NYC DEPARTMENT OF FINANCE
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RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 51**

Document ID: 2026070600805001 Document Date: 07-06-2026 Preparation Date: 07-09-2026
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PRESENTER:
BELLROW TITLE AGENCY, LLC (TITLE#)
125 PARK AVENUE, SUTE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@BELLROWTITLE.COM

RETURN TO:
BELLROW TITLE AGENCY, LLC (TITLE#)
125 PARK AVENUE, SUTE 1610
NEW YORK, NY 10017
212-376-0900
lrivera@BELLROWTITLE.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	641	4	Entire Lot	35-50 38 STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
QUEENS	641	9	Entire Lot	35-01 37 STREET

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:
KAUFMAN BEDROCK ASTORIA I LLC
C/O BEDROCK REAL ESTATE PARTNERS LLC, 501
5TH AVENUE, SUITE 1803
NEW YORK, NY 10017

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:	$	293.00
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 07-09-2026 16:28
City Register File No.(CRFN): **2026000192956**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 51**

Document ID: 2026070600805001 Document Date: 07-06-2026 Preparation Date: 07-09-2026
Document Type: DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
QUEENS	641	51	Entire Lot		35-30 38 STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
QUEENS	668	5	Entire Lot		35-18 STEINWAY STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot		Unit	Address
QUEENS	668	6	Entire Lot		35-10 STEINWAY STREET

Property Type: COMMERCIAL REAL ESTATE

NOTICE OF RESTRICTIONS

THIS NOTICE OF RESTRICTIONS, made as of the 6th day of July, 2026, by Kaufman BedRock Astoria I LLC, a New York limited liability company, having an address at c/o BedRock Real Estate Partners LLC, 501 5th Avenue, Suite 1803, New York, NY 10017, Attn: Jay Martin and Tracey Appelbaum (the "**Declarant**").

WHEREAS, Declarant is the owner in fee of certain real property located in the Borough and County of Queens, City and State of New York, identified on the Tax Map of the City of New York, County of Queens ("**Tax Map**") as Block 641, Lots 4, 9, and 51 ("**Zoning Lot A – Under Declarant Control**"), and is the contract vendee of certain real property located in the Borough and County of Queens, City and State of New York, identified on the Tax Map as Block 668, Lots 5 and 6 ("**Zoning Lot B**"), as more particularly described in Exhibit A attached hereto (collectively, the **"Subject Property**"); and

WHEREAS, the Subject Property and other property located in the Borough and County of Queens, City and State of New York, identified on the Tax Map as Block 641, Lots 1, 52, and 56 ("**Zoning Lot A – Not Under Declarant Control**"), Block 669, Lots 13, 16, and 36 ("**Zoning Lot C**"), Block 670, Lots 4, 8, 20, 27, 30, and 47 ("**Zoning Lot D**"), and Block 671, Lots 1, 8, 12, 20, and 23 ("**Zoning Lot E**") (all collectively, the "**Proposed LSGD**") were the subject of a series of land use approvals in 2022, including (1) a zoning map amendment pursuant to Application No. C 220364 ZMQ, (2) a zoning text amendment pursuant to Application No. N 220367 ZRQ, (3) a ZR Section 74-743 special permit pursuant to Application No. C 220366 ZSQ, (4) a ZR Section 74-744(c) special permit pursuant to Application No. C 220368 ZSQ, (5) a ZR Section 74-745(a) special permit pursuant to Application No. C 220365 ZSQ, (6) a ZR Section 74-745(b) special permit pursuant to Application No. C 220369 ZSQ (the foregoing special permits in (3), (4), (5), and (6) collectively referred to as the "**Large-Scale Special Permits**"), and (7) a ZR Section 74-922 special permit pursuant to Application Nos. C 220371 ZSQ (Block B), C 220373 ZSQ (Block D), and C 220374 ZSQ (Block E) (collectively, the "**Land Use Approvals**");

WHEREAS, the aforementioned zoning map amendment affected the entirety of Blocks 641, 668, 669, 670, and 671;

WHEREAS, the Land Use Approvals were approved, with modifications, by the New York City Planning Commission (the "**CPC**" or "**Commission**") on September 21, 2022 and by the New York City Council on November 21, 2022;

WHEREAS, the Land Use Approvals were the subject of environmental review set forth in the Final Environmental Impact Statement for City Environmental Quality Review Application No. 21DCP180Q (the "**FEIS**") that identified certain requirements as project components related to the environment ("**PCRE**") and for mitigation of significant adverse environmental impacts (collectively, the "**Original Mitigation Measures**");

WHEREAS, a restrictive declaration, the form of which is attached to the City Planning Commission reports for the Land Use Approvals, was executed by the Declarant and other

owners of properties comprising the Proposed LSGD (the "**Proposed LSGD Owners**") as of September 12, 2022 and proposed to be recorded against the Proposed LSGD (the "**Restrictive Declaration**");

WHEREAS, the Proposed LSGD is not in common ownership, rendering development in accordance with the Large-Scale Special Permits and Original Mitigation Measures infeasible;

WHEREAS, the Declarant, along with the Proposed LSGD Owners or their successors in interest (collectively hereinafter referred to as the "**Other Developers**"), wishes to surrender the Large-Scale Special Permits;

WHEREAS, for the avoidance of doubt, the special permit authorizing retail uses greater than 10,000 square feet of floor area on certain zoning lots within the Subject Property (C 220371 ZSQ, the "**Block B Retail Special Permit**") is applicable outside of the Large-Scale Special Permits and is not being surrendered;

WHEREAS, as indicated in the CPC report and City Council resolutions for the Block B Retail Special Permit, development pursuant to such special permit is allowed only after the Restrictive Declaration is recorded;

WHEREAS, paragraph (4)(i)(ii) of the Restrictive Declaration allows modifications to PCRE or Mitigation Measures where the Department of City Planning ("**DCP**") determines that the relevant PCRE or Mitigation Measure should not apply or could be modified, provided that Declarant records a notice of such change against the Subject Property;

WHEREAS, in consultation with DCP, Declarant has submitted a request to DCP pursuant to paragraph 4(i)(ii) of the Restrictive Declaration to propose a revised set of requirements for mitigation that are specific to the Subject Property and that would be set forth in this Notice of Restrictions, in lieu of the requirement to record the Restrictive Declaration or comply with the Original Mitigation Measures (the "**Modified Mitigation Measures**");

WHEREAS, this Notice of Restrictions, which incorporates many underlying provisions of the Restrictive Declaration, is intended to supersede and replace the Restrictive Declaration, and accordingly all provisions of the Restrictive Declaration shall be of no further force or effect with respect to the Subject Property; and

WHEREAS, the terms of this Notice of Restrictions and the Modified Mitigation Measures set forth herein shall apply only to the Subject Property and not to any other portion of the Proposed LSGD.

NOW THEREFORE, Declarant gives this Notice to the City of New York and future owners and to every party having any right, title, or interest in the Subject Property and their respective heirs, successors, and assigns, as follows:

1. Defined Terms. The following definitions shall apply to this Notice of Restrictions:

a. "**Proportionate Share**" shall mean, with respect to a particular building, the ratio, expressed as a percentage, of the floor area of such building to the total floor area permitted within the Proposed LSGD, as calculated pursuant to the zoning regulations in effect as of the date hereof, and not as calculated in connection with the Land Use Approvals, as set forth in Exhibit B attached hereto.

b. "**Proportionate Contribution(s)**" means each contributing party's financial contribution to the costs of an applicable mitigation measure, calculated based on such contributing party's Proportionate Share of the overall development potential within the Proposed LSGD as agreed upon among Declarant and the Other Developers.

c. "**Legal Requirements**" shall mean all applicable laws, statutes and ordinances, and all orders, rules, regulations, interpretations, directives and requirements, of any federal, state, city or municipal entity, agency, public benefit corporation, public authority, quasi-public agency or authority having jurisdiction over the Subject Property.

2. Modified Mitigation Measures. The Modified Mitigation Measures, which shall apply only to the Subject Property, are as set forth below:

a. Early Childhood Programs: The FEIS identified that with the Land Use Approvals, publicly financed early childhood programs in the study area boundary identified in the FEIS, and as shown on Exhibit C attached hereto (the "**Child Care Study Area**"), are predicted to operate over capacity, and the FEIS proposed mitigation measures for such impact. To satisfy the mitigation measures for the early childhood program, Declarant shall perform the following measures (the "**Early Childhood Mitigation Measures**"):

i. ECE Escrow: An interest-bearing account ("**ECE Escrow**") shall be established and maintained pursuant to an escrow agreement among the Declarant and Other Developers providing early childhood programs on their properties, and an escrow agent reasonably acceptable to DCP. The ECE Escrow is intended to function as a pooled mitigation funding account and shall be permitted to receive deposits from Declarant and the applicable Other Developers toward satisfaction of the ECE Seat Need (defined herein). The funds deposited in the ECE Escrow (including interest) shall be used towards mitigation of the early childhood program impact within the Child Care Study Area, identified in the FEIS as seventy-nine (79) early childhood education seats (the "**ECE Seat Need**").

ii. Contribution Amount: Declarant shall be required to contribute in an amount equal to Declarant's Proportionate Contribution toward the ECE Seat Need (the "**Escrow Contribution Amount**"). For purposes

hereof, the Escrow Contribution Amount shall be equal to $2,957,412.73.

iii. Contribution Timing; Building Permit Acceptance: Declarant shall pay the Escrow Contribution Amount into the ECE Escrow in three installments, as follows: (x) twenty-five percent (25%) prior to the receipt of the first building permit for the B1 Building (as hereinafter defined); (y) twenty-five percent (25%) prior to the receipt of the first building permit for the B2 Building (as hereinafter defined); and (z) fifty percent (50%) prior to the receipt of the first building permit for the A1 Building (as hereinafter defined). Within ten (10) business days after payment of Declarant's Escrow Contribution Amount to the ECE Escrow for receipt of a building permit, the Chair of the City Planning Commission (the "**Chair**") shall issue a certification (the "**Notice of ECE Escrow Payment**"), substantially in the form attached hereto as Exhibit D, to Declarant and DOB certifying that Declarant's Escrow Contribution Amount has been deposited in the ECE Escrow and that Declarant may accept a TCO from DOB for the building in respect of which such payment was required.

iv. Declarant's compliance with this Section shall be deemed satisfaction of the Early Childhood Mitigation Measures with respect to the Subject Property.

b. Libraries: The FEIS identified that with the Land Use Approvals, an increase in usage of the Broadway Branch and Long Island City Branch of the Queens Public Library ("**QPL**") could result in an impact on library services. To satisfy the mitigation measures for the QPL, Declarant shall perform the following measures (the "**QPL Mitigation Measures**"):

i. Contribution Amount: Declarant shall be required to contribute in an amount equal to the Declarant's Proportionate Share of the QPL Mitigation Measures (the "QPL Contribution Amount"). Declarant and Other Developers' aggregate financial obligation for such mitigation shall not exceed Two Million Dollars ($2,000,000).

