum***	392,296 SF x 6 5	2,549,924	1
	Proposed Floor Area			
	Proposed Residential	1,748,024		6
	Proposed Commercial	72 000		0

	NA		
	none required	2 loading berths	
	none provided	2 loading berths	Complies
	50% of residential dwelling units (69 * 50% = 35 spaces)		
	n/a		
	n/a		
	35 spaces	953	
	35 spaces	953	Complies
	1 street tree per 25 ft of street frontage		
	n/a | n/a		
	n/a | n/a		
	160' 10" / 25 ft | 6		
	n/a | n/a		
	95'-5" / 25 ft | 4		
	10	99	
NYC Department of Parks and Recreation			Subject to DPR approval

DATE	SUBMISSIONS / REVISIONS
11-12-19	REVISED ULURP FILING SET
09-23-19	REVISED ULURP FILING SET
05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET
01-16-19	ULURP FILING SET

SHEET TITLE

ZONING ANALYSIS

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND SHALL REMAIN THE PROPERTY OF AUFGANG ARCHITECTS LLC, WHETHER THE PROJECT FOR WHICH IT IS MADE IS EXECUTED OR NOT. THIS DRAWING SHALL NOT BE USED BY THE OWNER OR OTHERS ON OTHER PROJECTS, FOR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING WITH AUFGANG ARCHITECTS LLC. SUBMISSION OR DISTRIBUTION TO MEET OFFICIAL REGULATORY REQUIREMENTS OR FOR OTHER PURPOSES IN CONNECTION WITH THE PROJECT IS NOT TO BE CONSTRUED AS PUBLICATION IN DEROGATION OF THE RIGHTS OF AUFGANG ARCHITECTS LLC. REPRODUCTION OR PUBLICATION BY ANY METHOD IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THIS DRAWING REMAINS TO AUFGANG ARCHITECTS LLC WITHOUT PREJUDICE.

SEAL & SIGNATURE

REGISTERED ARCHITECT ARIEL AUFGANG 032789 STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
CW	ED
SCALE	SHEET NO
AS NOTED	

DRAWING NO **Z-001.00**

NYC DOB NUMBEP

	Narrow Street Beach 52 Street 15 ft		
	Wide Street Rockaway Beach Blvd – 10 ft		
	40 ft		
	65 ft		
	85 ft		
	8 stories		
	street wall located on street line/street widening line fronting on Beach 52nd Street	varies	Complies
	Narrow Street Beach 52nd Street 15 ft	varies*	*Does not comply, Special Permit 74 743(a)(2) to modify setback above base height as per ZR 35-654 & 23-664(c)
	Wide Street Rockaway Beach Blvd – 10 ft		
	n/a		
	n/a		
			*Does not comply, Special Permit 74 743(a)(2) to modify maximum base height, maximum building height and maximum number of stories requirements as per ZR 35-654 & 23-664(c)
	70 - 90ft*	varies*	
	90 ft*	varies*	
	8 stories	varies*	
	C4 signage rules apply		
		varies*	*Does not comply, Special Permit 74 744(c)(1) to modify applicable underlying district signage regulations
strict			
	25% per IRHU (69 * 25% = 17 spaces)		
	17	629	
	22	973	Complies
	NA		

	60,620	1,808,644	
	0	72 000 ***	square feet provided that the total non-residential zoning floor area within the LSGD shall not exceed 169,000 square feet
	0	77,000 ***	
	60,620	1,957,644	All permitted uses and floor area may shift between buildings on Zoning Lot 1
	680	2747	
	63,475 2 SF / 680 = 93		
	69	2050	Complies
	Corner Lot – 100%		
	Interior Lot – 65%		
	n/a		
	100%	100%	Complies
	Less than 65%	less than 65%	Complies
ıal to	None required		
	None required, if provided min 8 ft		
	None required		
	Residential 30 ft		
	n/a		
	n/a		
	n/a	greater than 25 ft	Complies
	0 f-	varies*	*Does not comply, Special Permit 74-743(a)(2) to modify side yard requirement as per ZR 35-54
	30 ft	varies*	*Does not comply, Special Permit 74-743(a)(2) to modify rear yard equivalen- requirement as per ZR 23 533
	70% within 8 ft of street line along only one street line		
	Narrow Street Beach 52nd Street 15 ft		
	Wide Street Rockaway Beach Blvd – 10 ft		

AUFG ARC
TEL 917 575 5849

	Zoning Lot 2 (Block 15857, Lot1)		LSGD Total	Compliance/Notes
	C4-3A (R6A equiv) & MIH		C4-4 (MIH) & C4-3A (MIH)	See req'd actions, zoning map amendment
	14,407 22		406,703	Complies
LSGD	UG 1-4, 5-6, 8-10, 12 See req'd actions, Zoning Text Amendment to allow PCE as-of right within LSGD pursuant to 74-744(a)			
	UG 2		UG 2, 3 4, 5, 10 (Including Physical Culture Establishment)	Complies
				**Floor area permitted is based on the tax lot (property) which includes area within the bed of a mapped street, see Lot Area chart
	3 60			
	3 90			
	3 00			
	3 00			
	3 90**			
			Varies	Complies
	3 44			
	0 00			
	0 00			
	3 44			
				**Floor area permitted is based on the tax lot (property) which includes area within the bed of a mapped street, see Lot Area chart
	17,632 SF x 3 6	63,475 20	1,868,036 80	
	17,632 SF X 3 9	68,764 80	2,034,167 76	
	17,632 SF x 3	52,896	1,386,702 40	
	17 632 SF x 3	52,896	2,602,820	
	17,632 SF x 3 9	68,764 80**	2,618,688 8**	
				Complies - *** The commercial zoning floor area or community facility zoning floor area may increase by an additional 20,000 square feet provided that the total non-residential zoning floor area within the LSGD shall not exceed 169,000 square feet
	60,620		1,808,644	
	0		72,000 ***	
	0		72,000 ***	

PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 & 15857 LOT 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845 368 0004

GANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
C/O THE ARKLR COMPANIES
1144 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN NY 11576

CIVIL / SITE ENGINEER

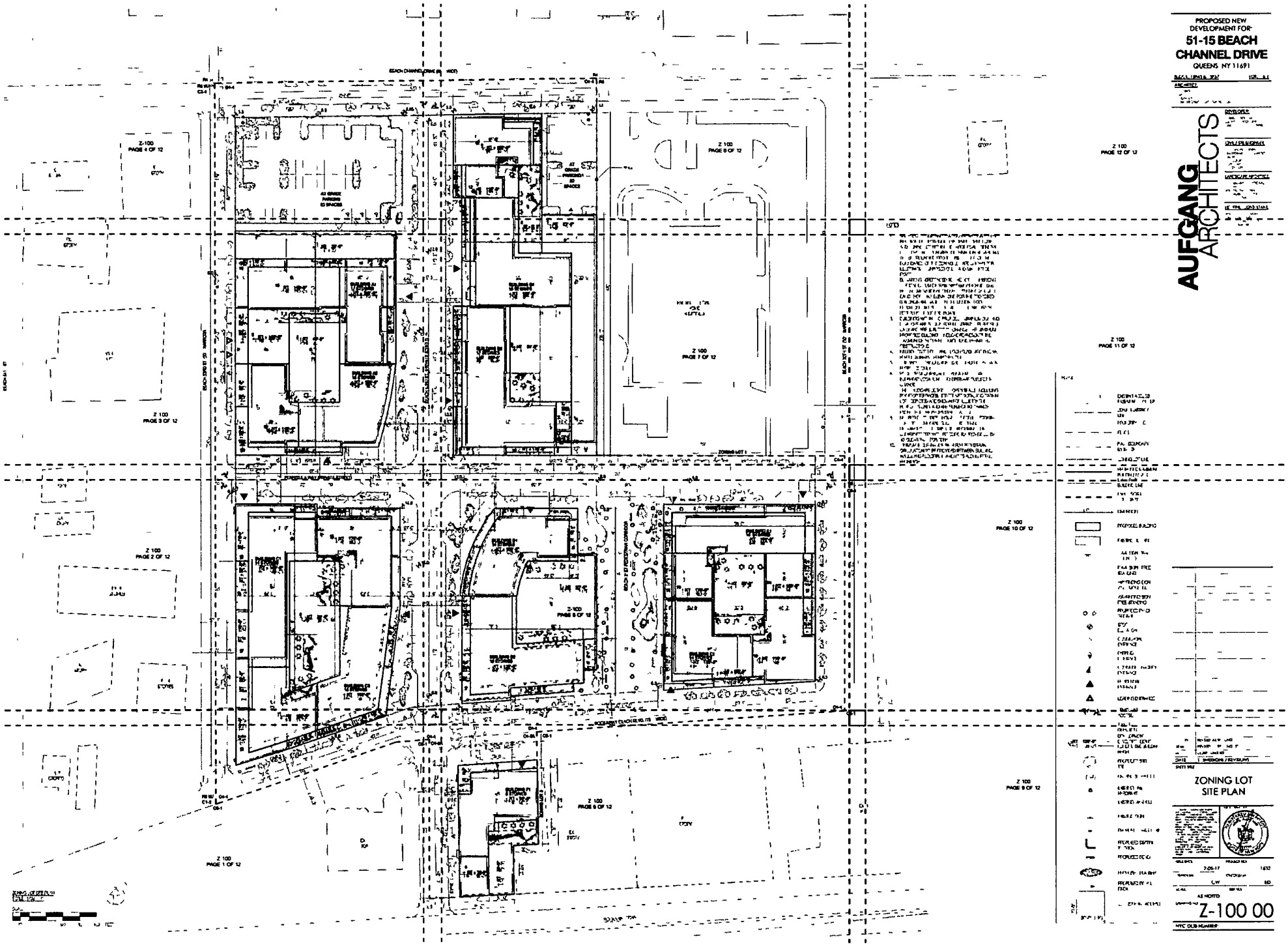
LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8 H FLOOR
NEW YORK N Y 10001
TEL 212 479 5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6060

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
330 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525-2669



PROPOSED NEW DEVELOPMENT FOR:

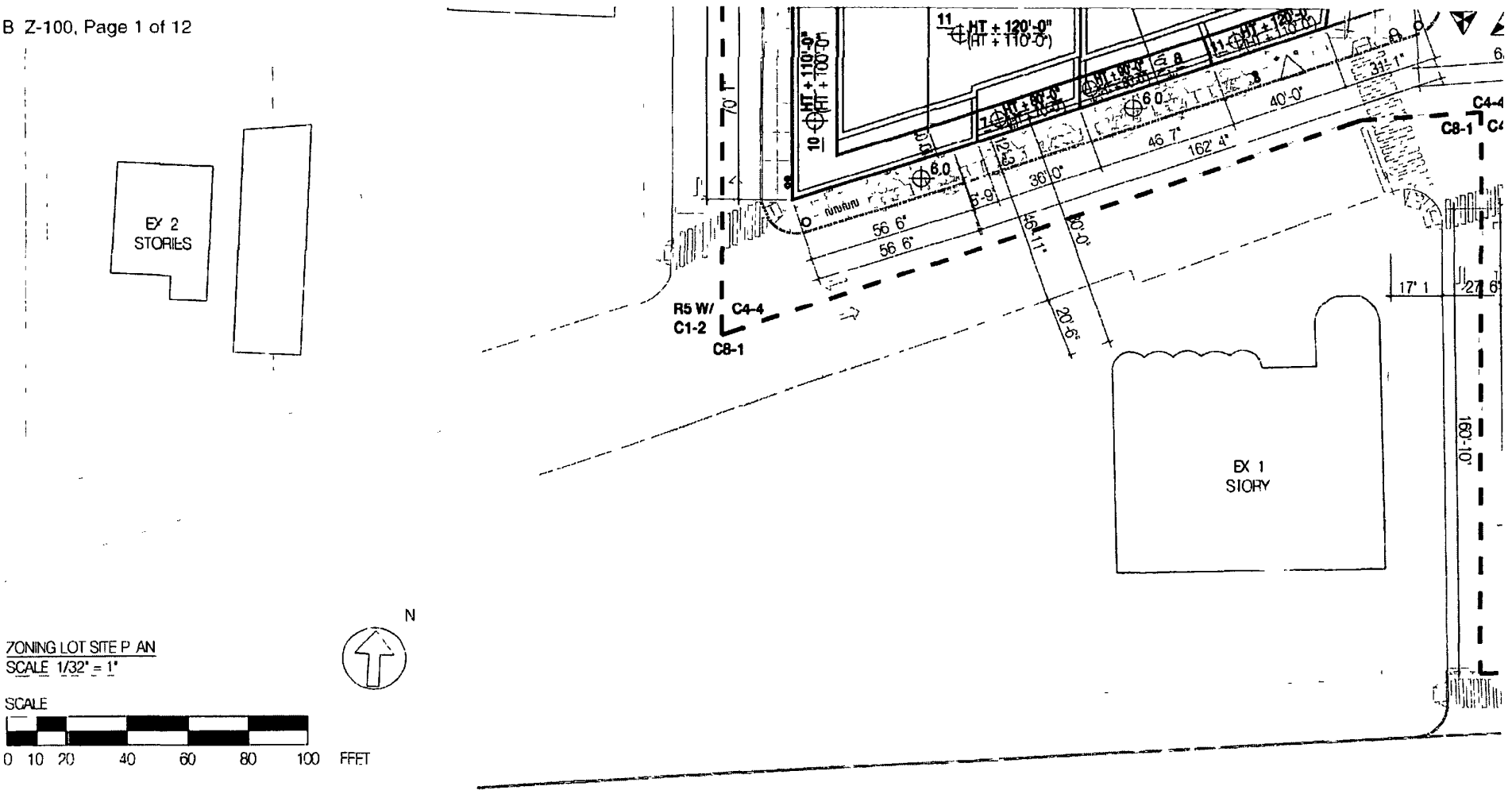
51-15 BEACH CHANNEL DRIVE

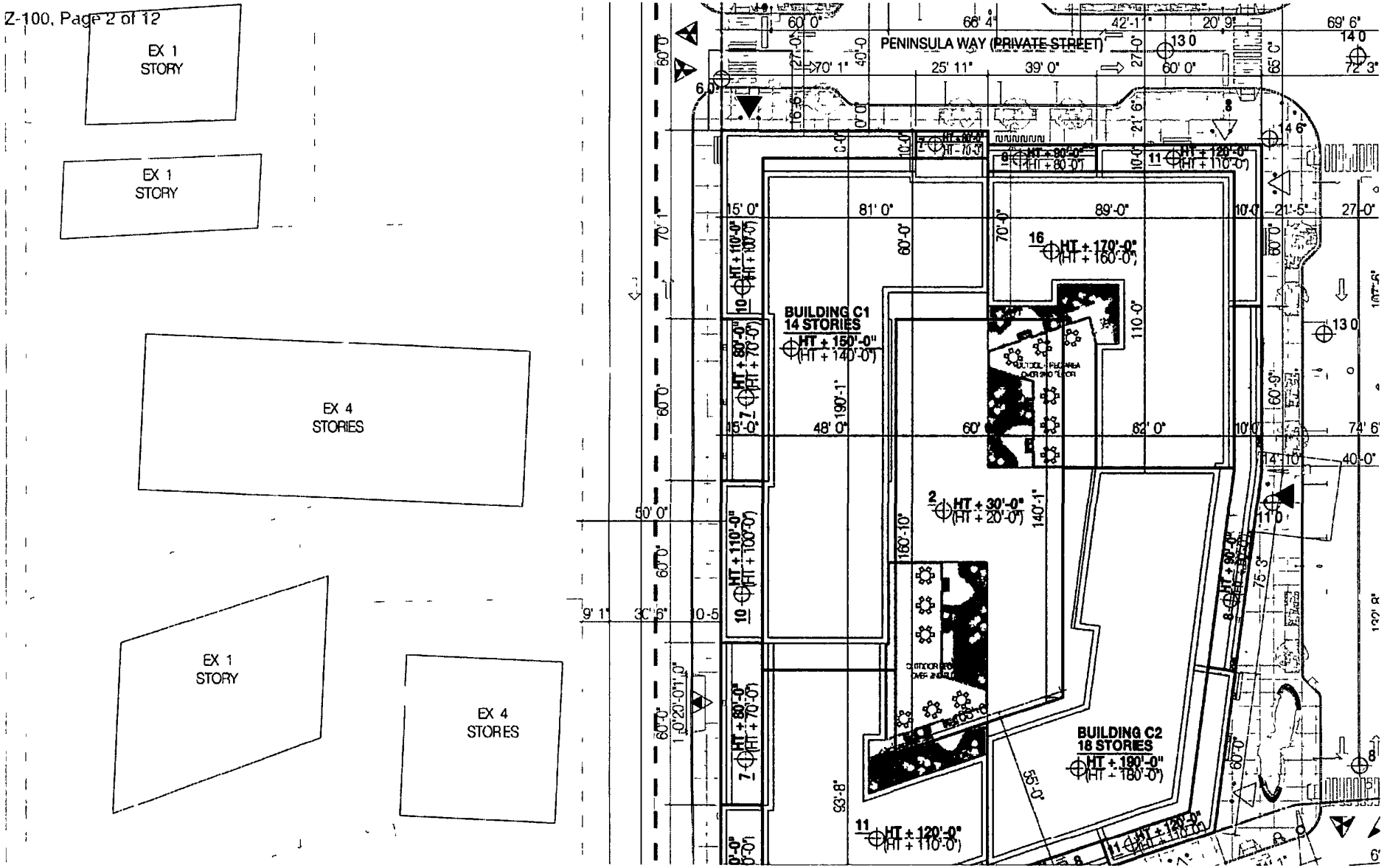
QUEENS NY 11691

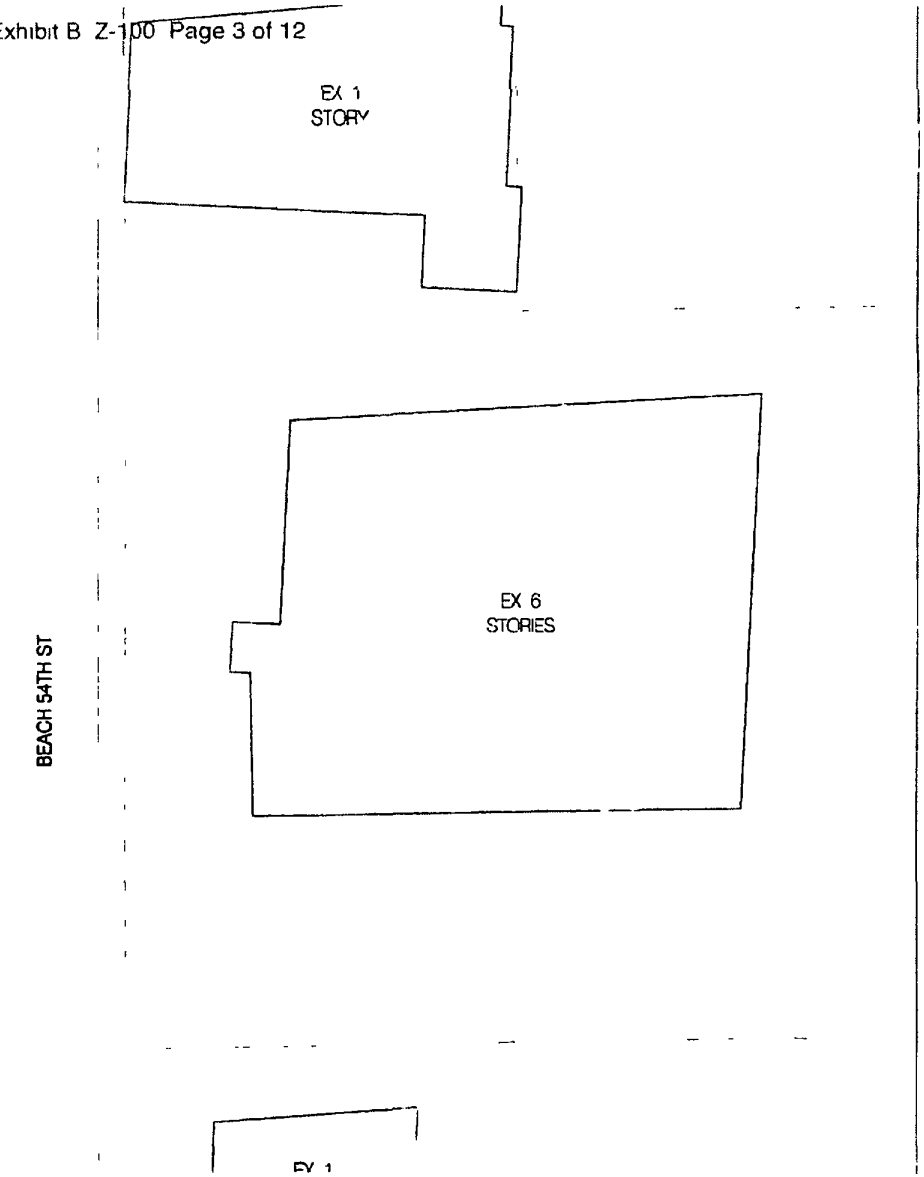
AUFGANG ARCHITECTS

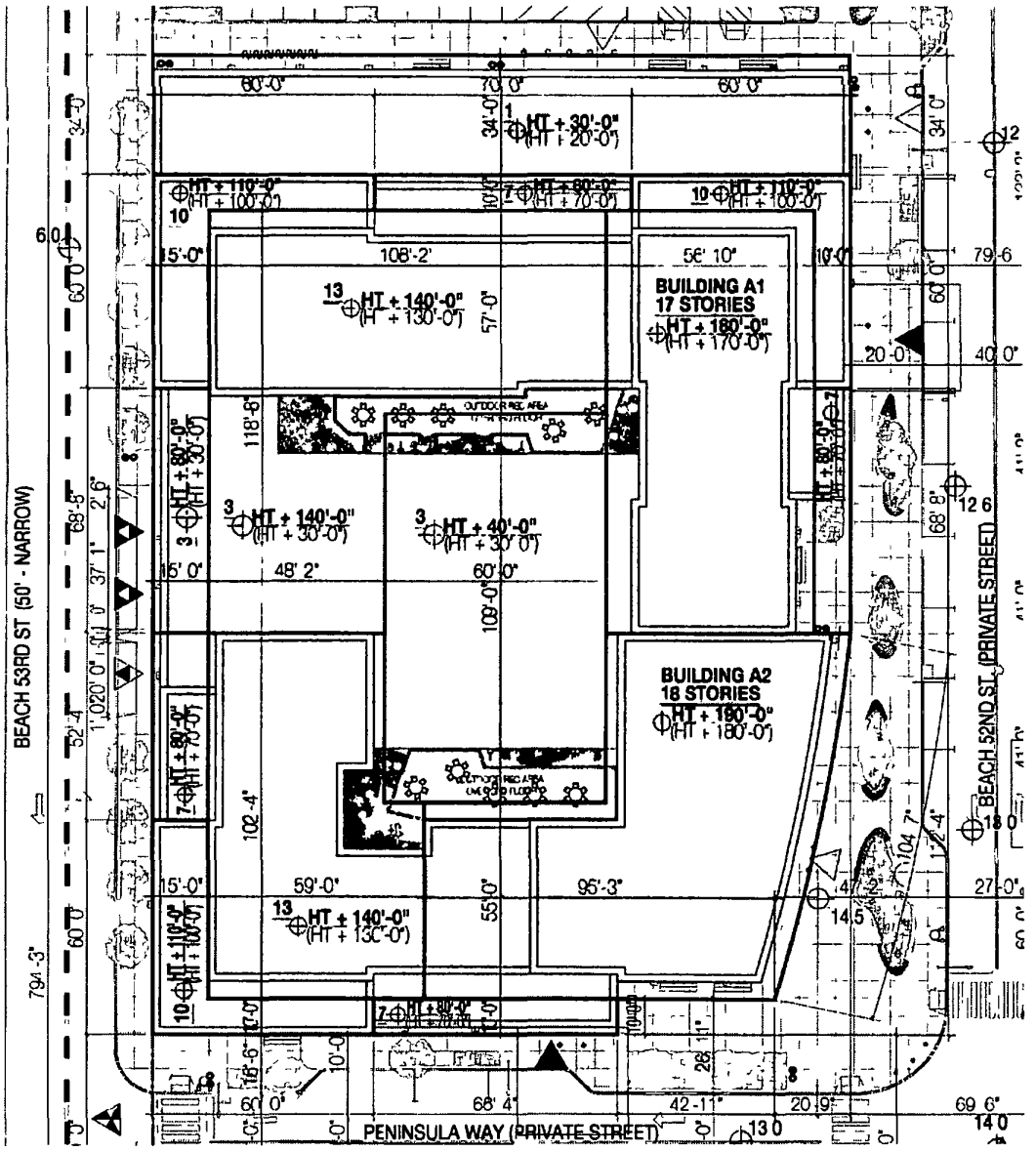
ZONING LOT SITE PLAN

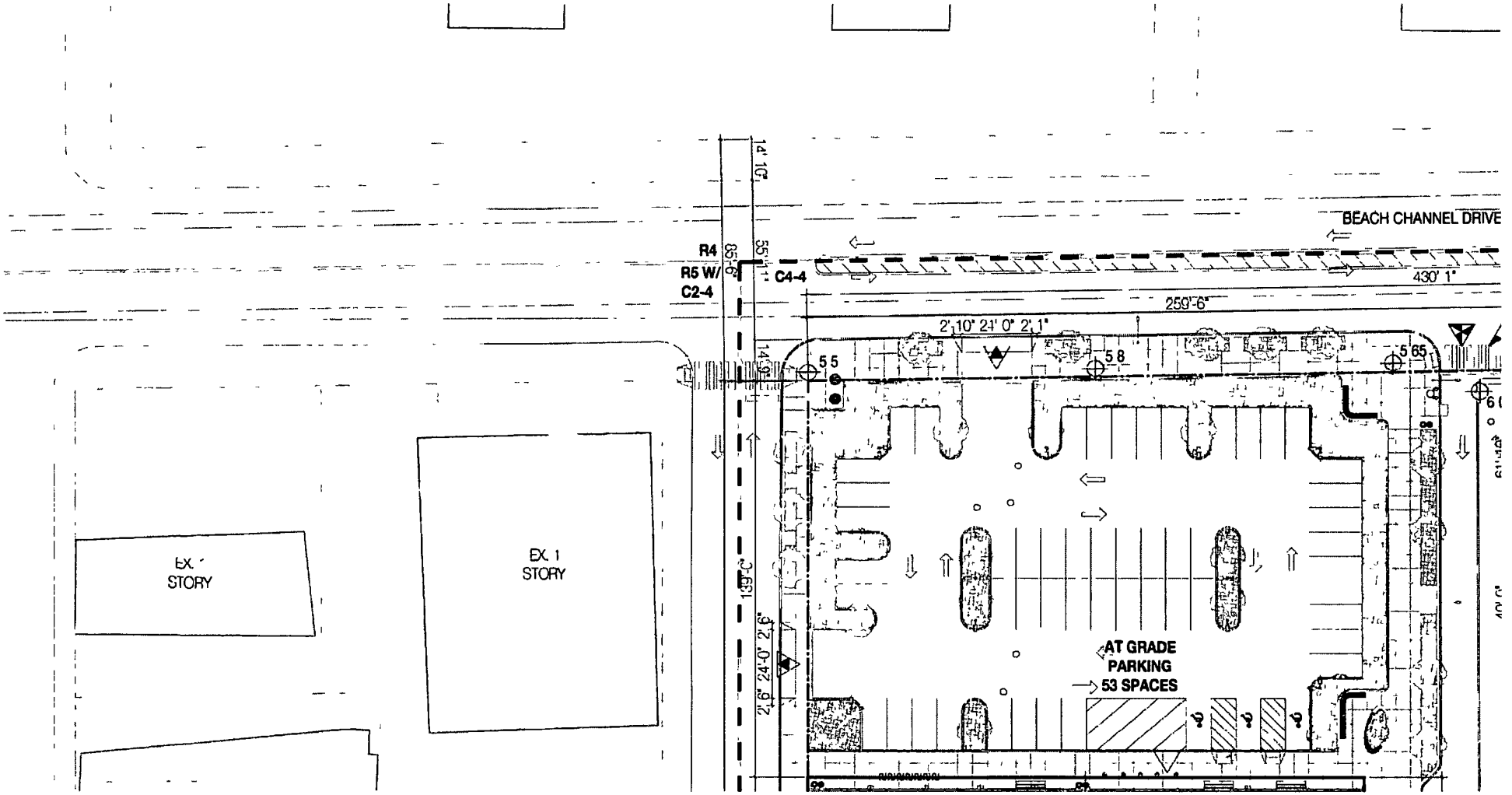
Z-100 00

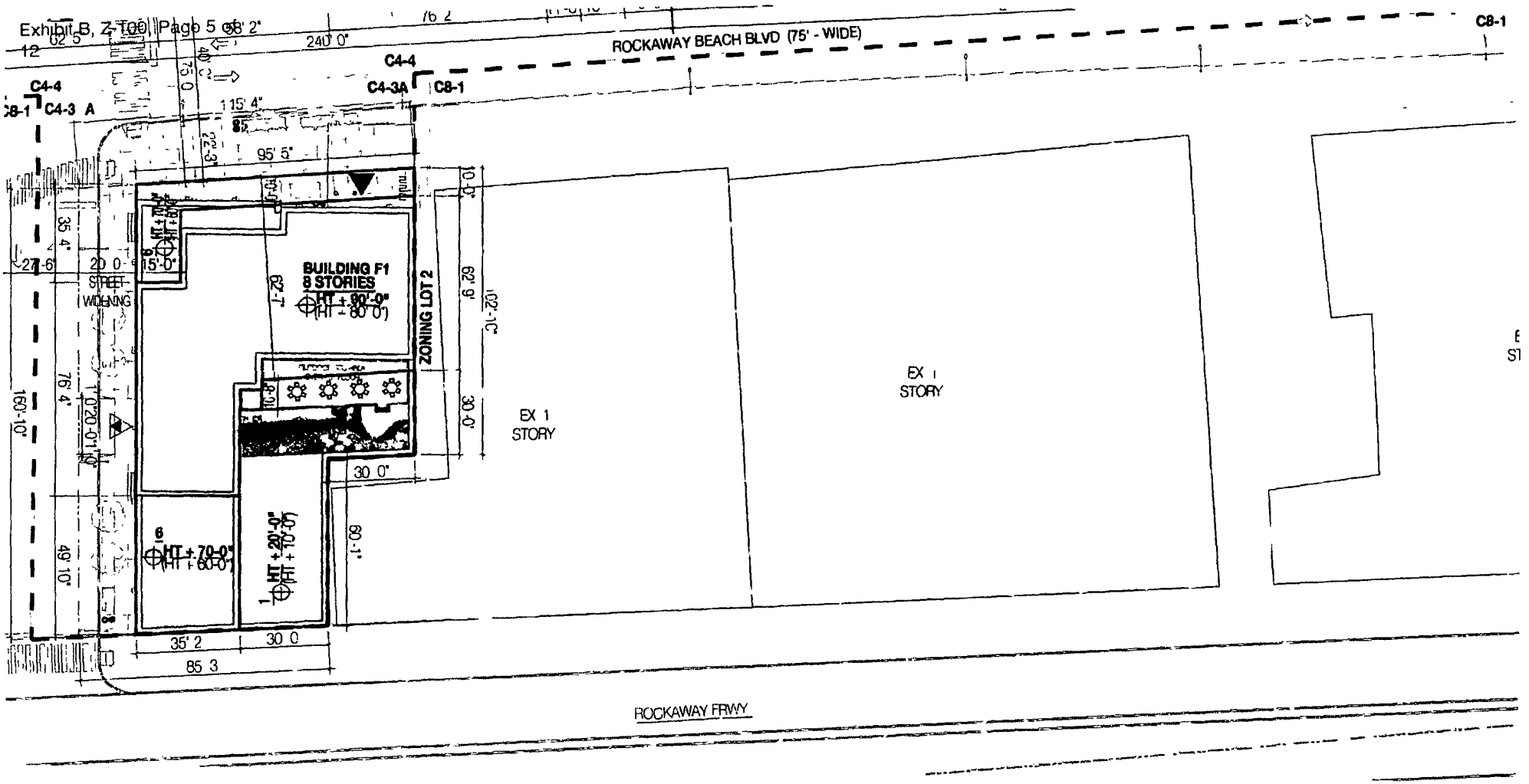

EX 2
STORIES
11
HT + 120'-0"
(HT + 110'-0")
10
HT + 110'-0"
(HT + 100'-0")
70'
6.0
56' 6"
56' 6"
55' 11"
80'-0"
20'-6"
36' 10"
5'-9"
46' 7"
162' 4"
40'-0"
31' 1"
17' 1
27' 6"
160'-10"
R5 W/
C1-2
C4-4
C8-1
EX 1
STORY
N
ZONING LOT SITE P AN
SCALE 1/32" = 1'
SCALE
0 10 20 40 60 80 100 FFET

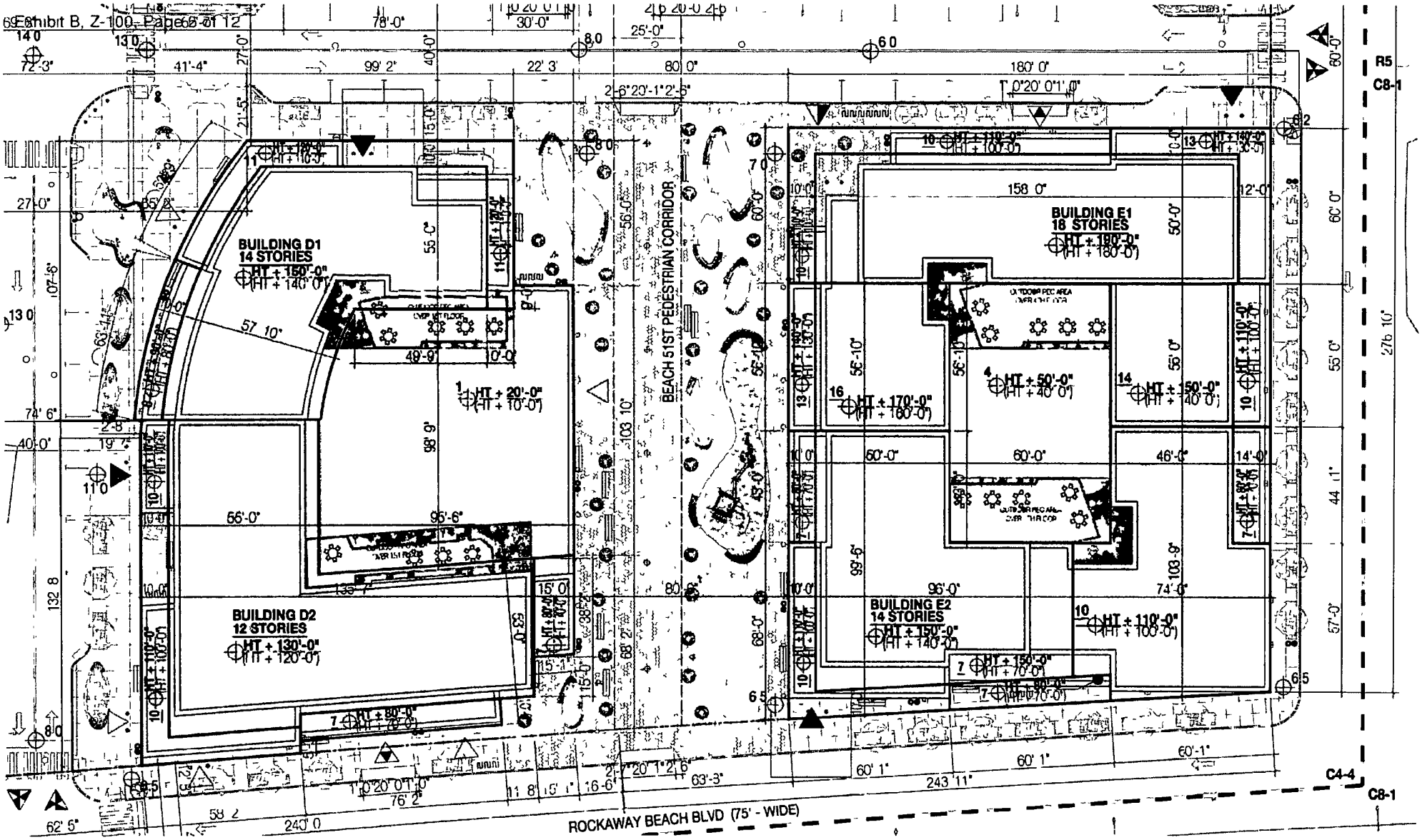

EX 1
STORY
EX 1
STORY
EX 4
STORIES
EX 1
STORY
EX 4
STORIES
PENINSULA WAY (PRIVATE STREET)
BUILDING C1
14 STORIES
HT + 150'-0"
(HT + 140'-0")
BUILDING C2
18 STORIES
HT + 190'-0"
(HT + 180'-0")
HT + 170'-0"
(HT + 160'-0")
HT + 30'-0"
(HT + 20'-0")
HT + 120'-0"
(HT + 110'-0")
HT + 110'-0"
(HT + 100'-0")
HT + 80'-0"
(HT + 70'-0")
HT + 90'-0"
(HT + 80'-0")


EX 1
STORY
EX 6
STORIES
BEACH 54TH ST
EX 1


BEACH 53RD ST (50' - NARROW)
BEACH 52ND ST (PRIVATE STREET)
PENINSULA WAY (PRIVATE STREET)
BUILDING A1
17 STORIES
HT + 180'-0"
(HT + 170'-0")
BUILDING A2
18 STORIES
HT + 190'-0"
(HT + 180'-0")
HT + 30'-0"
(HT + 20'-0")
HT + 110'-0"
(HT + 100'-0")
HT + 60'-0"
(HT + 70'-0")
HT + 140'-0"
(HT + 130'-0")
HT + 40'-0"
(HT + 30'-0")
HT + 80'-0"
(HT + 70'-0")
60'-0"
70'-0"
108'-2"
56' 10"
48' 2"
59'-0"
95'-3"
102'-4"
118'-8"
109'-0"
55'-0"
57'-0"
68' 4"
42'-11"
20'-9"
69' 6"
79'-6"
104' 7"


BEACH CHANNEL DRIVE
R4
R5 W/
C2-4
C4-4
259'-6"
430' 1"
2' 10" 24' 0" 2' 1"
55
58
565
EX. 1
STORY
EX. 1
STORY
AT GRADE
PARKING
53 SPACES


ROCKAWAY BEACH BLVD (75' - WIDE)
C8-1
C4-4
C4-3A
C4-3 A
BUILDING F1
8 STORIES
HT + 90'-0"
(HT + 80'-0")
ZONING LOT 2
EX 1
STORY
EX 1
STORY
HT + 70'-0"
(HT + 60'-0")
HT + 20'-0"
(HT + 10'-0")
STREET WIDENING
240' 0"
115' 4"
95' 5"
85' 3"
35' 2"
30' 0"
ROCKAWAY FRWY


BUILDING D1
14 STORIES
HT ± 150'-0"
(HT + 140'-0")
BUILDING D2
12 STORIES
HT ± 130'-0"
(HT + 120'-0")
BUILDING E1
18 STORIES
HT ± 180'-0"
(HT + 180'-0")
BUILDING E2
14 STORIES
HT ± 150'-0"
(HT + 140'-0")
BEACH 51ST PEDESTRIAN CORRIDOR
ROCKAWAY BEACH BLVD (75' - WIDE)
R5
C8-1
C4-4
C8-1

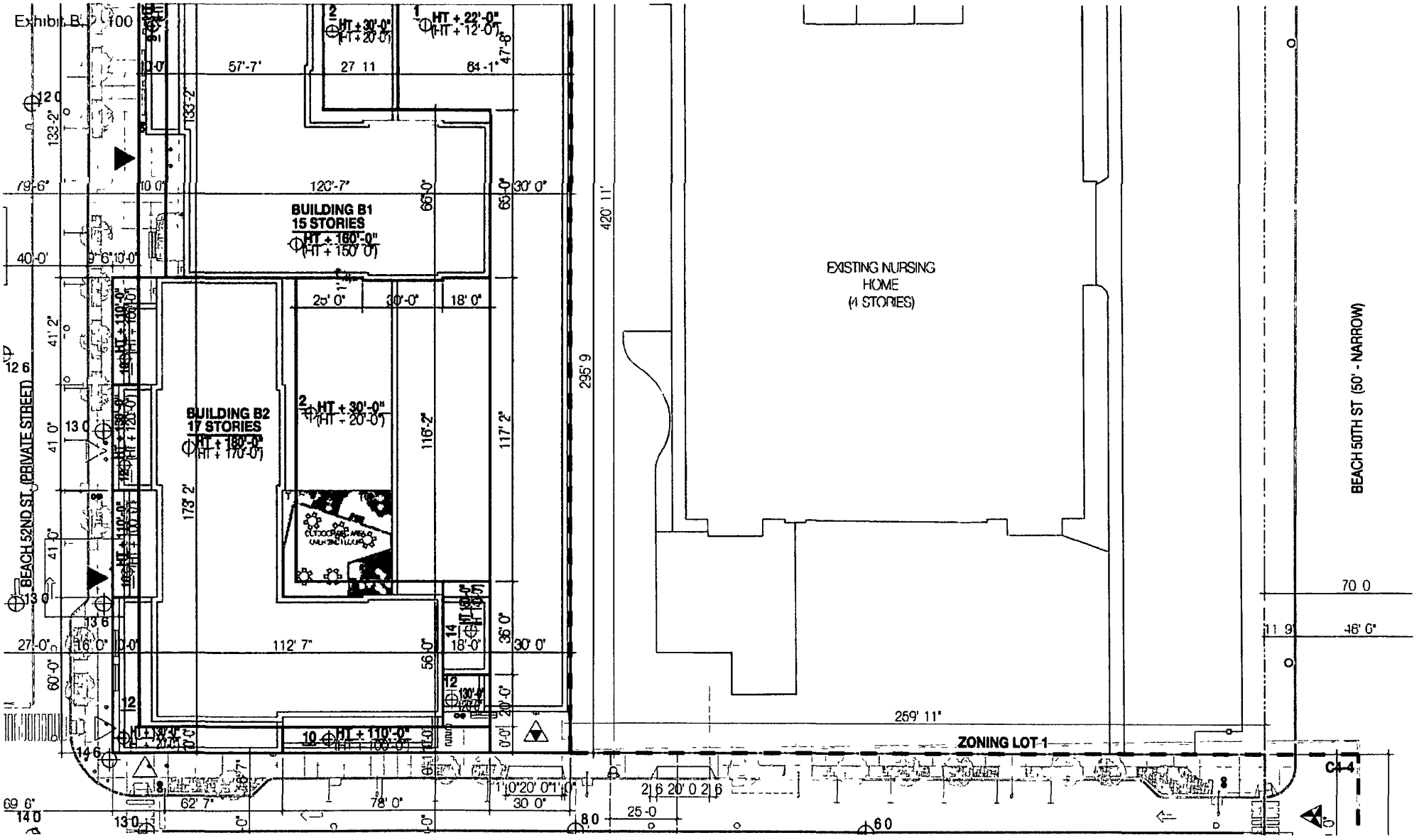
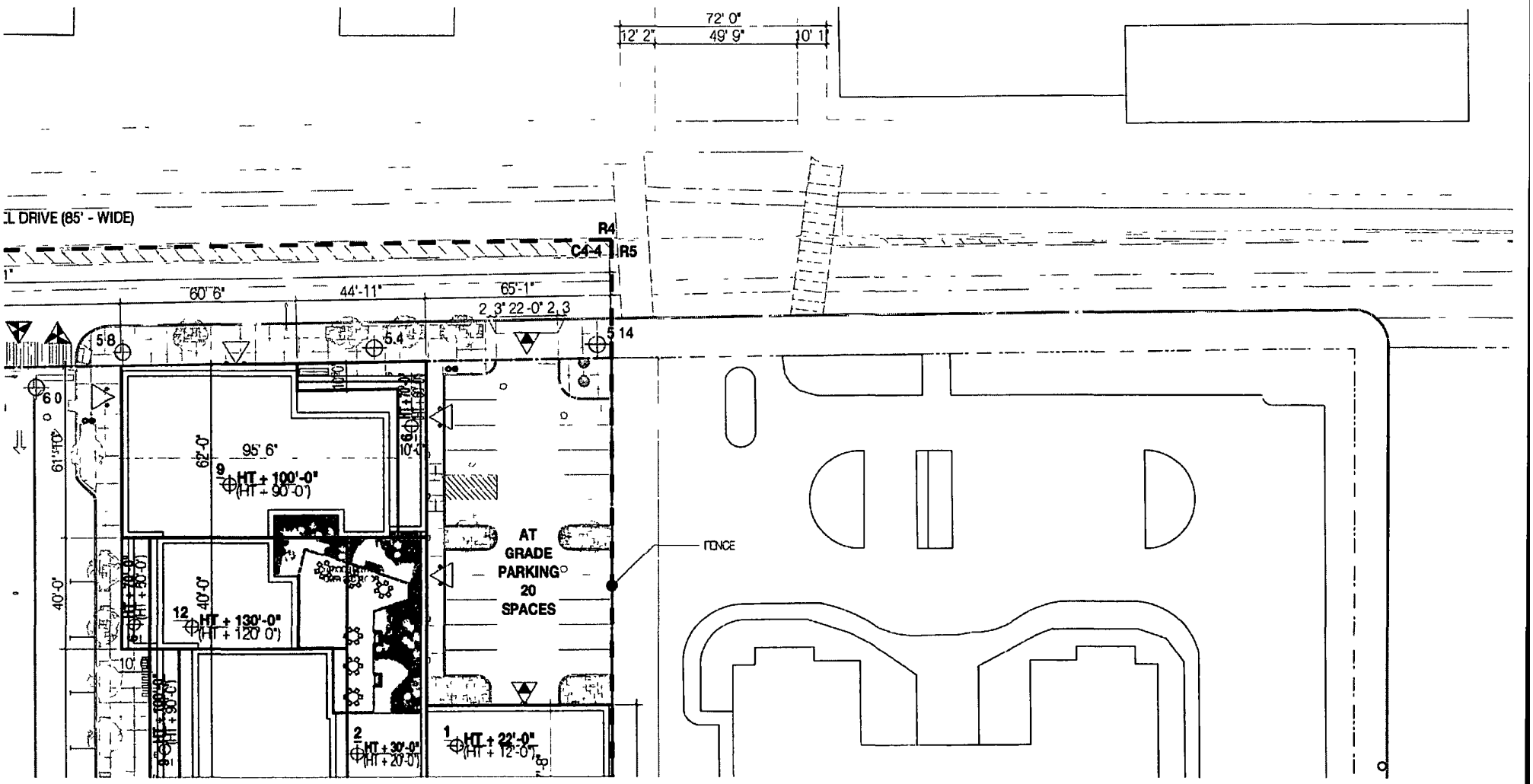
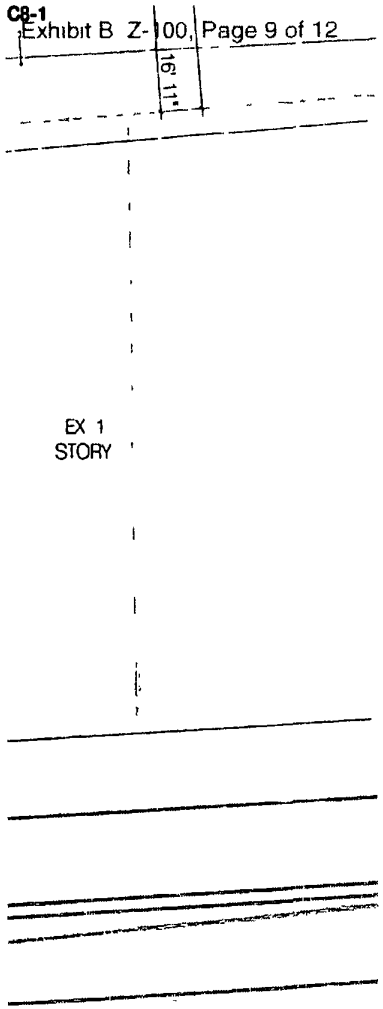
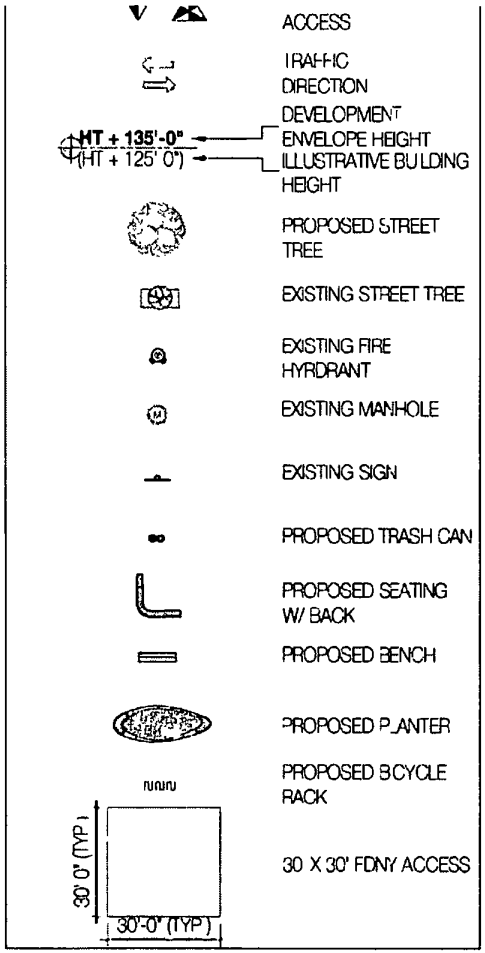


Exhibit B
BUILDING B1
15 STORIES
HT + 160'-0"
(HT + 150' 0")
BUILDING B2
17 STORIES
HT + 180'-0"
(HT + 170'-0")
EXISTING NURSING
HOME
(4 STORIES)
BEACH 52ND ST (PRIVATE STREET)
BEACH 50TH ST (50' - NARROW)
ZONING LOT 1
C4-4
OUTDOOR BBQ AREA
57'-7"
27' 11
84'-1"
120'-7"
112' 7"
62' 7"
78' 0"
30' 0"
259' 11"
420' 11"
295' 9
173' 2'
116'-2"
117' 2"
133'-2"
70' 0
46' 0"


72' 0"
12' 2"
49' 9"
10' 1"
L DRIVE (85' - WIDE)
R4
C4-4
R5
60' 6"
44'-11"
65'-1"
2 3" 22 -0" 2 3
5 8
5.4
5 14
6 0
95' 6"
62'-0"
9
HT + 100'-0"
(HT + 90'-0")
AT
GRADE
PARKING
20
SPACES
FENCE
40'-0"
12
HT + 130'-0"
(HT + 120'-0")
10'
2
HT + 30'-0"
(HT + 20'-0")
1
HT + 22'-0"
(HT + 12'-0")

C8-1
Exhibit B Z-100, Page 9 of 12





DATE	SUBMISSIONS / REVISIONS
11 12 19	REVISED ULURP FILING SET
05-06-19	REVISED ULURP FILING SET
04 16-19	ULURP FILING SET

SHEET TITLE

ZONING LOT SITE PLAN

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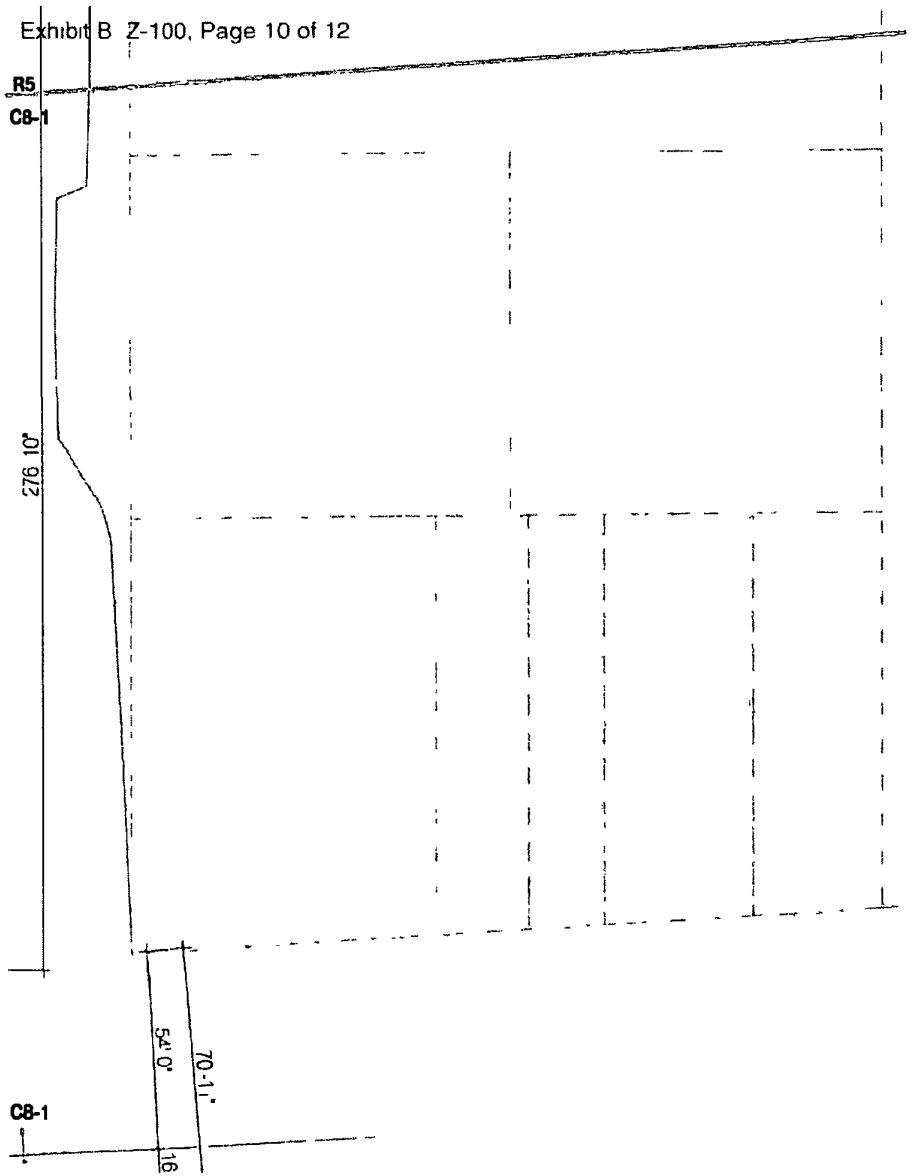
ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
CW	ED
SCALE	SHEET NO
AS NOTED	

DRAWING NO **Z-100.00**

NYC DOB NUMBER



PROPOSED MAXIMUM BUILDING ENVELOPE

ILLUSTRATIVE BUILDING LINE

LARGE SCALE BOUNDARY

54' 6" DIMENSION

PROPOSED BUILDING

EXISTING BUILDING

P.A.A. SIGN - WALL MOUNTED

P.A.A. SIGN - FREE STANDING

WAYFINDING SIGN - WALL MOUNTED

WAYFINDING SIGN - FREE STANDING

PROPOSED PYLON SIGNAGE

SPOT ELEVATION

COMMERCIAL ENTRANCE

PARKING ENTRANCE

COMMUNITY FACILITY ENTRANCE

RESIDENTIAL ENTRANCE

LOADING ENTRANCE

VEHICULAR ACCESS

TRAFFIC

NOTES

1 ARCHITECT STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE AND ZONING LOT WITHIN THE LARGE SCALE GENERAL DEVELOPMENT BOUNDARY. INFORMATION REGARDING THE SURROUNDING PROPERTIES OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT

2 ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ. ELEVATIONS FOR THE PROPOSED BUILDINGS ARE BASED ON THE DESIGN FLOOD ELEVATION THAT IS 10 FEET ABOVE THE NAVD88 (10 FEET PLUS 1 FOOT FREEBOARD)

3 BUILDINGS WITHIN THE PROPOSED MAXIMUM BUILDING ENVELOPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. THE MAXIMUM PROPOSED BUILDING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT EXCLUDING PERMITTED OBSTRUCTIONS

4 INTERIOR PARTITIONS AND FLOOR SLABS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

5 BUILDING ENTRANCES AREA SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

6 ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 THE LANDSCAPE DESIGN OF OPEN SPACE INCLUDING ROOFTOP TERRACES, STREET NETWORK, AND PARKING LOTS DEPICTED ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE, EXCEPT FOR THE PEDESTRIAN PLAZA AREA

8 NUMBER OF STORIES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE

9 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY

10 MINIMUM 8' CLEARANCE PATH FOR PEDESTRIAN CIRCULATION TO BE PROVIDED BETWEEN BUILDING WALLS AND PEDESTRIAN AMENITIES ALONG RETAIL FRONTAGES

0'

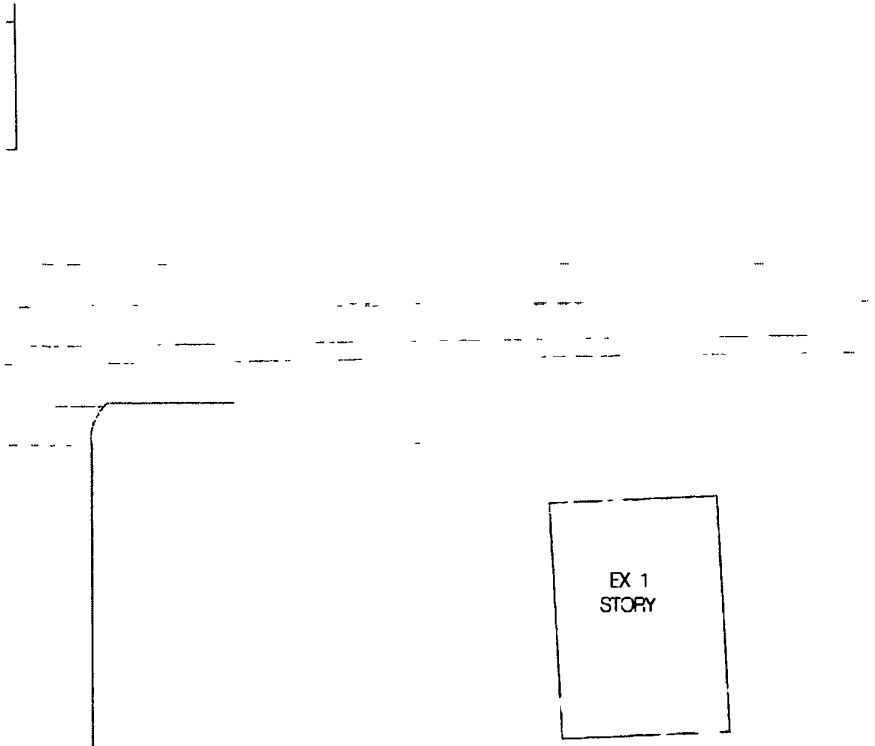
0" 10' 1

LEGEND

- EXISTING ACCESS EASEMENT (6,012 SF)
- ZONING DISTRICT LINE
- PROPERTY LINE
- FENCE
- P.A.A. BOUNDARY (21,375 SF)
- ZONING LOT LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE ILLUSTRATIVE

AUFG ARC

NEW YORK, N.Y. 10001
TEL: 9 7 [illegible]



NOTES

1. ARCHITECT STAMP AND SEAL CORRESPONDS TO THE

PROPOSED NEW
DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 & 15857 LOT 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN, NY
INFO@AUFGANG.COM 845.368.0004

GANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN, NY 11576

CIVIL / SITE ENGINEER

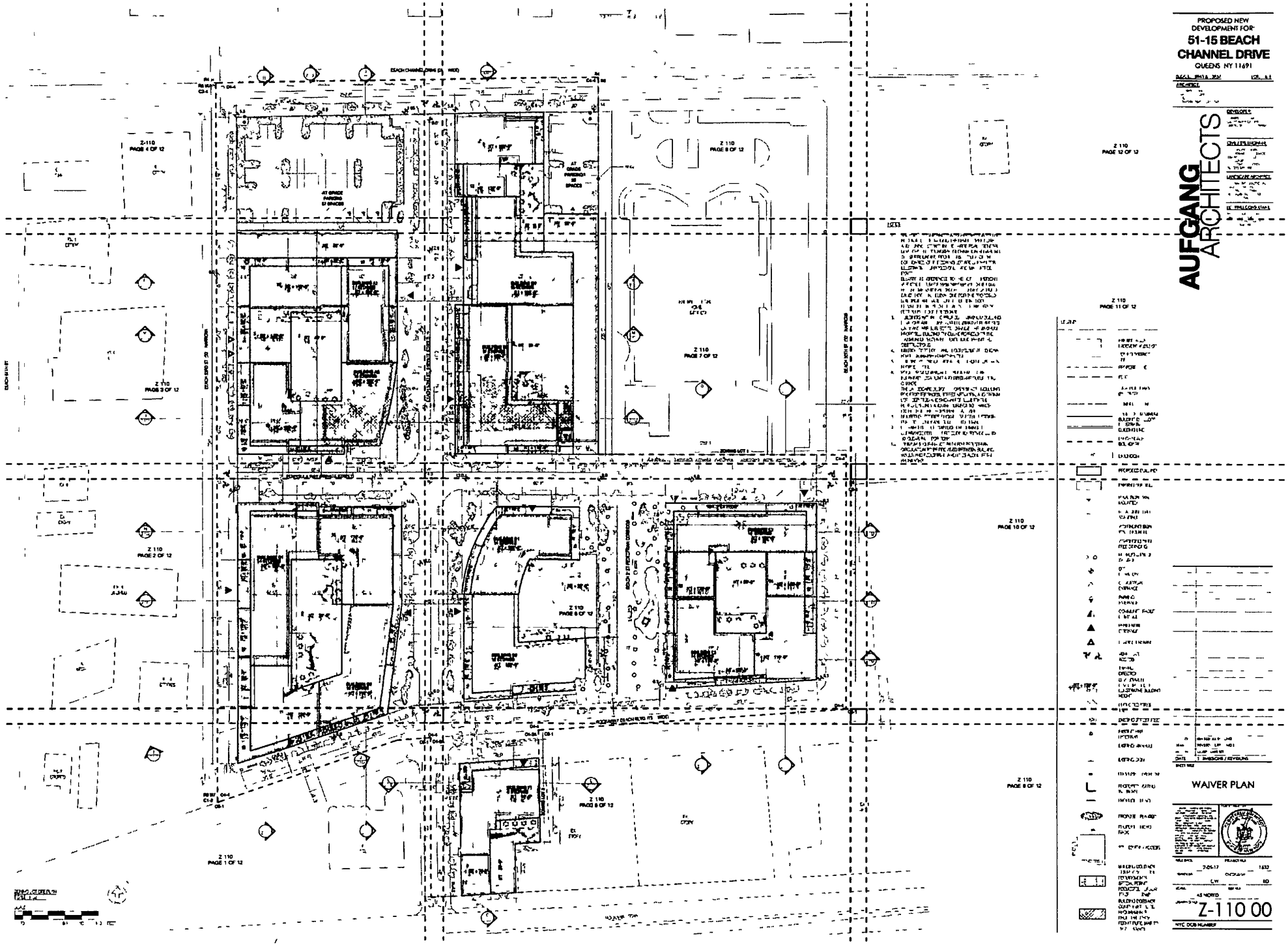
LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31 STREET
8th FLOOR
NEW YORK, NY 10001
TEL 212.479.5400

LANDSCAPE ARCHITECT

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
303 LAFAYETTE STREET
NEW YORK, NY 10012
TEL 212.537.6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK, NY 10001
TEL 917.525-5567



PROPOSED NEW DEVELOPMENT FOR:

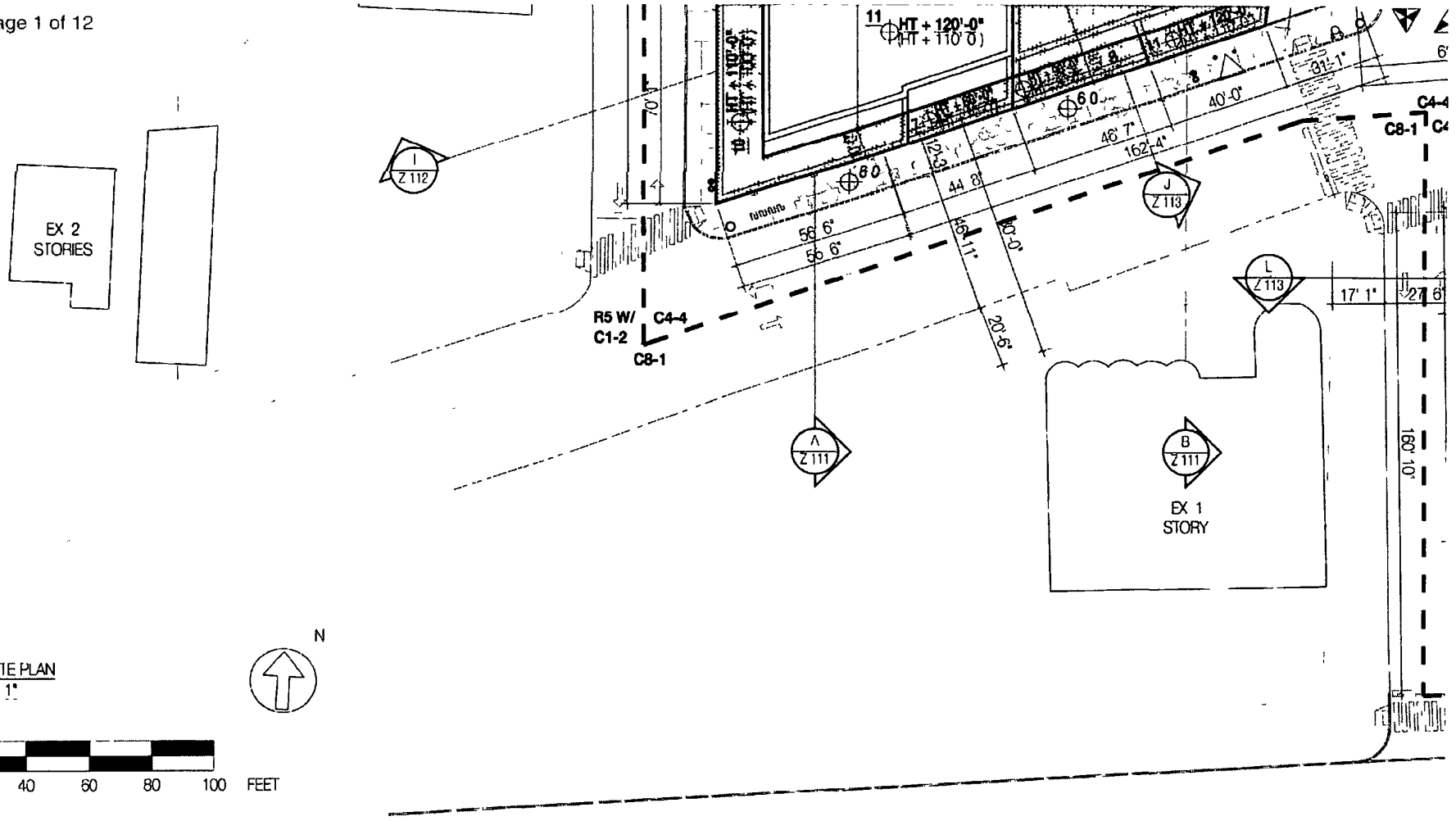
51-15 BEACH CHANNEL DRIVE

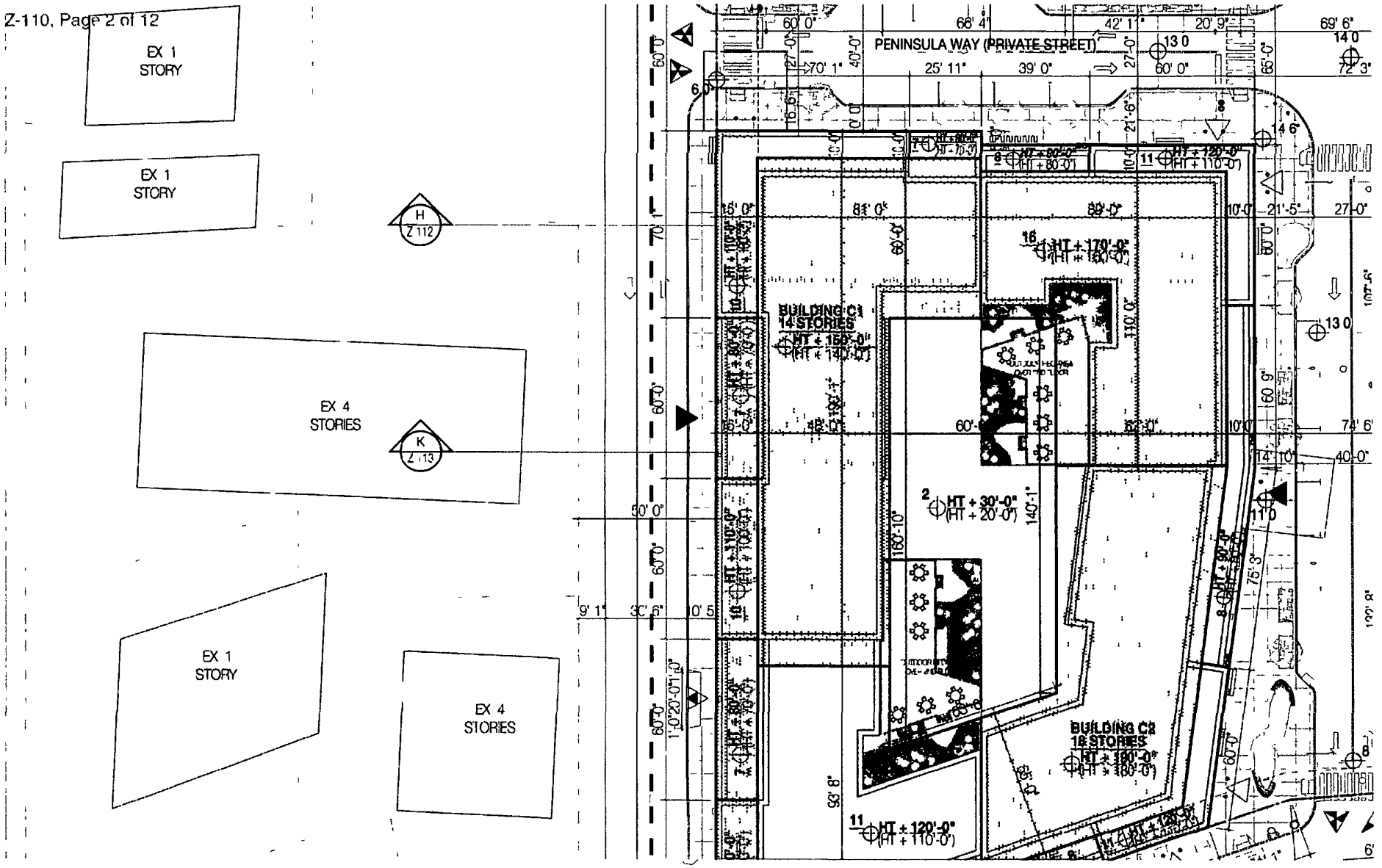
QUEENS NY 11691

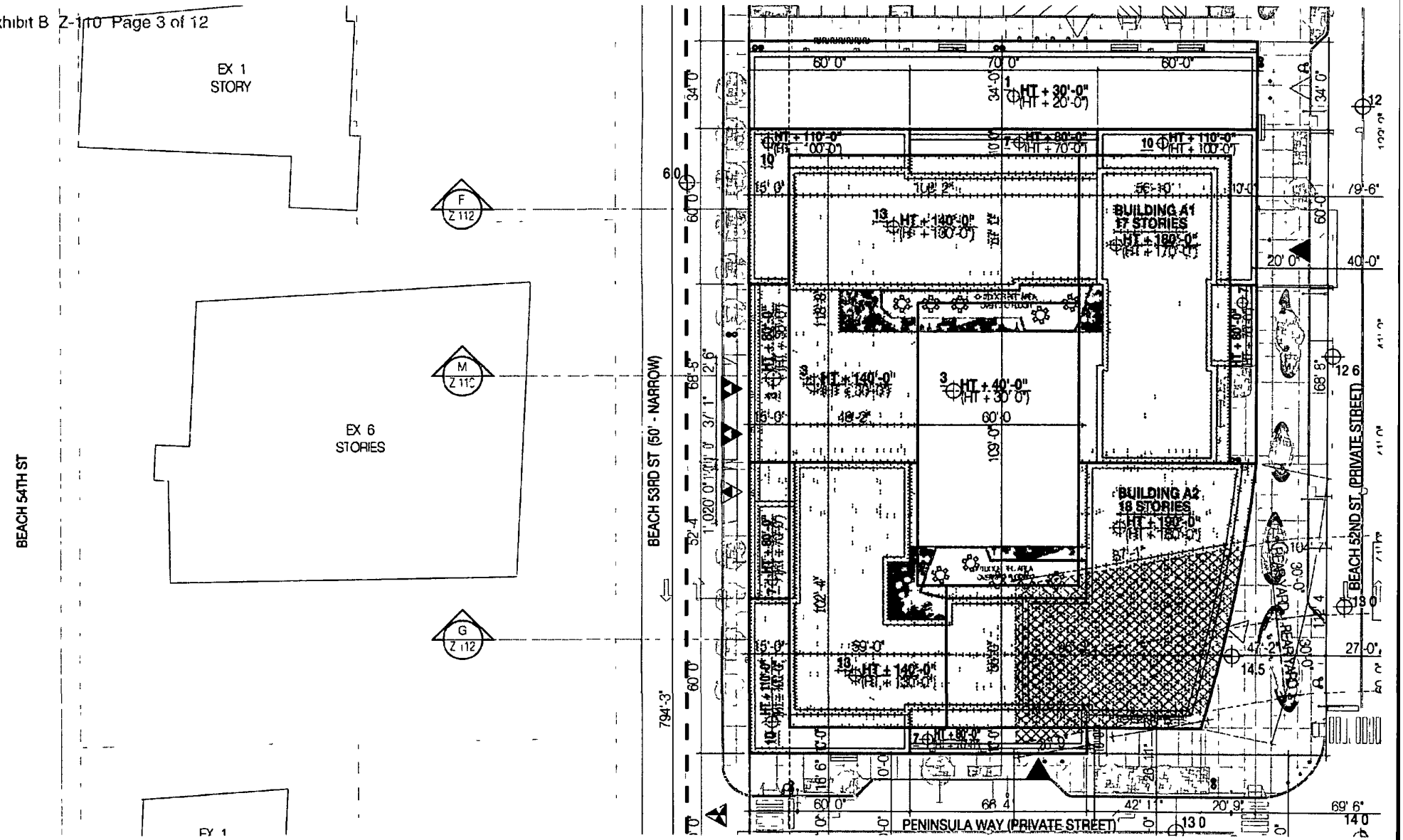
AUFGANG ARCHITECTS

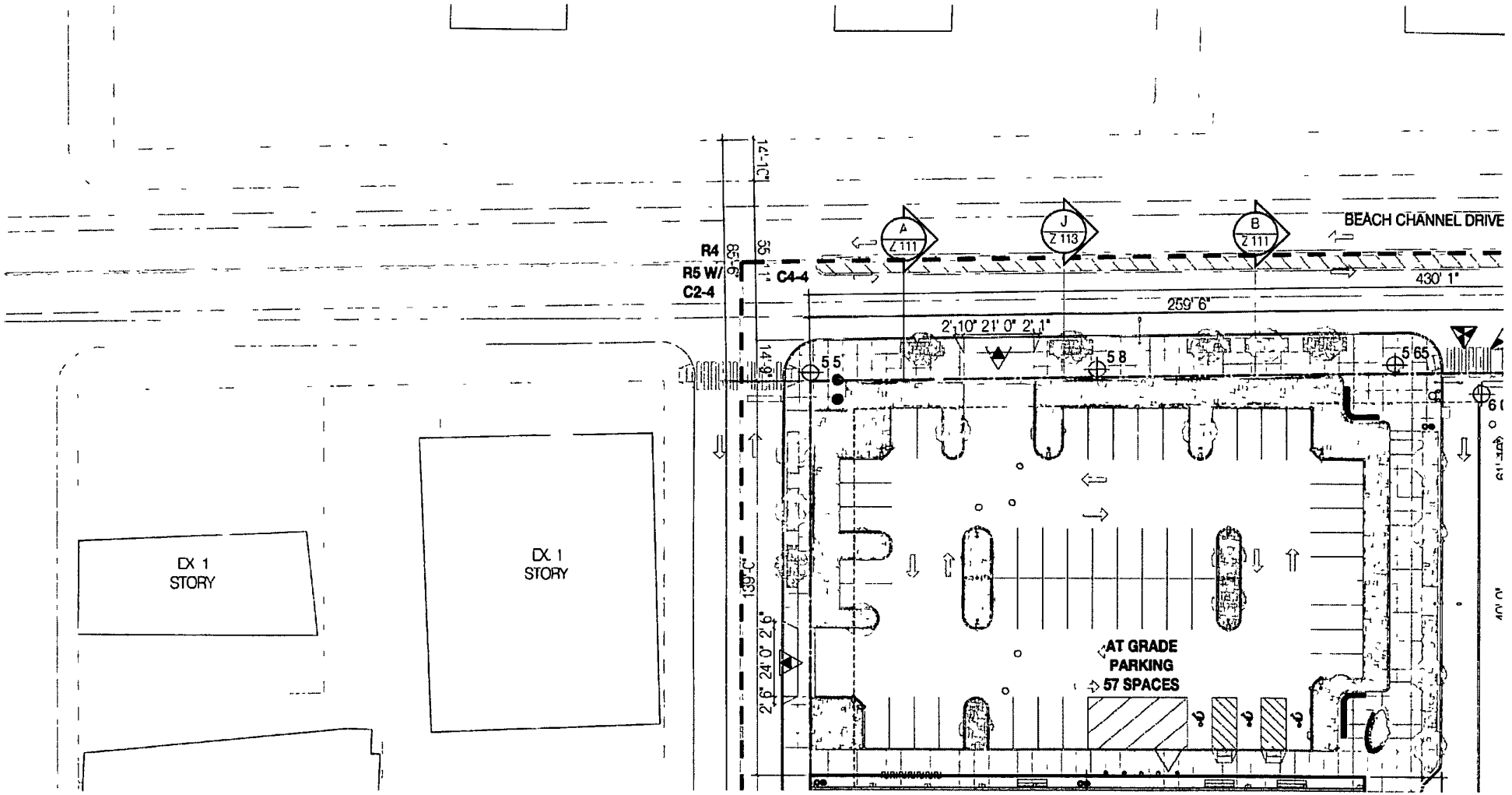
WAIVER PLAN

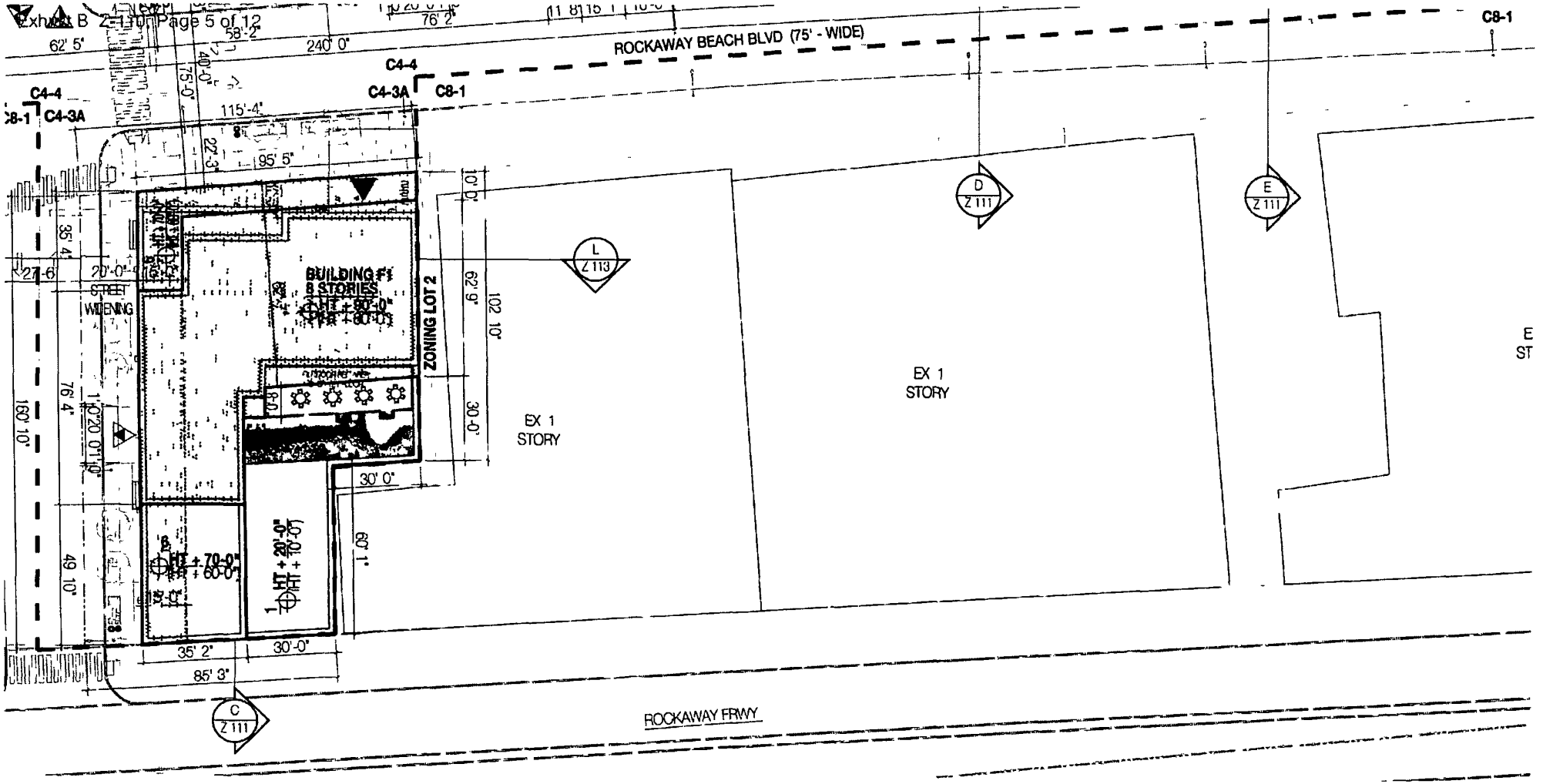
Z-110 00

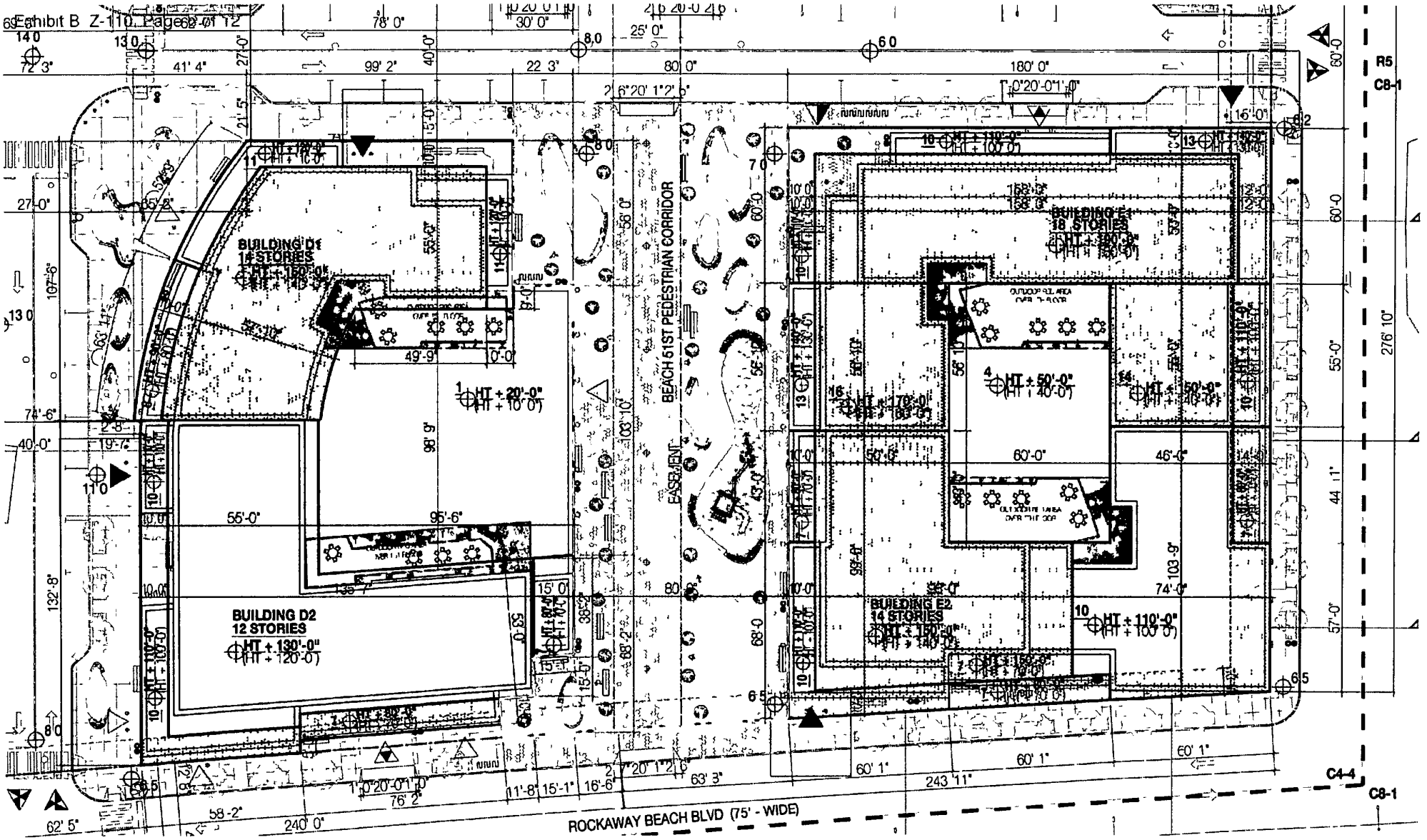

EX 2
STORIES
11 HT + 120'-0"
(HT + 110'-0")
70'-0"
futurure
56' 6"
56' 6"
44' 8"
45' 11"
40'-0"
20'-5"
46' 7"
162'-4"
40'-0"
31'-1"
17' 1"
27' 6"
160' 10"
R5 W/ C4-4
C1-2
C8-1
C8-1
I
Z 112
A
Z 111
B
Z 111
J
Z 113
L
Z 113
EX 1
STORY
N
ZONING LOT SITE PLAN
SCALE 1/32" = 1'
SCALE
0 10 20 40 60 80 100 FEET


