NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 83**

Document ID: 2024062400823001 Document Date: 06-19-2024 Preparation Date: 06-24-2024
Document Type: DECLARATION
Document Page Count: 81

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#916986)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
Sdejesus@ROYALABSTRACT.COM

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(TITLE#916986)
125 PARK AVENUE, SUITE 1610
NEW YORK, NY 10017
212-376-0900
Sdejesus@ROYALABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	1010	26	Entire Lot		341 10TH STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot		Unit	Address
BROOKLYN	1010	27	Entire Lot		N/A 9 STREET

Property Type: RESIDENTIAL VACANT LAND

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:
STELLAR 341 LLC
44 WEST 28TH STREET, 6TH FLOOR
NEW YORK, NY 10001

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:	$	448.00
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 07-02-2024 14:45
City Register File No.(CRFN): **2024000167917**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2024062400823001002C7376

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 83**

Document ID: 2024062400823001 Document Date: 06-19-2024 Preparation Date: 06-24-2024
Document Type: DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	1010	2	Entire Lot		N/A 10TH STREET

Property Type: RESIDENTIAL VACANT LAND

REVISED DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

KINGS COUNTY

Dated as of June 19, 2024.

Block 1010, Lots 2, 26, & 27

RECORD AND RETURN TO:

Sheldon Lobel, P.C.
370 Lexington Avenue, Suite 702
New York, NY 10017

Attention: Richard Lobel, Esq.

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT ("**Declaration**"), made as of the 19th day of June 2024 by STELLAR 341 LLC, a limited liability company established pursuant to the laws of the State of Delaware, having an address at c/o Stellar Management, 44 West 28th Street, 6th Floor, New York, NY 10001("**Declarant**").

W I T N E S S E T H:

WHEREAS, the Declarant is the fee owner of certain real property located in the Borough of Brooklyn, County of Kings, City and State of New York, identified on the Tax Map of the City of New York, County of Kings ("**Tax Map**") as Block 1010, Lots 2, 26, and 27 which real property is more particularly described in Exhibit A as recorded in the Deed under CFRN 200600124951 annexed hereto and made a part hereof (the "**Subject Property**"); and

WHEREAS, the Declarant desires to improve the Subject Property as a "large-scale general development" meeting the requirements of the definition of "large-scale general development" set forth in Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended to date and as same may hereafter be amended (the "**Zoning Resolution**" or "**ZR**") (such proposed improvement of the Subject Property, the "**Proposed Development**"); and

WHEREAS, in connection with the Proposed Development, Declarant has filed applications with the New York City Department of City Planning (hereinafter "**DCP**") for approval by the New York City Planning Commission (the "**Commission**") of: (i) a Zoning Map Amendment to change the Subject Property from: (a) an existing R6A zoning district to an R7-3/C2-4 zoning district and (b) an existing R6B zoning district to an R7-3 zoning district (C 230337 ZMK) (the "**Zoning Map Amendment**"); (ii) a Zoning Text Amendment to: (a) Appendix F of the Zoning Resolution to establish a Mandatory Inclusionary Housing Area over the Subject Property and (b) to expand the geographic applicability of an R7-3 zoning district encompassing the Subject Property (N 230338 ZRK) (the "**Zoning Text Amendment**"); (iii) a Special Permit, pursuant to ZR Section 74-743, to modify certain bulk regulations applicable to the development of the Subject Property (C 230339 ZSK) (the "**Large-Scale Special Permit**"); and (iv) a Special Permit, pursuant to ZR Section 74-532, to waive accessory off-street parking spaces required in connection with units of affordable housing (C 230340 ZSK) (the "**Parking Special Permit**") (collectively, the "**Land Use Applications**"); and

WHEREAS, in connection with the Land Use Applications, an Environmental Assessment Statement ("EAS") was completed as part of CEQR Application No.:23DCP145K; that the EAS was performed pursuant to Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY § 5-01 et. seq. and the State Environmental Quality Review Act, New York State Environmental Conservation Law § 8-0101 et. seq., and the regulations promulgated thereunder at 6 NYCRR Part 617 ("SEQRA"); that the EAS determined the Land Use Applications would not have a significant adverse impact on the environment; and

WHEREAS, Section 74-743(b)(10) of the Zoning Resolution requires that a declaration with regard to ownership requirements in paragraph (b) of the large scale general development definition in Section 12-10 be filed with the Commission; and

WHEREAS, all parties in interest (as such term is defined in the definition of "zoning lot" in ZR Section 12-10) to the Subject Property as shown on the Certification of Parties in Interest prepared by Royal Abstract of New York LLC., dated February 14, 2024, and attached hereto as Exhibit B, have joined in this Declaration or have waived their respective rights to execute this Declaration by written instrument annexed hereto as Exhibit B:1 (which instruments are intended to be recorded in the Register's Office simultaneously with the recordation of this Declaration), or have previously waived their right to do so; and

WHEREAS, the Declarant desires to restrict the manner in which the Subject Property may be developed, redeveloped, maintained and operated in the future, and intends these restrictions to benefit all the land on the Subject Property.

NOW, THEREFORE, the Declarant does hereby declare and agree that the Subject Property shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations, easements, and agreements of this Declaration, which shall run with the Subject Property and which shall be binding on the Declarant, its successors and assigns as follows:

1. **Designation of Large-Scale General Development.** Declarant hereby declares and agrees that, following the Effective Date (as defined in **Section 5** hereof), the Subject Property, if developed pursuant to the Large Scale Special Permit, shall be treated and developed as a "large-scale general development", as such term is defined in the Zoning Resolution in effect on the Effective Date, and shall be developed and enlarged as a single unit.

2. **Development and Use of the Subject Property.**

(a) **Plans**. If the Subject Property is developed in whole or part in accordance with the Large Scale Special Permit, Declarant covenants and agrees that the Proposed Development on the Subject Property shall be constructed substantially in accordance with the following plans prepared by Marvel Architects, and annexed hereto as Exhibit C and made a part hereof (collectively, the "**Plans**"):

Drawing No.	Title	Date
U-002.00	LSGD Site Plan	09-15-2023
U-003.00	LSGD Zoning Calculations	10-02-2023
U-006.00	Zoning Diagrams – Waiver Plan	10-02-2023
U-007.00	Zoning Sections I	10-02-2023
U-008.00	Zoning Sections II	09-15-2023

3. **Representation.** Declarant hereby represents and warrants that as of the Effective Date there will be no restriction of record on the development, enlargement, or use of the Subject Property, nor any then-existing estate or interest in the Subject Property, nor any lien, obligation, covenant, easement, limitation or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the Subject Property as a large-scale general development as set forth herein.

4. Binding Effect. The restrictions, covenants, rights and agreements set forth in this Declaration 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 the Declaration 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 Declaration 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 Declaration with respect to actions or matters occurring subsequent to the date such party assumes an interest in the Subject Property to the extent of such party's interest in the Subject Property. For purposes of this Declaration, any successor to a Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of any interest in the Subject Property.

5. Recordation

(a) **Effective Date.** This Declaration and the provisions and covenants hereof shall become effective only upon the Effective Date (defined hereinafter), provided, that in the event that any administrative, judicial, or other action or enforcement proceeding is brought challenging the validity of the Large Scale Special Permits, the approval of any of the Land Use Applications, the conveyance of any portion of the Subject property to the Declarant, or any action undertaken in connection with or related thereto, then the Effective Date shall be deferred to the date of final resolution of such action or proceeding, including any appeals, upholding in all respects the validity of the Large Scale Special Permits, the approval of the Land Use Application, the conveyance of any portion of the Subject Property, or such related action(s) as the case may be.

(i) "**Effective Date**" shall mean the date upon which the Final Approval (hereinafter defined) becomes effective.

(ii) "**Final Approval**" shall mean the approval of the Land Use Applications by the Commission pursuant to New York City Charter Section 197-c, which shall be effective on the date that the City Council's period of review has

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

(b) Recordation. Within ten (10) business days of the date hereof, Declarant shall endeavor to file and record this Declaration (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 Declaration 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 record such documents, then the City may record duplicate originals of such documents. However, all fees paid or payable for the purposes of recording such documents, whether undertaken by Declarant, or by the City (as permitted in accordance with this paragraph), shall be borne by Declarant.

6. 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 Declaration, and Declarant shall have no personal liability under this Declaration. In the event that any building in the Proposed Development is converted to condominium form of ownership, every condominium unit (other than condominium unit subject to income-restrictions) 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, and provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Proposed Development 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 property owner's association "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 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 Declaration. The City agrees that, prior to enforcing its rights against a Unit Interested Party, the City shall first attempt to enforce its rights under this Declaration against Declarant, the Association and the boards of managers of any condominium association. In the event that the Association shall default in its obligations under this Declaration, the City shall have the right to obtain from the Association and/or boards of managers of any condominium association, the names of the Unit Interested Parties who have not paid their Individual Assessment Interests. Notwithstanding the foregoing, 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 Declaration 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 Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in-interest's interest.

(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 Declaration 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 Declaration, 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 Declaration 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 Declaration (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 Declaration 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 negligence of Declarant, its agents, servants or employees in undertaking its obligations under this Declaration 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.

7. **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 Declaration shall be in writing and shall be sent or delivered as follows:

(a) if to Declarant:
STELLAR 341 LLC
c/o Stellar Management
44 West 28th Street, 6th Floor
New York, NY 10001
Attn: Adam Roman

with a copy to:
Sheldon Lobel, P.C.
370 Lexington Avenue, Suite 702
New York, New York 10017
Attn: Richard Lobel, Esq.

(b) if to the Commission:

New York City Planning Commission
120 Broadway, 31st Floor
New York, New York 10271
Attention: Chairperson

with a copy to:
The general counsel of Commission at the same address

(c) if to a Party-in-Interest other than Declarant: at the address provided in writing to Commission in accordance with this Section 7.

(d) if to a mortgagee of all or any portion of the Subject Property (a "**Mortgagee**"):at the address provided in writing to Commission in accordance with this Section 7.

Declarant, the Commission, any Party-in-Interest, and any Mortgagee may, by notice provided in accordance with this Section 7, change any name or address for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (i) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall he deemed delivered for all purposes hereunder five days after being actually mailed; (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 Commission to a Declarant shall also be sent to every Mortgagee of whom 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 Commission has notice.

8. Enforcement, Defaults and Remedies.

(a) Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit the City. If Declarant fails to perform any of Declarant's obligations under this Declaration, the City shall have the right to enforce this Declaration against Declarant and exercise any administrative legal or equitable remedy available to the City, and Declarant hereby consents to same; provided that this Declaration 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 shall be subject to the cure provisions and periods set forth in Section 8(c) hereof. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Declaration and a revocation by the City of any certificate of occupancy, temporary or permanent, for any portion of the Large-Scale Development Project on the Subject Property subject to the Large-Scale Special Permit; provided, however, that such right of revocation shall not permit or be construed to permit the revocation of any certificate of occupancy for any use or improvement that exists on the Subject Property as of the date of this Declaration;

(b) Notwithstanding any provision of this Declaration, only Declarant, and Declarant's successors and assigns and the City, acting through CPC, shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. 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 Declaration or any document or instrument executed or delivered in connection with the Land Use Applications.

(c) Notice and Cure

(i) Prior to City instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, City shall give Declarant, every mortgagee of all or any portion of the Property (a "Mortgagee") and every Party-in-Interest thirty (30) business days written notice of such alleged violation, during which period Declarant, any Party in Interest and/or Mortgagee shall have the opportunity to effect a cure of such alleged violation or to demonstrate to City why the alleged violation has not occurred. If a Mortgagee or Party in Interest performs any obligation or effects any cure Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of Declarant and shall be accepted by any person or entity benefited hereunder, including CPC and City, as if performed by Declarant. If Declarant, any Party-in-Interest or Mortgagee commences to effect such cure within such thirty (30) day period (or if cure is not capable of being commenced within such thirty (30) 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) day period (as such may be extended 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. In the event that more than one Declarant exists at any time on the Subject Property, notice shall be provided to all Declarants from whom City has received notice in accordance with Section 7 hereof, and the right to cure shall apply equally to all Declarants.

(ii) If, after due notice and opportunity to cure as set forth in section , Declarant, Mortgagee or a Party in Interest shall fail to cure the alleged violation within the applicable grace period provided herein, then, upon expiration of such cure period, prior to the intuition by the City of any action or proceeding against Declarant, every Mortgagee and Party-in-Interest shall be given thirty (30) days written notice of such alleged 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 commenced to effect a cure during such thirty (30) 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 obligations or effects any cure Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of the 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 **Section 7(b)(ii)**, Declarant, Mortgagee, or a Party-in-Interest shall fail to cure the alleged breach or other violation under this Declaration 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 Declaration on any grounds including the sole ground that a Declarant is in default of a material obligation under this Declaration. The time period for curing any violation by Declarant, Mortgagee, and/or Party-in-Interest shall be subject to extension for Uncontrollable Circumstances pursuant to the provisions of this Declaration.

(d) Notwithstanding any provision of this Declaration 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 Declaration. 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 Declaration or any document or instrument executed or delivered in connection with the Large-Scale Special Permit. In any proceedings brought by the City against Declarant seeking to: (1) deny or revoke building permits or certificates of occupancy with respect to the Proposed Development on the Subject Property, or (2) to revoke any Large-Scale Special Permit approved by the Land Use Applications, or (3) 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 developed as part of the Proposed Development on 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 the Large Scale Special Permit approved by the Land Use Applications or 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 Proposed Development for which no such failure to comply has occurred. No Person other than Declarant or any Mortgagee, shall have any right to enforce the provisions of this Declaration. This Declaration shall not create any enforceable interest or right in any Person, other than Declarant or any Mortgagee, and nothing contained herein shall be deemed to allow any other Person, any interest or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Applications.

(e) **Uncontrollable Circumstances.**

(i) In the event that, as the result of an Uncontrollable Circumstance, Declarant is unable to perform or complete any obligation at the time or times required by this Declaration or 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 may, upon notice to the Chair (a **"Delay Notice")** within forty-eight (48) hours 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). In the exercise of his or her reasonable judgment, the Chair shall thereafter, within ten (10) 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) day period shall be deemed to be a determination by the Chair that Uncontrollable Circumstance has occurred. If the Chair certifies that an Uncontrollable Circumstance exists, the Chair shall grant Declarant appropriate relief, including notifying DOB that a Building Permit, Temporary Certificate of Occupancy or a Permanent Certificate of Occupancy (as applicable) may be issued for any buildings, or portions thereof, located within the Subject Property. Upon cessation of the Uncontrollable Circumstance,

Declarant shall promptly recommence its obligations under this Declaration subject to the Uncontrollable Circumstance.

(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) fire or other casualty; (viii) a taking of the whole or any portion of the Subject Property by condemnation or eminent domain; (ix) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (x) unforeseen underground or soil conditions, provided that Declarant did not and could not reasonably have anticipated the existence thereof as of the date hereof; (xi) 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 Declaration; or Legal Requirements, (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; or (xiii) 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.

9. Applications.

(a) Declarant and/or Declarant's successors or assigns shall include a copy of this Declaration with any application made to DOB for a foundation, new building, alteration, or other permit for any portion of the Proposed Development subject to the Land Use Applications. Nothing in this Declaration, including but not limited to the declaration and covenant made in **Section 1** hereof to develop and enlarge the Subject Property as a single unit, shall be construed to prohibit or preclude Declarant from filing for, or DOB from issuing, any permit for all or any portion of the Proposed Development, in such phase or order as the Declarant sees fit in the Declarant's sole discretion.