ii. Contribution Timing; Building Permit Acceptance: Declarant shall pay the QPL Contribution Amount directly to QPL, with notice to DCP, prior to accepting a TCO for the later of (x) the A2/A3 Building (as hereinafter defined), or (y) the B2 Building (as hereinafter defined). Within ten (10) business days after payment of Declarant's QPL Contribution Amount to the QPL for receipt of TCO, the Chair of the City Planning Commission shall issue a certification (the "**Notice of QPL Payment**"), substantially in the form attached hereto as Exhibit E, to Declarant and DOB certifying that Declarant's QPL Contribution

Amount has been paid to QPL and that Declarant may accept a TCO from DOB.

iii. Declarant's compliance with this Section shall be deemed satisfaction of the QPL Mitigation Measures with respect to the Subject Property.

c. Active Open Space: The FEIS identified that with the Land Use Approvals, there would be a decrease in the active open space ratio above 1 percent in an area lacking in open space, which is above the CEQR Technical Manual guidance threshold. As a Modified Mitigation Measure, the Declarant shall provide additional space, which shall contain active uses (the "**Active Open Spaces**").

i. Active Open Spaces Parameters: The Active Open Spaces shall have an aggregate area of at least 15,000 square feet and shall be provided in two parts: (x) approximately 4,200 square feet located on Zoning Lot B (the "**ZL-B Active Open Space**"), and (y) approximately 10,800 square feet located on Zoning Lot A – Under Declarant Control (the "**ZL-A Active Open Space**"). The Active Open Spaces shall provide active uses to be selected by Declarant in consultation with the Department of Parks and Recreation ("**DPR**").

ii. Design Development. Declarant shall notify DPR of an intent to proceed with each Active Open Space no later than eighteen (18) months prior to accepting a new building permit for the second residential building on Zoning Lot B or a residential building on Zoning Lot A – Under Declarant Control, as applicable. In both cases, DPR shall enter into an Open Space Design Development Agreement with Declarant, which shall lay out the process and schedule for confirming the scope of work and preparing construction drawings for the respective Active Open Space (the "**Design Submission**"). DPR shall review the Design Submissions and shall approve or disapprove the same by written notice to Declarant no later than thirty (30) calendar days after delivery to DPR. No separate approval of DCP or the Chair shall be required. DPR shall approve any Design Submission that is consistent and not less extensive in scope than the drawings of the Active Open Space approved in connection with the Land Use Approvals. If DPR disapproves of, or cannot adequately evaluate, a particular feature or element of a Design Submission, then DPR shall set forth in detail the reasons for such disapproval, indicate why DPR was not able to adequately evaluate the particular Design Submission feature or element, or identify items that were not addressed in the Design Submission that should be addressed in Declarant's next required Design Submission (the "**Design Submission Report**"). Declarant shall thereafter submit a revised Design Submission responsive to DPR's Design Submission Report and, upon receipt

thereof, DPR shall approve or disapprove all revised Design Submissions within fifteen (15) calendar days after receipt thereof. DPR may approve a Design Submission with recommendations for modifications (the "**City Recommendations**") and Declarant shall incorporate the City Recommendations in revised construction drawings unless Declarant submits to DPR a written explanation of why it believes that such modifications are not consistent with, or are more extensive in scope than, the drawings approved in connection with the Land Use Approvals, would unreasonably increase the cost of construction of the Active Open Spaces, or are otherwise not in conformity with this Notice of Restrictions. DPR shall, within fifteen (15) calendar days after receipt of a revised Design Submission incorporating the City Recommendations in a manner satisfactory to DPR, approve such Design Submission, or if Declarant's written explanation or revised Design Submission is not satisfactory, disapprove such Design Submission and issue a Design Submission Report. If DPR fails to respond to any submission by Declarant within the time periods set forth in this Section, Declarant shall send a reminder notice requesting DPR's approval within seven (7) days of receipt of such reminder notice. If DPR fails to respond within such second seven (7) day notice period, then provided that such reminder notices have been sent to DPR, DPR shall be deemed to have approved such Design Submission, including all of the construction drawings which comprise such Design Submission. As used herein, the "**Plan**" shall mean the Design Submission as finally approved (or deemed approved) by DPR in accordance with this Section 2(c)(ii), as the same may be amended from time to time in accordance with this Notice of Restrictions.

iii. Other Developer Obligations; Cost Recoupment: DCP shall include enforceable provisions requiring the payment of Proportionate Contributions toward the operating expenses of the Active Open Spaces and the capital improvement costs of the ZL-B Active Open Space within each notice of restrictions (or comparable recorded instrument) recorded by the Other Developers unless such Other Developers are required via their respective notice of restrictions to provide active open space. Declarant shall have the right to seek recoupment of the operating expenses of the Active Open Spaces and the capital improvement costs of the ZL-B Active Open Space from the Other Developers pursuant to such recorded instruments. Such operating expenses shall be reimbursed pursuant to a separate agreement between Declarant and the Other Developers or through a Property Owners' Association established by Declarant and the Other Developers. Such capital improvement costs shall be reimbursed pursuant to an escrow agreement among Declarant and the Other Developers.

iv. TCO Conditions and Escrow Requirements: Declarant shall not accept any TCO for any residential units on (x) the second building on Zoning Lot B (the "**B2 Building**") until the Chair, in consultation with DPR, has determined and notified Declarant and the New York City Department of Buildings ("**DOB**") that the ZL-B Active Open Space is Substantially Complete, or (y) Zoning Lot A – Under Declarant Control until the Chair, in consultation with DPR, has determined and notified Declarant and DOB that the ZL-A Active Open Space is Substantially Complete, except as otherwise provided in Section 2(c)(iv)(1) below. For the avoidance of doubt, Declarant may accept a TCO for (a) the first building on Zoning Lot B (containing up to 65% of the residential floor area permitted on Zoning Lot B; the "**B1 Building**"), and (b) a building on Zoning Lot A – Under Declarant Control that contains a movie theater and other non-residential uses and does not contain residential units prior to Substantial Completion of the ZL-A Active Open Space, in either case without any additional payment or other conditions.

1. Building A1 AOS Escrow: Notwithstanding the foregoing, Declarant may accept residential TCOs for a building containing a movie theater and residential floor area utilizing up to forty-five percent (45%) of the permitted residential floor area on Zoning Lot A – Under Declarant Control (the "**A1 Building**") upon depositing One Million Dollars ($1,000,000) into an interest-bearing escrow account (the "**A1 AOS Escrow**") established and maintained pursuant to an escrow agreement among the Declarant, DCP, and an escrow agent reasonably acceptable to DCP, as security for the completion of the portion of the ZL-A Active Open Space attributable to the A1 Building, equal to 2,386 square feet (the "**A1 Building AOS**"). In the event that the A1 Building AOS has not been Substantially Completed, Declarant shall deposit into the A1 AOS Escrow an additional Five Hundred Thousand Dollars ($500,000) on each of the first, second, third, and fourth anniversaries of Declarant's acceptance of the first TCO for the A1 Building (the "**A1 Building TCO**"). Notwithstanding the foregoing, if Declarant has commenced construction of the A1 Building AOS, Declarant's obligation to make the anniversary deposits described in the immediately preceding sentence shall be tolled for as long as Declarant is using diligent efforts to Substantially Complete the A1 Building AOS. If Declarant fails to Substantially Complete the A1 Building AOS within five (5) years after acceptance of the A1 Building TCO, any anniversary deposits that have not been made as a result of any tolling shall become immediately due and payable and DPR

shall be entitled to draw down the entire balance of the A1 AOS Escrow (together with any interest accrued thereon) for use by DPR for park or open space improvements or other purposes as DPR shall determine in its sole discretion, and upon such draw down, Declarant shall have no further obligation to construct the A1 Building AOS. If Declarant Substantially Completes the A1 Building AOS within the time periods set forth herein, the A1 AOS Escrow (together with any interest accrued thereon) shall be returned to Declarant upon Substantial Completion of the ZL-A Active Open Space.

2. Building A2 and A3 TCOs: Declarant shall not accept any TCO for residential units in any building on Zoning Lot A – Under Declarant Control utilizing the remaining fifty-five percent (55%) of the permitted residential floor area thereon (each, an "**A2/A3 Building**") until (x) the Chair, in consultation with DPR, has determined and notified Declarant and DOB that the ZL-A Active Open Space is Substantially Complete and (y) if owed, the payments required in Section 2(c)(iv)(1) have been deposited; provided, however, that if Declarant's obligation to construct the A1 Building AOS has been extinguished pursuant to the draw down of the A1 AOS Escrow by DPR in accordance with Section 2(c)(iv)(1) above, then the condition to Declarant's acceptance of a TCO for an A2/A3 Building shall be the Substantial Completion of the ZL-A Active Open Space exclusive of the A1 Building AOS.

For the avoidance of doubt, Declarant's obligation to Substantially Complete or Finally Complete the ZL-A Active Open Space shall not be contingent upon or conditioned on the Substantial Completion or Final Completion of the ZL-B Active Open Space, and Declarant's obligation to Substantially Complete or Finally Complete the ZL-B Active Open Space shall not be contingent upon or conditioned on the Substantial Completion or Final Completion of the ZL-A Active Open Space. Each Active Open Space shall be completed independently in accordance with the applicable requirements set forth in this Section 2(c).

v. Substantial Completion: The procedures for certification of Substantial Completion of the Active Open Spaces are as follows:

1. *Notification.* Declarant shall notify the Chair and the Commissioner of DPR at such time as it believes that the Active Open Space is Substantially Complete and shall request that the Chair issue a certification (the "**Notice of Substantial Completion**") to Declarant and DOB certifying the Substantial

Completion of the Active Open Space in substantial accordance with the Plan.

2. *Initial Review.* Not later than twenty (20) calendar days of its receipt of the notification set forth above (the "**Substantial Completion Initial Review Period**"), the Chair shall either (A) issue the Notice of Substantial Completion, or (B) deliver to Declarant written notice setting forth in detail the reasons why the Active Open Space is not Substantially Complete and the items which need to be completed in order to determine that the Active Open Space is Substantially Complete. If the Chair notifies the Declarant that the Active Open Space is not Substantially Complete in substantial accordance with the Plan, such notice shall contain a detailed statement of the reasons for withholding the Notice of Substantial Completion in the form of a "punch list" of items remaining to be completed or to be satisfactorily performed (the "**Punch List**"). The Punch List shall not include items which, pursuant to the definition of Substantial Completion herein, are not required to be completed to achieve Substantial Completion.

3. *Subsequent Review.* Upon performing the work specified in the Punch List for the Active Open Space, Declarant shall notify the Chair of such completion. Not later than twenty (20) calendar days following receipt of such notice (the "**Substantial Completion Subsequent Review Period**"), the Chair shall either (A) issue the Notice of Substantial Completion, or (B) notify Declarant in writing of any Punch List items for the Active Open Space that have not been completed or satisfactorily performed. This process shall continue until the Chair has issued the Notice of Substantial Completion.

4. Notwithstanding anything to the contrary set forth above, if, within the Substantial Completion Initial Review Period, or the Substantial Completion Subsequent Review Period, as applicable, the Chair fails to provide the Notice of Substantial Completion for the Active Open Space, or fails to notify the Declarant in writing of any Punch List items for the Active Open Space which have not been completed or satisfactorily performed, then the Chair shall be deemed to have issued the Notice of Substantial Completion, and Declarant may accept a Temporary Certificate of Occupancy from DOB.