EX 1
STORY
EX 1
STORY
H
Z 112
EX 4
STORIES
K
Z 113
EX 1
STORY
EX 4
STORIES
PENINSULA WAY (PRIVATE STREET)
BUILDING C1
14 STORIES
HT + 150'-0"
(HT + 140'-0")
16
HT + 170'-0"
(HT + 160'-0")
2
HT + 30'-0"
(HT + 20'-0")
BUILDING C2
18 STORIES
HT + 190'-0"
(HT + 180'-0")
11
HT + 120'-0"
(HT + 110'-0")


EX 1
STORY
EX 6
STORIES
BEACH 54TH ST
BEACH 53RD ST (50' - NARROW)
BEACH 52ND ST (PRIVATE STREET)
PENINSULA WAY (PRIVATE STREET)
BUILDING A1
17 STORIES
BUILDING A2
18 STORIES
F
Z 112
M
Z 112
G
Z 112


BEACH CHANNEL DRIVE
A
Z 111
J
Z 113
B
Z 111
R4
R5 W/
C2-4
C4-4
65'-0"
55'-1"
14'-10"
139'-0"
259'-6"
430'-1"
2'-10" 21'-0" 2'-1"
55
58
565
DX 1
STORY
DX 1
STORY
AT GRADE
PARKING
57 SPACES


ROCKAWAY BEACH BLVD (75' - WIDE)
C8-1
C4-4
C4-3A
C4-4
C8-1
C4-3A
C8-1
62' 5"
58'-2"
240' 0"
76' 2"
115'-4"
95' 5"
75'-0"
40'-0"
22' 3"
35' 4"
27' 6"
20'-0"
STREET WIDENING
BUILDING F1
8 STORIES
HT + 80'-0"
HT + 60'-0"
ZONING LOT 2
62' 9"
102' 10"
30'-0"
10' 0"
EX 1 STORY
EX 1 STORY
L Z 113
D Z 111
E Z 111
E ST
160' 10"
76' 4"
1
20' 0"
1' 0"
49' 10"
HT + 70'-0"
+ 60'-0"
1
HT + 20'-0"
+ 10'-0"
30' 0"
60' 1"
35' 2"
30'-0"
85' 3"
C Z 111
ROCKAWAY FRWY


BUILDING D1
14 STORIES
HT ± 150'-0"
(HT ± 140'-0")
BUILDING D2
12 STORIES
HT ± 130'-0"
(HT ± 120'-0")
BUILDING E1
18 STORIES
HT ± 180'-0"
(HT ± 170'-0")
BUILDING E2
14 STORIES
HT ± 150'-0"
(HT ± 140'-0")
BEACH 61ST PEDESTRIAN CORRIDOR
EASEMENT
1 HT ± 20'-0" (HT ± 10'-0")
4 HT ± 50'-0" (HT ± 40'-0")
10 HT ± 110'-0" (HT ± 100'-0")
ROCKAWAY BEACH BLVD (75' - WIDE)
R5
C8-1
C4-4
C8-1

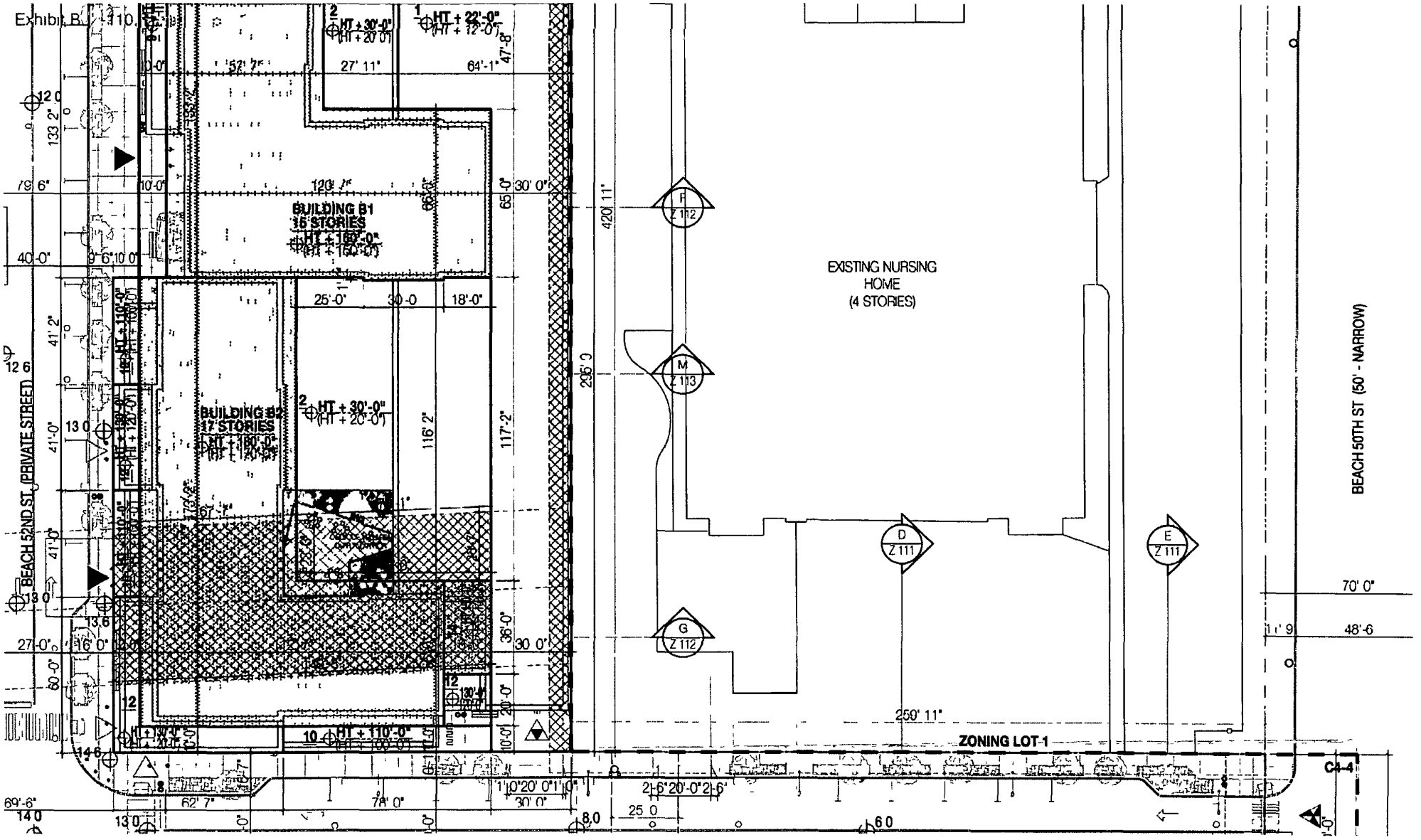
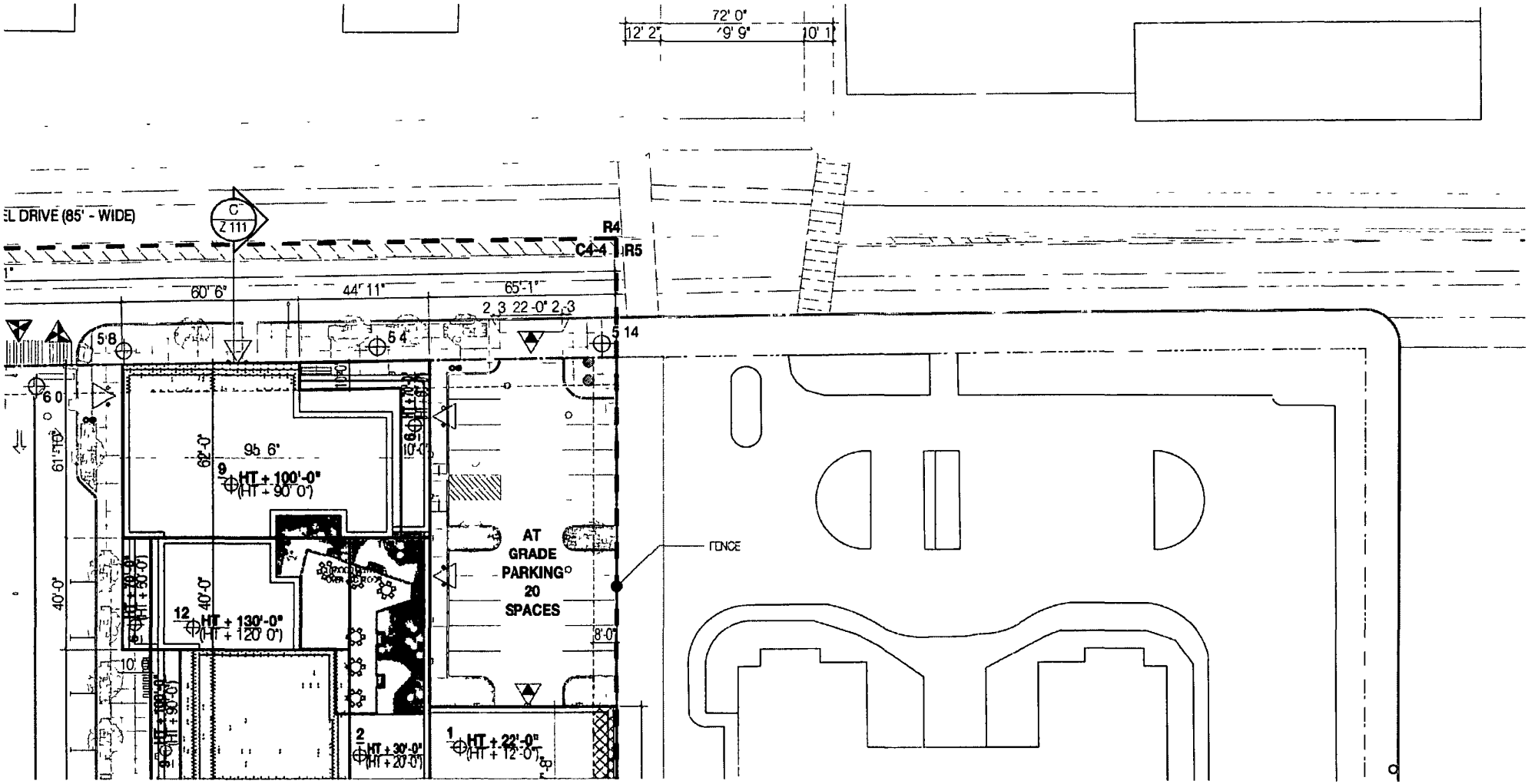
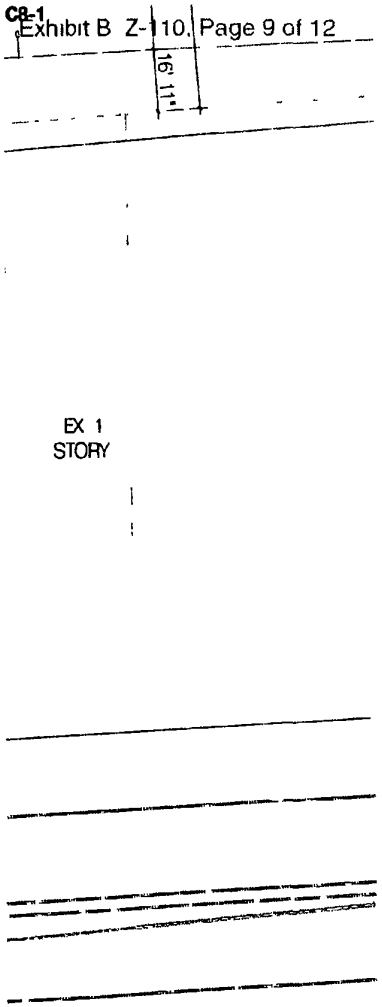


Exhibit B
BUILDING B1
16 STORIES
HT + 160'-0"
BUILDING B2
17 STORIES
HT + 180'-0"
EXISTING NURSING
HOME
(4 STORIES)
BEACH 52ND ST. (PRIVATE STREET)
BEACH 50TH ST (50' - NARROW)
ZONING LOT-1
C4-4
259' 11"
420' 11"
296' 0"
70' 0"
48'-6
F
Z 112
M
Z 113
D
Z 111
E
Z 111
G
Z 112


72' 0"
12' 2"
9' 9"
10' 1"
EL DRIVE (85' - WIDE)
C
Z 111
R4
C4-4
R5
60' 6"
44' 11"
65' 1"
2 3 22 -0" 2 3
5 8
5 4
5 14
6 0
61' 10"
95 6"
9
HT + 100'-0"
(HT + 90' 0")
AT
GRADE
PARKING
20
SPACES
FENCE
40'-0"
12
HT + 130'-0"
(HT + 120' 0")
40'-0"
8'-0"
10'
2
HT + 30'-0"
(HT + 20'-0")
1
HT + 22'-0"
(HT + 12'-0")

C8-1
Exhibit B Z-110, Page 9 of 12



TREE

EXISTING STREET TREE

EXISTING FIRE HYRDRANT

EXISTING MANHOLE

EXISTING SIGN

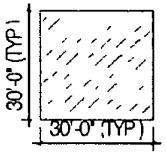
PROPOSED TRASH CAN

PROPOSED SEATING W/ BACKS

PROPOSED BENCH

PROPOSFD P ANTER

PROPOSED BICYCLE RACK



30' X 30' FDNY ACCESS

BUILDING DOES NOT COMPLY WITH HEIGHT REQUIREMENTS SPECIAL PERMIT REQUESTED PURSUANT TO ZR 74-743(a)(2)

BUILDING DOES NOT COMPLY WITH YARD REQUIREMENTS REQUIRES SPECIAL PERMIT PURSUANT TO ZR 74 743(a)(2)

DATE	SUBMISSIONS / REVISIONS
11 12 19	REVISED ULURP FILING SET
05-06-19	REVISED ULURP FILING SET
04-16-19	ULURP FILING SET

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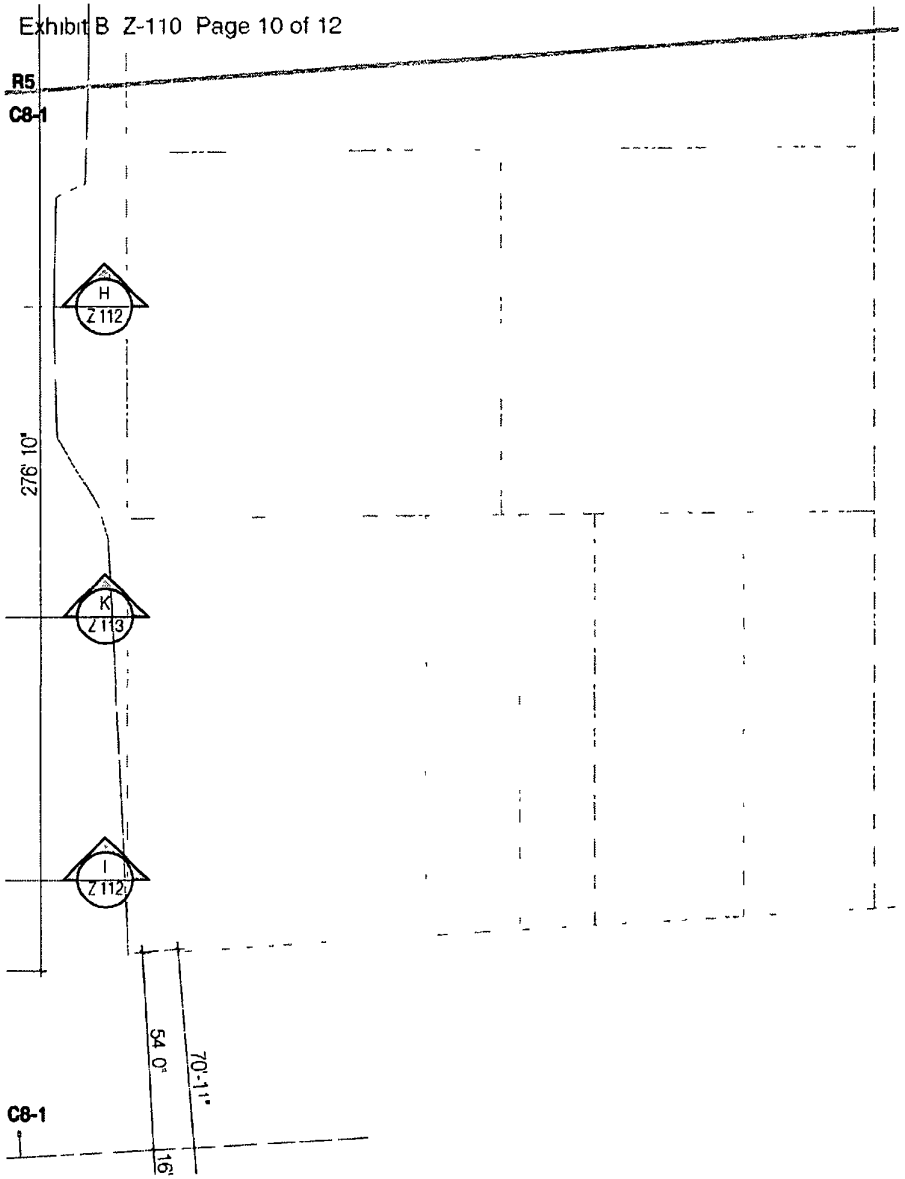
REGISTERED ARCHITECT
ARIEL AUFGANG
032769
STATE OF NEW YORK

ISSUE DATE: 12-05-17
PROJECT NO: #1632
DRAWN BY: CW
CHECKED BY: ED
SCALE: AS NOTED
SHEET NO:
DRAWING NO: Z-110.00

NYC DOB NUMBER



PROPOSED BUILDING

EXISTING BUILDING

P A A SIGN WALL MOUNTED

P A A SIGN FREE STANDING

WAYFINDING SIGN WALL MOUNTED

WAYFINDING SIGN - FREE STANDING

PROPOSED PYLON SIGNAGE

SPOT ELEVATION

COMMERCIAL ENTRANCE

PARKING ENTRANCE

COMMUNITY FACILITY ENTRANCE

RESIDENTIAL ENTRANCE

LOADING ENTRANCE

VEHICULAR ACCESS

TRAFFIC DIRECTION

HT + 135'-0" — DEVELOPMENT ENVELOPE HEIGHT

(HT + 125' 0") — ILLUSTRATIVE BUILDING HEIGHT

PROPOSED STREET TREE

EXISTING STREET TREE

NOTES:

1 ARCHITECT STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE AND ZONING LOT WITHIN THE LARGE SCALE GENERAL DEVELOPMENT BOUNDARY. INFORMATION REGARDING THE SURROUNDING PROPERTIES OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT

2 ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ. ELEVATIONS FOR THE PROPOSED BUILDINGS ARE BASED ON THE DESIGN FLOOD ELEVATION THAT IS 10 FEET ABOVE THE NAVD88 (10 FEET PLUS 1 FOOT FREEBOARD)

3 BUILDINGS WITHIN THE PROPOSED MAXIMUM BUILDING ENVELOPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. THE MAXIMUM PROPOSED BUILDING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT, EXCLUDING PERMITTED OBSTRUCTIONS

4 INTERIOR PARTITIONS AND FLOOR SLABS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

5 BUILDING ENTRANCES AREA SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

6 ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 THE LANDSCAPE DESIGN OF OPEN SPACE, INCLUDING ROOFTOP TERRACES, STREET NETWORK, AND PARKING LOTS DEPICTED ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE EXCEPT FOR THE PEDESTRIAN PLAZA AREA

8 NUMBER OF STORIES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE

9 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY

10 MINIMUM 8' CLEARANCE PATH FOR PEDESTRIAN CIRCULATION TO BE PROVIDED BETWEEN BUILDING WALLS AND PEDESTRIAN AMENITIES ALONG RETAIL FRONTAGES

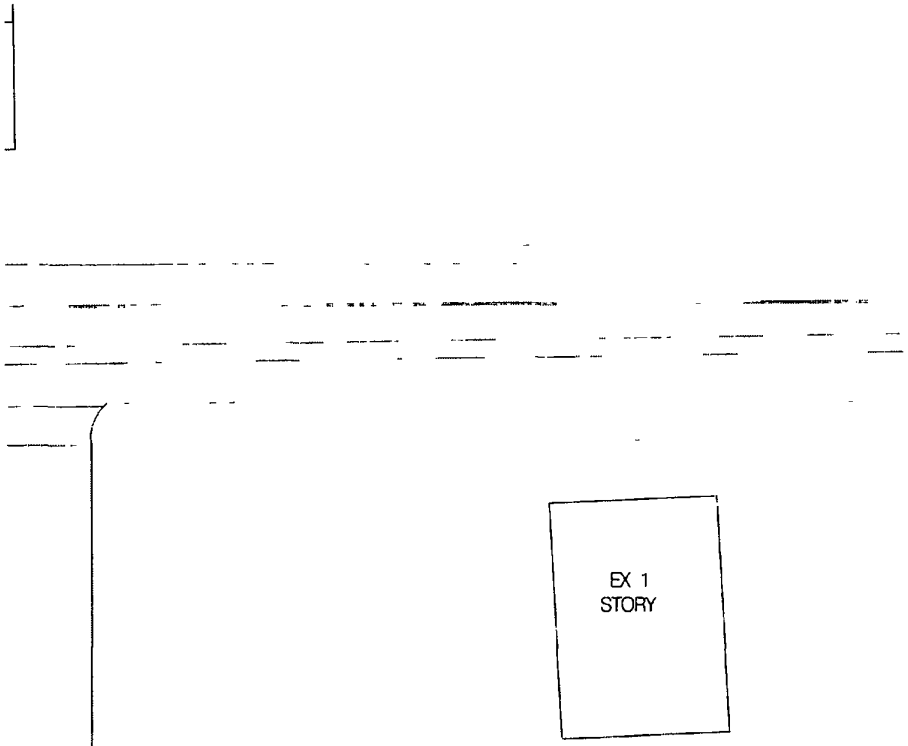
0"

6" 10'-1"

LEGEND

- EXISTING ACCESS EASEMENT (6,012 SF)
- ZONING DISTRICT LINE
- PROPERTY LINE
- FENCE
- P.A.A. BOUNDARY (21,375 SF)
- ZONING LOT LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- ILLUSTRATIVE BUILDING LINE
- LARGE SCALE BOUNDARY
- 54' 6" DIMENSION
- PROPOSED BUILDING

AUFG ARC
NEW YORK, N.Y. 10001
TEL 917.525.5669



NOTES

1. ARCHITECT STAMP AND SEAL CORRESPONDS TO THE

PROPOSED NEW
DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 & 15857 LOT 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845 368 0004

GANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
C/O THE ARKER COMPANIES
1344 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN NY 11576

CIVIL / SITE ENGINEER

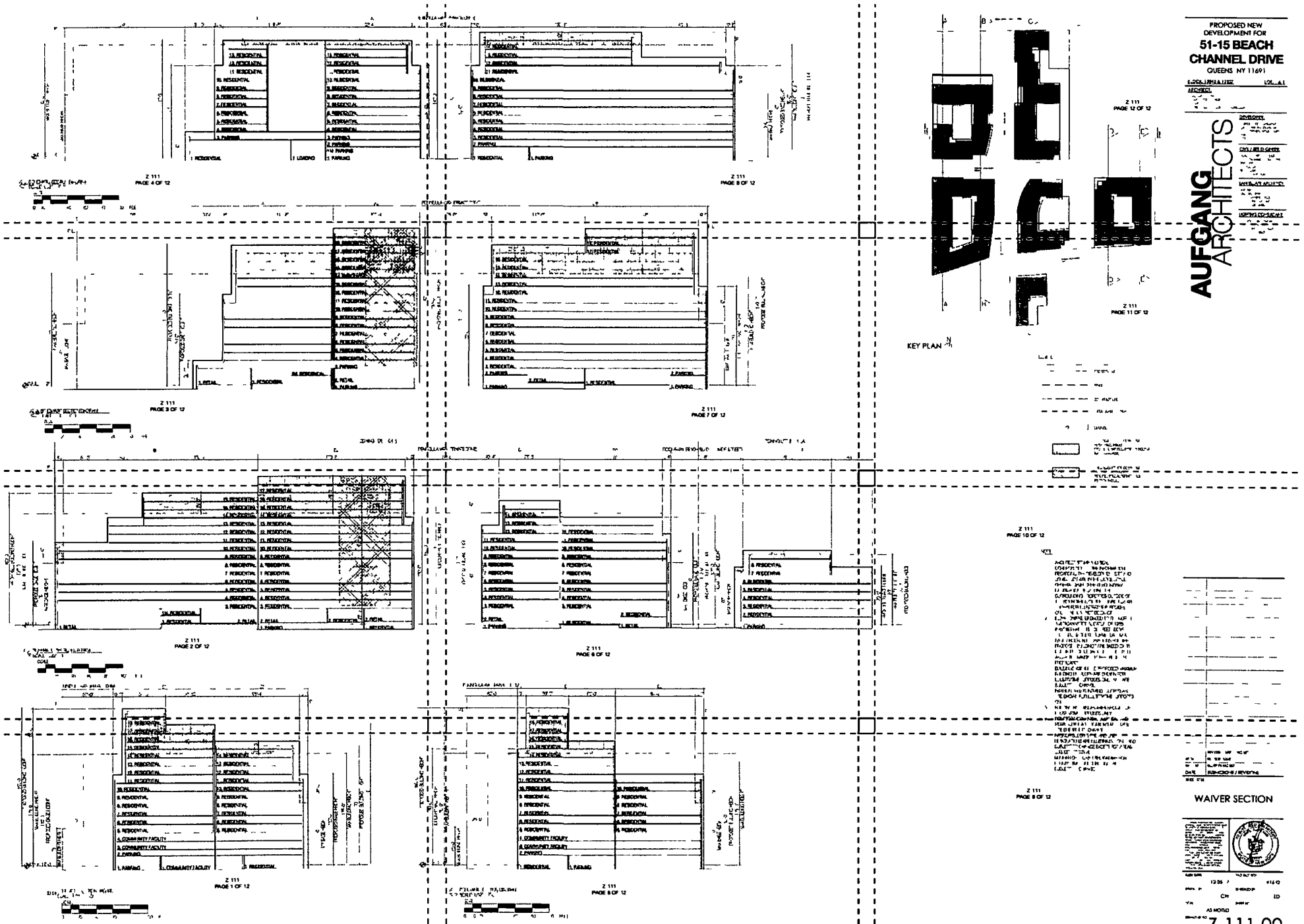
LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212 479 5400

LANDSCAPE ARCHITECT

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
205 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212-537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 595-6669



PROPOSED NEW DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS NY 11691

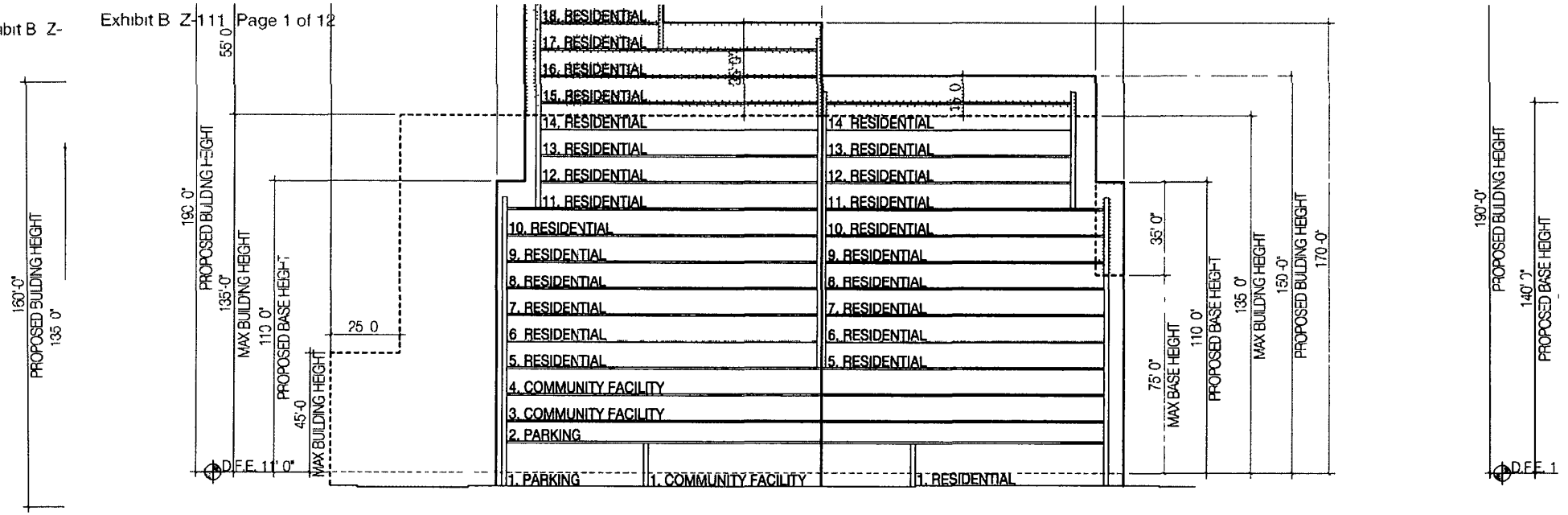
AUFGANG ARCHITECTS

KEY PLAN

WAIVER SECTION

Z-111 00

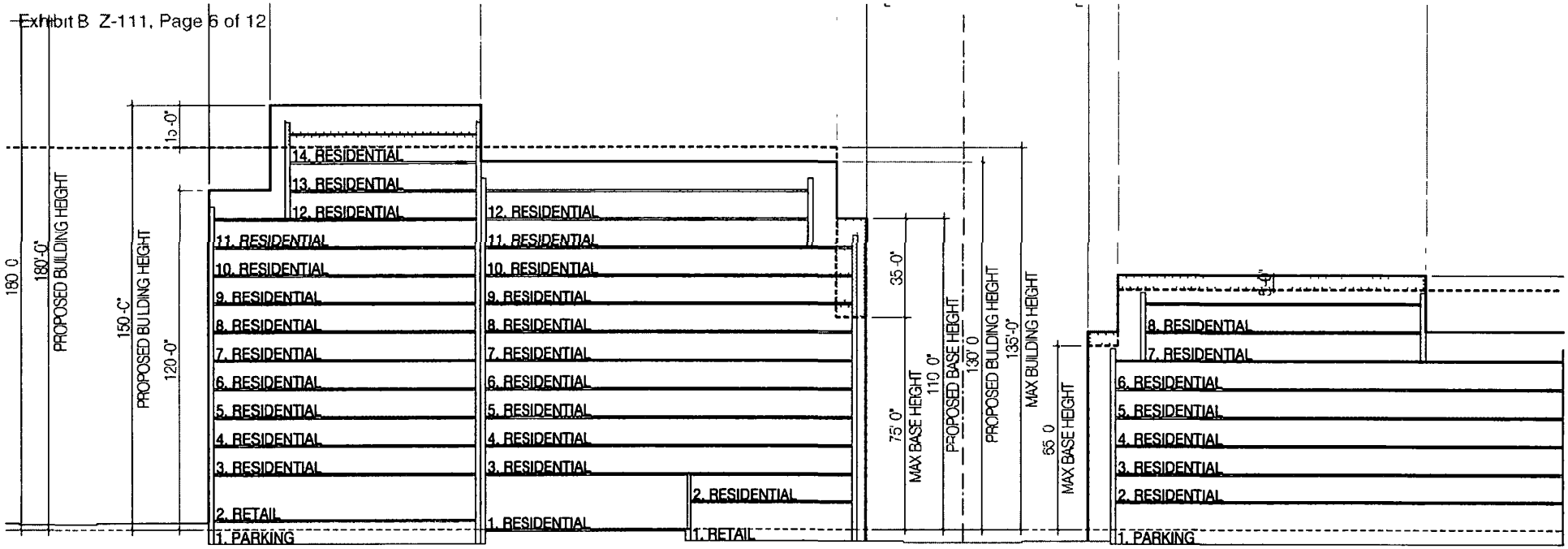
Exhibit B Z-

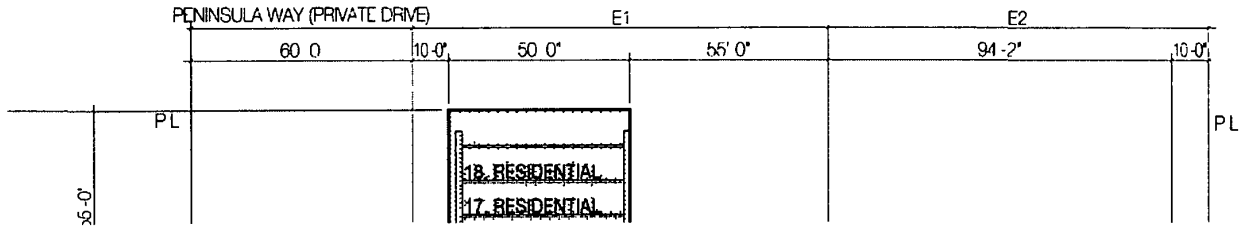


(D D) SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1'-0"

SCALE

0 10 20 40 60 80 100 FEET


180 0
180'-0"
PROPOSED BUILDING HEIGHT
150'-0"
PROPOSED BUILDING HEIGHT
15'-0"
120'-0"
14. RESIDENTIAL
13. RESIDENTIAL
12. RESIDENTIAL
11. RESIDENTIAL
10. RESIDENTIAL
9. RESIDENTIAL
8. RESIDENTIAL
7. RESIDENTIAL
6. RESIDENTIAL
5. RESIDENTIAL
4. RESIDENTIAL
3. RESIDENTIAL
2. RETAIL
1. PARKING
12. RESIDENTIAL
11. RESIDENTIAL
10. RESIDENTIAL
9. RESIDENTIAL
8. RESIDENTIAL
7. RESIDENTIAL
6. RESIDENTIAL
5. RESIDENTIAL
4. RESIDENTIAL
3. RESIDENTIAL
1. RESIDENTIAL
2. RESIDENTIAL
1. RETAIL
35'-0"
75' 0"
MAX BASE HEIGHT
110' 0"
PROPOSED BASE HEIGHT
130' 0"
PROPOSED BUILDING HEIGHT
135'-0"
MAX BUILDING HEIGHT
65' 0"
MAX BASE HEIGHT
8. RESIDENTIAL
7. RESIDENTIAL
6. RESIDENTIAL
5. RESIDENTIAL
4. RESIDENTIAL
3. RESIDENTIAL
2. RESIDENTIAL
1. PARKING


PENINSULA WAY (PRIVATE DRIVE)
E1
E2
60' 0"
10'-0"
50' 0"
55' 0"
94'-2"
10'-0"
PL
PL
18. RESIDENTIAL
17. RESIDENTIAL
35'-0"

STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 INTERIOR SUBDIVISIONS AND USE DESIGNATIONS ARE ILLUSTRATIVE ONLY AND SUBJECT TO CHANGE EXCEPT FOR AREAS SUBJECT TO WAIVER

8 NUMBER OF STORIES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE

DATE	SUBMISSIONS / REVISIONS
11 12 19	REVISED ULURP FILING SET
05-06 19	REVISED ULURP FILING SET
04-16-19	ULURP FILING SET

SHEET TITLE

WAIVER SECTION

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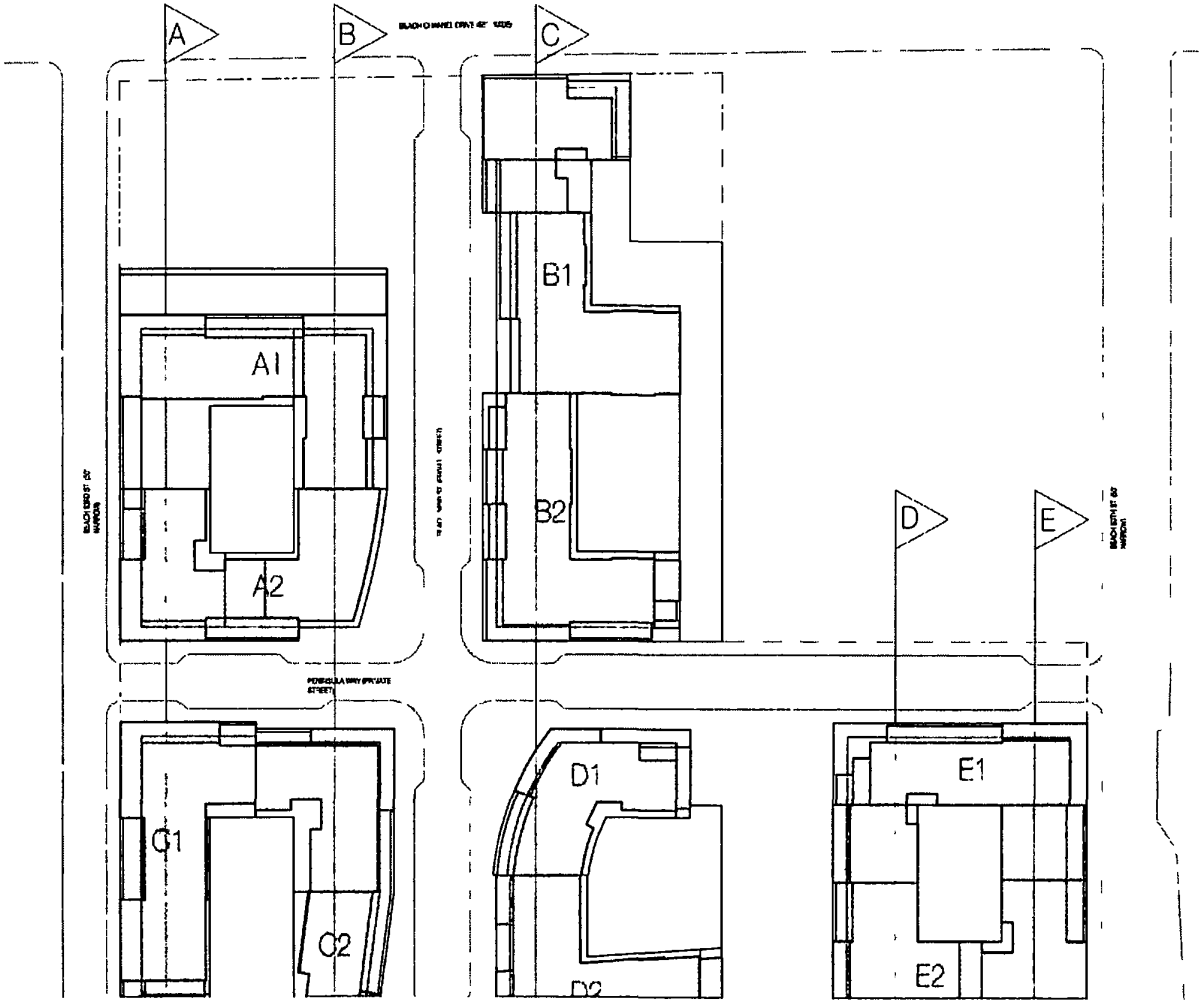
SEAL & SIGNATURE

REGISTERED ARCHITECT ARIEL AURGANG 032789 STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
CW	ED
SCALE	SHEET NO
AS NOTED	

DRAWING NO Z-111.00

NYC DOB NUMBER



PROPOSED NEW DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 & 15857 LOT 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845 368 0004

GANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
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2ND FLOOR
ROSLYN NY 115 6

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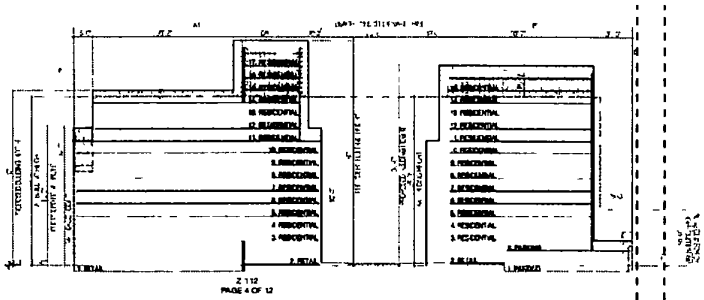
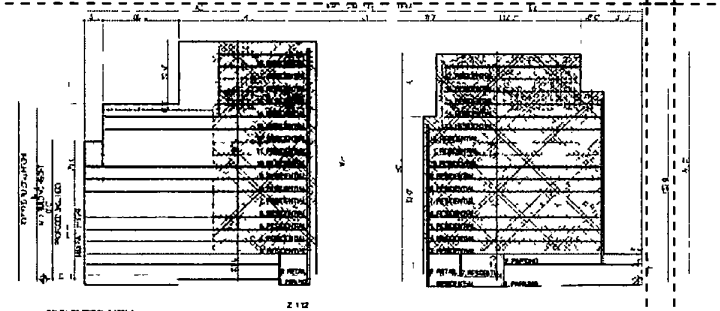
LANDSCAPE ARCHITECT

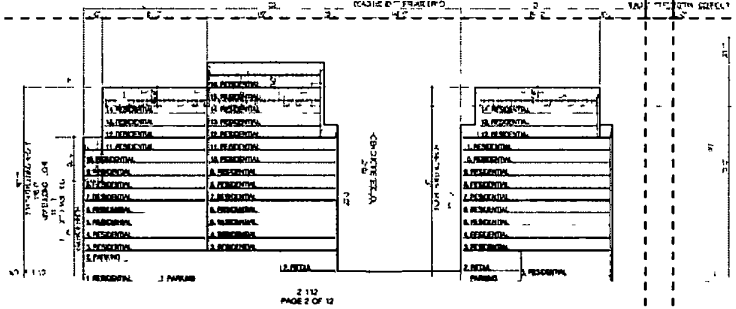
TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6080

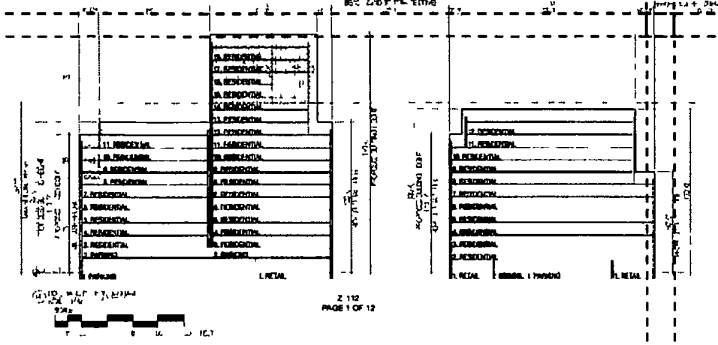
LIGHTING CONSULTANT

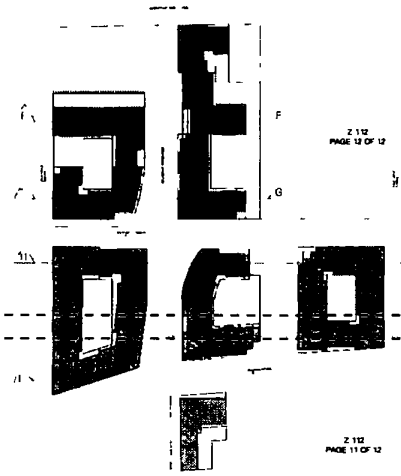
PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 [illegible]-5662











KEY PLAN

PROPOSED NEW DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS NY 11691

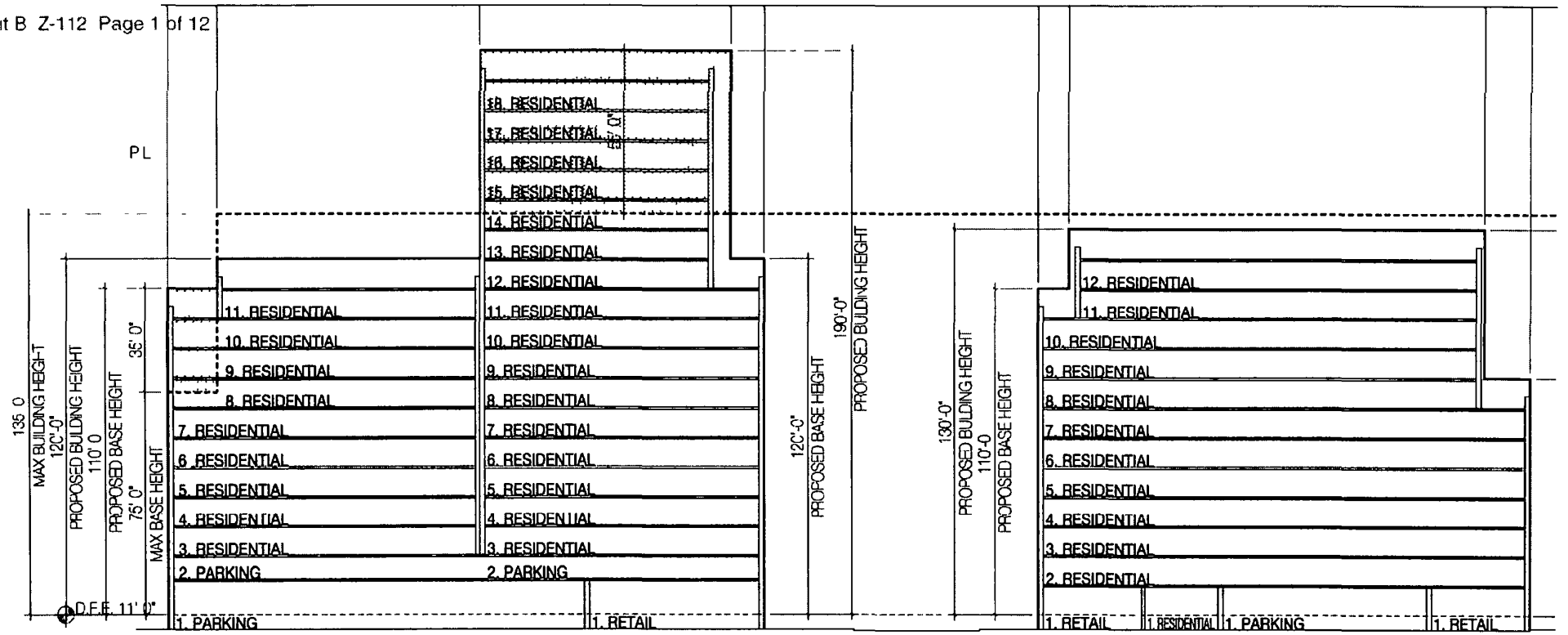
ARCHITECTS

AUFGANG ARCHITECTS

WAIVER SECTION

AS NOTED

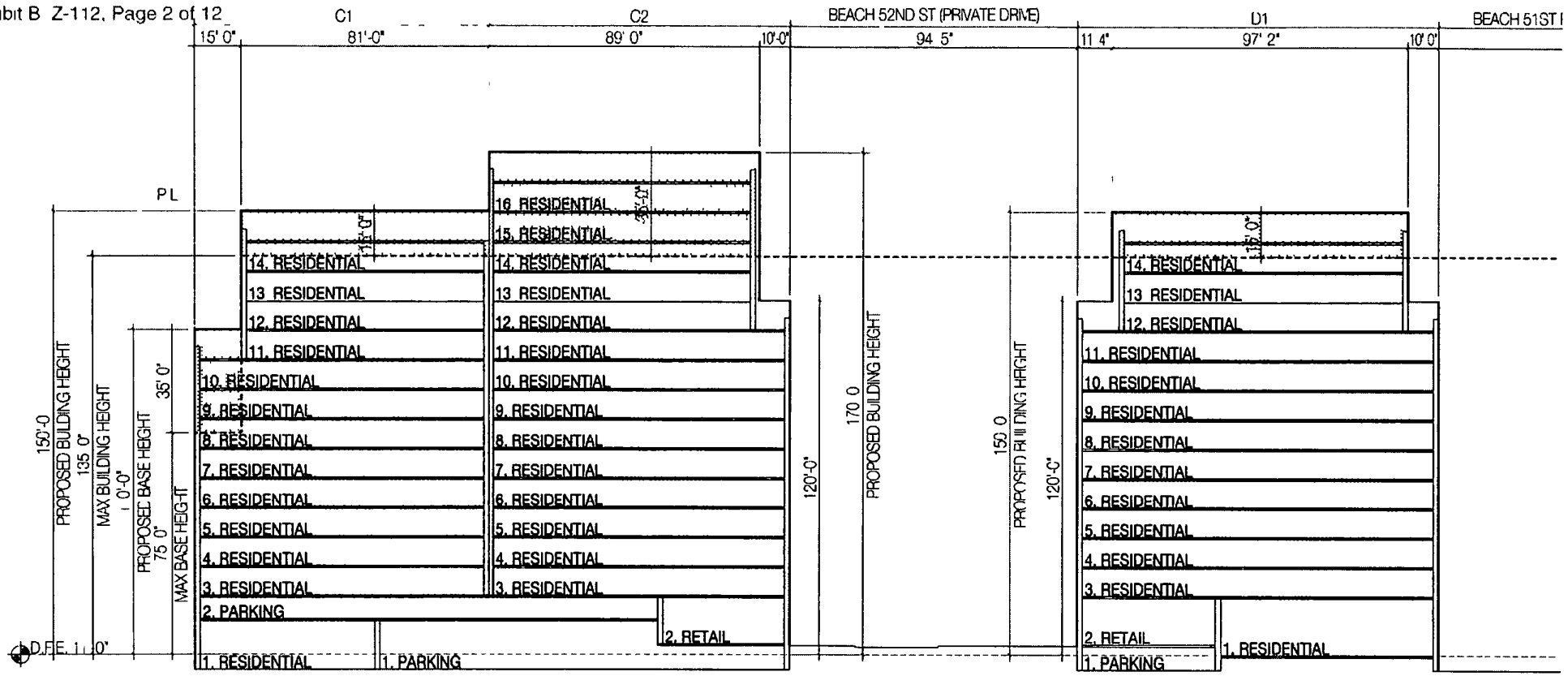
Z-112 00



(11) SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1' 0"

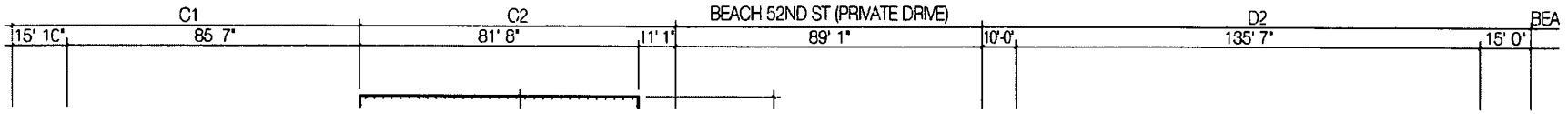
SCALE

0 10 20 40 60 80 100 FEET

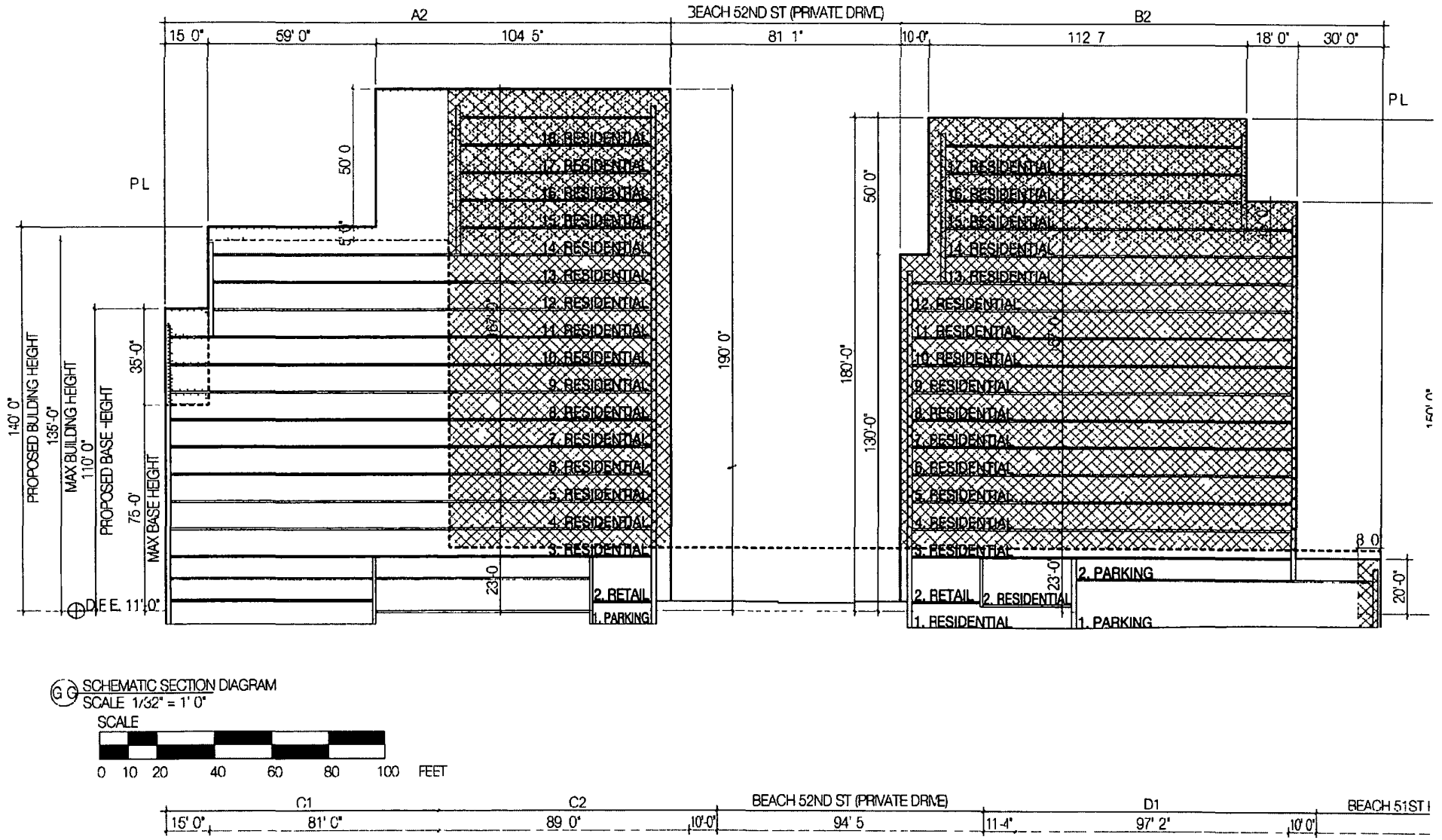


(HH) SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1' 0"

SCALE
0 10 20 40 60 80 100 FEET



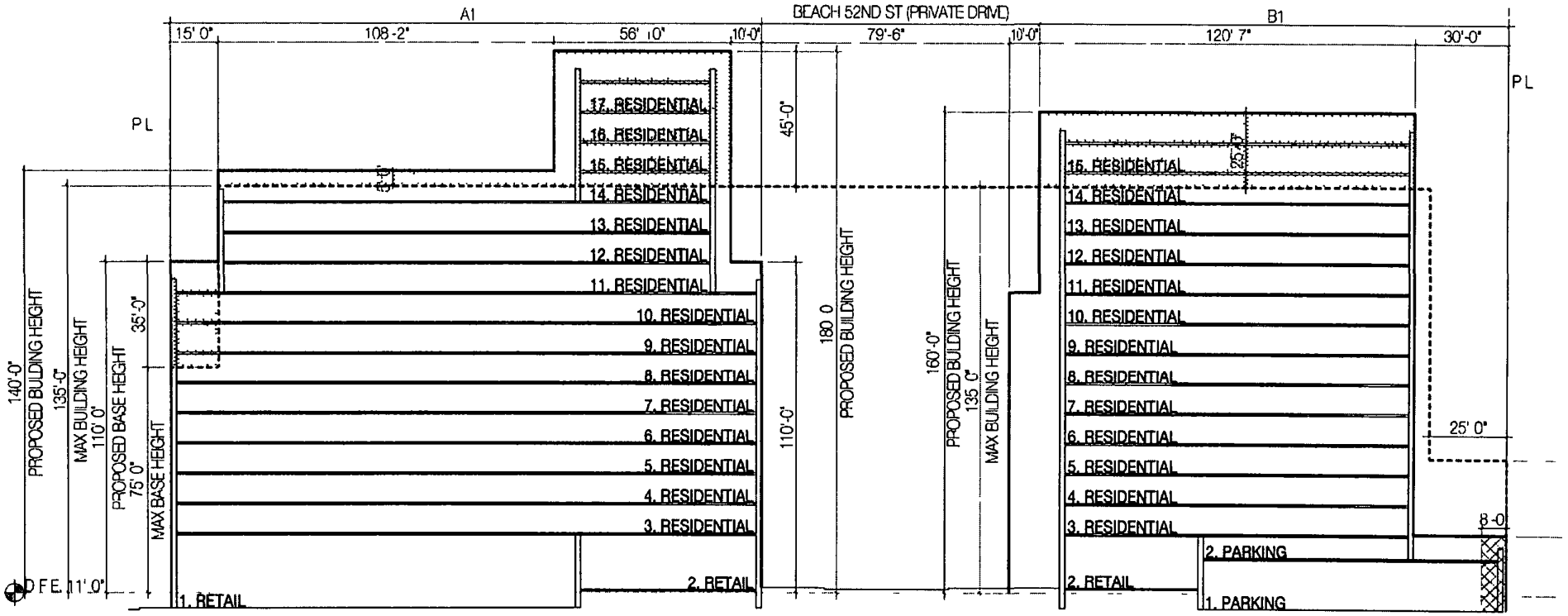
0 20 40 60 80 100 FEET



SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1' 0"

SCALE

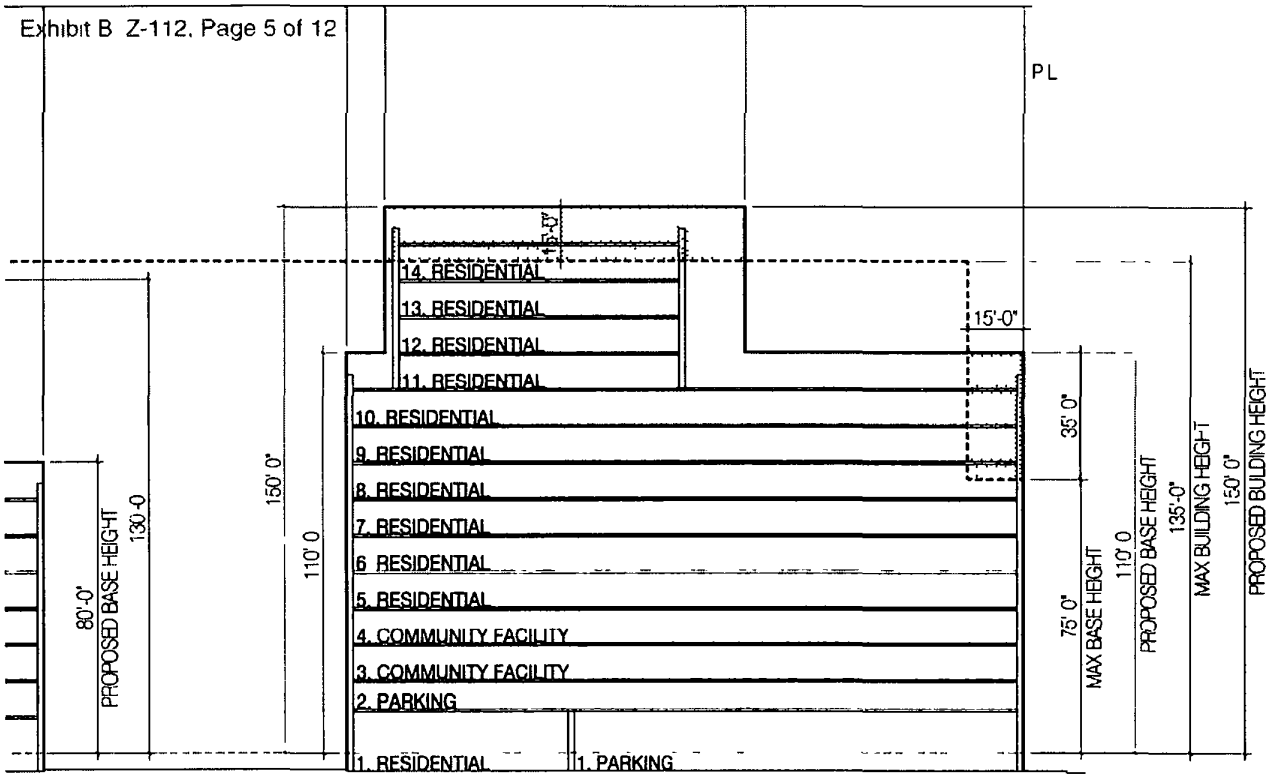
0 10 20 40 60 80 100 FEET

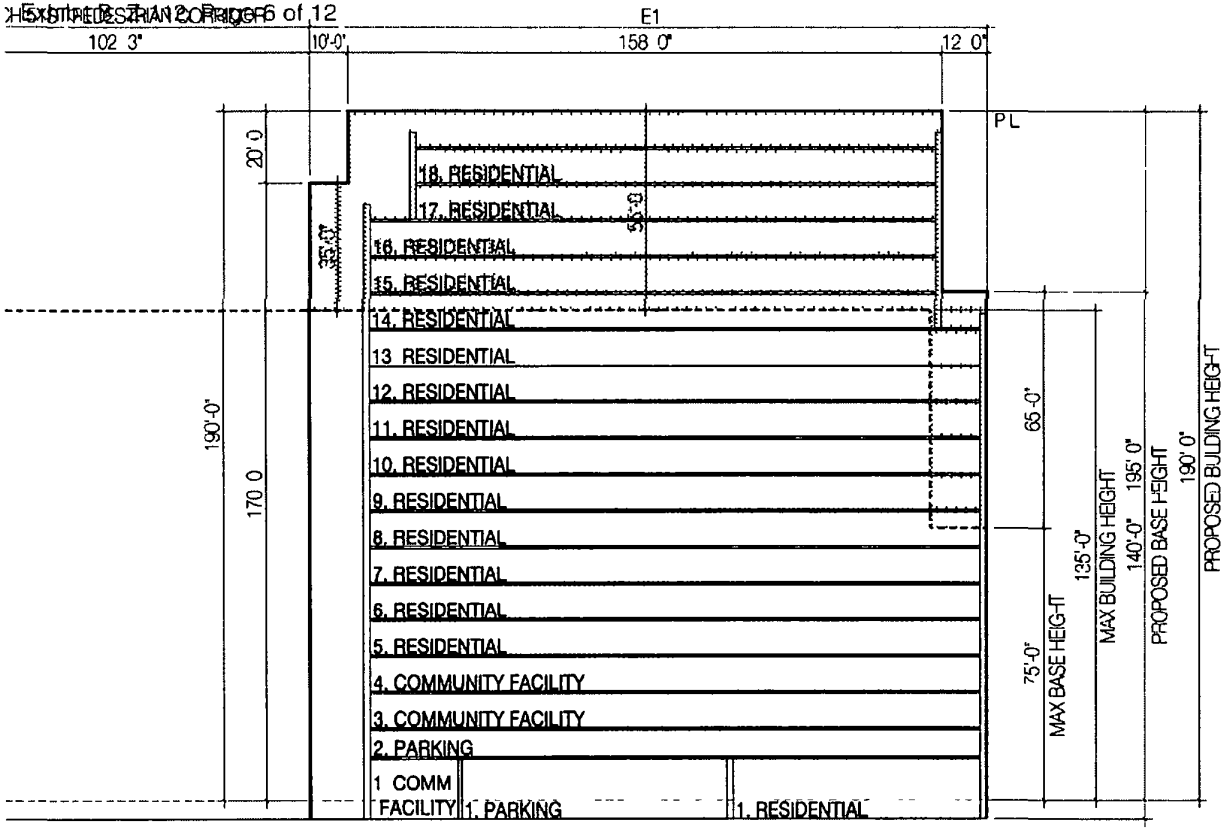


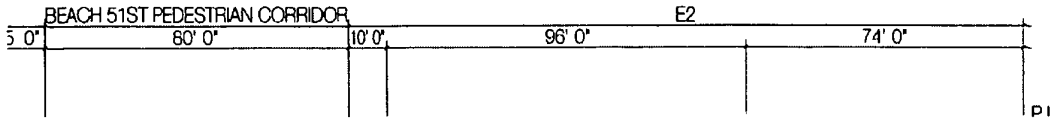
(F-F) SCHEMATIC SECTION DIAGRAM
SCALE F 1/32" = 1'-0"

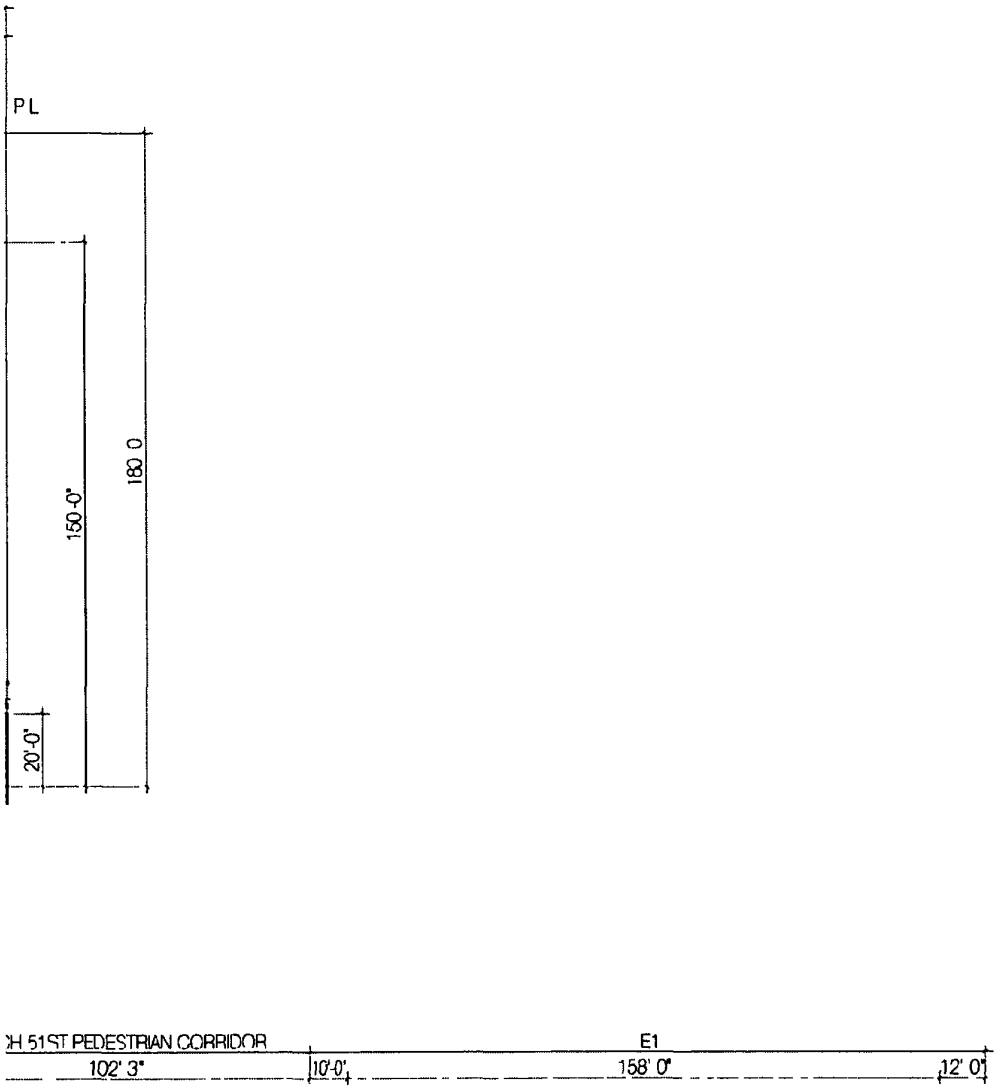
SCALE

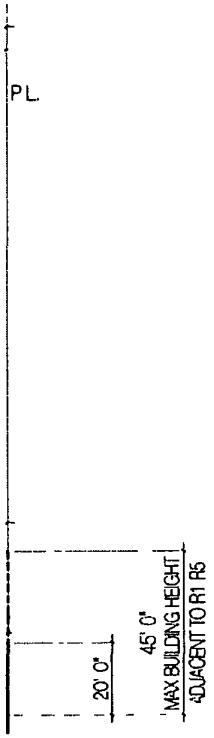
0 10 20 40 60 80 100 FEET


PL
15'-0"
14. RESIDENTIAL
13. RESIDENTIAL
12. RESIDENTIAL
11. RESIDENTIAL
10. RESIDENTIAL
9. RESIDENTIAL
8. RESIDENTIAL
7. RESIDENTIAL
6 RESIDENTIAL
5. RESIDENTIAL
4. COMMUNITY FACILITY
3. COMMUNITY FACILITY
2. PARKING
1. RESIDENTIAL
1. PARKING
15'-0"
35' 0"
75' 0"
MAX BASE HEIGHT
110' 0
PROPOSED BASE HEIGHT
135'-0"
MAX BUILDING HEIGHT
150' 0"
PROPOSED BUILDING HEIGHT
150' 0"
110' 0
80'-0"
PROPOSED BASE HEIGHT
130-0


EXISTING PEDESTRIAN CORRIDOR
E1
102' 3"
10'-0"
158' 0"
12' 0"
PL
20' 0
35'-0"
55'-0"
18. RESIDENTIAL
17. RESIDENTIAL
16. RESIDENTIAL
15. RESIDENTIAL
14. RESIDENTIAL
13 RESIDENTIAL
12. RESIDENTIAL
11. RESIDENTIAL
10. RESIDENTIAL
9. RESIDENTIAL
8. RESIDENTIAL
7. RESIDENTIAL
6. RESIDENTIAL
5. RESIDENTIAL
4. COMMUNITY FACILITY
3. COMMUNITY FACILITY
2. PARKING
1 COMM FACILITY
1. PARKING
1. RESIDENTIAL
190'-0"
170' 0
65'-0"
75'-0"
MAX BASE HEIGHT
135'-0"
MAX BUILDING HEIGHT
140'-0"
135' 0"
PROPOSED BASE HEIGHT
190' 0"
PROPOSED BULDING HEIGHT


BEACH 51ST PEDESTRIAN CORRIDOR
E2
5' 0"
80' 0"
10' 0"
96' 0"
74' 0"
P1


PL
180 0
150'-0"
20'-0"
H 51ST PEDESTRIAN CORRIDOR
E1
102' 3"
10'-0"
158' 0"
12' 0"


P.L.
20' 0"
45' 0"
MAX BUILDING HEIGHT
ADJACENT TO R1 R5

STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 INTERIOR SUBDIVISIONS AND USE DESIGNATIONS ARE ILLUSTRATIVE ONLY AND SUBJECT TO CHANGE EXCEPT FOR AREAS SUBJECT TO WAIVER

8 NUMBER OF STORIES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE

DATE	SUBMISSIONS / REVISIONS
11 12 19	REVISED ULURP FILING SET
05-06-19	REVISED ULURP FILING SET
04 16-19	ULURP FILING SET

SHEET TITLE

WAIVER SECTION

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SEAL & SIGNATURE

REGISTERED ARCHITECT ARIEL AUFGANG 032789 STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
CW	ED
SCALE	SHEET NO
AS NOTED	

DRAWING NO **Z-112.00**

NYC DOB NUMBER



TABLE REQUIREMENTS
REQUIRES SPECIAL PERMIT PURSUANT
TO ZR 74-743(a)(2)

NOTES

1 ARCHITECT STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE AND ZONING LOT WITHIN THE LARGE SCALE GENERAL DEVELOPMENT BOUNDARY INFORMATION REGARDING THE SURROUNDING PROPERTIES OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT

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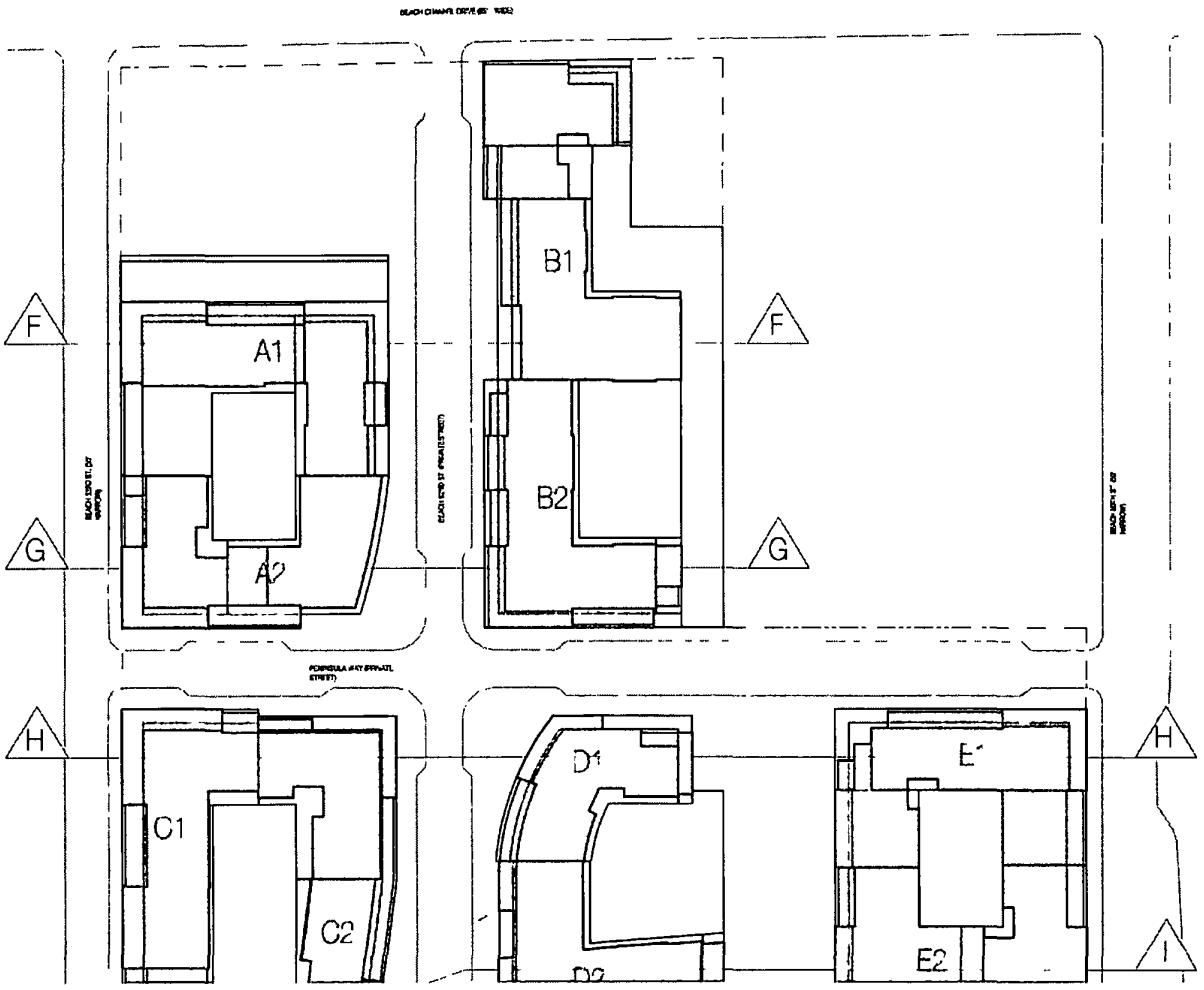
5 BUILDING ENTRANCES AREA SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

6 ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 INTERIOR SUBDIVISIONS AND USE



PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 & 15857 LOT 1 & 1

ARCHITECT

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SUFFERN NY
INFO@AUFGANG.COM 845 368 0004

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DEVELOPER

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C/O THE JAPKER COMPANIES
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NEW YORK NY 10012
TEL 212 537 6060

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PHT LIGHTING DESIGN INC
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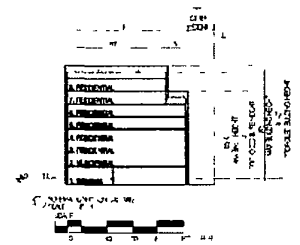
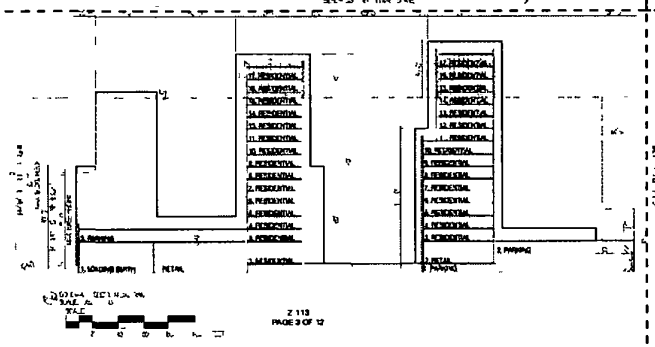
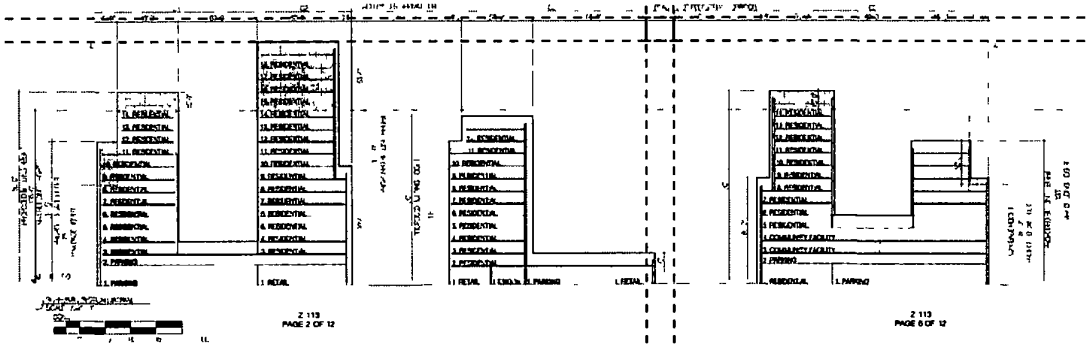
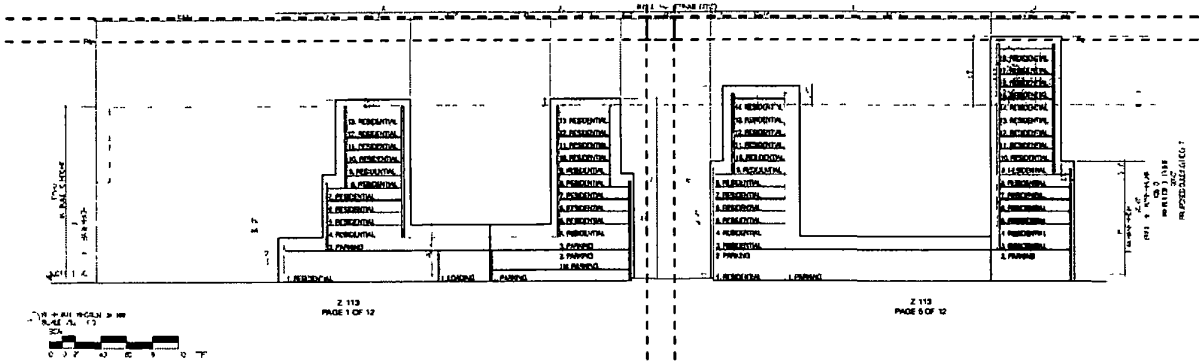
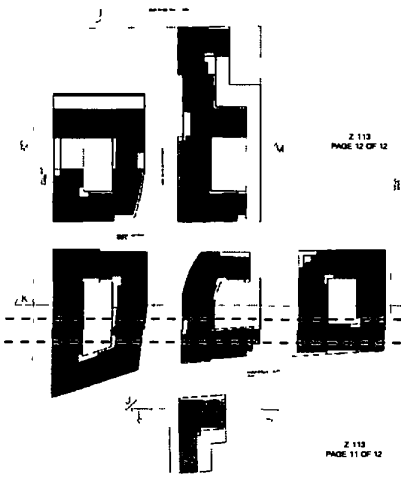
TEL 917 525-5640











KEY PLAN

PROPOSED NEW DEVELOPMENT FOR:

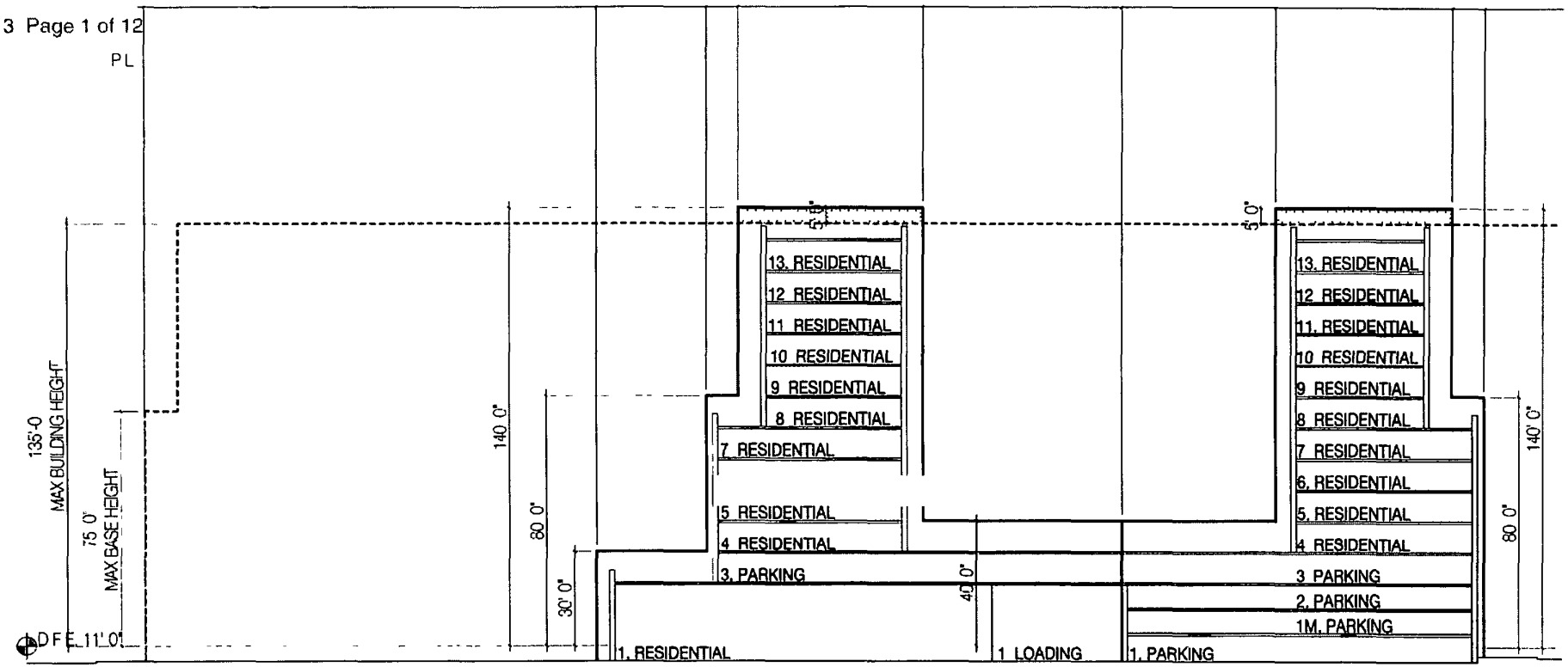
51-15 BEACH CHANNEL DRIVE

QUEENS NY 11691

AUFGANG ARCHITECTS

WAIVER SECTION

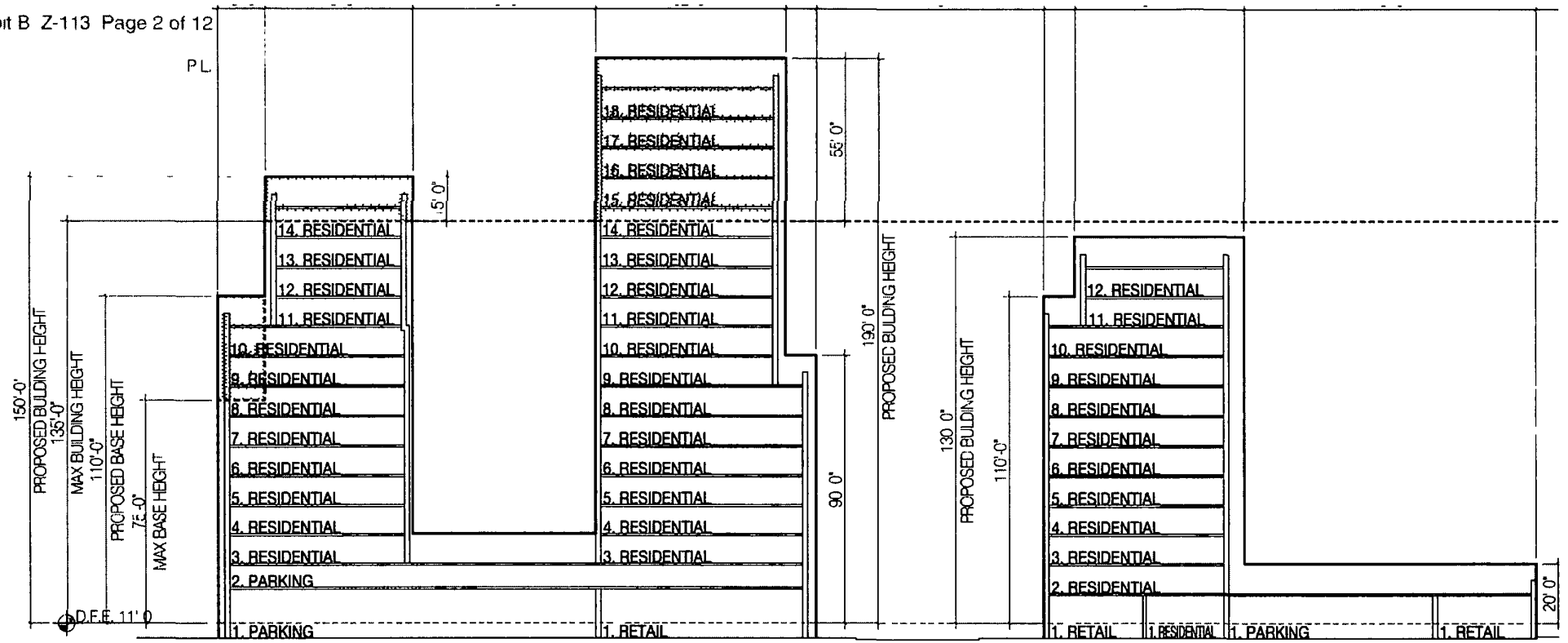
Z-113 00



(1-J) SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1' 0"