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

10. Amendment, Modification and Cancellation.

(a) This Declaration 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 Declaration, any change to this Declaration proposed by Declarant and submitted to the Chair, which the Chair deems to be a minor modification of, or in substantial compliance with, this Declaration, 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 Declaration, for so long as Declarant (including any successor to its interest as fee owner of all or any portion of the Subject Property, other than a Unit Interested Party) shall hold any fee interest in the Subject Property, or any portion thereof, (i) all Unit Interested Parties, (ii) all boards of managers of any condominium or cooperative association, and (iii) the Association, hereby (x) irrevocably consent to any amendment, modification, cancellation, revision or other change in this Declaration by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominate, constitute and appoint Declarant, their true and lawful attorney-in-fact, coupled with an interest, to execute any document or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

(d) Notwithstanding anything to the contrary contained in this Declaration, if the Land Use Applications, 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 Declaration shall be cancelled and shall be of no further force or effect and an instrument discharging it may be recorded. Prior to the recordation of such instrument, Declarant shall notify the Chair of Declarant's intent to discharge this Declaration 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 some of the Land Use Applications are declared invalid, then Declarant may apply for modification, amendment or cancellation of this Declaration in accordance with this **Section10**.

(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 Declaration, the Association shall be deemed to be the sole Declarant and Party-in-Interest under this Declaration for that portion of the Proposed Development upon 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 Declaration, 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

Declaration by the Association; (y) waives and subordinates any rights it may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominates, constitutes and appoints the Association its true and lawful attorney-in-fact, coupled with an interest to execute any documents or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration

11. Severability. In the event that any provision of this Declaration 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 Declaration shall continue to be of full force and effect.

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

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

14. Approvals. Wherever in this Declaration the certification, consent or approval of Declarant, the Chair, or the Commissioner is required or permitted to be given, it is understood that time is of the essence and such certification, consent or approval will not be unreasonably withheld or delayed.

15. 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 Declaration 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.

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

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

18. 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 the obligations of the City, or agency thereof, under this Declaration or the exercise, by the City, or any agency thereof, of any of its rights under this Declaration. 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 Declaration, or the exercise by Declarant of any of their rights under this Declaration.

19. **Offering Plan.** In the event that cooperative or condominium units are offered for sale in any building on the Subject Property, a summary of the terms of the Declaration shall be included in any offering plan issues. Such offering plan shall clearly identify the rights and obligations pursuant to this Declaration or any cooperative or condominium that may be formed.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

STELLAR 341 LLC, a

Delaware limited liability company

By: 

Name: Adam Roman
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF New York)

) SS.:

COUNTY OF New York)

On the 19th day of June, 2024, before me, the undersigned, personally appeared Adam Roman, 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/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

JENNIFER PENA
Notary Public, State of New York
No. 01PE6152723
Qualified in New York County
Commission Expires 9-08-26

EXHIBIT A

SUBJECT PROPERTY

PROPERTY DESCRIPTION

DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York known and designated on the Tax Map of the City of New York for the Borough of Brooklyn, as Section 4, Block 1010, Lot 26, and bounded and described as follows:

BEGINNING at a point on the northerly side of 10th Street, distant 88.35 feet Easterly from the corner formed by the intersection of the easterly side of 4th Avenue and the northerly side of 10th Street;

RUNNING THENCE Easterly along the northerly side of 10th Street, 511.65 feet;

RUNNING THENCE Northerly at right angles to the northerly side of 10th Street, 125 feet;

RUNNING THENCE Westerly at right angles to the last mentioned course, 4.25 feet;

RUNNING THENCE Northerly at right angles to the last mentioned course, 47.50 feet to a point on the southerly side of 9th Street, which point is distant 100 feet Westerly from the corner formed by the intersection of the westerly side of 5th Avenue and the southerly side of 9th Street;

RUNNING THENCE Westerly along the southerly side of 9th Street, 245 75 feet;

RUNNING THENCE Southerly at right angles to the southerly side of 9th Street, 62.50 feet;

RUNNING THENCE Westerly on a line which forms an exterior angle of 106 degrees, 42 minutes, 00 seconds with the last mentioned course, 34.80 feet to a point;

RUNNING THENCE Westerly on a line which forms an exterior angle of 163 degrees, 18 minutes, 00 seconds with the last mentioned course, 216.67 feet;

RUNNING THENCE Southerly at right angles to the last mentioned course, 20 feet;

RUNNING THENCE Westerly at right angles to the last mentioned course, 11.65 feet;

RUNNING THENCE Southerly at right angles to the last mentioned course, 80.00 feet to the point or place of BEGINNING.

N.B. # _____
or
ALT. # _____

EXHIBIT I

CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION C OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK AS AMENDED
EFFECTIVE AUGUST 18, 1977

ROYAL ABSTRACT OF NEW YORK LLC, an abstract company licensed to do business in the State of New York and having its principal office at 125 Park Avenue, New York, New York, hereby certifies that as to the land hereafter described being a tract of land, either unsubdivided or consisting of two or more lots of record contiguous for a minimum of ten linear feet located within a single block in the single ownership of **Stellar 341 LLC**, and that the parties of interest constituting a "party of interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1) **Stellar 341 LLC** **156 William Street, 10th Floor** **New York, NY**	**Fee Owner**
2) **New York Community Bank** **102 Duffy Avenue, 5th Floor** **New York, NY**	**Mortgagee**

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as **Block 1010 Lot 26** on the **Tax Map of the City of New York, Kings County**, and more particularly described as follows:

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

BEGINNING at a point on the northerly side of 10th Street, distant 88.35 feet easterly from the corner formed by the intersection of the easterly side of Fourth Avenue and the northerly side of 10th Street;

RUNNING THENCE easterly along the northerly side of 10th Street, 511.65 feet;

THENCE northerly at right angles to the northerly side of 10th Street, 125 feet;

THENCE westerly at right angles to the last mentioned course, 4.25 feet;

THENCE northerly at right angles to the last mentioned course, 47.50 feet to a point on the southerly side of 9th Street, which point is distant 100 feet westerly from the corner formed by the intersection of the westerly side of Fifth Avenue and the southerly side of 9th Street;

THENCE westerly along the southerly side of 9th Street, 245.75 feet;

THENCE southerly at right angles to the southerly side of 9th Street, 62.50 feet;

THENCE westerly on a line which forms an exterior angle of 106 degrees 42 minutes 00 seconds with the last mentioned course, 34.80 feet to a point;

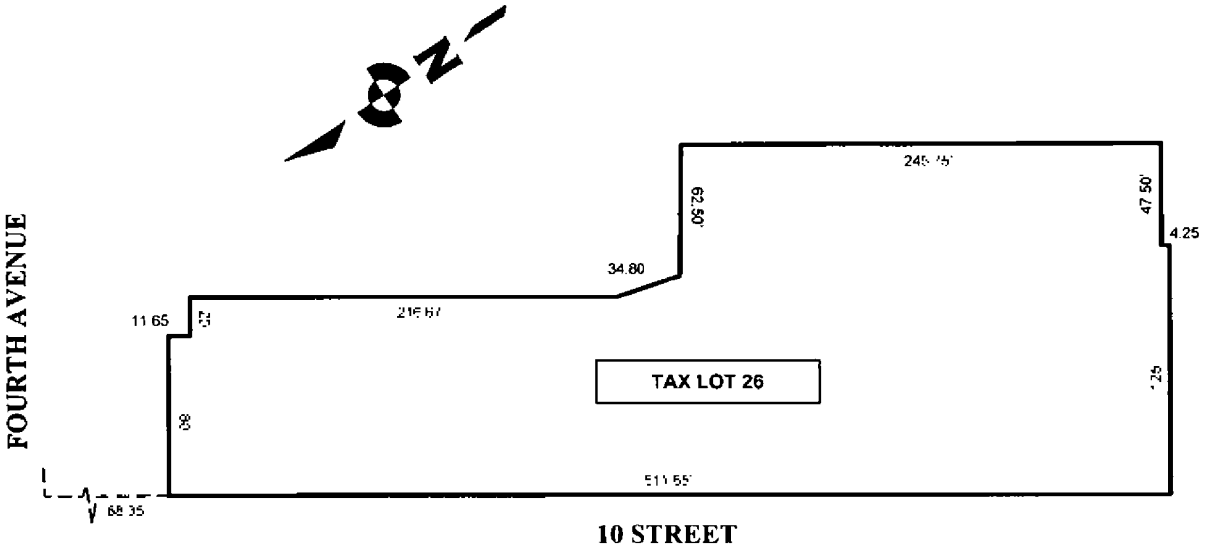
THENCE westerly on a line which forms an exterior angle of 163 degrees 18 minutes 00 seconds with the last mentioned course, 216.67 feet;

THENCE southerly at right angles to the last mentioned course, 20 feet;

THENCE westerly at right angles to the last mentioned course, 11.65 feet;

THENCE southerly at right angles to the last mentioned course, 80.00 feet to the point or place of BEGINNING.

That the said premises are known as and by the street address **303-359 10th Street a/k/a 288-290 East 9th Street, Brooklyn, NY** as shown by the following:



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

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

Certified as of 2/14/2024

ROYAL ABSTRACT OF NEW YORK LLC

Michael Roberts, C.O.O.

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

On the 15th day of February, 2024, before me, personally appeared **Michael Roberts**, personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Nancy Georgiou

NANCY GEORGIOU
Notary Public, State of New York
Reg. No. 01GE6256421
Qualified in Suffolk County
Commission Expires February 27, 2024

Notary Public - State of New York

EXHIBIT B:1

WAIVERS AND SUBORDINATION

(SEPARATE ATTACHMENT)

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF LEASEHOLD MORTGAGE

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE, made this 20th day of February, 2024 by Flagstar Bank, N.A., Successor in Interest to New York Community Bank, having an address at 102 Duffy Avenue, 3rd Floor, Hicksville, NY 11801 (the "Leasehold Mortgagee").

WITNESSETH

WHEREAS, the Leasehold Mortgagee is the lawful holder of a certain mortgage, dated June 29, 2015, (the "Mortgage") made by STELLAR 341 LLC (the "Mortgagor"), in favor of the Leasehold Mortgagee, recorded in the Office of the Register/Clerk of the City of New York on July 15, 2015 (CRFN 2015000245071); and

WHEREAS, the Leasehold Mortgagee is also the lawful holder of a modified mortgage, dated October 13, 2020, (the "Modified Mortgage") made by the Mortgagor, in favor of the Leasehold Mortgagee, recorded in the Office of the Register/Clerk of the City of New York on May 21, 2021 (CFRN 2021000189434); and

WHEREAS, the Mortgage and Modified Mortgage encumbers all or a portion of the property (the "Premises") known as Block 1010, Lot 26 on the Tax Map of the City of New York, County of Kings, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property will be the subject of a restrictive declaration intended to be executed by the Mortgagor (the "Declaration"); and

WHEREAS, Leasehold Mortgagee represents that the Mortgage represents its sole interest in the Subject Property; and

WHEREAS, the Declaration, which is intended to be recorded in the Office of said Register/Clerk simultaneously with the recording hereof, shall subject the Subject Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the Declaration; and

WHEREAS, the Leasehold Mortgagee agrees, at the request of the Mortgagor, to waive its right to execute the Declaration and to subordinate the Mortgage and Modified Mortgage to the Declaration.

NOW, THEREFORE, the Leasehold Mortgagee (i) hereby waives any rights it has to execute, and consents to the execution by the Mortgagor of, the Declaration and (ii) hereby agrees that the Mortgage and Modified Mortgage, any liens, operations and effects thereof, and any extensions, renewals, modifications and consolidations of the Mortgage and Modified Mortgage,

shall in all respects be subject and subordinate to the terms and provisions of the Declaration.

This Waiver of Execution of Restrictive Declaration and Subordination of the Mortgage and the Modified Mortgage shall be binding upon the Leasehold Mortgagee and its heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Leasehold Mortgagee has duly executed this Waiver of Execution of Restrictive Declaration and Subordination of Mortgage and the Modified Mortgage as of the date and year first above written.

Flagstar Bank, N.A., Successor in Interest to
New York Community Bank

By: _____
Name: Scott Swerdlin
Title: Managing Director

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
) .ss.:
COUNTY OF NASSAU)

On the 20th day of February in the year 2024 before me, the undersigned, personally appeared Scott Swerdlin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

CHANDRA P. KHAIRAM
Notary Public, State of New York
No. 01KH6191133
Qualified in Queens County
Commission Expires August 04, 2024

Schedule A

TAX LOT INFORMATION:
Block: 1010
Lots: 26

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of 10th Street, distant 88.35 feet easterly from the corner formed by the intersection of the easterly side of 4th Avenue and the northerly side of 10th Street;

RUNNING THENCE easterly along the northerly side of 10th Street, 511.65 feet;

THENCE northerly at right angles to the northerly side of 10th Street, 125 feet;

THENCE westerly at right angles to the last mentioned course, 4.25 feet;

THENCE northerly at right angles to the last mentioned course, 47.50 feet to a point on the southerly side of 9th Street, which point is distant 100 feet westerly from the corner formed by the intersection of the westerly side of 5th Avenue and the southerly side of 9th Street;

THENCE westerly along the southerly side of 9th Street, 245.75 feet;

THENCE southerly at right angles to the southerly side of 9th Street, 62.50 feet;

THENCE westerly on a line which forms an exterior angle of 106 degrees 42 minutes 00 seconds with the last mentioned course, 34.80 feet to a point;

THENCE westerly on a line which forms an exterior angle of 163 degrees 18 minutes 00 seconds with the last mentioned course, 216.67 feet;

THENCE southerly at right angles to the last mentioned course, 20 feet;

THENCE westerly at right angles to the last mentioned course, 11.65 feet;

THENCE southerly at right angles to the last mentioned course, 80.00 feet to the point or place of BEGINNING.

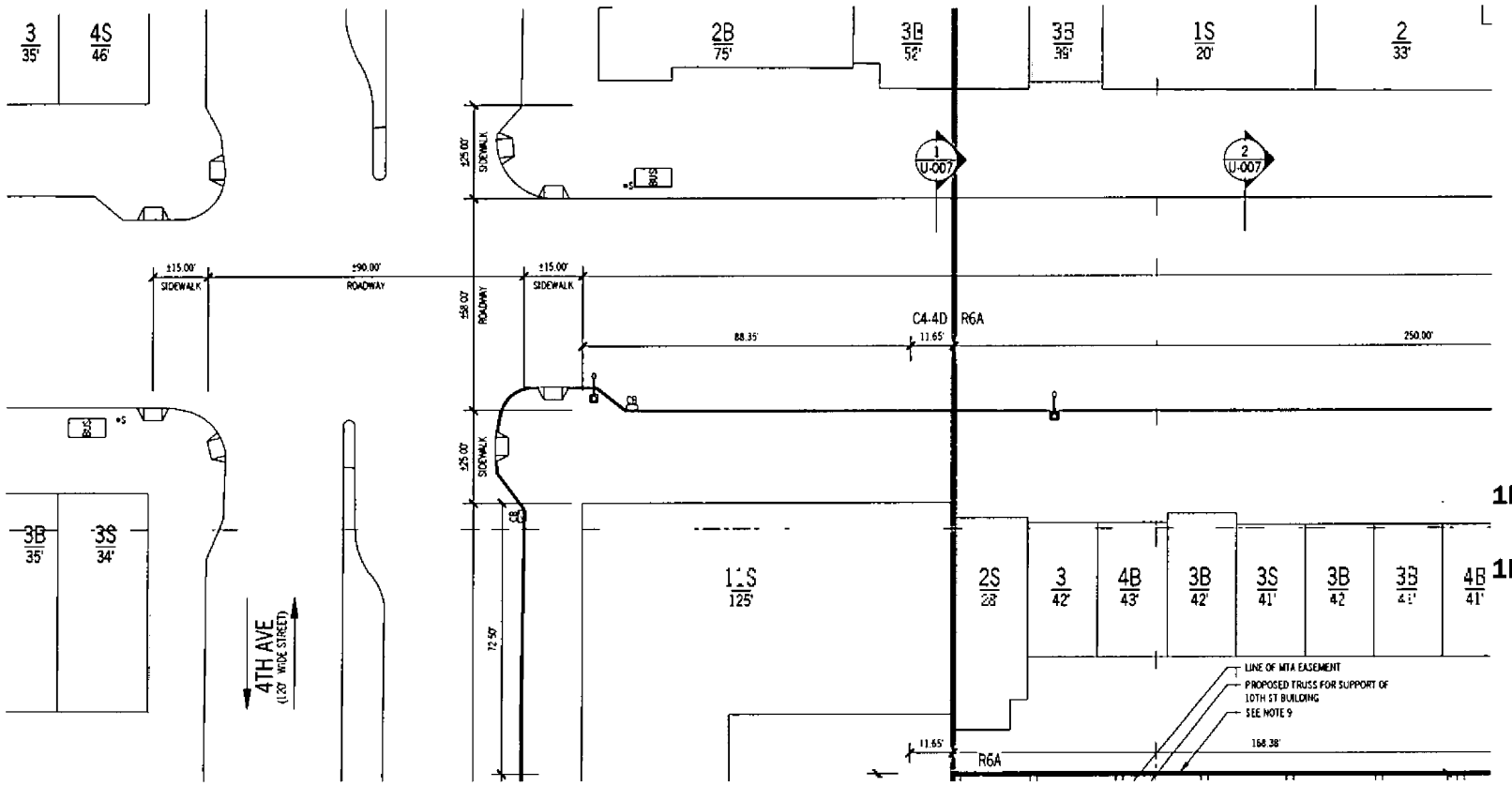
For Information Only: Said premises are known as 303-359 10th Street a/k/a 288-290 9th Street, Brooklyn, NY and designated as Block 1010 Lot 26 as shown on the Tax Map of the City of New York, County of Kings.