5. Substantial Completion or Substantially Complete shall mean that the Active Open Space has been constructed substantially

in accordance with the Plan as the 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. The Active Open Space shall 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.

6. In the event that Declarant is unable to Substantially Complete the Active Open Space by the time the (x) B2 Building or (y) the first residential building on Zoning Lot A – Under Declarant Control for which Declarant is required to achieve Substantial Completion of the Active Open Space prior to accepting a TCO pursuant to this Section 2(c)(iv) (excluding any building for which Declarant is permitted to accept a TCO without any additional payments or conditions pursuant to Section 2(c)(iv)(1) and any building for which Declarant is permitted to accept a TCO upon depositing additional funds into the A1 AOS Escrow pursuant to Section 2(c)(iv)(1)) (such building, the "**TCO Building**") is ready to accept a temporary certificate of occupancy, as a result of a Force Majeure Event (hereinafter defined), 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 Chair shall, within ten (10) business 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 Chair 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 Chair shall grant Declarant appropriate relief for such delay, including certifying in writing to the DOB that the Chair has no objection to the issuance of a temporary certificate of occupancy for all or part of the TCO Building. 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. As a condition of granting such relief, the Chair 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 Active Open Space is Substantially Completed. Such security shall be in a sum equal to 150% of the cost of the remaining work in order to Finally Complete the Active Open Space. 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; 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.

7. A "**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 Notice of Restrictions; (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 for the Land Use Approvals or to the underlying sections of the Zoning Resolution; (xiv) pandemic or epidemic, and any state of emergency (whether federal, state or municipal) declared as a result of such pandemic or epidemic; or (xv) any other condition similar to the foregoing which are beyond Declarant's control.

vi. Final Completion. Declarant shall not accept a Permanent Certificate of Occupancy from DOB for either TCO Building until the Chair, in consultation with DPR, has determined and notified Declarant and

DOB that the TCO Building's respective Active Open Space is Finally Complete (defined herein).

1. *Notification.* Declarant shall notify the Chair at such time as it believes that the Active Open Space is Finally Complete and shall request that the Chair issue a certification to Declarant and DOB certifying the Final Completion of the Active Open Space in accordance with the Plan.

2. *Initial Review.* Not later than twenty (20) calendar days of its receipt of the notification set forth in above (the "**Final Completion Initial Review Period**"), the Chair shall either (A) issue the Notice of Final Completion, or (B) deliver to Declarant written notice setting forth in detail the reasons why the Active Open Space is not Finally Complete and the items which need to be completed in order to determine that the Active Open Space is Finally Complete. If the Chair notifies the Declarant that the Active Open Space is not Finally Complete in accordance with the Plan, such notice shall contain a detailed statement of the reasons for withholding the Notice of Final Completion in the form of a Punch List.

3. *Subsequent Review.* Upon performing the work specified in the Punch List for the Active Open Space, Declarant shall notify the Chair of such completion. Not later than twenty (20) calendar days following receipt of such notice (the "**Final Completion Subsequent Review Period**"), the Chair shall either (A) issue the Notice of Final Completion, or (B) notify Declarant in writing of any Punch List items that have not been completed or satisfactorily performed. This process shall continue until the Chair has issued the Notice of Final Completion.

4. Notwithstanding anything to the contrary set forth above, if, within the Final Completion Initial Review Period, or the Final Completion Subsequent Review Period, as applicable, the Chair fails to provide the Notice of Final Completion for the Active Open Space, or fails to notify the Declarant in writing of any Punch List items which have not been completed or satisfactorily performed, then the Chair shall be deemed to have issued the Notice of Final Completion, and Declarant may accept a Permanent Certificate of Occupancy from DOB for the TCO Building**.**

5. "Final Completion" or "Finally Complete" shall mean the completion of all relevant items of work, including any Punch

List or other items that remained to be completed after Substantial Completion.

vii. Publicly Accessible Easement and Hours of Access

1. Declarant covenants that, immediately upon the issuance of the Notice of Substantial Completion for the Active Open Space, it (as the burdened party) shall grant, convey and transfer to the City and the general public (as the benefited party) a permanent, perpetual, non-exclusive public access easement over and encompassing the Active Open Space, unobstructed from the surface thereof to the sky (subject to any subsequent amendment or modification thereto approved in accordance with this Notice of Restrictions) (the "Publicly Accessible Easement"), for the purpose of (i) recreational use by the general public and (ii) access for fire, police and other emergency services. Such easement (i) shall be effectuated without the necessity for recording a separate instrument and (ii) upon such issuance of the Notice of Substantial Completion for the Active Open Space, shall be prior in interest to any property interest on the property where the Active Open Space is located, or any portion thereof that is recorded after the date of this Notice of Restrictions.

2. Declarant shall use commercially reasonable efforts to ensure that no member of the general public uses any portion of the Active Open Space for any activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to the Subject Property or any person.

3. The Active Open Space shall be open to the public between the hours of 6 A.M. to 10 P.M. daily.

4. Declarant shall have the right, but not the obligation, to establish rules and regulations governing public use of, and behavior in, the Active Open Space. Declarant shall operate the Active Open Space in substantial conformity with the DPR Rules and Regulations (56 RCNY §1-01 et seq.) unless and until it establishes rules and regulations of its own for use of the Active Open Space at which time it shall notify DCP and DPR of the same. Prior to implementation of Declarant's proposed rules and regulations, DCP and DPR shall have fifteen (15) business days from receipt of such notice to review and confirm whether the proposed rules and regulations are

consistent with those of other similar privately-owned publicly accessible spaces in the City. If DCP and DPR do not respond within this timeframe, Declarant may proceed with its proposed rules and regulations.

5. With the approval of the Chair in consultation with DPR, Declarant may close the Active Open Space or portions thereof for periods as may be reasonably necessary: (i) to accomplish maintenance and repairs or replacements, (ii) during construction or maintenance of buildings surrounding the Active Open Space for the purposes of safety and security, logistics and public safety, (iii) to make emergency repairs to mitigate hazardous conditions, and (iv) to address other emergency conditions. For reasons (i) and (ii) above the Declarant shall notify the Chair and the Commissioner of DPR of such closure no less than seven (7) business 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 Active Open Space. For reasons (iii) and (iv) above Declarant shall notify the Chair 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 Chair 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 Active Open Space may be closed, pursuant to (iii) and (iv) 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 Active Open Space.

6. Notwithstanding the foregoing, Declarant may close the Active Open Space one day in each calendar year, other than a Saturday, Sunday, or legal holiday, to avoid public dedication.

viii. Maintenance and Operation. Declarant shall provide or, in Declarant's sole discretion, cause to be provided, all services required for the maintenance and repair of the Active Open Space in accordance with standards set forth in the then current edition of the Parks Inspection Program Manual or any successor program thereto, as and when reasonably needed to preserve the Active Open Space and the

amenities contained therein neat, clean and in good working order and condition as set forth below:

1. Cleaning.

    a. Trash shall be collected regularly. Litter and other obstructions shall be removed as needed.

    b. Walkways and paths shall be cleaned and cleared as needed and maintained in good condition.

    c. Appropriate measures shall be taken to control rodents and pigeons.

    d. Graffiti shall be promptly removed or painted over.

    e. Drains, sewers and catch basins shall be cleaned regularly to prevent clogging.

    f. Snow shall be promptly removed from walkways, and fallen branches and trees shall be removed promptly.

2. Landscape and Feature Maintenance.

    a. Appropriate maintenance for planted areas shall be undertaken, including: pruning, trimming, and weeding; removal and replacement of plants, branches and trees that are dead or blighted; wrapping of trees, shrubs, and other plants as necessary to ensure adequate winter protection, and subsequent removal come springtime; replanting, reseeding and fertilizing as needed; mowing of grass and watering of plantings as needed.

    b. Adequate lighting levels shall be maintained, and lighting equipment shall be repaired or replaced as necessary.

3. Repairs and Replacements. Repairs and replacements of features in the Active Open Space and/or any portion thereof shall occur as needed to maintain the Active Open Space in a state of good repair. All repairs and replacements shall occur promptly and in substantial compliance with the Plan. Repairs shall include, but are not limited to, the following items:

a. Seating: All seating shall be repaired and repainted as necessary, including replacement of any moveable seating that has been removed.

b. Walls or Other Barriers: Any broken or cracked walls, fences or other barriers shall be repaired or replaced.

c. Paving: All paved surfaces shall be maintained in a safe and attractive condition.

d. Painting: All painted items shall be repainted and rust or other extraneous matter removed as needed.

e. Signage: All signs shall be maintained in good condition and cleaned or replaced if vandalized.

f. Construction Defects and Hazardous Conditions: The Active Open Space shall be periodically inspected for construction defects and hazardous conditions, and any portion or feature that exhibits defects or hazardous conditions shall be promptly repaired or replaced.

ix. Public Access Maintenance and Access Security**.** To secure Declarant's obligation to maintain the Active Open Space and to cover any civil penalties imposed by the Environmental Control Board ("**ECB**"), as a condition precedent to the issuance or acceptance of a TCO for the first residential building on Zoning Lot A - Under Declarant Control, Declarant shall either (i) post or cause the posting with DPR of a maintenance bond for the benefit of the City, in a form reasonably satisfactory to the DPR and issued by a surety company licensed to do business in the State of New York, (ii) deposit with DPR 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 DPR other security reasonably acceptable to the City (any such security being hereinafter referred to as the "**AOS Maintenance and Access Security**"). The AOS Maintenance and Access Security shall be calculated by multiplying the number of square feet in the Active Open Space by $3.02, adjusted to reflect changes in the CPI from the date of this Notice of Restrictions to July 1 for the current fiscal year, plus $10,000 to cover damages in the event that civil penalties are imposed by the ECB with respect to a finding of access denial. The AOS Maintenance and Access Security shall be for a five (5) year term and shall be renewed prior to the expiration thereof. If the AOS Maintenance and Access Security is not renewed at least thirty (30) calendar days prior to the expiration date of such AOS Maintenance and Access Security, or if the City is informed in any

way that the instrument of the AOS Maintenance and Access Security will be cancelled or will not be renewed, the City shall be entitled to draw down on the full amount of the AOS Maintenance and Access Security for the purpose of maintaining the Active Open Space, or to cover any civil penalties imposed by the ECB, in accordance with this Notice of Restrictions. Declarant shall promptly replenish any sums drawn down and used by the City for the maintenance of the Active Open Space so that the available AOS Maintenance and Access Security remains at the amount set by the Commissioner pursuant to the provisions of this Section.