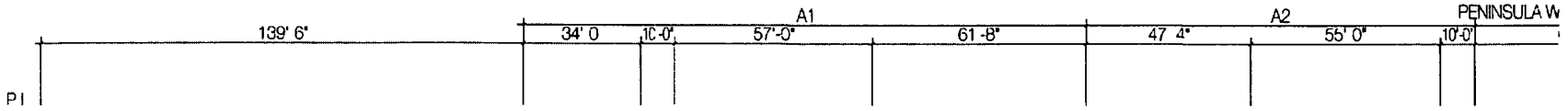
SCALE

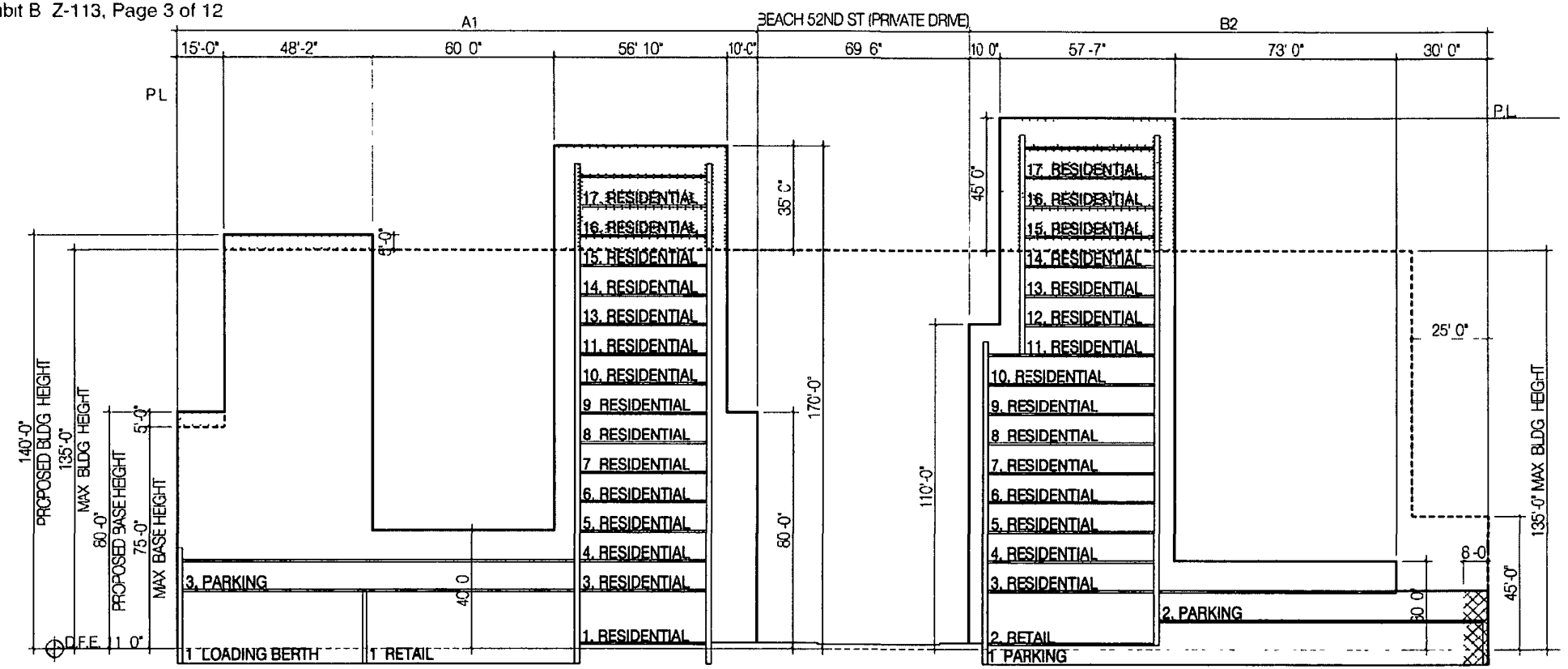
0 10 20 40 60 80 100 FEET



K SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1'-0"

SCALE
0 10 20 40 60 80 100 FEET

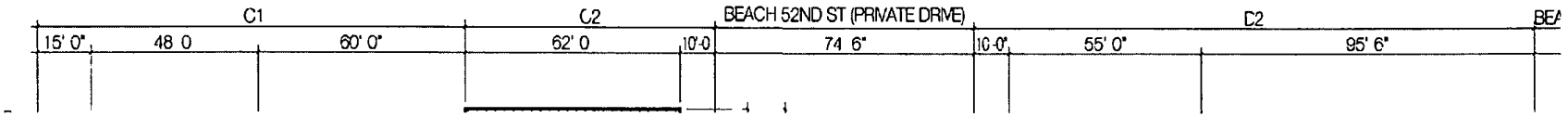


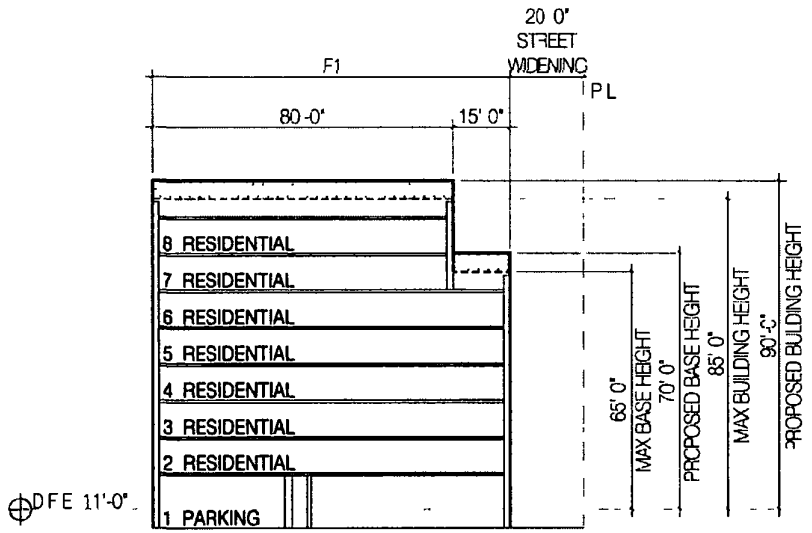


(M M) SCHEMATIC SECTION DIAGRAM
SCALE 1/32 = 1' 0"

SCALE

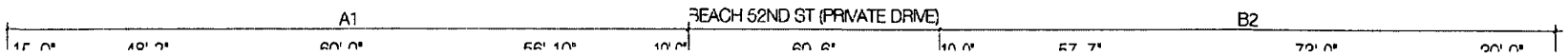
0 10 20 40 60 80 100 FEET

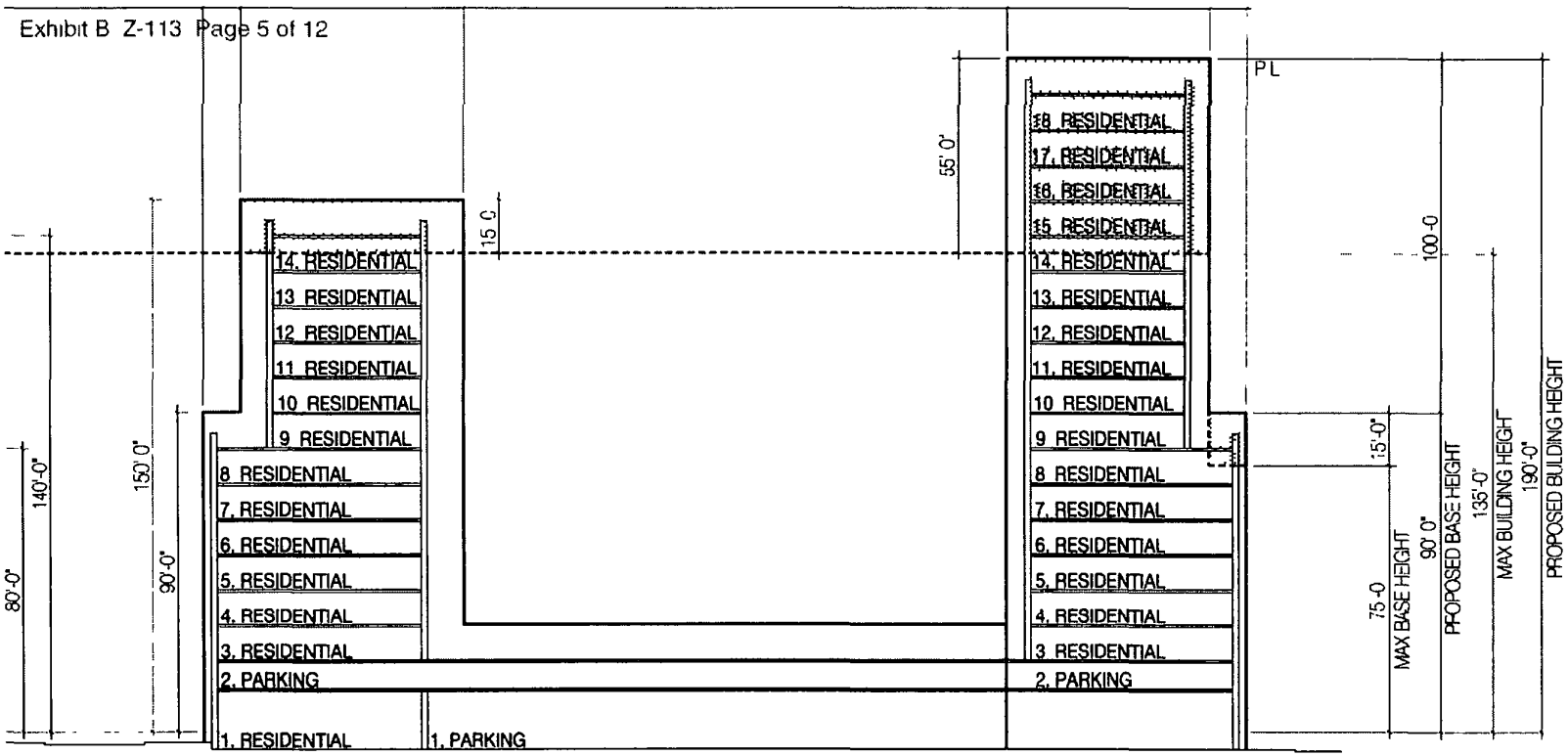


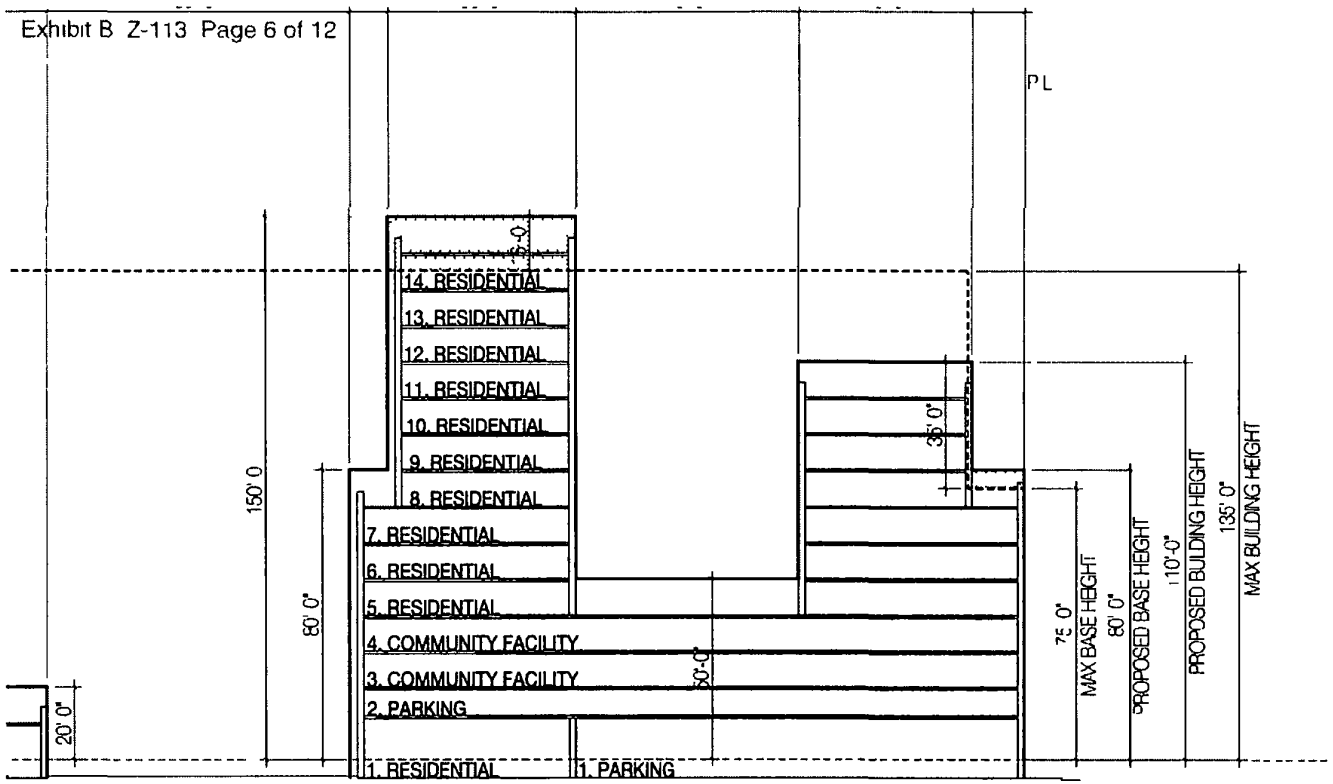


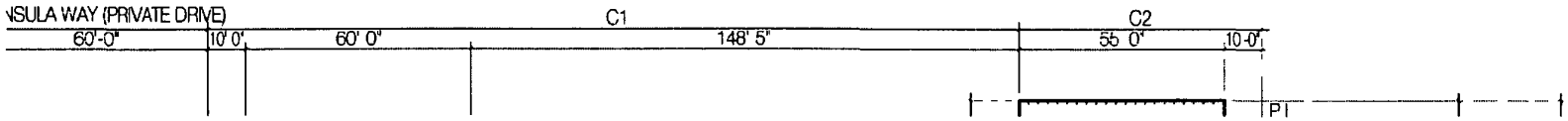
LL SCHEMATIC SECTION DIAGRAM
SCALE 1/32" = 1' 0"

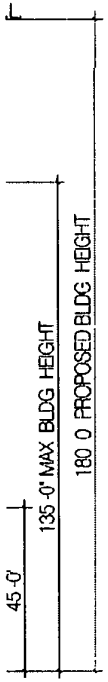


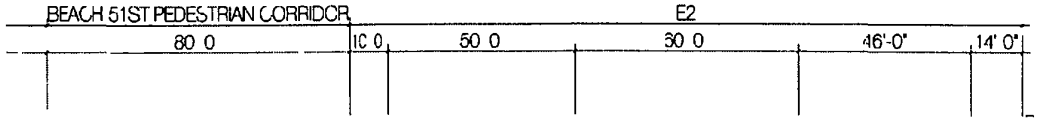


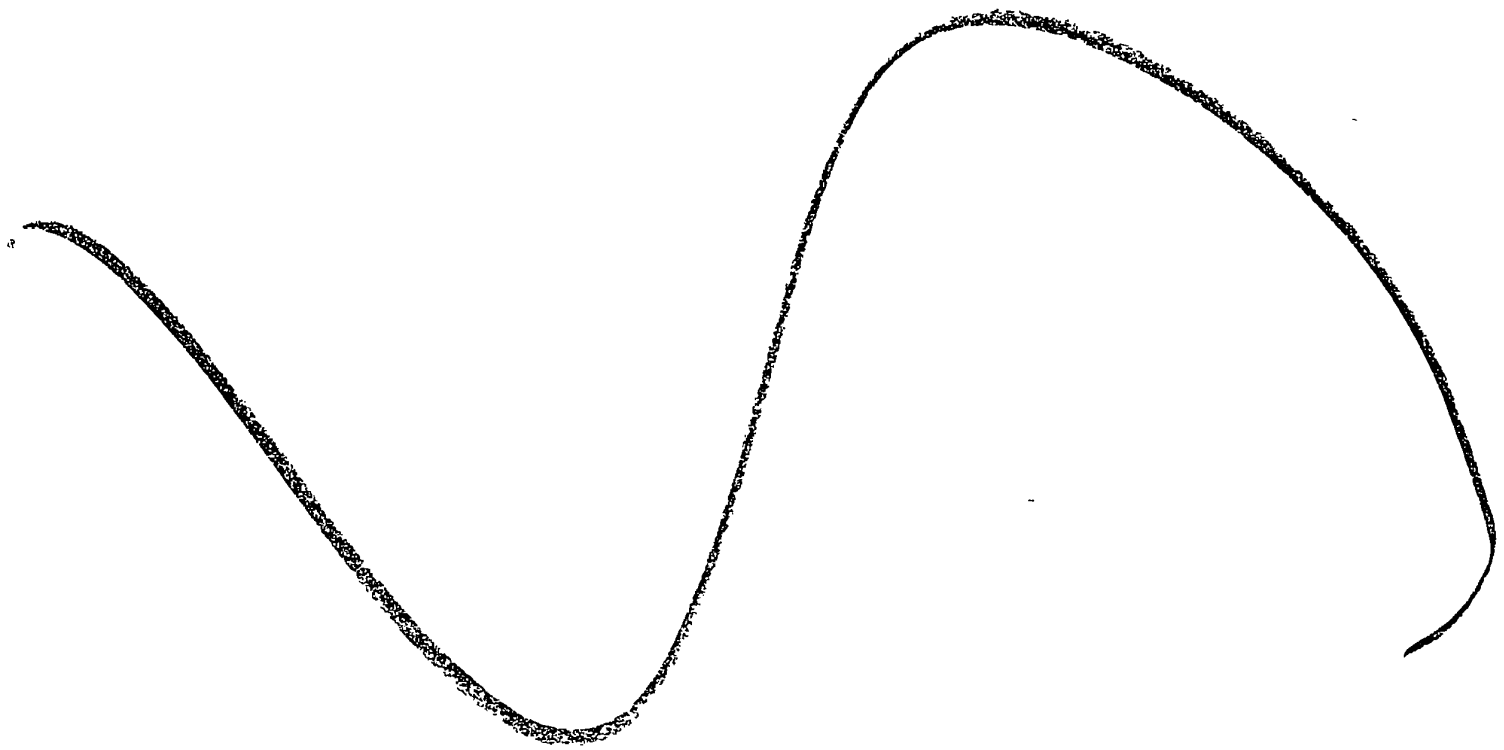

PL
55' 0"
15' 0"
18 RESIDENTIAL
17. RESIDENTIAL
16. RESIDENTIAL
15 RESIDENTIAL
14. RESIDENTIAL
13 RESIDENTIAL
12. RESIDENTIAL
11 RESIDENTIAL
10 RESIDENTIAL
9 RESIDENTIAL
8 RESIDENTIAL
7. RESIDENTIAL
6. RESIDENTIAL
5. RESIDENTIAL
4. RESIDENTIAL
3. RESIDENTIAL
2. PARKING
1. RESIDENTIAL
1. PARKING
80'-0"
140'-0"
150' 0"
90'-0"
15'-0"
75 -0
MAX BASE HEIGHT
90' 0"
PROPOSED BASE HEIGHT
100 -0
135'-0"
MAX BUILDING HEIGHT
190'-0"
PROPOSED BUILDING HEIGHT


PL
14. RESIDENTIAL
13. RESIDENTIAL
12. RESIDENTIAL
11. RESIDENTIAL
10. RESIDENTIAL
9. RESIDENTIAL
8. RESIDENTIAL
7. RESIDENTIAL
6. RESIDENTIAL
5. RESIDENTIAL
4. COMMUNITY FACILITY
3. COMMUNITY FACILITY
2. PARKING
1. RESIDENTIAL
1. PARKING
150' 0
80' 0"
20' 0"
60'-0"
35' 0"
75' 0"
MAX BASE HEIGHT
80' 0"
PROPOSED BASE HEIGHT
110'-0"
PROPOSED BUILDING HEIGHT
135' 0"
MAX BUILDING HEIGHT


NSULA WAY (PRIVATE DRIVE)
60'-0"
10' 0"
60' 0"
C1
148' 5"
C2
55' 0"
10-0"
PI


180 0 PROPOSED BLDG HEIGHT
135 -0" MAX BLDG HEIGHT
45 -0"


BEACH 51ST PEDESTRIAN CORRIDOR
E2
80 0
10 0
50 0
30 0
46'-0"
14' 0"



STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 INTERIOR SUBDIVISIONS AND USE DESIGNATIONS ARE ILLUSTRATIVE ONLY AND SUBJECT TO CHANGE EXCEPT FOR AREAS SUBJECT TO WAIVER

8 NUMBER OF STORIES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE

11 12 19	REVISED ULURP FILING SET
05 06 19	REVISED ULUPP FILING SET
04-16-19	ULURP FILING SET
DATE	SUBMISSIONS / REVISIONS

SHEET TITLE

WAIVER SECTION

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SEAL & SIGNATURE

REGISTERED ARCHITECT ARIEL AUFGANG 032789 STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
CW	ED
SCALE	SHEET NO
AS NOTED	

DRAWING NO **Z-113.00**

NYC DOB NUMBER

REQUIRES SPECIAL PERMIT PURSUANT TO ZR 74-743(a)(2)

NOTES

1 ARCHITECT STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE AND ZONING LOT WITHIN THE LARGE SCALE GENERAL DEVELOPMENT BOUNDARY INFORMATION REGARDING THE SURROUNDING PROPERTIES OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT BE EXACT

2 ELEVATIONS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ. ELEVATIONS FOR THE PROPOSED BUILDINGS ARE BASED ON THE DESIGN FLOOD ELEVATION THAT IS 10 FEET ABOVE THE NAVD88 (10 FEET PLUS 1 FOOT FREEBOARD)

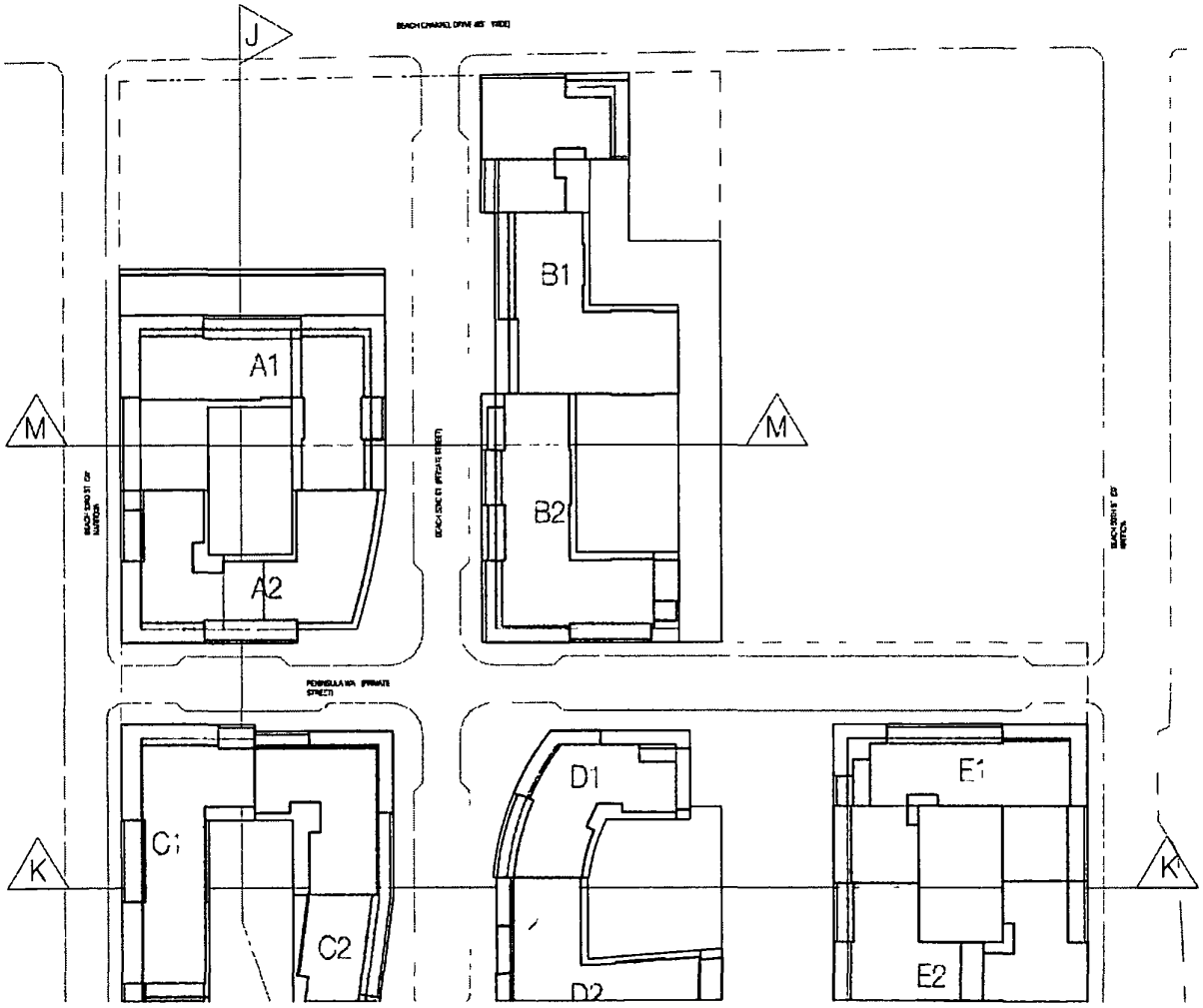
3 BUILDINGS WITHIN THE PROPOSED MAXIMUM BUILDING ENVELOPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE

4 INTERIOR PARTITIONS AND FLOOR SLABS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

5 BUILDING ENTRANCES AREA SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

6 ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE

7 INTERIOR SUBDIVISIONS AND USE



PROPOSED NEW DEVELOPMENT FOR.

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 & 15857 LOT 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
241 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845.369.0004

GANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN NY 11576

CIVIL / SITE ENGINEER

LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
9TH FLOOR
NEW YORK NY 10001
TEL 212.479.5400

LANDSCAPE ARCHITECT

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK NY 10012
TEL 212.537.6080

LIGHTING CONSULTANT

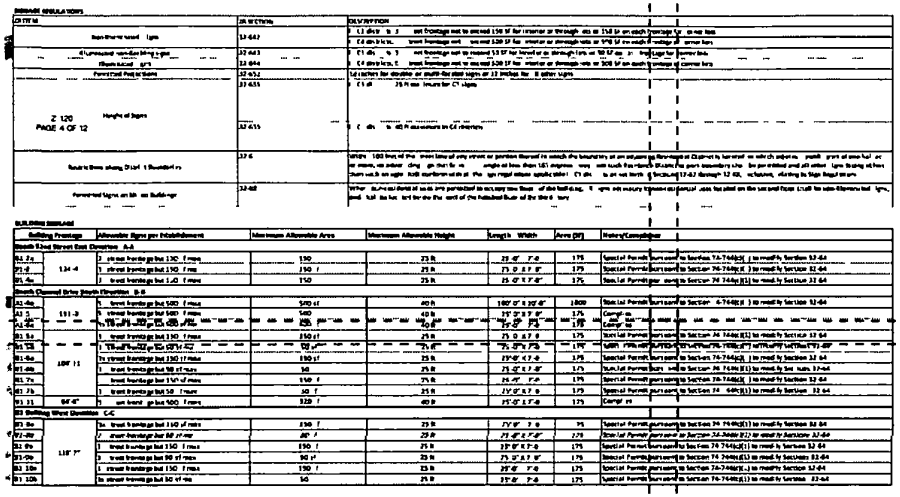
PHT LIGHTING DESIGN INC
340 SEVENTH AVENUE
NEW YORK NY 10001
TEL 917.525.5669

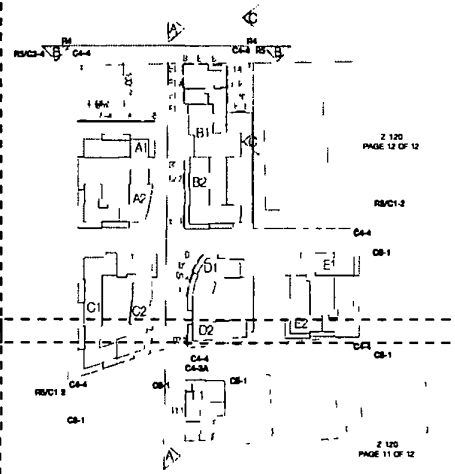
PROPOSED NEW DEVELOPMENT FOR

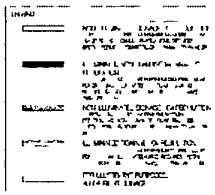
51-15 BEACH CHANNEL DRIVE

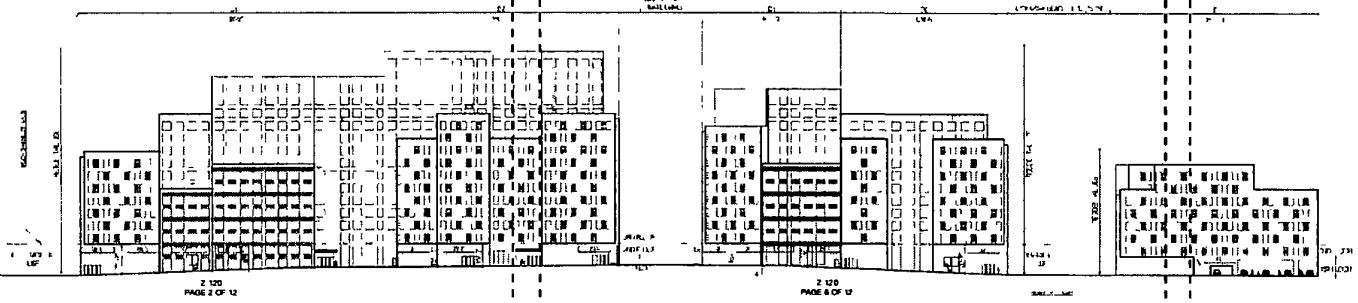
QUEENS NY 11691

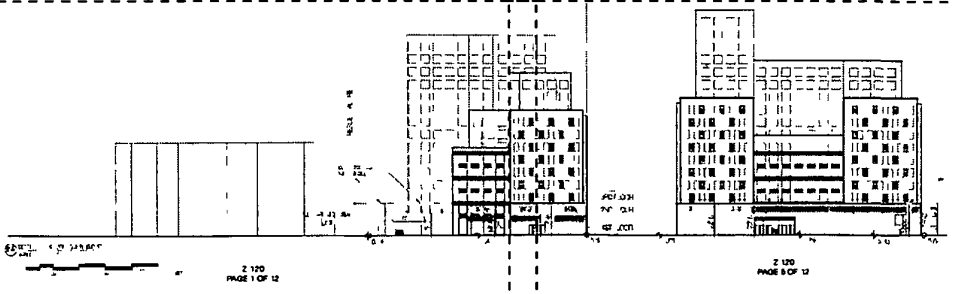
AUFGANG ARCHITECTS

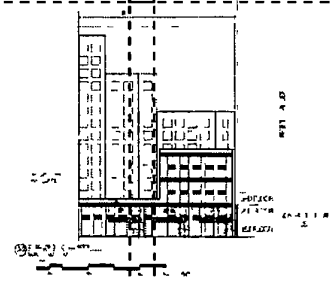






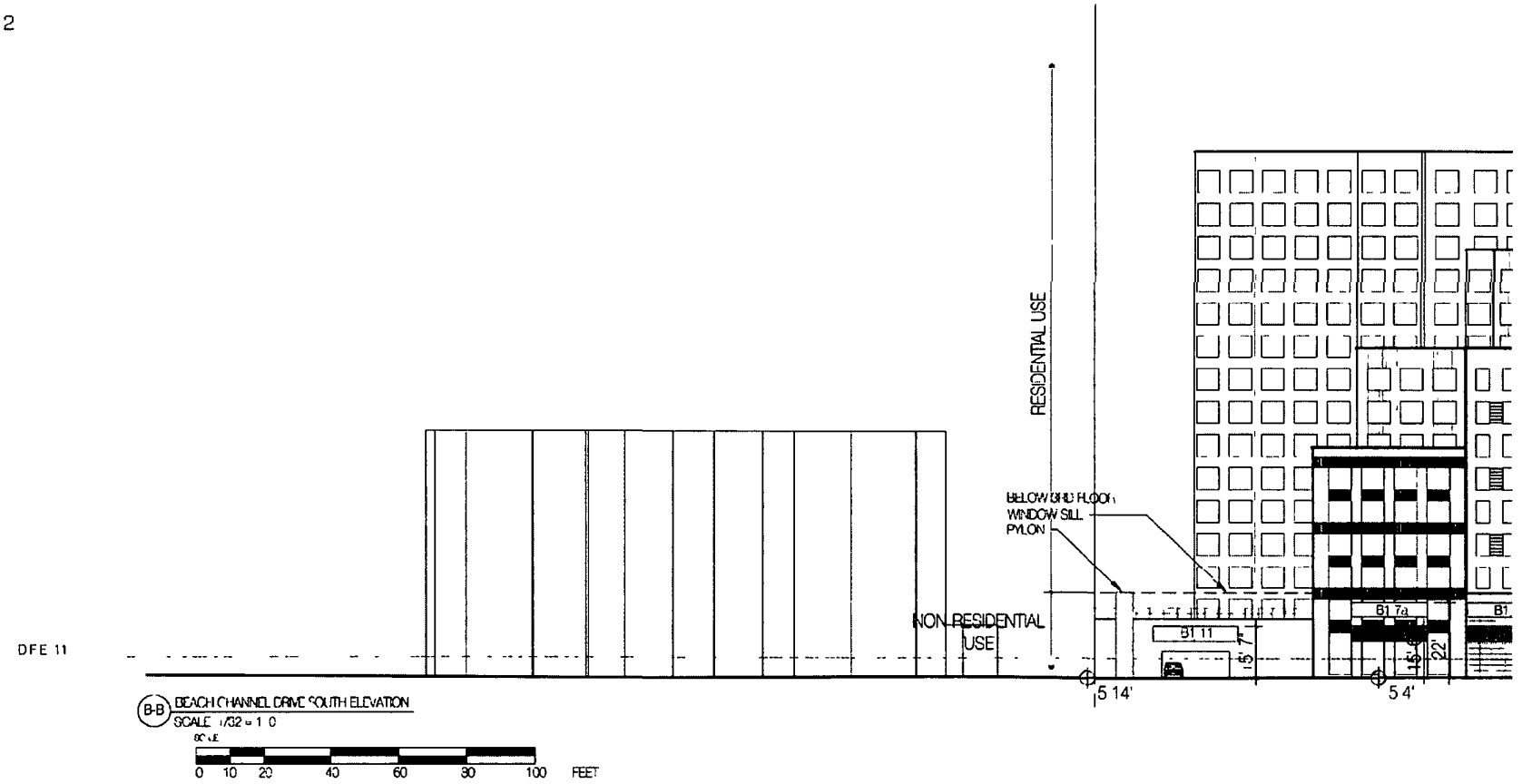


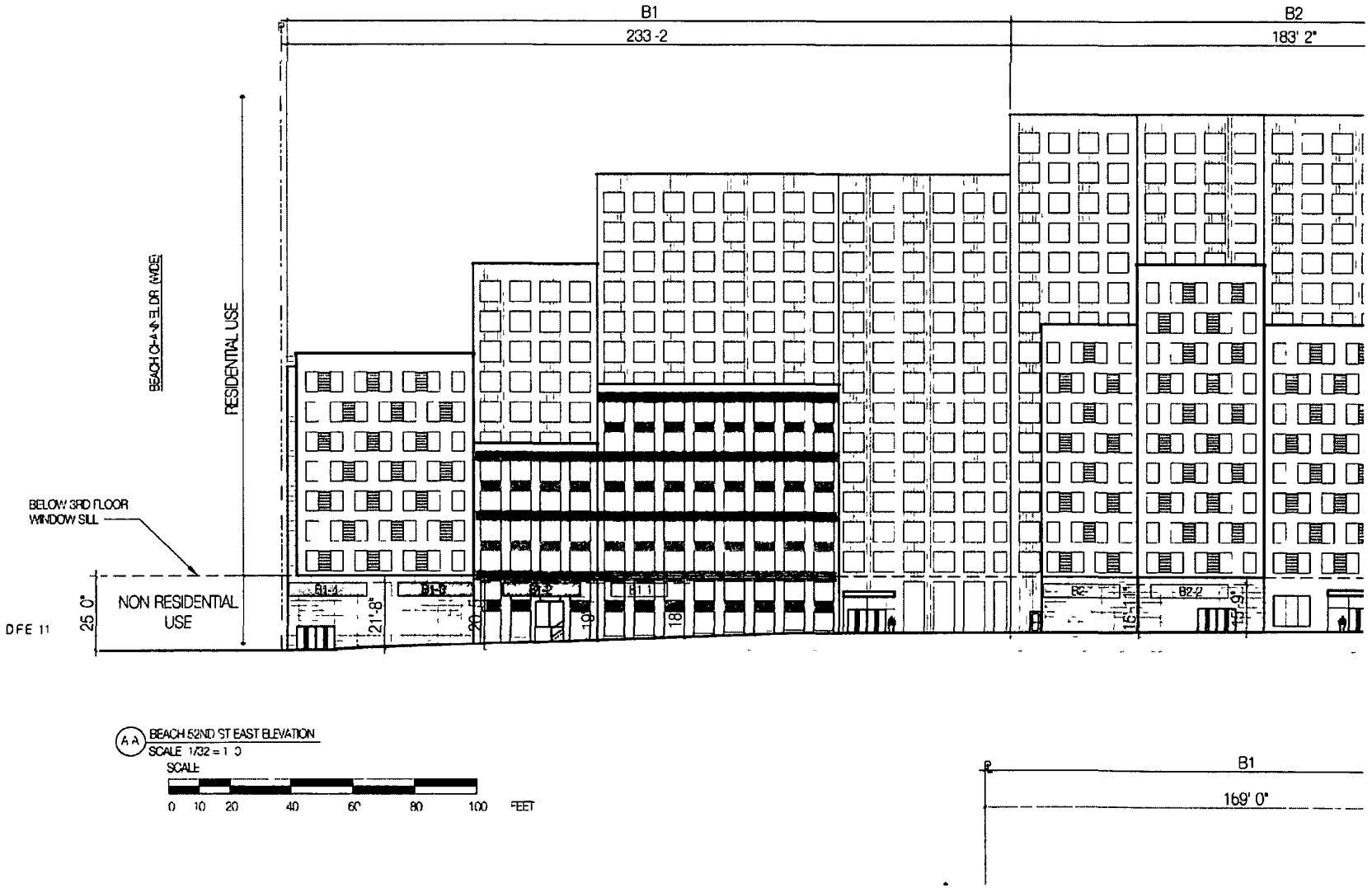




SIGNAGE DETAILS

Z-120 00


RESIDENTIAL USE
BELOW 3RD FLOOR WINDOW SILL
PYLON
NON-RESIDENTIAL USE
DFE 11
B1 11
B1 7a
B1
15' 7"
15'
22'
5 14'
5 4'
B-B BEACH CHANNEL DRIVE SOUTH ELEVATION
SCALE 1/32 = 1 0
0 10 20 40 60 80 100 FEET


B1
233 -2
B2
183' 2"
BEACH CHANNEL DR (WIDE)
RESIDENTIAL USE
BELOW 3RD FLOOR WINDOW SILL
NON RESIDENTIAL USE
25' 0"
DFE 11
B1-4
B1-3
B1-2
B1-1
B2
B2-2
21'-8"
20'-5"
19'-9"
18'-0"
16'-1"
19'-9"
AA BEACH 52ND ST EAST ELEVATION
SCALE 1/32 = 1' 0"
SCALE:
0 10 20 40 60 80 100 FEET
B1
169' 0"

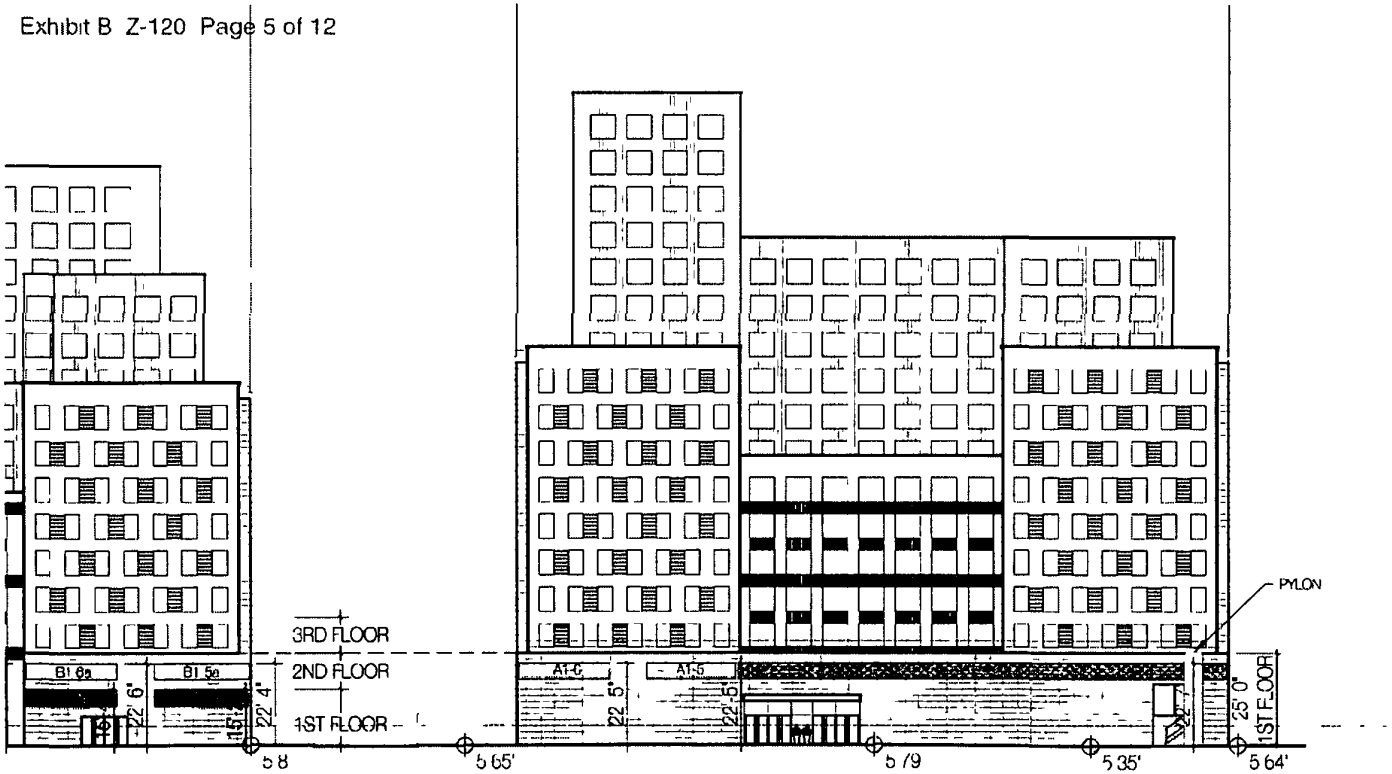
	A1-6a		5x street frontage but 500 sf max	500 sf	40 ft	25'-0" X 7'-0"	175	Complies
*	B1-5a	104'-11"	3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-5b		3x street frontage but 50 sf max	50 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	*B1-6a*		*3x street frontage but 150 sf max*	*150 sf*	25 ft	25'-0" X 7'-0"	175	*Special Permit pursu*
*	B1-6b		3x street frontage but 50 sf max	50 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-7a		3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-7b		3x street frontage but 50 sf max	50 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
	B1-11	64'-0"	5x street frontage but 500 sf max	320 sf	40 ft	25'-0" X 7'-0"	175	Complies
	B1 Building West Elevation - C-C							
*	B1-8a	118'-7"	3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-8b		3x street frontage but 50 sf max	50 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-9a		3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-9b		3x street frontage but 50 sf max	50 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-10a		3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
*	B1-10b		3x street frontage but 50 sf max	50 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu

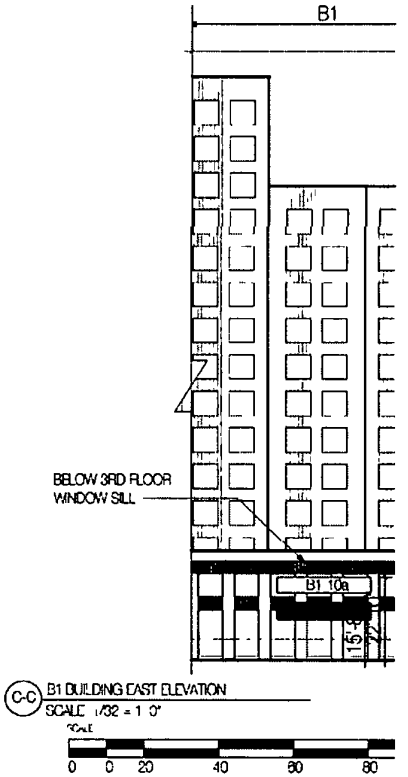
SIGNAGE REGULATIONS

ZR ITEM	ZR SECTION	DESCRIPTION
Non illuminated signs	32-642	In C1 districts, 3 x street frontage not to exceed 150 SF for interior or through lots or 150 SF on each frontag
		In C4 districts, 5 x street frontage not to exceed 500 SF for interior or through lots or 500 SF on each frontag
Illuminated non-flashing signs	32-643	In C1 districts, 3 x street frontage not to exceed 50 SF for interior or through lots or 50 SF on each frontage f
Illuminated signs	32-644	In C4 districts, 5 x street frontage not to exceed 500 SF for interior or through lots or 500 SF on each frontag
Permitted Projections	32-652	18 inches for double- or multi-faceted signs or 12 inches for all other signs
Height of Signs	32-655	In C1 districts, 25 ft maximum for C1 signs
	32-655	In C4 districts, 40 ft maximum in C4 districts
Restrictions along District Boundaries	32-67	Within 100 feet of the street line of any street or portion thereof in which the boundary of an adjoining Resi or more, no advertising sign that faces at an angle of less than 165 degrees away from such Residence Distr than such an agle shall conform with all the sign regulations applicable in C1 districts as set forth in Secti
Permitted Signs on Mixed Buildings	32-68	Where non-residential uses are permitted to occupy two floors of the building, all signs accessory to non-r and shall be located below the level of the finished floor of the third story

BUILDING SIGNAGE

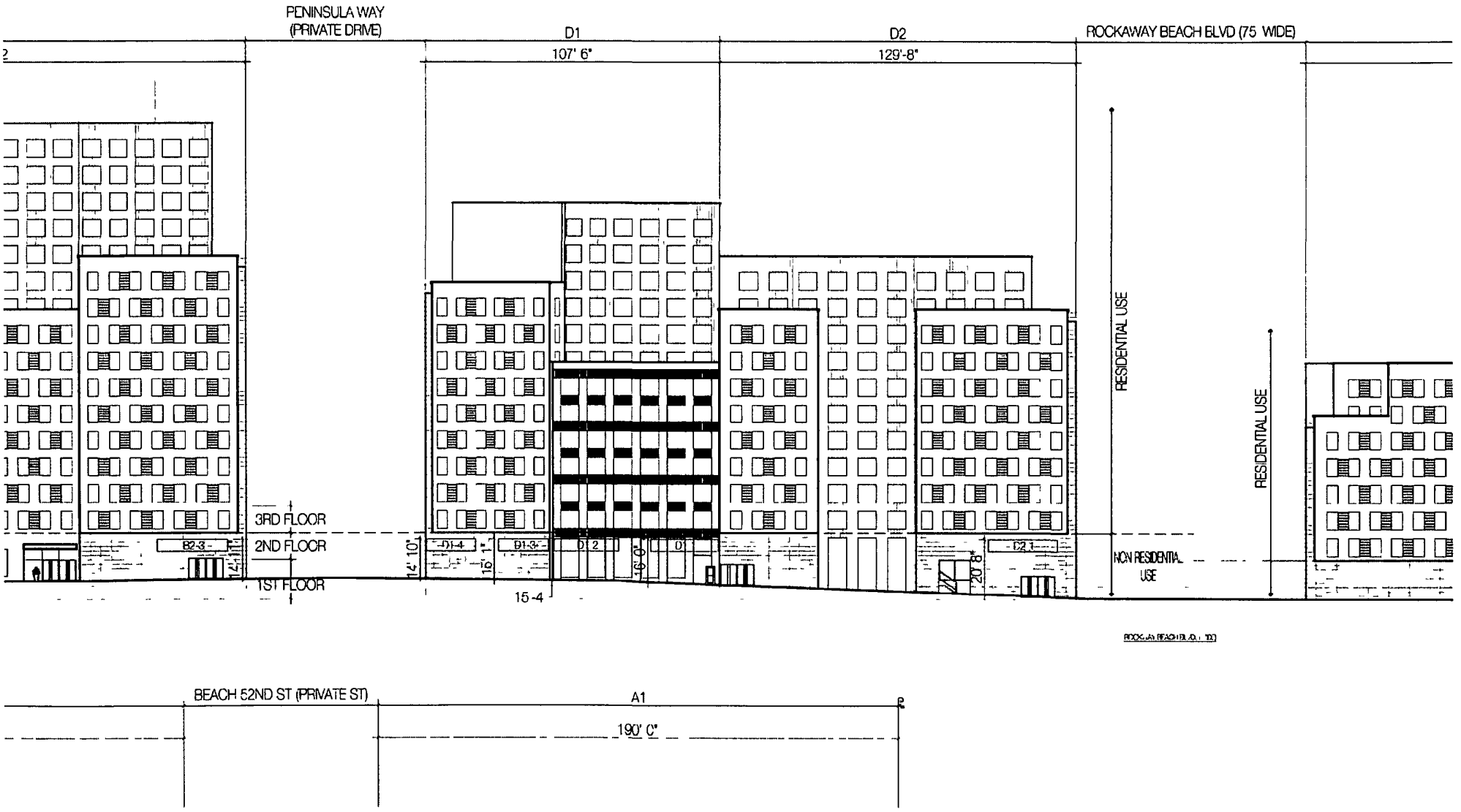
Building Frontage		Allowable Signs per Establishment	Maximum Allowable Area	Maximum Allowable Height	Length x Width	Area (SF)	Notes/Compliance
Beach 52nd Street East Elevation - A-A							
B1-2a	124'-4"	3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
B1-3a		3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
B1-4a		3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu
Beach Channel Drive South Elevation - B-B							
A1-4a	191'-3"	5x street frontage but 500 sf max	500 sf	40 ft	100'-0" X 10'-0"	1000	Special Permit pursu
A1-5		5x street frontage but 500 sf max	500 sf	40 ft	25'-0" X 7'-0"	175	Complies
A1-6a		5x street frontage but 500 sf max	500 sf	40 ft	25'-0" X 7'-0"	175	Complies
B1-5a		3x street frontage but 150 sf max	150 sf	25 ft	25'-0" X 7'-0"	175	Special Permit pursu





C-C B1 BUILDING EAST ELEVATION
SCALE 1/32 = 1'-0"

0 0 20 40 60 80


PENINSULA WAY
(PRIVATE DRIVE)
D1
107' 6"
D2
129'-8"
ROCKAWAY BEACH BLVD (75 WIDE)
RESIDENTIAL USE
RESIDENTIAL USE
NON RESIDENTIAL USE
3RD FLOOR
2ND FLOOR
1ST FLOOR
B2-3
D1-4
D1-3
D1 2
D1
C2 1
14' 10"
16' 1"
16' 0"
20' 8"
15-4
BEACH 52ND ST (PRIVATE ST)
A1
190' 0"

t pursuant to Section 74-744(c)(1) to modify Section 32-64
t pursuant to Section 74-744(c)(1) to modify Sections 32-64
t pursuant to Section 74-744(c)(1) to modify Section 32-64
t pursuant to Section 74-744(c)(1) to modify Sections 32-64
t pursuant to Section 74-744(c)(1) to modify Section 32-64
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t pursuant to Section 74-744(c)(1) to modify Section 32-64
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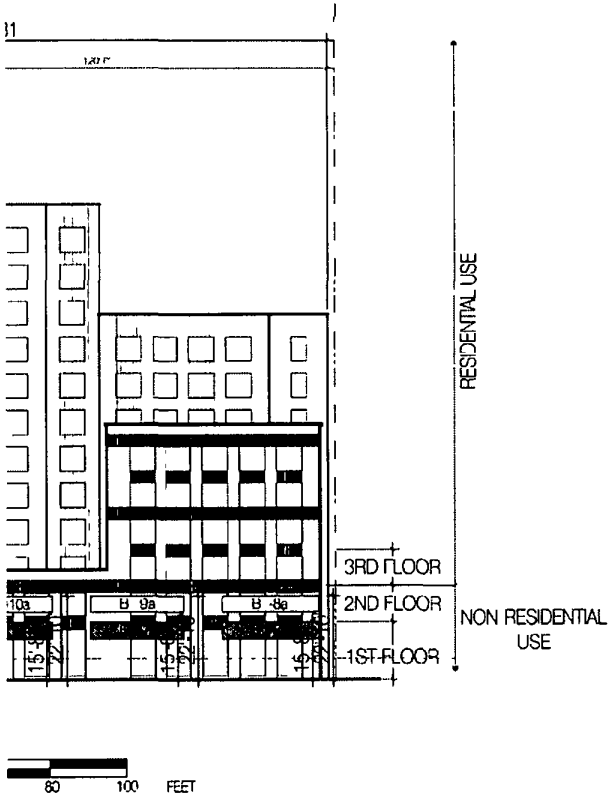
t pursuant to Section 74-744(c)(1) to modify Section 32-64
t pursuant to Section 74-744(c)(1) to modify Sections 32-64



11 12 19	REVISED ULURP FILING SET
05-06-19	REVISED ULURP FILING SET
04-16-19	ULURP FILING SET
DATE	SUBMISSIONS / REVISIONS

SHEET TITLE

SIGNAGE DETAILS

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SEAL & SIGNATURE

REGISTERED ARCHITECT ARIEL AUFGANG 032789 STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
CW	ED
SCALE	SHEET NO
AS NOTED	

DRAWING NO **Z-120.00**

NYC DOB NUMBER

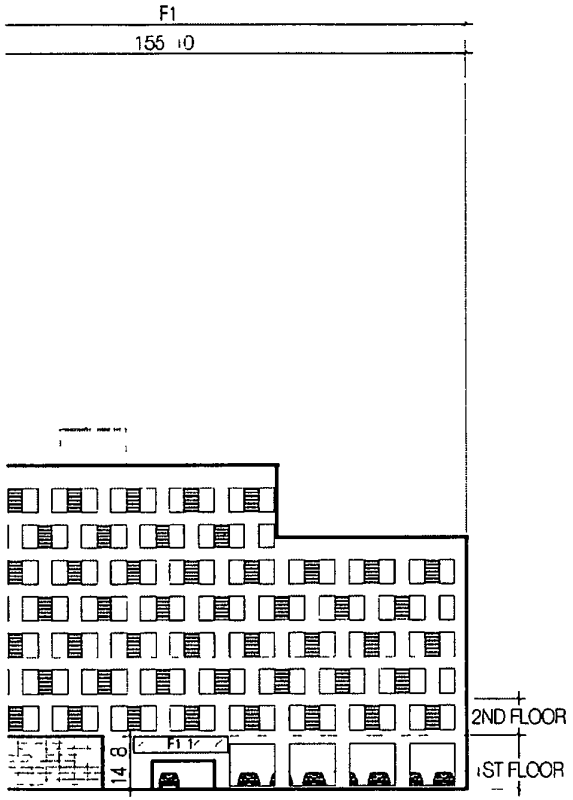

F1
155 10
2ND FLOOR
1ST FLOOR
14 8

Exhibit B, L

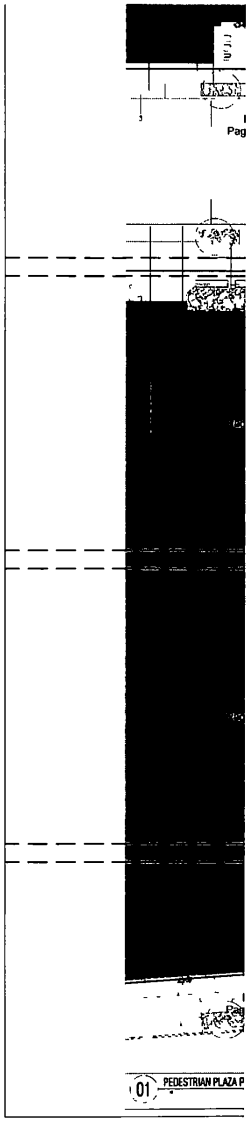
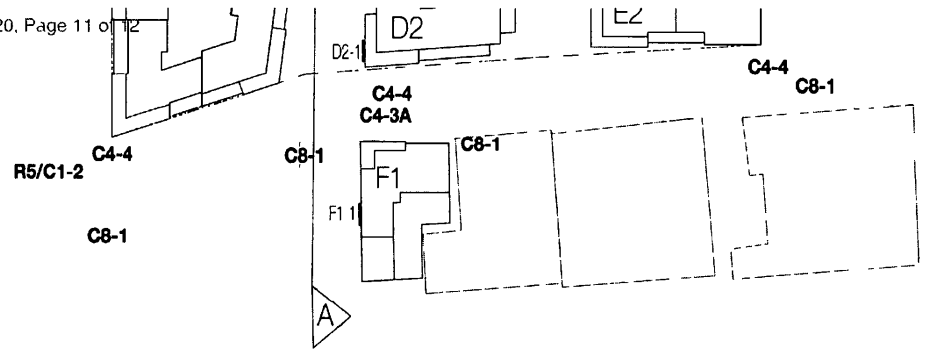


Exhibit B Z-120, Page 11 of 12



LEGEND

NON ILLUMINATED SIGNAGE C1 REGULATION
SIGN DOES NOT COMPLY WITH MAXIMUM SQUARE FEET AS PER ZR 32-642 NON ILLUMINATED SIGNS REQUIRES SPECIAL PERMIT PURSUANT TO ZR 74-744(c)(1) TO WAIVE ZR 32-642

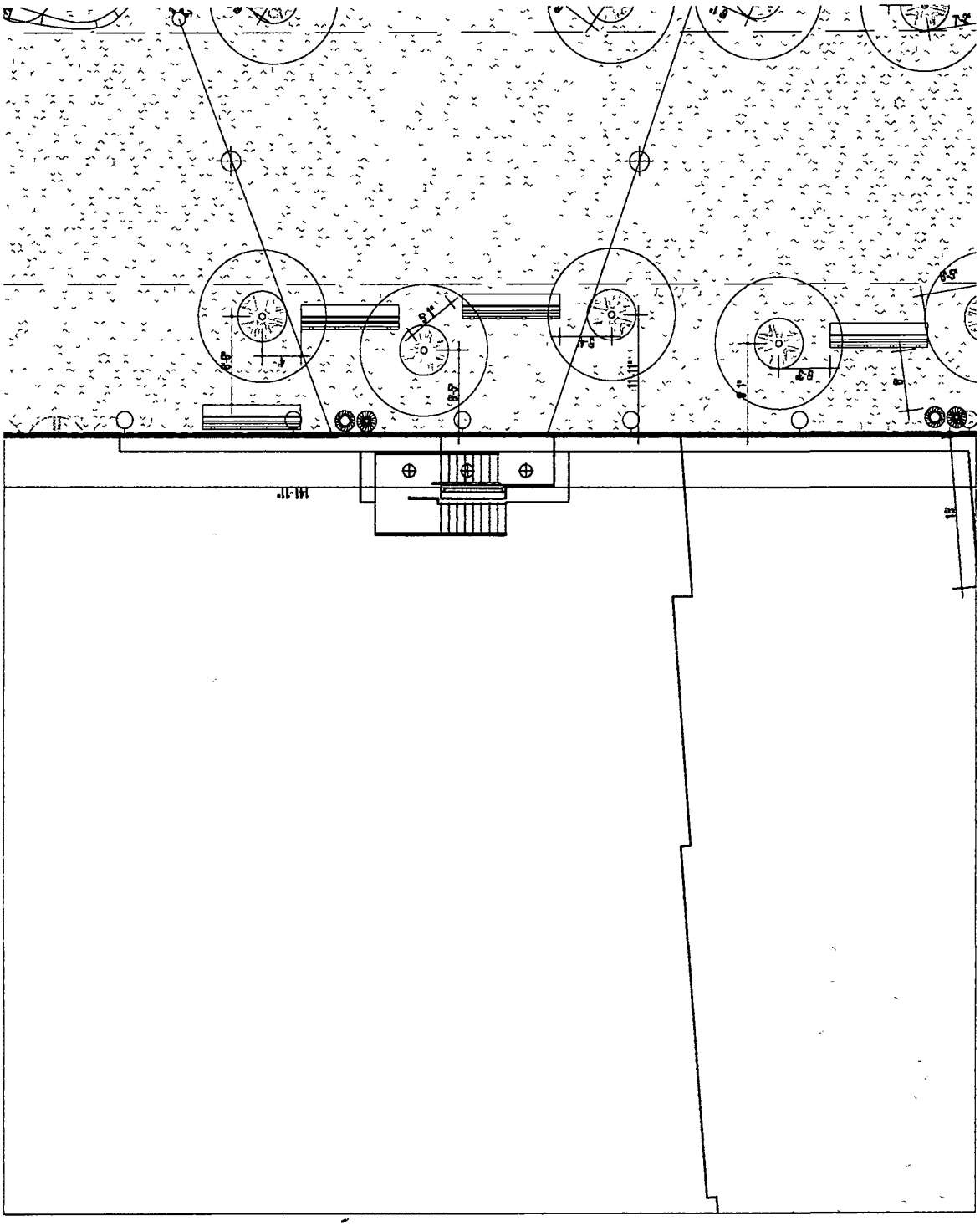
ILLUMINATED NON FLASHING SIGNAGE C1 REGULATION
SIGN DOES NOT COMPLY WITH MAXIMUM SQUARE FEET AS PER ZR 32-643 ILLUMINATED NON FLASHING SIGNS REQUIRES SPECIAL PERMIT PURSUANT TO ZR 74-744(c)(1) TO WAIVE ZR 32-643

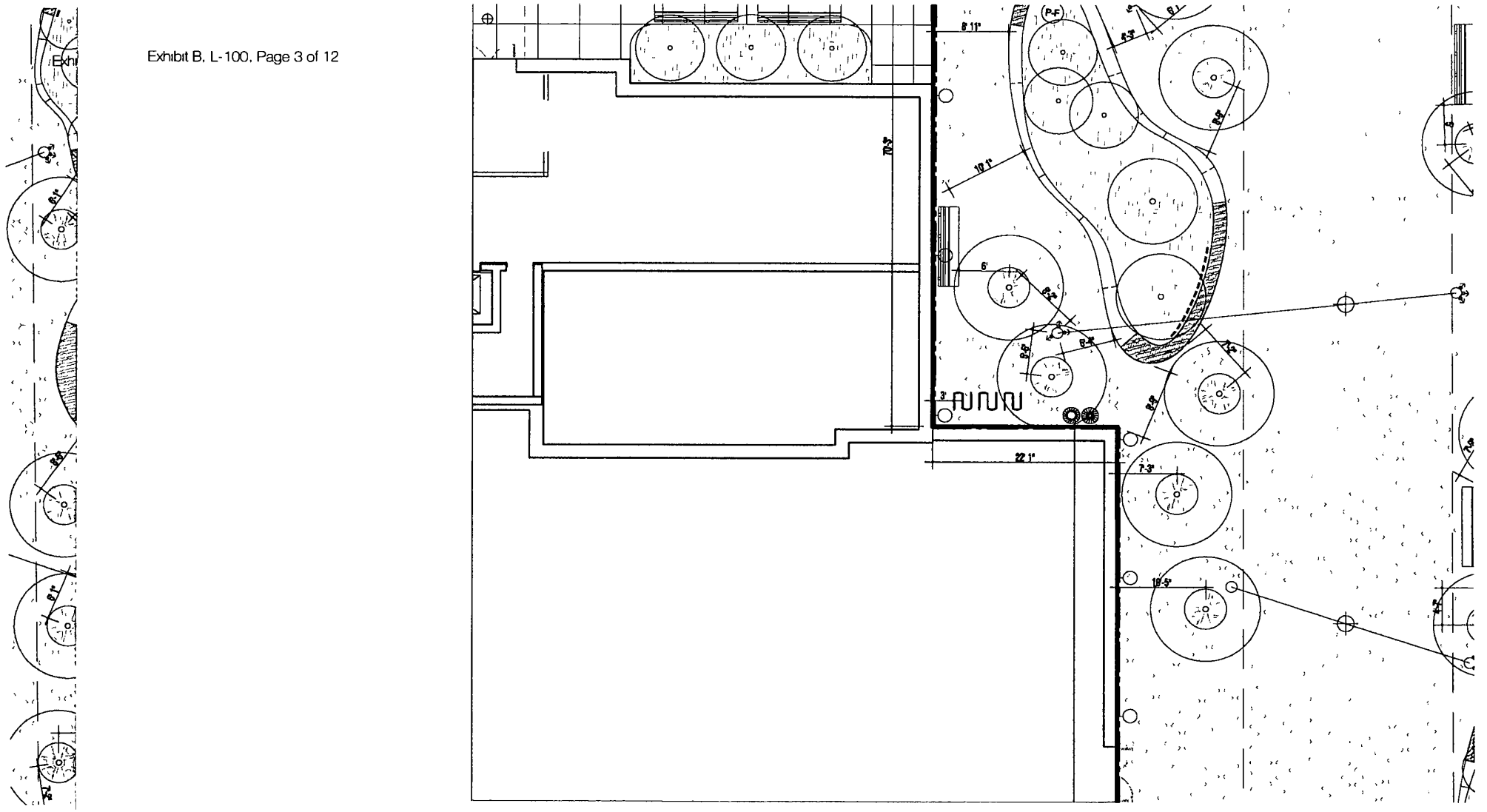
NON ILLUMINATED SIGNAGE C4 REGULATION
SIGN DOES NOT COMPLY WITH MAXIMUM SQUARE FEET AS PER ZR 32-642 NON ILLUMINATED SIGNS REQUIRES SPECIAL PERMIT PURSUANT TO ZR 74-744(c)(1) TO WAIVE ZR 32-642

ILLUMINATED SIGNAGE C4 REGULATION
SIGN DOES NOT COMPLY WITH MAXIMUM SQUARE FEET AS PER ZR 32-644 ILLUMINATED SIGNS REQUIRES SPECIAL PERMIT PURSUANT TO ZR 74-744(c)(1) TO WAIVE ZR 32-644

FOR ILLUSTRATIVE PURPOSES
AS OF RIGHT SIGNAGE

AUFG ARC
NEW YORK, N.Y. 10001
TEL 917 525 3669




8' 11"
P-F
70'-3"
19' 1"
6'
3'
22' 1"
7'-3"
18'-5"

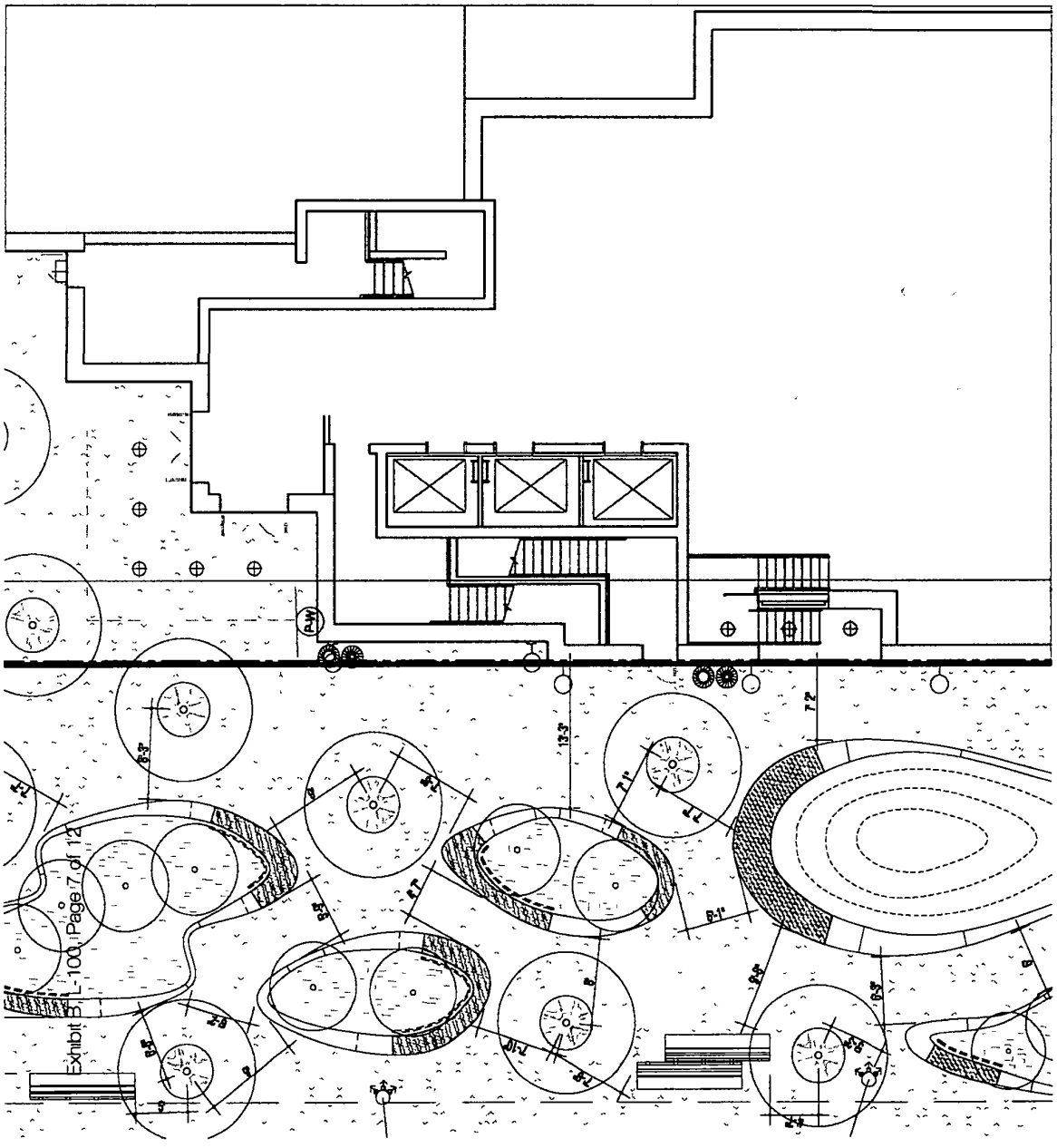
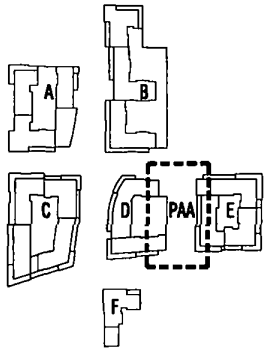


Exhibit BTL-100, Page 7 of 12



APPROVAL

DATE	SUBMISSIONS / REVISIONS
05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET
04-16-19	ULURP FILING SET

SHEET TITLE.

PEDESTRIAN PLAZA PLAN

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SEAL & SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001789
STATE OF NEW YORK

ISSUE DATE. 12-05-17

PROJECT NO #1632

DRAWN BY BG

CHECKED BY ST

SCALE: AS NOTED

SHEET NO: 1 OF 14

DRAWING NO L-100

NYC DOB NUMBER

CANOPY TREE SEE L 200 (QTY= 29)

SMALL TREE SEE L 200 (QTY= 23)

P-F PAA SIGN FREE STANDING SEE L-600 (QTY= 2)

P-W PAA SIGN WALL MOUNTED SEE L-600 (QTY= 2)

X'-0" X'-0" DIMENSION LINE

NOTES

1 APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY.

2. STREET TREE LOCATIONS SUBJECT TO DEPARTMENT OF PARKS AND RECREATION APPROVAL, INCLUDING TREES PROVIDED ALONG PRIVATE STREETS.

3 REFER TO ARCHITECTURE DRAWINGS FOR ARCHITECTURAL DETAILS.

4 ALL PUBLIC STREET IMPROVEMENTS SUBJECT TO DEPARTMENT OF TRANSPORTATION APPROVAL.

5 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY ACCESS.