EXHIBIT C

PLANS

(SEPARATE ATTACHMENT)

1A 1B



1A

1D

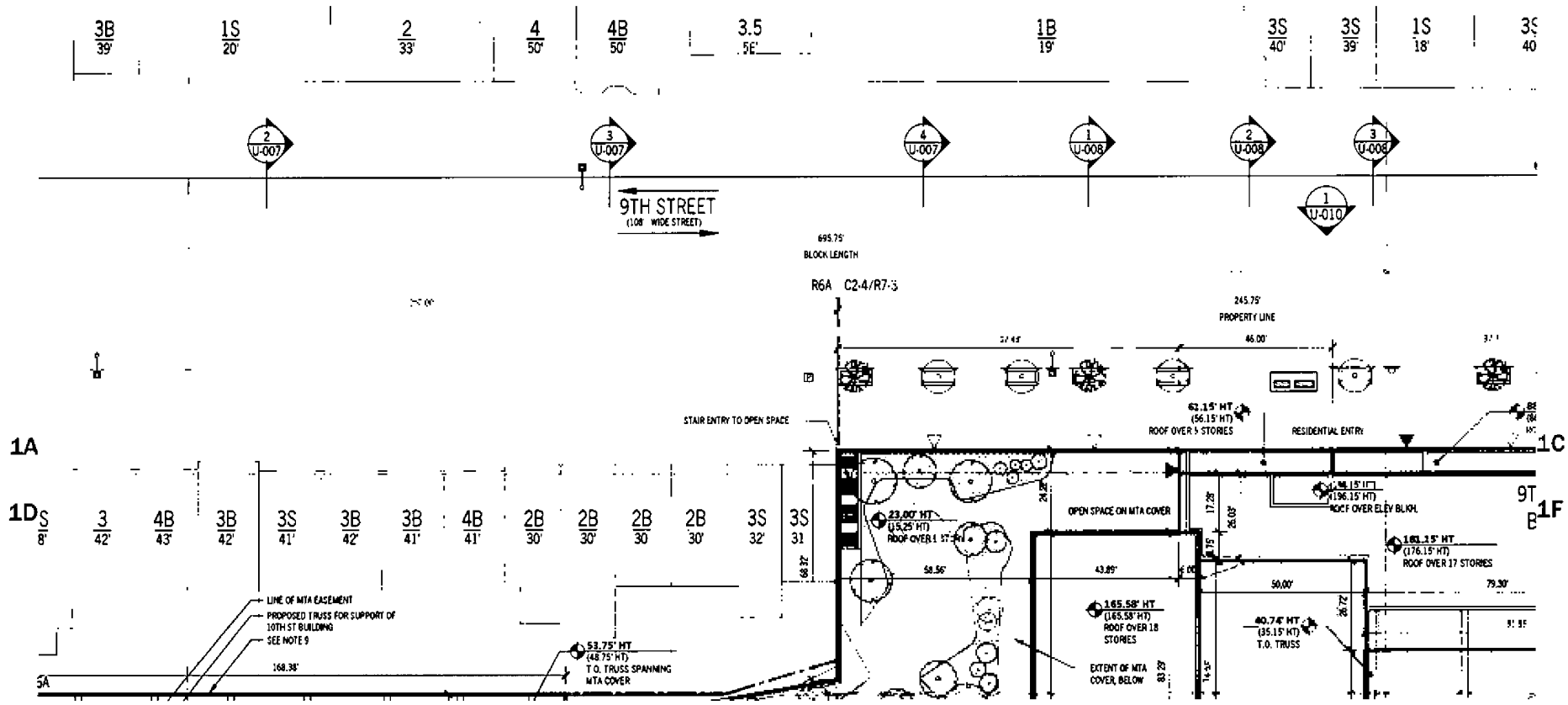
1B

1E

1D 1E

1A 1B

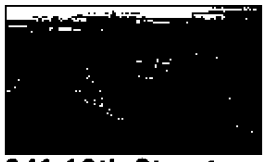
1B 1C



1D 1E

1E 1F

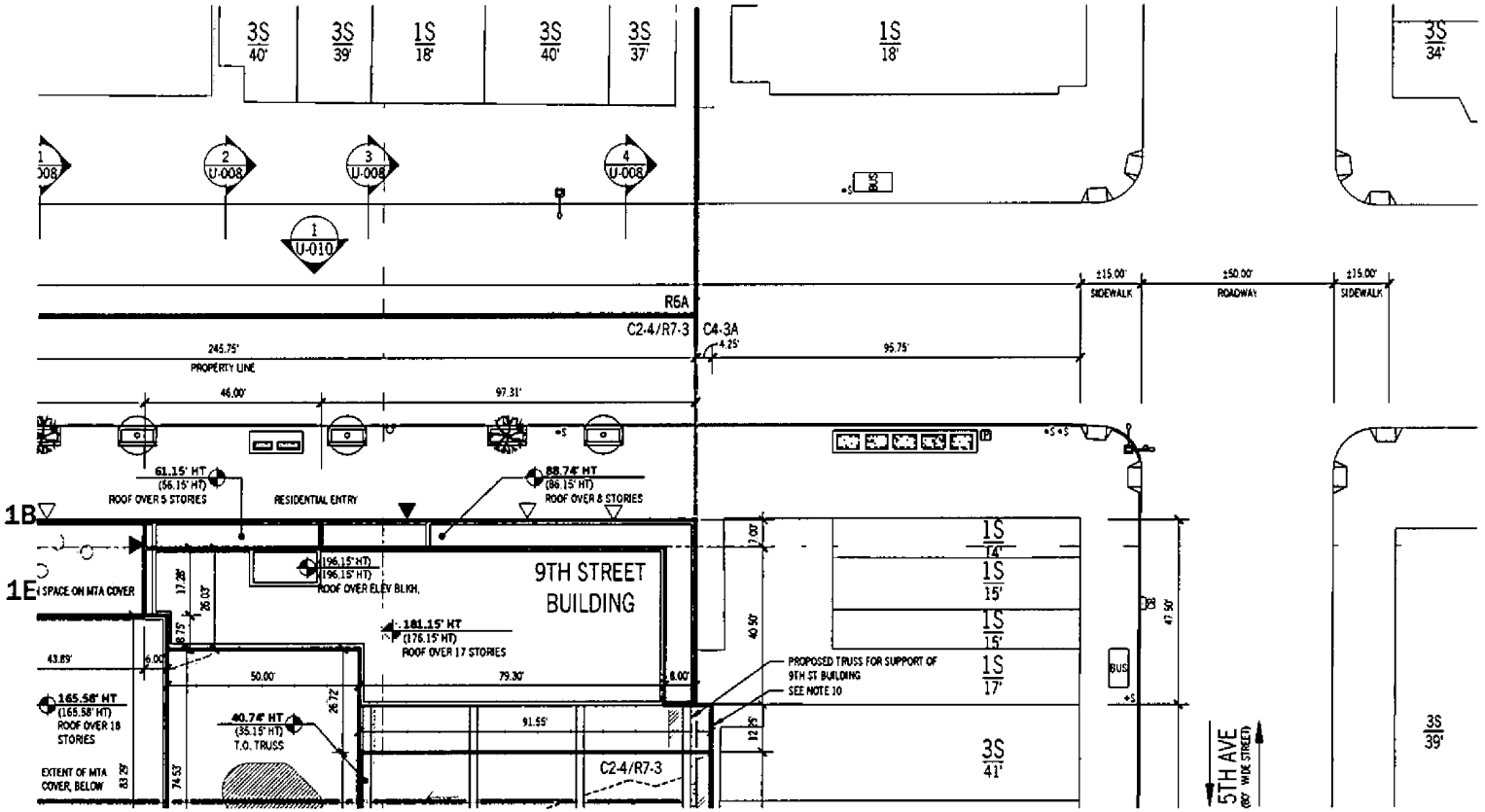
1B 1C



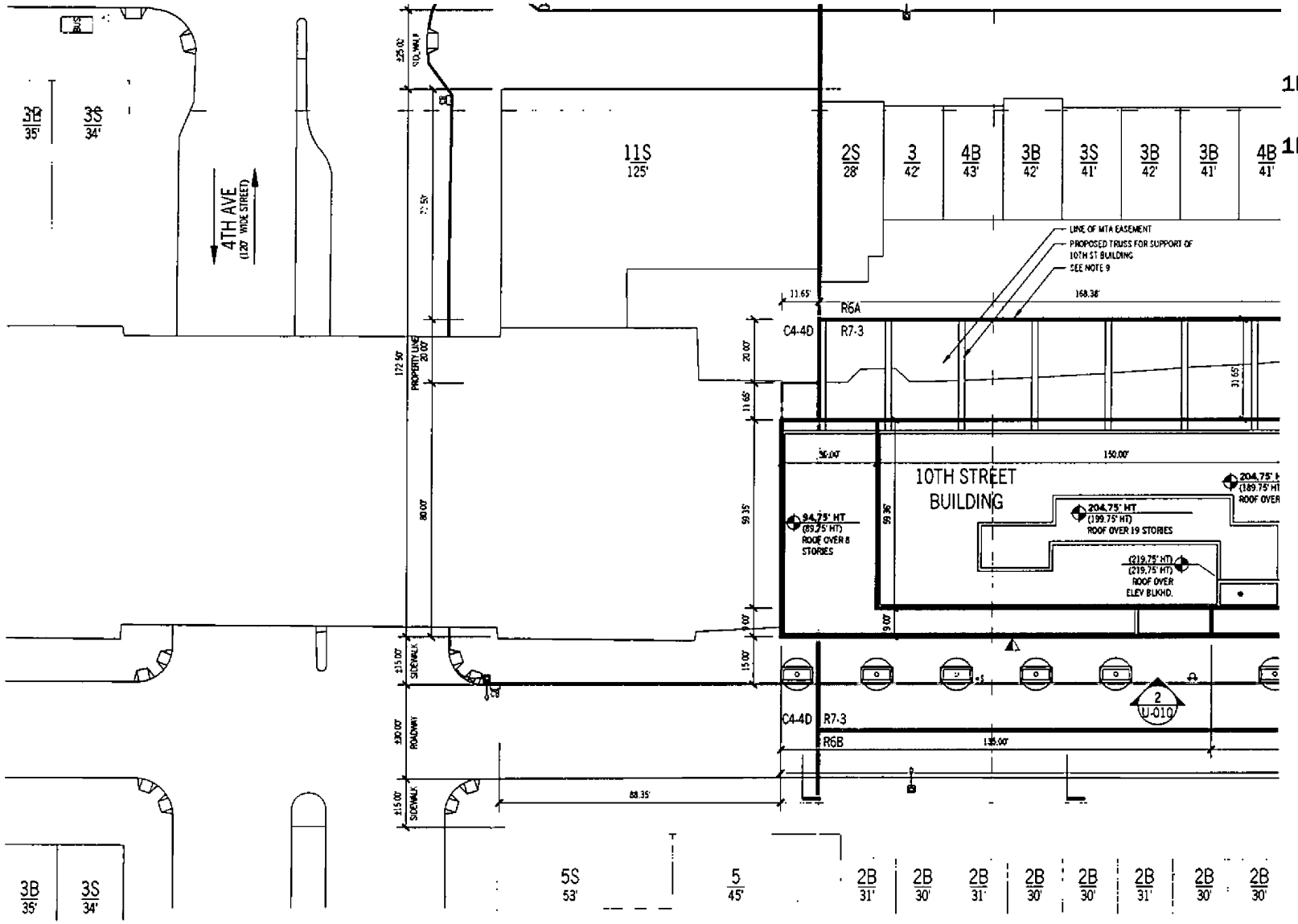
341 10th Street

Marvel Architects
145 HUDSON ST FL 3 NEW YORK, NY 10013 212.616.0420

OWNER/CLIENT [redacted]
CODE CONSULTING
EXPEDITING



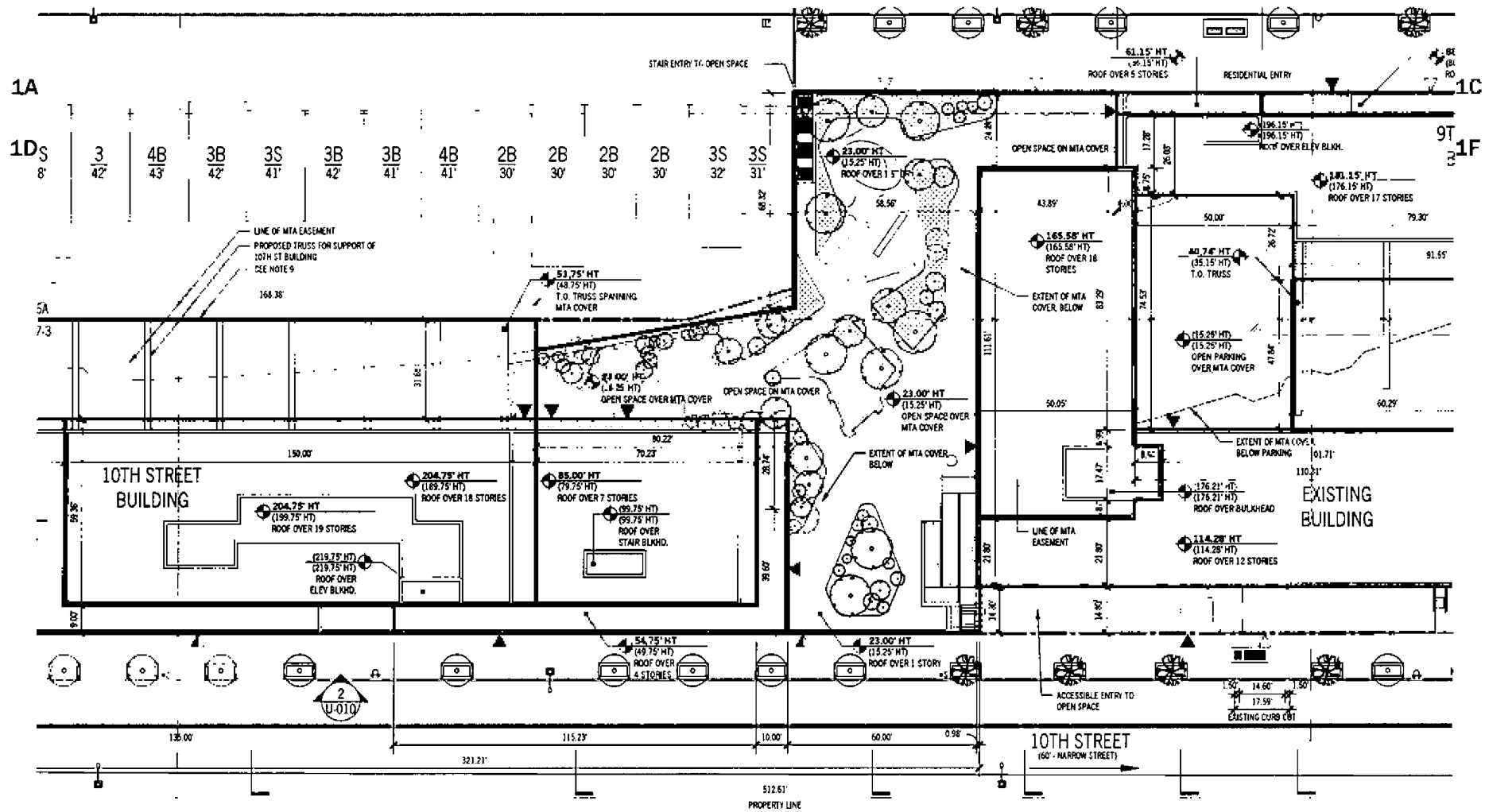
1E 1F



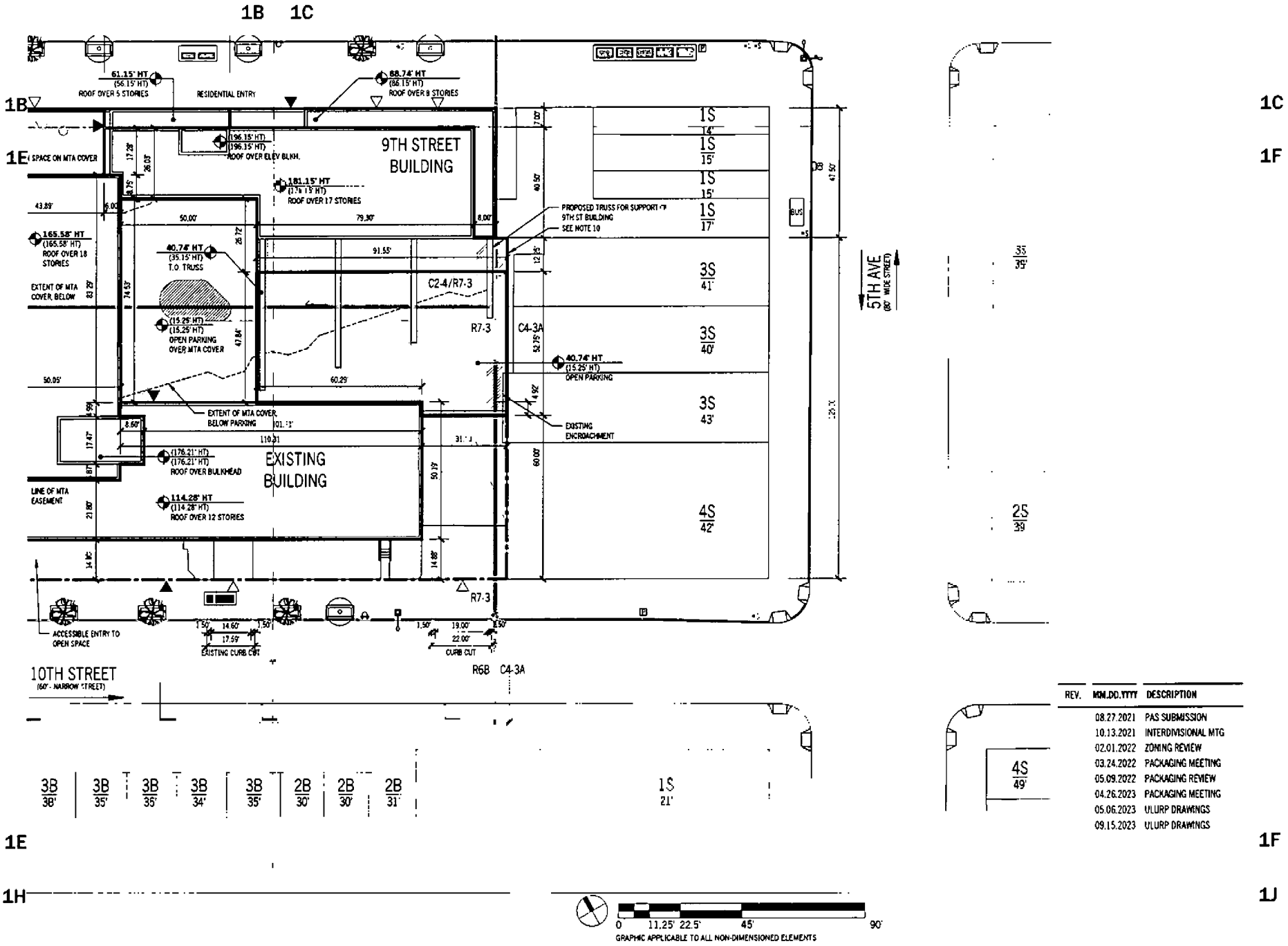
1 SITE PLAN - PROPOSED
1" = 22'-6"

LEGEND

GENERAL NOTES

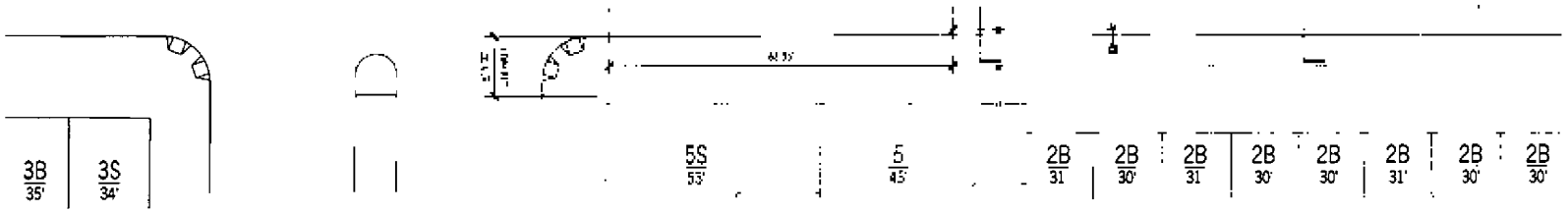


GENERAL NOTES



REV.	MM.DD.YYYY	DESCRIPTION
	08.27.2021	PAS SUBMISSION
	10.13.2021	INTERDIVISIONAL MTG
	02.01.2022	ZONING REVIEW
	03.24.2022	PACKAGING MEETING
	05.09.2022	PACKAGING REVIEW
	04.26.2023	PACKAGING MEETING
	05.06.2023	ULURP DRAWINGS
	09.15.2023	ULURP DRAWINGS

1D 1E



1D 1E

1G 1H

1 SITE PLAN - PROPOSED
1" = 22'-6"

LEGEND

GENERAL

R6A R7-3 ZONING DISTRICT

EXISTING BUILDING/MTA COVER TO REMAIN

PROPOSED BUILDING

ZONING LOT LINE

ZONING DISTRICT BOUNDARY

EXTENT OF MTA COVER

MTA EASEMENT

ILLUSTRATIVE BUILDING LINE

PROPOSED MAXIMUM BUILDING ENVELOPE

DEVELOPMENT ENVELOPE HEIGHT (ILLUSTRATIVE BUILDING HEIGHT)

SITE PLAN

5 # STORIES

4B # STORIES W/ BASEMENT

3S # STORIES W/ STORE

35' BUILDING HEIGHT

RESIDENTIAL ACCESS POINT

COMMUNITY ACCESS POINT

COMMERCIAL ACCESS POINT

VEHICULAR ACCESS POINT

EXISTING FIRE HYDRANT

STREET LAMP

STREET LAMP WITH TRAFFIC LIGHT

S EXISTING SIGN

EXISTING STREET VENT GRILLE

ROAD DIRECTION

EXISTING STREET TREE TO REMAIN

PROPOSED NEW STREET TREE

BUS EXISTING BUS STOP

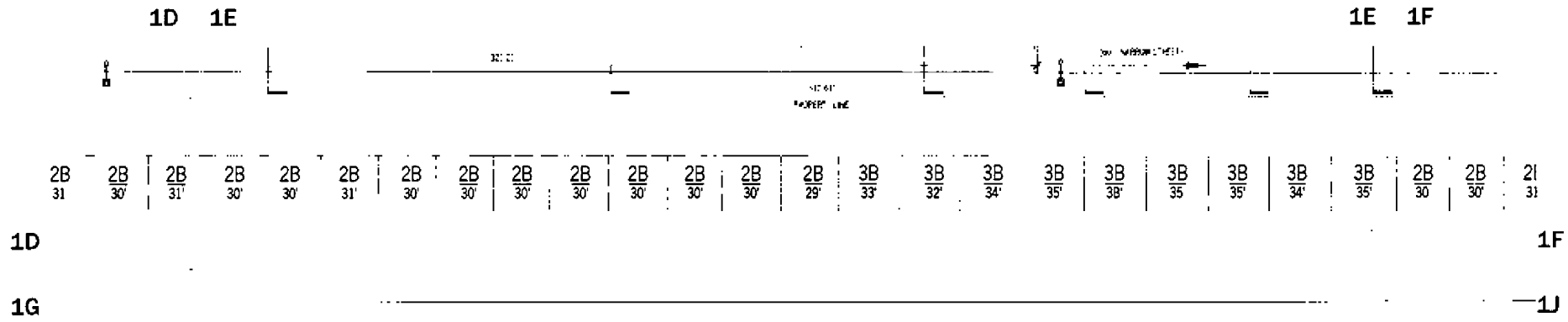
P EXISTING POST

CB EXISTING CATCH BASIN

GENERAL NOTES

1. APPLICANT'S STAMP AND SEAL CORRESPC REGARDING THE DEVELOPMENT SITE, ZON CUTS ONLY. INFORMATION REGARDING TH EXISTING STRUCTURES IS FOR ILLUSTRATI
2. BUILDINGS WITHIN THE PROPOSED ZONIN ILLUSTRATIVE PURPOSES ONLY AND ARE :
3. BUILDING ENTRANCES ARE SHOWN FOR IL
4. INTERIOR PARTITIONS ARE SHOWN FOR ... ARE SUBJECT TO CHANGE.
5. STREET TREES ADJACENT TO THE PROJEC ACCORDANCE WITH THE ZONING RESOLUT LOCATION AND NUMBER OF WHICH SHALL PARKS AND RECREATION DETERMINATION LOCATED BUT REQUIRED BY ZONING RESC OFFSITE OR OWNER WILL CONTRIBUTE TO