For the avoidance of doubt, the requirement to provide other publicly accessible areas (PAAs) shall not apply to the Subject Property.

d. Traffic Maintenance Plans: The FEIS identified that with the proposed Land Use Approvals, there would be traffic impacts at 23 intersections within the study area and identified mitigation measures (the "**Traffic and Pedestrian Mitigation Measures**"). To determine which of the Traffic and Pedestrian Mitigation Measures would be warranted, the FEIS provided that, in consultation with the New York City Department of Transportation ("**DOT**") and DCP, a transportation monitoring program ("**TMP**") shall be undertaken at (a) an interim construction period (i.e. at the completion of approximately 50% of the development, or an estimated 1,421 residential units, in accordance with the Large-Scale Special Permits) (the "**Interim TMP**") and (b) final construction of the overall development in accordance with the Large-Scale Special Permits (the "**Final TMP**"). Although it is currently anticipated that any development on the Subject Property will be completed prior to reaching the Interim TMP threshold, because the timing for completing same is dependent upon the progress of construction elsewhere within the Proposed LSGD collectively, Declarant's Modified Mitigation Measures with respect to traffic and pedestrians shall be as set forth below:

i. *Interim TMP*. Prior to accepting a temporary certificate of occupancy ("**TCO**") for the first new as-of-right building on Zoning Lot A – Under Declarant Control, Declarant shall send a notice to DOT, with a copy of this Notice of Restrictions, explaining (1) that the Large-Scale Special Permits have been surrendered, (2) the Interim TMP requirement under this Notice of Restrictions, and (3) the number of residential units within the Proposed LSGD that would be in receipt of a TCO or PCO upon completion of the final new as-of-right building on the Subject Property (the "**Interim TMP Notice**"). Within ninety (90) days after receipt of an Interim TMP Notice, DOT shall determine whether the threshold for Declarant to prepare a scope of work for, and subsequently undertake performance of, an Interim TMP in accordance with the standards set forth in Exhibit F (the "Interim TMP Standards") has been met and shall

notify Declarant of such determination (a "**DOT Interim TMP Determination**").

1. If the DOT Interim TMP Determination is that the Interim TMP threshold has been met, Declarant shall prepare a scope of work for, and subsequently undertake performance of, the Interim TMP in accordance with the Interim TMP Standards, as modified herein, and may seek reimbursement in accordance with Section 2(d)(i)(3) hereinafter.

2. If the DOT Interim TMP Determination is that the threshold to prepare a scope of work for, and subsequently undertake performance of, the Interim TMP has not been met, then in the event a subsequent development within the Proposed LSGD does reach the threshold and there is a DOT Interim TMP Determination confirming same, the owner of such property (the "**Interim TMP Developer**") shall prepare a scope of work for, and subsequently undertake performance of, the Interim TMP in accordance with the Interim TMP Standards and Declarant shall reimburse the Interim TMP Developer for Declarant's proportionate share in accordance with Section 2(d)(i)(3) hereinafter.

3. Upon the completion of the Interim TMP in accordance with the Interim TMP Standards, as modified herein, by the Interim TMP Developer and written certification of same as provided hereinafter, the Interim TMP Developer may request reimbursement from the owners of properties within the Proposed LSGD that previously received TCOs and/or PCOs (the "**Prior Developer(s)**") for the reasonable costs and expenses resulting from the preparation of the Interim TMP and any subsequent design and implementation of interim Traffic and Pedestrian Mitigation Measures determined in the Interim TMP in an amount not to exceed each Prior Developer's respective proportionate share of the total dwelling units within the overall development completed at the time that the Interim TMP is performed (including the Prior Developers' and the Interim TMP Developer's developments). Interim TMP Developer's reimbursement request (the "**Interim TMP Reimbursement Request**") shall be accompanied by (i) sufficiently detailed, itemized invoices from the consultant(s) that prepared the Interim TMP and any other professionals required to design and/or implement any interim Traffic and Pedestrian Mitigation Measures required by same, and (ii) a written certification from DCP and/or DOT (as the case may be), stating that the Interim TMP has been completed in compliance

with the requirements of this Notice of Restrictions. If the Interim TMP Reimbursement Request conforms to the requirements of the immediately preceding sentence then, within sixty (60) business days after receipt thereof, Declarant and/or the Prior Developers, as applicable, shall make the reimbursement payment described herein to Interim TMP Developer. The findings of the Interim TMP will be used by DOT as the basis for directing implementation of or payment for some or all of the Traffic and Pedestrian Mitigation Measures, as may also be adjusted by DOT to more adequately address the transportation conditions. Declarant's reimbursement obligation pursuant to this Section 2(d)(i)(3) shall be limited to its proportionate share of the total costs and expenses incurred in connection with the Interim TMP and implementation of any Traffic and Pedestrian Mitigation Measures, based on the number of residential units on the Subject Property that received a TCO or PCO during the period up to and including the completion of the Interim TMP divided by the total number of residential units within the Proposed LSGD that received a TCO or PCO during such period.

ii. *Final TMP.* Declarant acknowledges that the costs and expenses associated with performing the Final TMP and designing and implementing any related Traffic and Pedestrian Mitigation Measures shall be shared proportionately among all developers within the Proposed LSGD that develop their properties following the completion of the Interim TMP. Declarant shall be responsible for its proportionate share of the costs and expenses associated with the completion of the Final TMP and designing and implementing any Traffic and Pedestrian Mitigation Measures associated therewith, based on the number of residential units on the Subject Property that receive a TCO or PCO during the period following the completion of the Interim TMP divided by the total number of residential units within the Proposed LSGD that receive a TCO or PCO during such period.

e. Noise (Environmental Mitigation): The FEIS identified that with the Land Use Approvals, there would be temporary impacts related to construction noise at various locations near the Proposed LSGD, inclusive of the Subject Property. The Declarant shall take the following actions as Modified Mitigation Measures: at existing building façades "where significant adverse construction noise impacts are predicted to occur, as set forth in Table 20-20 of the FEIS," other than Projected Development Sites A, B, C, D, E, F, I, and J, and limited to the extent of significant adverse construction noise impacts reasonably likely to result from the development of the Subject Property, the Declarant shall offer to make available at no cost the installation of storm windows for façades that do not already have insulated glass windows and/or one window

air conditioner per living room, bedroom, classroom, office space, or other noise-sensitive space on impacted façades that do not already have alternative means of ventilation. The Declarant shall not accept and DOB shall not issue any building permit associated with the construction of a new building (including demolition permits) in the Subject Property until the Declarant has provided notice to the Chair in writing that the Declarant has offered the applicable mitigation measures identified in this paragraph to the affected parties in applicable impacted locations, as set forth in FEIS Table 20-20 and limited to the extent of significant adverse construction noise impacts reasonably likely to result from the development of the Subject Property, and the affected parties have either (1) rejected the offer, or (2) have accepted the offer of the mitigation measures, as the case may be, and such mitigation measure has been implemented. The offer of the mitigation measures shall be made on a yearly basis to all the occupants of the affected units.

f. Noise (PCRE): To avoid or minimize noise in relation to construction of the proposed development under the Land Use Approvals, the Declarant shall enter into construction contracts that provide for the implementation of the following PCREs related to noise and implement such PCREs, as indicated:

   i. Source Controls:

      1. Use equipment that meets the sound level standards specified in Subchapter 5 of the New York City Noise Control Code from the start of construction.

      2. As early in the construction period as logistics allow, diesel- or gas-powered equipment shall be replaced with electrical-powered equipment such as welders, water pumps, bench saws, and table saws (i.e., early electrification) to the extent feasible and practicable. Where electrical equipment cannot be used, diesel or gas-powered generators and pumps shall be located within buildings to the extent feasible and practicable.

      3. Where feasible and practicable, construction sites shall be configured to minimize back-up alarm noise.

      4. All trucks shall not be allowed to idle more than 3 minutes at the construction site based upon Title 24, Chapter 1, Subchapter 7, Section 24-163 of the New York City Administrative Code.

      5. Contractors and subcontractors shall be required to properly maintain their equipment and mufflers.

   ii. Path Controls:

1. Where logistics allow, noisy equipment, such as cranes, concrete pumps, concrete trucks, and delivery trucks, shall be located away from and shielded from sensitive receptor locations.

2. Noise barriers constructed from plywood or other materials shall be utilized to provide shielding (e.g., the construction sites shall have a minimum 8-foot tall barrier around the perimeter).

3. Concrete trucks shall be required to be located inside site-perimeter noise barriers while pouring or being washed out.

4. Additional path noise control measures (e.g., portable noise barriers, panels, enclosures, and acoustical tents) to the extent feasible and practical shall be used as necessary to comply with the emission levels in Table 19-21 of the FEIS.

g. Construction Air Quality: To avoid or minimize pollutant emissions in relation to construction of the proposed development, the Declarant shall enter into construction contracts that provide for the implementation of the following PCREs related to air quality and implement such PCREs, as indicated:

   i. Clean Fuel. Ultra-low sulfur diesel (ULSD) fuel shall be used exclusively for all diesel engines throughout the Subject Property.

   ii. Dust Control. To minimize dust emissions from construction activities, Declarant shall develop a dust control plan including a robust watering program. Such plan shall require trucks hauling loose material to be equipped with tight-fitting tailgates and their loads securely covered prior to leaving the proposed development; water sprays shall be used for all demolition, excavation, and transfer of soils so that materials shall be dampened as necessary to avoid the suspension of dust into the air. Stockpiled soils or debris would be watered, stabilized with a chemical suppressing agent, or covered. All measures required by DEP's Construction Dust Rules regulating construction-related dust emissions shall be required in the plan and implemented.

   iii. Idling Restriction. In addition to adhering to the local law restricting unnecessary idling on roadways, on-site vehicle idle time shall 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 are otherwise required for the proper operation of the engine.

iv. Diesel Equipment Reduction. In accordance with the New York City Noise Control Code electrically powered equipment shall be used over diesel-powered and gasoline-powered versions of that equipment to the extent practicable. Equipment that would use grid power in lieu of diesel engines includes, but may not be limited to, hoists and small equipment (such as welders).

In addition, the following measures shall be implemented to further reduce air pollutant emissions during construction of the proposed development:

v. Utilization of Newer Equipment. EPA's Tier 1 through 4 standards for non-road diesel engines regulate the emission of criteria pollutants from new engines, including PM, CO, NOx, and hydrocarbons. To the extent practicable, all diesel-powered nonroad construction equipment 50 horsepower (hp) or greater shall meet at least the Tier 3 emissions standard.

vi. Best Available Tailpipe Reduction Technologies. Non-road diesel engines with a power rating of 50 hp or greater and controlled truck fleets (i.e., truck fleets under long-term contract with the project) including but not limited to concrete mixing and pumping trucks shall utilize the best available tailpipe (BAT) technology for reducing diesel particulate matter (DPM) emissions. Diesel particulate filters (DPFs) have been identified as being the tailpipe technology currently proven to have the highest reduction capability. Construction contracts shall specify that all diesel non-road engines rated at 50 hp or greater shall utilize DPFs, either installed by the original equipment manufacturer or retrofitted. Retrofitted DPFs must be verified by EPA or the California Air Resources Board. Active DPFs or other technologies proven to achieve an equivalent reduction may also be used. The use of DPFs for diesel engines meeting the Tier 3 emissions standard achieves similar emission reductions as the newer Tier 4 particulate matter emission standard.

h. Construction Contract Certification: The Declarant hereby covenants and agrees that it shall not accept any building permit associated with the construction of a new building on the Subject Property (including demolition permits) until the Declarant has certified to the Chair in writing that:

i. the construction contracts and subcontracts executed as of the date of accepting such building permit, as applicable, for such new building specify provisions for the implementation of the PCREs set forth in Sections 2(f) and 2(g) of this Notice of Restrictions; and
ii. such construction contracts and subcontracts executed as of the date of accepting such building permit, as applicable, require the contractors

and subcontractors to comply with all such PCREs during the construction of such new building.