6 NO OBSTRUCTIONS PERMITTED WITHIN EASEMENT AREA.

SCALE & NORTH ARROW

0' 10' 20'

N

KEY PLAN

05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET


CATENARY LED DOWNLIGHT SEE L-500 (QTY: 5)


POLE MOUNTED ADJUSTABLE LED SEE L-500 (QTY: 9)


WALL MOUNTED LED LANTERN W/ SHADE AND DOWNWARD DISTRIBUTION SEE L-500 (QTY: 25)


BIKE RACK SEE L-600 (QTY: 3)

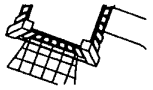

RECYCLING AND TRASH RECEPTACLES SEE L-600 (QTY: 6 SETS)


TIMBER BENCH WITH BACK SEE L-300 (QTY: 12)

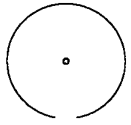

PLANTER WITH SEATING SEE L-300 (QTY: 9)


PLANTER WITH SEATING AND BACKREST SEE L-300 (QTY: 6)


18" HIGH TIMBER DECK SEE L-300 (QTY: 1)


CHILDREN'S PLAY AREA- SEE L-600 (QTY: 1 TIMBER TOWER W/ NET AND SLIDE, 1 RUBBER MOUND: 30 TIMBER STEPPERS, 2 BALANCE BEAM LOGS)


TREE GRATE SEE L-400


CANOPY TREE SEE L 200 (QTY: 29)

AUF A

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012
TEL 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC.
350 SEVENTH AVENUE,
NEW YORK, N Y 10001
TEL 917-525-5669

LEGEND

- ZONING LOT LINE
- LARGE SCALE BOUNDARY
- PROPERTY LINE / TAX LOT LINE
- PAA BOUNDARY (21,375 SF)
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EASEMENT BOUNDARY (8,012 SF)
- NYC DOT STANDARD SIDEWALK
- PRECAST HEX PAVING SEE L-401
- PLANTING AREA
- PROPOSED BUILDING
- NYC DOT STANDARD CURBCUT
- CATENARY LED DOWNLIGHT SEE L-500 (QTY- 6)

PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843, 15842, & 15857 LOT 1, 1, & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845.368.0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

BROOKER ENGINEERING PLLC
74 LAFAYETTE AVENUE.
SUFFERN, N Y 10901
TEL. 845.357.4411

MEP ENGINEER

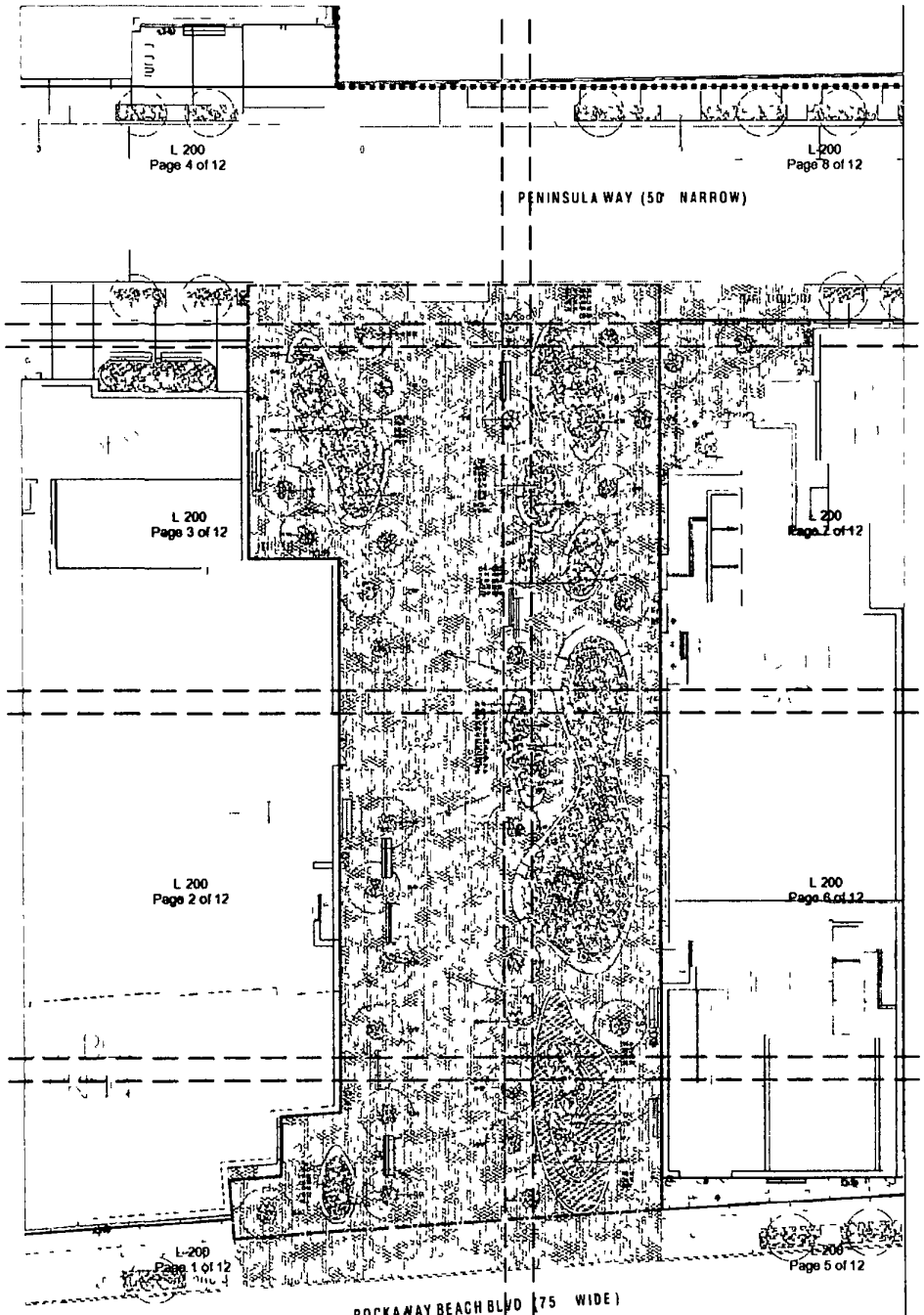
ETTINGER ENGINEERING ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE.,
NEW YORK, N Y 10001
TEL. 212.244.2410

CIVIL / SITE ENGINEER

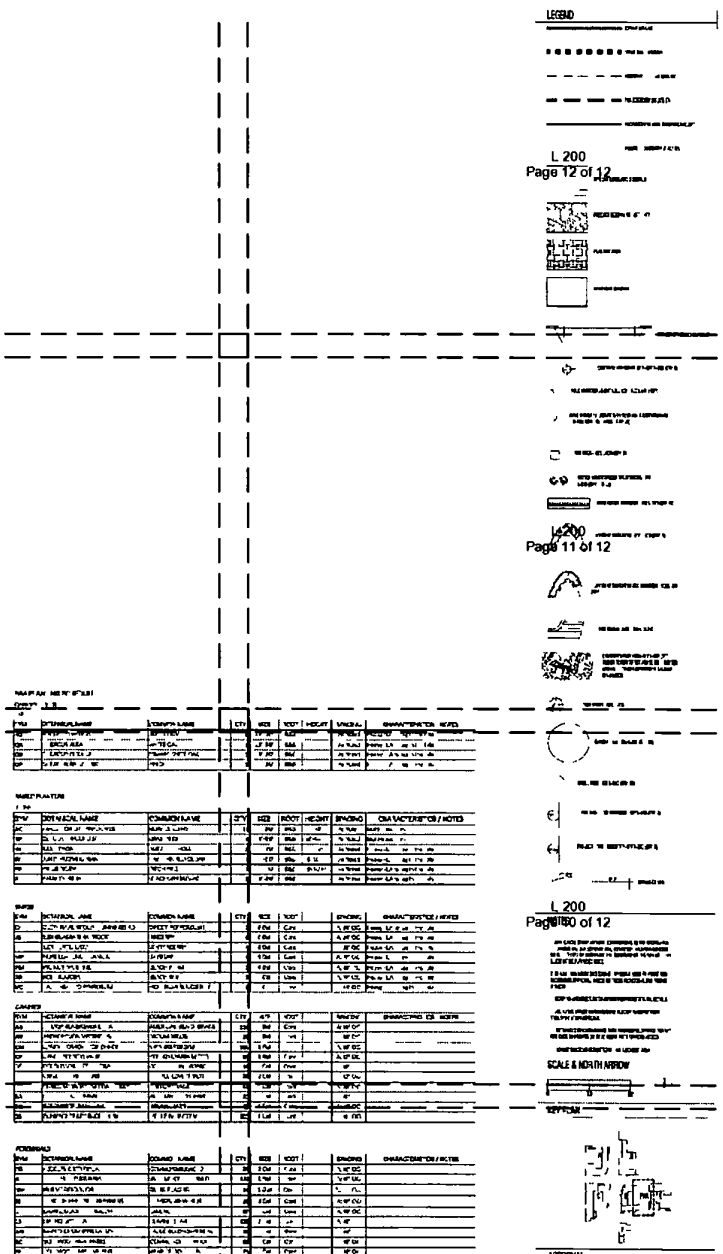
LANGAN ENGINEERING & ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK, N Y 10001
TEL. 212.479.5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012

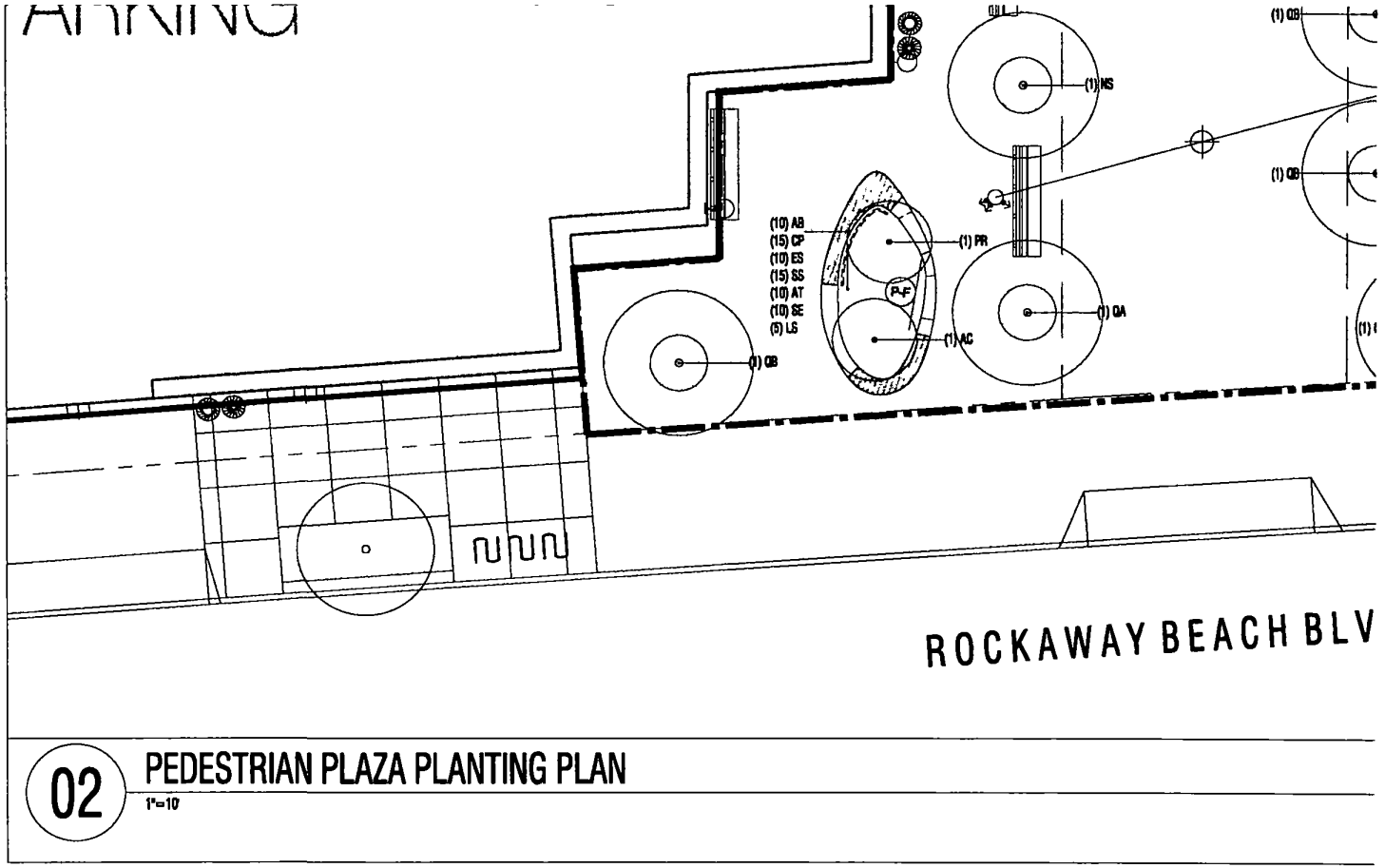


02 PEDESTRIAN PLAZA PLANTING PLAN



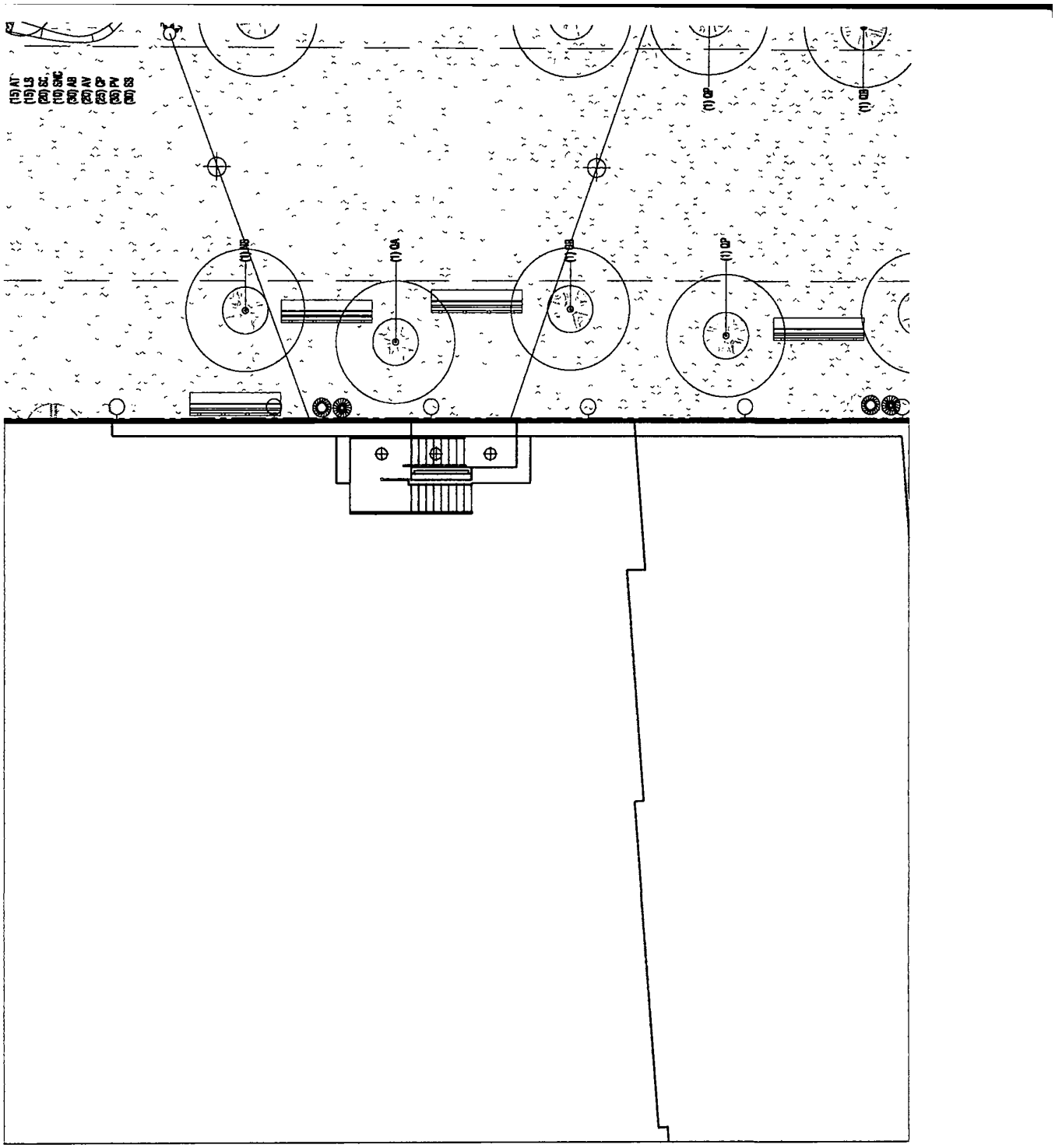
01 PLANTING SCHEDULE

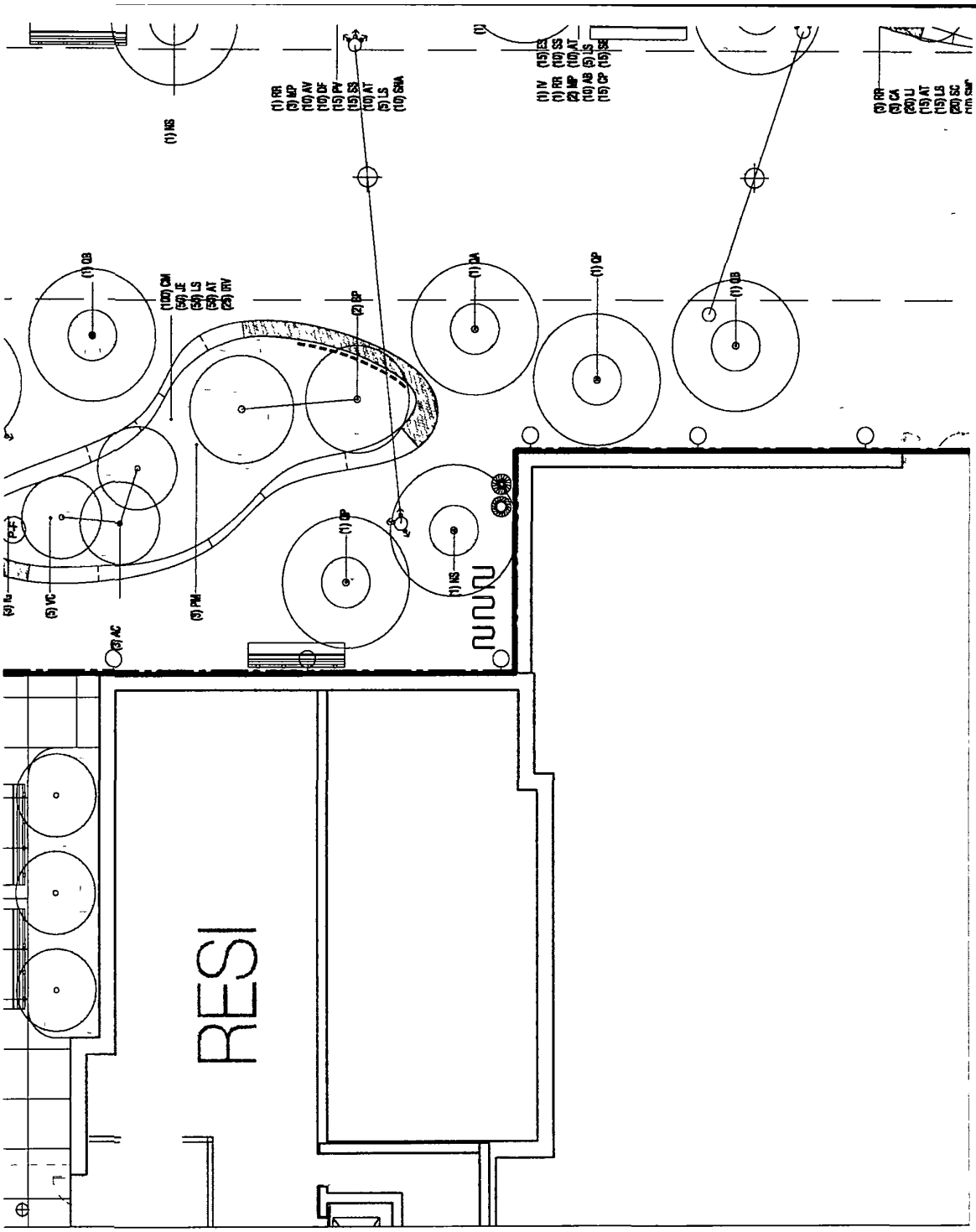




02 PEDESTRIAN PLAZA PLANTING PLAN

1"=10'

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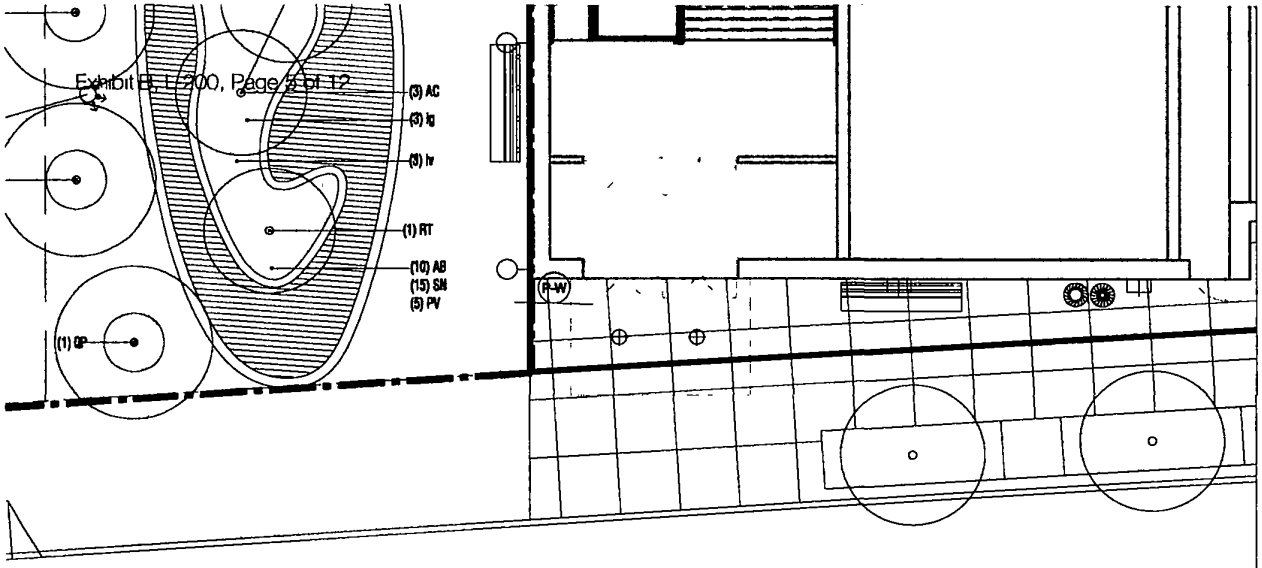


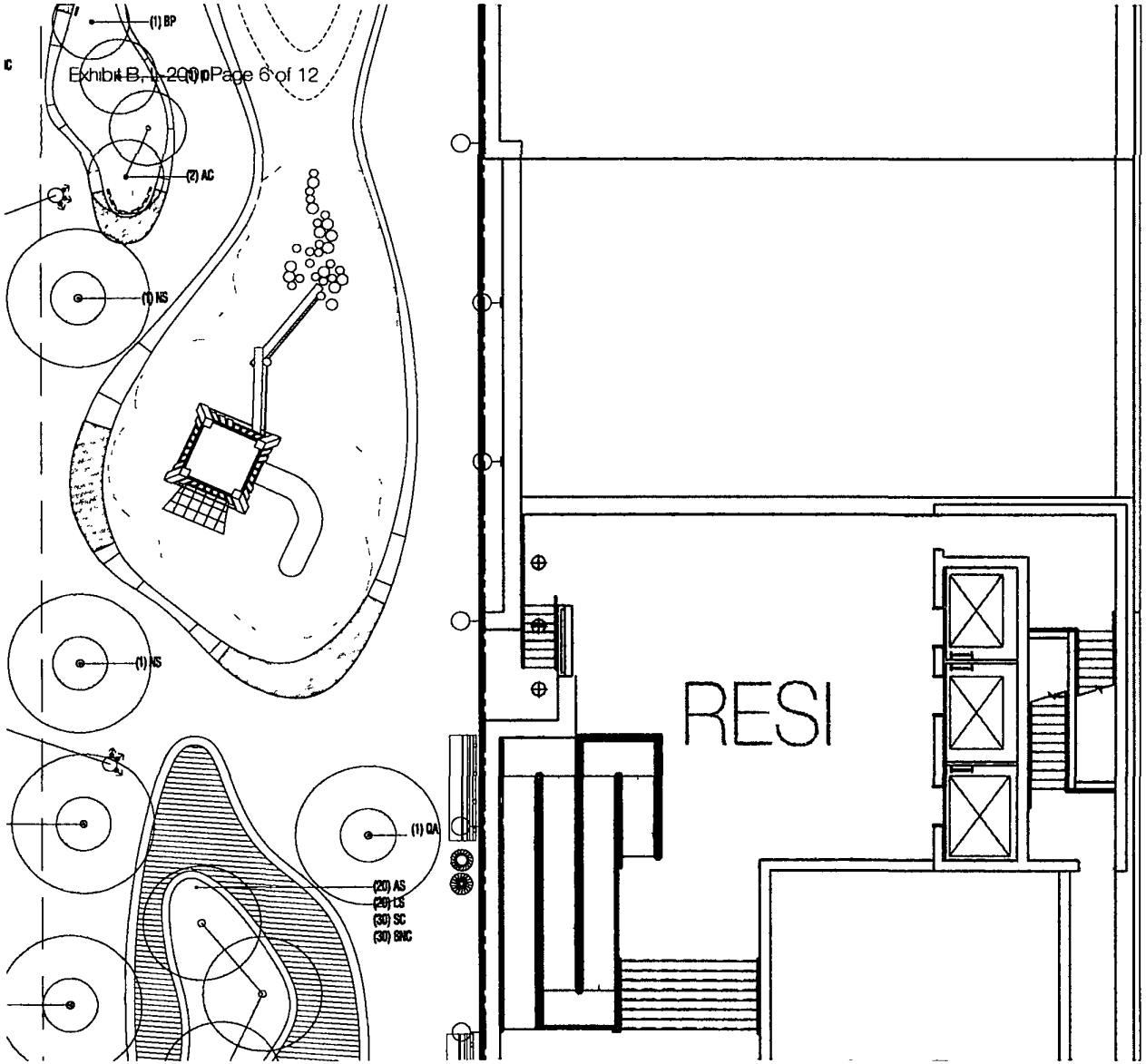
BLVD (75' - WIDE)

SS	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM

PERENNIALS

SYM	BOTANICAL NAME	COMMON NAME
AS	ASCLEPIAS SYRIACA	COMMON MILKWEED
AT	ASCLEPIAS TUBEROSA	BUTTERFLY MILKWEED
IRV	IRIS VERSICOLOR	BLUE FLAG IRIS
JE	JUNCUS EFFUSUS SPIRALIS	CORKSCREW RUSH
LI	LAVANDULA X INTERMEDIA	LAVENDER
LS	LIATRIS SPICATA	BLAZING STAR
MS	MAINTHEMUM STELLATUM	FALSE SOLOMON'S SEAL
SC	SOLIDAGO CANADENSIS	COMMON GOLDENROD
SE	SOLIDAGO SEMPERVIRENS	SEASIDE GOLDENROD
SNA	SYMPHYOTRICHUM NOVAE ANGLIAE	NEW YORK ASTER
SNC	SALVIA NEMOROSA CARADONNA	PURPLE SALVIA

01 **PLANTING SCHEDULE**
NTS



QA	QUERCUS ALBA	WHITE OAK
QB	QUERCUS BICOLOR	SWAMP WHITE OAK
QP	QUERCUS PALUSTRIS	PIN OAK

RAISED PLANTERS

TREE

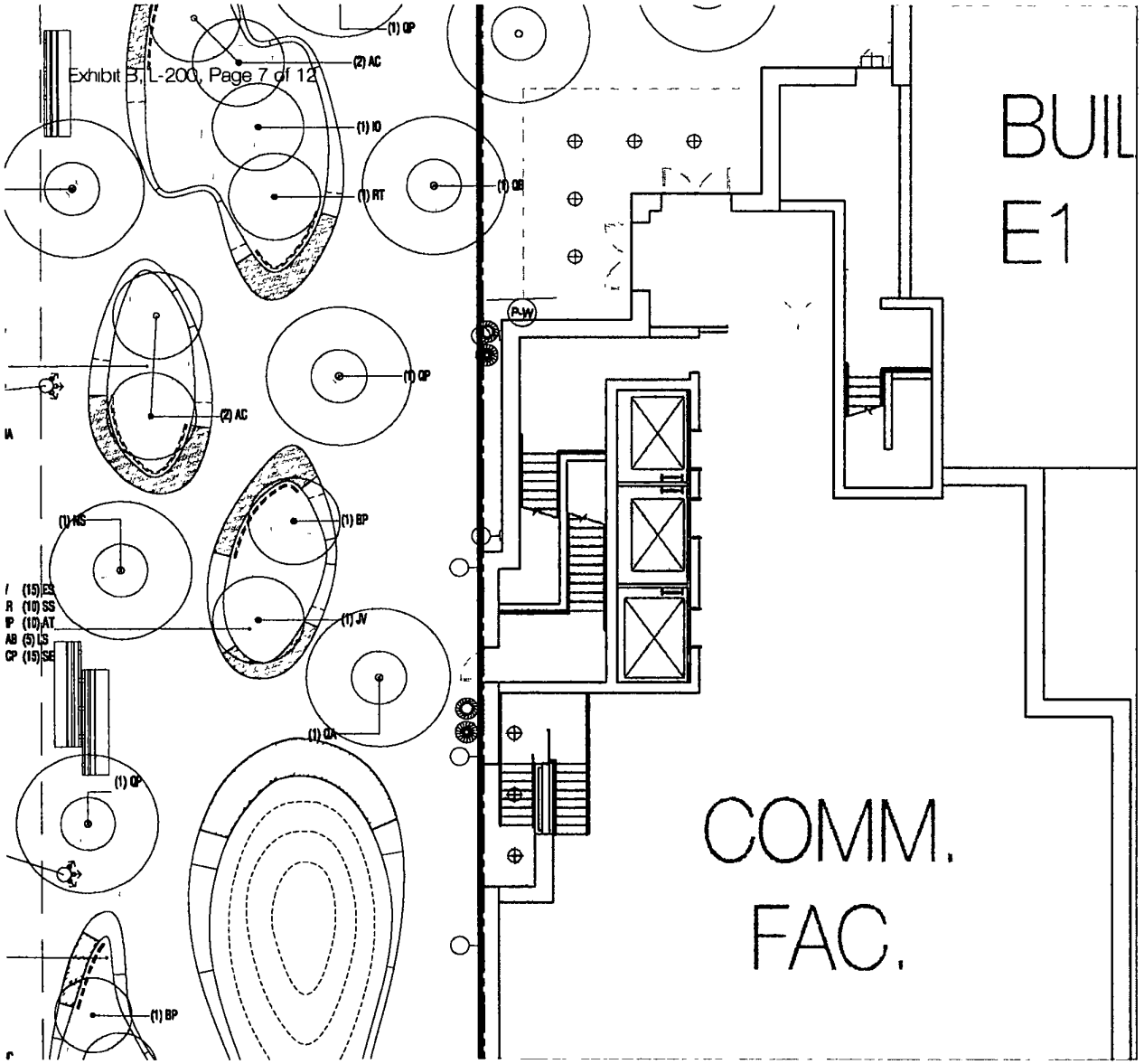
SYM	BOTANICAL NAME	COMMON NAME
AC	AMELANCHIER CANADENSIS	SERVICEBERRY
BP	BETULA POPULIFOLIA	GRAY BIRCH
IO	ILEX OPACA	AMERICAN HOLLY
JV	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR
PR	PINUS RIGIDA	PITCH PINE
RT	RHUS TYPHINA	STAGHORN SUMAC

SHRUB

SYM	BOTANICAL NAME	COMMON NAME
CA	CLETHRA ALNIFOLIA 'HUMMINGBIRD'	SWEET PEPPERBUSH
IG	ILEX GLABRA 'SHAMROCK'	INKBERRY
IV	ILEX VERTICILATA	WINTERBERRY
MP	MORELLA PENSYLVANICA	BAYBERRY
PM	PRUNUS MARITIME	BEACH PLUM
RR	ROSA RUGOSA	BEACH ROSE
VC	VACCINIUM CORYMBOSUM	HIGH BUSH BLUEBERRY

GRASSES

SYM	BOTANICAL NAME	COMMON NAME
AB	AMMOPHILA BREVICULATA	AMERICAN BEACH GRASS
AV	ANDROPOGON VIRGINICUS	BROOM SEDGE
CM	CAREX MORROWII ICE DANCE	JAPANESE SEDGE
CP	CAREX PENNSYLVANICA	PENNSYLVANIA SEDGE
DF	DESCHAMPSIA FLEXUOSA	COMMON HAIR GRASS
ES	ERAGROSTIS SPECTABILIS	PURPLE LOVE GRASS
PV	PANICUM VIRGATUM 'PRAIRIE SKY'	SWITCH GRASS
SA	SESLERIA AUTUMNALIS	AUTUMN MOORGRASS
SN	SORGHASTRUM NUTANS	INDIAN GRASS
SS	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM

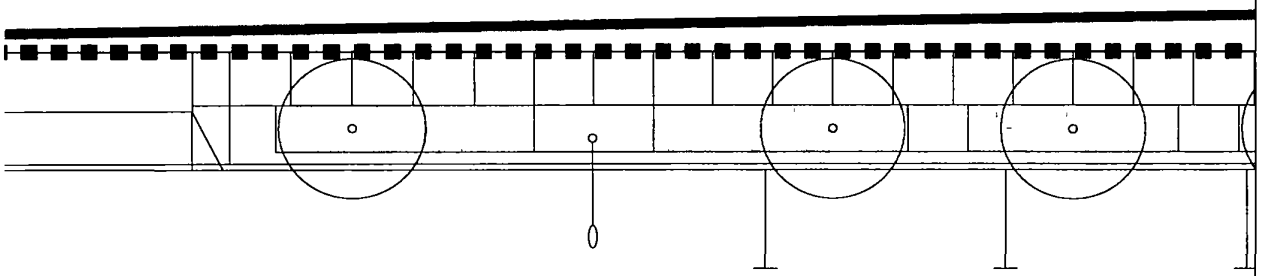


PAA PLANTING SCHEDULE

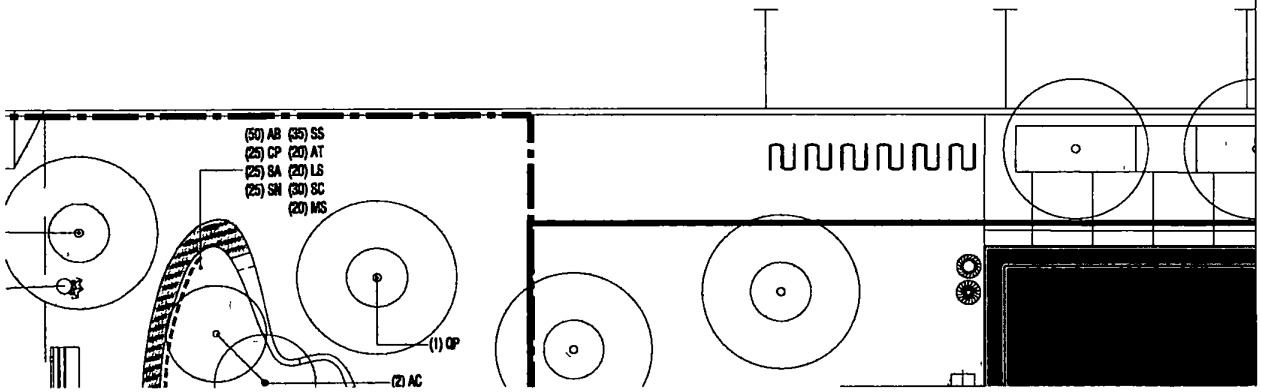
CANOPY TREES

TREE

SYM	BOTANICAL NAME	COMMON NAME
NS	NYSSA SYLVATICA	BLACK GUM
QA	QUERCUS ALBA	WHITE OAK
QB	QUERCUS BICOLOR	SWAMP WHITE OAK



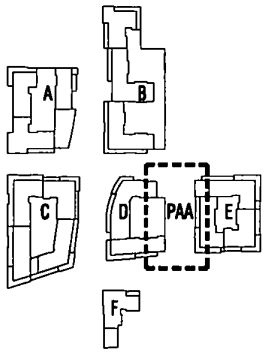
PENINSULA WAY (50' - NARROW)



	105	2 Gal	Cont		At 15 OC

Exhibit B, L-200, Page 9 of 12

	QTY	SIZE	ROOT		SPACING	CHARACTERISTICS / NOTES
	20	2 Gal	Cont		At 18 OC	
	115	2 Gal	Cont		At 18 OC	
	25	2 Gal	Cont		At 18 OC	
	50	2 Gal	Cont		At 18 OC	
	20	2 Gal	Cont		At 18 OC	
	120	2 Gal	Cont		At 18 OC	
AL	20	2 Gal	Cont		At 18" OC	
	80	2 Gal	Cont		At 18" OC	
	25	2 Gal	Cont		At 18 OC	
	10	2 Gal	Cont		At 18 OC	
	40	2 Gal	Cont		At 18 OC	



APPROVAL

DATE	SUBMISSIONS / REVISIONS
05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET

SHEET TITLE.

PEDESTRIAN PLAZA PLANTING PLAN

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SEAL & SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001789
STATE OF NEW YORK

ISSUE DATE.	PROJECT NO
12-05-17	#1832
DRAWN BY	CHECKED BY
BG	ST
SCALE.	SHEET NO.
AS NOTED	2 OF 14

DRAWING NO

L-200

NYC DOB NUMBER

	5	25-30	B&B		As Noted	Heavy LA to tag in the field
	7	25-30	B&B		As Noted	Heavy LA to tag in the field
	5	B&B			As Noted	Heavy LA to tag in the field

	QTY	SIZE	ROOT	HEIGHT	SPACING	CHARACTERISTICS / NOTES
	11	15-20	B&B	10-12 Ft	As Noted	Multi trunk form
	4	15-20	B&B	12-14 Ft	As Noted	Multi trunk form
	2	15-20	B&B	10-12 Ft	As Noted	Heavy LA to tag in the field
	1	15-20	B&B	8-10 Ht	As Noted	Heavy LA to tag in the field
	1	15-20	B&B	8-10 Ht	As Noted	Heavy LA to tag in the field
	2	15-20	B&B	10-12 Ft	As Noted	Heavy LA to tag in the field

	QTY	SIZE	ROOT		SPACING	CHARACTERISTICS / NOTES
	3	5 Gal	Cont		At 24" OC	Heavy LA to tag in the fiel
	6	5 Gal	Cont		At 24" OC	Heavy LA to tag in the field
	4	5 Gal	Cont		At 30" OC	Heavy LA to tag in the field
	5	5 Gal	Cont		At 36" OC	Heavy LA to tag in the field
	3	5 Gal	Cont		At 42" OC	Heavy LA to tag in the field
	5	5 Gal	Cont		At 36" OC	Heavy LA to tag in the field
Y	5	3 Gal	Cont		At 24" OC	Heavy LA to tag in the fiel

	QTY	SIZE	ROOT		SPACING	CHARACTERISTICS / NOTES
SS	110	2 Gal	Cont		At 18" OC	
	30	2 Gal	Cont		At 12" OC	
	100	2 Gal	Cont		At 18" OC	
	80	2 Gal	Cont		At 12" OC	
	10	2 Gal	Cont		At 12" OC	
	25	2 Gal	Cont		At 12" OC	
	55	2 Gal	Cont		At 18" OC	
	25	2 Gal	Cont		At 12" OC	
	40	2 Gal	Cont		At 18" OC	
	105	2 Gal	Cont		At 18" OC	

CANOPY TREE SEE L 200 (QTY: 29)

SMALL TREE SEE L 200 (QTY: 23)

P-F PAA SIGN FREE STANDING SEE L-600 (QTY: 2)

P-W PAA SIGN WALL MOUNTED SEE L-600 (QTY: 2)

X'-0" X'-0" DIMENSION LINE

NOTES

1 APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY

2. STREET TREE LOCATIONS SUBJECT TO DEPARTMENT OF PARKS AND RECREATION APPROVAL, INCLUDING TREES PROVIDED ALONG PRIVATE STREETS

3. REFER TO ARCHITECTURE DRAWINGS FOR ARCHITECTURAL DETAILS.

4 ALL PUBLIC STREET IMPROVEMENTS SUBJECT TO DEPARTMENT OF TRANSPORTATION APPROVAL.

5 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY ACCESS.

6 NO OBSTRUCTIONS PERMITTED WITHIN EASEMENT AREA.

SCALE & NORTH ARROW

0' 10' 20'

N

KEY PLAN

05-06-19	REVISED ULURP FILING SET

	QTY	SIZE	ROOT	HEIGHT	SPACING	CHARACTERISTICS / NOTES
	8	25 30"	B&B		As Noted	Heavy LA to tag in the field
	5	25 30	B&B		As Noted	Heavy LA to tag in the field
	7	25 30"	B&B		As Noted	Heavy LA to tag in the field



CATENARY LED DOWNLIGHT SEE L-500 (QTY: 6)



POLE MOUNTED ADJUSTABLE LED SEE L-500 (QTY: 9)



WALL MOUNTED LED LANTERN W/ SHADE AND DOWNWARD DISTRIBUTION SEE L-500 (QTY: 25)



BIKE RACK SEE L-600 (QTY: 3)



RECYCLING AND TRASH RECEPTACLES SEE L-600 (QTY: 6 SETS)



TIMBER BENCH WITH BACK SEE L-300 (QTY: 12)



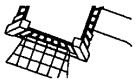
PLANTER WITH SEATING SEE L-300 (QTY: 9)



PLANTER WITH SEATING AND BACKREST SEE L-300 (QTY: 8)



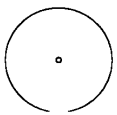
18" HIGH TIMBER DECK - SEE L-300 (QTY: 1)



CHILDREN'S PLAY AREA- SEE L-600 (QTY: 1 TIMBER TOWER W/ NET AND SLIDE, 1 RUBBER MOUND- 30 TIMBER STEPPERS, 2 BALANCE BEAM LOGS)



TREE GRATE SEE L-400



CANOPY TREE SEE L-200 (QTY: 29)

AUFA

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012
TEL. 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE,
NEW YORK, N Y 10001
TEL. 917-525-5669

LEGEND

- ZONING LOT LINE
- LARGE SCALE BOUNDARY
- PROPERTY LINE / TAX LOT LINE
- PAA BOUNDARY (21,375 SF)
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EASEMENT BOUNDARY (8,012 SF)
- NYC DOT STANDARD SIDEWALK
- PRECAST HEX PAVING SEE L-401
- PLANTING AREA
- PROPOSED BUILDING
- NYC DOT STANDARD CURBCUT
- CATENARY LED DOWNLIGHT SEE L-500 (QTY- 6)

PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843, 15842, & 15857 LOT 1, 1, & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845.368.0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
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ROSLYN, NY 11576

STRUCTURAL ENGINEER

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74 LAFAYETTE AVENUE,
SUFFERN, N Y 10901
TEL. 845.357.4411

MEP ENGINEER

ETTINGER ENGINEERING ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE.,
NEW YORK, N Y 10001
TEL. 212.244.2410

CIVIL / SITE ENGINEER

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK, N Y 10001
TEL. 212.479.5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012

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Page 2 of 12

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Page 6 of 12

L 201
Page 10 of 12

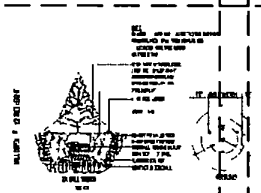
L 201
Page 1 of 12

L 201
Page 5 of 12

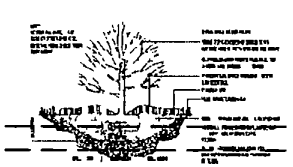
L 201
Page 9 of 12

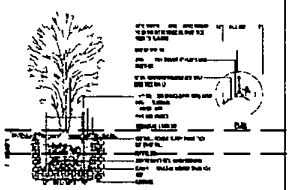
PROPOSED NEW
DEVELOPMENT FOR
51 15 BEACH
CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS



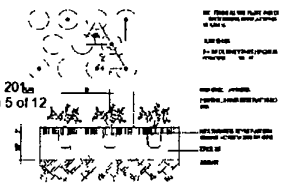
B-3 EVERGREEN TREE PLANTING ON GRADE

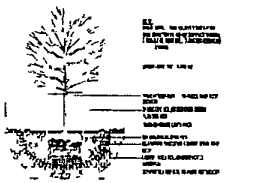




B-2 SHRUB PLANTING ON GRADE

A-2 MULTISTEM TREE PLANTING ON GRADE

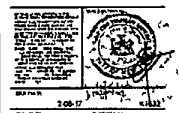




B-1 PERENNNIAL & GROUNDCOVER PLANTING ON GRADE

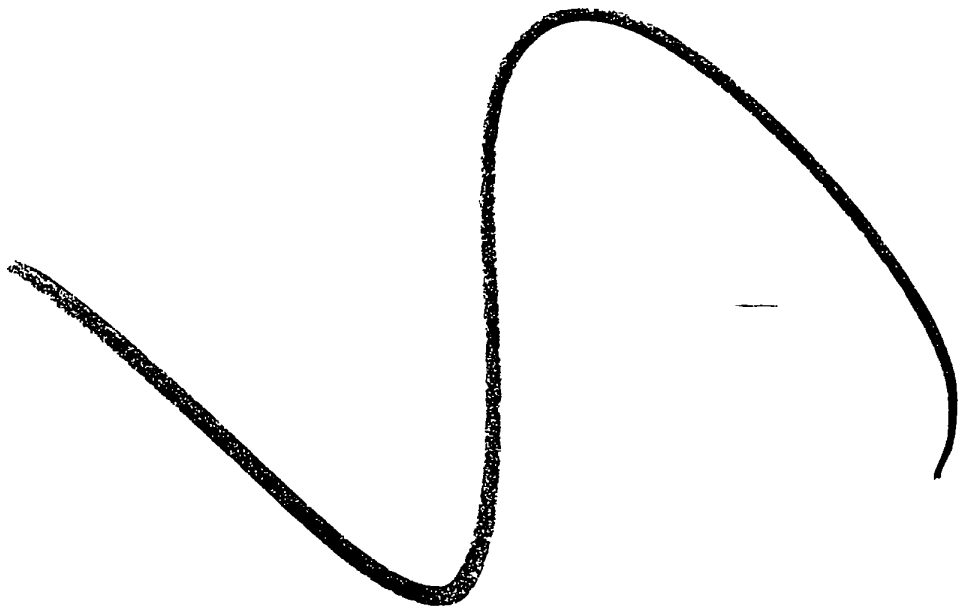
A-1 SINGLE STEM TREE PLANTING ON GRADE

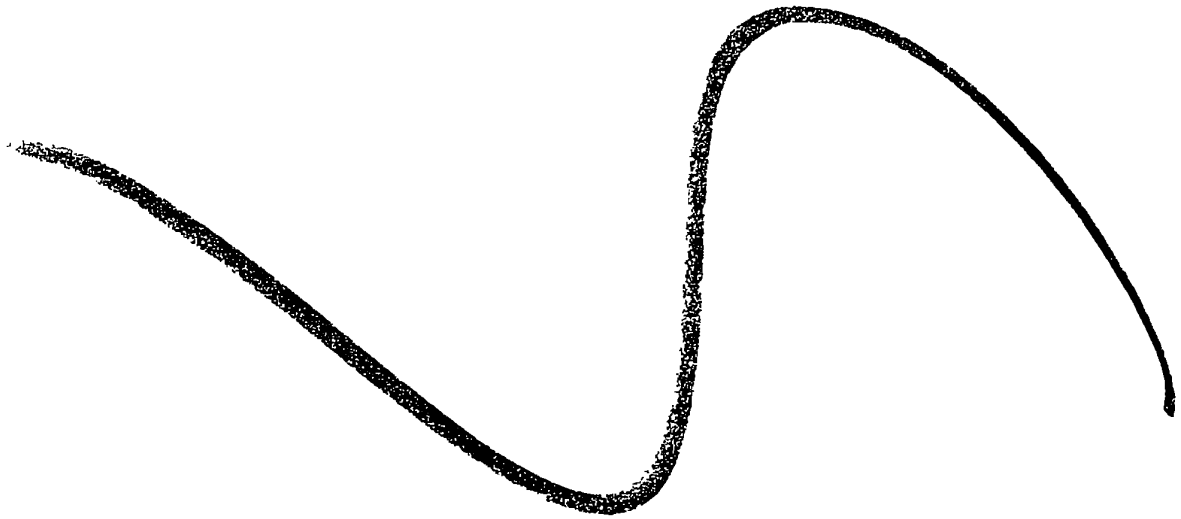
PEDESTRIAN PLAZA
PLANTING DETAILS

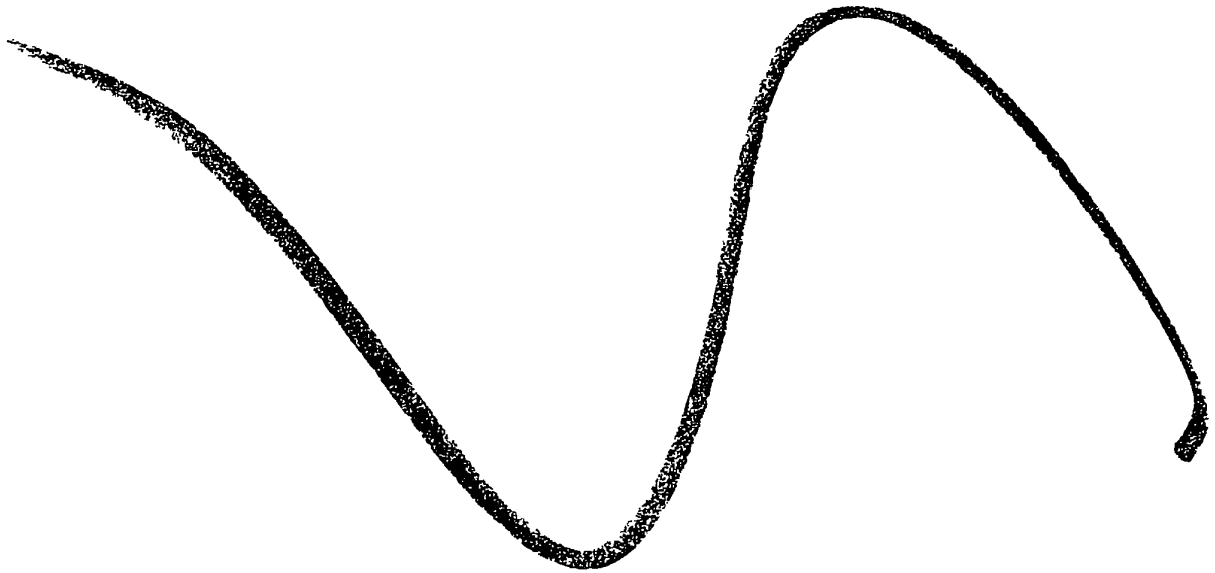


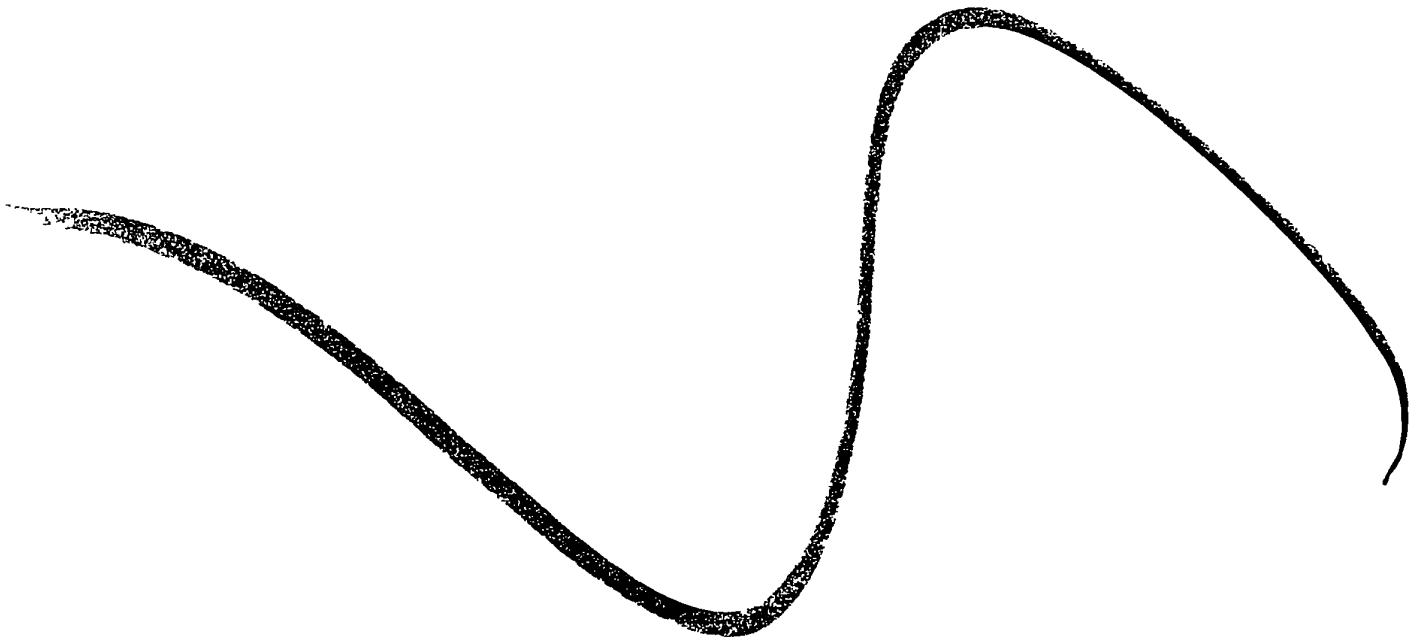
L 201

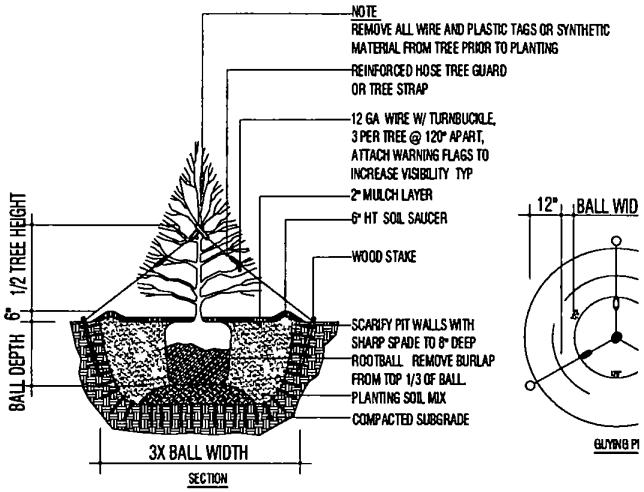
NYC DOB NUMBER





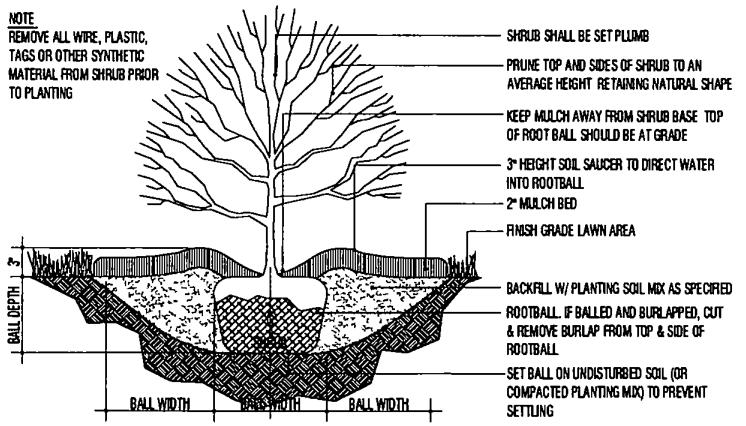


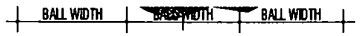




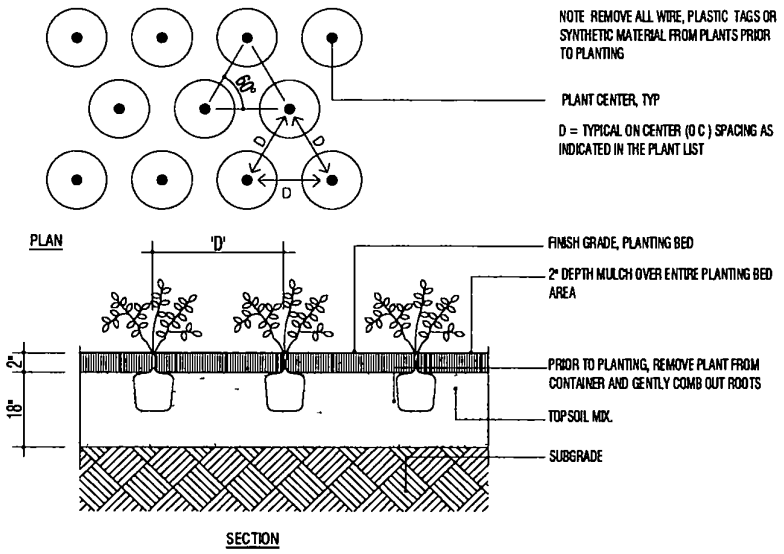
B-3 EVERGREEN TREE PLANTING ON GRADE

1/4"=1'-0"

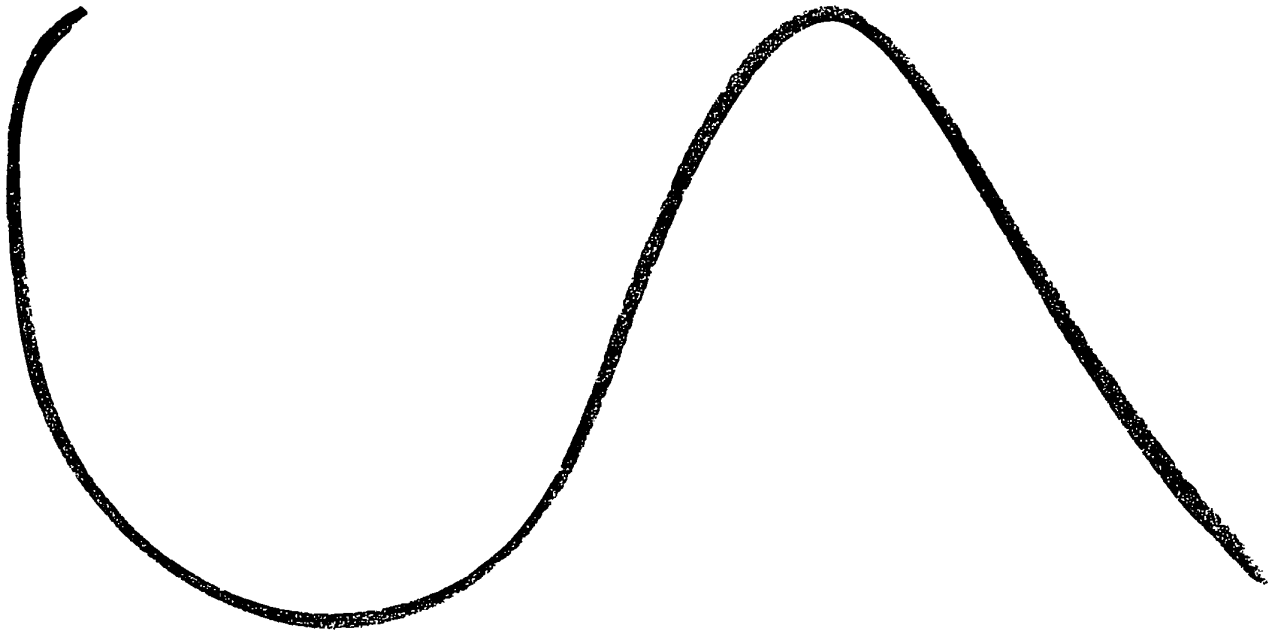




B-2 SHRUB PLANTING ON GRADE **A-2**
1"=1'-0" 1/4"=1



B-1 PERENNNIAL & GROUNDCOVER PLANTING ON GRADE **A-1**
1"=1'-0" 1/4"=1

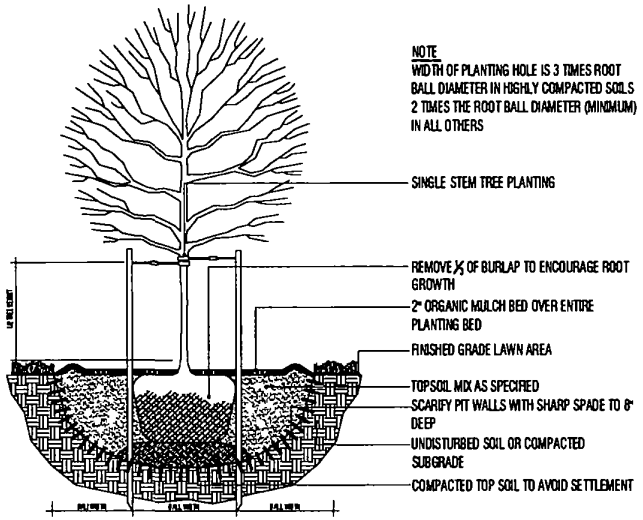


NOTE
REMOVE ALL WIRE AND PLASTIC TAGS OR SYNTHETIC



A-2 MULTISTEM TREE PLANTING ON GRADE

1/4"=1'-0"



A-1 SINGLE STEM TREE PLANTING ON GRADE

1/4"=1'-0"

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05 06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA PLANTING DETAILS

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SEAL & SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
LIC No 001789
STATE OF NEW YORK

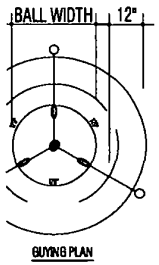
ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	3 OF 14

DRAWING NO

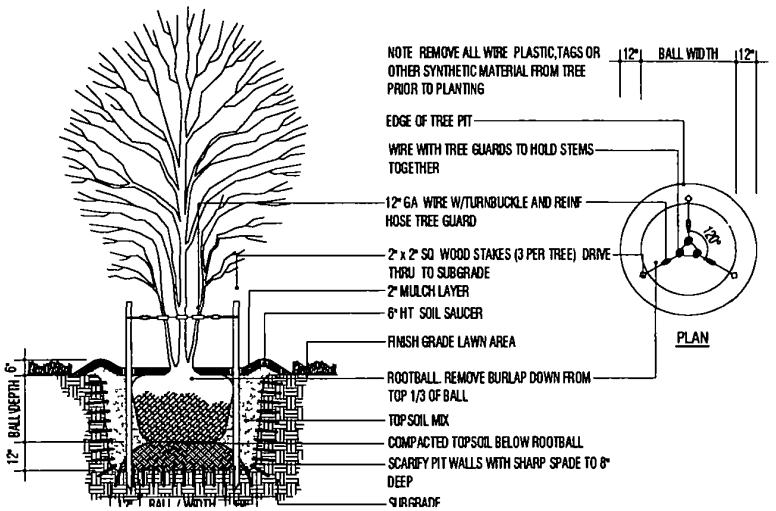
L-201

NYC DOB NUMBER

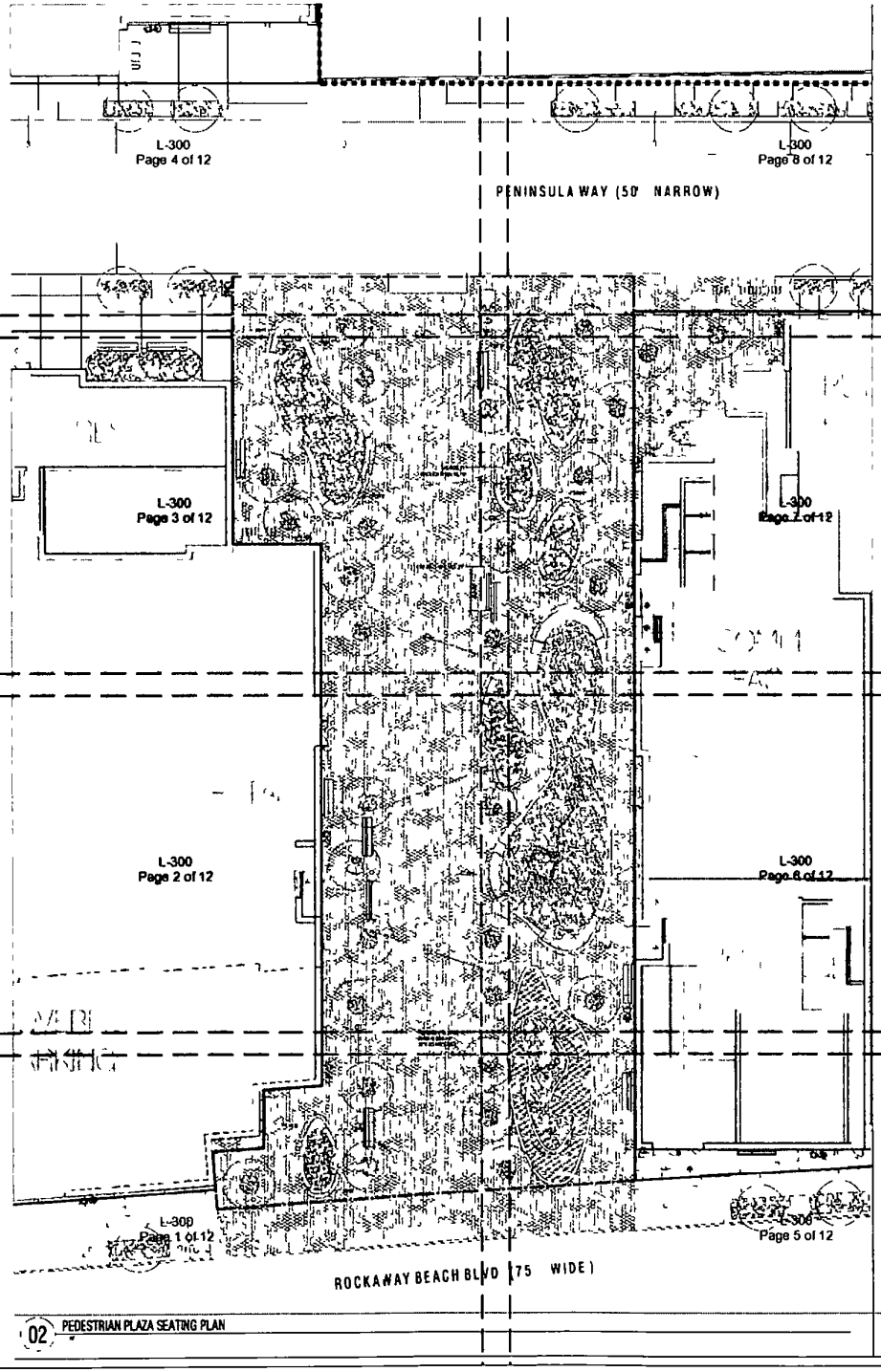
NTHETIC



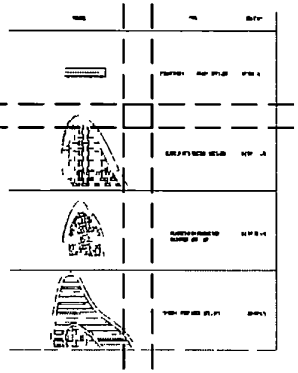
GUYING PLAN



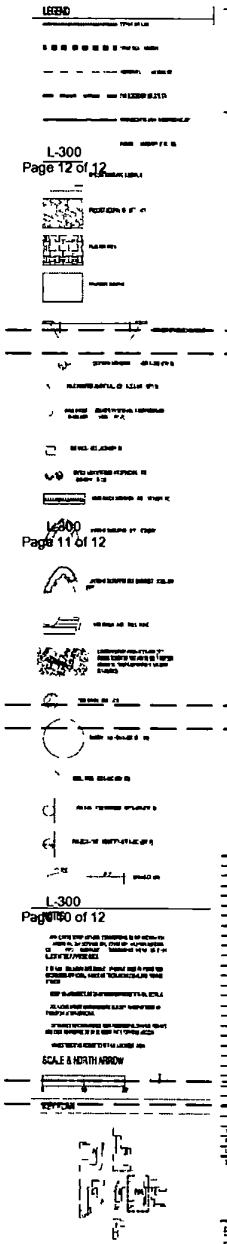
05 06 19	REVISED ULURP FILING SET



02 PEDESTRIAN PLAZA SEATING PLAN



01 PEDESTRIAN PLAZA SEATING SCHEDULE

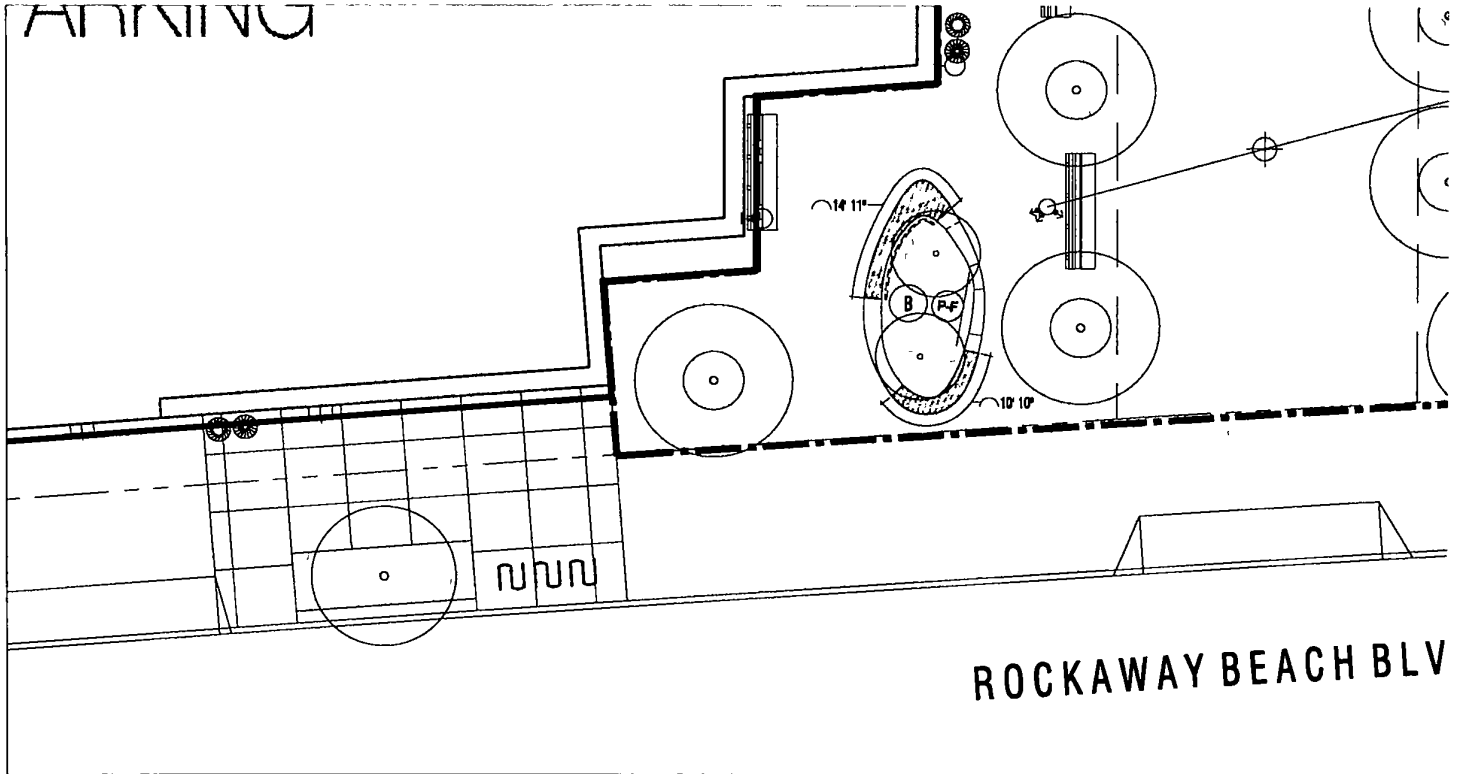


PROPOSED NEW DEVELOPMENT FOR
51 15 BEACH CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS

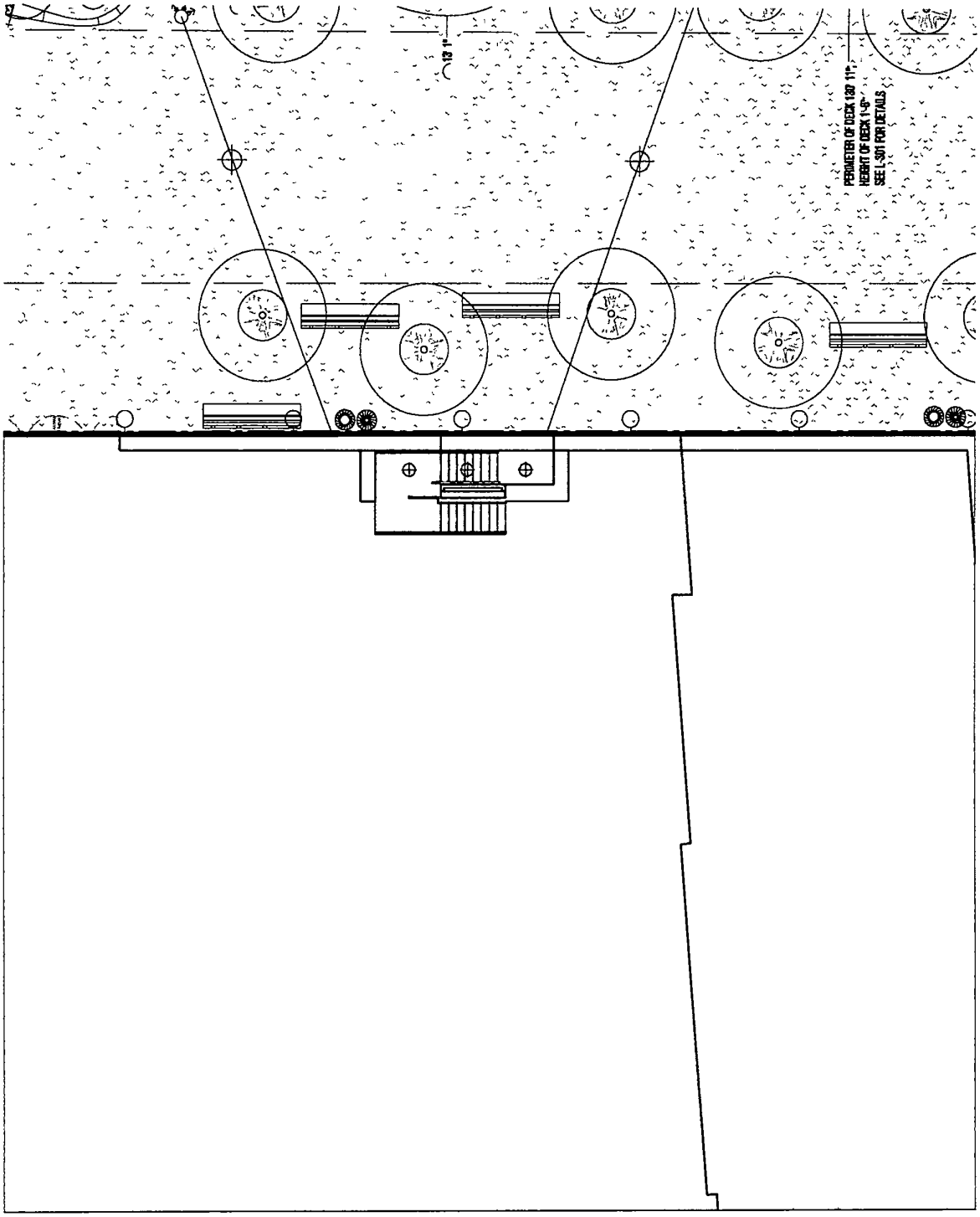
PEDESTRIAN PLAZA SEATING PLAN

L-300



02 PEDESTRIAN PLAZA SEATING PLAN

1"=10'


PERIMETER OF DECK 130' 11"±
HEIGHT OF DECK 1'-0"±
SEE L-301 FOR DETAILS

PROPOSED NEW
DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

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c/o THE ARKER COMPANIES
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2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

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TEL 845 357.4411

MEP ENGINEER

ETTINGER ENGINEERING
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NEW YORK N Y 10001
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CIVIL / SITE ENGINEER

LANGAN ENGINEERING &
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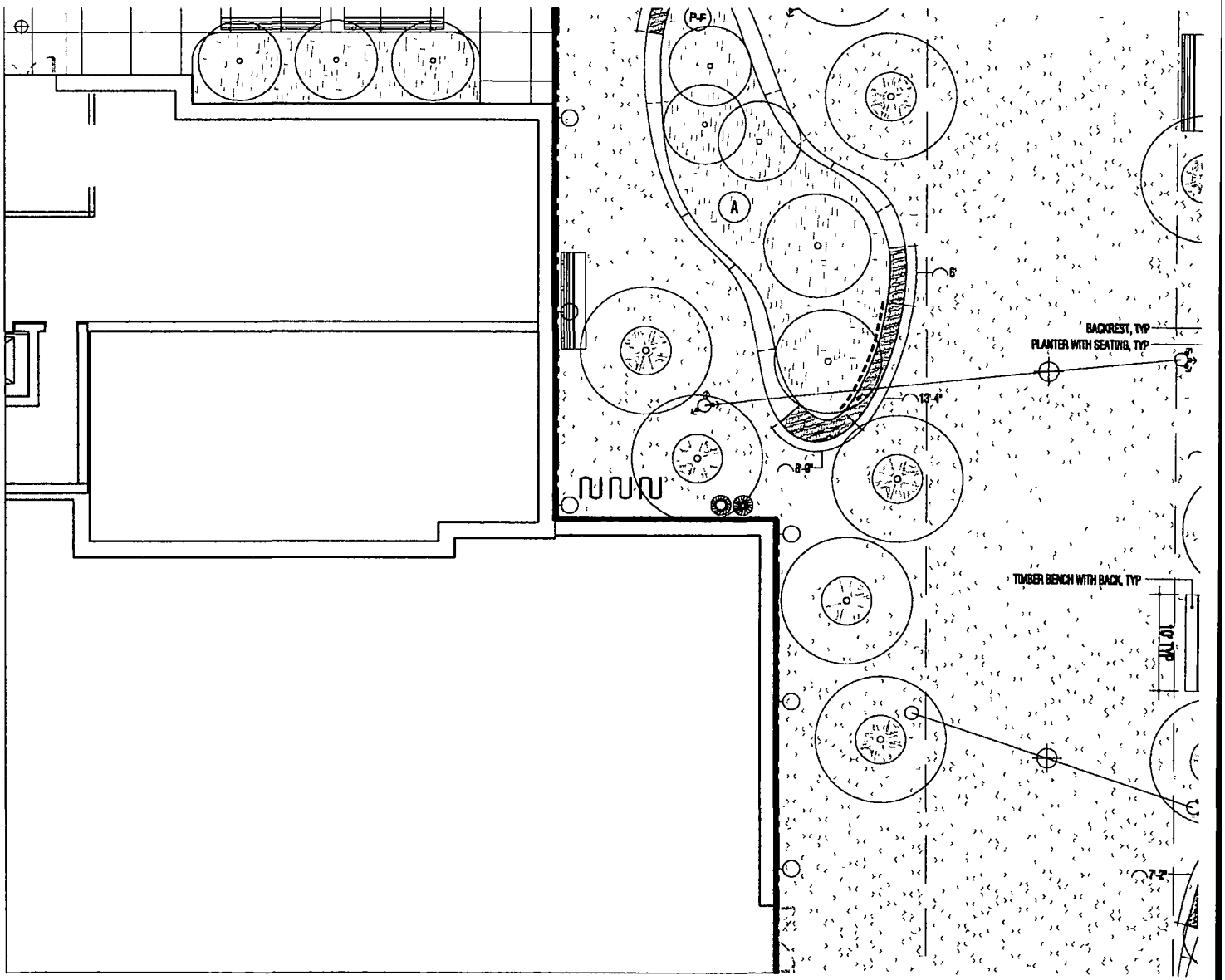
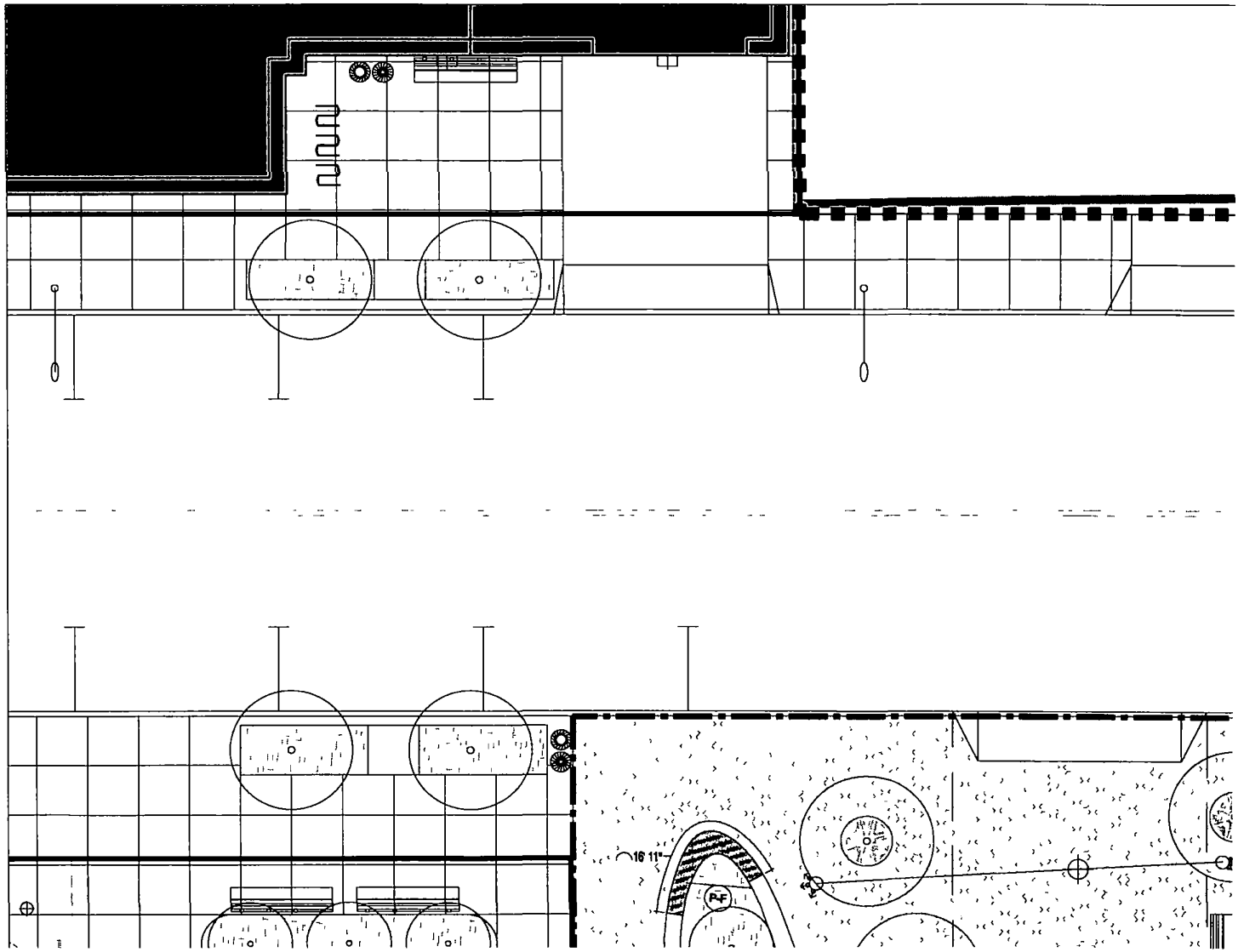
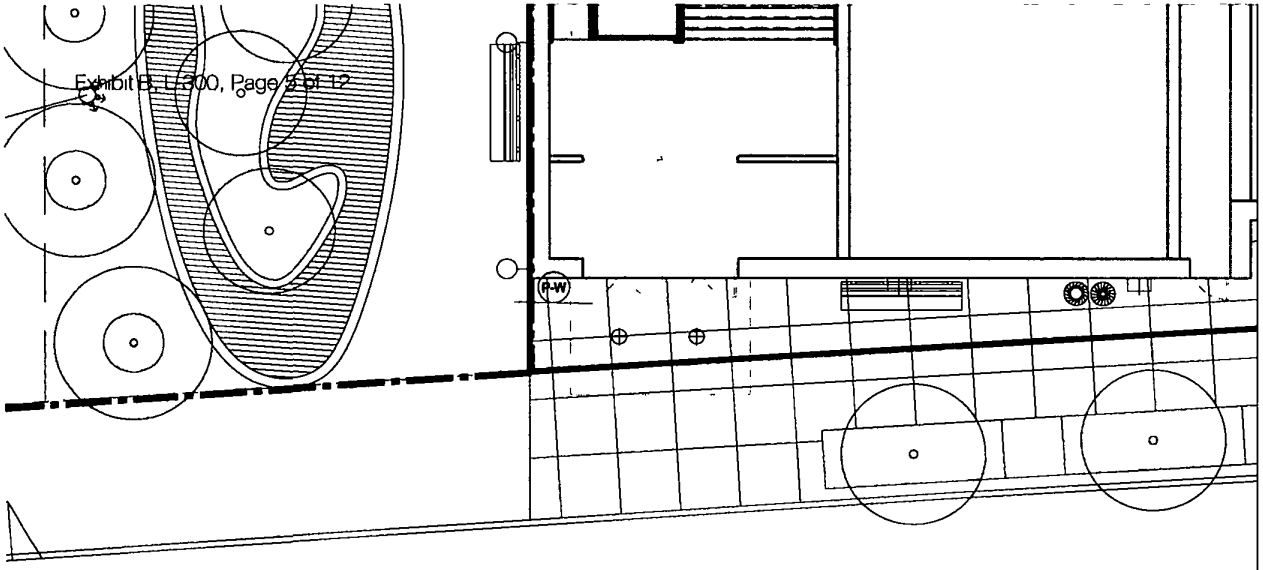
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212 479 5400

LANDSCAPE ARCHITECT

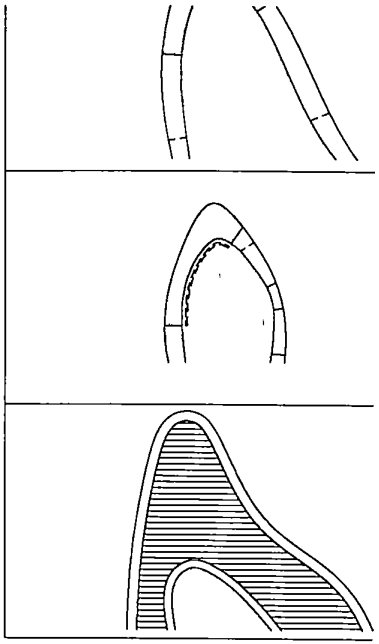
TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012


P-F
A
5'
BACKREST, TYP
PLANTER WITH SEATING, TYP
13'-4"
8'-9"
TIMBER BENCH WITH BACK, TYP
10' TYP
7'-7"


16' 11"
P-F

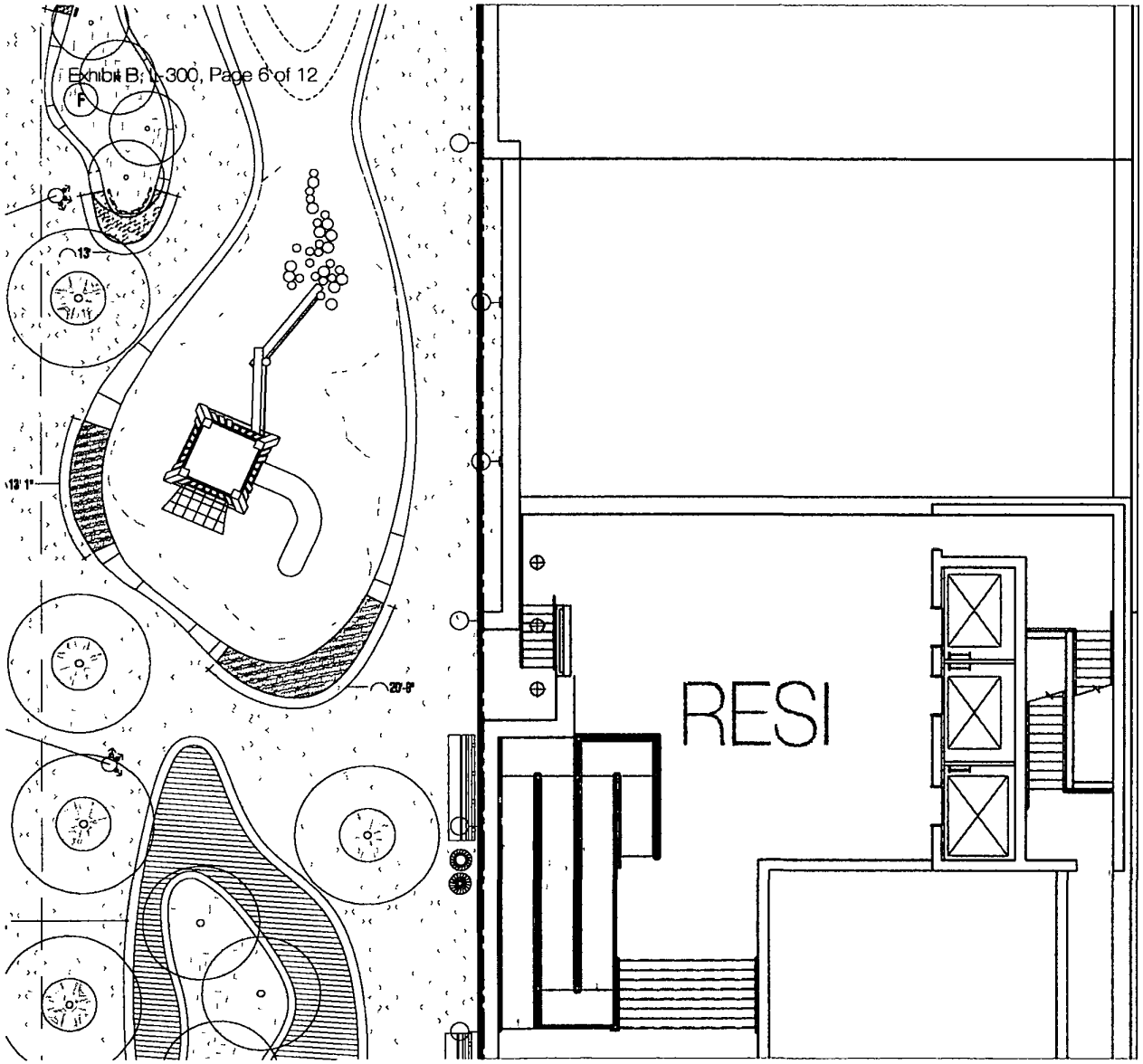


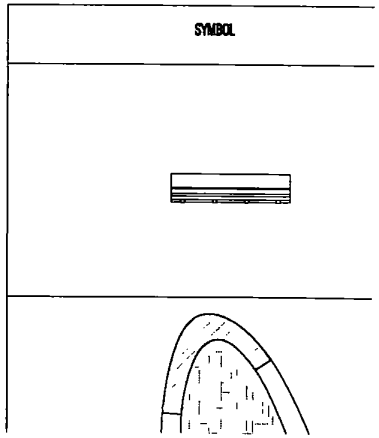
BLVD (75' - WIDE)

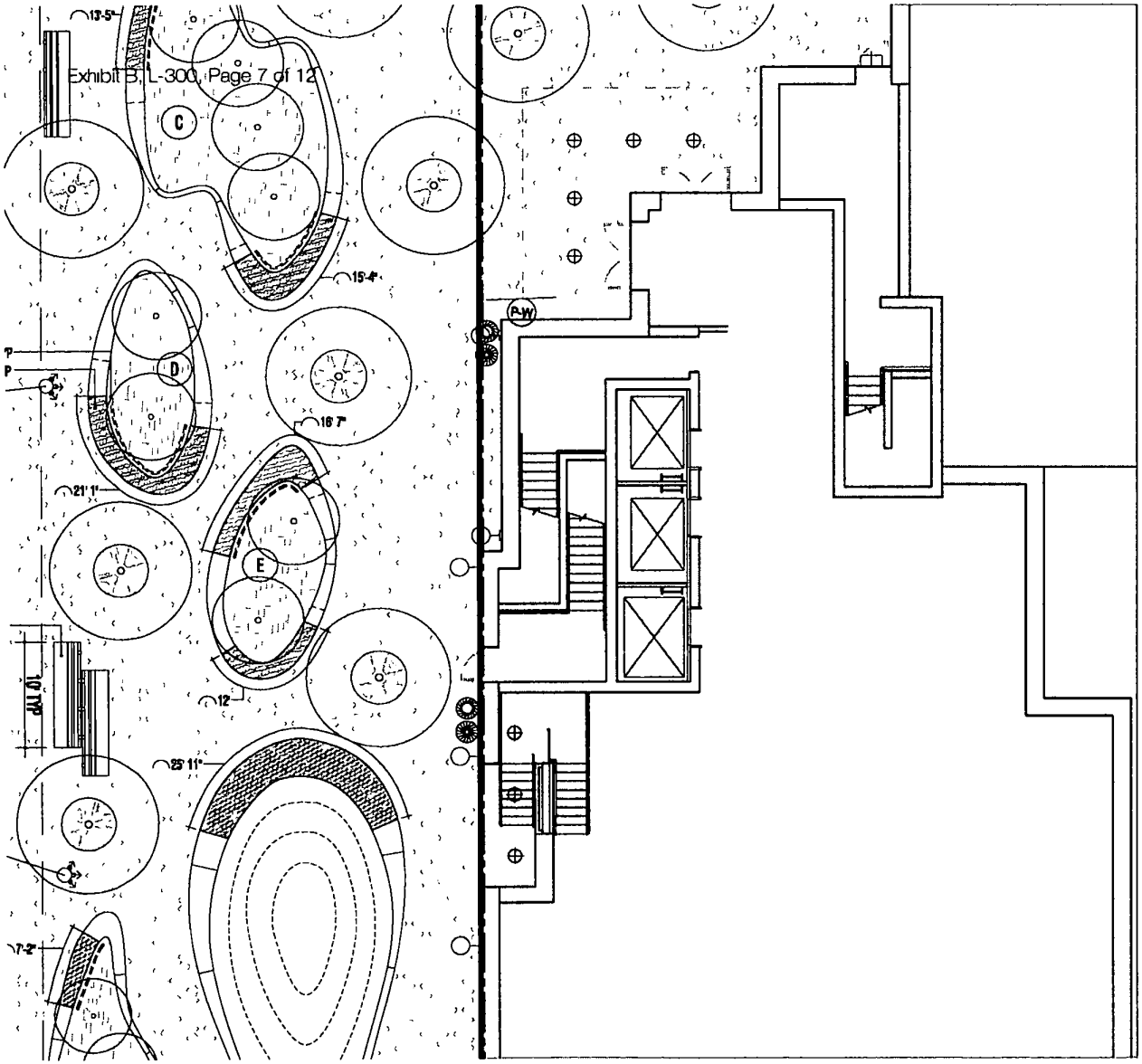


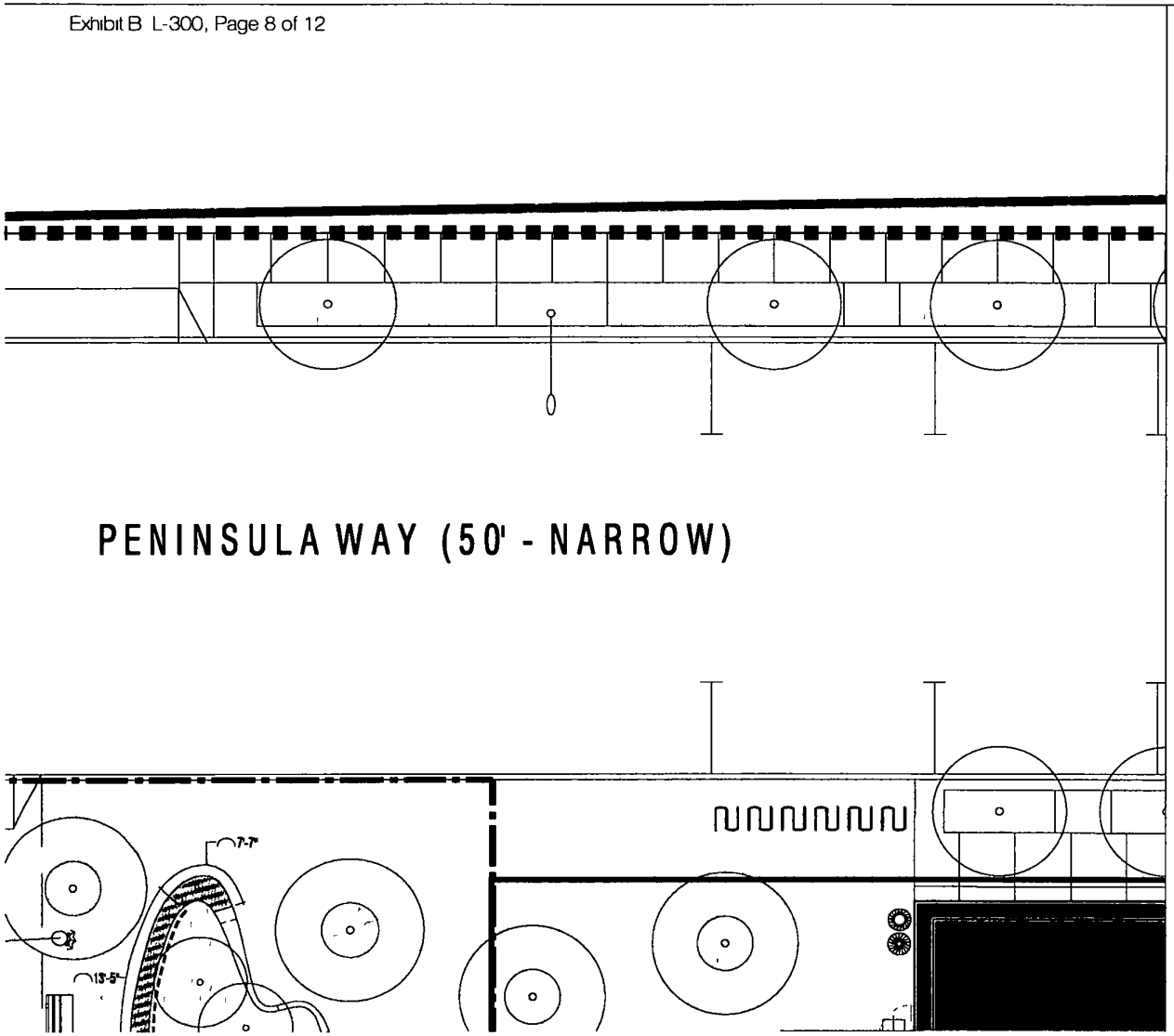
01 PEDESTRIAN PLAZA SEATING SCHEDULE

NTS


F
13'
13' 1"
20'-8"
RESI

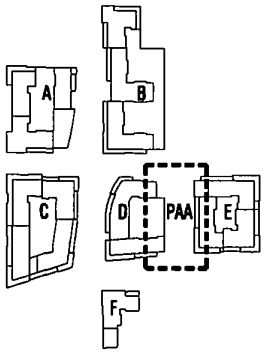

SYMBOL


13'-5"
C
15'-4"
P.W
D
16' 7"
21' 1"
E
12
10' TYP
25' 11"
7'-2"


PENINSULA WAY (50' - NARROW)

	PLANTER WITH SEATING SEE L-302	6 (121 10" LF)
	PLANTER WITH SEATING AND BACKREST SEE L-302	6 (114 10" LF)
	18" HIGH TIMBER DECK SEE L-301	1 (130' 11" LF)

ULE



APPROVAL

DATE	SUBMISSIONS / REVISIONS
05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA SEATING PLAN

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SEAL & SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001769
STATE OF NEW YORK

ISSUE DATE:	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE:	SHEET NO:
AS NOTED	4 OF 14

DRAWING NO

L-300

NYC DOB NUMBER

	TYPE	QUANTITY
	10' TIMBER BENCH WITH BACK SEE L-301	12 (120 LF)
	PLANTER WITH SEATING SEE L-302	6 (121' 10" LF)

CANOPY TREE SEE L 200 (QTY- 29)

SMALL TREE SEE L 200 (QTY- 23)

P-F PAA SIGN FREE STANDING SEE L-600 (QTY 2)

P-W PAA SIGN WALL MOUNTED SEE L-600 (QTY 2)

X'-0" X'-0" DIMENSION LINE

NOTES

1 APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY

2. STREET TREE LOCATIONS SUBJECT TO DEPARTMENT OF PARKS AND RECREATION APPROVAL, INCLUDING TREES PROVIDED ALONG PRIVATE STREETS.