Z:\PROJECTS\2111 - STELLAR 10TH AVE\09-CONTRACT DOCS\00-SHEETS\01-002.00 LSCD SITE PLAN.DWG



GENERAL NOTES

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS ONLY. INFORMATION REGARDING THE SURROUNDING PROPERTIES AND EXISTING STRUCTURES IS FOR ILL..STRATIVE PURPOSES ON..Y.
2. BUILDINGS WITHIN THE PROPOSED ZONING ENVELOPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
4. INTERIOR PARTITIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
5. STREET TREES ADJACENT TO THE PROJECT AREA WILL BE PROVIDED IN ACCORDANCE WITH THE ZONING RESOLUTION ZR 26-41. THE FINAL LOCATION AND NUMBER OF WHICH SHALL BE SUBJECT TO DEPARTMENT OF PARKS AND RECREATION DETERMINATION OF FEASIBILITY. TREES NOT LOCATED BUT REQUIRED BY ZONING RESOLUTION ZR26-41 WILL BE PLANTED OFFSITE OR OWNER WILL CONTRIBUTE TO DPR FUNDS.
6. ROOFTOP MECHANICAL B..LKHEAD AND S..AIR BULKHEAD LOCA..IONS AND SIZES ARE SUBJECT TO CHANGE.
7. THE DESIGN OF THE OPEN SPACE AND LANDSCAPE AREAS DEPICTED IN THE LARGE SCALE GENERAL DEVELOPMENT, AS WELL AS ITS CONNECTION AND ADJACENCIES TO THE STREET, IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE.
8. INFORMATION OUTS DE OF THE BOUNDARIES OF THE ZONING LOT S FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT BE EXACT. THE ARCH TECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
9. THE LOCATION, NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 750.00 SF.
10. THE LOCATION, NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 800.00 SF.

NG SIGN

NG STREET
GRILLE
DIRECTION

NG STREET TREE
MAIN

ISED NEW
T TREE

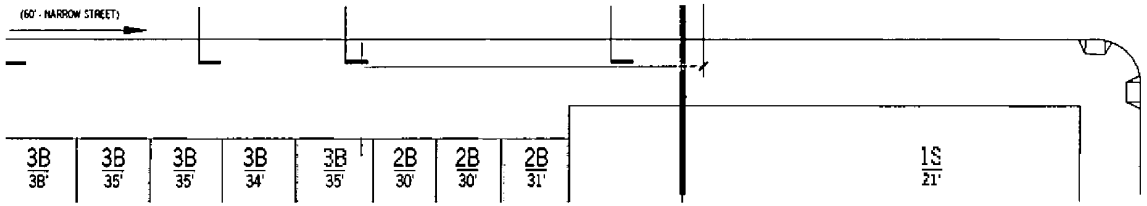
NG BUS STOP

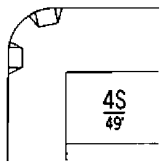
NG POST

NG CATCH BASIN

1G 1H
1H 1J

1E 1F





REV.	MM.DD.YYYY	DESCRIPTION
	08.27.2021	PAS SUBMISSION
	10.13.2021	INTERDIVISIONAL MTG
	02.01.2022	ZONING REVIEW
	03.24.2022	PACKAGING MEETING
	05.09.2022	PACKAGING REVIEW
	04.26.2023	PACKAGING MEETING
	05.06.2023	ULURP DRAWINGS
	09.15.2023	ULURP DRAWINGS

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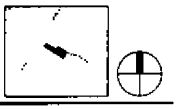

MA PROJECT NO.2111

341 10TH ST - STELLAR

LSGD SITE PLAN



DRAWING #: **U-002.00**

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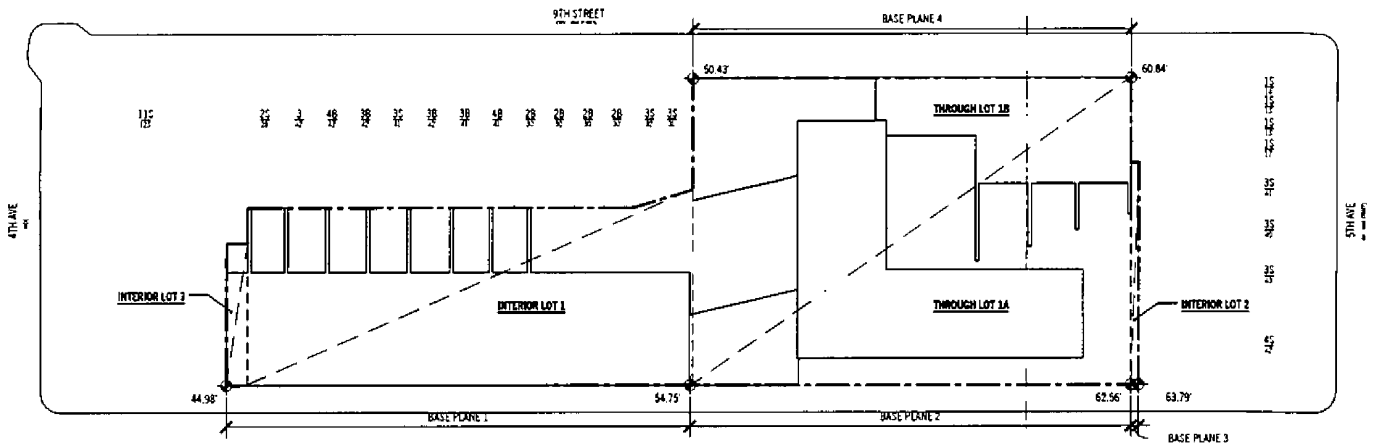