3. Notice: All notices, demands, requests, consents, approvals, and other communications (each, a "**Notice**") which may be or are permitted, desirable, or required to be given under this Notice of Restrictions shall be in writing and shall be sent or delivered as follows:

Declarant:	Kaufman BedRock Astoria I LLC c/o BedRock Real Estate Partners LLC 501 5th Avenue, Suite 1803 New York, NY 10017 Attn: Jay Martin and Tracey Appelbaum E-mail: jay@bedrockllc.com and tracey@bedrockllc.com
with a copy to:	Fried, Frank, Harris, Shriver & Jacobson LLP One New York Plaza New York, NY 10004 Attn: Anita Laremont, Esq. E-mail: Anita.Laremont@friedfrank.com
and:	L+M Development Partners 2 Park Avenue, Floor 23 New York, NY 10016 Attn: Katherine Kelman E-mail: kkelman@lmxd.com
Commission:	New York City Planning Commission 120 Broadway, 31st Floor New York, New York 10271 Attention: Chair with a copy to: The General Counsel of the Commission at the same address
Department of Parks and Recreation:	Deputy Commissioner for Environment and Planning Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York, New York 10065

Declarant, Commission, any Party-in-Interest, and any Mortgagee may, by notice provided in accordance with this Section 3, change any name or address for purposes

of this Notice of Restrictions. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (i) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall be deemed delivered for all purposes hereunder five days after being actually mailed; (ii) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (iii) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from the Commission to a Declarant shall also be sent to every Mortgagee of whom the Commission has notice, and no Notice shall be deemed properly given to a 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 Commission shall be provided to all Declarants of whom the Commission has notice.

4. Property Owner's Association.

   a. Applicability. The provisions of this Section 4 shall only apply if Declarant, in its sole and absolute discretion, forms an Association with respect to the Subject Property and/or the Former LSGD (all references in this Section 4 to include reference to any parcels in the Former LSGD that Declarant desires, in its sole discretion, to include in the Association).

   b. Property Owners' Association. In order to perform Declarant's maintenance obligations with respect to the Active Open Spaces, and to ensure ongoing public access to the Active Open Spaces in accordance with the provisions hereof, Declarant may cause to be organized a property owners' association (the "**Association**").

   c. The obligations of the Association under this Notice of Restrictions shall commence the date of its organization (the "**Association Obligation Date**"), upon which time the provisions of this Section shall be operative.

   d. Filing Requirements. The Association shall be organized in accordance with the terms of this Notice of Restrictions and in accordance with the New York State Not-for-Profit Corporation Law. Declarant shall certify in writing to the Chair and the Commissioner, or any individual succeeding to their jurisdiction, that the certificate of incorporation of the Association has been filed with the New York Secretary of State and that the certificate of incorporation and all other governing documents of the Association are in full compliance with the requirements of this Notice of Restrictions and shall provide the Chair with copies of such certificate of incorporation and the other governing documents of the Association. If Declarant fails to comply with the provisions of this Section, the City may proceed with any available enforcement measures.

e. Obligations. The Association shall be established to, among other things, assume Declarant's maintenance obligations of the Active Open Spaces as set forth in this Notice of Restrictions.

f. Members. The members of the Association (the "**Association Members**") shall consist of (A) one or more homeowner's association or property owner's association affecting one or more buildings (or portions thereof) or one or more zoning lots (or portions thereof) within the Subject Property, as may be determined and/or arranged by Declarant, in its sole discretion, or any of Declarant's successors or assigns (B) any ground-lessee of any portion of the Subject Property and (C) the fee owners of any portion of the Subject Property other than the City and other than a Unit Interested Party (a "**Unit Interested Party**" shall mean any and all of the following: all owners (other than a fee owner), space-lessees (excluding ground tenants and ground-lessees), occupants of any individual residential or commercial condominium unit, and all holders of a mortgage or other lien encumbering any such residential or commercial condominium unit). Notwithstanding the foregoing, Declarant and/or the Association shall have the right to admit new Association Members to the Association from time to time in accordance with the construction timeline of the development on the various zoning lots (or portions thereof) comprising the Subject Property, and the rights and obligations of such new Association Members with respect to the Association and this Notice of Restrictions shall attach to those new Association Members depending on whether such new Association Members are in receipt of one or more temporary or permanent certificates of occupancy (as the case may be) with respect to the building(s) under such new Association Member's control.

g. Powers. To the extent permitted by law, Declarant shall cause the Association to be established with the power and authority to: (a) impose fees or assessments against the Association Members, for the purpose of collecting funds reasonably necessary to satisfy the obligations of the Association pursuant to this Notice of Restrictions; (b) collect, receive, administer, protect, invest and dispose of funds; (c) bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to this Notice of Restrictions; (d) cause to be provided, all services required for the maintenance and repair of the Active Open Spaces, and any paving, landscaping, equipment or furniture provided therein, as and when reasonably needed to preserve the Active Open Spaces and the amenities contained therein neat, clean and in good working order and condition; (e) to the extent permitted by law, impose liens, fines or assessments against individual lot or unit owners for the purpose of collecting funds reasonably necessary and sufficient to fund the obligations of the Association pursuant to this Notice of Restrictions; and (f) exercise any and all of such powers as may be necessary or appropriate for purposes of this Notice of Restrictions 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.

h. Successors. Every deed conveying title to, or a partial interest in, the Subject Property, other than a deed to an Affordable Housing Unit ("**Affordable Housing Unit**"), shall mean (i) a residential unit consisting solely of Affordable Housing as such term is defined in the Zoning Resolution, or (ii) a Superintendent Unit; provided, however, that there shall not be more than one (1) Superintendent Unit in each building located on the Subject Property), every lease held or granted by a cooperative corporation owning the Subject Property or any portion thereof, every ground-lease of any portion of the Subject Property, every lease of all or substantially all of the Subject Property, or the declaration of condominium imposed on any portion of the Subject Property shall contain a recital or other provision that (a) the Unit Interested Party (other than a Unit Interested Party that owns an Affordable Housing Unit) is liable for its pro rata share of the assessment by the Association to the condominium in which such unit is located for the Association's obligations under this Notice of Restrictions, and (b) maintenance of the Active Open Spaces, and the cost of maintenance of the Active Open Spaces, and all other obligations of the Association under this Notice of Restrictions, are essential elements of the City actions permitting the development of the Subject Property in accordance with the provisions of this Notice of Restrictions and in accordance with any other approvals granted by the City.

i. Assessments.

    i. The Association shall assess all real property within the Subject Property, other than the Affordable Housing Units, (the "**Assessment Property**") in order to obtain funds for the Active Open Spaces obligations of the Association pursuant to this Notice of Restrictions. The Assessment Property shall be assessed on a reasonable prorated basis as determined by Declarant, in compliance with all applicable laws. For Association Members that are residential condominiums, commercial condominiums or cooperative corporations, a reasonable basis for such proration shall be conclusively established if the Attorney General of the State of New York accepts for filing an offering plan for the sale of interests in such condominium, as applicable, which plan describes such proration. Notwithstanding the foregoing, the Association shall have the right to assess new Association Members at different rates from time to time in accordance with the construction timeline of the development on the various zoning lots (or portions thereof) comprising the Subject Property, and the rights and obligations of such new Association Members with respect the real property assessments contemplated in this Section shall attach to those new Association Members depending on whether such new Association Members are in receipt of one or more temporary or permanent certificates of occupancy (as the case

may be) with respect to the building(s) under such new Association Member's control.

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

iii. The periodic assessments shall be a charge on the land and a continuing lien upon the property owned and/or ground leased by the Association Member against which each such assessment is made. The periodic assessments charged to an Association Member that is a condominium shall be included within the common charges of the condominium. The Association may bring an action to foreclose the Association's lien against the property owned by such Association Member, or a Unit Interested Party (other than the owner of an Affordable Housing Unit), as the case may be, to recover such delinquent assessment(s), including interest and costs and reasonable attorneys' fees of any such action. Any Unit Interested Party, other than the owner of an Affordable Housing Unit, by acceptance of a deed or a lease to a portion of the Assessment Property, thereby agrees to the provisions of this Section. Any Unit Interested Party may eliminate the Association's lien described above on his or her unit by payment to the Association of such Unit Interested Party's prorated share of the periodic assessment by the Association to the condominium in which such unit is located. No Association Member or Unit Interested Party may waive or otherwise escape liability for the assessments provided for herein by non-use of the Active Open Spaces or abandonment of the Association's property, or by renunciation of membership in the Association, provided, however, that a Unit Interested Party's liability with respect to future assessments ends upon the valid sale or transfer of such Unit Interested Party's interest in the Assessment Property. A Unit Owner may give to the Association nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

iv. Notwithstanding any contrary term set forth in this Notice of Restrictions, the Association Members that may be assessed for the operation and maintenance of the Active Open Spaces shall not include the holder of a mortgage or other lien encumbering (i) the fee estate in the Assessment Property or any portion thereof, or (ii) the lessee's estate in a ground lease of all or substantially all of the Assessment Property or all or substantially all of any parcel or portion thereof, or (iii) any single building built or to be built on the Assessment Property, unless and until any such mortgagee succeeds to either (x) a fee interest in the Assessment Property or any portion thereof or (y) the lessee's estate in a ground lease of all or substantially all the Assessment 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 Assessment Property or by other means permitted under Legal Requirements; and no such mortgagee or lien holder shall be liable for any assessment imposed by the Association pursuant to this Section until the mortgagee or lien holder succeeds to such Possessory Interest.

5. Innovation; Alternatives; Modifications Based on Further Assessments.

a. In complying with any PCRE or Mitigation Measure set forth in this Notice of Restrictions, or in the FEIS, Declarant may, at its election, implement innovations, technologies, or alternatives that are or hereafter become available, including replacing any equipment, technology, material, operating system or other measure previously located on the Subject Property or used within the Subject Property, 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 Notice of Restrictions.

b. Where Declarant believes, in good faith, based on changed conditions, that a PCRE or Mitigation Measure required under this Notice of Restrictions should not apply or be modified without diminishment of the environmental standards that would be achieved by implementation of the PCRE or Mitigation Measure, it shall set forth the basis for such belief in an analysis submitted to DCP (the "**Modification Request**"). Following delivery of a Modification Request, Declarant shall meet with DCP 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 in writing in order to allow DCP to determine, acting in consultation with City

agency personnel as necessary in relation to the subject matter of the Modification Request. In the event that DCP determines that the relevant PCRE or Mitigation Measure should not apply or could be modified, Declarant may 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.