3 REFER TO ARCHITECTURE DRAWINGS FOR ARCHITECTURAL DETAILS.

4 ALL PUBLIC STREET IMPROVEMENTS SUBJECT TO DEPARTMENT OF TRANSPORTATION APPROVAL.

5 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY ACCESS.

6 NO OBSTRUCTIONS PERMITTED WITHIN EASEMENT AREA.

SCALE & NORTH ARROW

0' 10' 20'

N

KEY PLAN

05-06-19	REVISED ULURP FILING SET


CATENARY LED DOWNLIGHT SEE L-500 (QTY= 6)


POLE MOUNTED ADJUSTABLE LED SEE L-500 (QTY= 9)


WALL MOUNTED LED LANTERN W/ SHADE AND DOWNWARD DISTRIBUTION SEE L-500 (QTY= 25)


BIKE RACK SEE L-600 (QTY= 3)

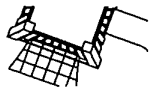

RECYCLING AND TRASH RECEPTACLES SEE L-600 (QTY= 6 SETS)


TIMBER BENCH WITH BACK SEE L-300 (QTY= 12)

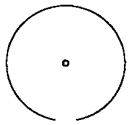

PLANTER WITH SEATING SEE L-300 (QTY= 9)


PLANTER WITH SEATING AND BACKREST SEE L-300 (QTY= 6)


18" HIGH TIMBER DECK SEE L-300 (QTY= 1)


CHILDREN'S PLAY AREA- SEE L-600 (QTY= 1 TIMBER TOWER W/ NET AND SLIDE, 1 RUBBER MOUND; 30 TIMBER STEPPERS, 2 BALANCE BEAM LOGS)


TREE GRATE SEE L-400


CANOPY TREE SEE L 200 (QTY= 29)

AUF A

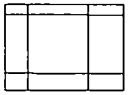
TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012
TEL. 212 537 6080

LIGHTING CONSULTANT

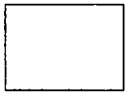
PHT LIGHTING DESIGN INC.
350 SEVENTH AVENUE,
NEW YORK, N Y 10001
TEL. 917-525-5669

LEGEND

- ZONING LOT LINE
- LARGE SCALE BOUNDARY
- PROPERTY LINE / TAX LOT LINE
- PAA BOUNDARY (21,375 SF)
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EASEMENT BOUNDARY (8,012 SF)



NYC DOT STANDARD SIDEWALK



PRECAST HEX PAVING SEE L-401



PLANTING AREA



PROPOSED BUILDING



NYC DOT STANDARD CURBCUT



CATENARY LED DOWNLIGHT SEE L-500 (QTY: 6)

PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843, 15842, & 15857 LOT 1, 1, & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845.368.0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

BROOKER ENGINEERING PLLC
74 LAFAYETTE AVENUE,
SUFFERN N Y 10901
TEL. 845.357.4411

MEP ENGINEER

ETTINGER ENGINEERING ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE.,
NEW YORK, N Y 10001
TEL. 212.244.2410

CIVIL / SITE ENGINEER

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK, N Y 10001
TEL. 212.479.5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET,
NEW YORK, N Y 10012

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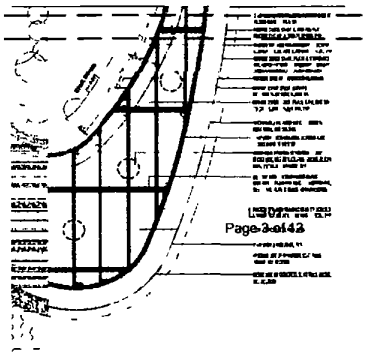
Page 4 of 12

L 301
Page 8 of 12

L 301
Page 12 of 12



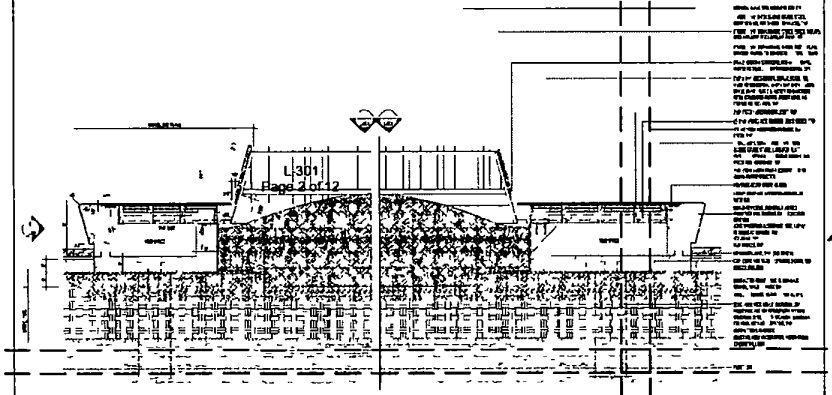
C-3 TIMBER DECK DETAIL PLAN

B-3 TIMBER BENCH SIDE & FRONT ELEVATIONS

L 301
Page 7 of 12

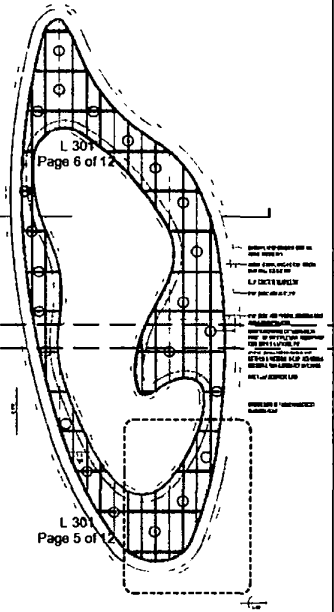
L 301
Page 11 of 12

B-2 TIMBER BENCH PLAN



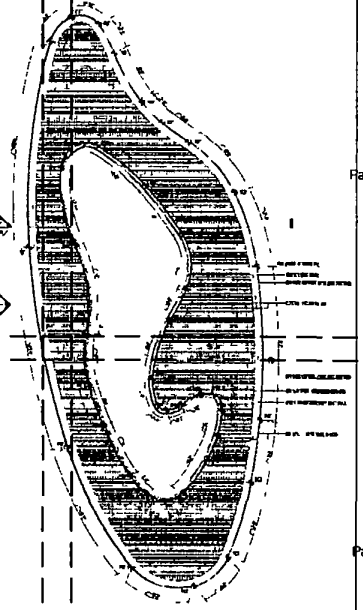
L 301
Page 2 of 12

C-2 TIMBER DECK, TYPICAL SECTION



L 301
Page 6 of 12

L 301
Page 5 of 12



L 301
Page 10 of 12

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Page 9 of 12



C-1 TIMBER DECK ELEVATION

B-1 TIMBER DECK FRAMING PLAN

A 1 TIMBER DECK FINISH PLAN

PROPOSED NEW
DEVELOPMENT FOR
51 15 BEACH
CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS

APPROVAL

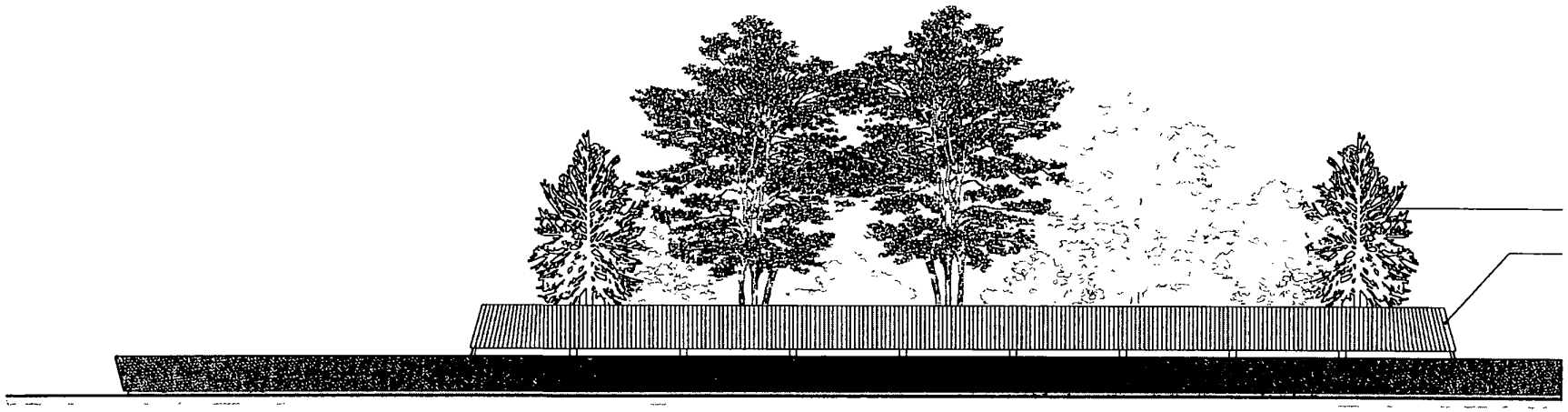
PEDESTRIAN PLAZA
SEATING DETAILS I

AS NOTED

L-301

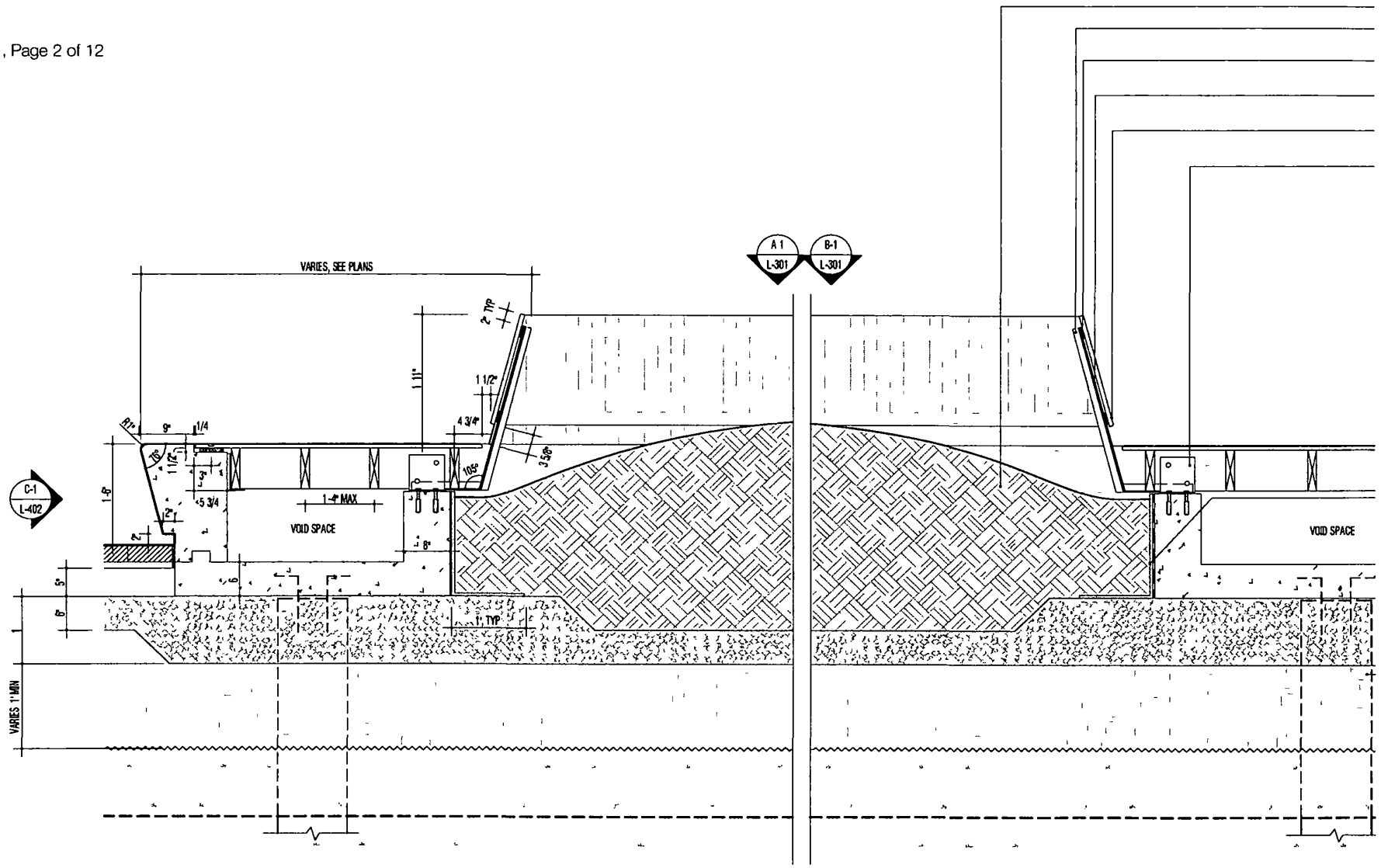
C-2 TIMBER DECK, TYPICAL SECTION

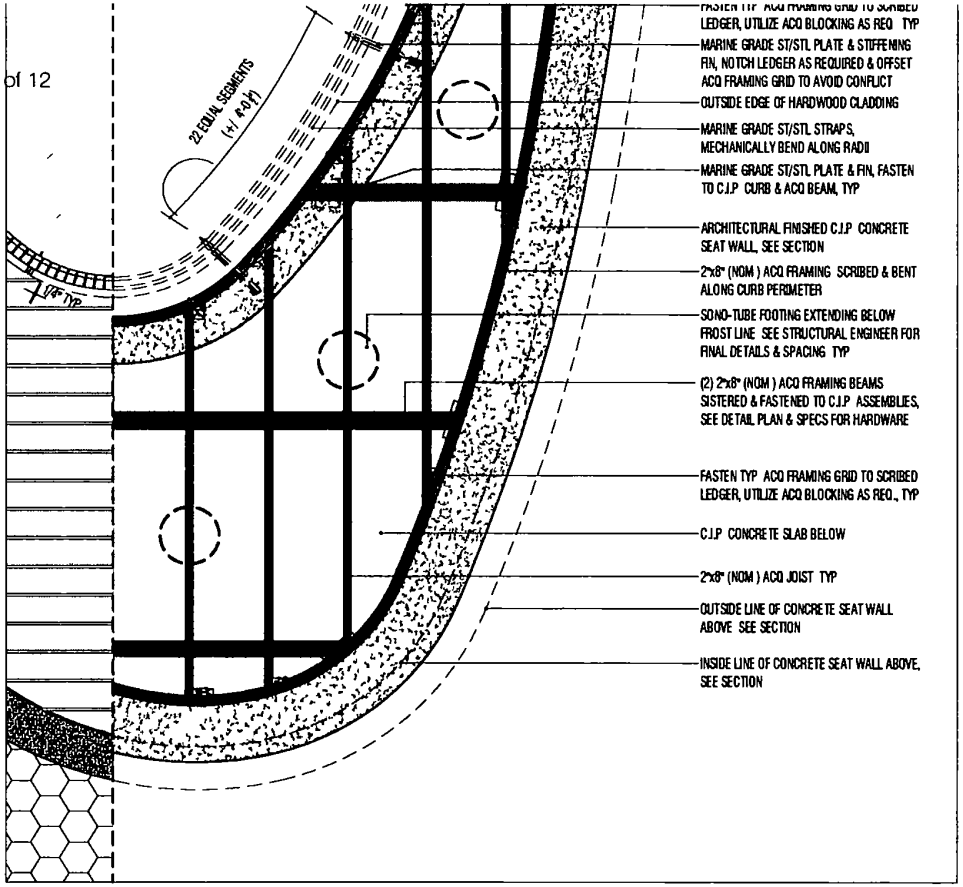
3/4" = 1'-0"



C-1 TIMBER DECK ELEVATION

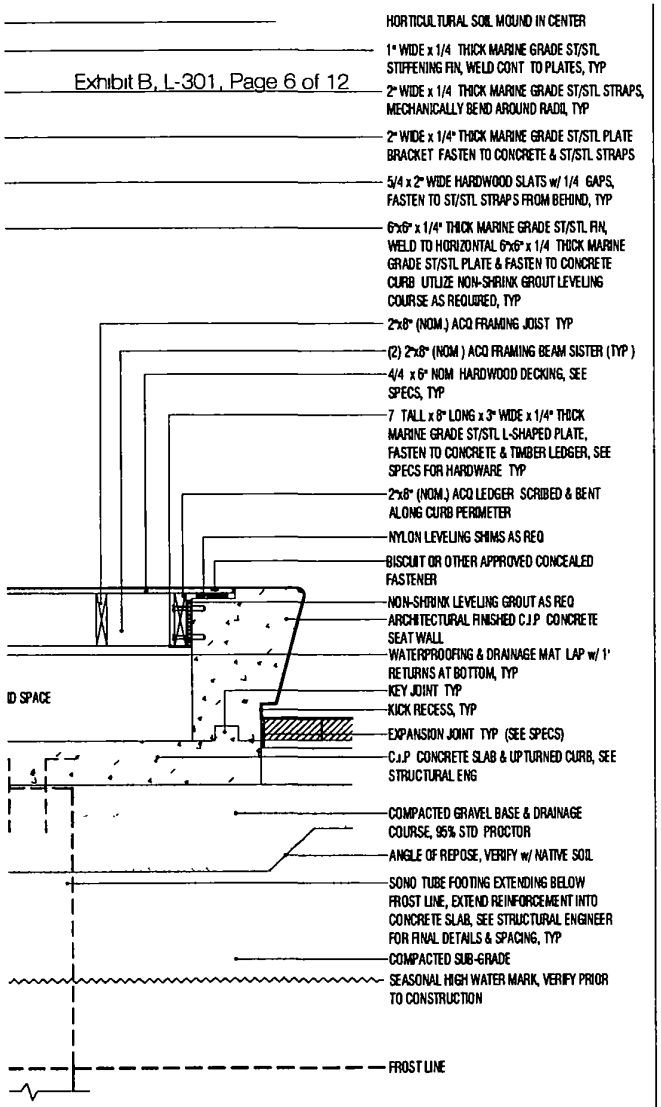
1/4"=1'-0"

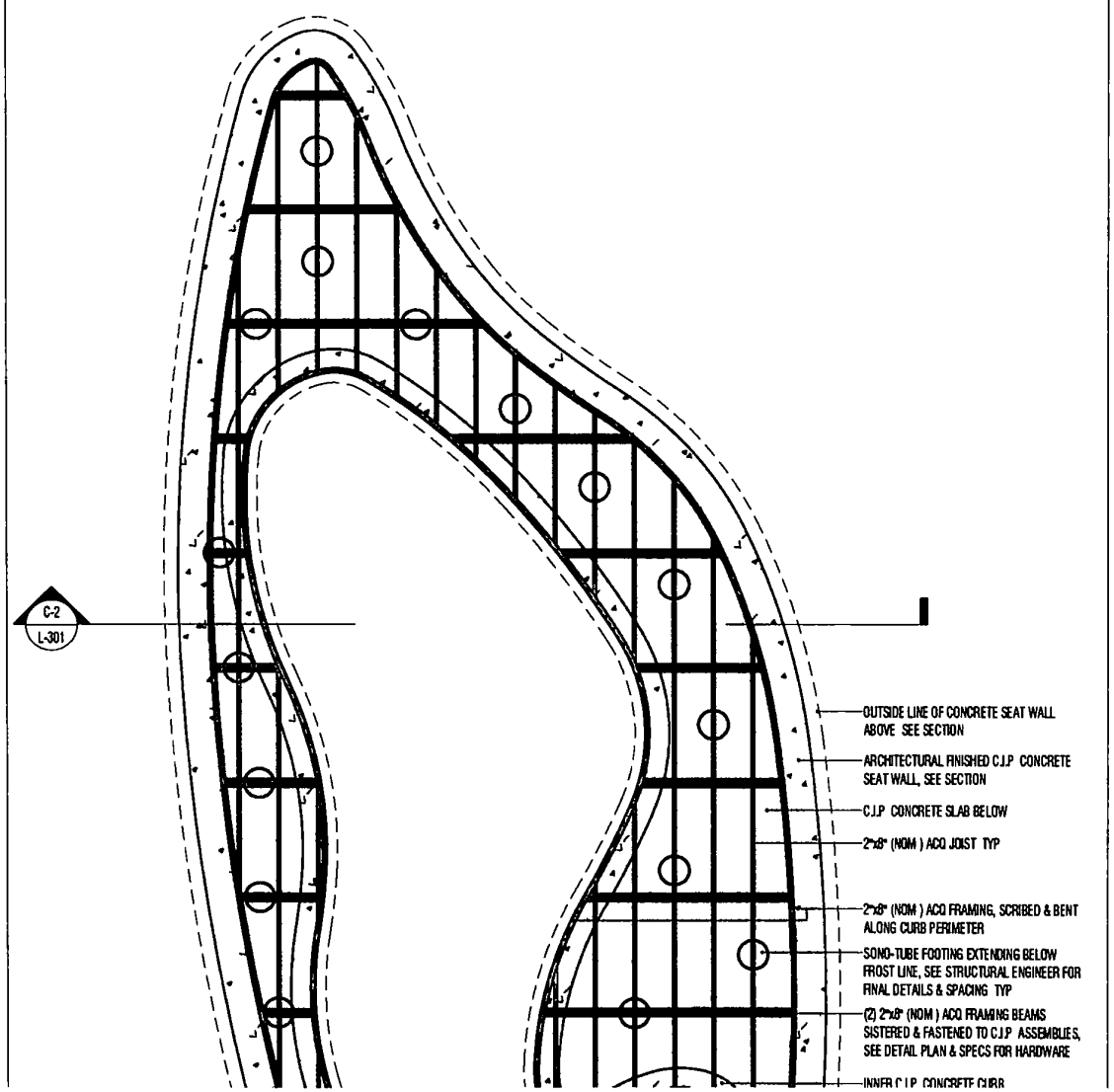

A 1
L-301
B-1
L-301
C-1
L-402
VARIES, SEE PLANS
2" TYP
1'-11"
1 1/2"
4 3/4"
3 3/8"
105°
9"
1/4
R1"
75°
1 1/2"
3"
5 3/4
2"
2"
1'-8"
1'-4" MAX
VOID SPACE
6"
VOID SPACE
5"
6"
1" TYP
VARIES 1" MIN

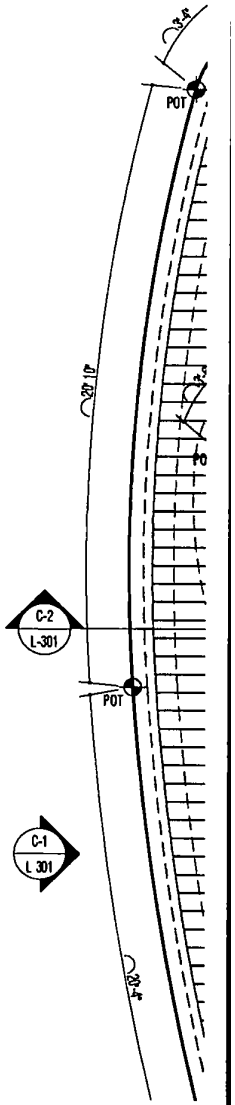


C-3 TIMBER DECK DETAIL PLAN

1/2"=1'-0"

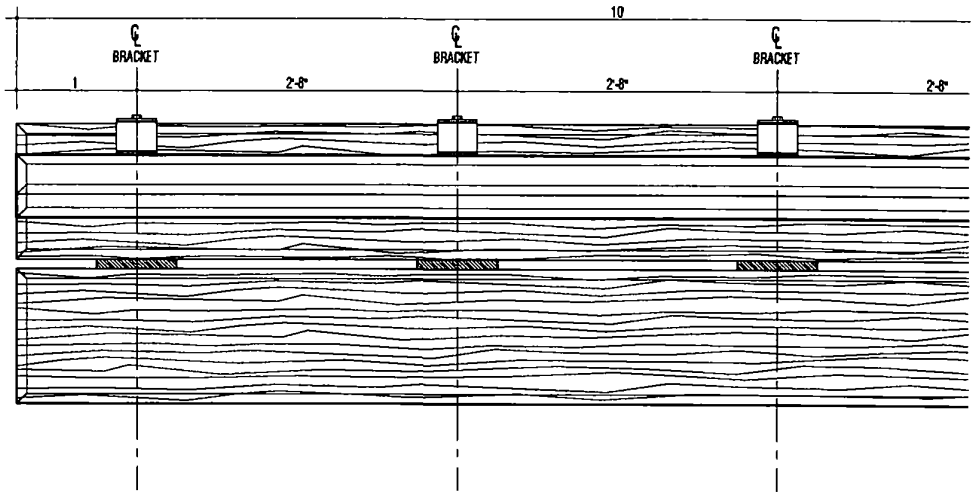

HORTICULTURAL SOIL MOUND IN CENTER
1" WIDE x 1/4 THICK MARINE GRADE ST/STL STIFFENING FIN, WELD CONT TO PLATES, TYP
2" WIDE x 1/4 THICK MARINE GRADE ST/STL STRAPS, MECHANICALLY BEND AROUND RADII, TYP
2" WIDE x 1/4" THICK MARINE GRADE ST/STL PLATE BRACKET FASTEN TO CONCRETE & ST/STL STRAPS
5/4 x 2" WIDE HARDWOOD SLATS w/ 1/4 GAPS, FASTEN TO ST/STL STRAPS FROM BEHIND, TYP
6"x6" x 1/4" THICK MARINE GRADE ST/STL FIN, WELD TO HORIZONTAL 6"x6" x 1/4 THICK MARINE GRADE ST/STL PLATE & FASTEN TO CONCRETE CURB UTILIZE NON-SHRINK GROUT LEVELING COURSE AS REQUIRED, TYP
2"x8" (NOM.) ACQ FRAMING JOIST TYP
(2) 2"x8" (NOM.) ACQ FRAMING BEAM SISTER (TYP.)
4/4 x 6" NOM HARDWOOD DECKING, SEE SPECS, TYP
7" TALL x 6" LONG x 3" WIDE x 1/4" THICK MARINE GRADE ST/STL L-SHAPED PLATE, FASTEN TO CONCRETE & TIMBER LEDGER, SEE SPECS FOR HARDWARE TYP
2"x8" (NOM.) ACQ LEDGER SCRIBED & BENT ALONG CURB PERIMETER
NYLON LEVELING SHIMS AS REQ
BISCUIT OR OTHER APPROVED CONCEALED FASTENER
NON-SHRINK LEVELING GROUT AS REQ
ARCHITECTURAL FINISHED C.I.P. CONCRETE SEAT WALL
WATERPROOFING & DRAINAGE MAT LAP w/ 1" RETURNS AT BOTTOM, TYP
ID SPACE
KEY JOINT TYP
KICK RECESS, TYP
EXPANSION JOINT TYP (SEE SPECS)
C.I.P. CONCRETE SLAB & UPTURNED CURB, SEE STRUCTURAL ENG
COMPACTED GRAVEL BASE & DRAINAGE COURSE, 95% STD PROCTOR
ANGLE OF REPOSE, VERIFY w/ NATIVE SOIL
SONO TUBE FOOTING EXTENDING BELOW FROST LINE, EXTEND REINFORCEMENT INTO CONCRETE SLAB, SEE STRUCTURAL ENGINEER FOR FINAL DETAILS & SPACING, TYP
COMPACTED SUB-GRADE
SEASONAL HIGH WATER MARK, VERIFY PRIOR TO CONSTRUCTION
FROST LINE


C-2
L-301
OUTSIDE LINE OF CONCRETE SEAT WALL ABOVE SEE SECTION
ARCHITECTURAL FINISHED C.I.P. CONCRETE SEAT WALL, SEE SECTION
C.I.P. CONCRETE SLAB BELOW
2"x8" (NOM.) ACQ JOIST TYP
2"x8" (NOM.) ACQ FRAMING, SCRIBED & BENT ALONG CURB PERIMETER
SONO-TUBE FOOTING EXTENDING BELOW FROST LINE, SEE STRUCTURAL ENGINEER FOR FINAL DETAILS & SPACING TYP
(2) 2"x8" (NOM.) ACQ FRAMING BEAMS SISTERED & FASTENED TO C.I.P. ASSEMBLIES, SEE DETAIL PLAN & SPECS FOR HARDWARE
INNER C.I.P. CONCRETE CURB


POT
C-2
L-301
POT
C-1
L 301

B-3 TIMBER BENCH - SIDE & FRONT ELEVATIONS

1"=1'-0"

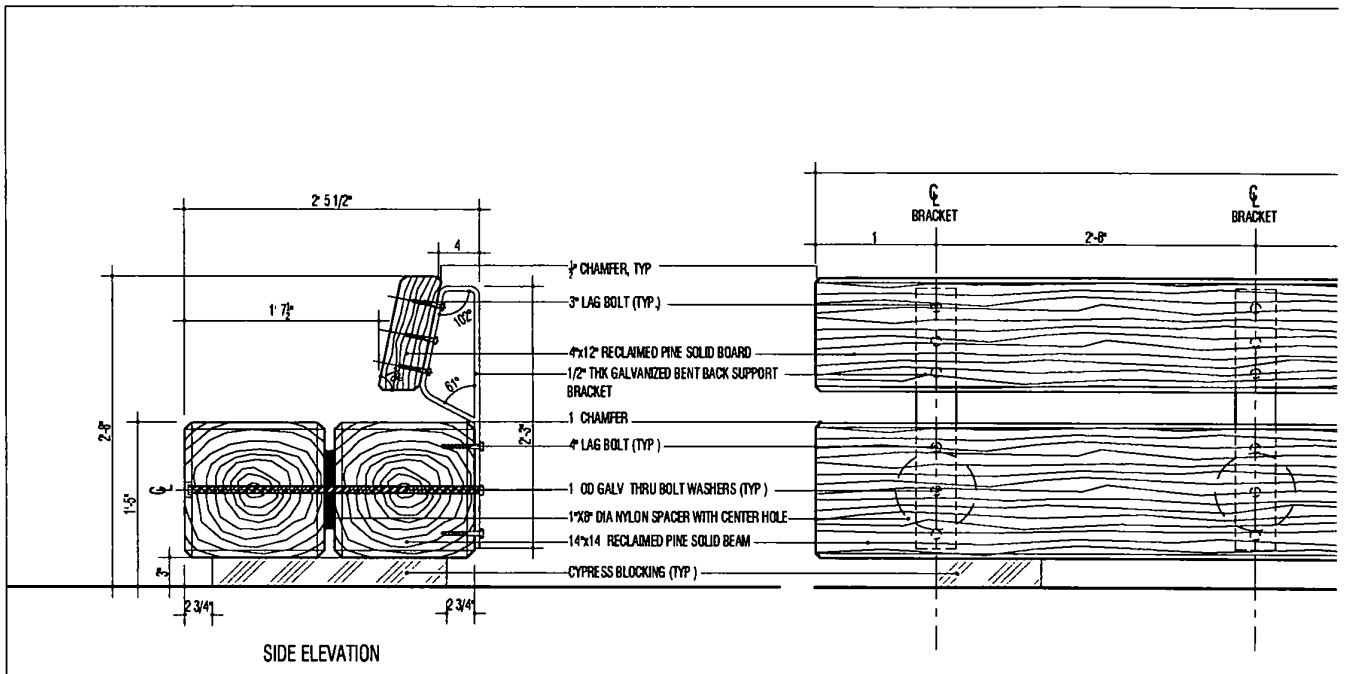


B-2 TIMBER BENCH - PLAN

1"=1'-0"

HORTICULTURAL SOIL MOUND IN CENTER

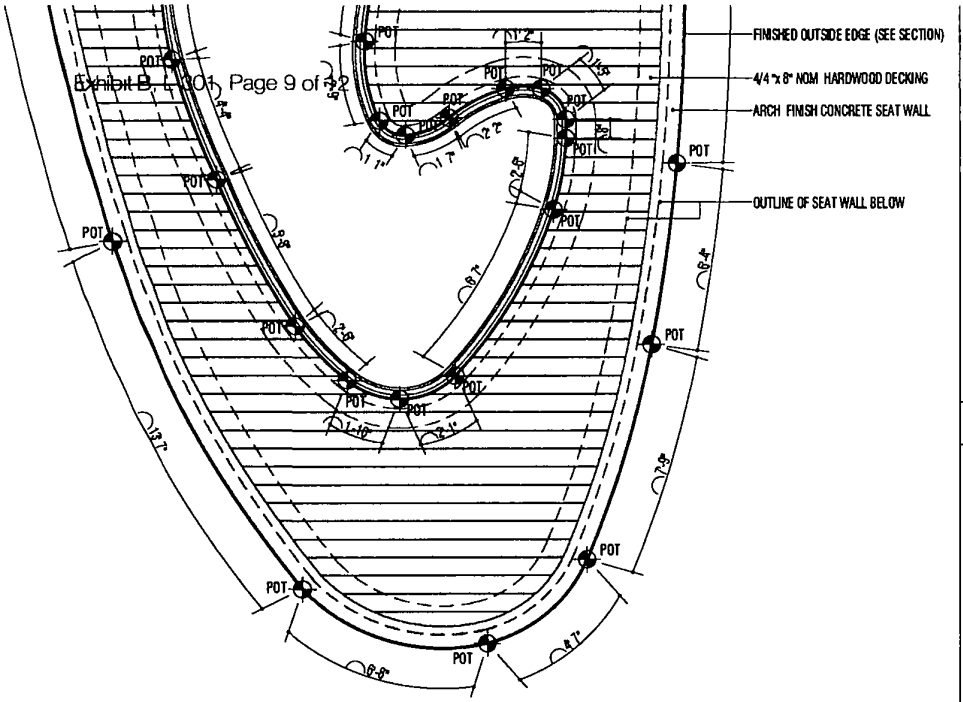
1 WIDE x 1/4 THICK MARINE GRADE ST/STL STIFFENING FIN. WELD CONT TO PLATES TYP



SIDE ELEVATION

B-3 TIMBER BENCH - SIDE & FRONT ELEVATIONS

1"=1'-0"



TIMBER DECK FINISH PLAN

APPROVAL

05 06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET
DATE	SUBMISSIONS / REVISIONS

SHEET TITLE

PEDESTRIAN PLAZA SEATING DETAILS 1

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SEAL & SIGNATURE

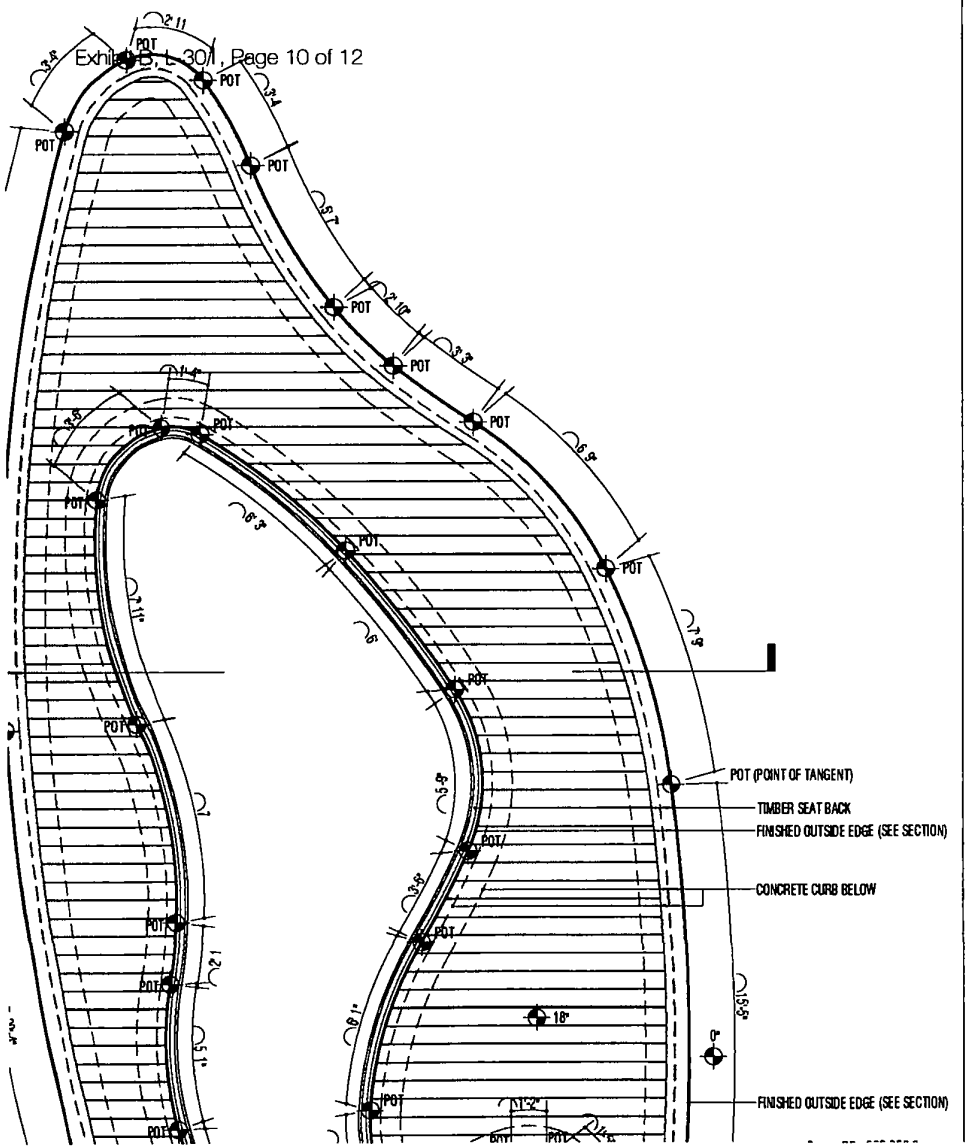
REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001789
STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	5 OF 14

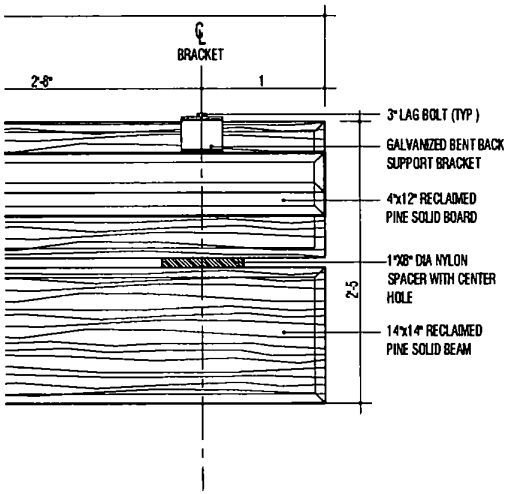
DRAWING NO

L-301

NYC DOB NUMBER



05 06 19	REVISED ULURP FILING SET



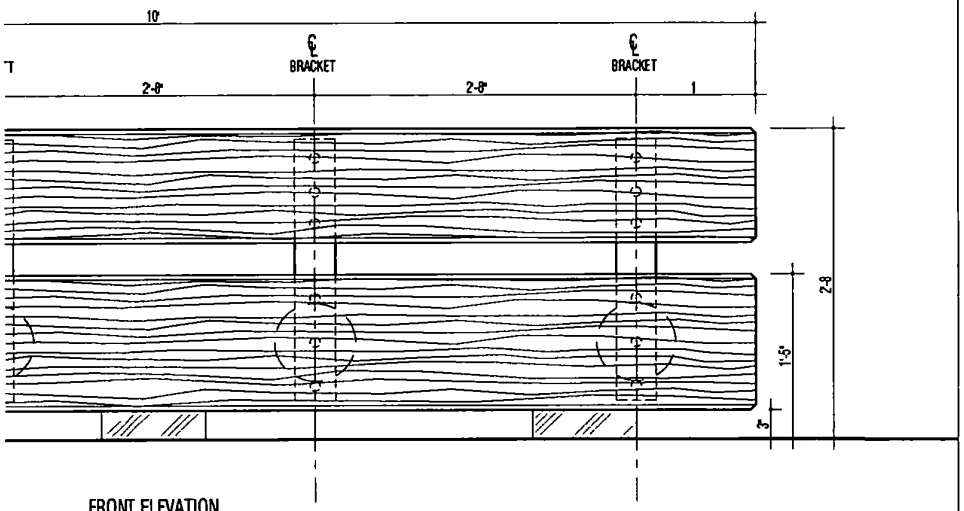
POT 2 11

AUF A

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525-5669



FRONT ELEVATION

PROPOSED NEW
DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD,
2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

BROOKER ENGINEERING PLLC
74 LAFAYETTE AVENUE
SUFFERN N Y 10901
TEL 845 357.4411

MEP ENGINEER

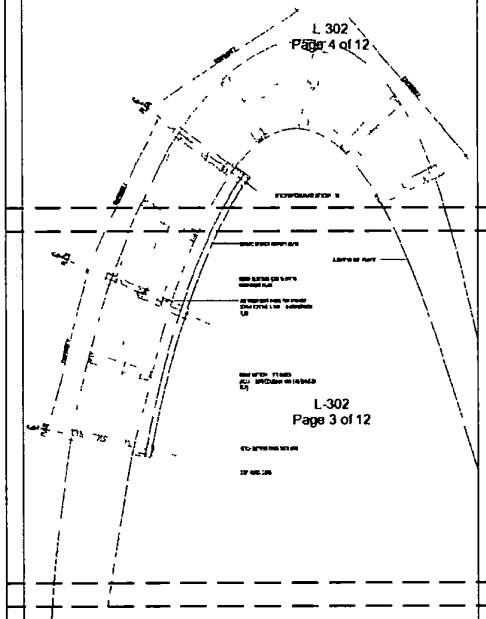
ETTINGER ENGINEERING
ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE
NEW YORK N Y 10001
TEL. 212.244 2410

CIVIL / SITE ENGINEER

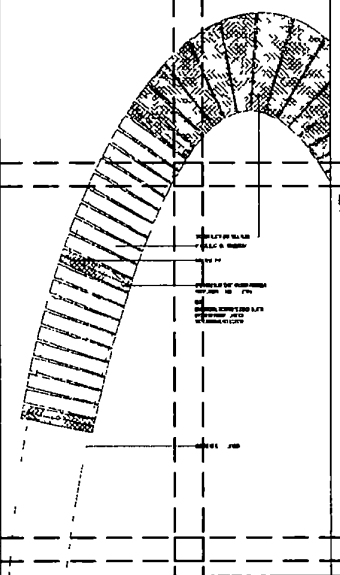
LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212 479 5400

LANDSCAPE ARCHITECT

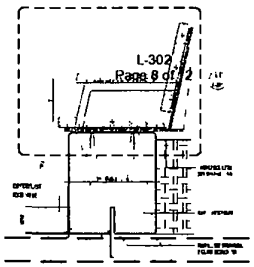
TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012



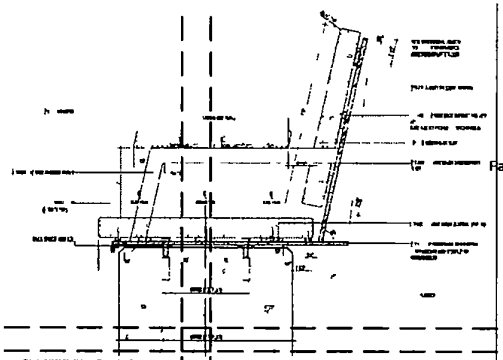
D-2 SLATTED BENCH BASE PLATES & RAILS PART PLAN



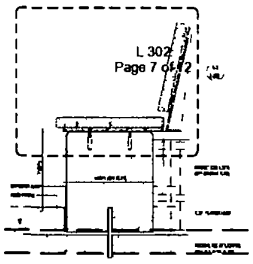
C-3 SLATTED BENCH SLAT LAYOUT & CUT PART PLAN



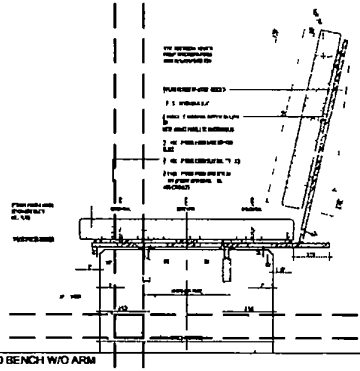
B 3 SLATTED BENCH @ CURB TYPE A W/ ARMS



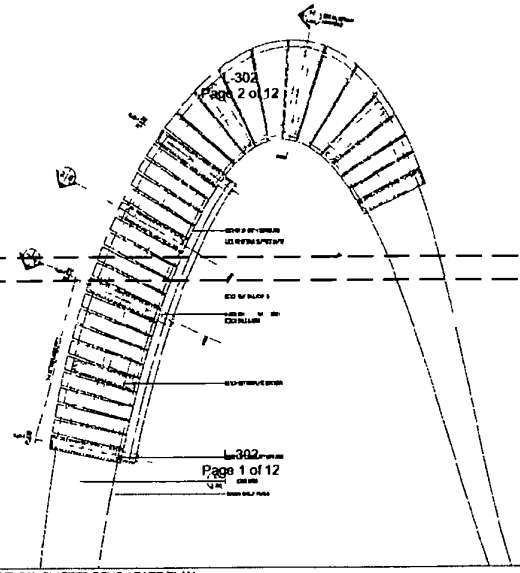
A-3 SLATTED BENCH WITH ARM



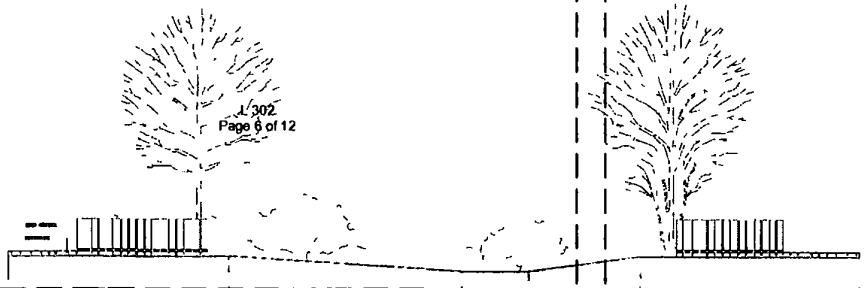
B 2 SLATTED BENCH @ CURB TYPE A W/O ARMS



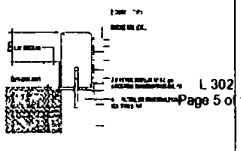
A-2 SLATTED BENCH W/O ARM



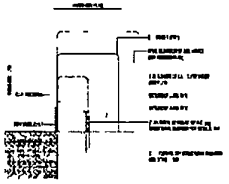
D 1 TYPICAL SLATTED BENCH PART PLAN



C-2 ELEVATION OF PLANTER ASSEMBLY TYPICAL



C-1 SECTION C.I.P PLANTER CURB TYPE C



B-1 SECTION C.I.P PLANTER CURB TYPE B



A 1 SECTION C.I.P PLANTER CURB TYPE A

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APPROVAL

L 302
Page 9 of 12

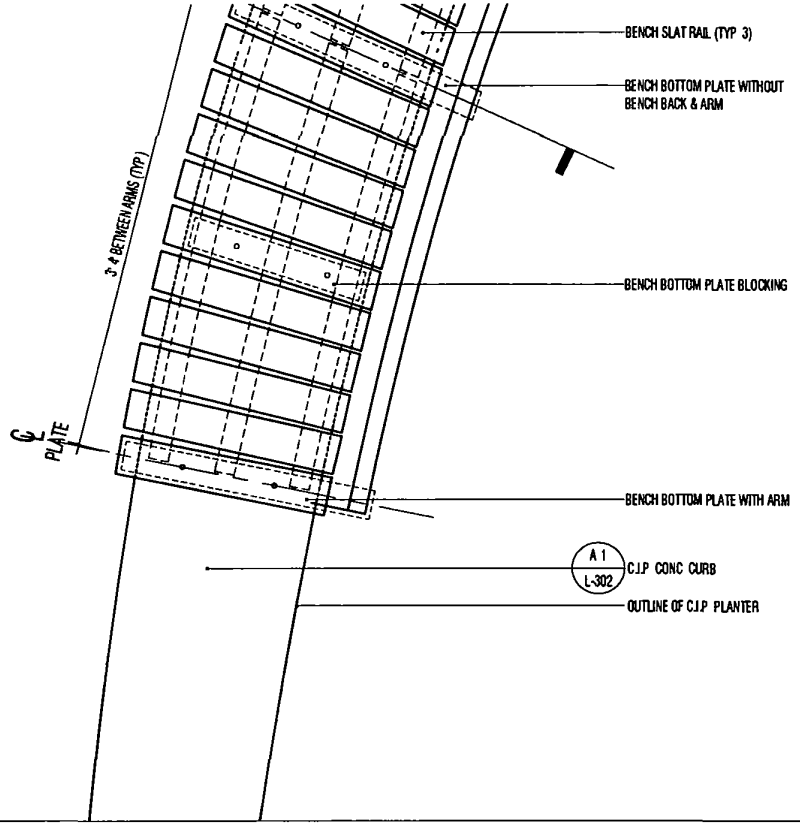
PROPOSED NEW DEVELOPMENT FOR
51 15 BEACH CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS

PEDESTRIAN PLAZA SEATING DETAILS 2

L-302

NYC DOB NUMBER



D-1 TYPICAL SLATTED BENCH PART PLAN

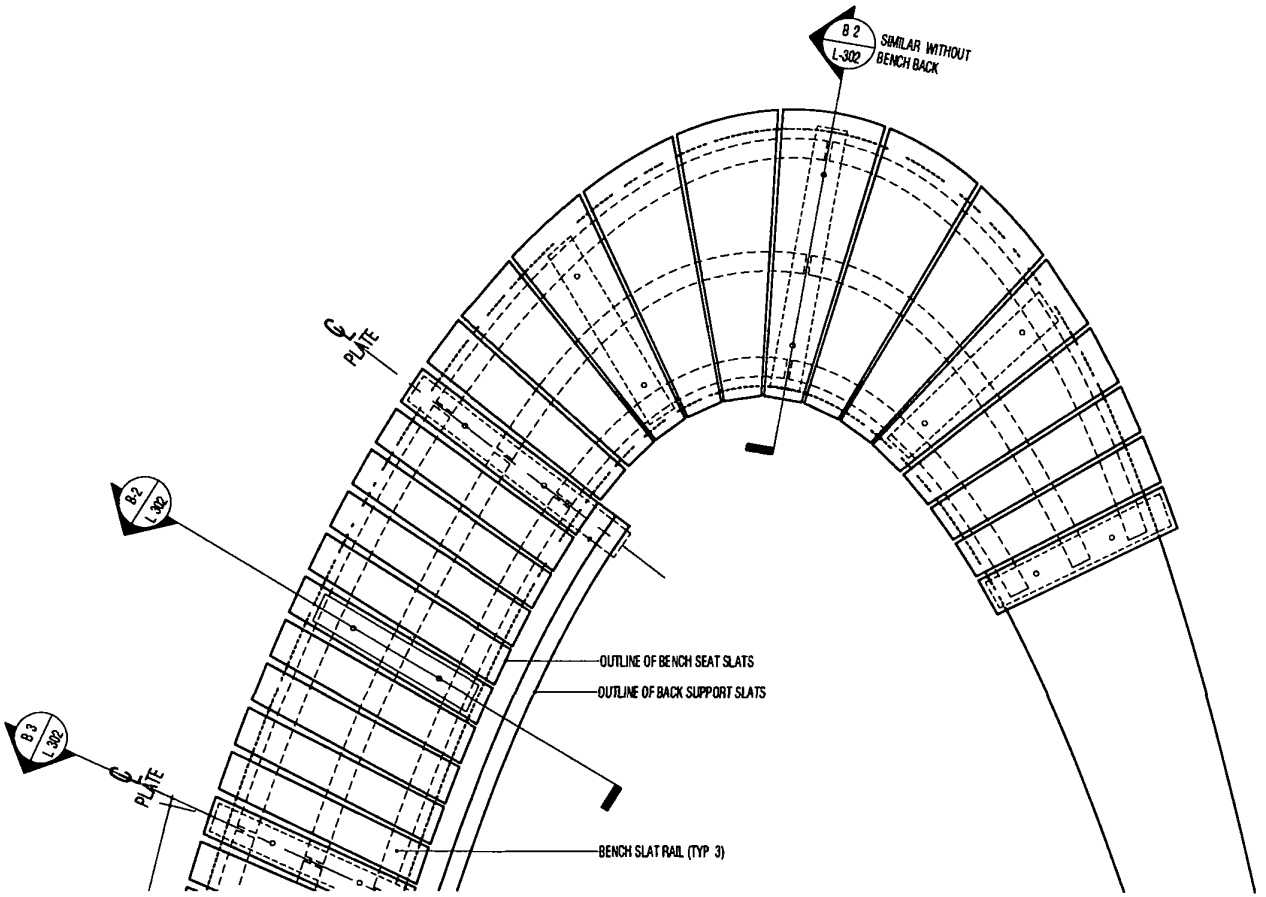
1"=1'-0"

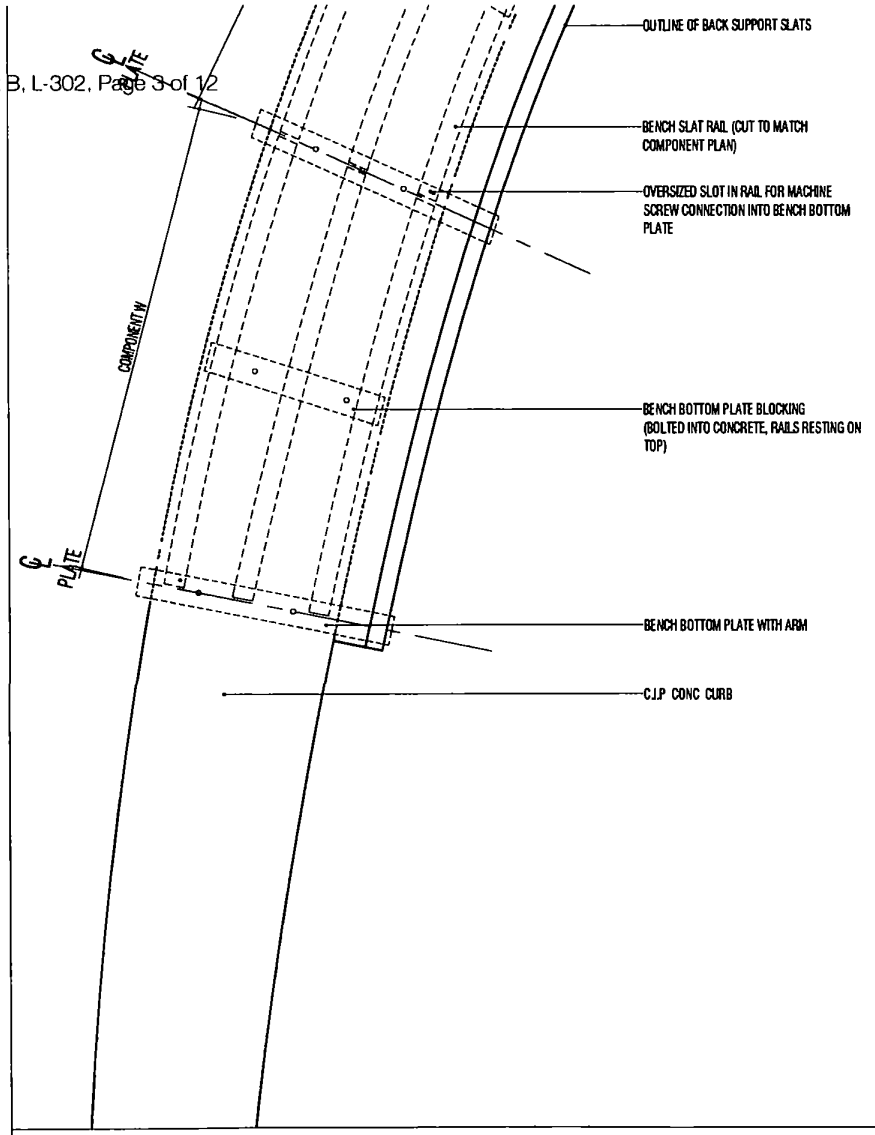
D-2 SLATTED BENCH BASE PLATES & RAILS PART PLAN

1"=1'-0"

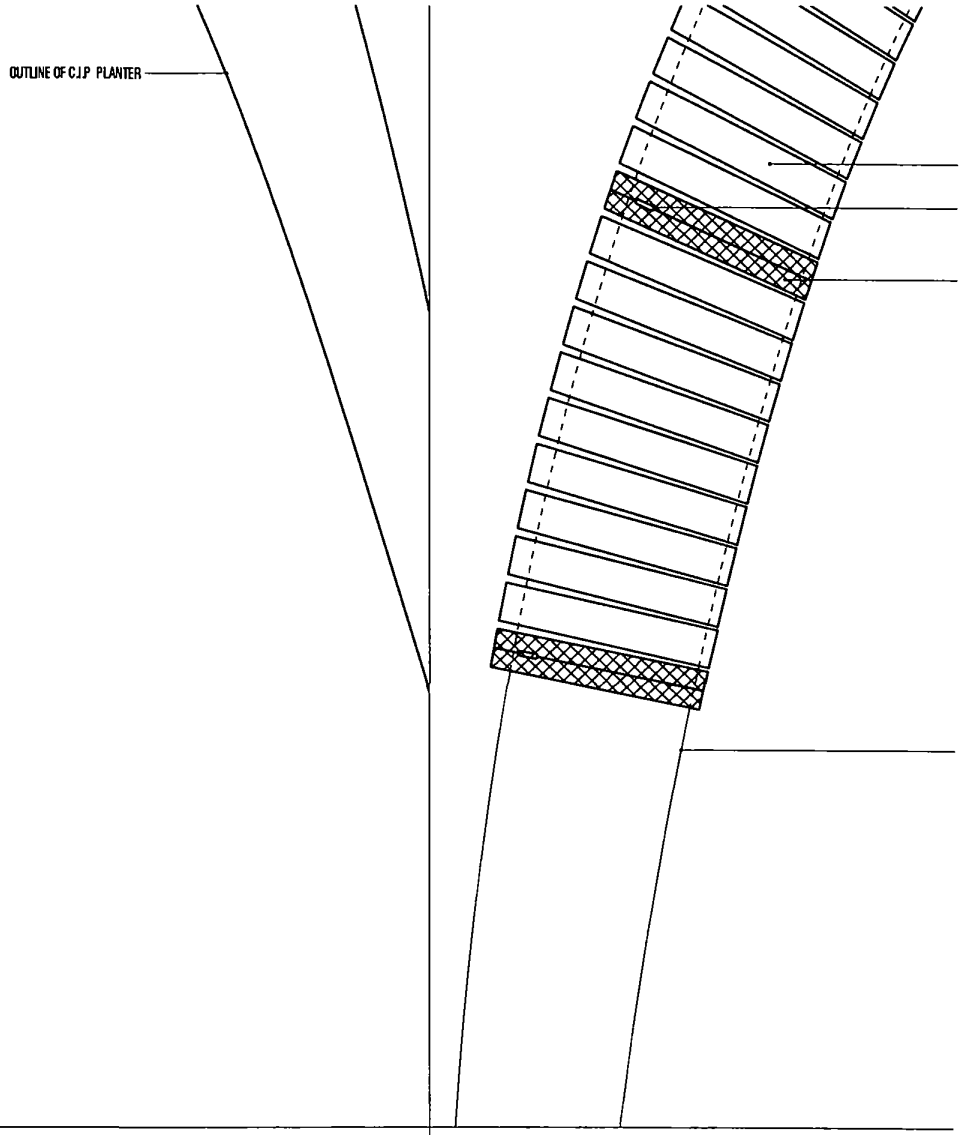
C-3 SLATTED BENCH SLAT

1"=1'-0"

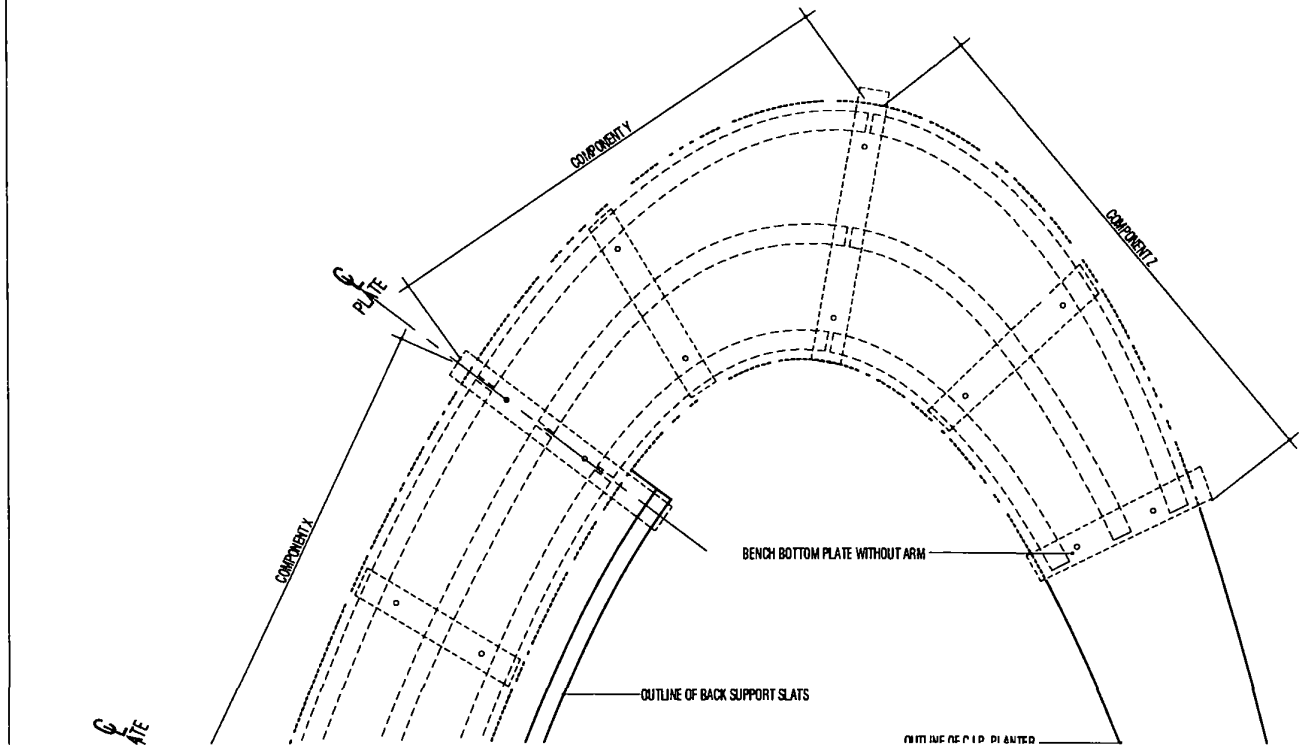


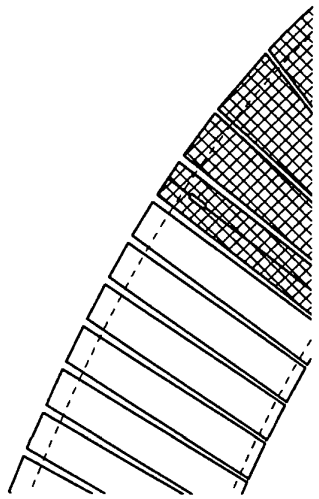


D-2 SLATTED BENCH BASE PLATES & RAILS PART PLAN



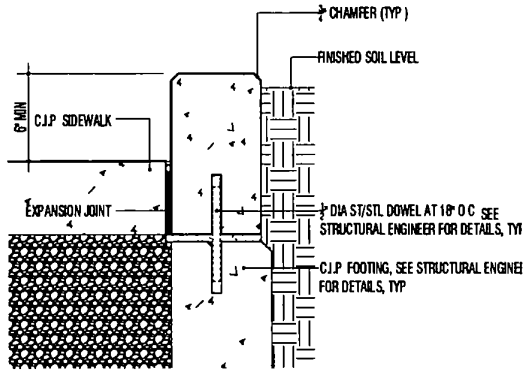
C-3 SLATTED BENCH SLAT


COMPONENT Y
COMPONENT Z
PLATE
COMPONENT X
BENCH BOTTOM PLATE WITHOUT ARM
OUTLINE OF BACK SUPPORT SLATS

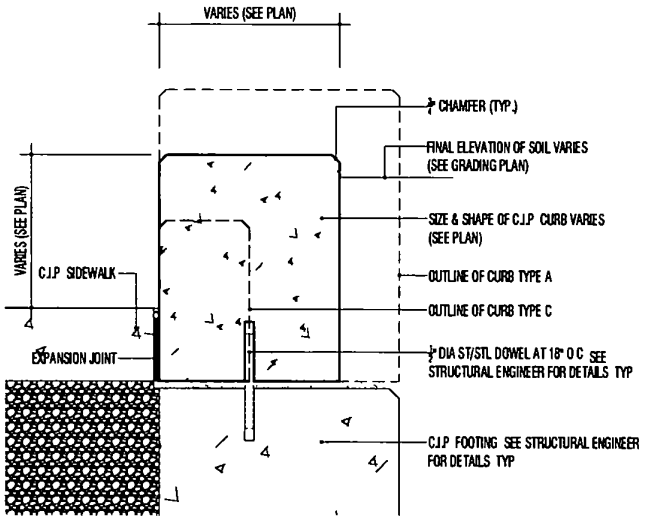


C-2 ELEVATION OF PLANTER ASSEMBLY - TYPICAL

1/2"=1'-0"



C-1 SECTION C I P PLANTER CURB
1 1/2"=1'-0" TYPE C

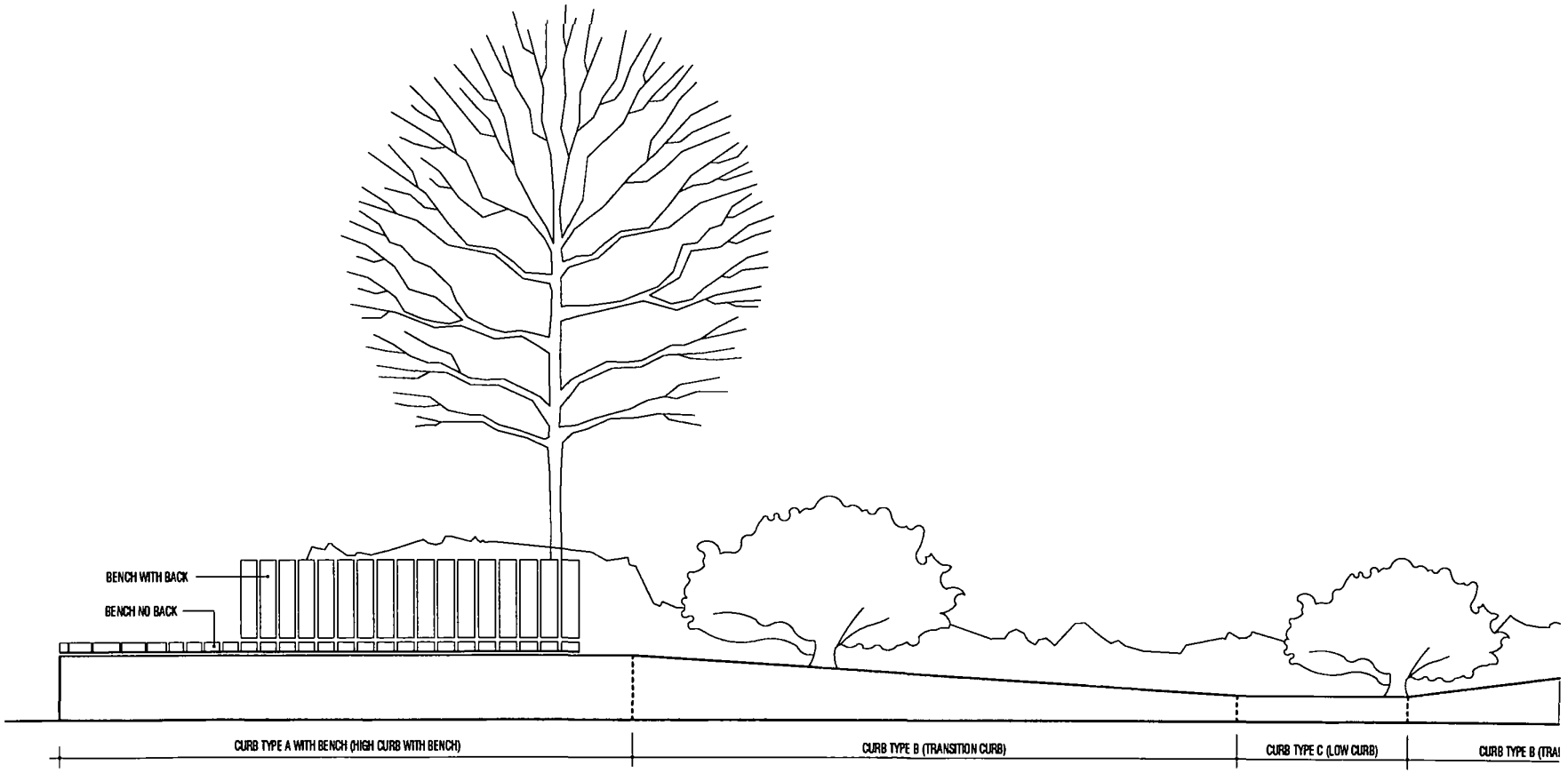


B-1 SECTION C I P PLANTER CURB
1 1/2"=1'-0" TYPE B

SLAT LAYOUT & CUT PART PLAN
Exhibit B, L-302, Page 6 of 12

B-2 SLATTED BENCH @ CURB TYPE A W/O ARMS
1 1/2"=1'-0"

A-2 SLATTED BENCH W/O ARM
3"=1'-0"



C-2 ELEVATION OF PLANTER ASSEMBLY - TYPICAL
1/2"=1'-0"

CNC CUT SLATS (SEE FULL PLAN)

4" WIDE SLAT, CUT TO LENGTH

ARM REST TYP

SPLIT CNC SLAT TO FIT AROUND ARMREST FRAME, INSTALLED ON SITE (TYP)

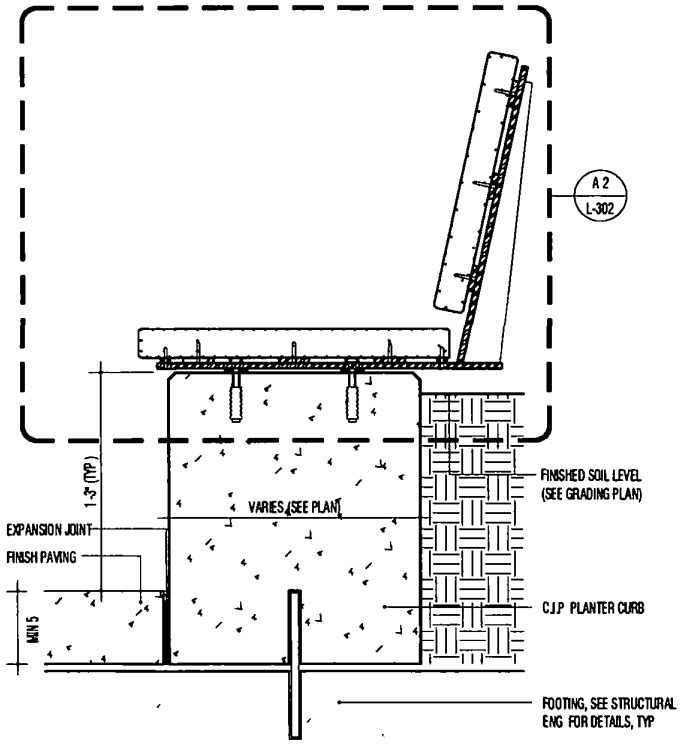
NOTE
DIMENSIONAL COMPOSITE BENCH SLATS
EVOLVE BY RENEW PLASTICS
WWW.RENEWPLASTICS.COM

OUTLINE OF C.I.P PLANTER

SLAT LAYOUT & CUT PART PLAN

B-3 SLATTED BENCH @ CURB TYPE A W/ ARMS

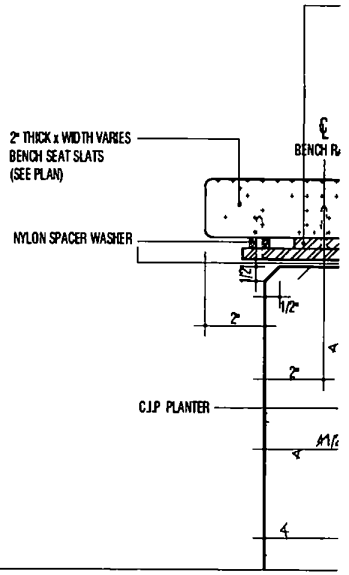
1 1/2"=1'-0"



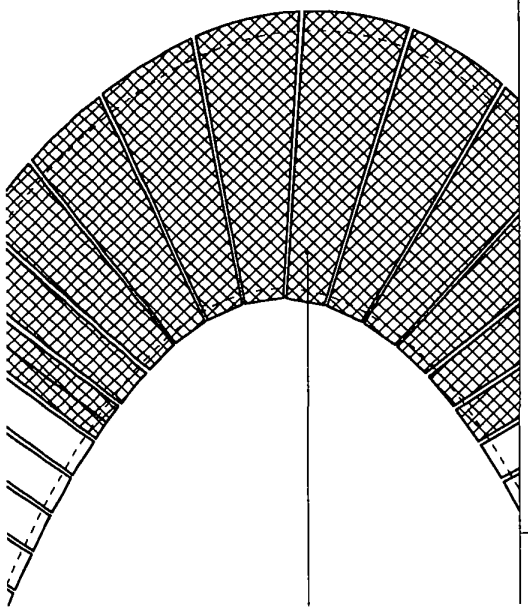
B-2 SLATTED BENCH @ CURB TYPE A

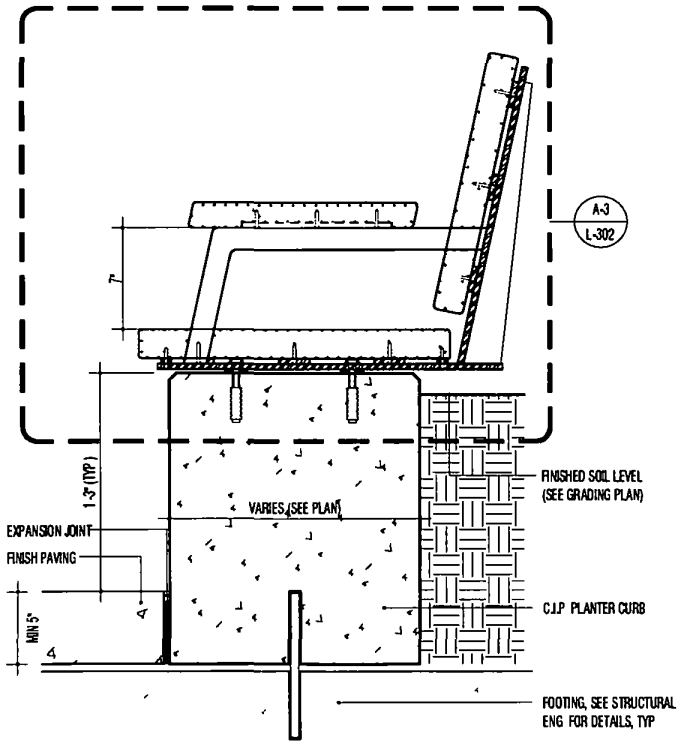
A-3 SLATTED BENCH WITH ARM

3"=1'-0"

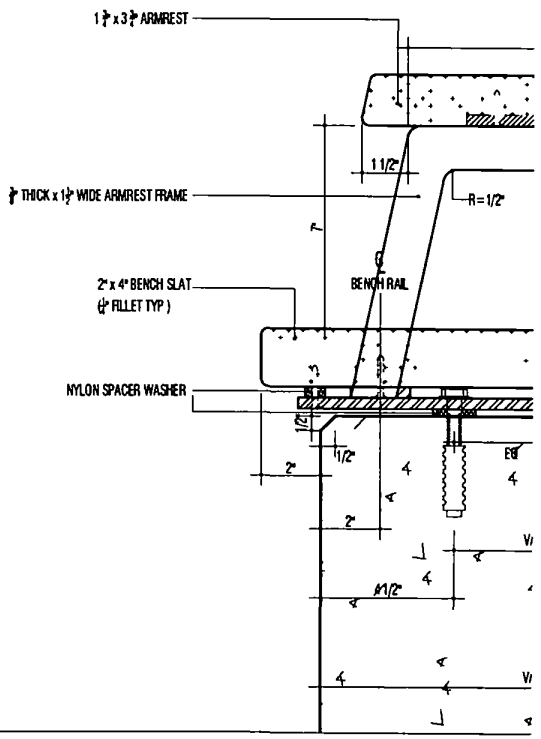


A-2 SLATTED BENCH W/O ARM

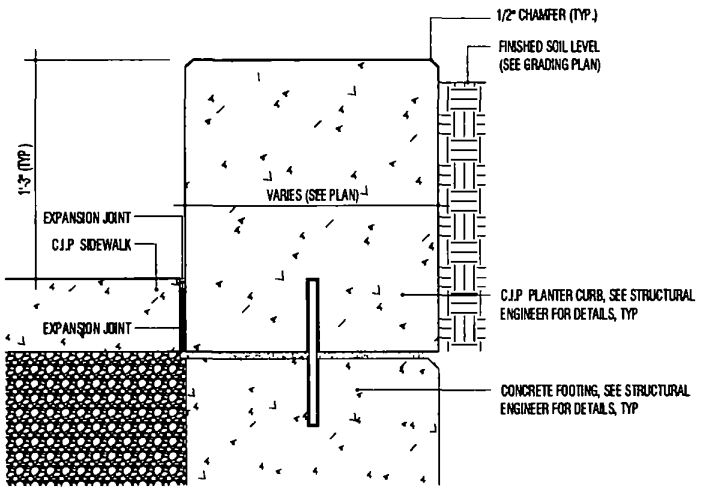




B-3 SLATTED BENCH @ CURB TYPE A W/ ARMS
1 1/2"=1'-0"



A-3 SLATTED BENCH WITH ARM
3"=1'-0"



A-1 SECTION C I P PLANTER CURB
1 1/2"=1'-0" TYPE A

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05-06-19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA
SEATING DETAILS 2

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SEAL & SIGNATURE

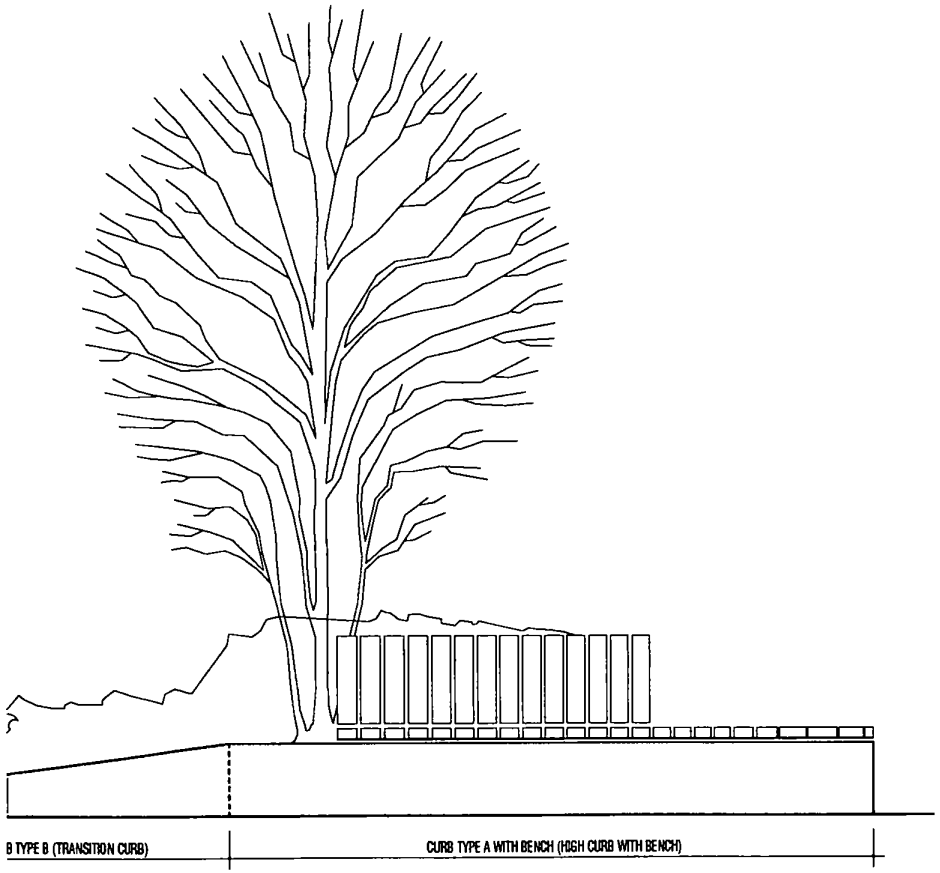
REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
LIC No 001789
STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	6 OF 14