BASE PLANE CALCULATIONS

	Base Plane 1	Base Plane 2	Base Plane 3	Base Plane 4
Spot Elevation 1	44.98'	54.75'	62.56'	50.43'
Spot Elevation 2	54.75'	62.56'	63.79'	60.84'
Base Plane	49.87'	58.66'	63.18'	55.64'
Building Lot Coverage Area	17,399 SF	10,614 SF	0 SF	8,645 SF
Percent of Lot Coverage	47.46%	28.95%	0.00%	23.58%
Base Plane Multiplied by Lot Coverage	**23.67'**	**16.98'**	**0.00'**	**13.12'**

3 BASE PLANE DIAGRAM
1" = 50'-0"

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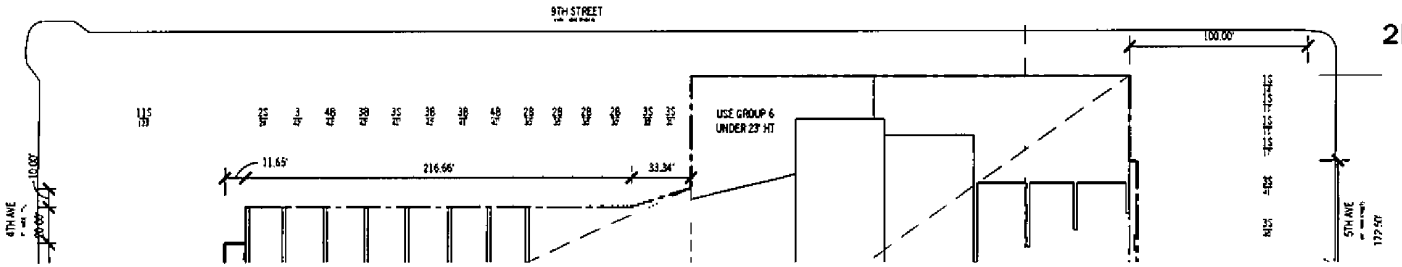

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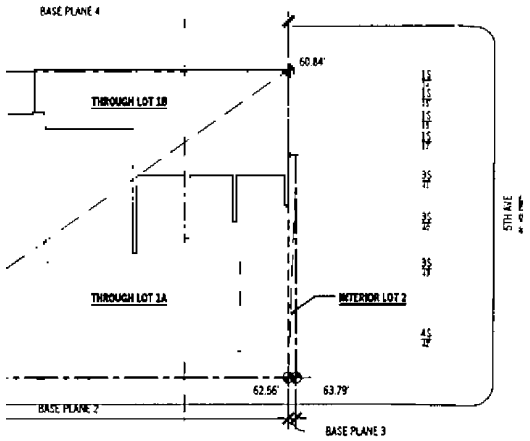

	BASE PLANE CALCULATIONS				
	Base Plane 1	Base Plane 2	Base Plane 3	Base Plane 4	AVERAGE
vation 1	44.98'	54.75'	62.56'	50.43'	
vation 2	54.75'	62.56'	63.79'	60.84'	
ne	49.87'	58.66'	63.18'	55.64'	
Lot Coverage Area	17,399 SF	10,614 SF	0 SF	8,645 SF	
of Lot Coverage	47.46%	28.95%	0.00%	23.58%	
ne Multiplied by Lot Coverage	23.67'	16.98'	0.00'	13.12'	53.77'

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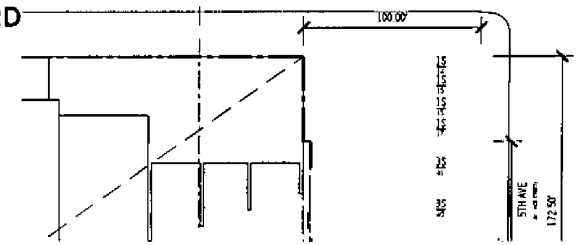

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ZONING CHART

Block/Lot(s)	1010/26	
Address	341 10th Street, Brooklyn	
Zoning Map No.	16d	
Zoning District	R7-3, C2-4/R7-3	
Zoning District Areas	R7-3	C2-4/R7-3
	51,098 SF	17,923 SF
Total Lot Area	69,022 SF	
Community District	6	

ZR	Item/Description	Required/Permitted		Proposed		
			Existing to Remain			
		R7-3, R7-3/C2-4		R7-3, C2-4/R7-3 9th Street	R7-3, C2-4/R7-3 10th Street	
USE						
22-10/123-20/42-10/32-10/123-20	**USE GROUPS**	1-3, 14	2	2, 3, 4		
BULK						
	FAR					
23-154(d)(2)(iii)	Residential	6.00	2.08	[illegible]	[illegible]	
33-121	Commercial	2.00		0.09	0.09	
24-11	Community Facility	6.50		0.00	0.00	
	Total					
	FLOOR AREA					
23-154(d)(2)(iii)	Residential	414,132 SF	154,180 SF	69,888 SF	164,465 SF	
33-121	Commercial	35,846 SF		6,485 SF	0 SF	
24-11	Community Facility	448,643 SF		0 SF	4,458 SF	
	Max. Total	**448,643 SF**	**154,180 SF**	76,373 SF	168,923 SF	
	LOT COVERAGE & DENSITY					
23-153	**Lot Coverage**					
		Residential				
	Interior Lot 1	65%	16,359 SF		64.[illegible]% (16,353 SF)	
	Through Lot 1	65%	42,392 SF	28.73% (12,180 SF)	17.12% (7,256 SF)	
	Interior Lot 2 (Within 100' of Corner)	100%	531 SF		0% (0 SF)	
	Interior Lot 3 (Within 100' of Corner)	100%	932 SF		8.40% (768 SF)	
23-22	**Density**					
	Max. Number of Dwelling Units Factor	680				
	Max. Number of Dwelling Units	609		154	0	305
	YARDS					
23-462	Front Yards	None Required			None Provided	
25-52	Side Yards	None or 8'			None Provided	
23-471	Rear Yards	Corner Lot	None required	MTA tunnel is pre existing non-compliance	None Provided	
23-47		Interior Lot	30' req		30' rear yard provided with portions of above grade MTA tunnel t **Structural trusses and building that straddle MTA tunnel are a compliance.**	
23-471 23-532 23-534		Through Lot	60' rear yard equivalent midway or within 10' of midway, between the two street lines. Existing reduced from 60' to 52.5' because of narrow block	**Existing building in MTE is a new non-compliance.**	53' rear yard equivalent provided between 9th Street building and e Street building. **Structural trusses and building that straddle MTA new non-compliance.**	
	HEIGHT AND SETBACKS					
23-66/12-664	Base Height	40'-0" Min./85'-0" Max. Mid		**88.74'**	**94.75'**	
23-664	Building Height	185'-0" Max.		181.15' (201.15' Bulkhead)	**204.75' (224.75' Bulkhead)**	
	Number of Stories	18		17	**19**	
	Setback 9th Street (108' Wide Street)	10'-0" Min. req.			7'	

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	Proposed				Comments	
Existing to Remain		R7-3, C2-4/R7-3		Total	Compliance	Notes
	9th Street	10th Street	Combined			25 foot rule used to include existing R6A, C4-3A, C4-4D portions of lot into R7-3, R7-3/C2-4 districts.
2		[illegible]			Complies	
2.28	1.01	2.99	[illegible]	5.71	Complies	
	0.09	0.00	[illegible]	0.09	Complies	
	0.00	0.00	[illegible]	0.00	Complies	
				5.93	Complies	
164,190 SF	69,888 SF	164,465 SF	234,353 SF	398,533 SF	Complies	
	6,485 SF	0 SF	6,485 SF	6,485 SF	Complies	
	0 SF	4,458 SF	4,458 SF	4,458 SF	Complies	
164,190 SF	76,373 SF	168,923 SF	245,296 SF	409,476 SF	Complies	
		64.98% (16,353 SF)		64.98% (16,353 SF)	Complies	
28.73% (12,180 SF)		17.12% (7,256 SF)		45.85% (19,436 SF)	Complies	
		0% (0 SF)		25%	Complies	
		82.40% (768 SF)		82.40% (768 SF)	Complies	
164	0	305		469	Complies	
		None Provided			Complies	
		None Provided			Complies	
		None Provided			Complies	
	MTA tunnel is pre-existing non-compliance.	30' rear yard provided with portions of above-grade MTA tunnel to remain. Structural trusses and building that straddle MTA tunnel are a new non-compliance.			Not Compliant	10th Street Building Waiver Requested ZR 74-743
	Existing building in MYE is a new non-compliance.	53' rear yard equivalent provided between 9th Street building and existing 10th Street building. Structural trusses and building that straddle MTA tunnel are a new non-compliance.			Not Compliant	9th Street Building Waiver Requested ZR 74-743
		88.74'	94.75'		Not Compliant	10th Street Building Waiver Requested ZR 74-743
		181.15' (201.15' Bulkhead)	294.75' (224.75' Bulkhead)		Not Compliant	
		17	19		Not Compliant	
			7'		Not Compliant	10th Street Building Waiver Requested ZR 74-743
						Existing Building & 9th Street Building Waiver

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341 10th Street

Marvel Architects
145 HUDSON ST FL.3 NEW YORK, NY 10013 212.616.0420

OWNER/CLIENT [illegible]

CODE CONSULTING

EXPEDITING

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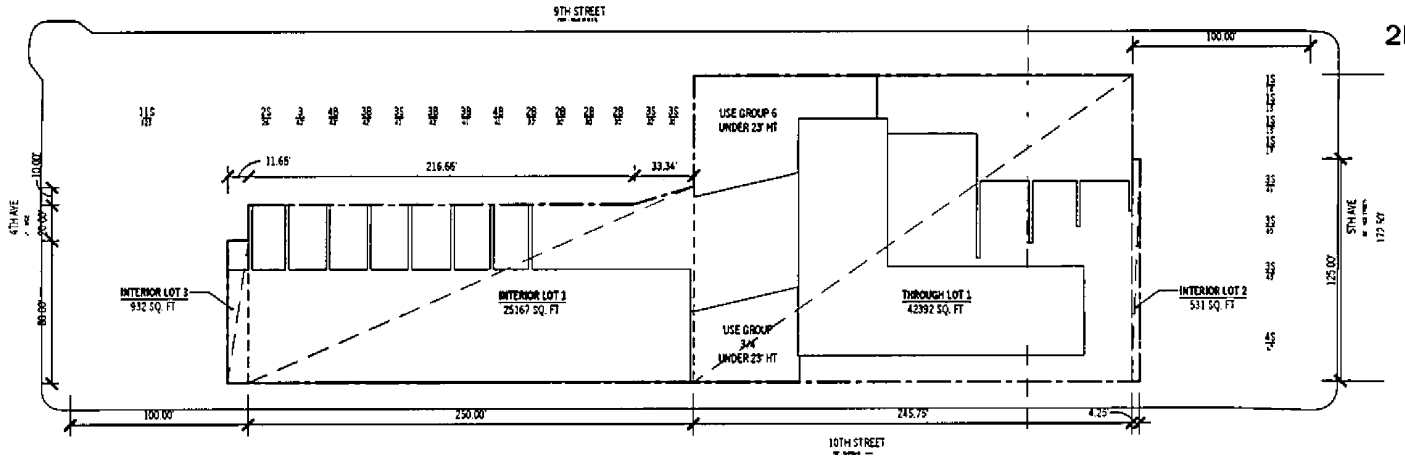

Lot Coverage Calculation

Zoning Lot (Total Size = 68,022	Exist Lot Size	Lot Coverage (SF)	Lot Coverage (%)	Max Coverage
Interior Lot 1	25,167 SF	16,353 SF	65%	65%
Through Lot 1	42,392 SF	19,436 SF	46%	65%
Interior Lot 2 (Within 100' of Corner)	931 SF	0 SF	0%	100%
Interior Lot 3 (Within 100' of Corner)	932 SF	768 SF	82%	100%

2 LOT COVERAGE DIAGRAM
1" = 50'-0"

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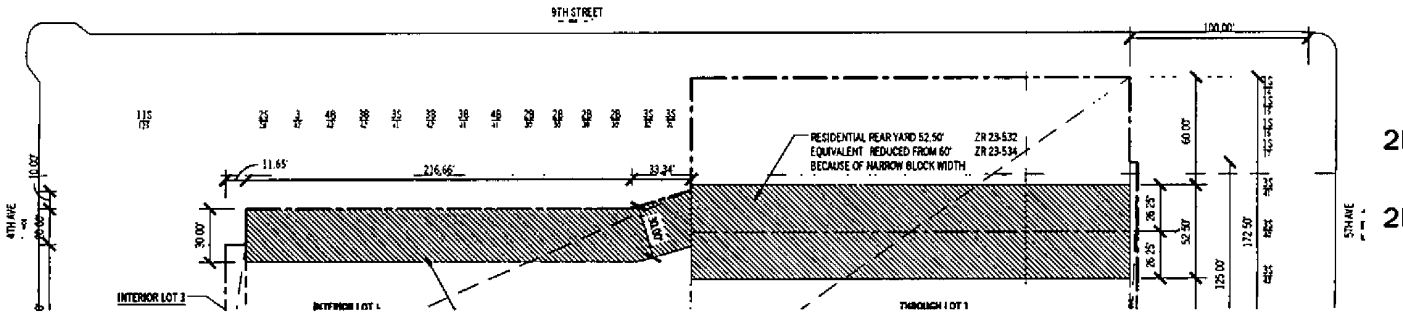

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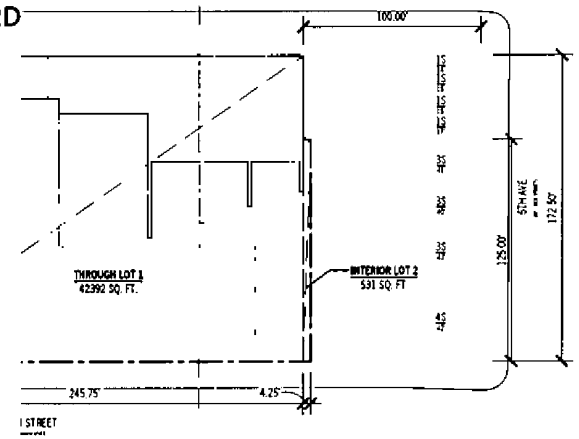

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	Max Number of Dwelling Units Factor				
	Max Number of Dwelling Units		154	0	205
	YARDS				
23-462	Front Yards	None Required		None Provided	
35-52	Side Yards	None or 8'		None Provided	
23-471	Rear Yards	Corner Lot: None required		None Provided	
23-47		Interior Lot: 30' req	MTA tunnel is pre existing non-compliance.	**Structural trusses and building that straddle MTA tunnel are a**	
23-471		Through Lot: 60' rear yard equivalent, midway or within 10' of midway between the two street lines. Existing reduced from 60' to 52.5' because of narrow block	**Existing building in MTA is a new non-compliance.**	53' rear yard equivalent provided between 9th Street building and 10th Street building. **Structural trusses and building that straddle MTA tunnel are a new non-compliance.**	
23-532					
23-534					
	HEIGHT AND SETBACKS				
23-66/12-664	Base Height	40'-0" Min. / 85'-0" Max. MH		68'74'	94.75'
23-664	Building Height	185'-0" Max.		181.15' (201.15' Bulkhead)	284.75' (324.75' Bulkhead)
	Number of Stories	18		17	19
	Setback - 9th Street (108' - Wide Street)	10' 0" Min. Req.			7'
	Setback - 10th Street (60' - Narrow Street)	15'-0" Min. Req.		9'	
	PARKING				
25-23		Waived if	50% of (Total DUs - Affordable DUs)	Required (154 units x 50%)-77 Provided=39	Required (0 units x 50%)=0 Provided=0	Required ((205 units - 11 Affordable Dus) x 50%)=97 Provided=0	Re
25-251	Residential						Pr
		Income restricted	0 (Transit Zone; 9th Street: 100% of DUs, 10th Street: 11 DUs)		100 Units, Required=0	11 Units, Required - 0	
	Community Facility	UG 3, 4	None req.				
	Commercial	1 per 7,500	Waived if < 15 spaces		Required=(0/7,500)=0 Provided=0	Required=(6,485sf-7,500)= 86 Provided=0	
	STREET TREES						
26-41	1 tree per 25' of frontage				9th Street=259.75' / 25'= 10		
					10th Street=511.67' / 25'= 20		
					39 trees required		

Lot Coverage Calculation					
Lot Size = 89,022	Exist Lot Size	Lot Coverage (SF)	Lot Coverage (%)	Max Coverage	Compliance
	25,167 SF	16,353 SF	65%	65%	Complies
	42,392 SF	19,436 SF	46%	65%	Complies
(Within 100' of Corner)	531 SF	0 SF	0%	100%	Complies
(Within 100' of Corner)	932 SF	768 SF	82%	100%	Complies

ZONING FLOOR AREA BY BUILDING				
BUILDING	RESIDENTIAL USE	COMMERCIAL USE	COMMUNITY FACILITY USE	TOTAL
Existing	164,180 SF	0 SF	0 SF	164,180 SF
10th Street Building	164,465 SF	0 SF	4,458 SF	168,923 SF
9th Street Building	69,888 SF	6,485 SF	0 SF	76,373 SF
Totals	**398,533 SF**	**6,485 SF**	**4,458 SF**	**409,476 SF**

Large scale general development plan limits zoning floor area for the development site. Permitted uses may shift within and between buildings. Floor area allocations by use are illustrative, but in no event shall residential floor area exceed 414,132 SF, commercial floor area exceed 7,500 SF, community facility floor area exceed 5,500 SF, or total floor area exceed 414,132 SF.