6. Binding Effect. The restrictions, covenants, rights and agreements set forth in this Notice of Restrictions shall be binding upon Declarant, or Declarant's successor or assign thereof, and any party acquiring an interest in any portion of the Subject Property (which party shall become a Declarant); provided that this Notice of Restrictions shall be binding on any Declarant, or Declarant's successor or assign thereof, only for the period during which such Declarant, or Declarant's successor or assign thereof, is the holder of an interest in the Subject Property and only to the extent of such Declarant's, or Declarant's successor or assign thereof, interest in the Subject Property. At such time as a Declarant, or Declarant's successor or assign thereof, no longer holds an interest in the Subject Property, such Declarant's, or Declarant's successor or assign thereof, obligations and liability under this Notice of Restrictions shall wholly cease and terminate and the party succeeding such Declarant, or Declarant's successor or assign thereof, shall assume the obligations and liability of Declarant, or Declarant's successor or assign thereof, pursuant to this Notice of Restrictions with respect to actions or matters occurring subsequent to the date such party assumes an interest in the Subject Property to the extent of such party's interest in the Subject Property. For purposes of this Notice of Restrictions, any successor to a Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of any interest in the Subject Property.

7. Recordation.

   a. Effective Date. This Notice of Restrictions and the provisions and covenants hereof shall become effective upon the date of execution hereof.

   b. Recordation. Within ten (10) business days of the date hereof, Declarant shall endeavor to file and record this Notice of Restrictions (together with all of the exhibits hereto) in the Office of the City Register of the City of New York (the "**Register's Office**"), indexing this Notice of Restrictions against the Subject Property. Declarant shall deliver to the Commission a copy of all such documents, as recorded, certified by the Register, promptly upon receipt of such documents from the Register. If Declarant fails to so record such documents, then the City may record duplicate originals of such documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant, or by the City (as permitted in accordance with this paragraph), shall be borne by Declarant. For the avoidance of doubt, submission of this Notice of Restrictions for recordation at the Register's Office shall be sufficient for the Department of City Planning

to issue a letter to the Department of Buildings releasing any hold on building permits conditioned upon such recordation.

c. Additional Parcels. In the event that Declarant acquires fee ownership of the real property identified on the Tax Map as Block 641, Lot 52, Declarant shall, within ten (10) business days of such acquisition, record this Notice of Restrictions against such additional property in the Register's Office and shall promptly deliver to the Chair a copy of such recorded document.

8. Limitation of Liability and Indemnification.

a. Limitation of Liability.

i. The City shall look solely to the fee estate and interest of Declarant and any and all of its successors and assigns in the Subject Property, on an in rem basis only, for the collection of any money judgment recovered against Declarant or its successors and assigns, and no other property of Declarant or its principals, partners, shareholders, directors, members, officers or employees or successors and assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Notice of Restrictions, and Declarant shall have no personal liability under this Notice of Restrictions. In the event that any building on the Subject Property is converted to condominium form of ownership, every condominium unit (other than an Affordable Housing Unit) shall, as successor in interest to Declarant, be subject to levy or execution for the satisfaction of any monetary remedies of the City, to the extent of each Unit Interested Party's Individual Assessment Interest (as hereafter defined), and provided that such enforcement procedures shall be taken simultaneously against all the condominium units on the Subject Property and not against selected individual units only. The "Individual Assessment Interest" shall mean the Unit Interested Party's percentage interest in the common elements of the condominium in which such condominium unit is located applied to the assessment imposed by the Association on the condominium in which such condominium unit is located. In the event of a default in the obligations of the Association as set forth herein, the City shall have a lien upon the property owned by each Unit Interested Party solely to the extent of each such Unit Interested Party's unpaid Individual Assessment Interest, which lien shall include such Unit Interested Party's obligation for the reasonable costs of collection of such Unit Interested Party's unpaid Individual Assessment Interest. Such lien shall be subordinate to the lien of any Mortgage, the lien of any real property taxes, and the lien of the board of managers of any such condominium for unpaid common charges of the condominium,

and the lien of the Association pursuant to the provisions of this Notice of Restrictions. The City agrees that, prior to enforcing its rights against a Unit Interested Party, the City shall first attempt to enforce its rights under this Notice of Restrictions against Declarant, the Association and the boards of managers of any condominium association. In the event that the Association shall default in its obligations under this Notice of Restrictions, the City shall have the right to obtain from the Association and/or boards of managers of any condominium association, the names of the Unit Interested Parties who have not paid their Individual Assessment Interests. Notwithstanding the foregoing, but subject to the first sentence of this Section 8(a)(i), nothing in this Section shall be deemed to preclude, qualify, limit or prevent any of the City's governmental rights, powers or remedies, including without limitation, with respect to the satisfaction of the remedies of the City, under any laws, statutes, codes or ordinances.

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

b. Indemnification.

i. If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Notice of Restrictions and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Notice of Restrictions, provided, however, that nothing in this Section shall impose on the Association any indemnification obligations other than the reasonable legal and administrative expenses incurred by the City arising out of or in connection with the enforcement of such obligations. If any judgment is obtained against Declarant from a court of competent jurisdiction in connection with

this Notice of Restrictions and such judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of said judgment.

ii. Declarant shall indemnify and hold harmless the City and their respective officers, employees and agents from and against any and all claims, actions or judgments for loss, damage or injury, including death or personal or property damage of whatsoever kind or nature, arising from Declarant's default under this Notice of Restrictions (including, without limitation, if Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Notice of Restrictions and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed), or the gross negligence of Declarant, its agents, servants or employees in undertaking its obligations under this Notice of Restrictions unless such claims, actions or judgments arose out of the negligence, recklessness or willful acts of the City, its agents or its employees; provided, however, that should any such claim be made or action brought, Declarant shall have the right to defend such claim or action with attorneys reasonably acceptable to the City. No such claim or action shall be settled without the written consent of City, unless (i) the City is indemnified fully pursuant to this Section, and (ii) the City has no obligation under the settlement, financial or otherwise.

9. Enforcement, Defaults and Remedies.

a. Declarant acknowledges that the restrictions, covenants, and obligations of this Notice of Restrictions will protect the value and desirability of the Subject Property, as well as benefit the City. If a Declarant fails to perform in a material way any of a Declarant's obligations under this Notice of Restrictions, the City shall have the right to enforce this Notice of Restrictions against Declarant and exercise any administrative, legal, or equitable remedy available to the City, and Declarant hereby consents to the same; provided that this Notice of Restrictions shall not be deemed to diminish Declarant's or any other Party-in-Interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it, and provided further, that the City's rights of enforcement under this Notice of Restrictions shall be subject to the cure provisions and periods set forth herein. Declarant also acknowledges that the remedies set forth in this Notice of Restrictions are not exclusive and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Notice of

Restrictions and a revocation by the City of any certificate of occupancy, temporary or permanent, for any portion of the Subject Property.

b. Denial of Public Access. If the City has reason to believe that the use and enjoyment of the Active Open Spaces by any member of the public has, without reasonable cause, been denied by Declarant, and the City determines that such denial of access with respect to the right of public access under the Publicly Accessible Easement is in violation of the provisions of this Notice of Restrictions, the City shall have the right to seek civil penalties at the New York City Environmental Control Board for a violation relating to privately owned public space.

c. Right of Access. The City, acting through DPR, in addition to any rights or remedies contained in this Notice of Restrictions, shall have a right of access to the Active Open Spaces at all times the Active Open Spaces are open and at other times upon reasonable notice, for the purpose of inspecting the Active Open Spaces and determining Declarant's compliance or noncompliance with the terms of this Notice of Restrictions or for any lawful purpose. As part of the training of any private security personnel employed by Declarant, such personnel shall be informed of the City's right of access to the Active Open Spaces pursuant to this Section, and such personnel shall be trained not to obstruct or interfere with the right of the general public to use and enjoy the Active Open Spaces in accordance with the terms and conditions of this Notice of Restrictions.

d. Right of Access for Repairs. Declarant hereby grants the City, its agents, or its contractors, the right, after prior written notice of such intention to enter, to enter upon the Active Open Spaces upon a Maintenance Default (hereinafter defined) to perform Declarant's maintenance obligation set forth in this Notice of Restrictions 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 maintenance obligations under this Notice of Restrictions after notice is given in accordance herewith and neither Declarant nor any Mortgagee has commenced and diligently prosecuted efforts to effect a cure as provided in Section 9(f) during any applicable cure periods. The provisions of this Section shall not be deemed to limit the access granted to the City to the Active Open Spaces pursuant to Section 9(c) hereof.

e. No Enforcement by Third Parties. Notwithstanding any provision of this Notice of Restrictions to the contrary, only Declarant, Declarant's successors and assigns, and the City shall be entitled to enforce or assert any claim arising out of or in connection with this Notice of Restrictions. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this Notice of Restrictions or any document or instrument executed or delivered in connection herewith. In any proceedings brought by the City against

Declarant seeking to deny or revoke building permits or certificates of occupancy with respect to the Subject Property, or to impose a lien, fine or other penalty, or to pursue any other remedy available to the City, if the event or occurrence which is the basis of an allegation of a failure to comply by a Declarant is associated with a particular lot or portion(s) of lots within the Subject Property, then the City shall only deny or seek the revocation of building permits or certificates of occupancy for such lot(s) or portion(s) of lots, and only seek to impose a fine, lien or other penalty on such lot(s) or portion(s) of a lot, and any such event or occurrence shall not provide the basis for denial or revocation of building permits or certificates of occupancy, or the imposition of any fine, lien or other penalty, with respect to other lot(s) or portion(s) of a lot comprising a portion of the Subject Property for which no such failure to comply has occurred. No Person other than Declarant, any Mortgagee, all holders of mortgages secured by any condominium unit or other individual residential or commercial unit located within the Subject Property and, from and after the Association Obligation Date, the Association, shall have any right to enforce the provisions of this Notice of Restrictions. This Notice of Restrictions shall not create any enforceable interest or right in any Person, other than Declarant, any Mortgagee and, from and after the Association Obligation Date, the Association, any of which shall be deemed to be a proper Person to enforce the provisions of this Notice of Restrictions, and nothing contained herein shall be deemed to allow any other Person, any interest or right of enforcement of any provision of this Notice of Restrictions or any document or instrument executed or delivered in connection herewith.

f. Notice and Cure.

i. Prior to the City instituting any proceeding to enforce the terms or conditions of this Notice of Restrictions due to any alleged material violation hereof, the City shall give Declarant, every Mortgagee and every Party-in-Interest thirty (30) business days written notice of such alleged material violation, during which period the Declarant, any Party-in-Interest and any Mortgagee shall have the opportunity to effect a cure of such alleged material violation or to demonstrate to City why the alleged material violation has not occurred. If a Mortgagee or Party-in-Interest performs any obligation or effects any cure a Declarant is required to perform or cure pursuant to this Notice of Restrictions, such performance or cure shall be deemed performance on behalf of Declarant and shall be accepted by any person or entity benefited hereunder, including the Commission and City, as if performed by Declarant. If Declarant, any Party-in-Interest or Mortgagee commences to effect such cure within such thirty (30) business-day period (or if cure is not capable of being commenced within such thirty (30) business-day period, Declarant, any Party-in-Interest or Mortgagee commences to effect such cure when such commencement is reasonably possible), and thereafter proceeds

diligently toward the effectuation of such cure, the aforesaid thirty (30) business-day period (as such may be extended or shortened in accordance with the preceding clause) shall be extended for so long as Declarant, any Party-in-Interest or Mortgagee continues to proceed diligently with the effectuation of such cure, as reasonably determined by the City. In the event ownership of any of the lots comprising the Subject Property is held by multiple Declarants, notice as to those lots shall be provided to all Declarants of such lots from whom the City has received notice in accordance with Section 3 hereof.