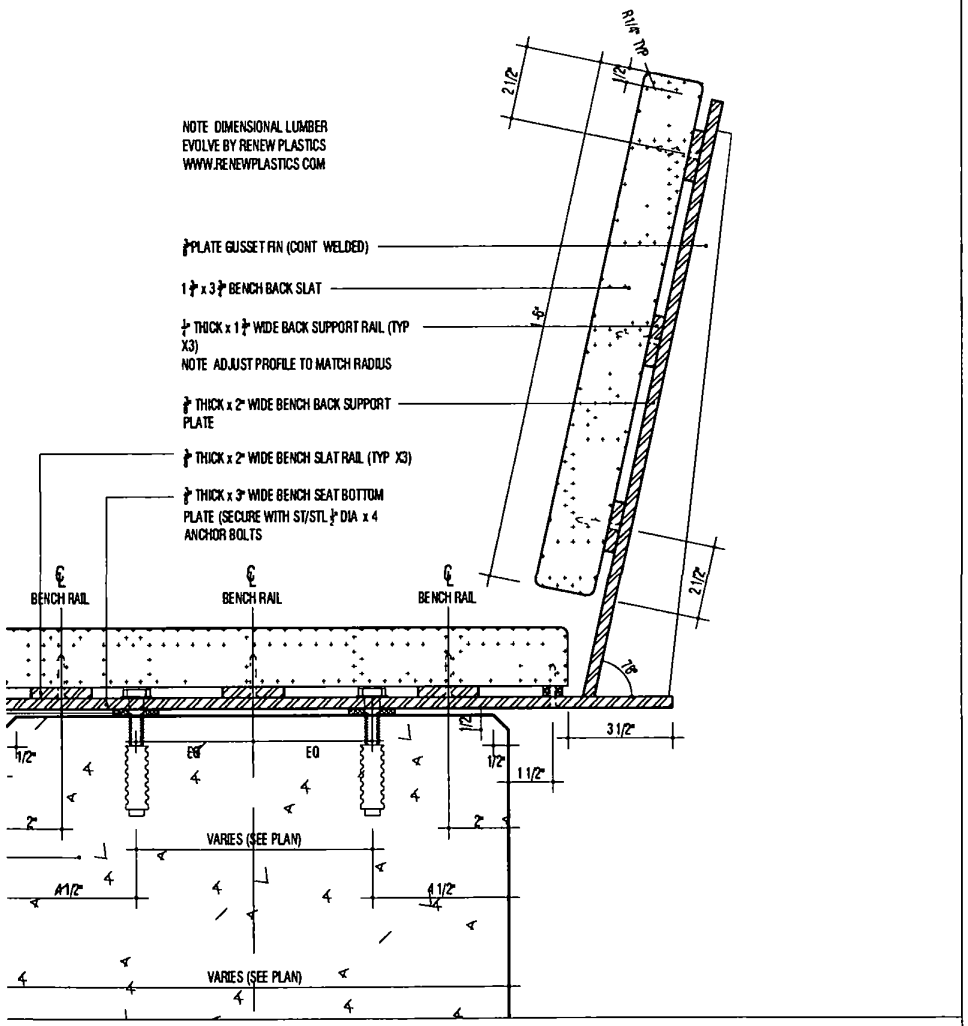
DRAWING NO

L-302

NYC DOB NUMBER



05 06 19	REVISED ULURP FILING SET

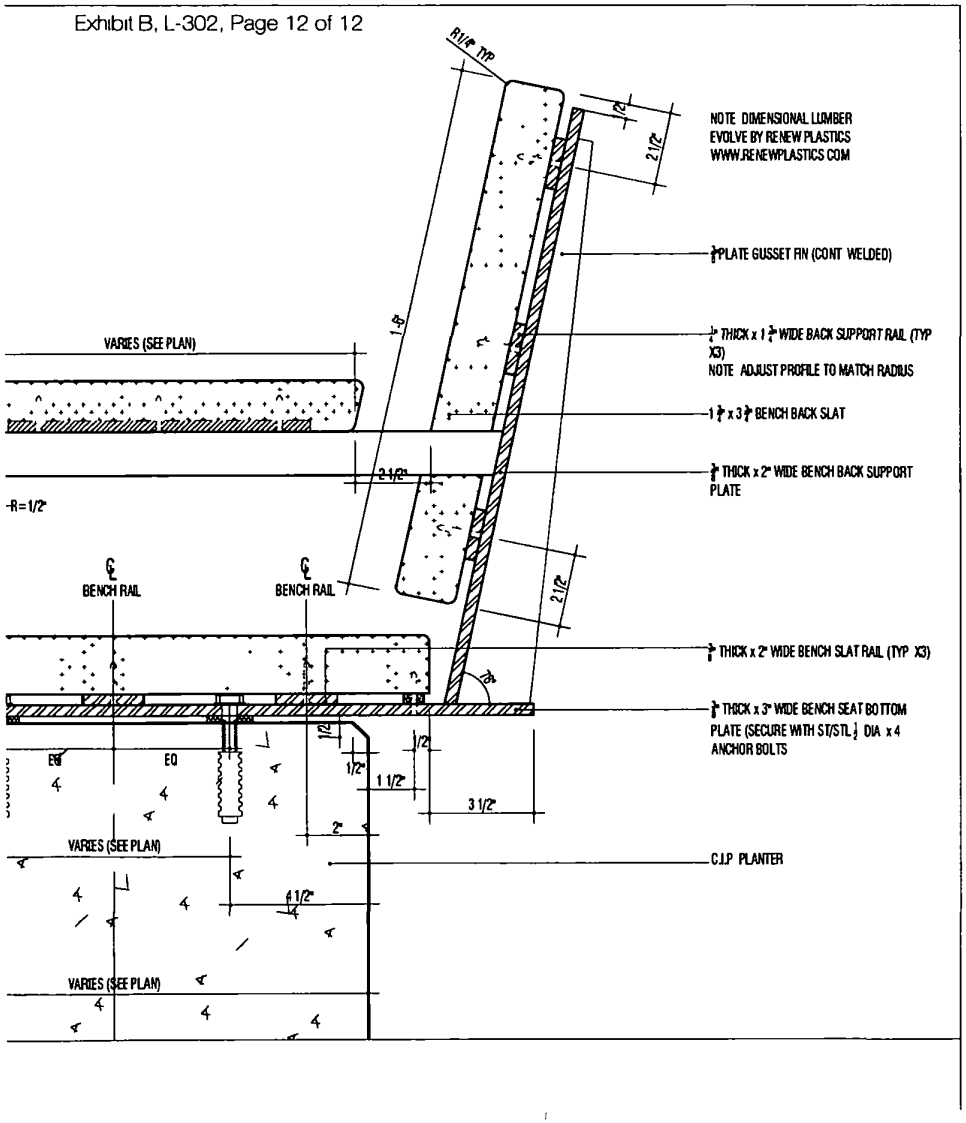


AUFA

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525-5669



PROPOSED NEW
DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
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ROSLYN, NY 11576

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74 LAFAYETTE AVENUE
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TEL 845 357 4411

MEP ENGINEER

ETTINGER ENGINEERING
ASSOCIATES
CONSULTING ENGINEERS
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TEL 212.244 2410

CIVIL / SITE ENGINEER

LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212.479 5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012

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L-303
Page 6 of 12

L 303
Page 10 of 12

L 303
Page 1 of 12

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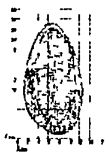
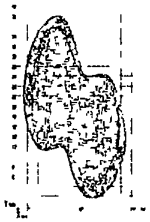
Page 5 of 12

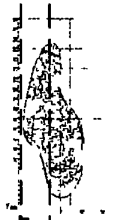
L 303
Page 9 of 12



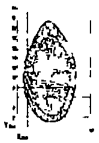
A-4 PLANTER D



A-3 PLANTER C



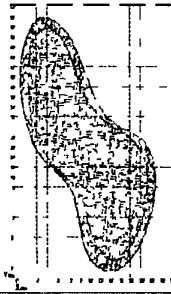
B 2 PLANTER F



A-2 PLANTER B



B 1 PLANTER E



A-1 PLANTER A

PROPOSED NEW
DEVELOPMENT FOR
51 15 BEACH
CHANNEL DRIVE
QUEENS, NY 11691

AUFGANG ARCHITECTS

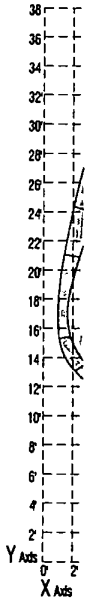
PEDESTRIAN PLAZA
SEATING PART PLANS

L 303



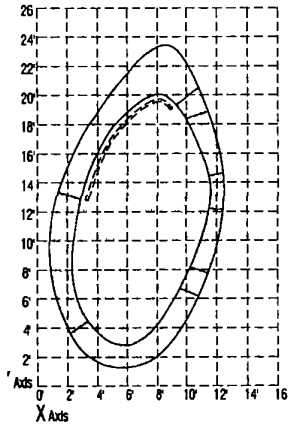
B-1

1/8"=1'-0"

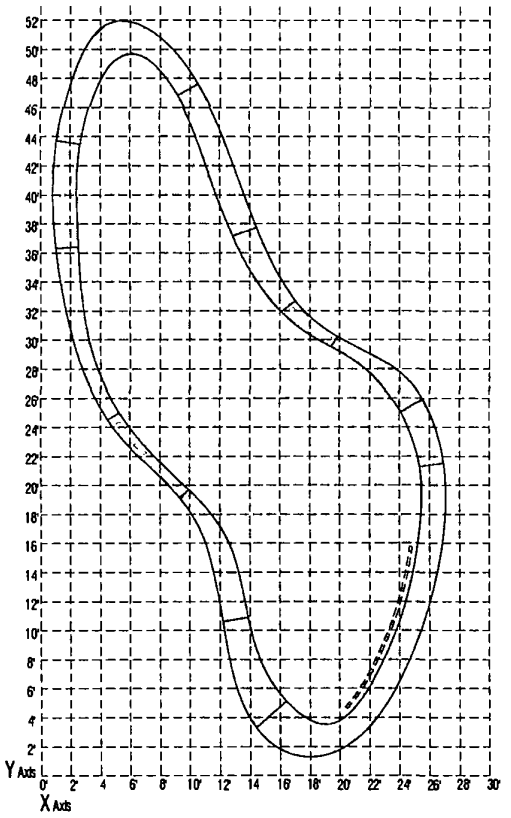


B-2

1/8"=1'-0"



PLANTER E



A-1 PLANTER A

1/8"=1'-0"

B 2/B-3 / L 302 — DIMENSIONAL COMPOSITE SEAT ELEVATION 16"

A 1 / L 302 — C.I.P. CONCRETE HIGH CURB ELEVATION 15"

B 1 / L 302 — C.I.P. CONCRETE TRANSITION CURB ELEVATION VARIES

C 1 / L 302 — C.I.P. CONCRETE LOW CURB ELEVATION 6"

PLANTER NOTES
1 SOIL AT INSIDE EDGE OF CURB TO BE 2" BELOW TOP OF CURB
2 PLANTERS TO BE IRRIGATED

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05 06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA SEATING PART PLANS

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SEAL & SIGNATURE

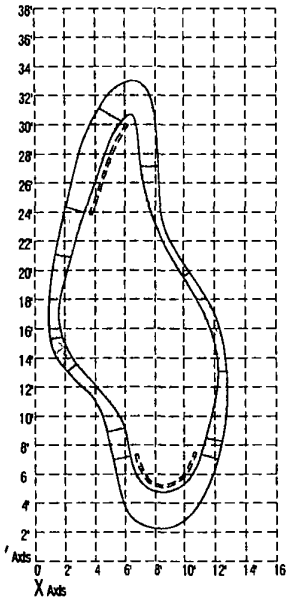
REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
LIC No 001789
STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	7 OF 14

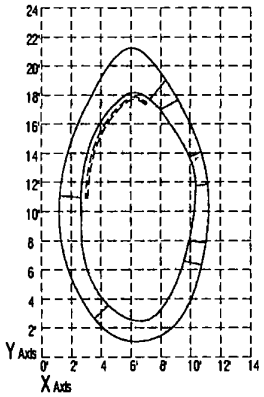
DRAWING NO

L-303

NYC DOB NUMBER

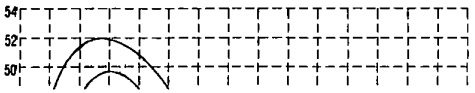


PLANTER F



A-2 PLANTER B

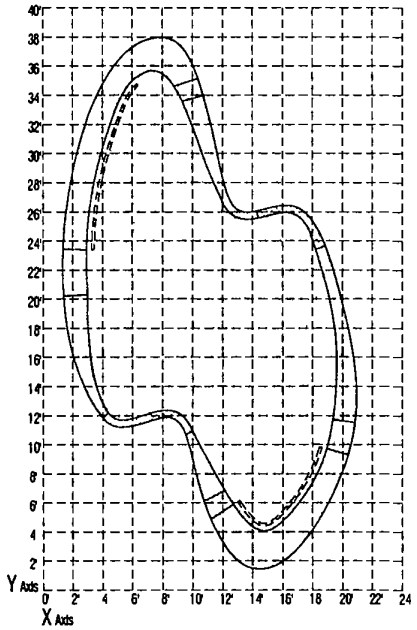
1/8"=1'-0"



LEGEND

B 2 / B-3 / L 302 DIMENSIONAL COMPOSITE SEAT ELEVATION 18"

05 06 19	REVISED ULURP FILING SET



A-3 PLANTER C

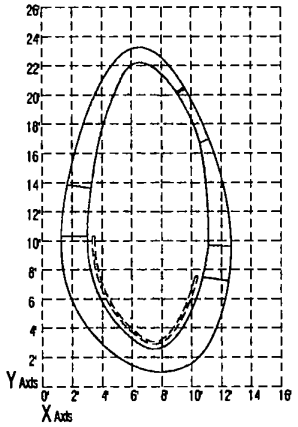
1/8"=1'-0"

AUF A

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525-5669



A-4 PLANTER D

1/8"=1'-0"

PROPOSED NEW DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG.COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

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2ND FLOOR
ROSLYN, NY 11576

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MEP ENGINEER

ETTINGER ENGINEERING ASSOCIATES
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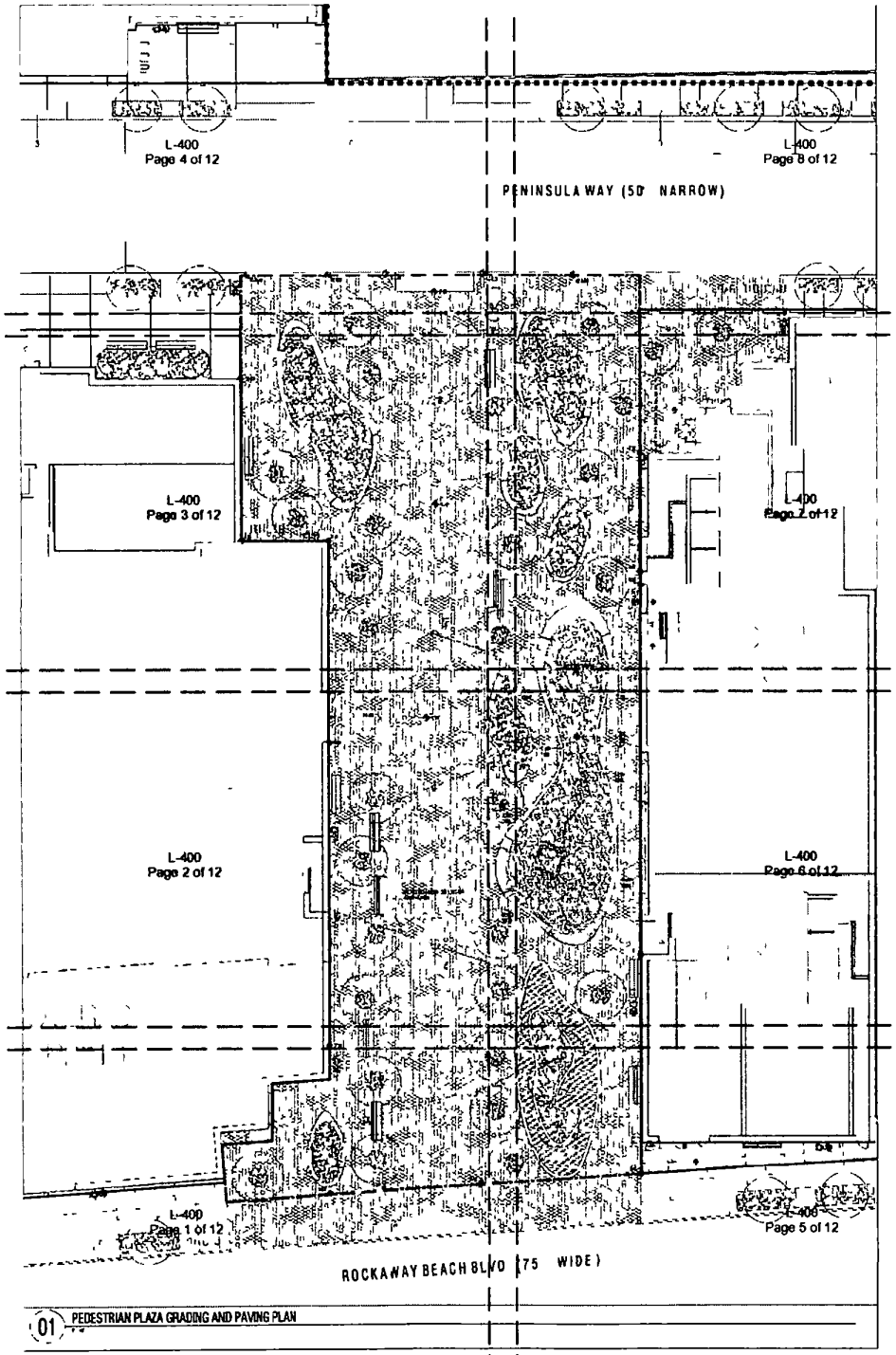
CIVIL / SITE ENGINEER

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212 479 5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012



01 PEDESTRIAN PLAZA GRADING AND PAVING PLAN

LEGEND

L-400
Page 12 of 12

L-400
Page 11 of 12

L-400
Page 10 of 12

SCALE & NORTH ARROW

APPROVAL

L-400
Page 9 of 12

PROPOSED NEW DEVELOPMENT FOR:
51-15 BEACH CHANNEL DRIVE
QUEENS, NY 11691

ARCHITECT

DEVELOPER

STRUCTURAL ENGINEER

MEP ENGINEER

LANDSCAPE ARCHITECT

CIVIL ENGINEER

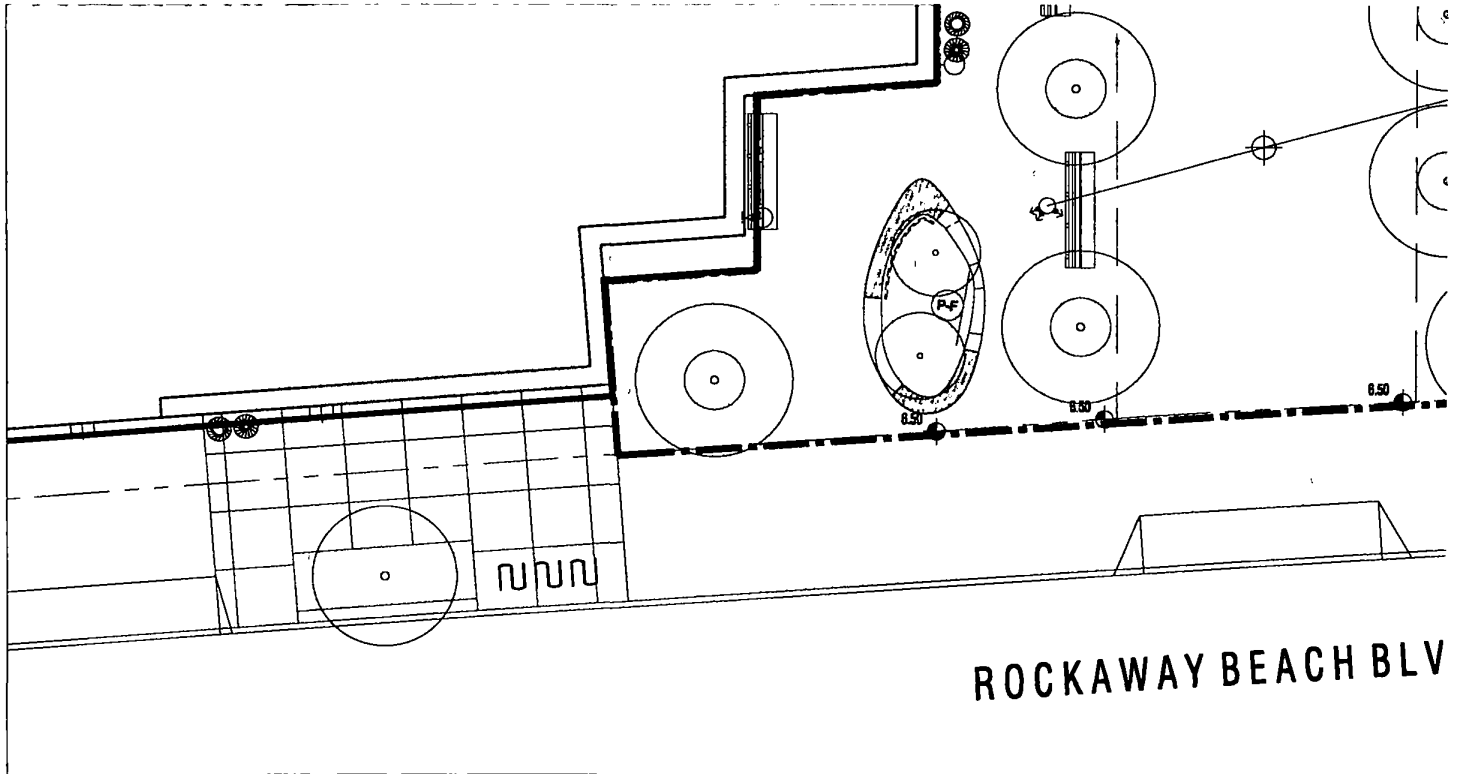
LAND SURVEYOR

AUFGANG ARCHITECTS

PEDESTRIAN PLAZA GRADING AND PAVING PLAN

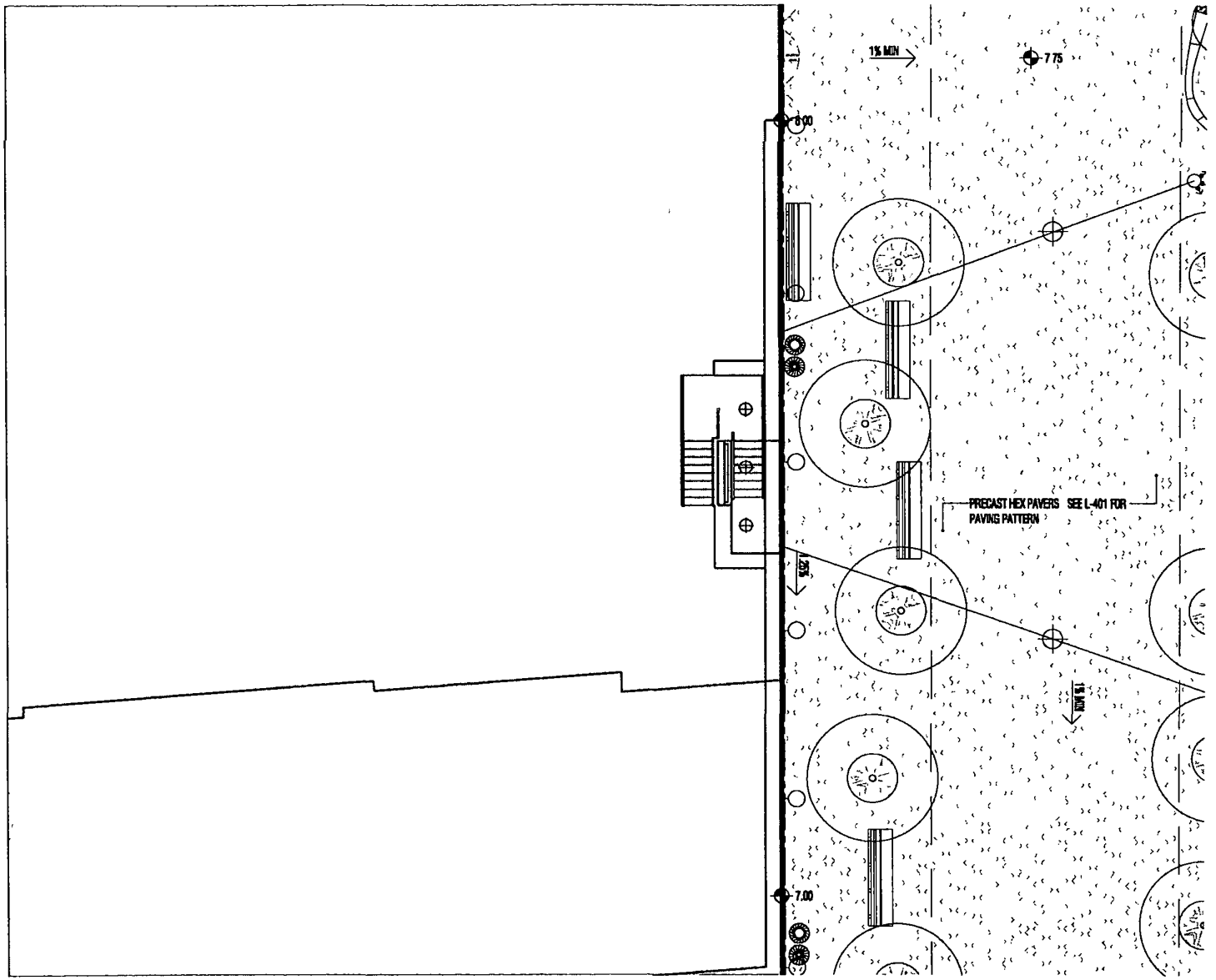
L-400

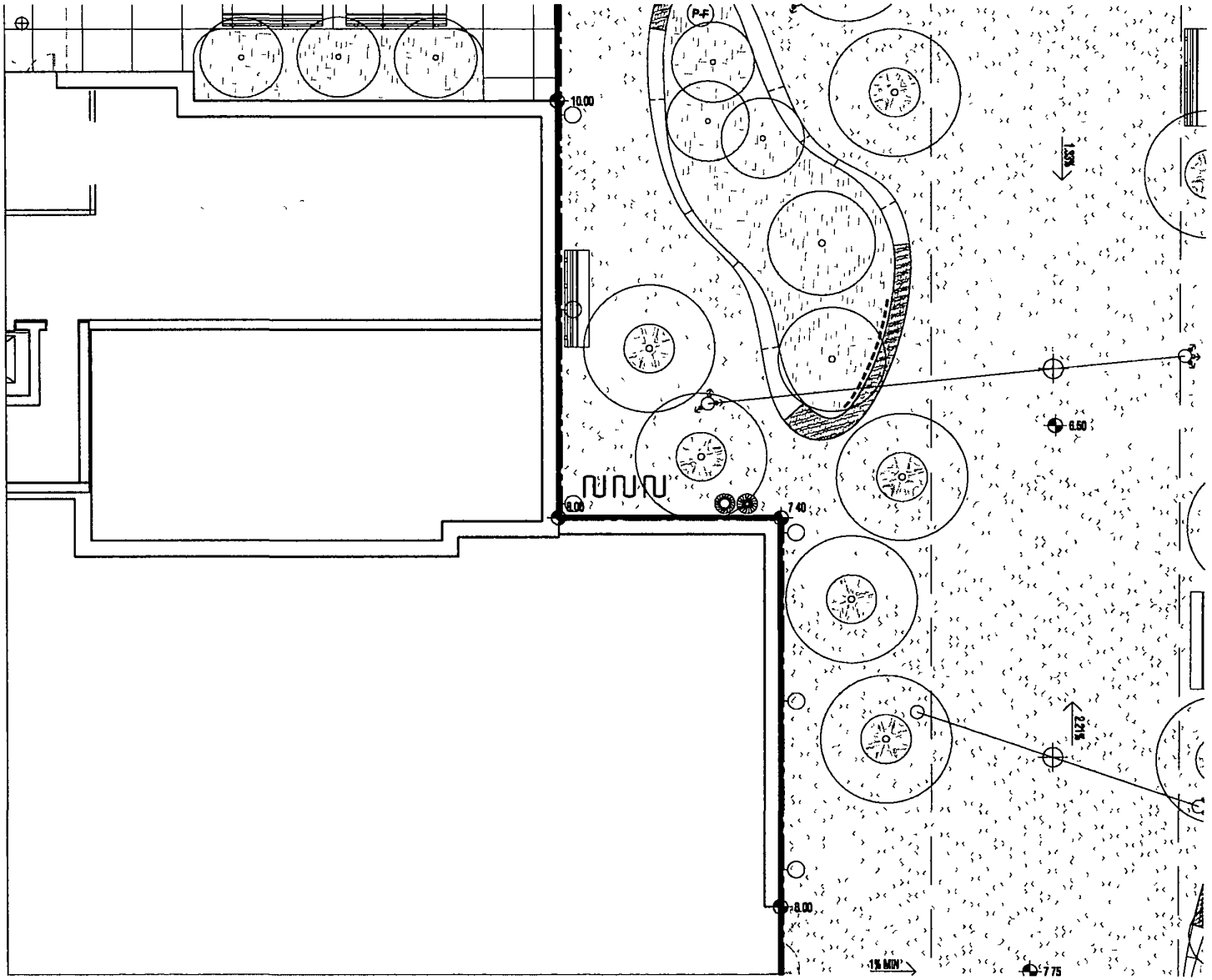
NYC BCP M.MASTR

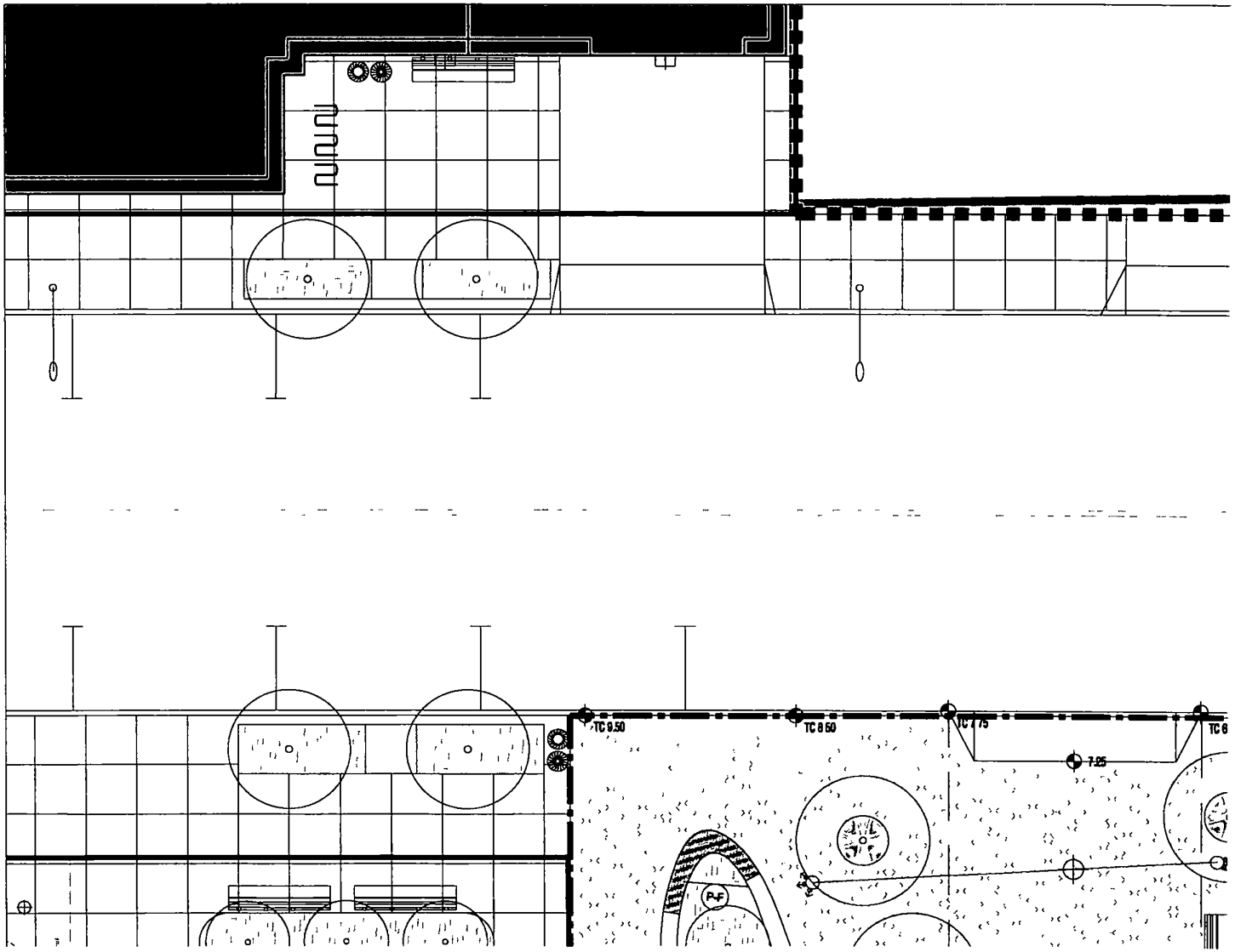


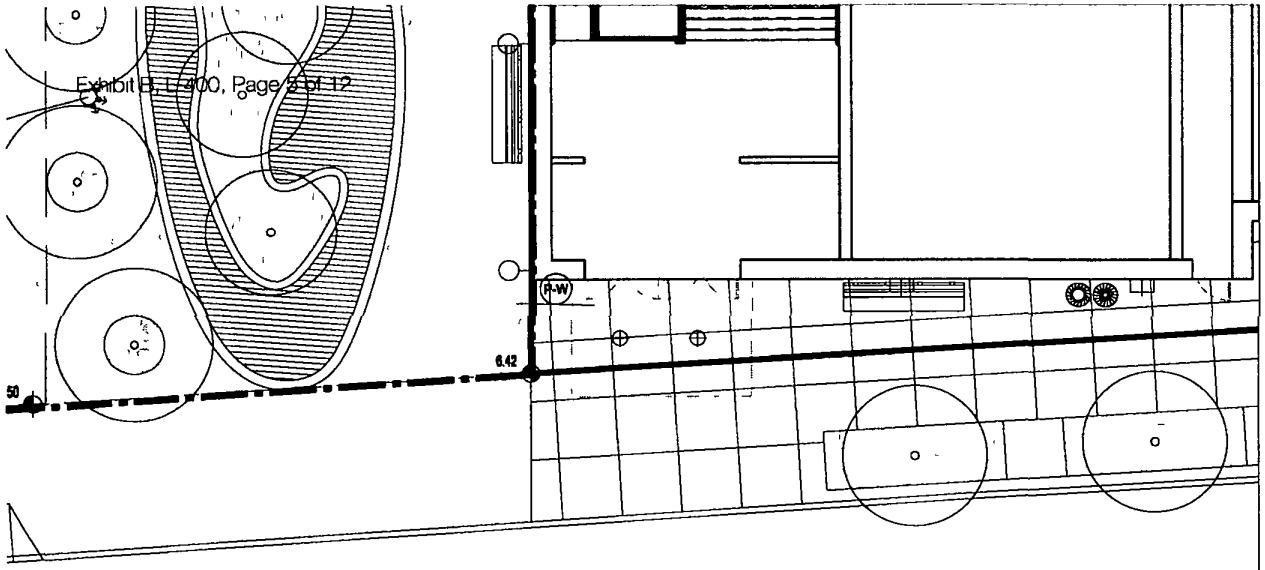
01 PEDESTRIAN PLAZA GRADING AND PAVING PLAN

1"=10'

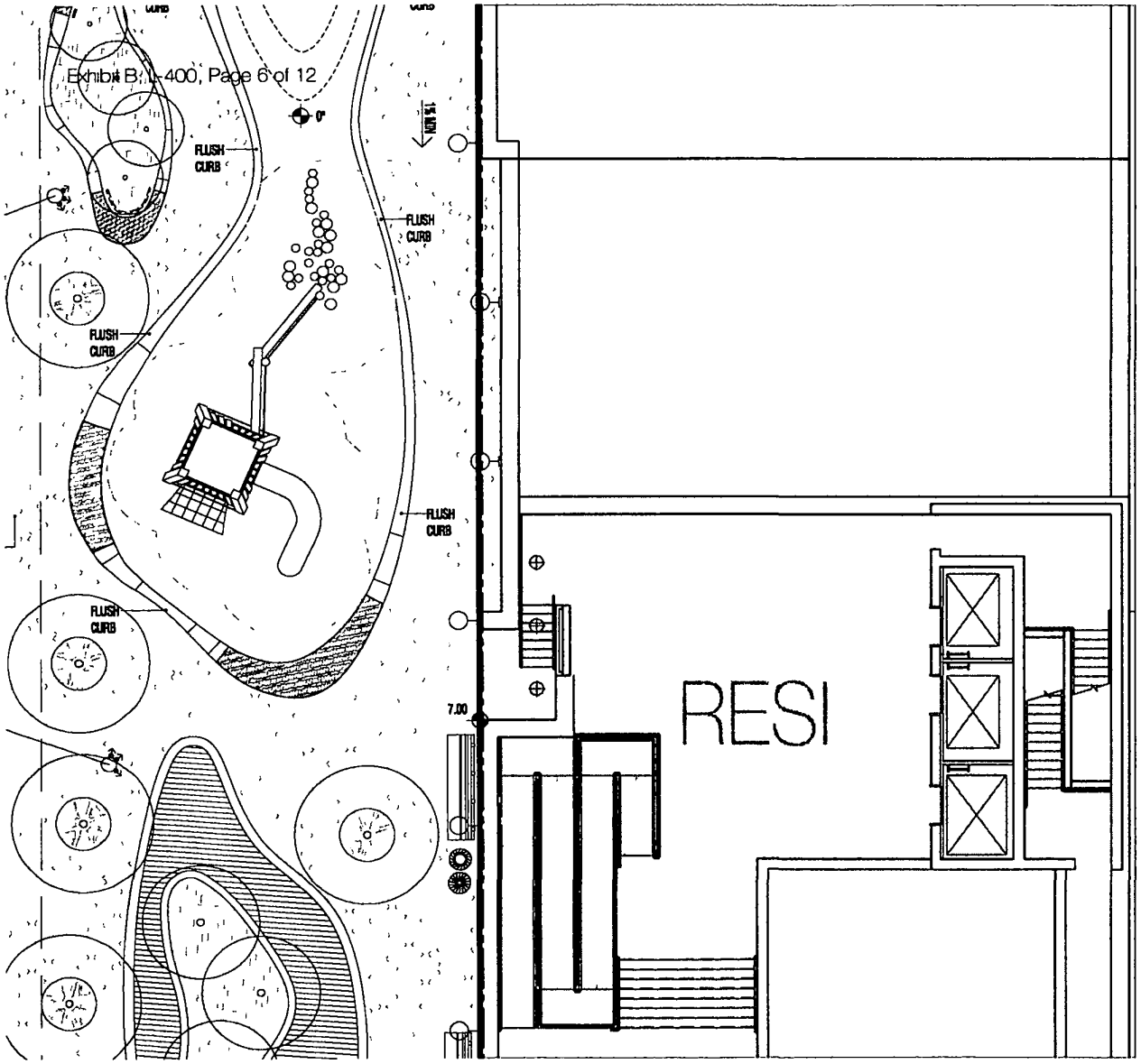

1% MIN
7.75
6.00
PRECAST HEX PAVERS SEE L-401 FOR PAVING PATTERN
1% MIN
7.00

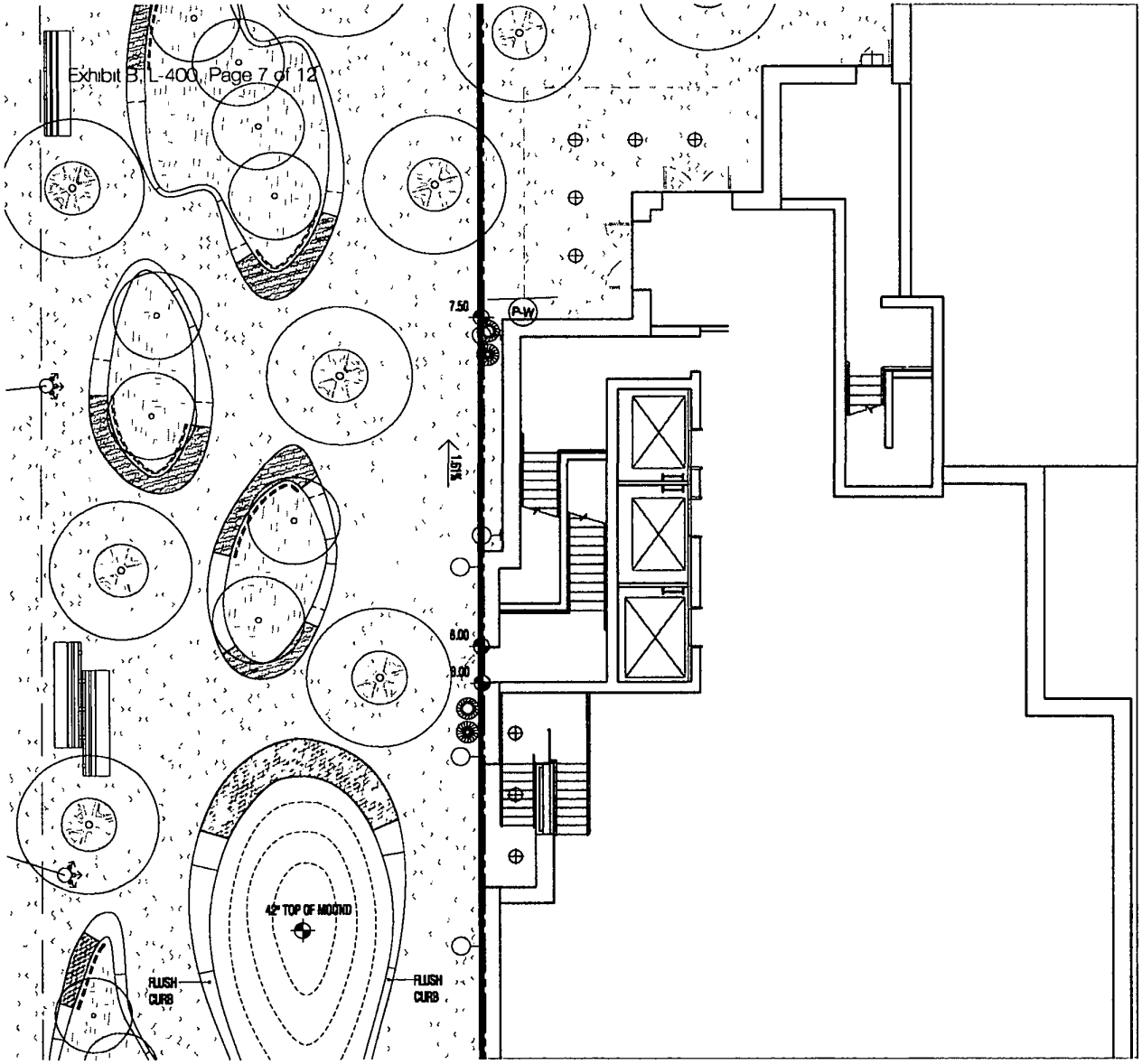

10.00
9.00
7.40
8.00
6.50
7.75
1.5%
2.1%
1% MIN.

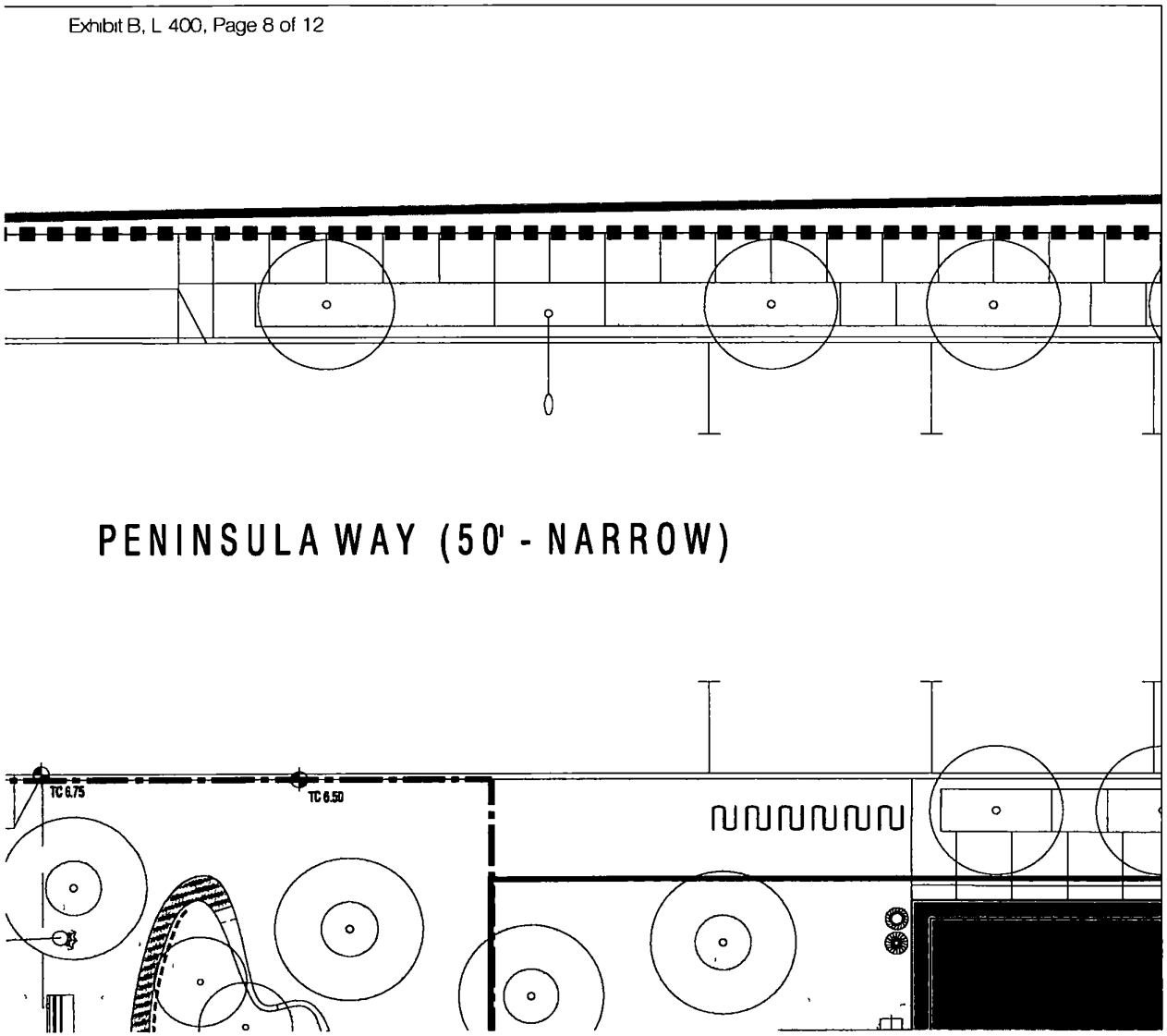

TC 9.50
TC 8.50
TC 7.75
TC 8
7.25
P-F

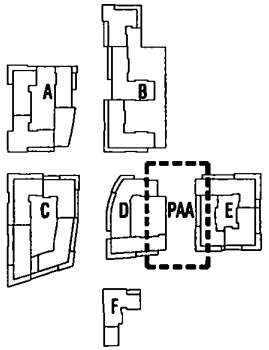


BLVD (75' - WIDE)


FLUSH CURB
FLUSH CURB
FLUSH CURB
FLUSH CURB
FLUSH CURB
7.00
RESI


7.50
P-W
1.5%
8.00
8.00
42" TOP OF MOUND
FLUSH CURB
FLUSH CURB


PENINSULA WAY (50' - NARROW)
TC 6.75
TC 6.50



APPROVAL

05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET
DATE	SUBMISSIONS / REVISIONS

SHEET TITLE.

PEDESTRIAN PLAZA GRADING AND PAVING PLAN

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SEAL & SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001769
STATE OF NEW YORK

ISSUE DATE:	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE.	SHEET NO
AS NOTED	8 OF 14

DRAWING NO

L-400

NYC DOB NUMBER

CANOPY TREE SEE L 200 (QTY- 29)

SMALL TREE SEE L 200 (QTY- 23)

P-F PAA SIGN FREE STANDING SEE L-600 (QTY- 2)

P-W PAA SIGN WALL MOUNTED SEE L-600 (QTY 2)

XXX.XX SPOT ELEVATION

NOTES

1 APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY

2. STREET TREE LOCATIONS SUBJECT TO DEPARTMENT OF PARKS AND RECREATION APPROVAL, INCLUDING TREES PROVIDED ALONG PRIVATE STREETS.

3 REFER TO ARCHITECTURE DRAWINGS FOR ARCHITECTURAL DETAILS.

4 ALL PUBLIC STREET IMPROVEMENTS SUBJECT TO DEPARTMENT OF TRANSPORTATION APPROVAL.

5 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY ACCESS.

6 NO OBSTRUCTIONS PERMITTED WITHIN EASEMENT AREA.

SCALE & NORTH ARROW

0' 10' 20'

N

KEY PLAN

05-06-19	REVISED ULURP FILING SET


CATENARY LED DOWNLIGHT SEE L-500 (QTY: 6)


POLE MOUNTED ADJUSTABLE LED SEE L-500 (QTY: 9)


WALL MOUNTED LED LANTERN W/ SHADE AND DOWNWARD DISTRIBUTION SEE L-500 (QTY: 25)


BIKE RACK SEE L-600 (QTY: 3)

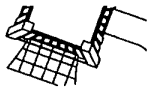

RECYCLING AND TRASH RECEPTACLES SEE L-600 (QTY: 8 SETS)


TIMBER BENCH WITH BACK SEE L-300 (QTY: 12)

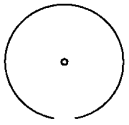

PLANTER WITH SEATING SEE L-300 (QTY: 9)


PLANTER WITH SEATING AND BACKREST SEE L-300 (QTY: 5)


18" HIGH TIMBER DECK SEE L-300 (QTY: 1)


CHILDREN'S PLAY AREA- SEE L-600 (QTY: 1 TIMBER TOWER W/ NET AND SLIDE, 1 RUBBER MOUND; 30 TIMBER STEPPERS, 2 BALANCE BEAM LOGS)


TREE GRATE SEE L-400


CANOPY TREE SEE L-200 (QTY: 29)

AUF A

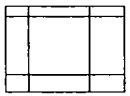
TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012
TEL. 212 537-6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC.
350 SEVENTH AVENUE,
NEW YORK, N Y 10001
TEL. 917-525-5669

LEGEND

- ZONING LOT LINE
- LARGE SCALE BOUNDARY
- PROPERTY LINE / TAX LOT LINE
- PAA BOUNDARY (21,375 SF)
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EASEMENT BOUNDARY (8,012 SF)



NYC DOT STANDARD SIDEWALK



PRECAST HEX PAVING SEE L-401



PLANTING AREA



PROPOSED BUILDING



NYC DOT STANDARD CURBCUT



CATENARY LED DOWNLIGHT SEE L-500 (QTY: 6)

PROPOSED NEW DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843, 15842, & 15857 LOT 1, 1, & 1

ARCHITECT

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74 LAFAYETTE AVENUE
SUFFERN, NY
INFO@AUFGANG COM 845.368 0004

AUFGANG ARCHITECTS

DEVELOPER

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c/o THE ARKER COMPANIES
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2ND FLOOR
ROSLYN, NY 11576

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74 LAFAYETTE AVENUE,
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MEP ENGINEER

ETTINGER ENGINEERING ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE.,
NEW YORK, N Y 10001
TEL. 212.244.2410

CIVIL / SITE ENGINEER

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK, N Y 10001
TEL. 212.479.5400

LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012

L-401
Page 4 of 12

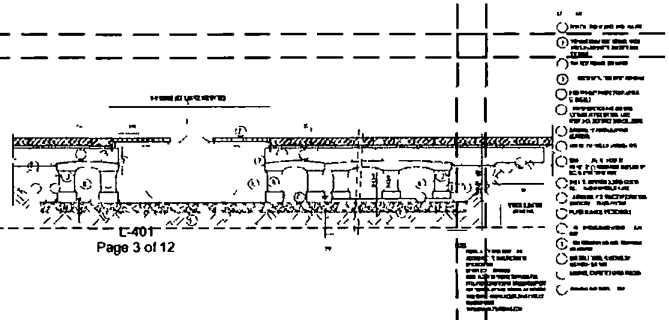
L-401
Page 8 of 12

L 401
Page 12 of 12

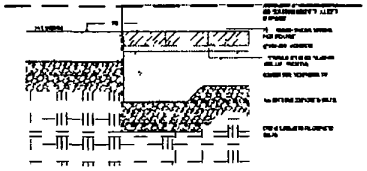
L-401
Page 3 of 12

L 401
Page 7 of 12

L 401
Page 11 of 12

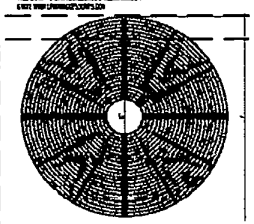


C-4 1X SOIL CELL SYSTEM @ TREE PIT AND PAVERS ON SLAB TYP



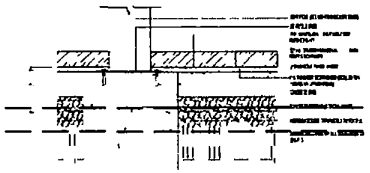
L-401
Page 2 of 12

C-3 PRECAST PAVING AT DOT SIDEWALK TYP

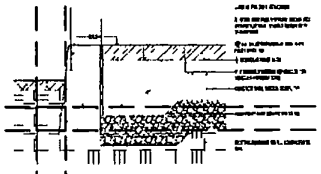


B-3 ROUND TREE GATE

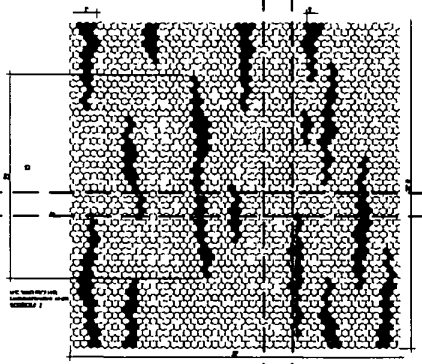
L 401
Page 6 of 12



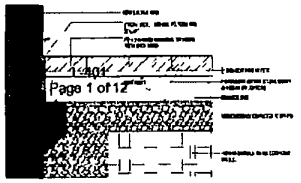
C-2 PRECVAST PAVING AT LIGHT POLE TYP



B-2 PRECAST PAVING AT DOT CURB TYP

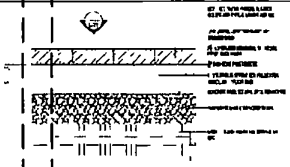


L 401
Page 10 of 12



L-401
Page 1 of 12

C 1 PRECAST PAVING AT FACE OF BUILDING TYP



B 1 PRECAST PAVING TYP

L 401
Page 5 of 12

A-1 TYPICAL PAVING PATTERN PLAN

APPROVAL

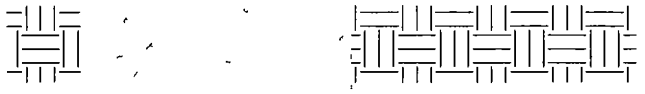
L 401
Page 9 of 12

PROPOSED NEW
DEVELOPMENT FOR
51 15 BEACH
CHANNEL DRIVE
QUEENS, NY 11691

AUFGANG ARCHITECTS

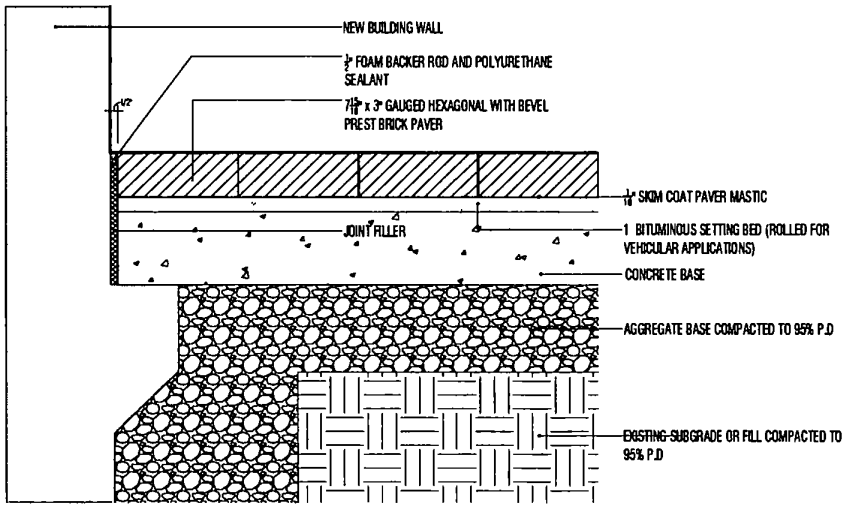
PEDESTRIAN PLAZA
GRADING AND PAVING
DETAILS

L-401



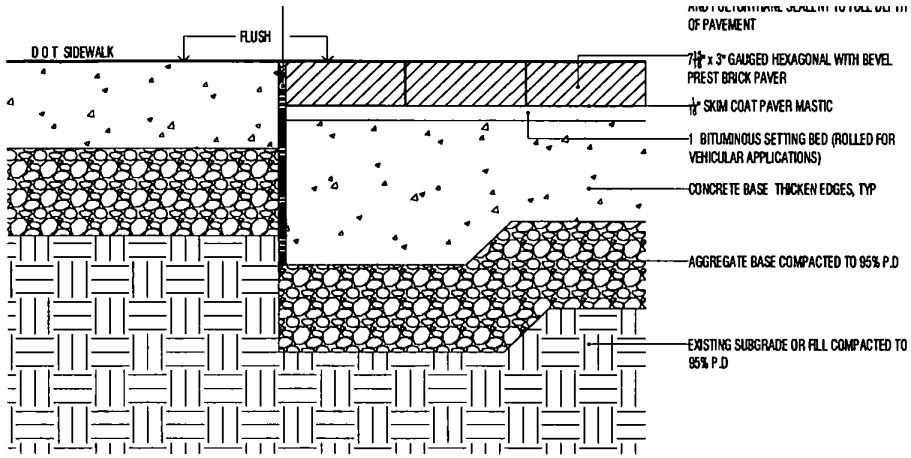
C-2 PRECVAST PAVING AT LIGHT POLE, TYP
1 1/2"=1'-0"

B-2
1 1/2"=1'-0"



C-1 PRECAST PAVING AT FACE OF BUILDING, TYP
1 1/2"=1'-0"

B-1
1 1/2"=1'-0"

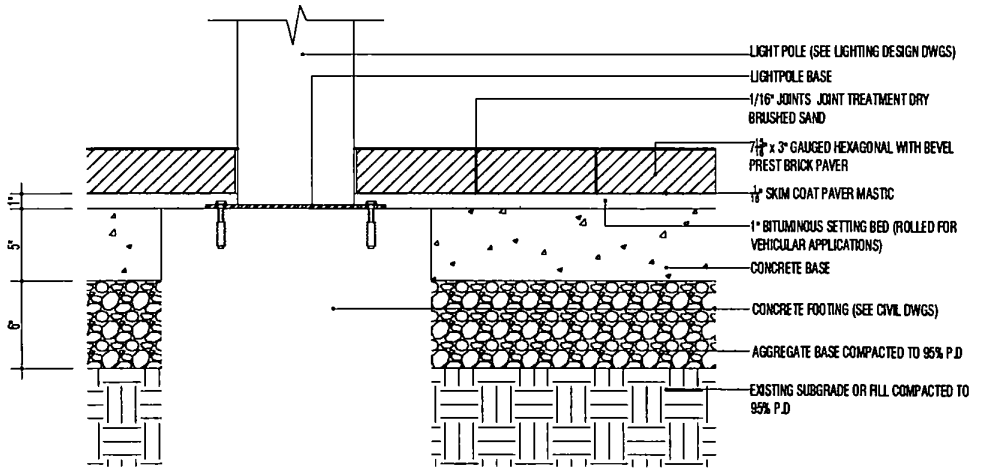


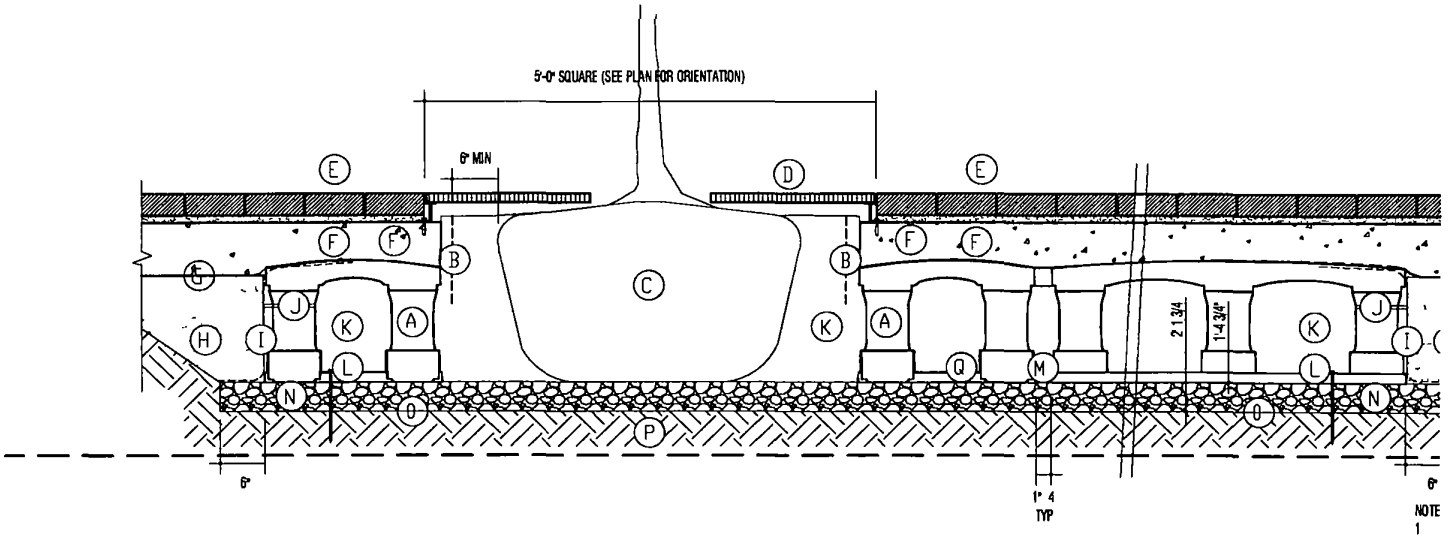
C-3 PRECAST PAVING AT D O T SIDEWALK, TYP

1 1/2"=1'-0"

B-3

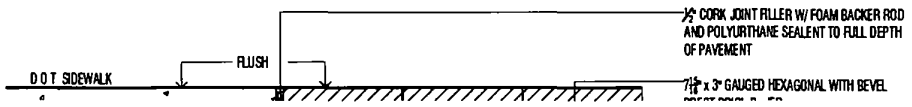
1"=1'-0"

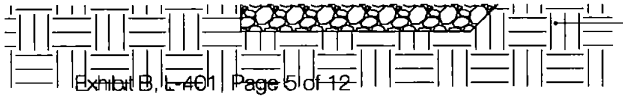




C-4 1X SOIL CELL SYSTEM @ TREE PIT AND PAVERS ON SLAB, TYP

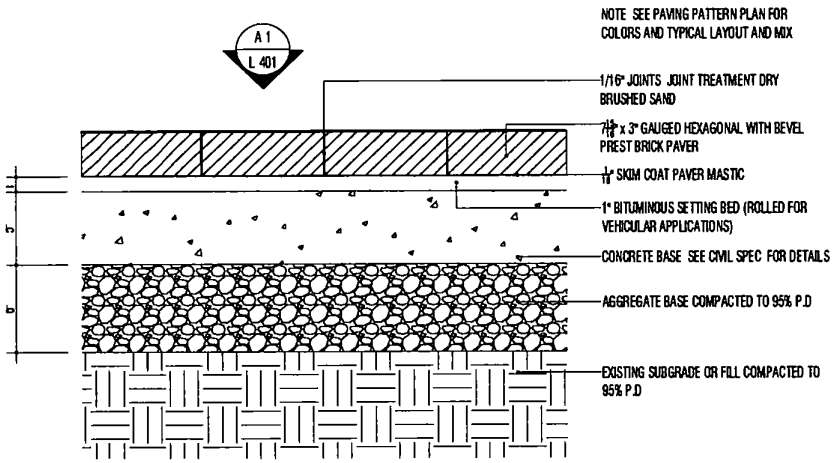
3/4"=1'-0"





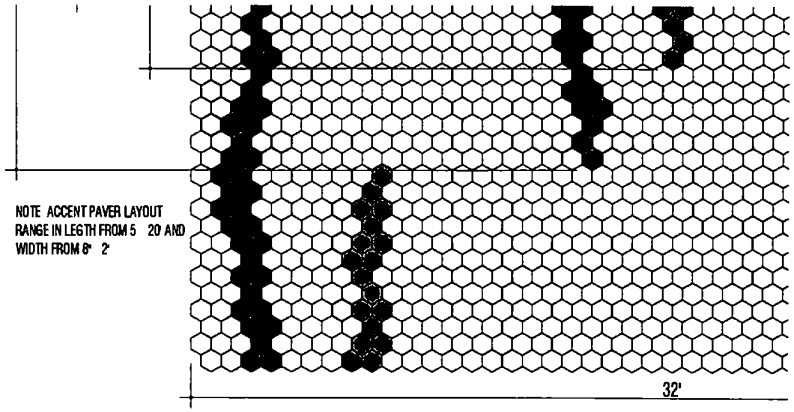
2 PRECAST PAVING AT DOT CURB, TYP

"=1'-0"



1 PRECAST PAVING, TYP

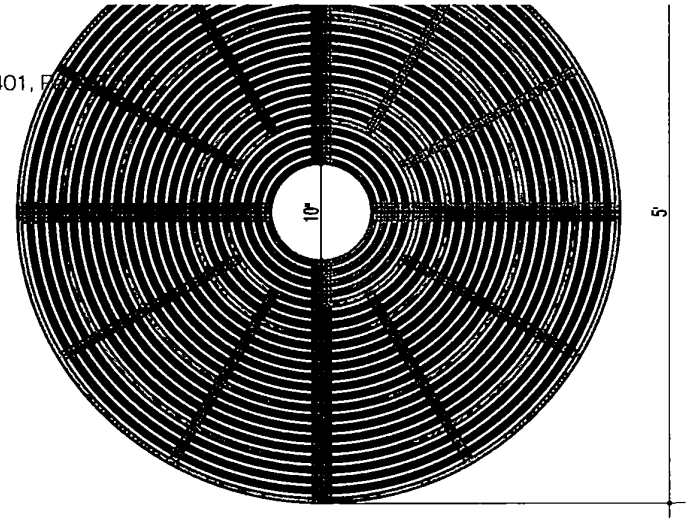
"=1'-0"



A-1 TYPICAL PAVING PATTERN PLAN

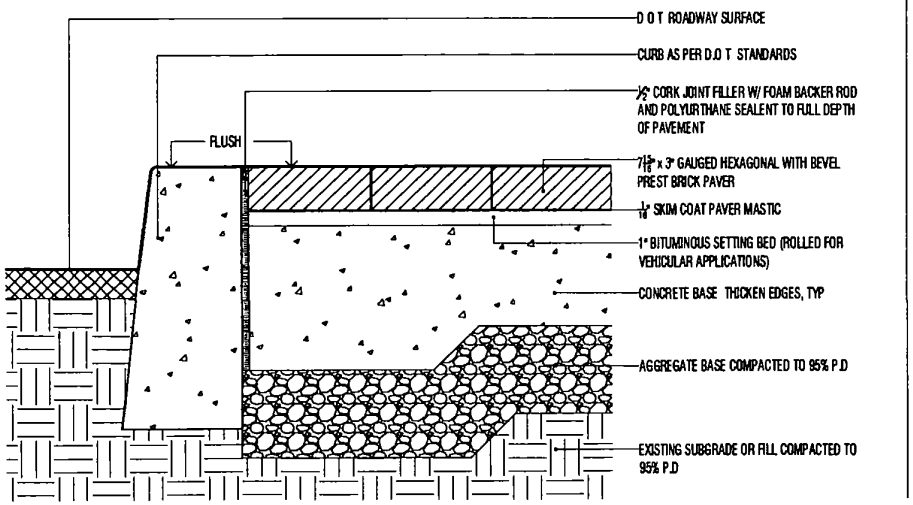
1/4"=1'-0"

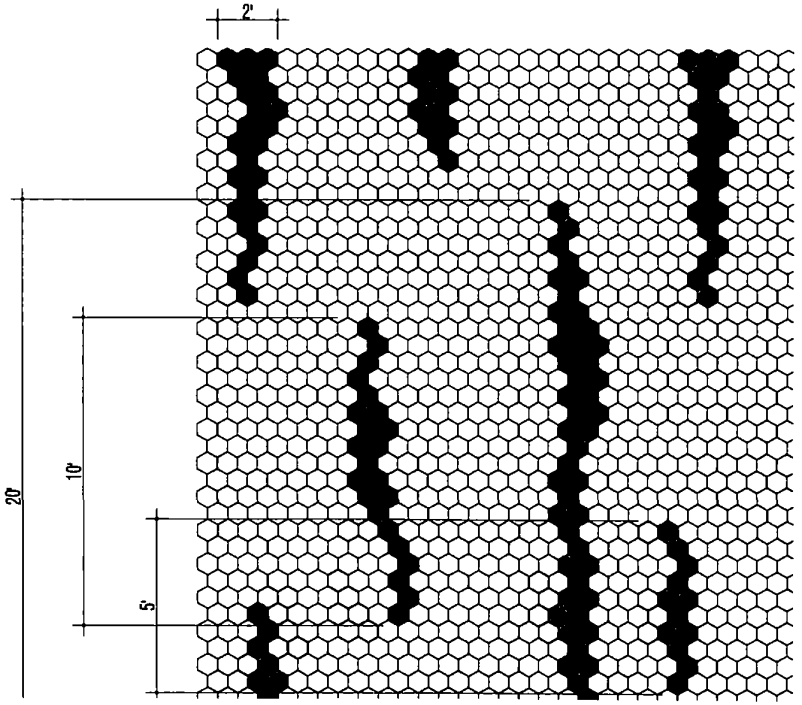
Exhibit B, L-401, P

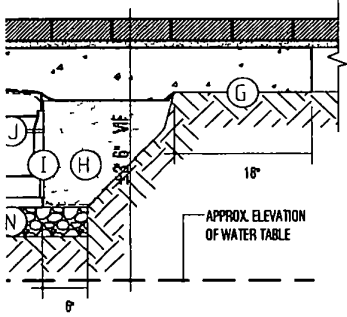


3 ROUND TREE GATE

'-0"







(C) TREE ROOT PROTECTION SILT PANELS

(D) 5'-0" CIRCLE METAL TREE GRATE AND FRAME

(E) 8" HEX PRE-CAST PAVERS ON BITUMINOUS SETTING BED

(F) 5" MIN CIP CONCRETE BASE AND EDGE RESTRAINT AT TREE OPENING CAST DIRECTLY ON GEOTEXTILE OVER CELL DECKS

(G) GEOTEXTILE 18" MIN OVERLAP PAST EXCAVATION

(H) BACKFILL, PER PROJECT SPECIFICATIONS

(I) GEOGRID TO LINE PERIMETER OF SYSTEM WITH 6" TOE (OUTWARD FROM BASE) AND 12" EXCESS (OVER TOP OF DECK)

(J) CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER LEG FLARE

(K) PLANTING SOIL, PER PROJECT SPECIFICATIONS COMPACTED TO 70-80% PROCTOR

(L) PIN, PER SILVA CELL SPECIFICATIONS

(M) 1 TO 4" SPACING BETWEEN SILVA CELLS AT BASE

(N) 4" MIN AGGREGATE SUB BASE COMPACTED TO 95% PROCTOR

(O) GEOTEXTILE FABRIC PLACED BELOW AGGREGATE SUB BASE

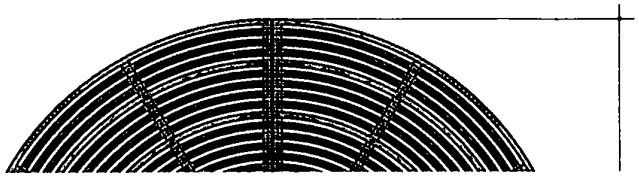
(P) SUBGRADE, COMPACTED TO 95% PROCTOR

(Q) SILVA CELL BASE SLOPE, 7% MAX

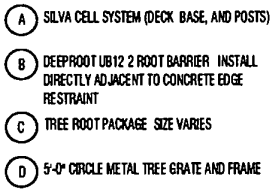
NOTES

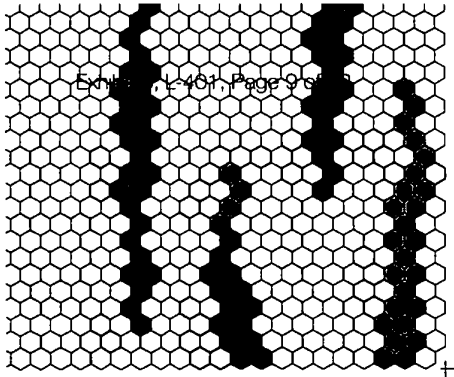
1 INSTALLATION TO BE COMPLETED IN ACCORDANCE TO MANUFACTURERS SPECIFICATIONS
2. DO NOT SCALE DRAWINGS
3 CONTRACTOR TO PROVIDE SUPPLEMENTAL IRRIGATION FOR SEASONAL DROUGHT SUPPORT FOR TREES, PLANTINGS AND SOIL AS REQUIRED
4 TREE GRATE URBAN ACCESSORIES 5 ROUND RAINBOW GRATE WWW.URBANACCESSORIES.COM

NOTE
TREE GRATE URBAN ACCESSORIES 5' ROUND RAINBOW GRATE WWW URBANACCESSORIES COM



KEY PLAN


A
SILVA CELL SYSTEM (DECK BASE, AND POSTS)
B
DEEPROOT UB12 2 ROOT BARRIER INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT
C
TREE ROOT PACKAGE SIZE VARIES
D
5'-0" CIRCLE METAL TREE GRATE AND FRAME



TYPE
FIELD PAVERS HANOVER MULTISIDED PREST BRICK 8"
HEXAGONAL WITH BEVEL

COLORS
CREAM NATURAL FINISH #B91781 NATURAL FINISH
#B91020 NATURAL FINISH

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05 06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA GRADING AND PAVING DETAILS

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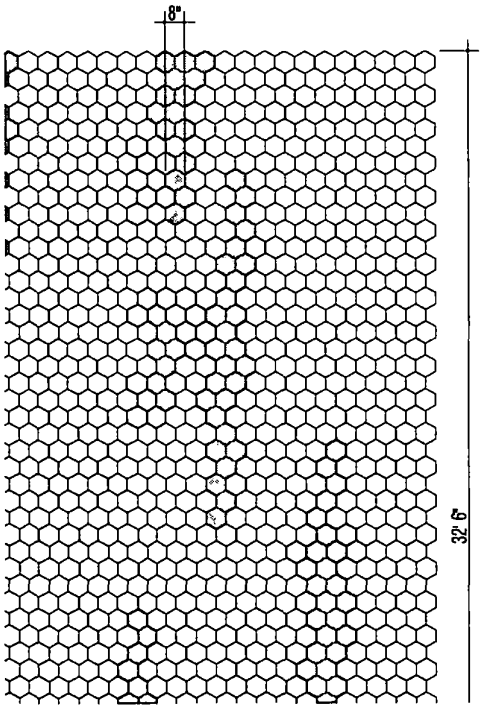
SEAL & SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001789
STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	9 OF 14

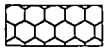
DRAWING NO
L-401

NYC DOB NUMBER





TYPICAL ACCENTED PAVER
LAYOUT FOR 'CHARCOAL' PAVERS



FIELD PAVING EQUAL MIX 1 1 1 OF
('CREAM') ('MATRIX #B91781') ('MATRIX # B91020')

NOTE

TYPE
ACCENT PAVER HANOVER MULTISIDED PREST BRICK 8"
HEXAGONAL WITH BEVEL

COLOR CHARCOAL NATURAL FINISH

TYPE
FIELD PAVERS HANOVER MULTISIDED PREST BRICK 8"
HEXAGONAL WITH BEVEL

05-06 19	REVISED ULURP FILING SET

AUFA

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525-5669

PROPOSED NEW
DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

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TEL 845 357 4411

MEP ENGINEER

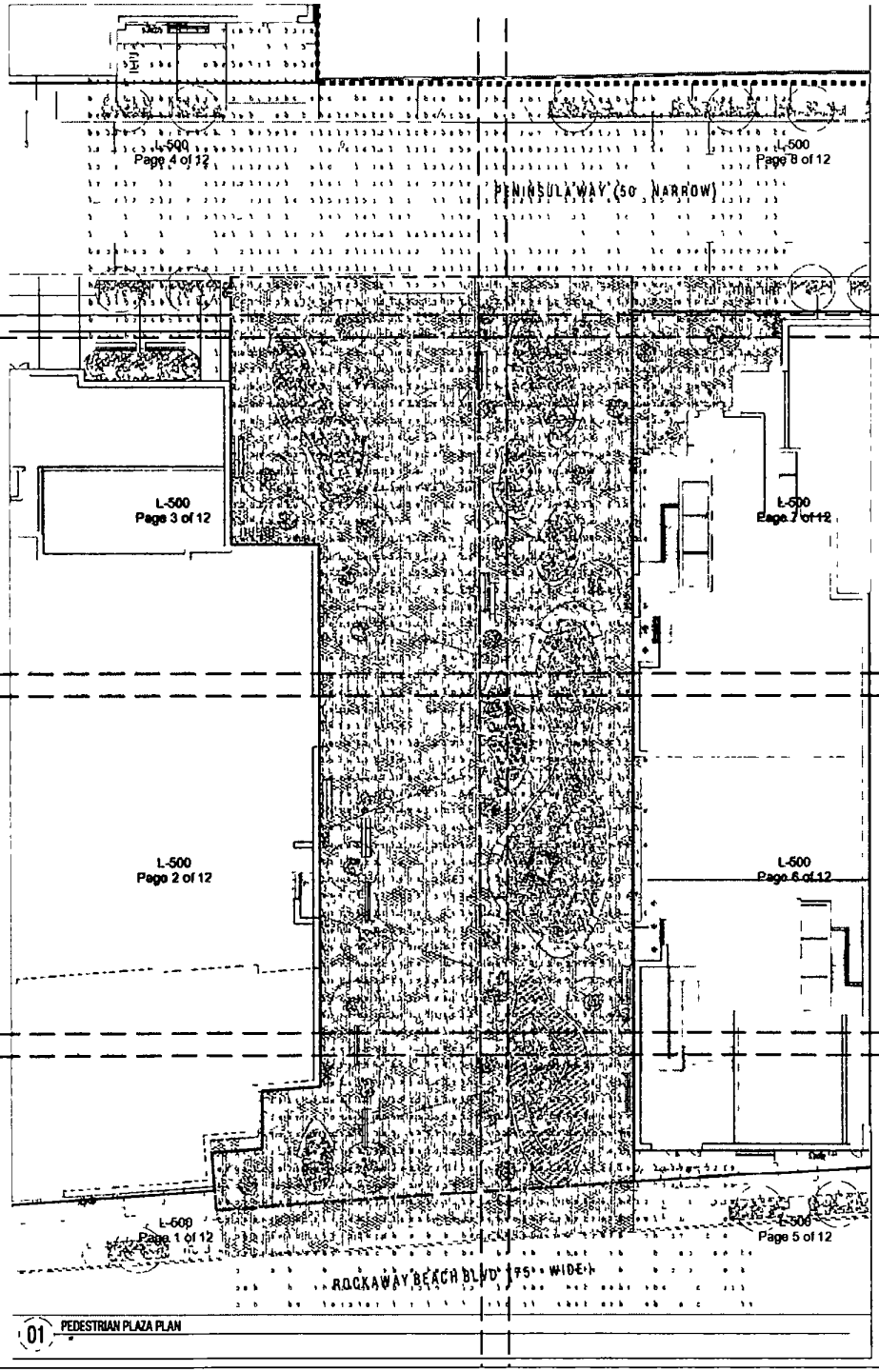
ETTINGER ENGINEERING
ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE
NEW YORK N Y 10001
TEL 212.244 2410

CIVIL / SITE ENGINEER

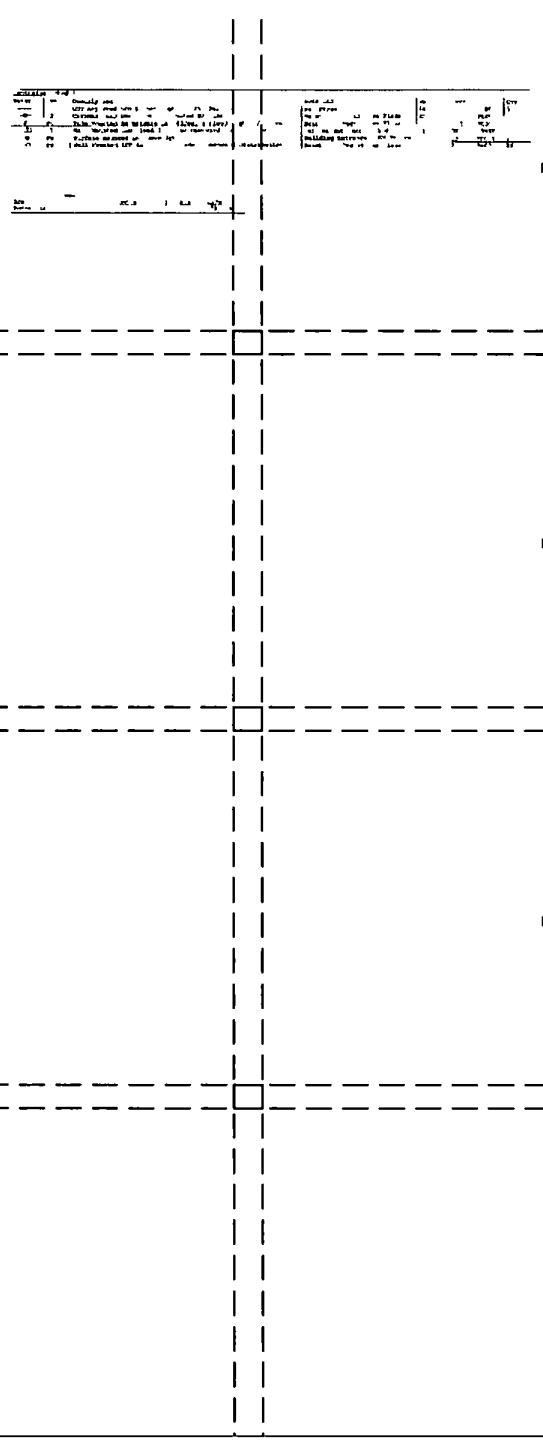
LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212.479 5400

LANDSCAPE ARCHITECT

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012



01 PEDESTRIAN PLAZA PLAN

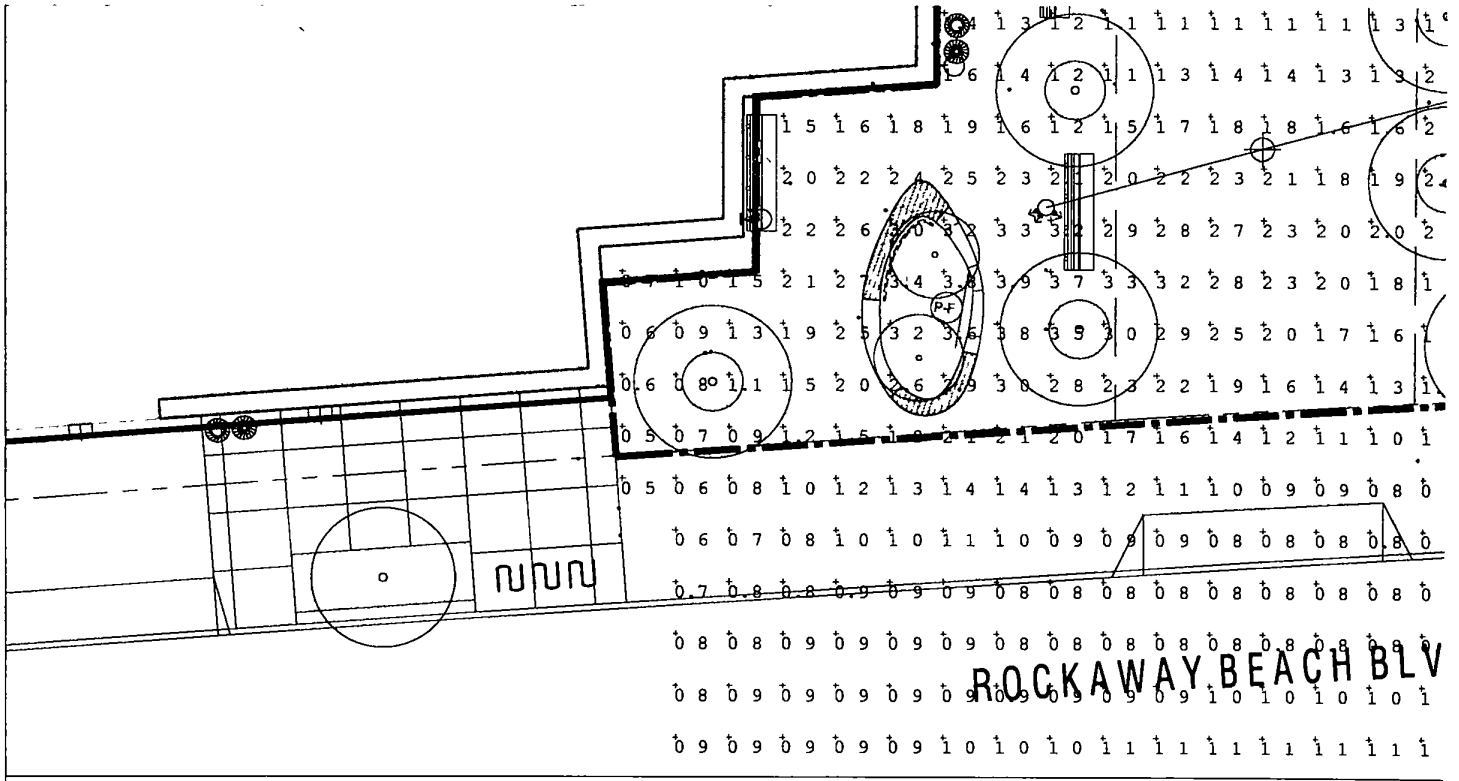


PROPOSED NEW DEVELOPMENT FOR
51-15 BEACH CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS

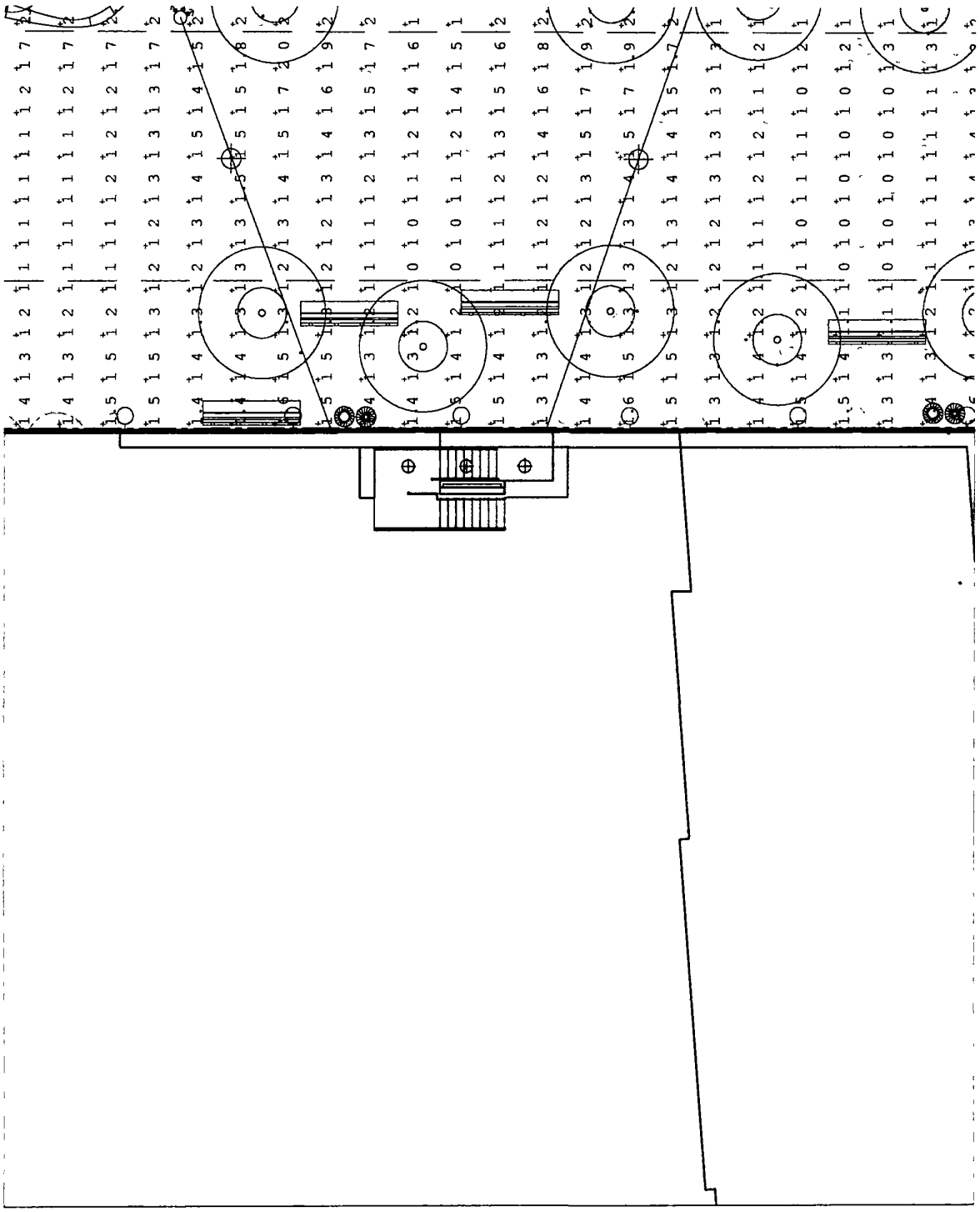
PEDESTRIAN PLAZA PHOTOMETRIC PLAN

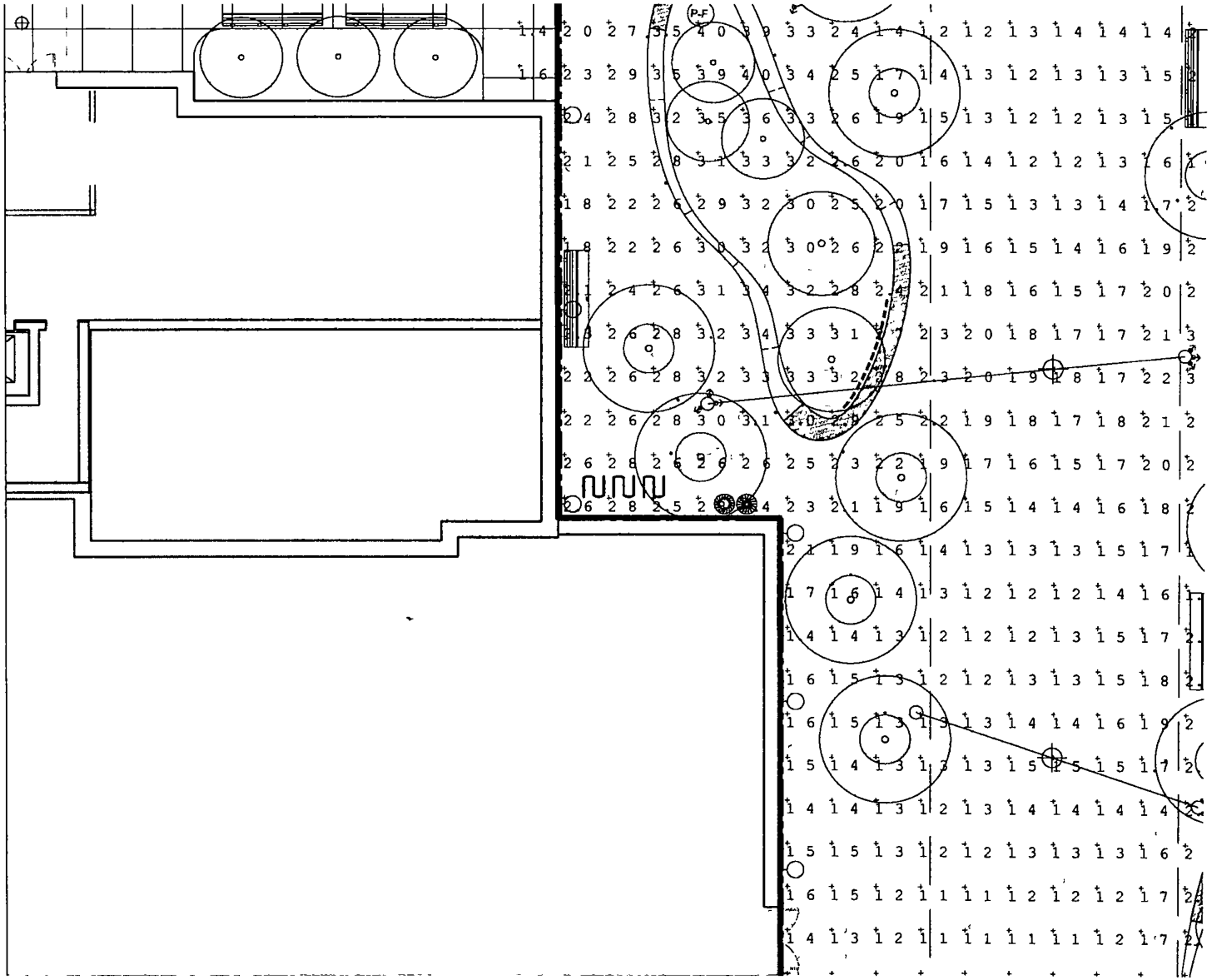
L 500

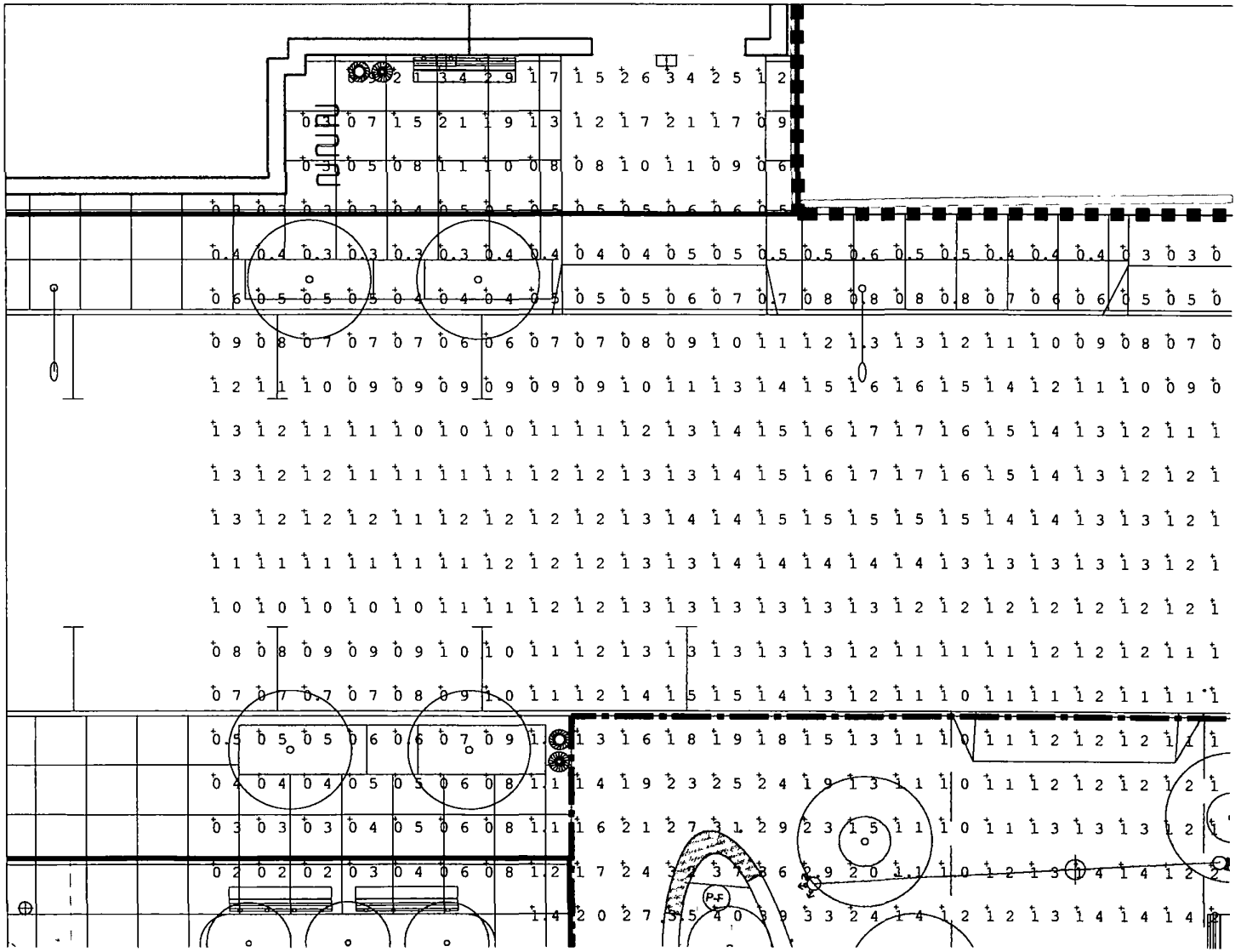


01 PEDESTRIAN PLAZA PLAN

1"=10'




P-F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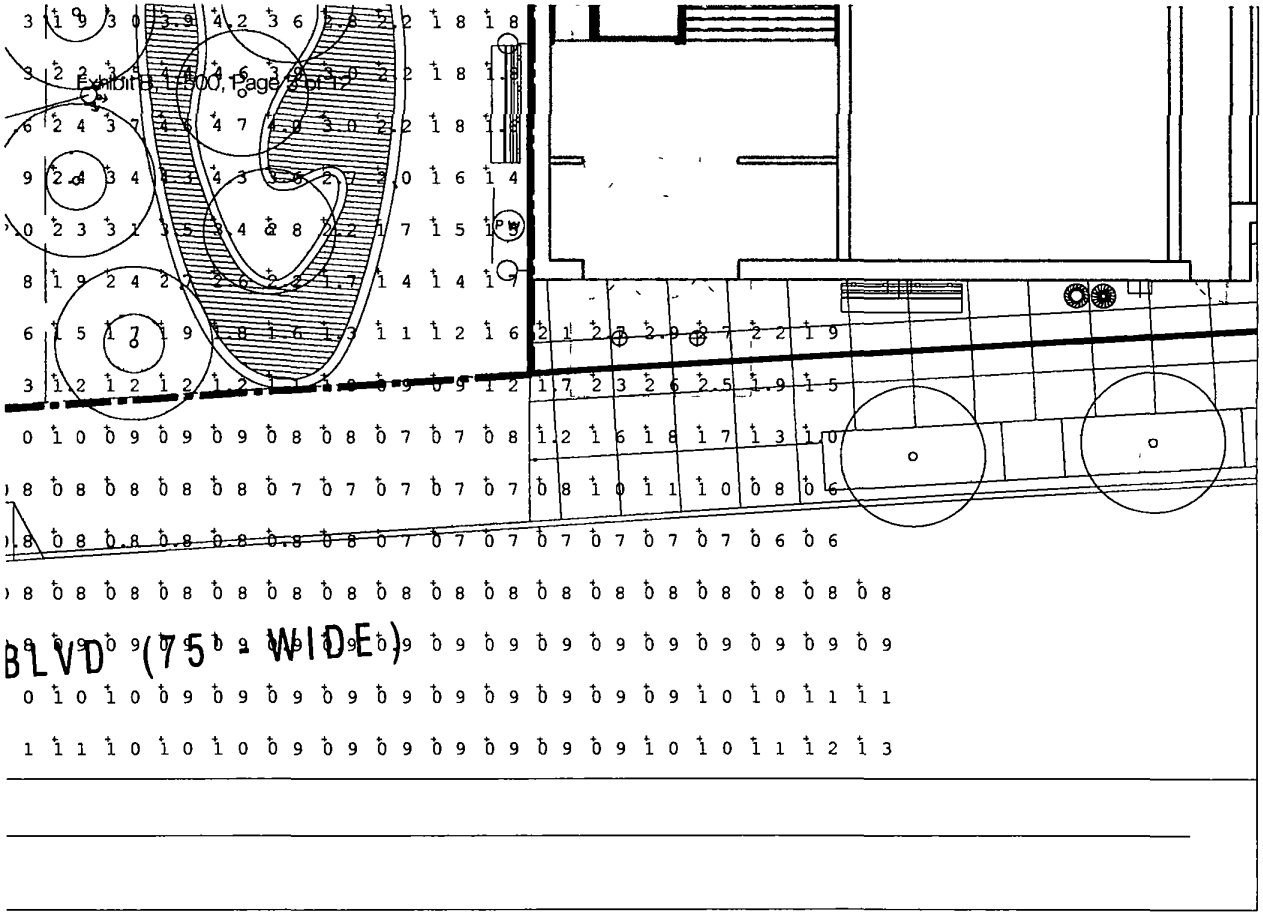
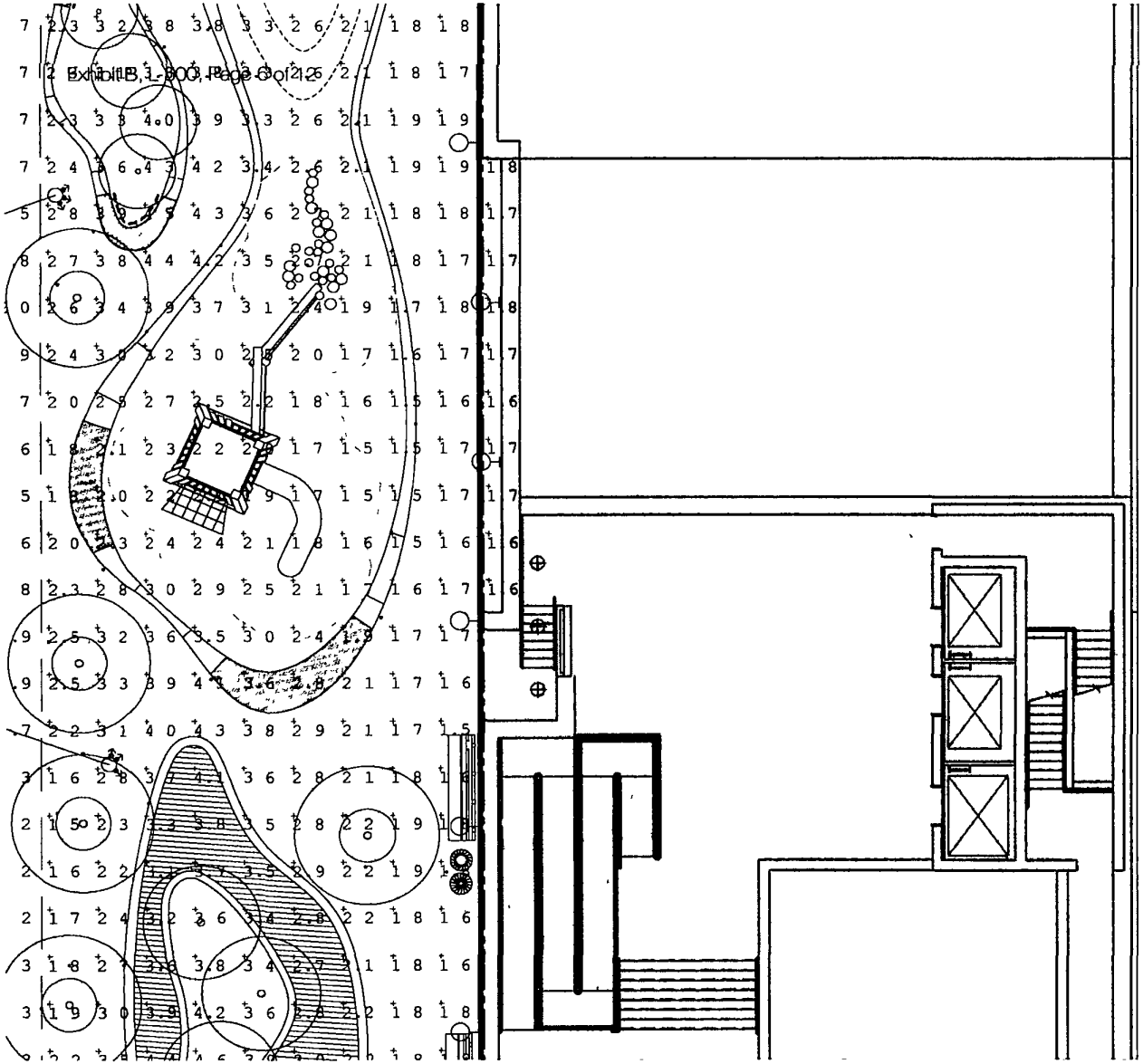
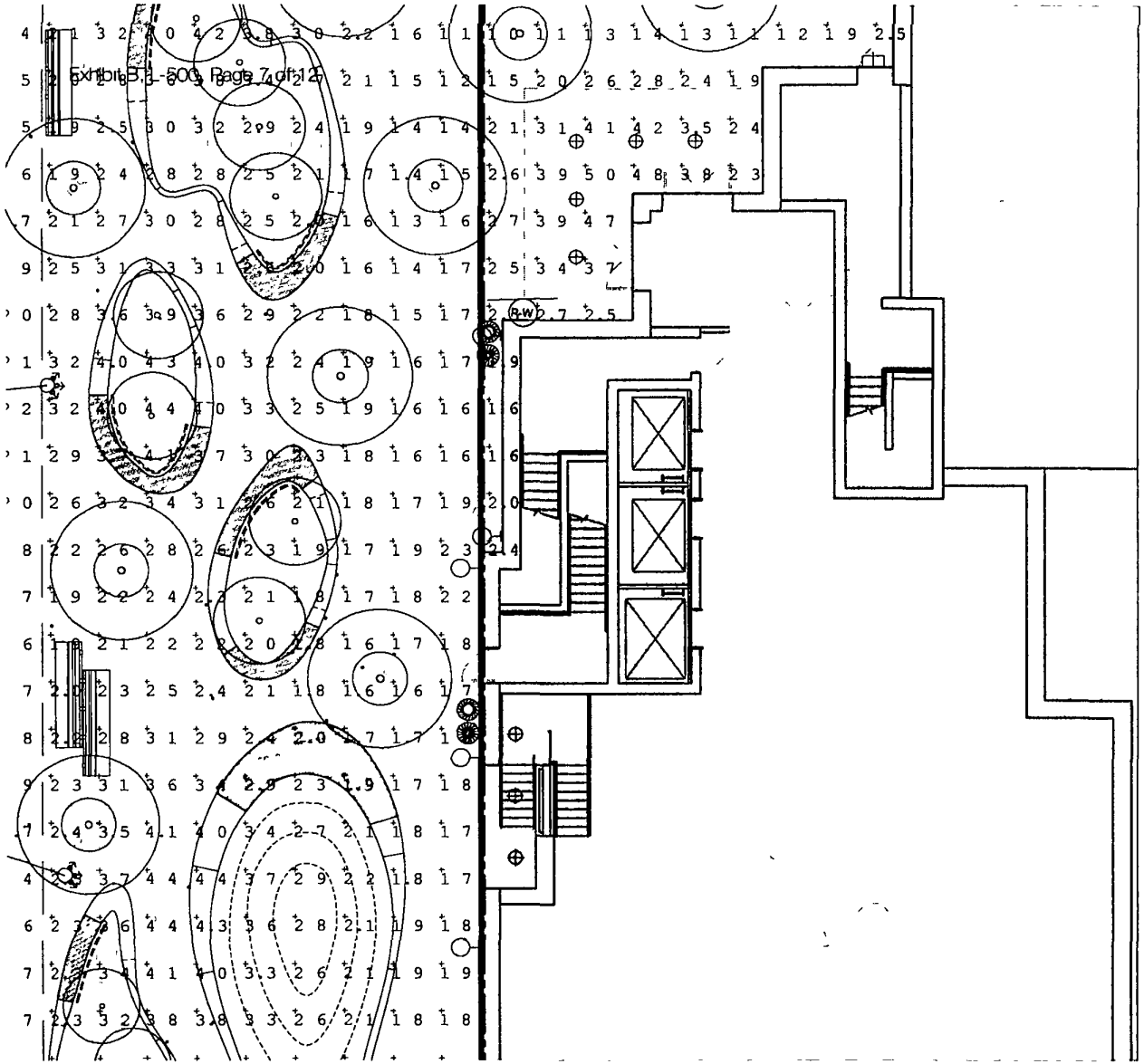
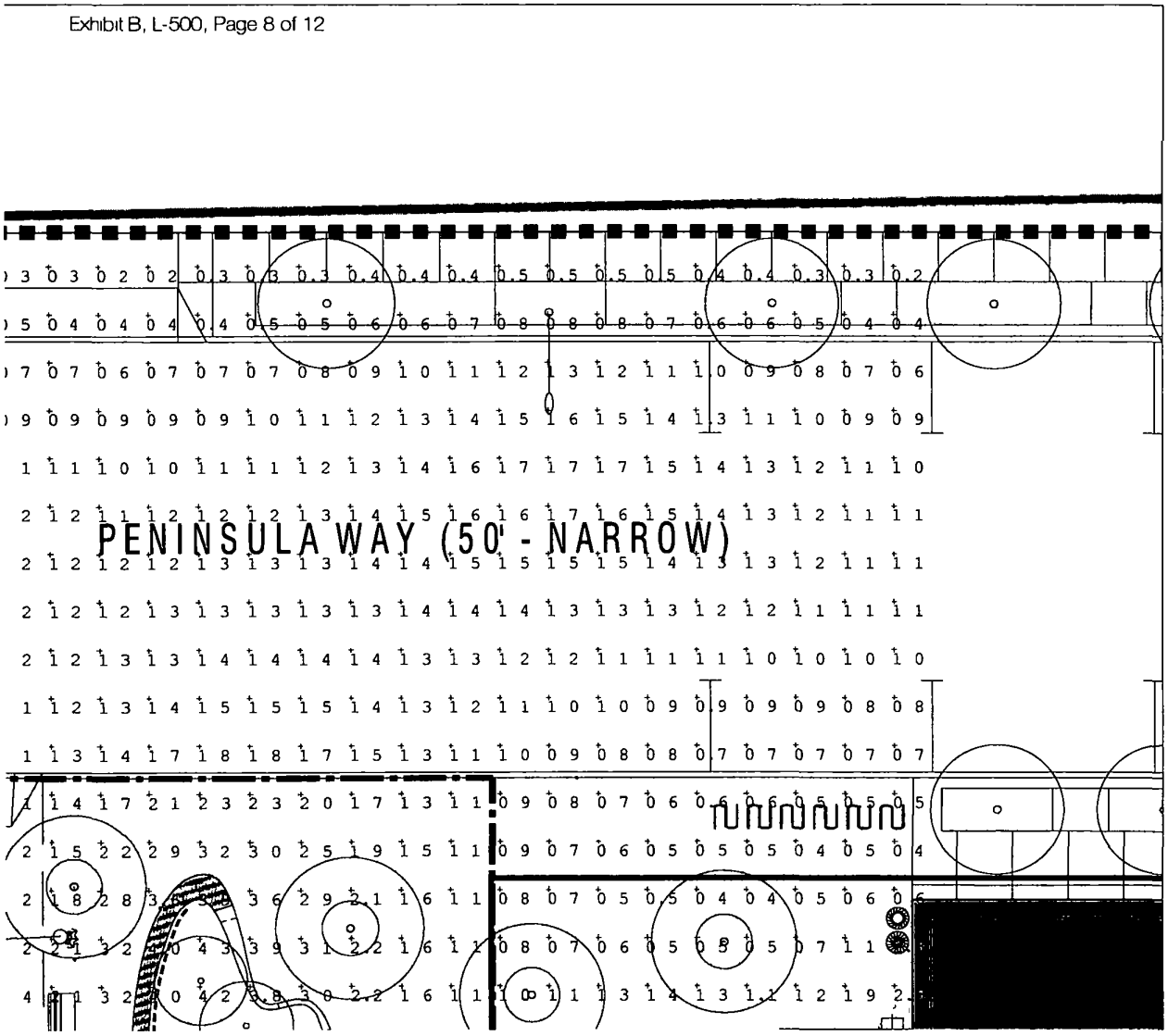

BLVD (75' WIDE)

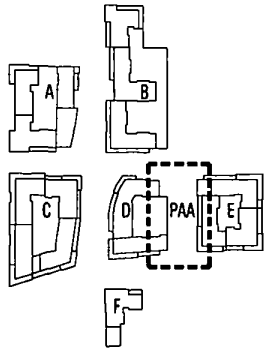






Luminaire Schedule		
Symbol	Type	Description
	F1	DOT Approved LED Street Light w/ 25' Pole
	F2	Catenary LED Downlight w/ Frosted Diffuser
	F4	Pole Mounted Adjustable LED 43Degree Flood Ligh
	F7	Wall Mounted LED Flood light w/ Downward Distr
	F8	Surface Mounted LED Downlight
	F9	Wall Mounted LED Lantern w/ Shade & Downward D

Calculation Summary				
Area	Units	Avg	Min	Avg/Min
Pedestrian Plaza	Fc	1 61	0 5	3 22 1



APPROVAL

05-06 19	REVISED ULURP FILING SET
04-22 19	REVISED ULURP FILING SET
DATE	SUBMISSIONS / REVISIONS

SHEET TITLE

PEDESTRIAN PLAZA PHOTOMETRIC PLAN

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SEAL / SIGNATURE

REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001769
STATE OF NEW YORK

ISSUE DATE.
12-05-17

DRAWN BY: BG
CHECKED BY: ST

SCALE.: AS NOTED
SHEET NO: 10 OF 14

DRAWING NO
L-500

NYC DOB NUMBER

TREE GRATE SEE L-400

CANOPY TREE SEE L 200 (QTY- 29)

SMALL TREE SEE L 200 (QTY- 23)

P-F PAA SIGN FREE STANDING SEE L-600 (QTY- 2)

P-W PAA SIGN WALL MOUNTED SEE L-600 (QTY 2)

NOTES

1 APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE ZONING LOT AND RELATED CURB CUTS INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY

2 STREET TREE LOCATIONS SUBJECT TO DEPARTMENT OF PARKS AND RECREATION APPROVAL, INCLUDING TREES PROVIDED ALONG PRIVATE STREETS

3 REFER TO ARCHITECTURE DRAWINGS FOR ARCHITECTURAL DETAILS

4 ALL PUBLIC STREET IMPROVEMENTS SUBJECT TO DEPARTMENT OF TRANSPORTATION APPROVAL.

5 ENTRANCES TO CERTAIN USES REQUIRING FDNY CLEARANCE PER NYC FIRE CODE TO PROVIDE 30' BY 30' CLEAR PATH FOR FDNY ACCESS

6 NO OBSTRUCTIONS PERMITTED WITHIN EASEMENT AREA.

SCALE & NORTH ARROW

0' 20' 40'

N

KEY PLAN

05-06 19	REVISED ULURP FILING SET

(OUTSIDE PAA BOUNDARY)


CATENARY LED DOWNLIGHT SEE L-500 (QTY 6)


POLE MOUNTED ADJUSTABLE LED SEE L 500 (QTY 27)


WALL MOUNTED LED FLOOR LIGHT SEE L-500 (QTY 3)
(OUTSIDE PAA BOUNDARY)


SURFACE MOUNTED LED DOWNLIGHT SEE L-500 (QTY 7)
(OUTSIDE PAA BOUNDARY)


WALL MOUNTED LED LANTERN W/ SHADE AND DOWNWARD DISTRIBUTION SEE L 500 (QTY 25)


BIKE RACK SEE L-600 (QTY 3)

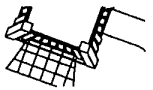

RECYCLING AND TRASH RECEPTACLES SEE L-600 (QTY 6 SETS)


TIMBER BENCH WITH BACK SEE L-300 (QTY 12)


PLANTER WITH SEATING SEE L-300 (QTY 9)


PLANTER WITH SEATING AND BACKREST SEE L-300 (QTY 5)


18" HIGH TIMBER DECK - SEE L-300 (QTY 1)


CHILDREN'S PLAY AREA- SEE L-600 (QTY 1 TIMBER TOWER W/ NET AND SLIDE, 1 RUBBER MOUND; 30 TIMBER STEPPERS, 2 BALANCE BEAM LOGS)


TREE GRATE SEE L-400

AUFA

TERRAIN NYC LANDSCAPE ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537-6080

LIGHTING CONSULTANT

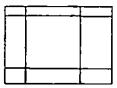
PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525 5669

	Location	Watts	Lumens	CCT	Qty
e	New Streets	64	5818	4000K	3
er	Beach 51st Pedestrian Plaza	42	4459	3000K	6
od Light w/ Louver	Beach 51st Pedestrian Plaza	21	1663	3000K	27
Distribution	Parking Enterance & Sidewalk	21	1024	3000K	3
	Building Entrance & EM Stairs	7	553	3000K	7
ward Distribution	Beach 51st Pedestrian Plaza	12	722	3000K	25

lin
1

LEGEND

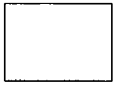
- ZONING LOT LINE
- LARGE SCALE BOUNDARY
- PROPERTY LINE / TAX LOT LINE
- PAA BOUNDARY (21,375 SF)
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EASEMENT BOUNDARY (8,012 SF)



NYC DOT STANDARD SIDEWALK



PRECAST HEX PAVING SEE L-401



PLANTING AREA



PROPOSED BUILDING



NYC DOT STANDARD CURBCUT

DOT APPROVED LED STREET LIGHT SEE L-500 (QTY 3)
(OUTSIDE PAA BOUNDARY)

PROPOSED NEW
DEVELOPMENT FOR

51–15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
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2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

BROOKER ENGINEERING PLLC
74 LAFAYETTE AVENUE
SUFFERN N Y 10901
TEL 845 357 4411

MEP ENGINEER

ETTINGER ENGINEERING
ASSOCIATES
CONSULTING ENGINEERS
505 EIGHTH AVE
NEW YORK N Y 10001
TEL 212.244 2410

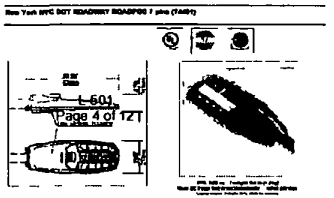
CIVIL / SITE ENGINEER

LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES
360 WEST 31ST STREET
8TH FLOOR
NEW YORK N Y 10001
TEL 212.479 5400

LANDSCAPE ARCHITECT

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012

F1



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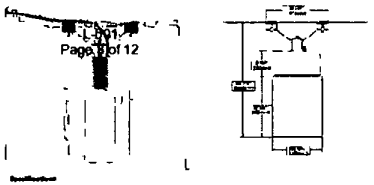
F2



L-501
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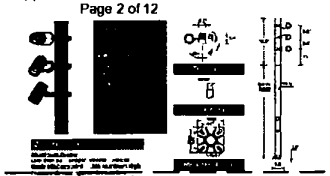
F4



L-501
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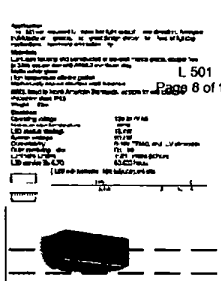
Page 1 of 12

F7



L 501
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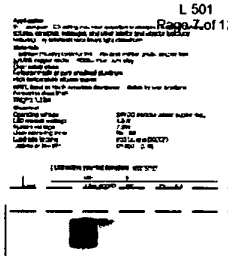
F8



L 501
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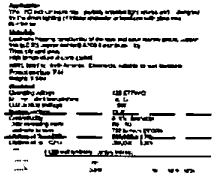
F9



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Page 6 of 12

L 501
Page 5 of 12

LEGEND

L 501
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L 501
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APPROVAL

L 501
Page 9 of 12

PROPOSED NEW
DEVELOPMENT FOR:
51–15 BEACH
CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS

PEDESTRIAN PLAZA
LIGHTING CUT SHEET

12-05-17

AS NOTED

L 501

a step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting

Memory Retentive -Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets Maintains the gaskets exact profile and seal over years of use and compression

Thermal management
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures The superior thermal heat sink design by Ligman used in conjunction with the driver controls thermals below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50 000 hours

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
B2 U0 G0

Finishing
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence

Paint
UV Stabilized 4 9Mil thick powder coat paint and baked at 200 Deg C
This process ensures that Ligman products can withstand harsh environments
Rated for use in natatoriums

areas on campuses and parks This small and medium range of high performance LED floodlight luminaires provides a robust design for demanding applications such as, recreational areas, public spaces and architectural structures

The luminaire has integrated heat sinks to facilitate LED cooling as well as an integral driver

Hardware
Provided Hardware is Marine grade 316 Stainless steel

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture

Crystal Clear Low Iron Glass Lens
Provided with tempered Impact resistant crystal clear low iron glass ensuring no green glass tinge

Optics & LED
Precise optic design provides exceptional light control and precise distribution of light
LED CRI > 80

Lumen - Maintenance Life
L80 /B10 at 50 000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

(not shown) Continuous UV resistant silicone gasket provides weatherproofing dust and insect control at all fixture connections

LED Array
(not shown) High Flux LEDs mounted to metal core PCB and attached to aluminum heat sink for maximum LED performance and life CCT tolerance within a 3 step bin and provided with a minimum CRI of 80 LED light engine has a reported lumen maintenance of 93% at 50 000 hours L70 calculated greater than 100 000 hours

(not shown) Independent surge protector device ant/soft light quality designed to protect luminaire from electrical surge up to 20kA

Power Cord
(not shown) UV resistant black SJ power cord pre installed at factory Please specify power cord length available in 1 increments from 5 - 30'

Standard exterior colors are White (WH) Black (BK) Bronze (BZ) and Silver (SV) Selux premium colors (SP) are available please specify from your Selux color selection guide

F4



Diameter - 4.1"

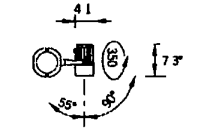
Height - 39.3"

Weight 16 lbs

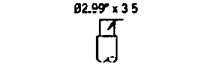
IP65
Suitable for wet locations

IK04
Impact Resistant (Vandal Resistant)

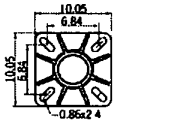
POLE NOT INCLUDED



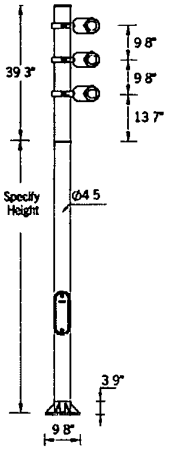
Top View



Tenon Detail



Mounting Detail



Construction

Aluminum Casting
Less than 0 1% copper content – Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength clean detailed product lines and excellent heat dissipation

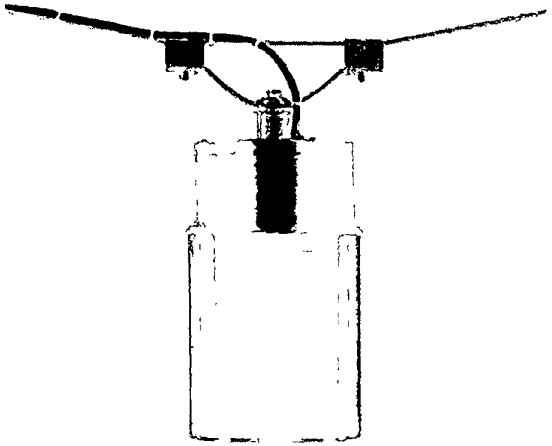
Pre paint
8 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting

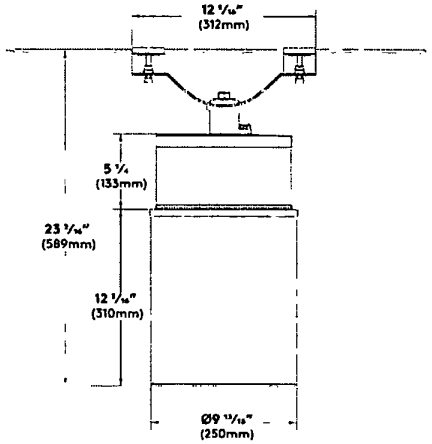
The floodlights can be aimed in different directions to highlight specific features or elements in the environment, as well as provide security when illuminating dark areas on campuses and parks This small and medium range of high performance LED floodlight luminaires provides a robust design for demanding applications such as recreational areas public spaces and architectur-

Heat Sink Built in the housing designed to ensure high efficacy and superior cooling by natural vertical convection air flow pattern always close to LEDs and driver optimising their efficiency and life Product does not use any cooling device with moving parts (only passive cooling) Wide openings enable natural cleaning and removal of dirt and debris Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +40°C / +104°F

LED Module LED type Philips Lumileds LUXEON T Composed of 16 high-performance white LEDs Color temperature as per ANSI/NEMA bin Neutral White 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) CRI 70 Min 75 Typical

F2





Specifications

Luminaire Housing/Hanger
Die cast aluminum housing made from low cop per marine grade aluminum Hanger bracket made from stainless steel with stainless steel hardware Hanger Bracket provides 360° rotation and 15° tilt in either direction

Gasketing
(not shown) Continuous UV resistant silicone gasket provides weatherproofing, dust and insect control at all fixture connections

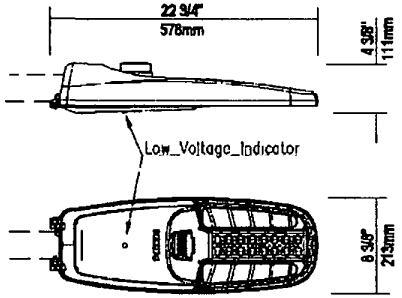
LED Driver
LEDs are driven by RoHS compliant constant current p ogrammable LED driver Driver includes 0-10V dimming to 10%, meets the requirements of IP66 and includes a 5 Year warranty

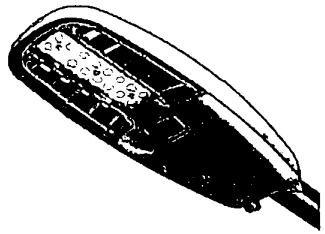
Surge Protector
(not shown) Independent surge protector device designed to protect luminaire from electrical surge up to 20kA

LED Optics
Clear or half frosted UV stabilized acrylic outer cylinder creates the optical chamber Technical Optics (R1 R2 R3 R4, R5S and R5R) use Selux signature light pattern acrylic lens holder to secure proprietary silicone optics Diffuser Bowl (DB) option made of highly diffuse UV stabilized acrylic hides LED source and provides a pleasant/soft light quality

F1

New York NYC DOT ROADWAY ROADFOC 7 pins (74451)





EPA. 0 52 sq ft / weight. 9.4 lb (4.3 kg)
Note 3D image may not represent color or option selected
Logos above include link, click to access

Description of Components

Housing Made of a low copper die cast Aluminum alloy (A360) 0 100" (2 5mm) minimum thickness Fits on a 1 66" (42mm) O D (1 25" NPS) 1 9" (48mm) O D (1 5" NPS) or 2 3/8" (60mm) O D (2" NPS) by 5 1/2" (140mm) minimum long tenon Comes with a zinc plated clamp fixed by 2 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation Provides an easy step adjustment of +/- 5° tilt in 2 5° increments Includes integral bubble level standard (always included) A quick release, tool less entry single latch hinged removable door opens downward to provide access to electronic components and to a terminal block Door is secured to prevent accidental dropping or disengagement A clearance of 13" (330mm) at the rear is required in order to remove the door Complete with a bird guard protecting against birds and similar intruders and an ANSI label to identify wattage and source (both included in box)

Light Engine Composed of 4 main components **Heat Sink / LED Module / Optical System / Driver**
Electrical components are RoHS compliant IP66 sealed light engine equipped with Philips Lumileds LUXEON T LEDs
LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines in compliance with EPA ENERGY STAR extrapolations in accordance with IESNA TM-21 Metal core board ensures greater heat transfer and longer lifespan

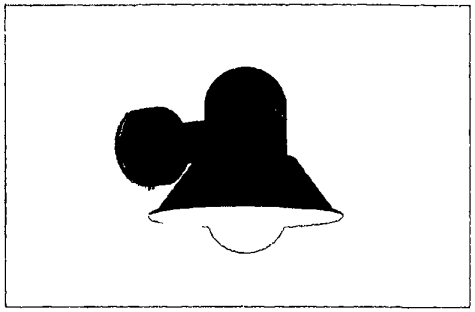
Heat Sink Built in the housing designed to ensure high efficacy and superior cooling by natural vertical convection air flow pattern always close to LEDs and driver optimising their efficiency and life Product does not use any cooling device with moving parts (only passive cooling) Wide openings enable natural cleaning and removal of dirt and debris Entire luminaire is rated for operation in ambient temperat re of -40°C / -40°F up to +40°C +104°F

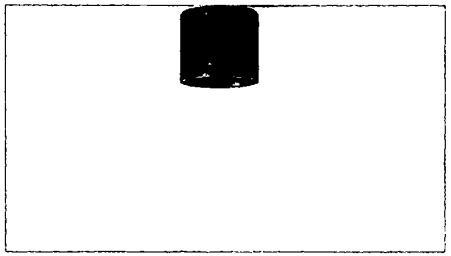
Lifetime at Ta=40°C 200,000 h (L70)

LED wall luminaire partially shielded



LED	A	B	C	D
8.9W	10¼	10⅛	12⅜	4⅛





F9

LED wall luminaire - partially shielded

Application
This LED wall luminaire has a partially shielded light source and is designed for the down lighting of interior and exterior locations with glare free illumination

Materials
Luminaire housing constructed of die cast and spun marine grade copper free (≤0 3% copper content) A360 0 aluminum alloy
Three-ply opal glass
High temperature silicone gasket

NRTL listed to North American Standards suitable for wet locations
Protection class IP44
Weight 3 3lbs

Electrical

Operating voltage	120 277VAC
Minimum start temperature	20°C
LED module wattage	8 9W
System wattage	12W
Controllability	0 10V dimmable
Color rendering index	Ra> 90
Luminaire lumens	722 lumens (3000K)
Lifetime at Ta=15°C	500 000 h (L70)
Lifetime at Ta=40°C	268 000 h (L70)

LED wall luminaire partially shielded

LED A B C D

F7

LED wall luminaire - light output on one side

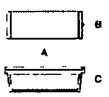
Application
This LED wall mounted luminaire has light output in one direction Arranged individually or in groups it is a great design element for a host of lighting applications Downward orientation only

Materials
Luminaire housing and constructed of die-cast marine grade, copper free (≤0 3% copper content) A360 0 aluminum alloy
Matte safety glass
High temperature silicone gasket
Mechanically captive stainless steel fasteners

NRTL listed to North American Standards suitable for wet locations
Protection class IP65
Weight 4 2 lbs

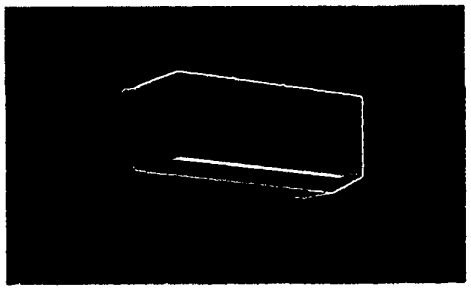
Electrical

Operating voltage	120-277VAC
Minimum start temperature	-20°C
LED module wattage	15 4W
System wattage	20 5W
Controllability	0 10V TRIAC and ELV dimmable
Color rendering index	Ra > 80
Luminaire lumens	1024 lumens (3000K)
LED service life (L70)	60,000 hours



LED wall luminaire, light output on one side

LED	A	B	C
15 4W	12 ½	4 ⅛	4



Luminaire Schedule		
Symbol	Type	Description
	F1	DOT Approved LED Street Light w/ 25' Pole
	F2	Catenary LED Downlight w/ Frosted Diffuser
	F4	Pole Mounted Adjustable LED 43Degree Flood Ligh
	F7	Wall Mounted LED Flood light w/ Downward Distri
	F8	Surface Mounted LED Downlight
	F9	Wall Mounted LED Lantern w/ Shade & Downward Di

Calculation Summary				
Area	Units	Avg	Min	Avg/Min
Pedestrian Plaza	Fc	1 61	0 5	3 22 1

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05-06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA LIGHTING CUT SHEET

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SEAL & SIGNATURE

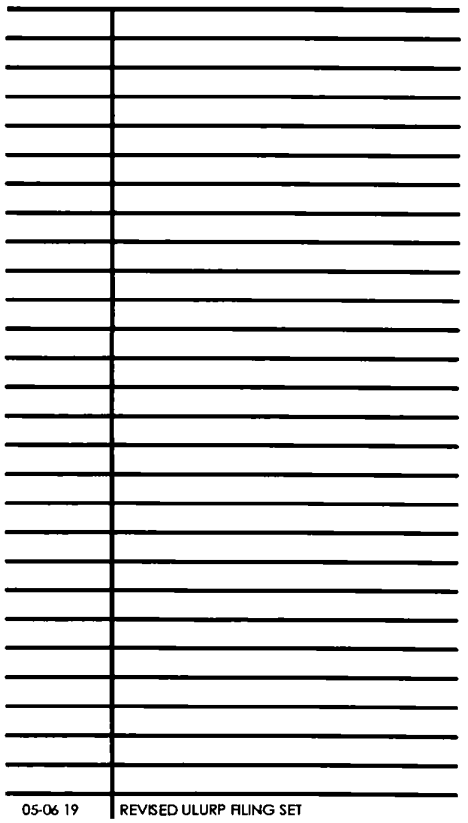
REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
LIC No 001769
STATE OF NEW YORK

ISSUE DATE.	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	11 OF 14

DRAWING NO

L-501

NYC DOB NUMBER

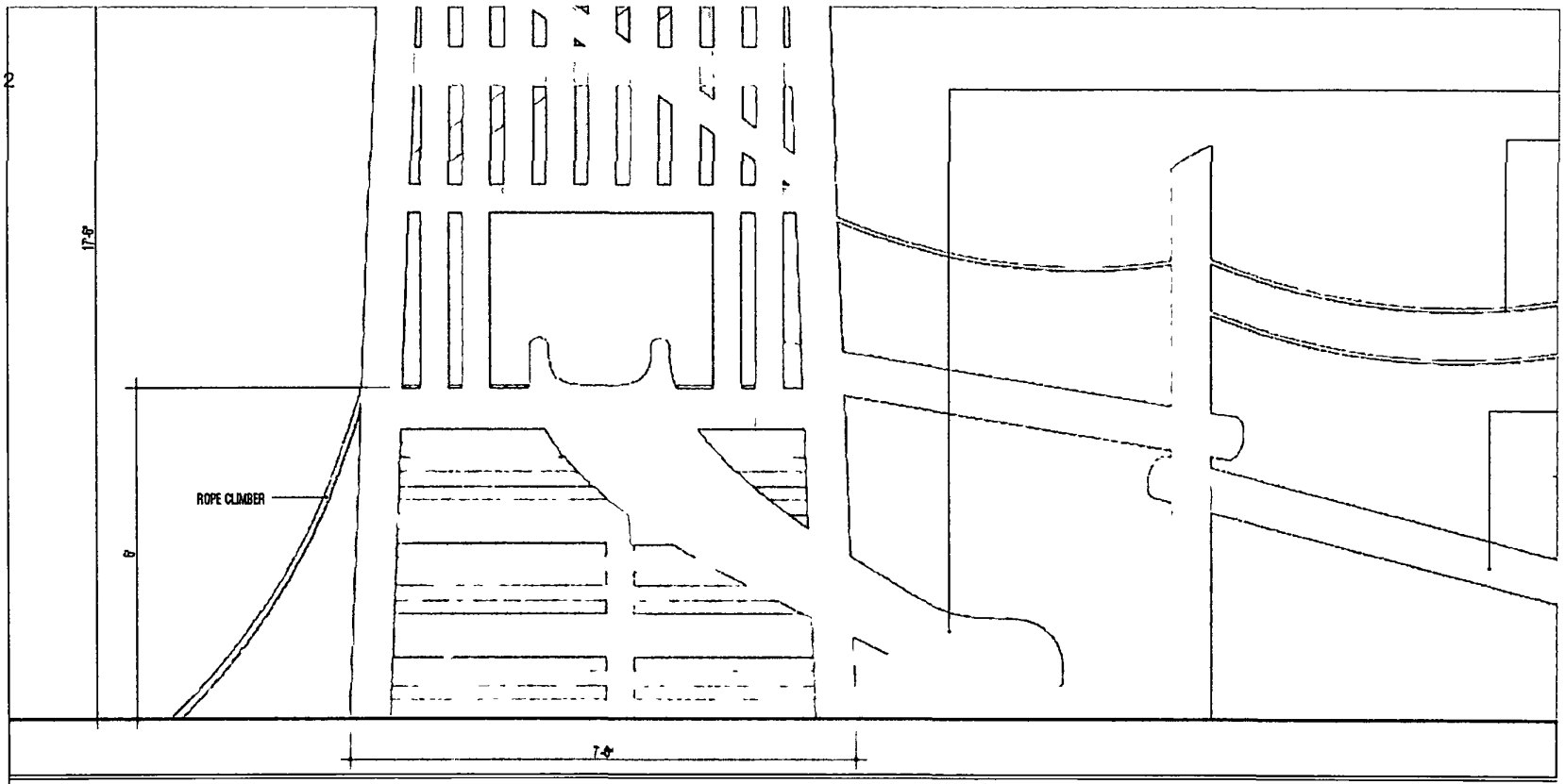

05-06 19
REVISED ULURP FILING SET

AUF

TERRAIN NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537-6080

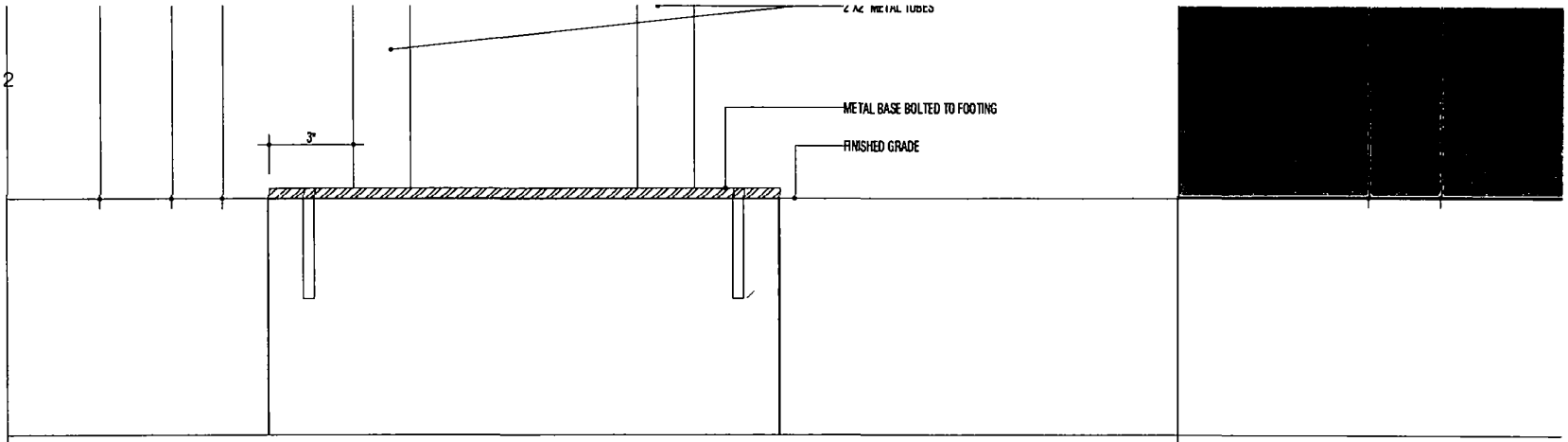
LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525 5669



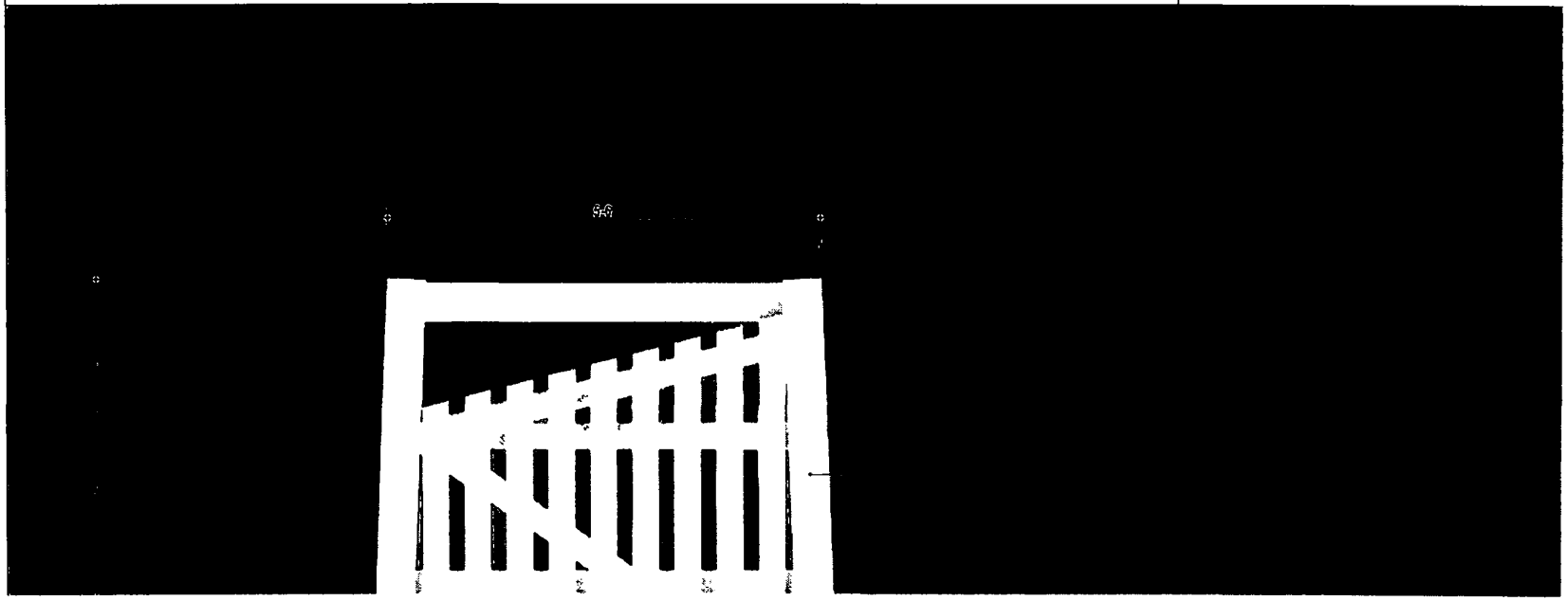
C-1 TIMBER PLAY STRUCTURE ELEVATION

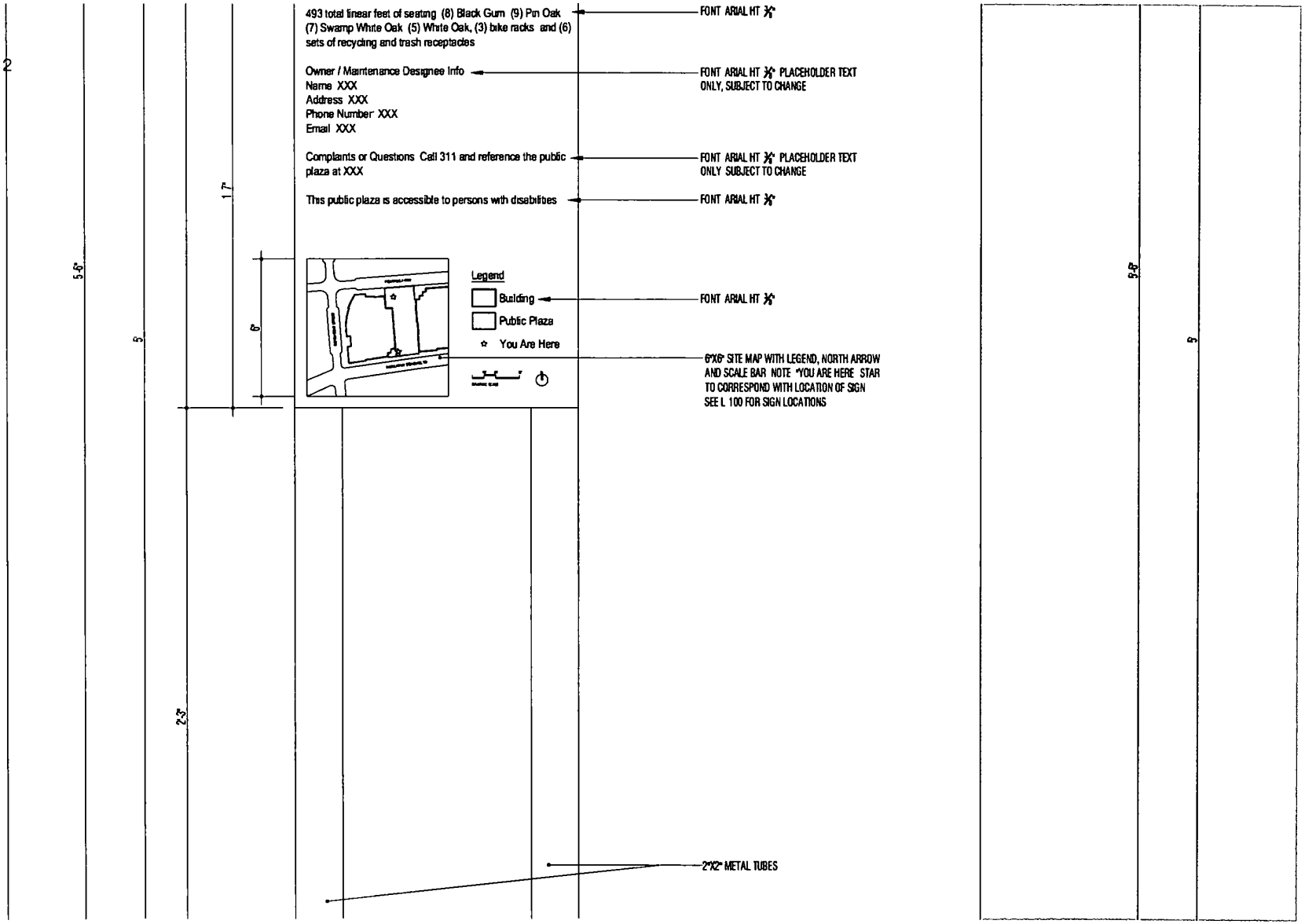
1/2"=1'-0"



C-3 FREE STANDING PAA SIGNAGE, TYP
3"=1'-0"

C-2 WALL MOUNTE
3"=1'-0"




493 total linear feet of seating (8) Black Gum (9) Pin Oak (7) Swamp White Oak (5) White Oak, (3) bike racks and (6) sets of recycling and trash receptacles
FONT ARIAL HT 3/32"
Owner / Maintenance Designee Info
Name XXX
Address XXX
Phone Number XXX
Email XXX
FONT ARIAL HT 3/32" PLACEHOLDER TEXT ONLY, SUBJECT TO CHANGE
Complaints or Questions Call 311 and reference the public plaza at XXX
FONT ARIAL HT 3/32" PLACEHOLDER TEXT ONLY SUBJECT TO CHANGE
This public plaza is accessible to persons with disabilities
FONT ARIAL HT 3/32"
Legend
Building
Public Plaza
You Are Here
FONT ARIAL HT 3/32"
6"X6" SITE MAP WITH LEGEND, NORTH ARROW AND SCALE BAR NOTE "YOU ARE HERE" STAR TO CORRESPOND WITH LOCATION OF SIGN SEE L 100 FOR SIGN LOCATIONS
2"X2" METAL TUBES
5'-6"
5'
1'-7"
6"
2'-3"
9'-6"
9'

NOTES
1 PLAQUE TO BE SATIN FINISH STAINLESS STEEL, ENGRAVED WITH BLACK ENAMEL, INFILL LETTERS WHERE INDICATED
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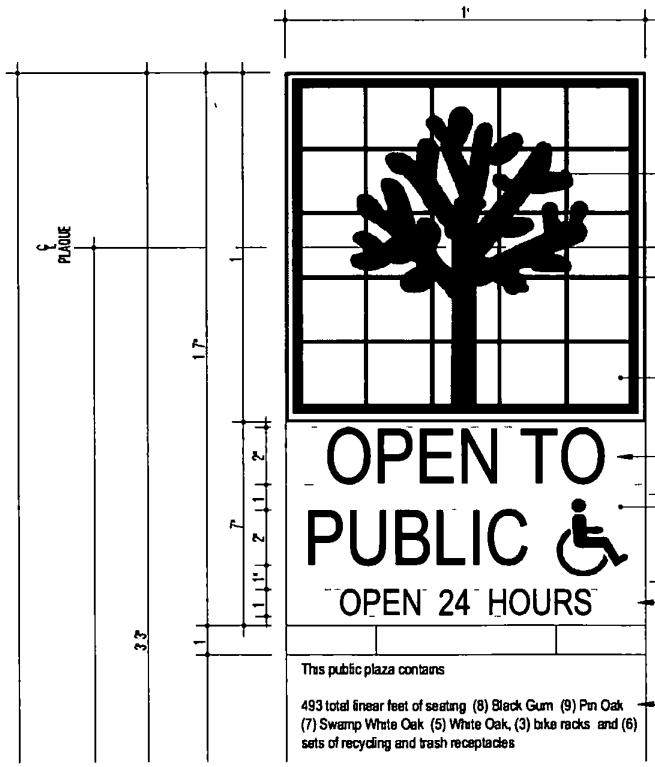


PUBLIC SPACE TREE SYMBOL INFILL WITH GREEN PAINT

1" THICK GRID LINES INFILL WITH GREEN PAINT TYP

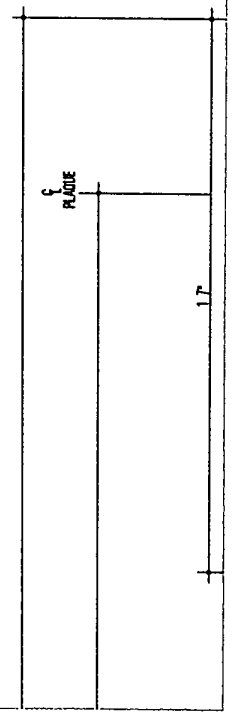
SQUARES INFILL WITH WHITE PAINT TYP

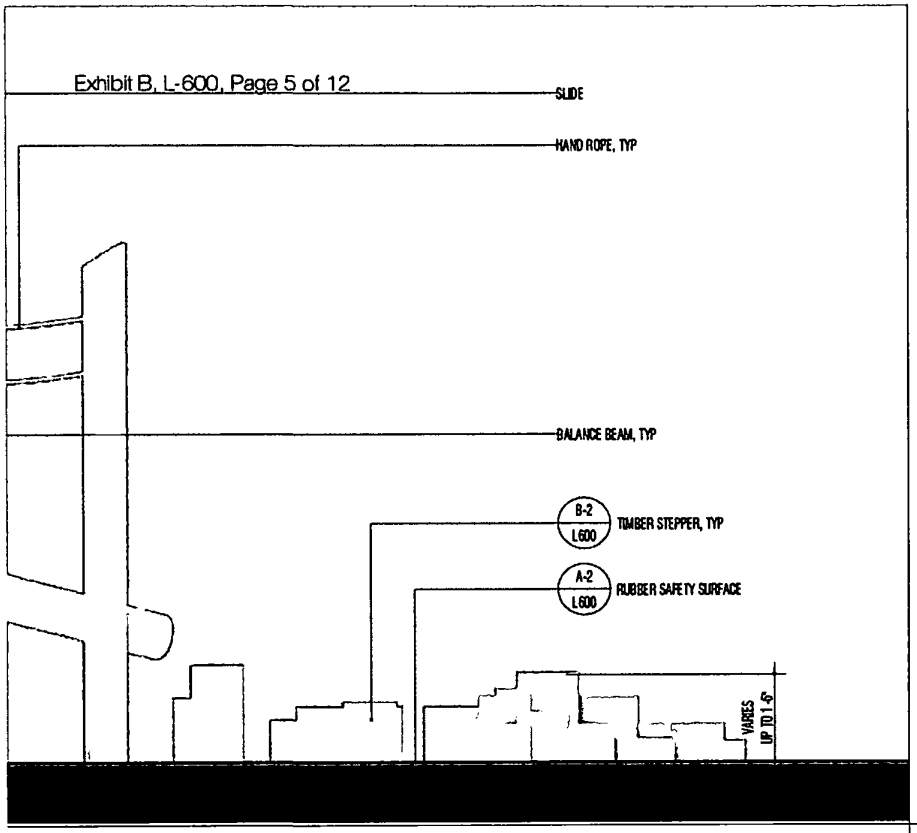
FONT ARIAL BOLD HT 2"

3"X3" INTERNATIONAL SYMBOL OF ACCESSIBILITY

FONT ARIAL BOLD HT 1"

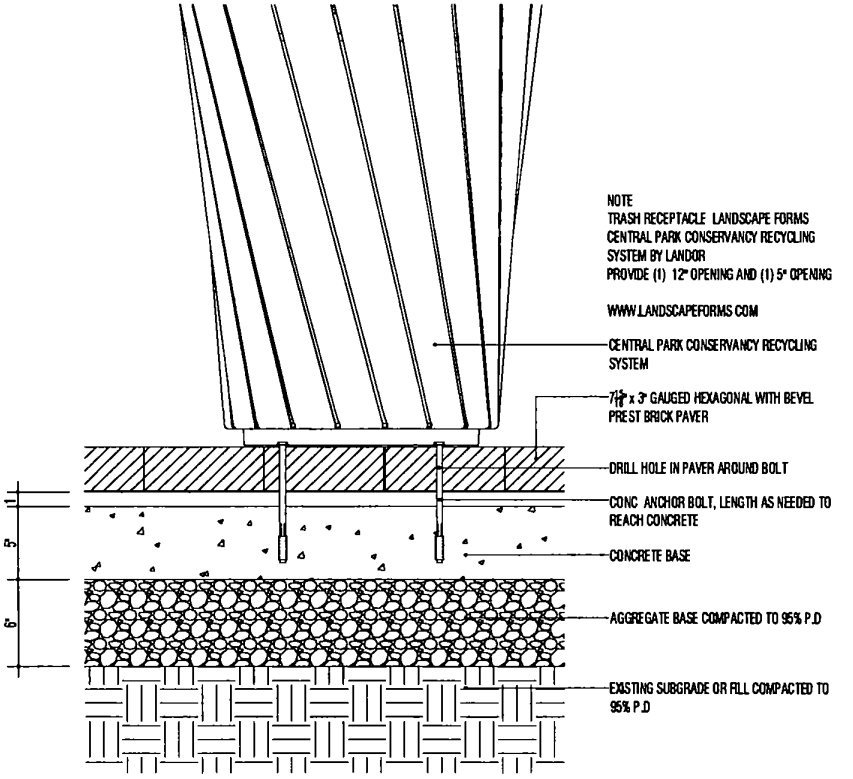
FONT ARIAL HT 3/4"

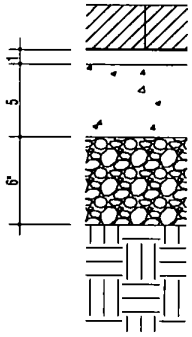




B-1 TRASH RECEPTACLE ON PRECAST PAVERS, TYP

1 1/2"=1'-0"





A-1 BI

1 1/2"=1'-0"

FINISHED GRADE

A-3 TI

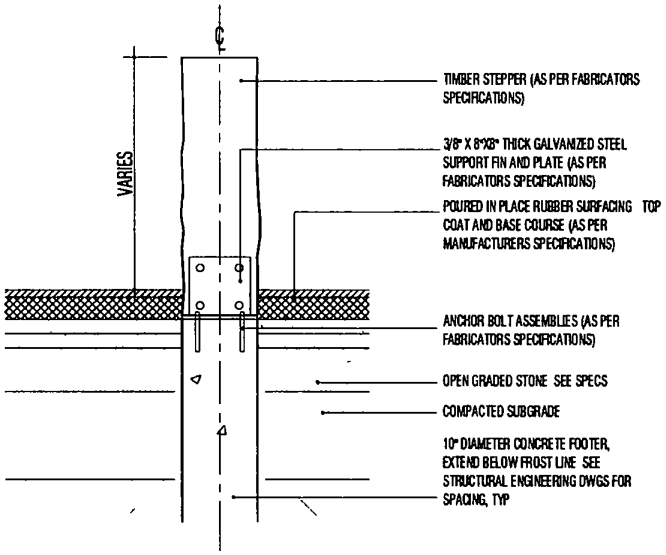
3/4"=1'-0"

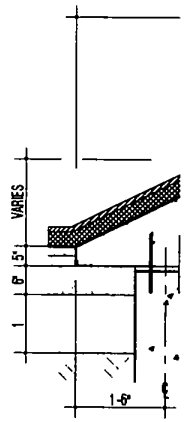
)NTED PAA SIGNAGE, TYP

NOTE TIMBER PLAY STRUCTURE SHOWN FOR OVERALL DIMENSIONS AND COMPONENTS ONLY

EARTHSCAPE PLAY TO DESIGN AND FABRICATE FINAL PLAY STRUCTURE AND COMPONENTS

WWW.EARTHSCAPEPLAY.COM
519-804-6854





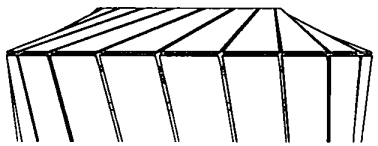
B-2 TIMBER STEPPERS, TYP

3/4"=1'-0"

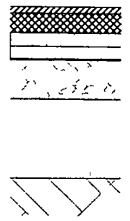
A-2 RU

1/2"=1'-0"

A-3 / L600 TIMBER LOOKOUT



ADJACENT BUILDING WALL SEE L 100 FOR SIGN LOCATIONS



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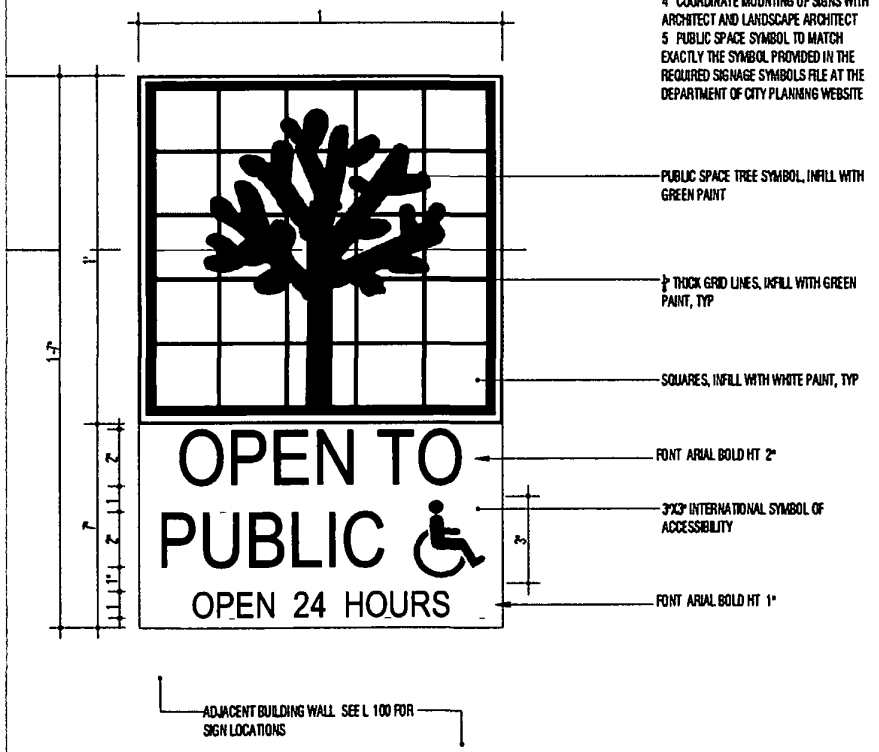

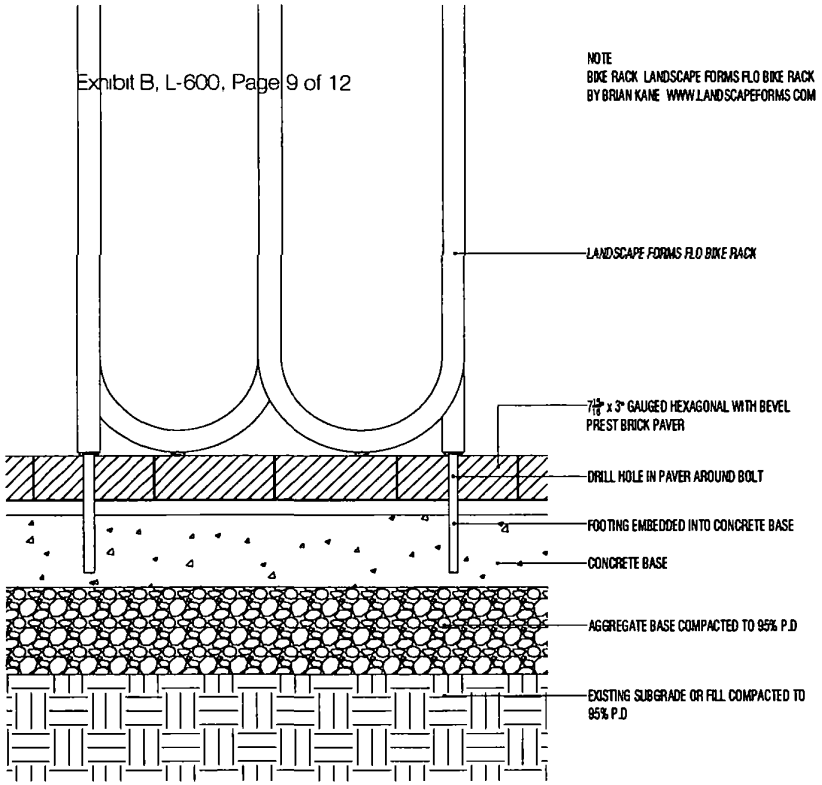

BIKE RACK ON PRECAST PAVERS, TYP

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05 06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA SIGNS AND SITE FURNISHING DETAILS

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REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
LIC No 001789
STATE OF NEW YORK

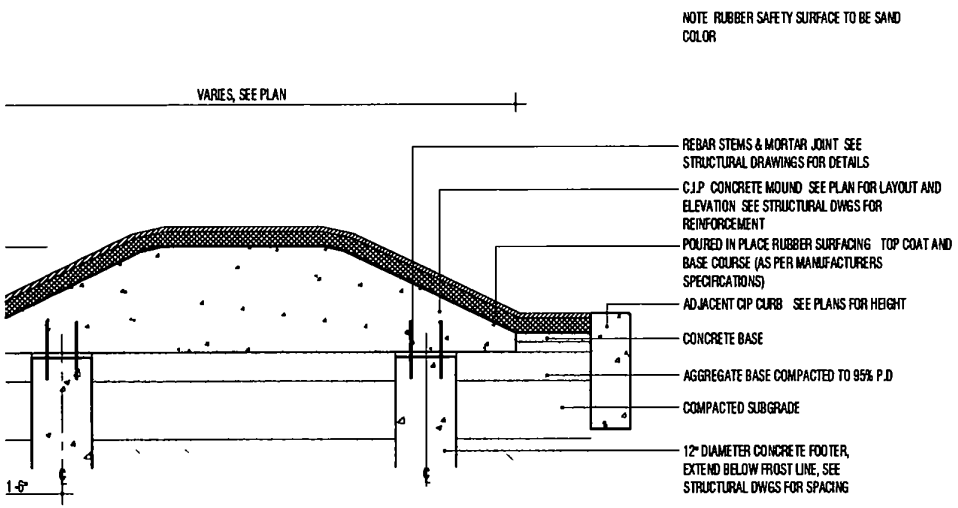
ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	12 OF 14

DRAWING NO

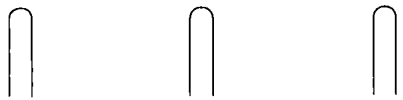
L-600

NYC DOB NUMBER

TIMBER PLAY STRUCTURE FOOTING

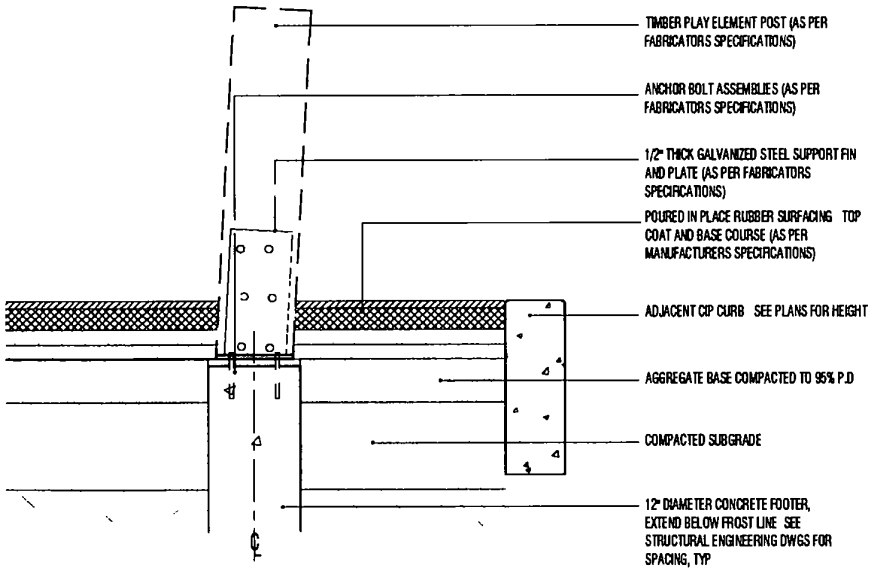


RUBBER SAFETY SURFACE & MOUND



NOTE

05 06 19	REVISED ULURP FILING SET



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NEW YORK N Y 10012
TEL 212 537 6080

LIGHTING CONSULTANT

PHT LIGHTING DESIGN INC
350 SEVENTH AVENUE
NEW YORK N Y 10001
TEL 917 525-5669

PROPOSED NEW
DEVELOPMENT FOR

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
SUFFERN NY
INFO@AUFGANG COM 845 368 0004

AUFGANG ARCHITECTS

DEVELOPER

PENINSULA ROCKAWAY LP
c/o THE ARKER COMPANIES
1044 NORTHERN BOULEVARD
2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

BROOKER ENGINEERING PLLC
74 LAFAYETTE AVENUE
SUFFERN N Y 10901
TEL 845 357 4411

MEP ENGINEER

ETTINGER ENGINEERING
ASSOCIATES
CONSULTING ENGINEERS
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TEL 212.244 2410

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LANDSCAPE ARCHITECT

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ARCHITECTURE PC
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NEW YORK N Y 10012

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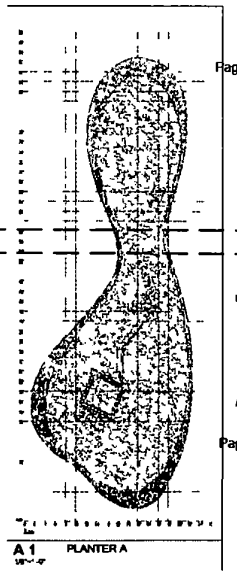
PROPOSED NEW
DEVELOPMENT FOR
51 15 BEACH
CHANNEL DRIVE
QUEENS NY 11691