1	**Zoning Map Amendment** Zoning map amendment to (i) rezone R
2	**Zoning Text Amendment** Zoning text amendment to (i) create a
3	**Zoning Text Amendment** Zoning text amendment to (i) expand t
4	**Large Scale General Development Sp** LSGD special permit to modify: **A. Height & Setback regulation** **B. The Rear Yard requirements**
5	**Special Permits** Special permit pursuant to Section 74- development from 77 spaces to 39 sp

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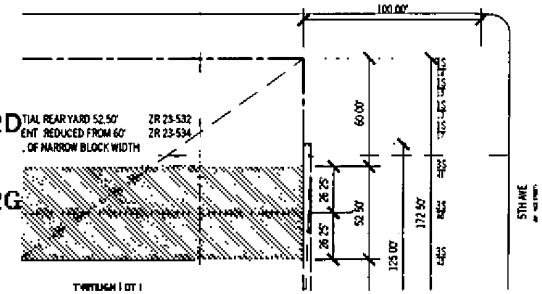

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			305	429	Complies	
		None Provided			Complies	
		None Provided			Complies	
	MTA tunnel is pre existing non-compliance	None Provided 30' rear yard provided with portions of above-grade MTA tunnel to remain. **Structural trusses and building that straddle MTA tunnel are a new non-compliance.**			Complies **Not Compliant**	**10th Street Building Waiver Requested ZR 74-743**
	Existing building is MTA is a new non-compliance.	53' rear yard equivalent provided between 9th Street building and existing 10th Street building. **Structural trusses and building that straddle MTA tunnel are a new non-compliance.**			**Not Compliant**	**9th Street Building Waiver Requested ZR 74-743**
		84.74' 181.15' (201.15' Bulkhead)	**94.75'** **184.78' (224.75' Bulkhead)**		**Not Compliant** **Not Compliant**	**10th Street Building Waiver Requested ZR 74-743**
		17	**19**		**Not Compliant**	
			7		**Not Compliant**	**10th Street Building Waiver Requested ZR 74-743**
		9'			**Not Compliant**	**Existing Building & 9th Street Building Waiver Requested ZR 74-743**
DUs)	Required (154 units x 50%) = 77; Provided=39	Required (0 units x 50%)=0 Provided =0	Required ((205 units - 11 Affordable Dus) x 50%)=97 Provided=0	Required = 97 Provided = 0	Required = 174 Provided = 39	Not compliant	**Waiver Requested to reduce the required parking for existing units from 77 to 39 spaces and waive 100% of required parking spaces for new units pursuant to ZR 74-532.**
		100 Units, Required 0	11 Units, Required = 0			Complies	
		Required=(0/7,500)=0 Provided=0	Required=(6,485sf/7,500 86 Provided=0			Complies Complies	
		9th Street=259.75' / 25' = 10 10th Street=511.67' / 25' = 20 **35 trees required**		8 trees 15 trees **23 trees***	Complies Complies Complies	* 7 trees to be planted offsite or owner to contribute to DPR funds pursuant to ZR 26-41

CILITY USE	TOTAL
0 SF	164,180 SF
4,458 SF	168,923 SF
0 SF	76,373 SF
4,458 SF	**409,476 SF**

floor area for the development site.
ings. Floor area allocations by use are
rea exceed 414,132 SF, commercial floor
a exceed 5,500 SF or total floor area

	LIST OF REQUIRED ACTIONS
1	**Zoning Map Amendment** Zoning map amendment to (I) rezone R6A to C2-4/R7-3 and (II) rezone R6B to R7-3.
2	**Zoning Text Amendment** Zoning text amendment to (I) create generally applicable R7-3 district and (II) designate a MIH area.
3	**Zoning Text Amendment** Zoning text amendment to (I) expand the geographic applicability of an R7-3 zoning district encompassing the Project Area.
4	**Large Scale General Development Special Permit (ZR 74-743)** LSGD special permit to modify: **A. Height & Setback** regulations of Section 26-66 of the Zoning Resolution; and **B. The Rear Yard** requirements of Sections 23-47 & 23-532 of the Zoning Resolution
5	**Special Permits** Special permit pursuant to Section 74-532 of the Zoning Resolution to reduce the required parking for an existing residential development from 77 spaces to 39 spaces and to waive all required parking for the new development.

REV.	MM.DD.YYYY	DESCRIPTION
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	05.06.2023	ULURP DRAWINGS
	09.15.2023	ULURP DRAWINGS
	10.02.2023	ULURP DRAWINGS

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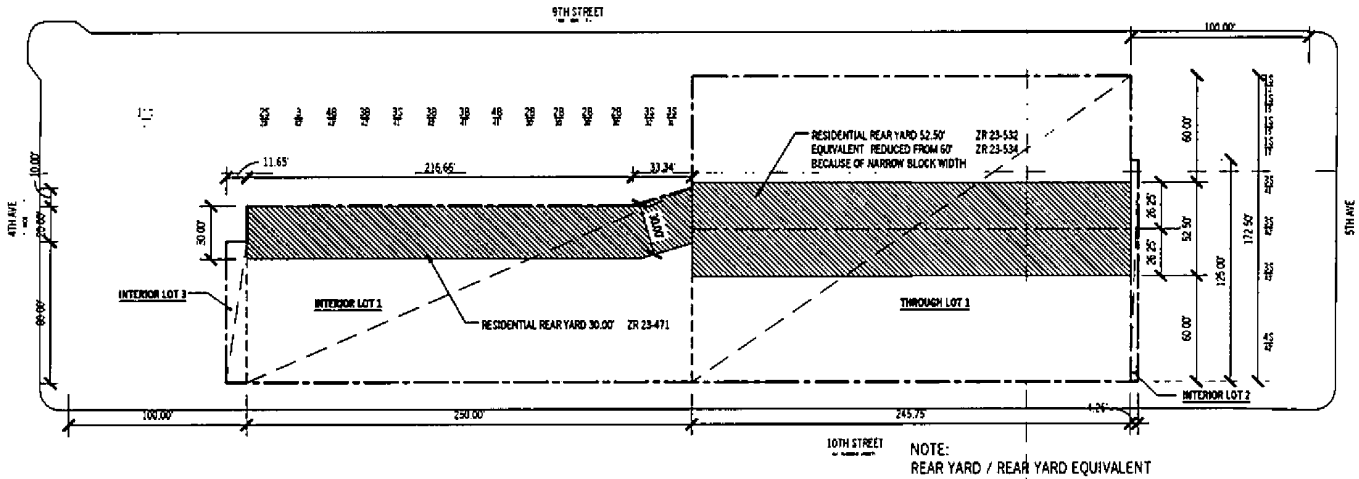

1 REQUIRED YARD ANALYSIS
1" = 50'-0"

Z:\PROJECTS\2111 - STELLAR 10TH AVE\05-CONTRACT DOCS\00-SHEETS\U-003.00 LSGD ZONING CALCULATIONS.DWG

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area exceed 7,500 SF, community facility floor area exceed 5,500 SF or total floor area exceed 414,132 SF.

	A. Height & Setback regulation B. The Rear Yard requirements
5	Special Permits Special permit pursuant to Section 74- development from 77 spaces to 39 sp

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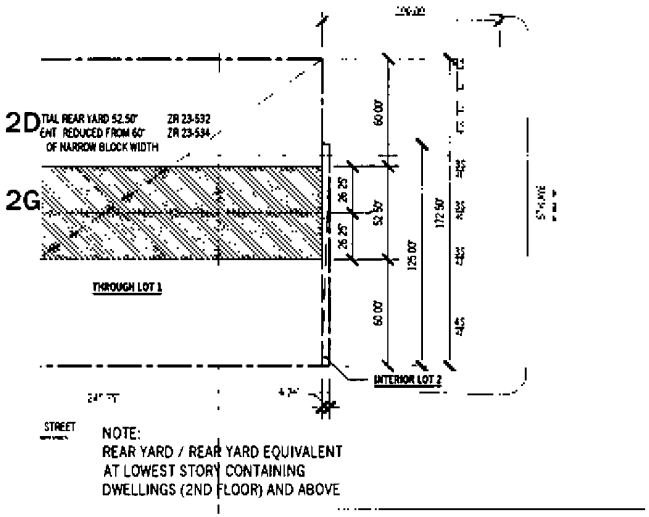

NOTE:
REAR YARD / REAR YARD EQUIVALENT
AT LOWEST STORY CONTAINING
DWELLINGS (2ND FLOOR) AND ABOVE

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ea exceed 5 500 SF or total floor area

	A. Height & Setback Regulations of Section 26-66 of the Zoning Resolution, and B. The Rear Yard requirements of Sections 23-47 & 23-532 of the Zoning Resolution
6	**Special Permits** Special permit pursuant to Section 74-532 of the Zoning Resolution to reduce the required parking for an existing residential development from 77 spaces to 39 spaces and to waive all required parking for the new development.

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	09.15.2023	ULURP DRAWINGS
	10.02.2023	ULURP DRAWINGS

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KEY PLAN:NTS

MA PROJECT NO.2111

341 10TH ST - STELLAR

LSGD ZONING CALCULATIONS

REGISTERED ARCHITECT
JONATHAN JOVA MARVEL
021551
STATE OF NEW YORK

DRAWING # **U-003.00**

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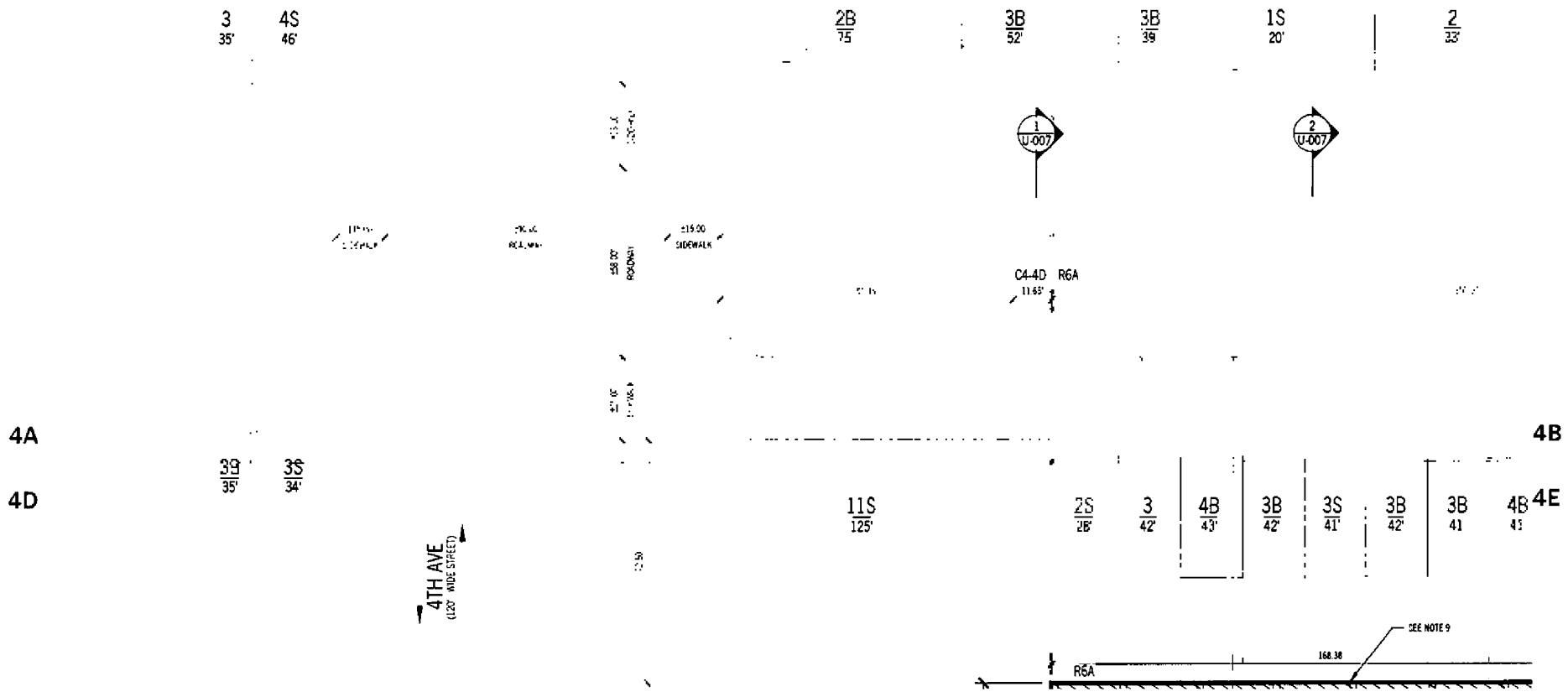
3
35'
4S
46'
2B
75'
3B
52'
3B
39'
1S
20'
2
33'
1
U-007
2
U-007
±15.00
SIDEWALK
±58.00'
ROADWAY
C4-4D R6A
11.65'
4A
4B
4D
4E
3G
35'
3S
34'
11S
125'
2S
26'
3
42'
4B
43'
3B
42'
3S
41'
3B
42'
3B
41
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43
4TH AVE
(120' WIDE STREET)
SEE NOTE 9
168.38
R6A