ii. If, after due notice and opportunity to cure as set forth in this Notice of Restrictions, Declarant fails to observe any of the terms or conditions of this Notice of Restrictions, and Declarant fails to cure such violation within the applicable grace period provided herein, then, upon the expiration of such cure period, prior to institution by the City of any action or proceeding against Declarant, every Mortgagee and Party in Interest shall be given thirty (30) business days' written notice of such alleged material violation by the City, during which period each Mortgagee and Party in Interest shall have the opportunity to effect such cure. If any Mortgagee or Party in Interest commences to effect a cure during such thirty (30) business-day period and thereafter proceeds diligently to complete the effectuation of such cure, such cure period shall be extended for so long as any Mortgagee or Party in Interest continues to proceed diligently toward such cure. If a Mortgagee or Party in Interest performs any obligation or effects any cure Declarant is required to perform or cure pursuant to this Notice of Restrictions, such performance or cure shall be deemed performance on behalf of Declarant and shall be accepted by any person or entity benefited hereunder, including the Commission and the City, as if performed by Declarant.

iii. If, after due notice and opportunity to cure as set forth in this Notice of Restrictions, Declarant (or, if applicable, Mortgagee or a Party-in-Interest) shall fail to cure the alleged material breach or other violation under this Notice of Restrictions within the applicable grace period provided herein, the City may exercise any and all of its rights, including without limitation those delineated herein, and may disapprove any amendment, modification or cancellation of this Notice of Restrictions on the sole ground that a Declarant is in default of a material obligation under this Notice of Restrictions. The time period for curing any violation by a Declarant, Mortgagee, and/or Party-in-Interest shall be subject to extension for Uncontrollable Circumstances pursuant to Section 9(g) hereof.

iv. Notwithstanding the foregoing, in the event of a denial of public access pursuant to Section 9(b), the City may immediately exercise

any and all of its rights hereunder, including but not limited to the issuance of violations; in such an event, the notice and cure provisions of this Section 9(f) shall not apply.

g. Uncontrollable Circumstances.

i. In the event that, as the result of an Uncontrollable Circumstance, Declarant (or, if applicable, Mortgagee or a Party-in-Interest) is unable to perform or complete any obligation (including but not limited to Substantially Complete or Finally Complete an Active Open Space) (A) at the time or times required by this Notice of Restrictions; (B) at the date set forth in this Notice of Restrictions for such action, if a specific date for such requirement is set forth herein; or (C) prior to submitting an application for a building permit or other permit or certificate of occupancy which is conditioned on the completion of such requirement, where applicable, Declarant (or, if applicable, Mortgagee or a Party-in-Interest) may, upon notice to the Chair within 48 hours (a "**Delay Notice**") after the occurrence of such Uncontrollable Circumstance becomes apparent, request that the Chair certify the existence of such Uncontrollable Circumstance. Any Delay Notice shall include a description of the Uncontrollable Circumstance and its probable duration and impact on the work in question (as reasonably determined by Declarant (or, if applicable, Mortgagee or a Party-in-Interest)). In the exercise of his or her reasonable judgment, the Chair shall thereafter, within ten (10) business days of its receipt of the Delay Notice, (x) certify in writing that the Uncontrollable Circumstance has occurred, or (y) notify Declarant that it does not reasonably believe that the Uncontrollable Circumstance has occurred, and set forth with reasonable specificity the reasons therefor. Failure to respond within such ten (10) business day period shall be deemed to be a determination by the Chair that an Uncontrollable Circumstance has occurred. If the Chair certifies that an Uncontrollable Circumstance exists, the Chair shall grant Declarant (or, if applicable, Mortgagee or a Party-in-Interest) appropriate relief, including notifying DOB that a Building Permit, TCO or a PCO (as applicable) may be issued for any buildings, or portions thereof, located within the Subject Property. Upon cessation of the Uncontrollable Circumstance, Declarant (or, if applicable, Mortgagee or a Party-in-Interest) shall promptly recommence its obligations under this Notice of Restrictions subject to the Uncontrollable Circumstance. As a condition to granting relief as aforesaid, the Chair may require that Declarant (or, if applicable, Mortgagee or a Party-in-Interest) post a letter of credit or other security, in a form reasonably acceptable to the Chair and naming the City as beneficiary, to secure Declarant's obligation to Finally Complete the subject Active Open Space upon the cessation of the Uncontrollable Circumstance. Such security shall be in a sum equal to

175% of the estimated cost of the remaining work required to Finally Complete such Active Open Space, as certified by Declarant's architect or landscape architect. Declarant (or, if applicable, Mortgagee or a Party-in-Interest) shall be obligated to re-commence construction of such Active Open Space to Substantially Complete or Finally Complete same at the end of the Uncontrollable Circumstance specified in the Delay Notice, or such lesser period of time as the Chair reasonably determines the Uncontrollable Circumstances shall continue; provided, however, any delay arising by reason of an Uncontrollable Circumstance shall be deemed to continue so long as the Uncontrollable Circumstance continues. If Declarant (or, if applicable, Mortgagee or a Party-in-Interest) fails to resume performance of the subject Active Open Space work within three (3) months after the cessation of the Uncontrollable Circumstance (as reasonably determined by the Chair), the City may undertake performance of the work on the subject Active Open Space only, and draw upon the aforesaid security, to the extent required to complete the work on the subject Active Open Space only. Upon Final Completion of the subject Active Open Space (either by Declarant or the City), the City shall return the aforesaid security (or the undrawn balance thereof) to Declarant (or, if applicable, Mortgagee or a Party-in-Interest). Declarant (or, if applicable, Mortgagee or a Party-in-Interest) hereby grants the City a license to enter upon such portions of the Subject Property as shall be required to exercise the self-help rights conferred upon the City by this Section. The City hereby agrees to indemnify, defend and hold each indemnified party harmless from and against any claims arising by reason of its exercise of the self-help rights set forth in this Section, except to the extent such claim is caused by or contributed by the gross negligence, recklessness or willful acts of the indemnified parties.

ii. "**Uncontrollable Circumstance**" shall mean: an occurrence beyond the reasonable control of Declarant which delays the performance of Declarant's obligations hereunder, provided that Declarant has taken all reasonable steps reasonably necessary to control or to minimize such delay, and which occurrences shall include, but not be limited to: (i) a strike, lockout or labor dispute; (ii) the inability to obtain labor or materials or reasonable substitutes therefor; (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any governmental authority; (v) undue material delay in the issuance of approvals by any governmental authority, provided that such delay is not caused by any act or omission of Declarant; (vi) enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) any state of emergency (whether federal, state or municipal) declared as a result of such pandemic or epidemic; (viii) fire or other casualty; (ix) a taking of the whole or any portion of

the Subject Property by condemnation or eminent domain; (x) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (xi) unforeseen underground or soil conditions, provided that Declarant did not and could not reasonably have anticipated the existence thereof as of the date hereof; (xii) the denial of access to adjoining real property, notwithstanding the existence of a right of access to such real property in favor of Declarant arising by contract, this Notice of Restrictions, or Legal Requirements; (xiii) failure or inability of a public utility to provide adequate power, heat, water, sewer, gas or light or any other utility service; or (xiv) orders of any court of competent jurisdiction, including, without limitation, any litigation which results in an injunction or restraining order prohibiting or otherwise delaying the construction of any portion of the Subject Property.

10. Applications.

a. Declarant and/or Declarant's successors or assigns shall include a copy of this Notice of Restrictions with any application made to DOB for a foundation, new building, alteration, or other permit for any portion of the Subject Property. Nothing in this Notice of Restrictions shall be construed to prohibit or preclude Declarant from filing for, or DOB from issuing, any permit for all or any portion of the Subject Property, in such phase or order as the Declarant sees fit in the Declarant's sole discretion.

b. Subject to the requirements of this Section 10 hereof, nothing in this Notice of Restrictions 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 Notice of Restrictions in connection with any application for any such discretionary approval, and provided that nothing in this Section shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City.

11. Amendment, Modification and Cancellation.

a. This Notice of Restrictions may be amended, cancelled or modified upon application by Declarant and upon the express written approval of Commission or an agency succeeding to Commission's jurisdiction. No other approval by any other public body, private person, or legal entity of any kind shall be required for such modification, amendment or cancellation.

b. Notwithstanding anything to the contrary contained in this Notice of Restrictions, any change to this Notice of Restrictions proposed by Declarant and submitted to the Chair, which the Chair deems to be a minor modification of this Notice of Restrictions, may, by express written consent, be approved administratively by the Chair and no other approval or consent shall be required from the Commission, any public body, private person or legal entity of any kind.

c. Notwithstanding anything to the contrary contained in this Notice of Restrictions, 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 Notice of Restrictions by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Notice of Restrictions or other instrument amending, modifying, canceling, revising or otherwise changing this Notice of Restrictions, 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 Notice of Restrictions.

d. Notwithstanding anything to the contrary contained in this Notice of Restrictions, if the Land Use Approvals, as approved or modified by the City Council, 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 Notice of Restrictions 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 Chair of Declarant's intent to discharge this Notice of Restrictions and request the Chair's approval, which approval shall be limited to ensuring 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 Commission so certified by the Register's Office. If one or more of the Land Use Approvals are declared invalid, then Declarant may apply for modification, amendment or cancellation of this Notice of Restrictions in accordance with this Section 11.

e. From and after the date that no Declarant holds any fee interest in the Subject Property or any portion thereof (other than one or more individual residential or commercial condominium units), and provided the Association shall have

been organized as provided in this Notice of Restrictions, the Association shall be deemed to be the sole Declarant and Party-in-Interest under this Notice of Restrictions for that portion of the Subject Property for which the Association was formed. In such event, the Association shall be the sole party with any right to amend, modify, cancel, revise or otherwise change this Notice of Restrictions, or make any application therefor, and each and every Unit Interested Party hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Notice of Restrictions by the Association; (y) waives and subordinates any rights it may have to enter into an amended Notice of Restrictions or other instrument amending, modifying, canceling, revising or otherwise changing this Notice of Restrictions, 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 Notice of Restrictions.

12. Severability. In the event that any provision of this Notice of Restrictions shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Notice of Restrictions shall continue to be of full force and effect.

13. Governing Law. This Notice of Restrictions shall be governed by and construed in accordance with the laws of the State of New York.

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

15. Approvals. Wherever in this Notice of Restrictions the certification, consent or approval of Declarant, the Chair, Commissioner, or any other City agency or public entity is required or permitted to be given, it is understood that such certification, consent or approval will not be unreasonably withheld, conditioned or delayed.

16. Further Assurances. Declarant and the City each agree to execute, acknowledge and deliver such further instruments, and take such other or further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Notice of Restrictions or to confirm or perfect any right to be created or transferred hereunder, all at the sole cost and expense of the party requesting such further assurances.

17. Estoppel Certificates. Whenever requested by a party, the other party shall within ten (10) business days thereafter furnish to the requesting party a written certificate setting forth: (i) that this Notice of Restrictions is in full force and effect and has not been modified (or, if this Notice of Restrictions has been modified, that this Notice of

Restrictions is in full force and effect, as modified) and (ii) whether or not, to the best of its knowledge, the requesting party is in default under any provisions of this Notice of Restrictions and if such a default exists, the nature of such default.