AUFGANG ARCHITECTS



A1 PLANTER A

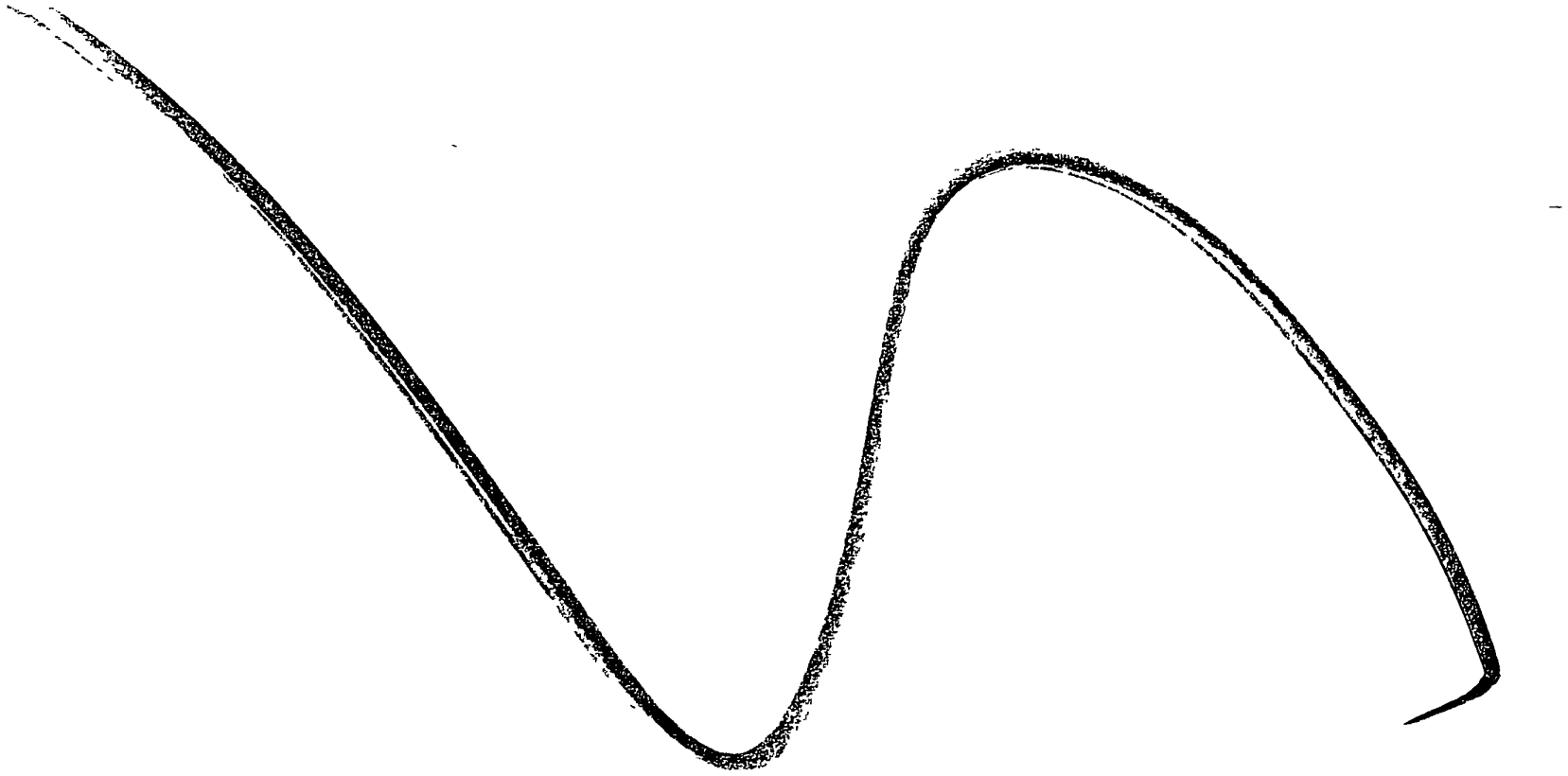
LEGEND

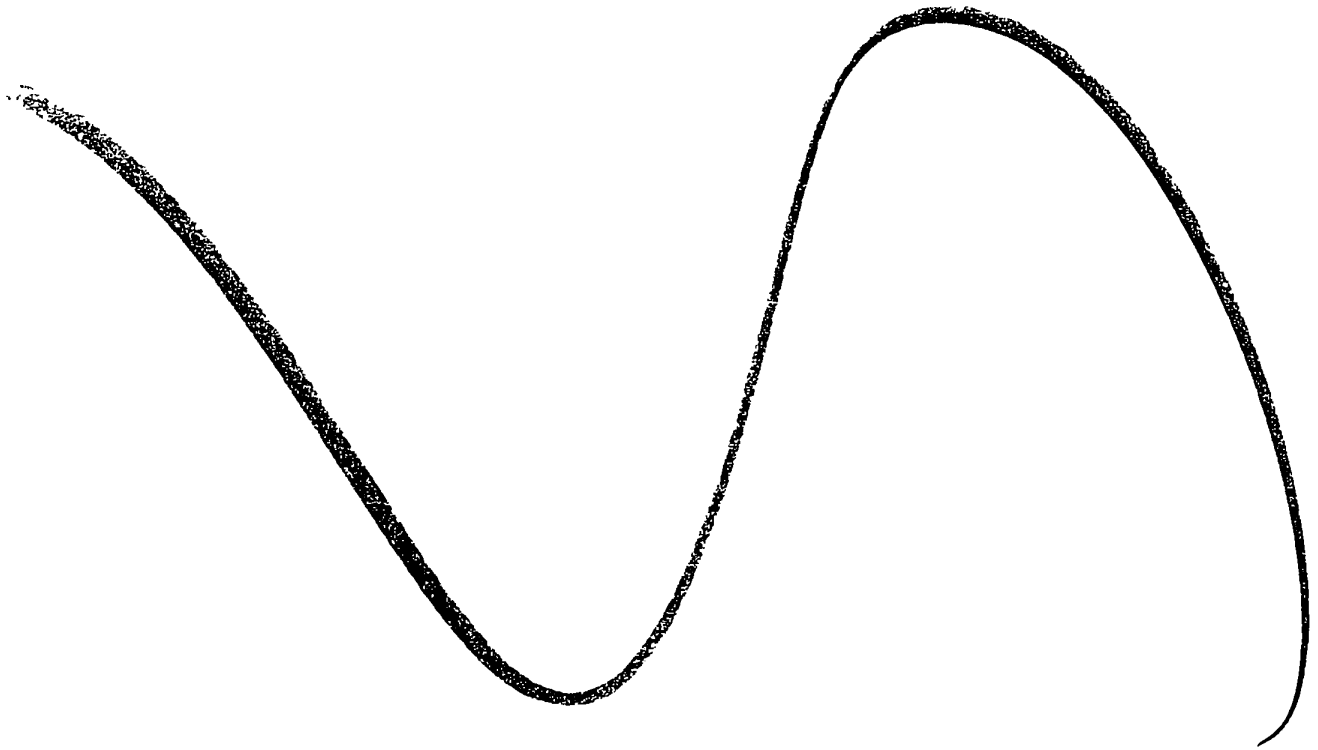
APPROVAL

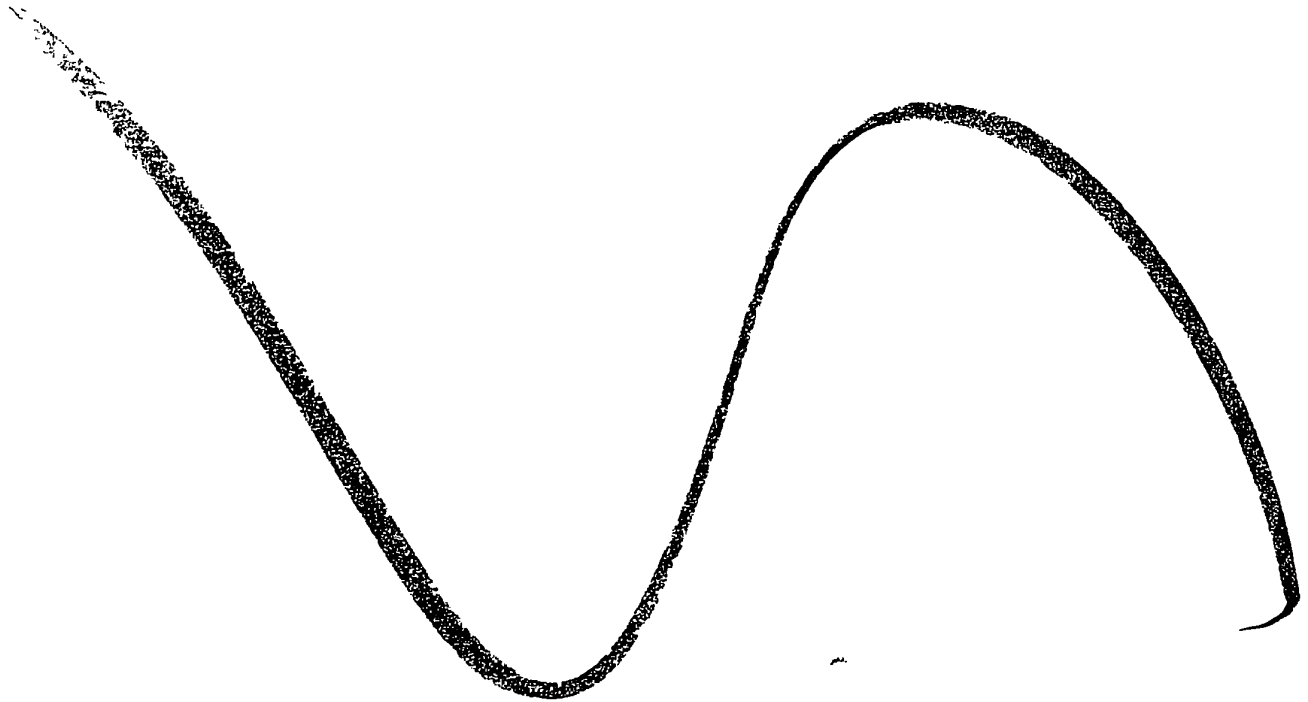
PEDESTRIAN PLAZA PLAY
AREA PART PLAN

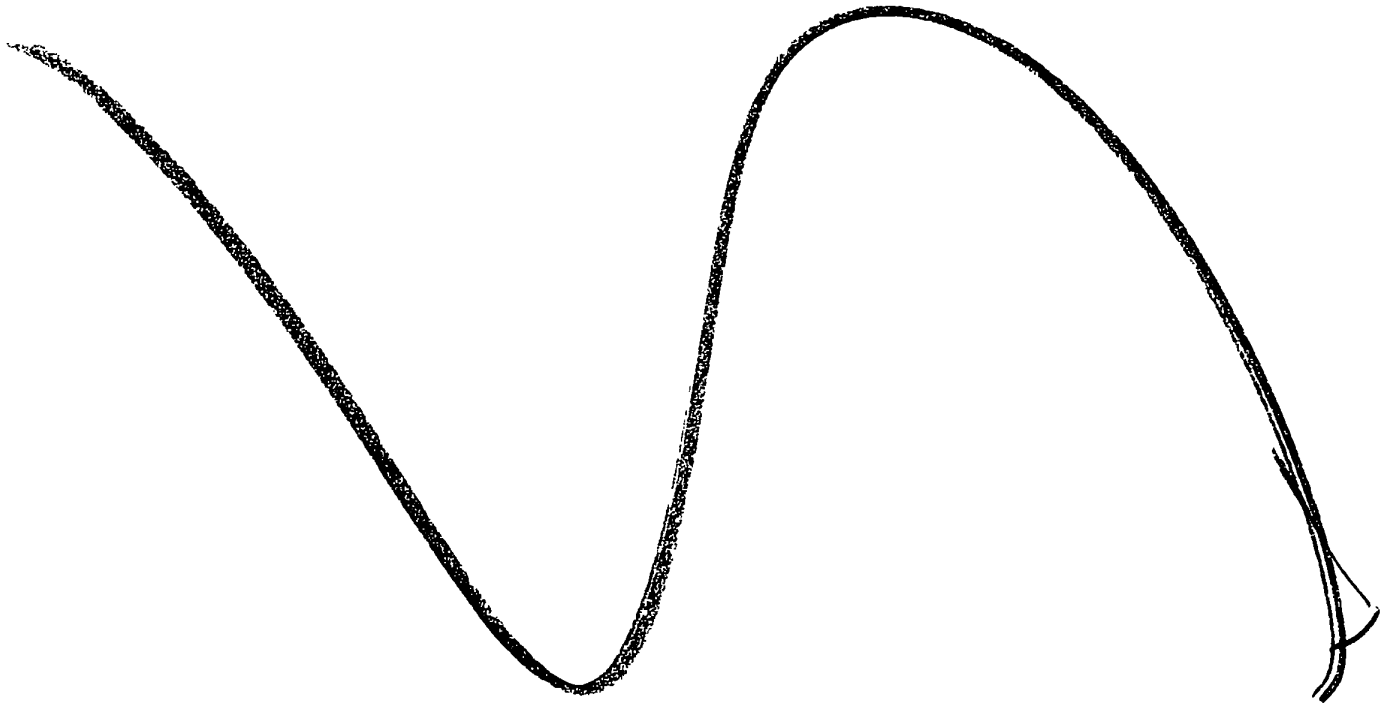
L-601

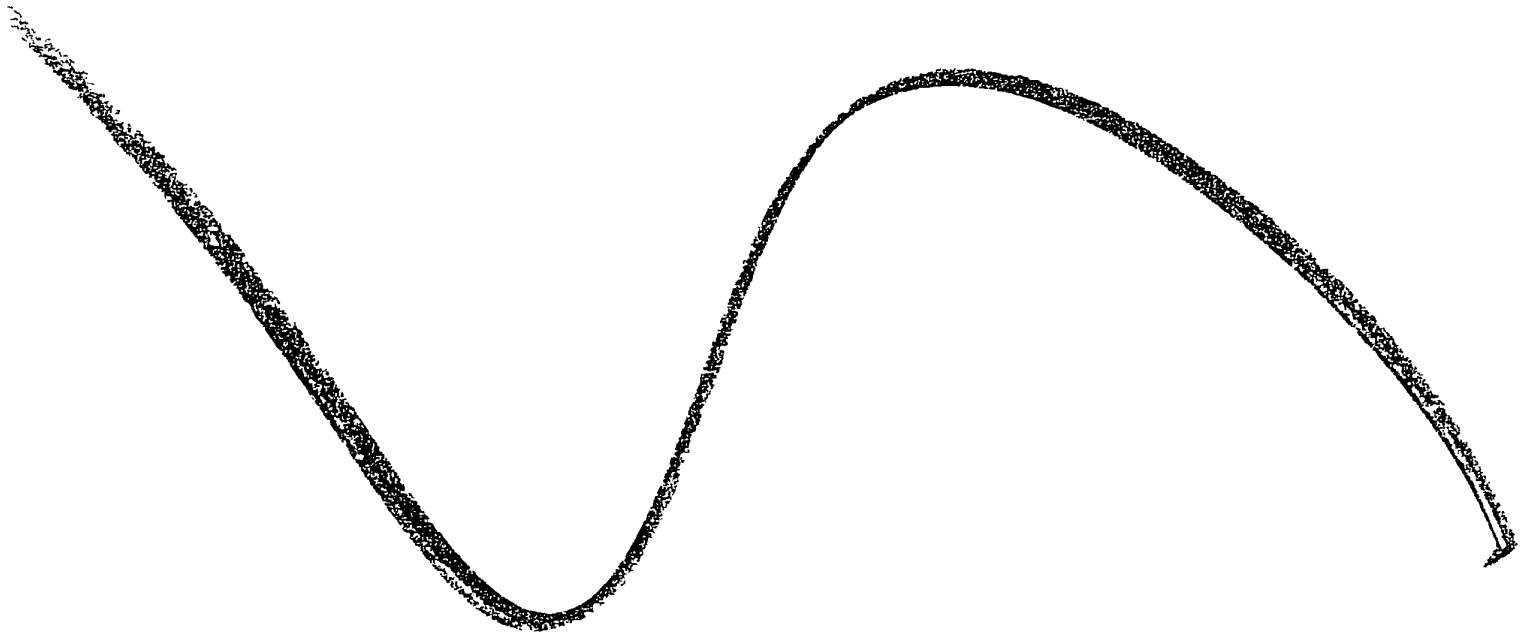
YYC DOB NUMBER

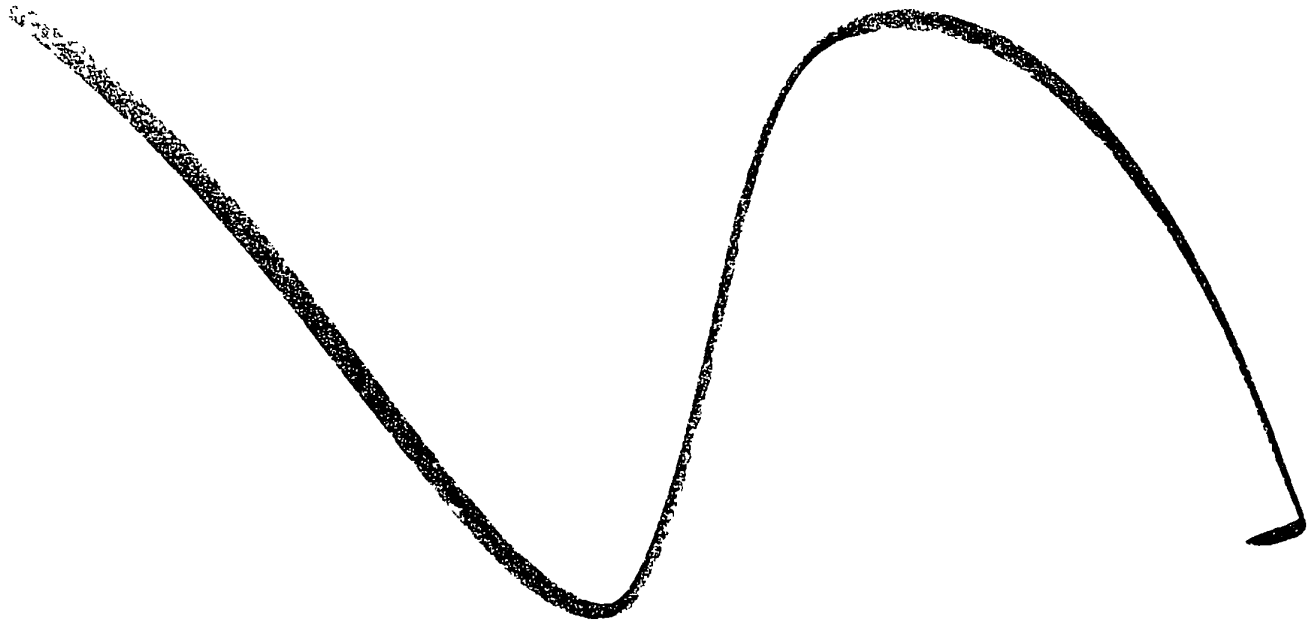


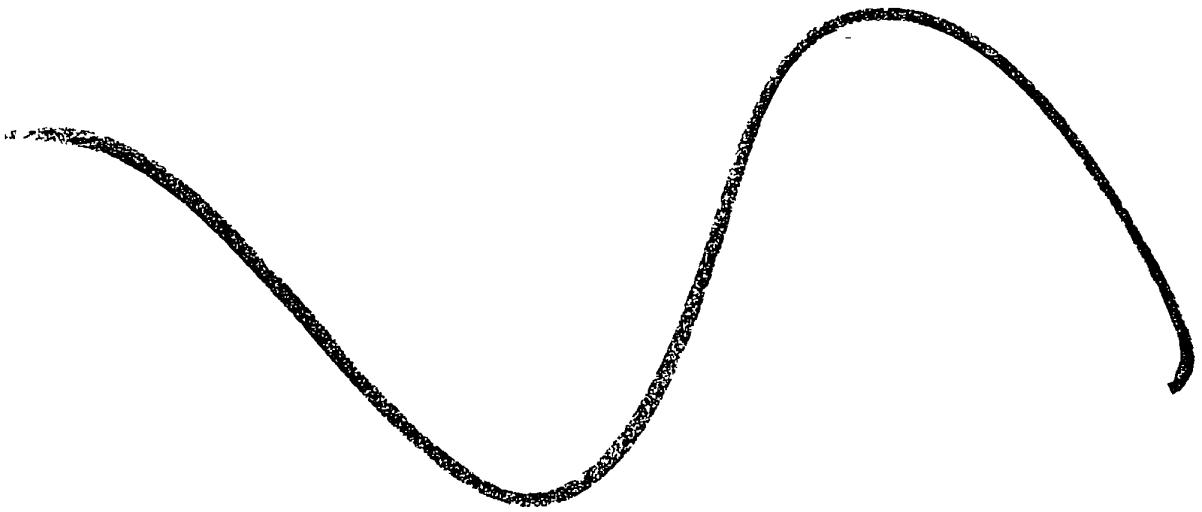


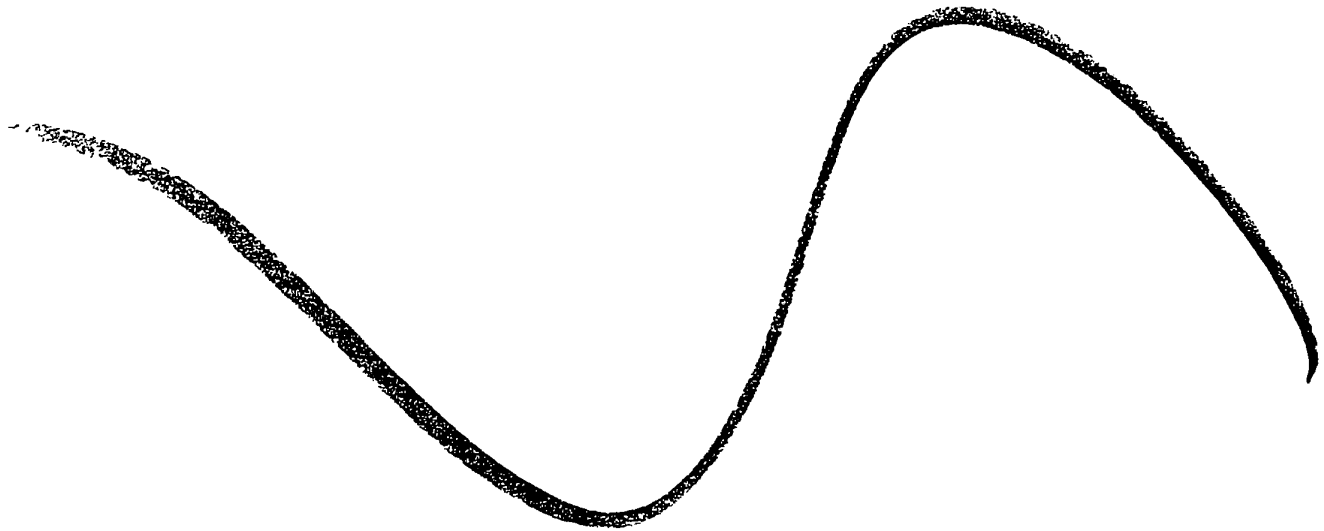


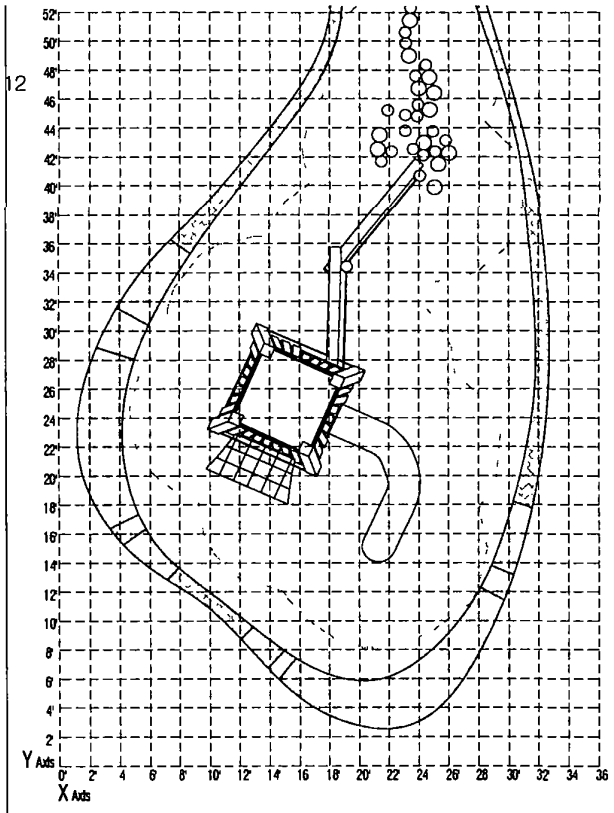












A-1 PLANTER A

1/8"=1'-0"

LEGEND

- B-2/B-3 / L-302 — DIMENSIONAL COMPOSITE SEAT ELEVATION 18"
- A1 / L-302 — C.I.P. CONCRETE HIGH CURB ELEVATION 15
- B-1 / L-302 — C.I.P. CONCRETE TRANSITION CURB ELEVATION VARIES
- C-1 / L-302 — C.I.P. CONCRETE LOW CURB ELEVATION 6

APPROVAL

DATE	SUBMISSIONS / REVISIONS
05-06 19	REVISED ULURP FILING SET
04 22 19	REVISED ULURP FILING SET

SHEET TITLE

PEDESTRIAN PLAZA PLAY AREA PART PLAN

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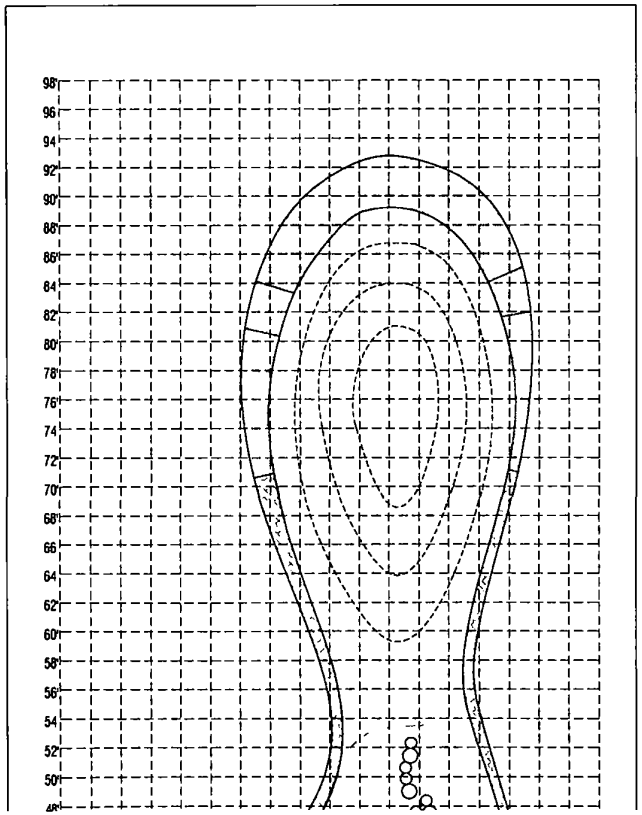
REGISTERED LANDSCAPE ARCHITECT · STEVEN B TUPU · LIC No 001769 · STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1832
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	13 OF 14

DRAWING NO

L-601

NYC DOB NUMBER



05-06 19 REVISED ULURP FILING SET

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ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012
TEL 212 537 6080

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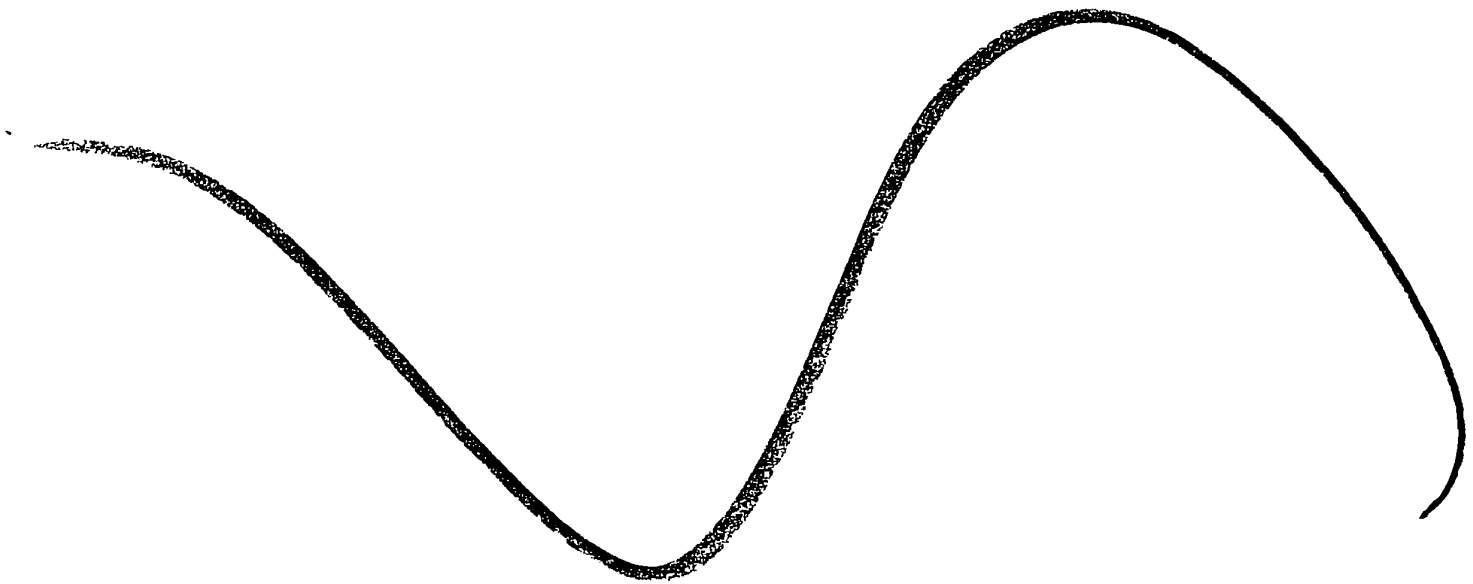
TEL 917 525-5669



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51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843 15842 & 15857 LOT 1 1 & 1

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2ND FLOOR
ROSLYN, NY 11576

STRUCTURAL ENGINEER

BROOKER ENGINEERING PLLC
74 LAFAYETTE AVENUE
SUFFERN N Y 10901
TEL 845 357.4411

MEP ENGINEER

ETTINGER ENGINEERING
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LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK N Y 10012

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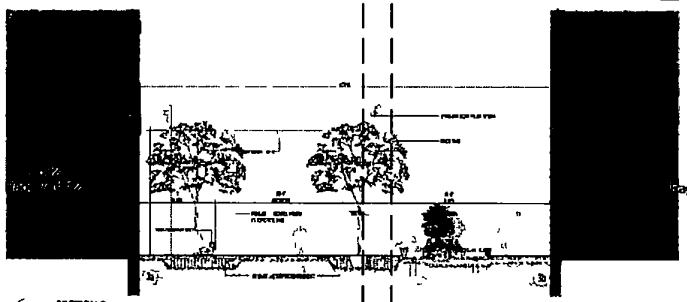

03 SECTION 3

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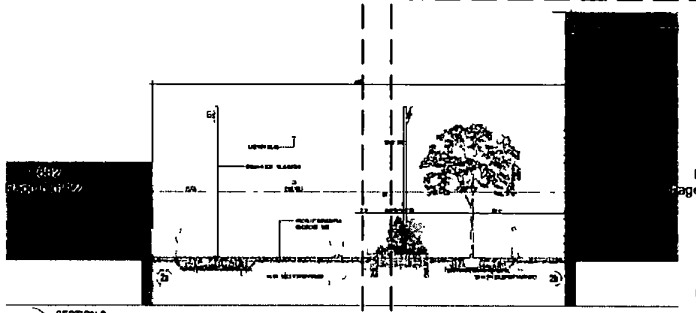

02 SECTION 2

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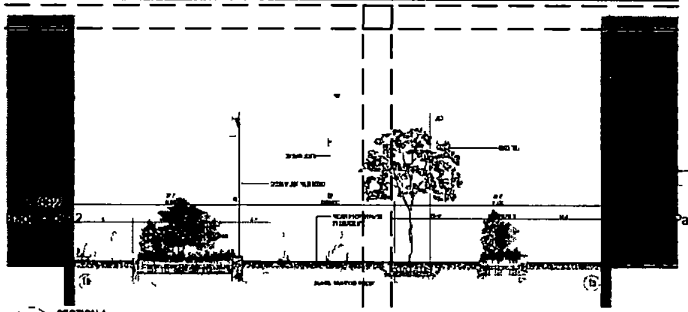
NOTES

KEY PLAN



APPROVAL

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01 SECTION 1

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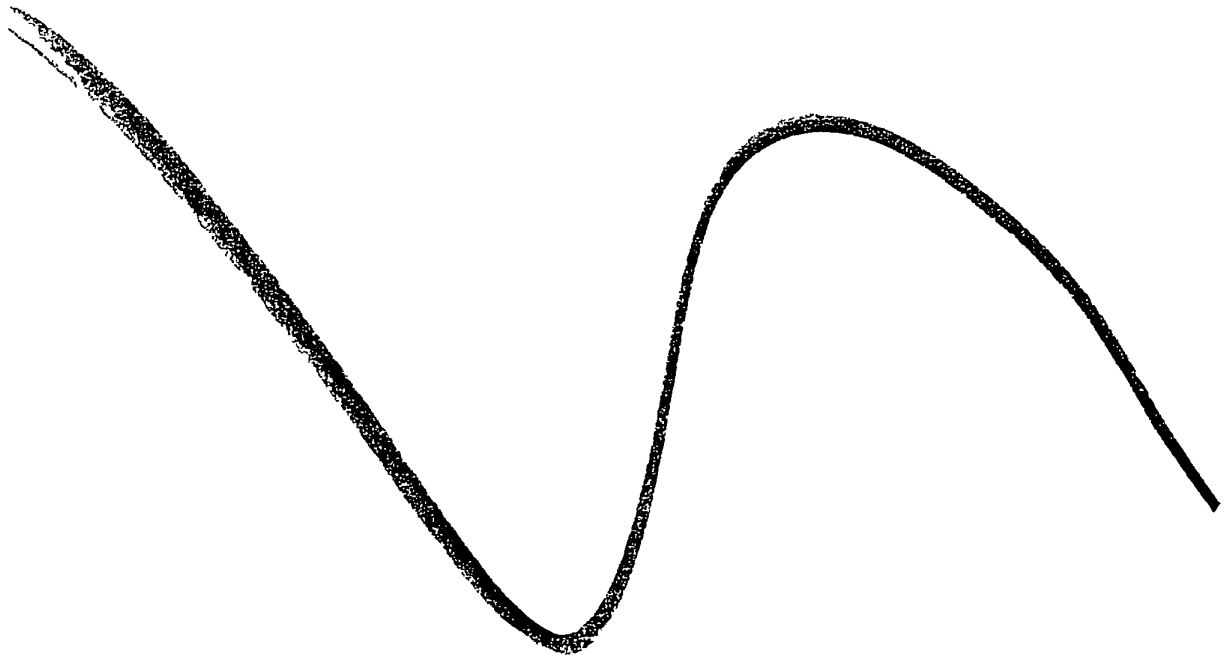
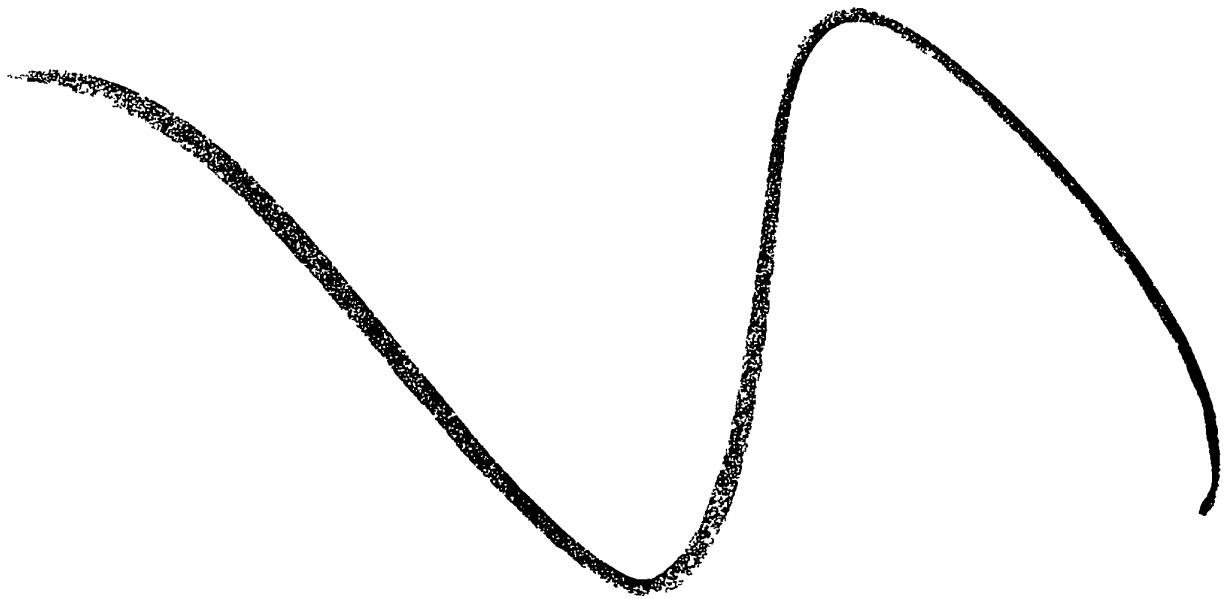
PROPOSED NEW DEVELOPMENT FOR
51-15 BEACH CHANNEL DRIVE
QUEENS NY 11691

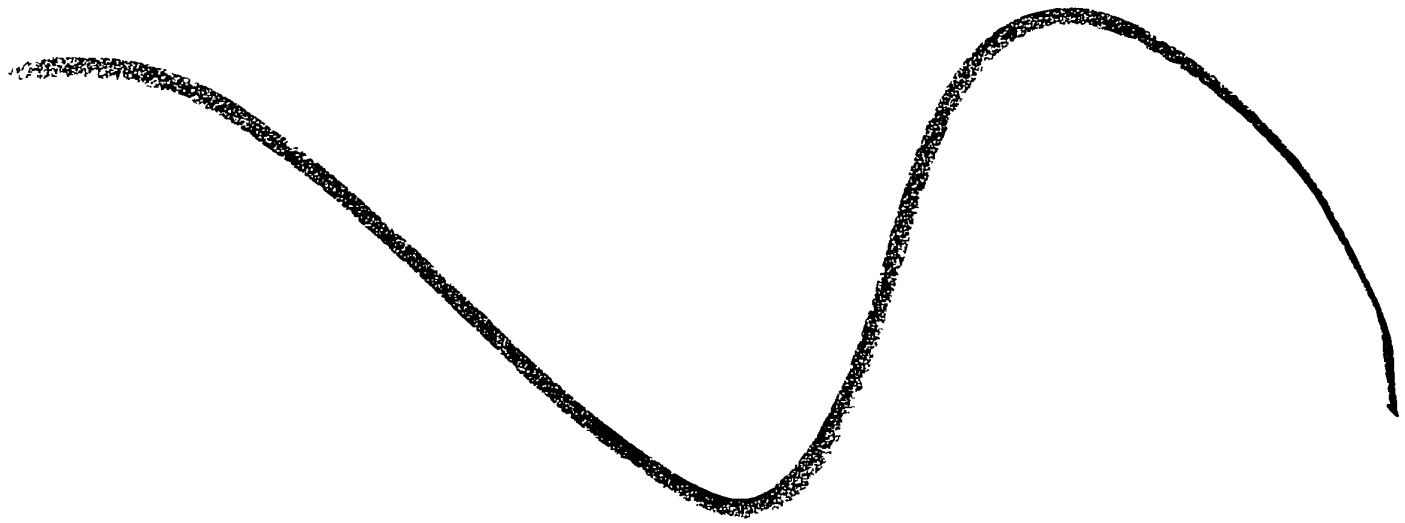
AUFGANG ARCHITECTS

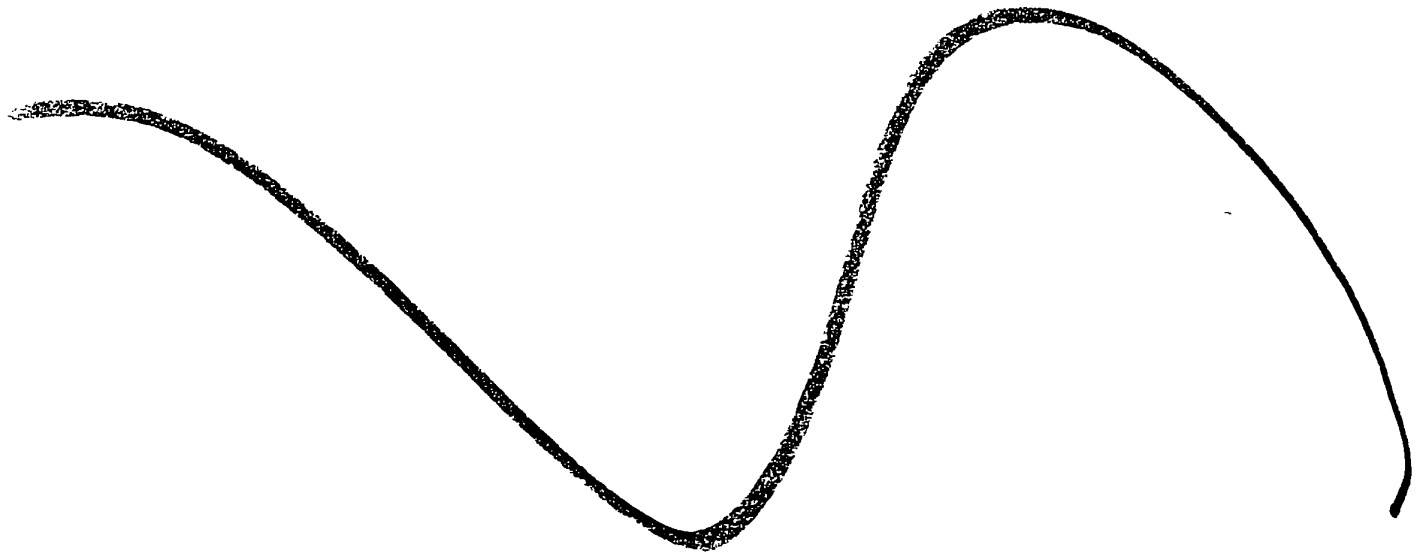
PEDESTRIAN PLAZA SECTIONS

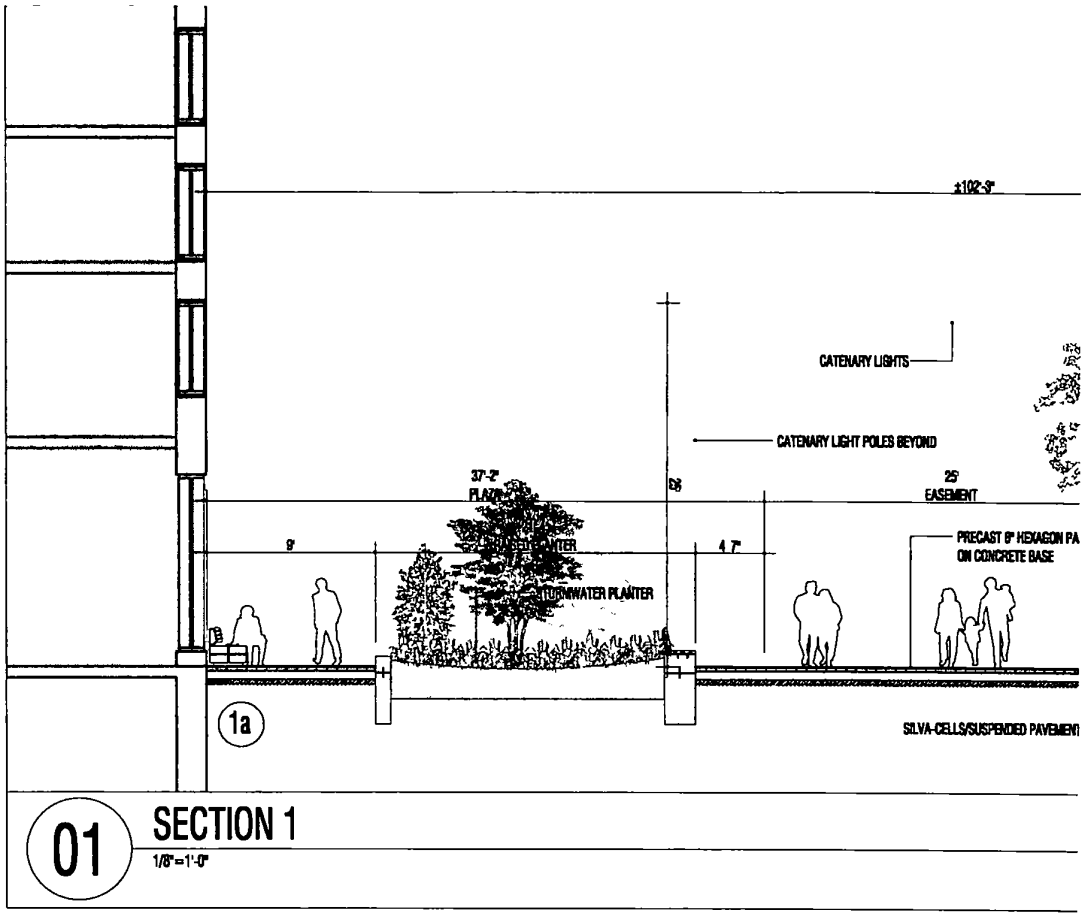
L-602











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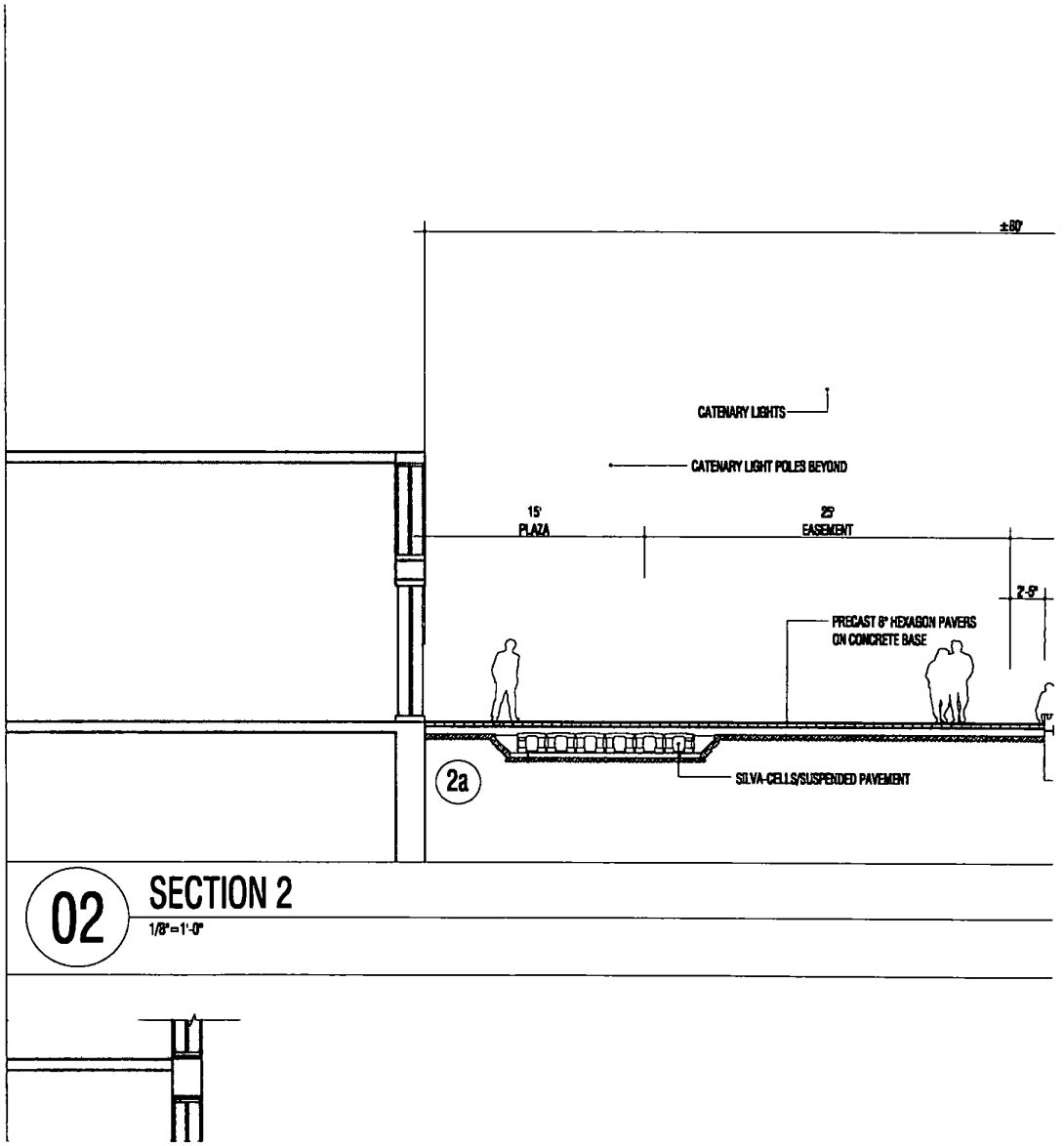

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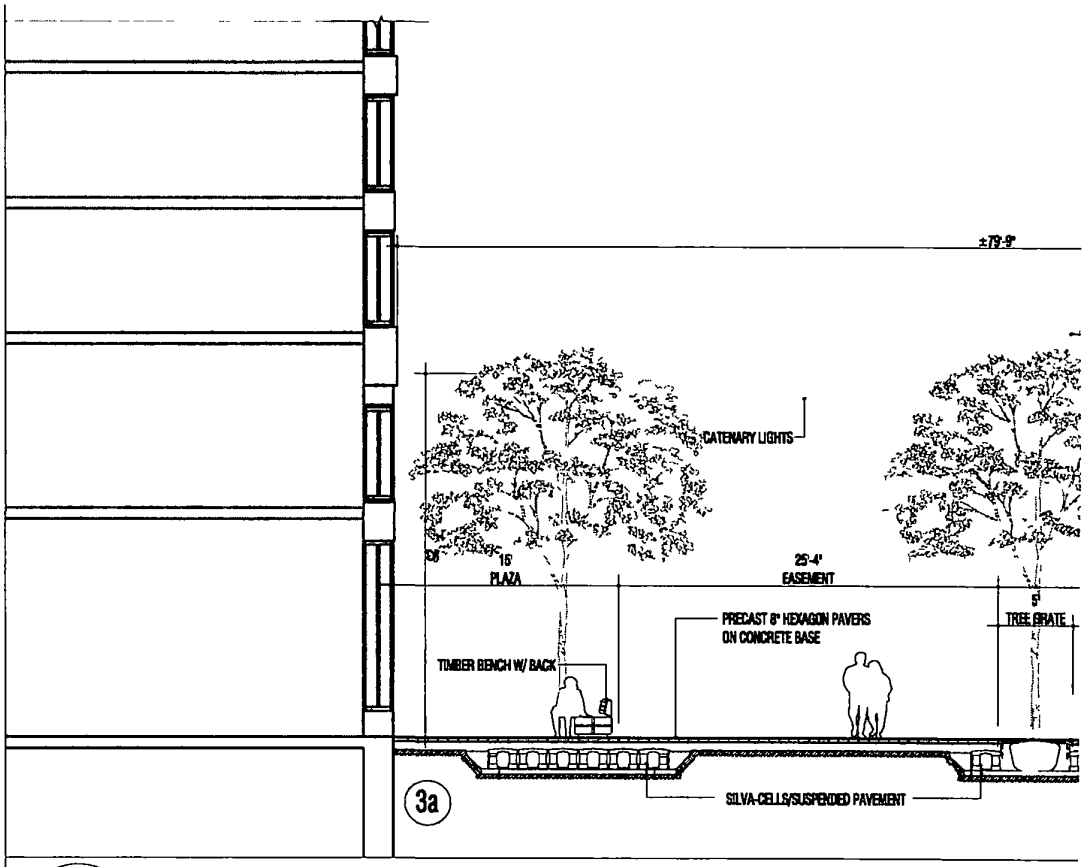

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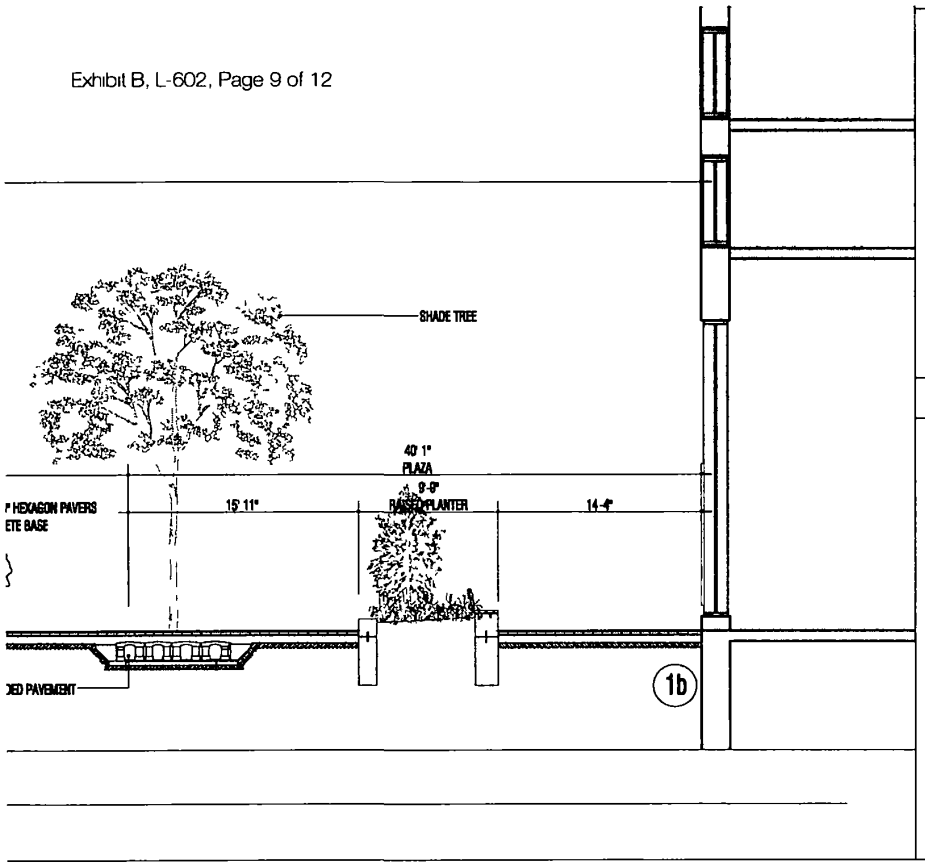

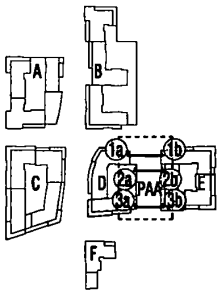

APPROVAL

05-06-19	REVISED ULURP FILING SET
04-22-19	REVISED ULURP FILING SET
DATE	SUBMISSIONS / REVISIONS

SHEET TITLE

PEDESTRIAN PLAZA SECTIONS

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SEAL & SIGNATURE

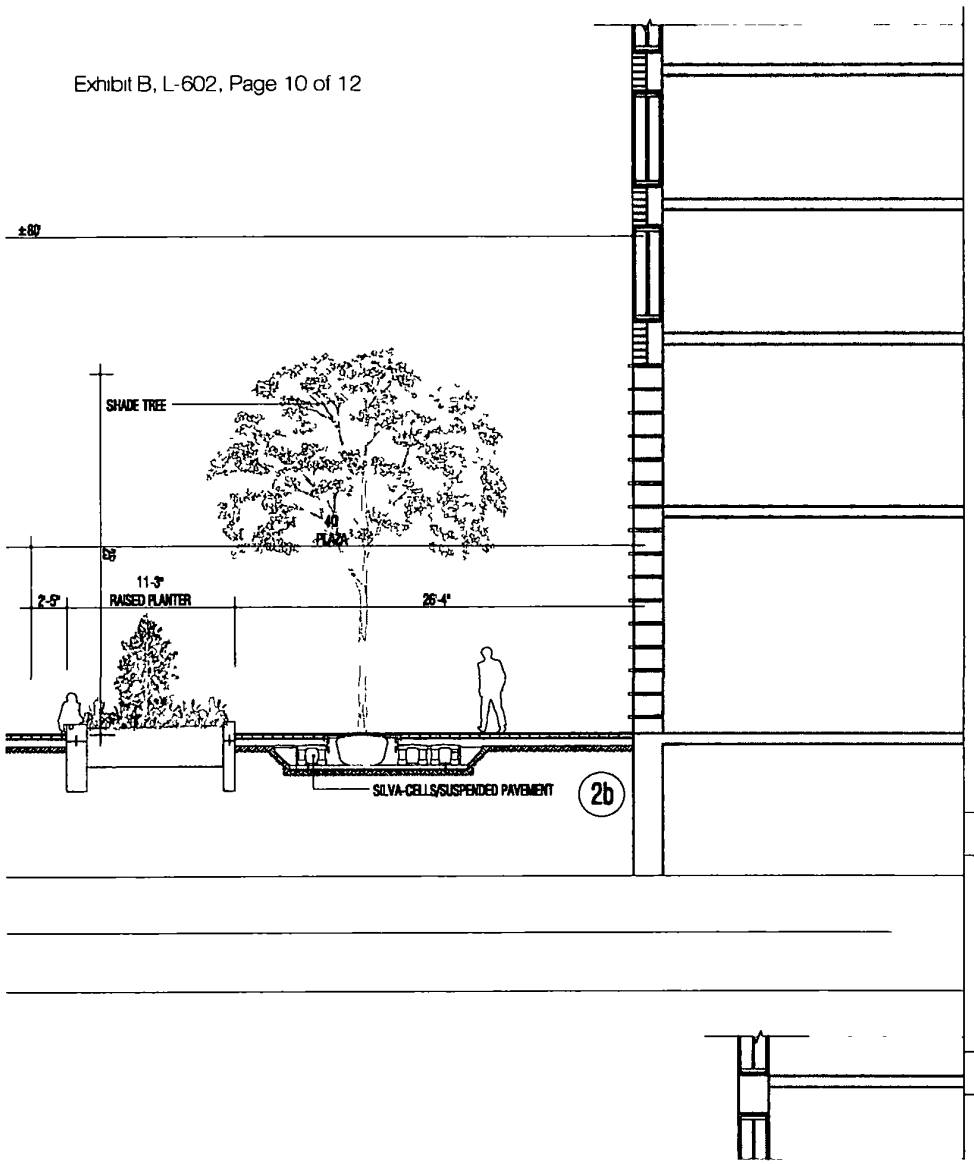
REGISTERED LANDSCAPE ARCHITECT
STEVEN B TUPU
Lic No 001789
STATE OF NEW YORK

ISSUE DATE	PROJECT NO
12-05-17	#1632
DRAWN BY	CHECKED BY
BG	ST
SCALE	SHEET NO
AS NOTED	14 OF 14

DRAWING NO

L-602

NYC DOB NUMBER

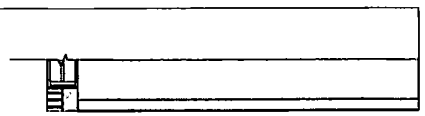


NOTES

1 REFER TO ARCHITECTURE DRAWINGS FOR ARCHITECTURAL DETAILS

KEY PLAN

05-06-19	REVISED ULURP FILING SET



PROPOSED NEW
DEVELOPMENT FOR:

51-15 BEACH CHANNEL DRIVE

QUEENS, NY 11691

BLOCK 15843, 15842, & 15857 LOT 1, 1, & 1

ARCHITECT

AUFGANG ARCHITECTS LLC
74 LAFAYETTE AVENUE
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IFGANG ARCHITECTS

DEVELOPER

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LANDSCAPE ARCHITECT

TERRAIN-NYC LANDSCAPE
ARCHITECTURE PC
203 LAFAYETTE STREET
NEW YORK, N Y 10012

EXHIBIT D

FORM OF NOTICE OF SUBSTANTIAL COMPLETION

[Letterhead of the Chair of the New York City Planning Commission]

[Date]

NOTICE OF SUBSTANTIAL COMPLETION

Re Block _____, Lot ____, Queens, New York, New York

Dear _____

This letter constitutes the Notice of Substantial Completion of the _____ pursuant to the Restrictive Declaration made by PENINSULA ROCKAWAY LIMITED PARTNERSHIP dated as of _____, _____ (the "Declaration")

By this notice, the undersigned, for the New York City Planning Commission, confirms that the [Street Network Phase or Publicly Accessible Open Space] (as defined in the Declaration) has been Substantially Completed (as defined in the Declaration) in accordance with all requirements of the Declaration

Yours very truly,

_____

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

EXHIBIT E

FORM OF NOTICE OF FINAL COMPLETION

[Letterhead of the Chair of the New York City Planning Commission]

[Date]

NOTICE OF FINAL COMPLETION

Re Block _____, Lot ____, Queens, New York, New York

Dear _____

This letter constitutes the Notice of Final Completion of the _____ pursuant to the Restrictive Declaration made by PENINSULA ROCKAWAY LIMITED PARTNERSHIP dated as of _____, _____ (the "Declaration")

By this notice, the undersigned, for the New York City Planning Commission, confirms that the [Street Network Phase or Publicly Accessible Open Space] (as defined in the Declaration) has been Substantially Completed (as defined in the Declaration) in accordance with all requirements of the Declaration

Yours very truly,

_____

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

Exhibit F-1
Project Components Related to the Environment

Construction Air Quality

- Measures to reduce pollutant emissions during construction of the Large-Scale Development Project will be in accordance with all applicable laws, regulations, and building codes The proposed emission reduction program will significantly reduce DPM emissions consistent with the goals of the currently best available control technologies under NYC Local Law 77, which are required only for publicly funded City projects To minimize pollutant emissions and ensure that construction of the Large-Scale Development Project, Declarant has committed to the following measures to reduce air pollutant emissions
  - **Diesel Equipment Reduction.** Minimize the use of diesel engines and maximize the use of electric engines where practical
  - **Utilization of Newer Equipment.** All nonroad construction equipment will meet EPA's Tier 4 or newer emissions standards for nonroad engines
  - **Best Available Tailpipe Reduction Technologies.** In the event nonroad construction equipment for the Proposed Project does not meet EPA Tier 4 or newer emissions standards, then best available tailpipe reduction technologies are to be utilized
    a Nonroad diesel engines with a power rating of 50 hp or greater and controlled truck fleets (i e , truck fleets under long-term contract, such as concrete mixing and pumping trucks) will utilize the best available tailpipe reduction technology for reducing diesel particulate matter (DPM) emissions, such as diesel particle filters (DPFs)
    b Construction contracts will specify that all diesel nonroad engines rated at 50 hp or greater will utilize DPFs, either installed on the engine by the original equipment manufacturer or a retrofit DPF verified by the EPA or the California Air Resources Board, and may include active DPFs, if necessary or other technology proven to achieve equivalent emissions reduction Stationary equipment will be fitted with devices to reduce NO_2
  - **Dust Control.** Fugitive dust control plans will be required as part of contract specifications
    a Truck exit areas will be established for washing off the wheels of all trucks that exit the construction site
    b Tracking pads will be established at construction exits to prevent dirt from being tracked onto roadways
    c Truck routes within the construction site will be either watered or, in cases where such routes will remain in the same place for an extended duration, the routes will be stabilized, covered with gravel, or temporarily paved to avoid the re-suspension of dust
    d All trucks hauling loose material will be equipped with tight fitting tailgates and their loads securely covered prior to leaving the sites T

e Vehicles on-site will be limited to a speed of five mph
f. Water sprays and or misting systems will be used for all excavation, and transfer of spoils to ensure that materials are dampened as necessary to avoid the suspension of dust into the air Loose materials will be watered, stabilized with a biodegradable suppressing agent, or covered. In addition, all necessary measures will be implemented to comply with the NYC Air Pollution Control Code regulating construction-related dust emissions
g Construction areas will be surrounded by perimeter fencing to contain fugitive dust emissions
h Fugitive dust during truck loading will be minimized through the use of screens to block the wind or by carrying out the loading when winds are less than 10 mph

- **Idle Times.** 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
- **Source Location** Stationary equipment will be located at least 50 feet away from nearby sensitive receptors (i e , residential buildings and publicly-accessible open spaces) and at least 30 feet away from sidewalks, to the extent practicable and feasible
- **Ultra-Low Sulfur Fuel.** All diesel engines used in construction will use ultra-low sulfur fuel (ULSD)
- **Construction Fencing.** Install a construction fence at least 8 feet high per the NYC Construction Code The fence between the Building B1 and B2 sites and the Peninsula Nursing Home will be at least 16 feet high

Construction Noise

- Path controls are placed between the equipment and the sensitive receptors to block noise The following path controls will be implemented to the extent feasible and practicable
  - Noise barriers shall be erected around the perimeter of the construction areas where construction activities are taking place to minimize construction noise consistent with reasonable construction procedures Noise barriers shall be a solid fence with a minimum height of 8 feet The fence between the Building B1 and B2 sites and the Peninsula Nursing Home will be at least 16 feet high incorporating a sound barrier matting attached to one side of it
  - Noisy equipment, such as cranes, concrete pumps, concrete trucks, and delivery trucks, will be located away from and shielded from sensitive receptors
  - Where feasible, truck deliveries will take place behind noise barriers

- Source controls reduce noise levels at the source of the noise The following general source controls will be implemented to the extent feasible and practicable
  - Equipment shall be properly installed, and quality mufflers must be installed and maintained

- Construction sites will be configured to minimize back-up alarm noise In addition, all trucks will not be allowed to idle more than three minutes per Title 24, Chapter 1, Subchapter 7, Section 24-163 of the NYC Administrative Code
- Equipment with noise levels quieter than typical noise levels generated by construction equipment will be used
- Table 1 below summarizes the construction equipment anticipated for use and the developer-committed source and path controls feasible for construction noise as well as construction plans and phasing that will reduce the potential impacts of noisy equipment These measures are in addition to the construction fencing described above under path controls

Table 1 PCREs for Construction Activities

Equipment	DEP & FHWA Typical L_{max} Noise Levels at 50 feet (dBA)	Developer-Committed Noise Levels at 50 feet (dBA) (Source Controls)
Stationary Equipment		
Concrete Pump	N L	82
Electric Hoist	N L	74 1
Manlift	85	75
Pile Rig	95	85
Mobile Equipment		
Bobcat	N L	75
Delivery Truck	N L	84
Excavators	85	77

Notes·
N L - not listed by DEP or in RCNM
Source NYC *CEQR Technical Manual* (2014) and *FHWA Roadway Construction Noise Model User's Guide* (January 2006), NYC Noise Code (2005)

EXHIBIT F-2: MITIGATION MEASURES

Transportation

Mitigation Measures Triggered at the End of Phase 1:

Traffic

- Intersection 3 (Rockaway Beach Boulevard & Beach 116th Street) Reallocate 1 second from NB/SB phase to EB/WB phase in Weekday AM, Weekday MD, Weekday PM peak hours
- Intersection 4 (Beach Channel Drive & Rockaway Freeway) Reallocate 4 seconds from NB phase to EB/WB phase in Weekday AM (intersection remains unmitigated), Weekday PM (intersection remains unmitigated), and Saturday MD peak hours, 2 seconds from NB phase to EB/WB phase in Weekday MD peak hour *Note the intersection will be partially mitigated during the Weekday AM and PM peak hours, as identified in Chapter 20, "Mitigation "*
- Intersection 5 (Beach Channel Drive & Beach 108th Street) Reallocate 3 seconds from NB phase to EB/WB phase in Weekday AM peak hour
- Intersection 26 (Beach Channel Drive and Beach 53rd Street) Signalize the intersection
- Intersection 42 (Rockaway Freeway and Seagirt Boulevard) Change signal offset in Weekday MD peak hour by 6 seconds
- Intersection 49 (Beach Channel Drive and Nameoke Avenue) Reallocate 3 seconds from EB phase to NB/SB phase in Weekday MD and Saturday MD peak hours, 4 seconds from EB phase to NB/SB phase in Weekday PM peak hour

Mitigation Measures Triggered at the End of Phase 2:

Traffic

- Intersection 7 (Rockaway Beach Boulevard and Beach 108th Street) Reallocate 4 seconds from NB/SB phase to EB/WB phase in Weekday AM peak hour
- Intersection 8 (Beach Channel Drive & Beach 92nd Street/Beach 94th Street) Reallocate 1 second from EB/WB phase to NEB (Cross Bay Bridge & Beach 94th Street)/WB phase in Weekday AM and Weekday MD peak hours, 2 seconds from EB/WB phase to NEB (Cross Bay Bridge & Beach 94th Street)/WB phase in Weekday PM and Saturday MD peak hours
- Intersection 23 (Arverne Boulevard and Beach 54th Street) Install "No Standing Anytime" parking regulation along the north curb of the WB approach between Beach 54th Street and Beach 53rd Street (intersection remains unmitigated during the Weekday MD and Weekday PM peak hours) *Note the intersection will be partially mitigated during the Weekday MD and PM peak hours, as identified in Chapter 20, "Mitigation "*
- Intersection 27 (Rockaway Beach Boulevard and Beach 53rd Street) Signalize the intersection Restripe the EB approach as one left-turn lane and one through lane Restripe the WB approach to align the EB and WB approaches and eliminate on-street parking along the north curb of the WB receiving lanes

Mitigation Measures Triggered at the End of Phase 3:

Traffic

- Intersection 13 (Beach Channel Drive & Beach 73rd Street) Restripe the EB approach to provide one left-turn/through lane and one through lane and eliminate on-street parking to provide one additional eastbound receiving lane Restripe the WB approach and eliminate on-street parking to provide one left-turn/through lane, and one through/right-turn lane and eliminate on-street parking to provide one additional westbound receiving lane Install "No Standing Anytime" parking regulations along the north curb of the WB approach (for approximately 170') and along the north curb of the WB receiving lanes between Beach 73rd and Beach 74th streets and between Beach 74th and Beach 75th streets (for approximately 120') Install "No Standing Anytime" parking regulations along the south curb of the EB receiving lanes (for approximately 125')
- Intersection 19 (Arverne Boulevard and Beach 59th Street) Restripe the WB approach to provide one left-turn turn bay, one through lane, and one parking lane Restripe the EB approach to provide a median to better align the EB and WB approaches Reallocate 1 second from SB phase to EB/WB phase in Weekday PM peak hour

Pedestrians

- Crosswalks
  South crosswalk at Beach 54th Street and Beach Channel Drive Crosswalk widen the crosswalk by six feet and relocate stop bar 10 feet from crosswalk

Mitigation Measures Triggered at the End of Phase 4:

Traffic

- Intersection 16 (Rockaway Beach Boulevard and Beach 62nd Street) Reallocate 4 seconds from EB phase to EB/WB phase in Weekday AM peak hour
- Intersection 20 (Rockaway Freeway and Beach 59th Street) Reallocate 2 seconds from SB phase to WB phase in Weekday MD peak hour, 1 second from SB phase to WB phase in Saturday MD peak hour
- Intersection 21 (Rockaway Beach Boulevard and Beach 59th Street) Reallocate 2 seconds from NB/SB phase to SB phase in Weekday MD peak hour to mitigate intersection 20, and 1 second from NB/SB phase to SB phase in Saturday MD peak hour to mitigate intersection 20. *Note intersection 21 will be unmitigable during all the peak hours, as identified in Chapter 20, "Mitigation "*
- Intersection 28 (Rockaway Beach Boulevard and Beach 52nd Street) Signalize the intersection Restripe the EB approach to one wider left-turn/through/right-turn lanes and one narrower parking lane

Traffic (Additional Intersections for Peak Construction in Phase 4)

- Intersection 15 (Beach Channel Drive and Beach 62nd Street) Reallocate 1 second from NB /SB phase to WB (Arverne Boulevard) phase in Weekday PM Saturday PM peak hours
- Intersection 24 (Rockaway Freeway and Beach 54th Street) Reallocate 2 seconds from NB/SB phase to EB/WB phase and 1 second from NB/SB phase to WB phase during the

Weekday PM peak hour to mitigate intersection 25 Reallocate 1 second from NB/SB phase to EB/WB phase and 1 second from NB/SB phase to WB phase during the Saturday PM peak hour to mitigate intersection 25

- Intersection 25 (Edgemere Avenue and Beach 54th Street) Reallocate 2 seconds from NB/SB phase to EB/WB phase and 1 second from NB/SB phase to SB phase during the Weekday PM peak hour to mitigate intersection 25 Reallocate 1 second from NB/SB phase to EB/WB phase and 1 second from NB/SB phase to SB phase during the Saturday PM peak hour to mitigate intersection 25
- Intersection 46 (Beach Channel Drive and Mott Avenue) Reallocate 1 second from EB/WB phase to NB/SB phase in Saturday PM peak hour
- Intersection 47 (Beach Channel Drive and Dix Avenue) Reallocate 1 second from EB/WB phase to NB/SB phase in Weekday PM and Saturday PM peak hours

Mitigation Measures Triggered at the Full Build-Out of the Proposed Project:

Traffic

- Intersection 44 (Rockaway Freeway and Cornaga Avenue) Reallocate 1 second from NB/SB phase to EB/WB phase in Weekday AM peak hour
- Intersection 48 (Beach Channel Drive and Birdsall Avenue) Reallocate 1 second from EB/WB phase to NB/SB phase in Weekday AM peak hour, 3 seconds from EB/WB phase to NB/SB phase in Weekday PM peak hour.
- Intersection 50 (Beach Channel Drive and Hassock Street) Reallocate 1 second from EB/WB phase to NB/SB phase in Weekday AM peak hour

Pedestrians

- Sidewalks
  North sidewalk on the west leg of Beach 56th Street and Arverne Boulevard pave one section of unpaved sidewalk (grass) with concrete

Operational Air Quality

The maximum predicted $PM_{2.5}$ concentrations at the Rockaway Beach Boulevard/Beach 54th Street/Beach 53rd Street is predicted to exceed NAAQS and result in a significant adverse air quality impact Therefore, a traffic mitigation measure to signalize Rockaway Beach Boulevard/Beach 53rd Street intersection location will be required Signalization of this intersection is necessary to provide gaps for vehicles traveling southbound on Beach 53rd Street due to the high pedestrian volumes expected on the north crosswalk

Construction Noise

- The following additional path controls will be implemented as mitigation to the extent feasible and practicable portable noise barriers, panels, curtains, enclosures, and acoustical tents The required construction and materials for these measures are as shown in Chapter 28 of NYCDEP's Citywide Construction Noise Mitigation Where practicable and feasible, noise curtains and equipment enclosures will be placed around the noisy equipment shown in Table 1 to provide an STC of 30 (a 5 dBA insertion loss) or greater of noise shielding to sensitive receptor locations

Table 1: Construction Path Controls

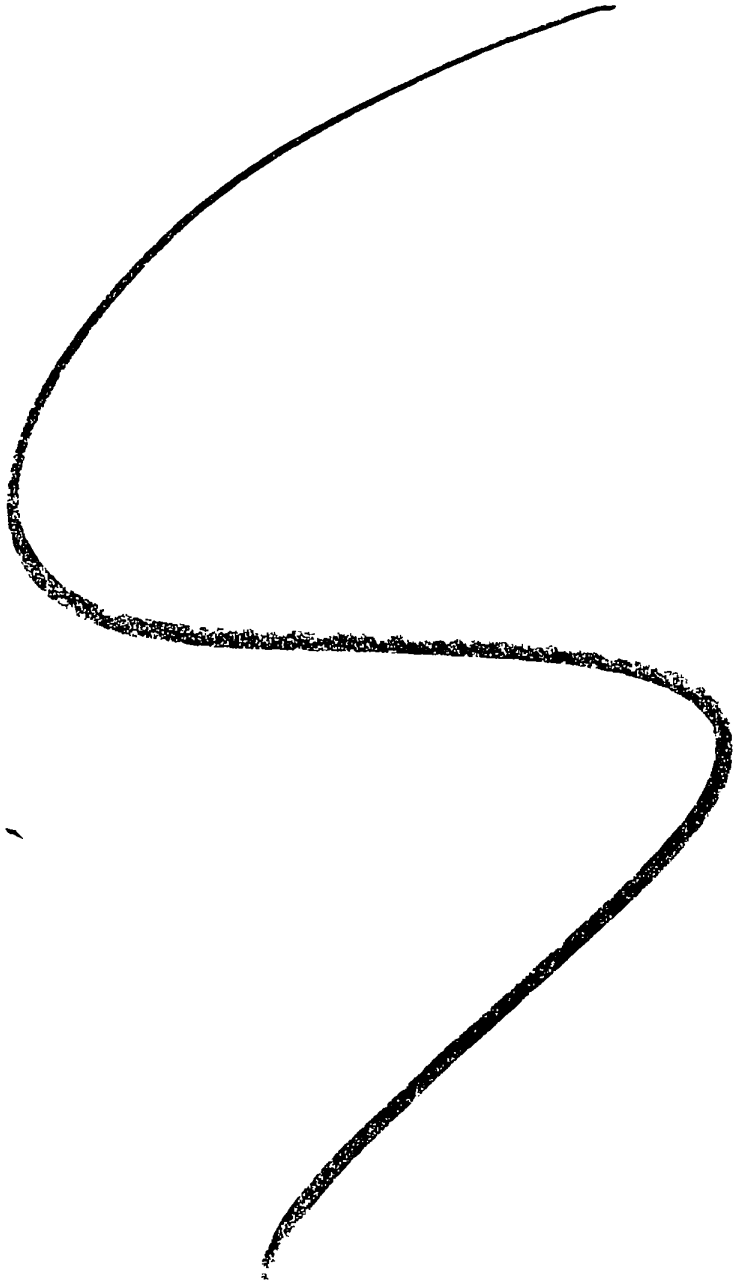
Equipment	DEP & FHWA Typical L_{max} Noise Levels at 50 feet (dBA)	Developer-Committed Noise Levels at 50 feet (dBA) (Source Controls)	Developer-Committed Path Controls and Construction Practices
Air Compressor (< 350 cfm)	75-80	67	Portable enclosure, position so noise levels at sensitive receptors < 75 dBA
Bobcat	N L	75	Source control
Chain Saws	85	75	Portable enclosure
Circular Saws	76	76	Portable enclosure
Crane Manitowoc 999	85	77	Portable enclosure
Cut-Off Saw	N L	76	Source control
Electric Hoist	N L	74 1	Source control
Excavators	85	77	Source control
Drum Mixer	80	76	Portable enclosure
Generators	70-82	68	Portable enclosure
Manlift	85	75	Source control
Jackhammer	85	85	Portable enclosure
Mortar Mixer	N L	85	Portable enclosure
Pile Rig	95	85	Source control
Pumps (Grout)	77	77	Portable enclosure
Rebar Bending Machine	80	80	Portable enclosure

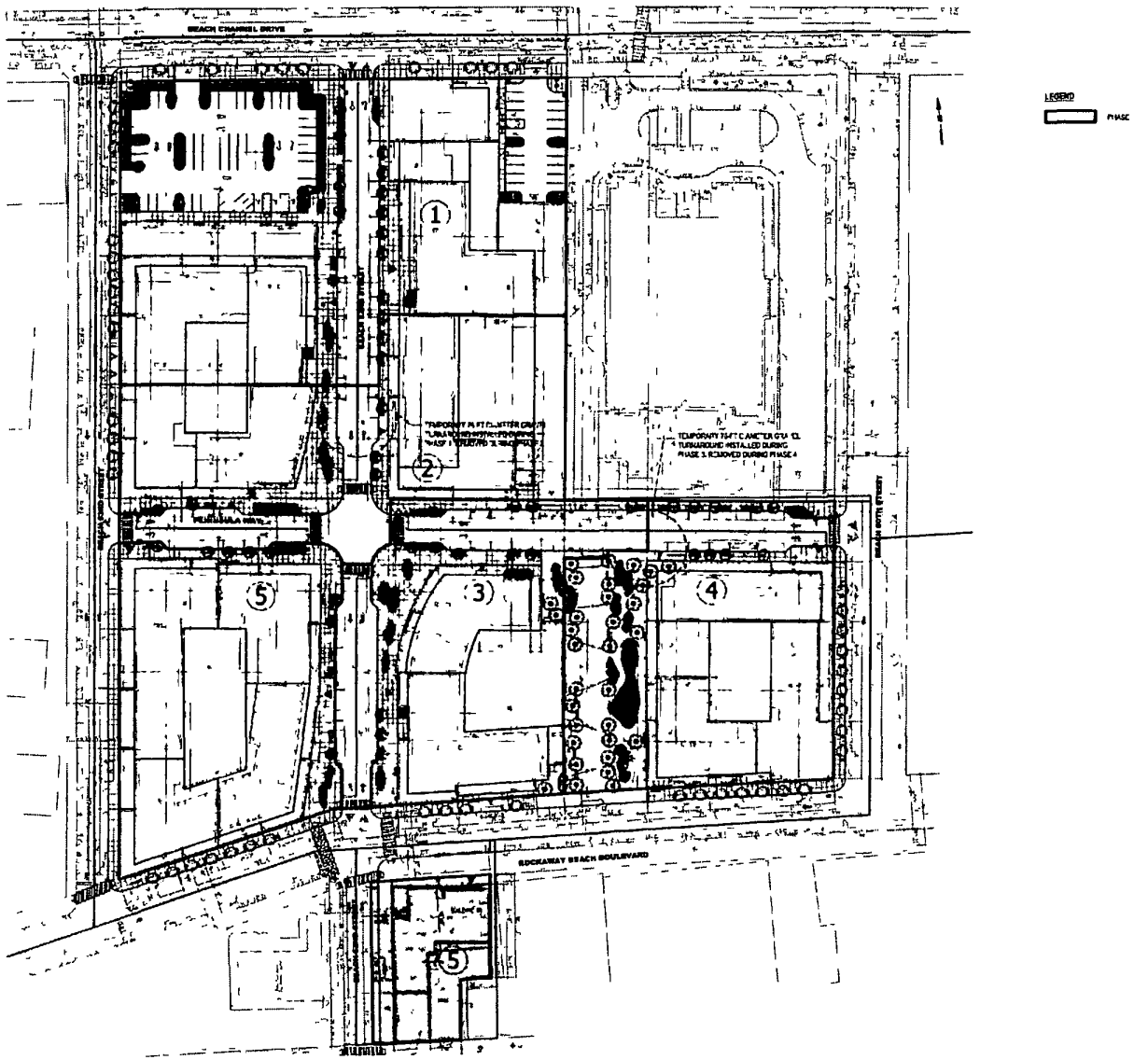
Notes:
N L – not listed by DEP or in RCNM
Source NYC *CEQR Technical Manual* (2014) and *FHWA Roadway Construction Noise Model User's Guide* (January 2006), NYC Noise Code (2005)

EXHIBIT G

Project Phasing Diagram

[Attached]




BEACH CHANNEL DRIVE
ROCKAWAY BEACH BOULEVARD
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2
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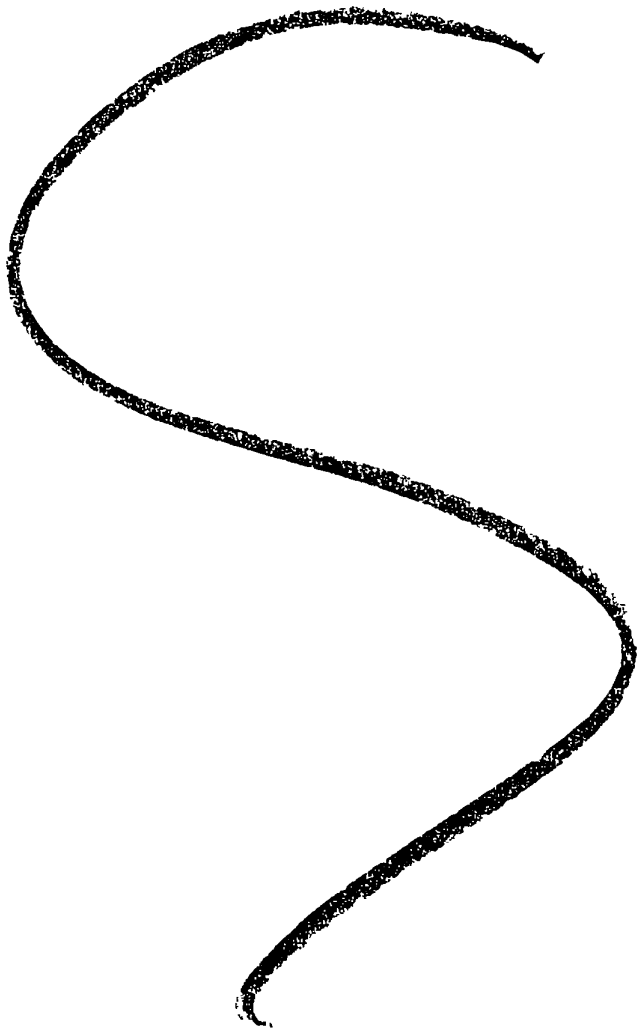
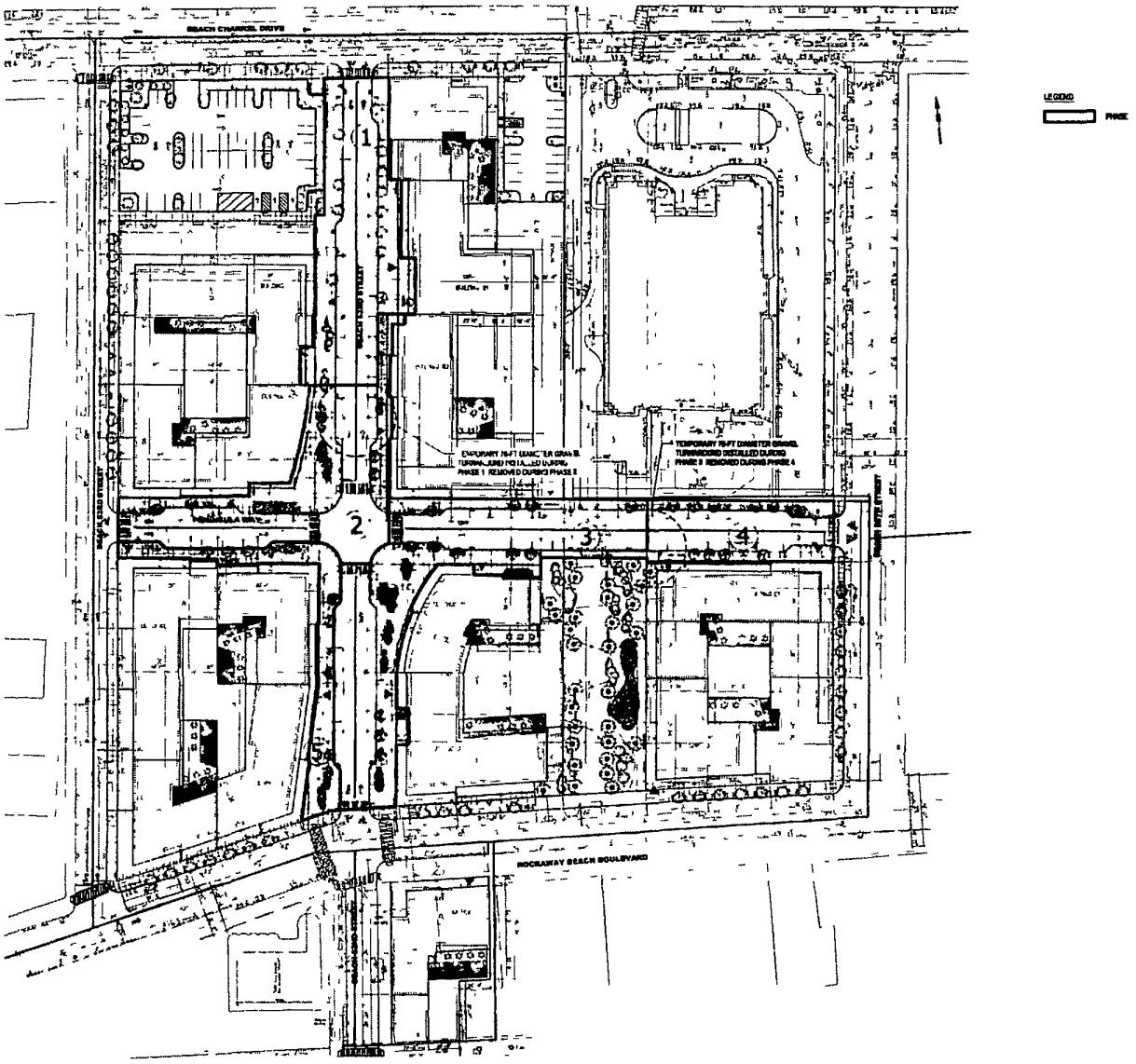
LEGEND
PHASE

EXHIBIT H

Private Street Network Temporary and Permanent Design Drawings

[Attached]




BEACH CHANNEL DRIVE
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ROCKAWAY BEACH BOULEVARD
LEGEND
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