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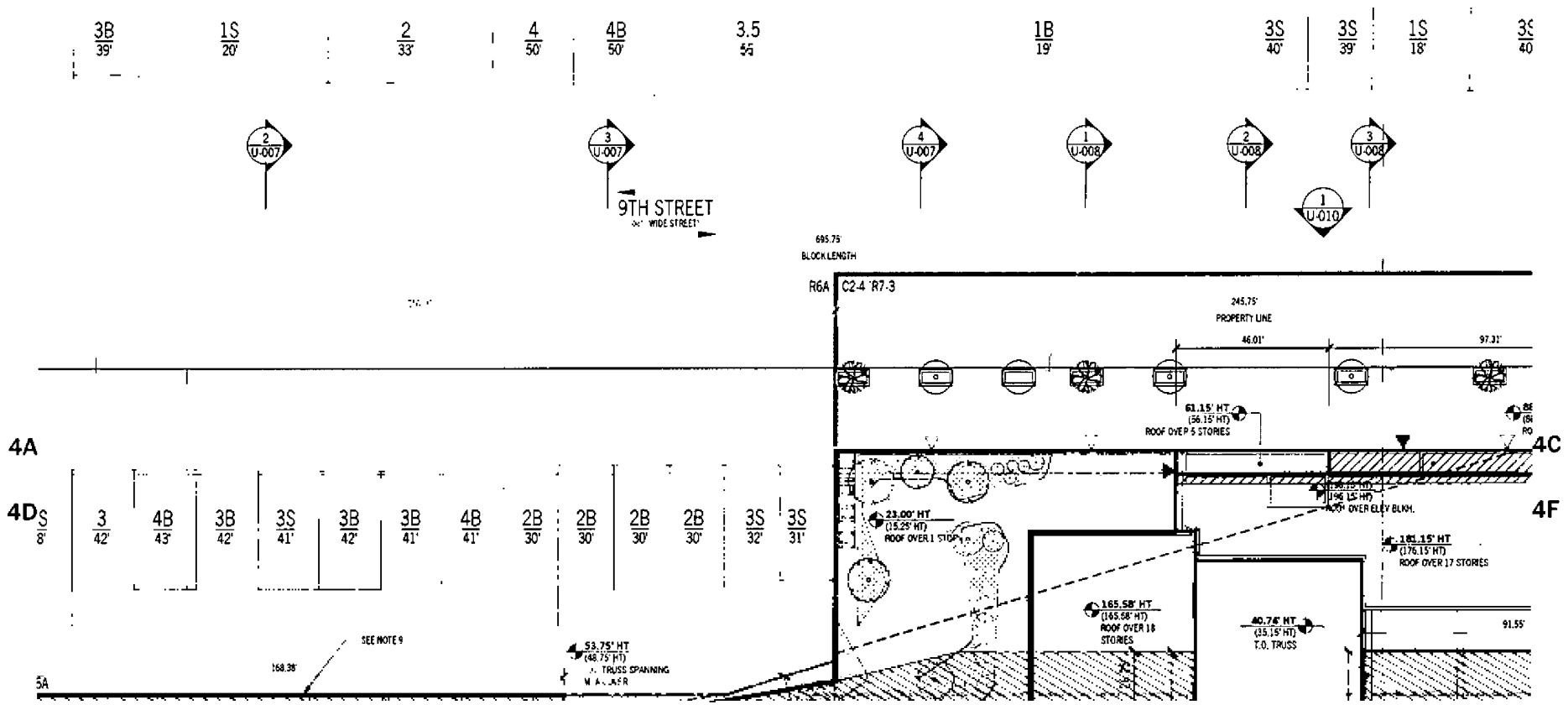

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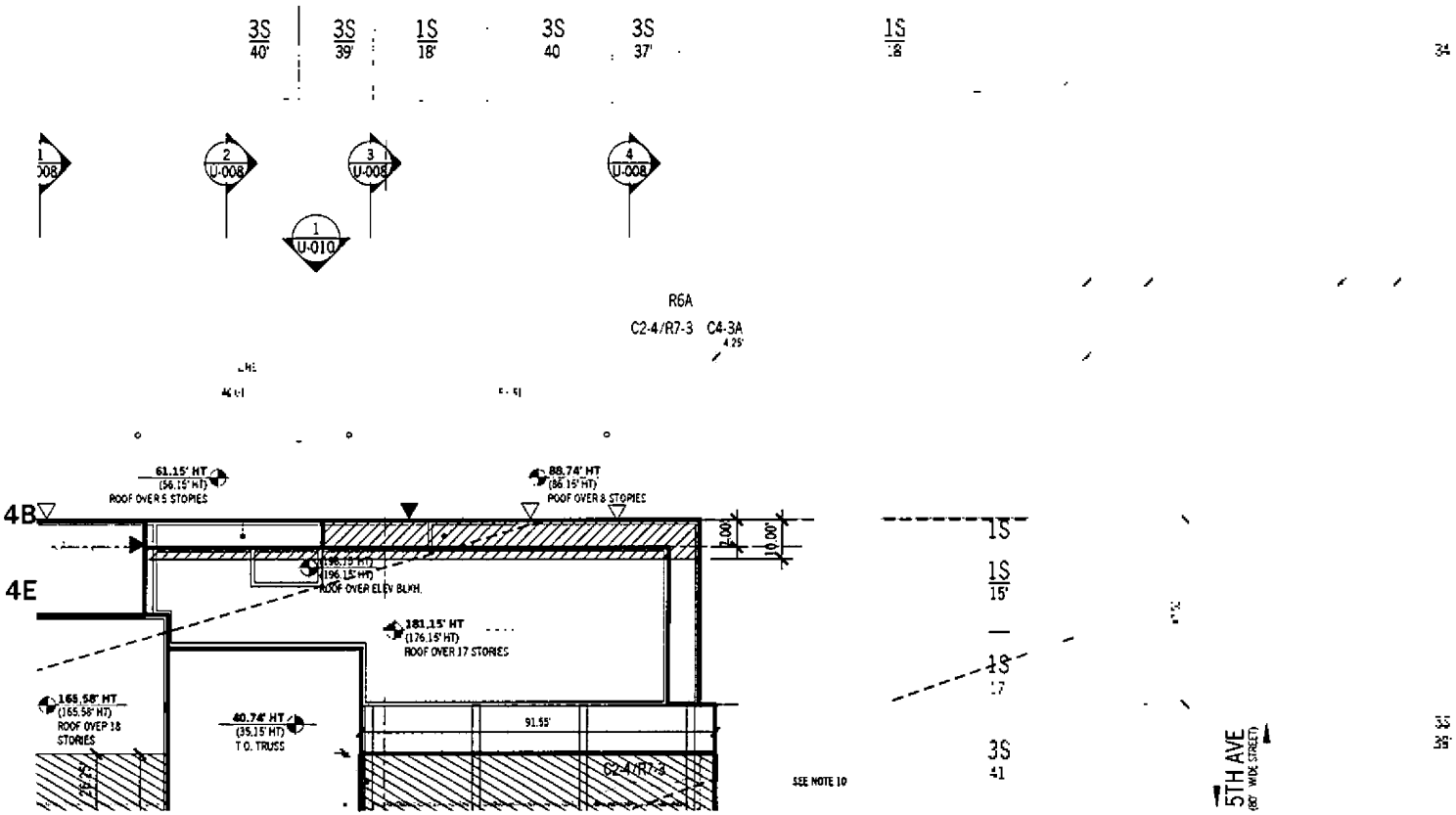
341 10th Street