18. Counterparts. This Notice of Restrictions may be executed in one or more counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

19. Right to Sue. Nothing contained herein shall prevent Declarant from asserting any claim or action against the City, or any of its agencies or any of its officials, arising out of the performance by the City, or agency thereof, or failure of the City or agency thereof, to perform, any of the obligations of the City, or agency thereof, under this Notice of Restrictions or the exercise, by the City, or any agency thereof, of any of its rights under this Notice of Restrictions. Nothing contained herein shall prevent the City of New York or any of its officials from asserting any claim or action against Declarant arising out of Declarant's performance of, or failure to perform, any of its obligations under this Notice of Restrictions, or the exercise by Declarant of any of their rights under this Notice of Restrictions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Notice has been executed as of the day and year first written.

DECLARANT:

Kaufman BedRock Astoria I LLC

By: _____
Name: JAMES MARTIN
Title: AUTHORIZED SIGNATORY

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

On the 6th day of July in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared James V Martin, 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.

Mohan D Buxani
(Notary Public)

Mohan. D. Buxani
Notary Public, State of New York
Registration No. 01BU6266896
Qualified In New York County
Commission Expires August 06, 2028

Exhibit A

Description of Subject Property

Block 641, Lots 4, 9, and 51

ALL that certain plot, piece, parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the First Ward of the Borough of Queens, City of New York, County of Queens, and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northwesterly side of 38th Street (formerly 9th Avenue) and the southwesterly side of 35th Avenue (formerly Pierce Avenue);

RUNNING THENCE northwesterly along southwesterly side of 35th Avenue 200.21 feet to the southeasterly side of 37th Street (formerly 8th Avenue);

THENCE southwesterly along the southeasterly side of 37th Street 413.92 feet;

THENCE southerly along a line forming an interior angle of 128 degrees 59 minutes 55.7 seconds with the southeasterly side of 37th Street, a distance of 257.62 feet to the northwesterly side of 38th Street;

THENCE northeasterly along the northwesterly side of 38th Street 576.04 feet to the corner aforesaid, the point or place of BEGINNING.

TOGETHER WITH THE BENEFITS OF THE EASEMENT AGREEMENT FOR PARKING AND ACCESS SET FORTH IN INSTRUMENT DATED APRIL 30, 1998 AND RECORDED ON MAY 8, 1998 IN REEL 4858 PAGE 1897 AS AMENDED BY FIRST AMENDMENT TO EASEMENT AGREEMENT DATED AS OF JULY 11, 2001 AND RECORDED ON SEPTEMBER 26, 2001 ON REEL 6024 PAGE 2006.

Block 668, Lot 5

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 bounded and described as follows:

BEGNNING at a point on the easterly side of 38th Street (60 feet wide) distant 164.50 feet southerly from the corner formed by the intersection of the easterly side of 38th Street with the southerly side of 35th Avenue (80 feet wide);

RUNNING THENCE easterly at right angles to the easterly side of 38th Street, 97.49 feet to a point;

RUNNING THENCE southerly at right angles to the last mentioned course, 18.00 feet to a point;

RUNNING THENCE easterly at right angles to the last mentioned course, 88.27 feet to the westerly side of Steinway Street (irregular width);

RUNNING THENCE southerly along the westerly side of Steinway Street, 225.55 feet to a point;

RUNNING THENCE westerly at right angles to the westerly side of Steinway Street, 90.00 feet to a point;

RUNNING THENCE northerly parallel with the westerly side of Steinway Street, 5.23 feet to a point;

RUNNING THENCE westerly along a line forming an angle of 90 degrees 10 minutes 24 seconds on the southwest with the last mentioned course, 95.50 feet to the easterly side of 38th Street;

RUNNING THENCE northerly along the easterly side of 38th Street, 237.82 feet to the point or place of BEGINNING.

Block 668, Lot 6

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 bounded and described as follows:

BEGINNING at the corner formed by the intersection of the easterly side of 38th Street (60 feet wide) with the southerly side of 35th Avenue (80 feet wide);

RUNNING THENCE southerly along the easterly side of 38th Street, 164.50 feet to a point;

RUNNING THENCE easterly at right angles to the last mentioned course, 97.46 feet to a point;

RUNNING THENCE southerly at right angles to the last mentioned course, 18.00 feet to a point;

RUNNING THENCE easterly at right angles to the last mentioned course, 88.27 feet the westerly side of Steinway Street (irregular width);

RUNNING THENCE northerly along the westerly side of Steinway Street, 182.50 feet to the southerly side of 35th Avenue;

RUNNING THENCE westerly along the southerly side of 35th Avenue, 185.96 feet to the point or place of BEGINNING;

Exhibit B

Proportionate Share

Block	Lots	Building	Share
641	4, 9, 51, 52	Building A1	10.8%
641		Buildings A2/A3	13.3%
668	6	Building B1	12.2%
668	5	Building B2	7.5%
669	16	N/A	7.6%
669	13	N/A	4.5%
671	8, 12	N/A	5.4%
641	1, 56	N/A	4.0%
669	36	N/A	2.6%
670	4, 47	N/A	7.5%
670	8, 20, 27, 30	N/A	12.3%
671	1	N/A	8.7%
671	20, 23	N/A	3.6%

Exhibit C

Child Care Study Area

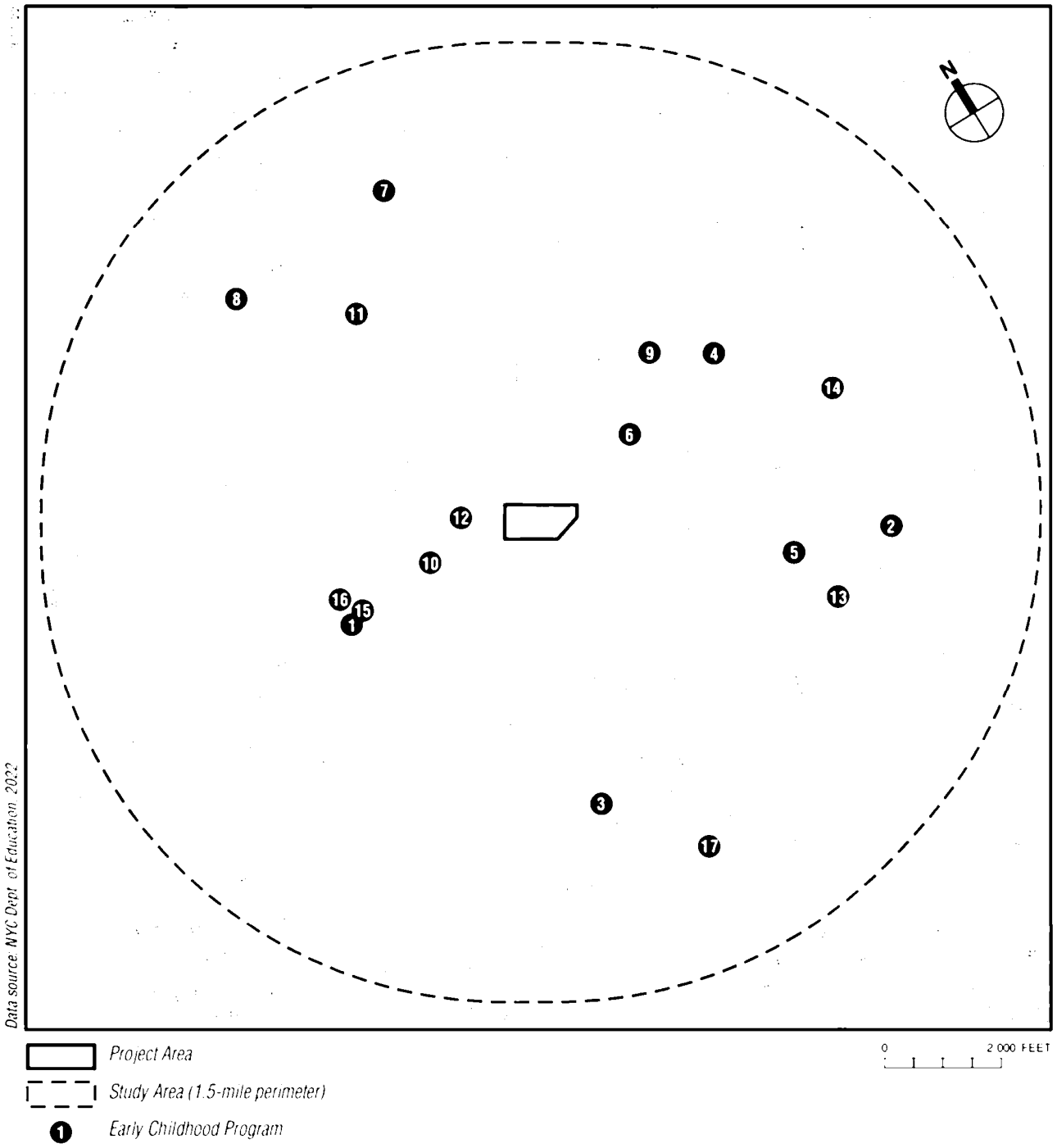

Exhibit D

Form of Notice of ECE Escrow Payment

FORM NOTICE OF ECE ESCROW PAYMENT

[Letterhead of the Chair of the City Planning Commission]

[Date]

Re: Block _____, Lot _____, New York, New York (the "Property")

Dear _____:

This letter constitutes the Notice of ECE Escrow Payment by [Declarant] pursuant to Section 2(a) of that certain Notice of Restrictions made by [Declarant] dated as of _____, _____ (the "NOR").

By this notice, the undersigned confirms that the ECE Escrow Payment has been made by [Declarant] (as defined in the NOR) in accordance with all requirements of the NOR; and, accordingly, [Declarant] has satisfied its obligations under Section 2(a) of the NOR and may accept a temporary certificate of occupancy with respect to the Property.

Yours very truly,

_____

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

Exhibit E

Form of Notice of QPL Payment

FORM NOTICE OF QPL PAYMENT

[Letterhead of the Chair of the City Planning Commission]

[Date]

Re: Block _____, Lot _____, New York, New York (the "Property")

Dear _____:

This letter constitutes the Notice of QPL Payment by [Declarant] pursuant to that certain Notice of Restrictions made by [Declarant] dated as of _____, _____ (the "NOR").

By this notice, the undersigned confirms that the QPL Payment has been made by [Declarant] (as defined in the NOR) in accordance with all requirements of the NOR; and, accordingly, [Declarant] has satisfied its obligations under the NOR and may accept a TCO with respect to the Property.

Yours very truly,

_____

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

Exhibit F

Interim TMP Standards

Such scope of work may include but not be limited to: trip generation, modal split and origin/destination surveys of residents and other uses in the Proposed LSGD, traffic and pedestrian data collection and LOS analyses. It is Declarant's understanding that the findings of interim year TMP will be used by DOT as the basis for directing Declarant's implementation of or payment for some or all of the Traffic and Pedestrian Mitigation Measures, as may also be adjusted by DOT to more adequately address the transportation conditions.