Marvel Architects
145 HUDSON ST FL.3 NEW YORK, NY 10013 212.616.0420

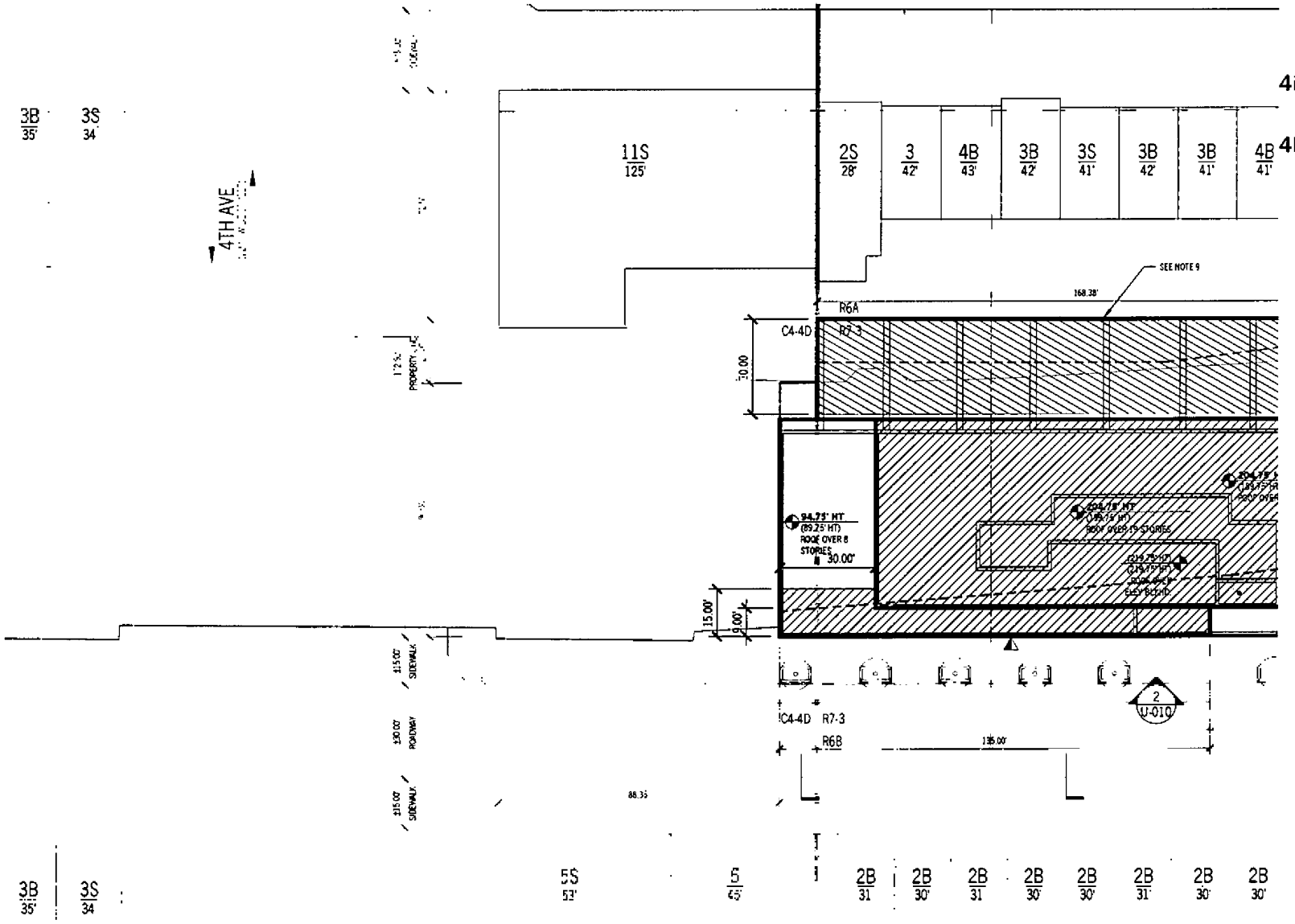
OWNER/CLIENT
CODE CONSULTING
EXPEDITING



4A 4B

4A 4B

4D 4E



4D 4E

4G 4H

1 WAIVER PLAN
1" 22'-6"

LEGEND

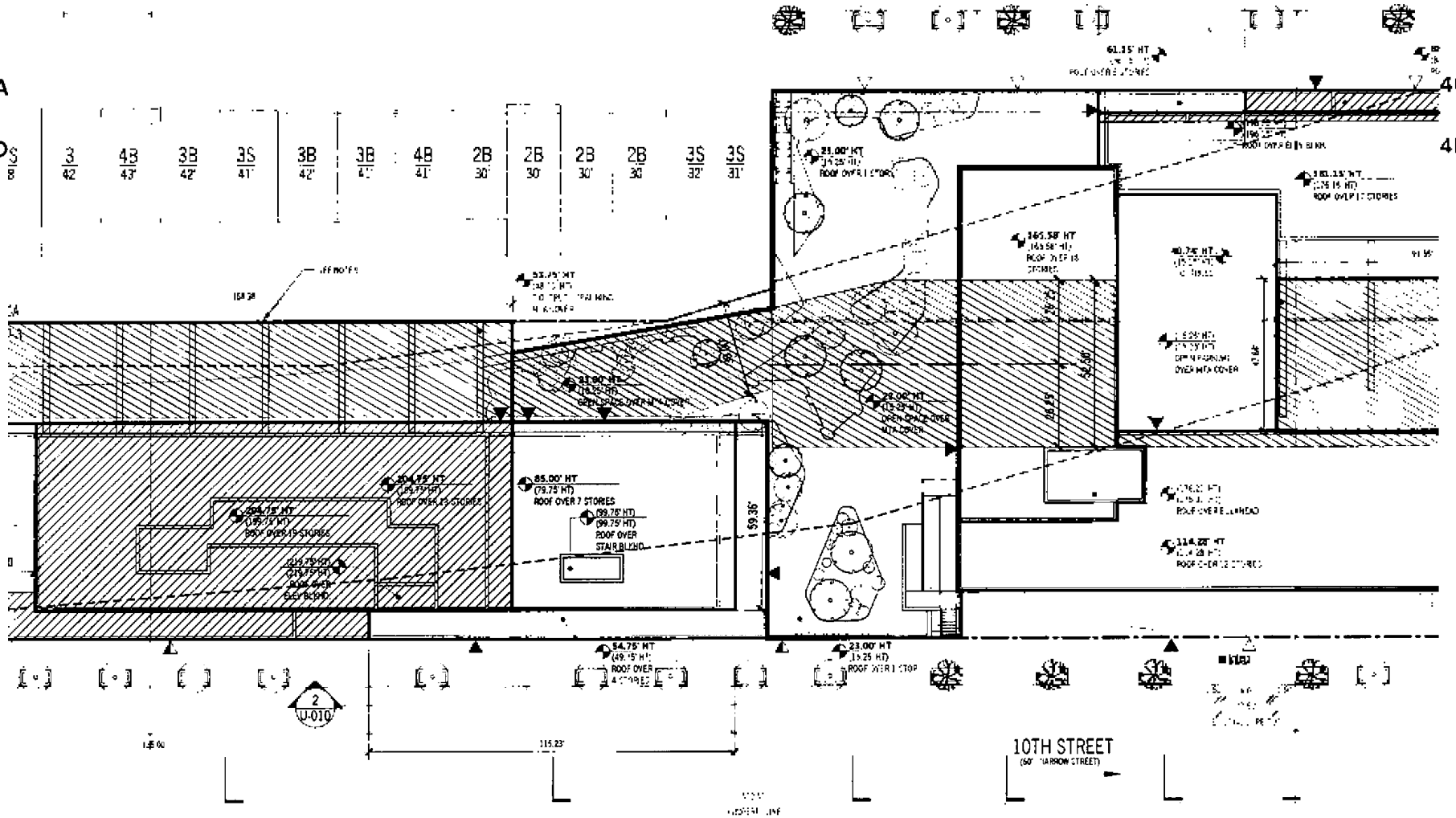
GENERAL NOTES

4G 4H

4A 4B 4B 4C

4A 4C

4D 4F



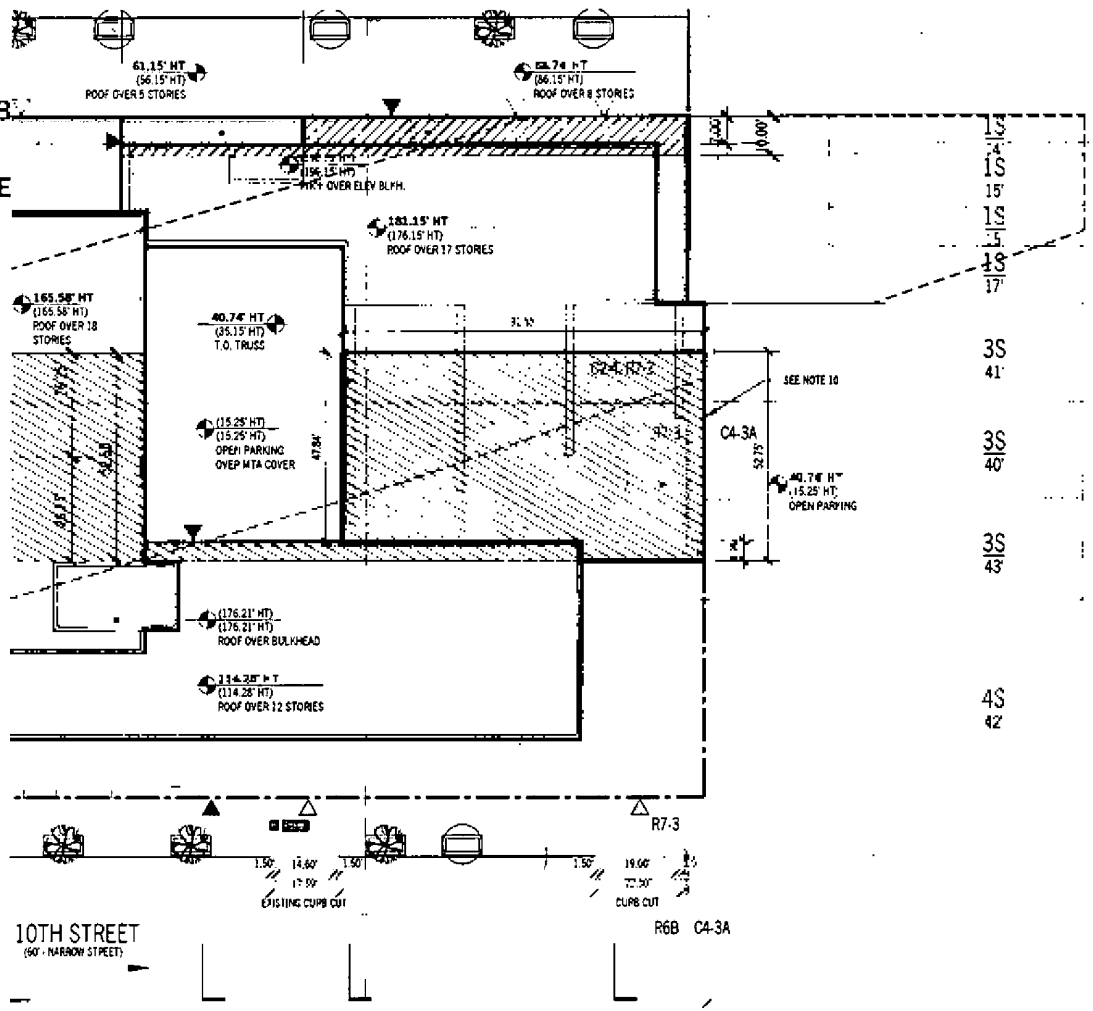
4D 4F

4G 4J

GENERAL NOTES

4G 4H 4H 4J

4B 4C



4B 4C

4E 4F

4H 4J

REV.	MM.DD.YYYY	DESCRIPTION
	08.27.2021	PAS SUBMISSION
	10.13.2021	INTERDIVISIONAL MTG
	02.01.2022	ZONING REVIEW
	03.24.2022	PACKAGING MEETING
	05.09.2022	PACKAGING REVIEW
	04.26.2023	PACKAGING MEETING
	05.06.2023	ULURP DRAWINGS
	09.15.2023	ULURP DRAWINGS
	10.02.2023	ULURP DRAWINGS

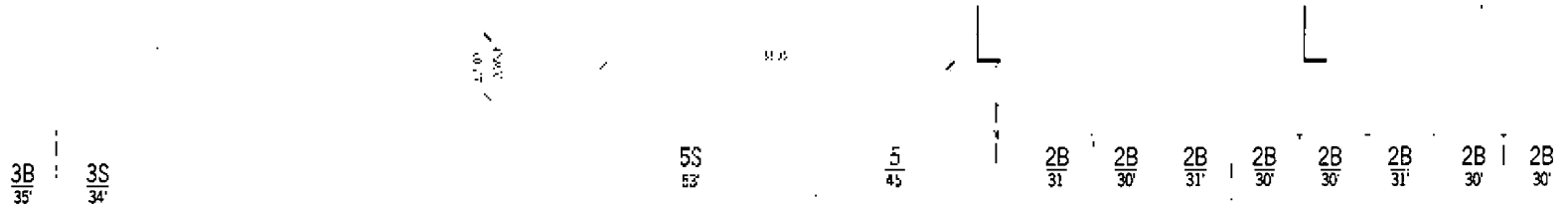
4E 4F

4H 4J

0 11.25' 22.5' 45' 90'

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

4H 4J



4G

1 WAVIER PLAN
1" 22'-6"

4H

LEGEND

GENERAL

R6A / R7-3 ZONING DISTRICT

EXISTING BUILDING/MTA COVER TO REMAIN

PROPOSED BUILDING

ZONING LOT LINE

ZONING DISTRICT BOUNDARY

EXTENT OF MTA COVER

MTA EASEMENT

ILLUSTRATIVE BUILDING LINE

PROPOSED MAXIMUM BUILDING ENVELOPE

DEVELOPMENT ENVELOPE HEIGHT (ILLUSTRATIVE BUILDING HEIGHT)

SITE PLAN

5 # STORIES

4B # STORIES W BASEMENT

3S # STORIES W STORE

35' BUILDING HEIGHT

RESIDENTIAL ACCESS POINT

COMMUNITY ACCESS POINT

COMMERCIAL ACCESS POINT

VEHICULAR ACCESS POINT

EXISTING FIRE HYDRANT

STREET LAMP

STREET LAMP WITH TRAFFIC LIGHT

EXISTING SIGN

EXISTING STREET VENT GRILLE

ROAD DIRECTION

EXISTING STREET TREE TO REMAIN

PROPOSED NEW STREET TREE

BUS EXISTING BUS STOP

.P EX STING POST

CB EXISTING CATCH BASIN

ZONING WAIVER

HEIGHT AND SETBACK WAIVERS (NEW) PURSUANT TO ZR 74-743.

EXISTING LEGAL NON-COMPLYING HEIGHT & SETBACK AREAS

YARD WAIVERS (NEW) PURSUANT TO ZR 23-532.

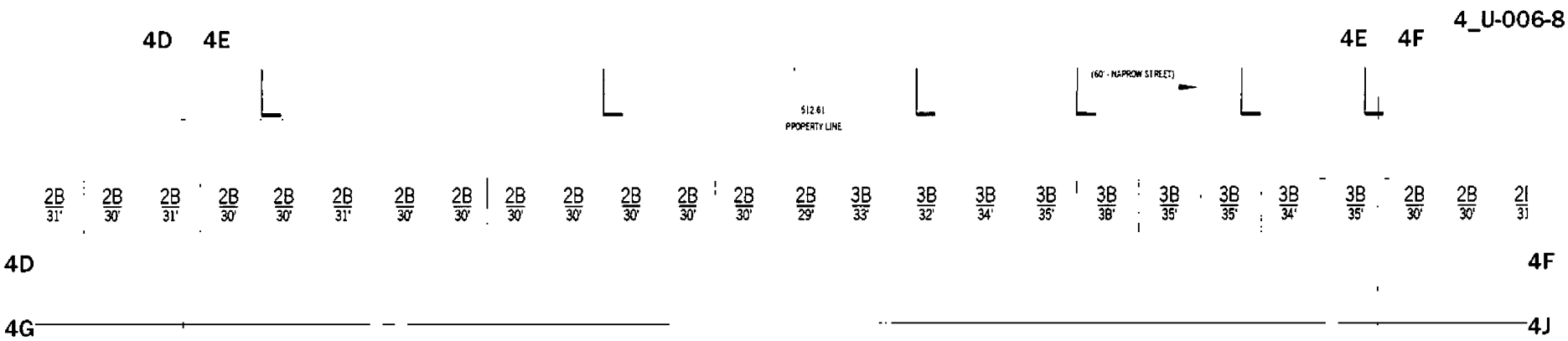
EXISTING LEGAL NON-COMPLYING YARDS

GENERAL NOTES

1. APPLICANT'S STAMP AND SEAL CORRESPONC REGARDING THE DEVELOPMENT SITE, ZONIN CUTS ONLY. INFORMATION REGARDING THE S EXISTING STRUCTURES IS FOR ILLUSTRATIVE
2. BUILDINGS WITHIN THE PROPOSED ZONING E ILLUSTRATIVE PURPOSES ONLY AND ARE SUE
3. BUILDING ENTRANCES ARE SHOWN FOR ILLU
4. INTERIOR PARTITIONS ARE SHOWN FOR ILLUS ARE SUBJECT TO CHANGE.
5. STREET TREES ADJACENT TO THE PROJECT A ACCORDANCE WITH THE ZONING RESOLUTIOI LOCATION AND NUMBER OF WHICH SHALL BE PARKS AND RECREATION DETERMINATION OF LOCATED BUT REQUIRED BY ZONING RESOLU OFFSITE OR OWNER WILL CONTRIBUTE TO DF

Z:\PROJECTS\2111 - STELLAR 10TH AVE\09-CONTRACT DOCS\00-SHEETS\U-006.00 ZONING DIAGRAMS - WAIVER PLAN.DWG

4G 4H



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VG STREET
3RILLE
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VG STREET TREE
MAIN

ISED NEW
T TREE

VG BUS STOP

VG POST

VG CATCH BASIN

R 74-743.

AREAS

GENERAL NOTES

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMA' ON REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS ONLY. INFORMATION REGARDING THE SURROUNDING PROPER" ES AND EXIS' NG STRUCTURES IS FOR ILLUSTRATIVE PURPOSES ON.Y.
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6. ROOFTOP MECHAN CAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
7. THE DESIGN OF THE OPEN SPACE AND LANDSCAPE AREAS DEPICTED IN THE LARGE SCALE GENERAL DEVELOPMENT, AS WELL AS ITS CONNECTION AND ADJACENCIES TO THE STREET, IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE.
8. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
9. THE LOCATION NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT "O CHANGE PROVIDED THAT THE "OTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 750.00 SF.
10. THE LOCATION NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 800.00 SF.

4E 4F

(60' - NARROW STREET)

3B 38' | 3B 35' | 3B 35' | 3B 34' | 3B 35' | 2B 30' | 2B 30' | 2B 31'

1S 21'

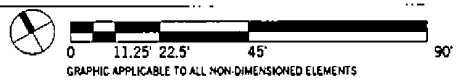
4S 49'

4E

4F

4H

4J



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	10.13.2021	INTERDIVISIONAL MTG
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	10.02.2023	ULURP DRAWINGS

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MA PROJECT NO.2111

341 10TH ST - STELLAR

ZONING DIAGRAMS - WAIVER PLAN



DRAWING #: **U-006.00**

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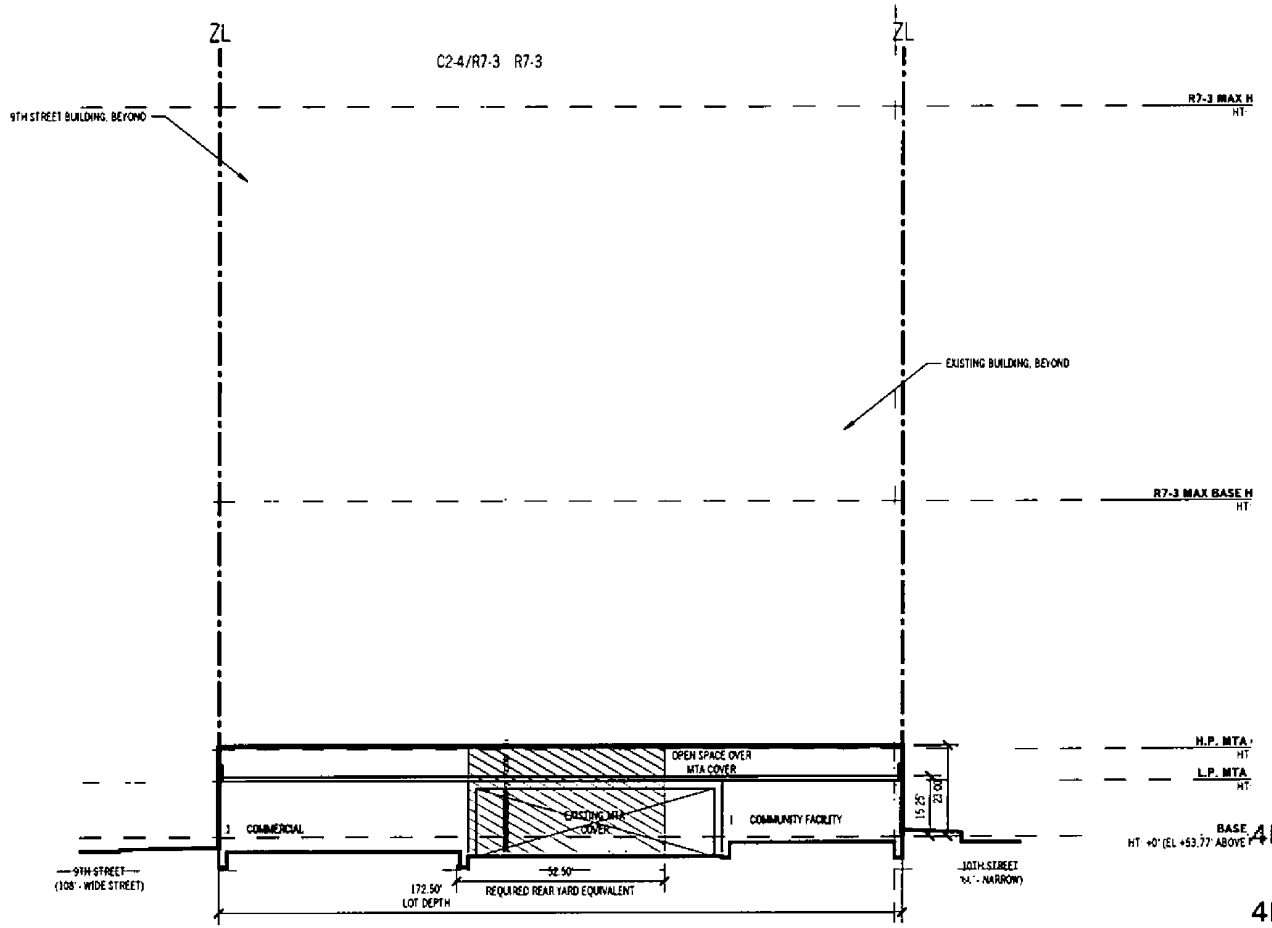
4H 4J

4A 4B



4A 4B

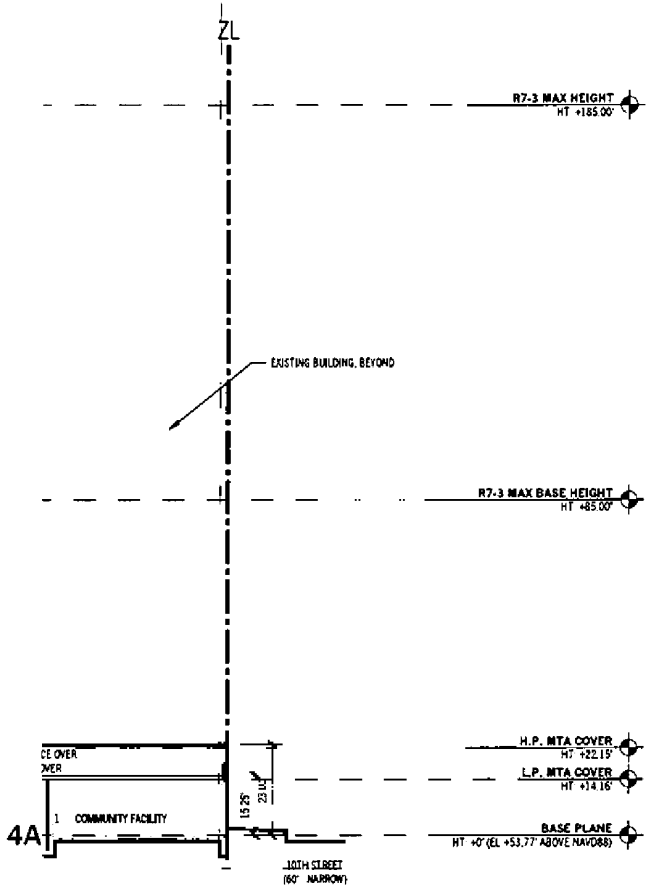
4D 4E

4 SECTION - 10TH STREET BUILDING - EAST
1" = 22'-6"

0 11.25' 22.5' 45' 90'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

4D 4E

4A 4B



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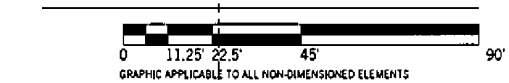
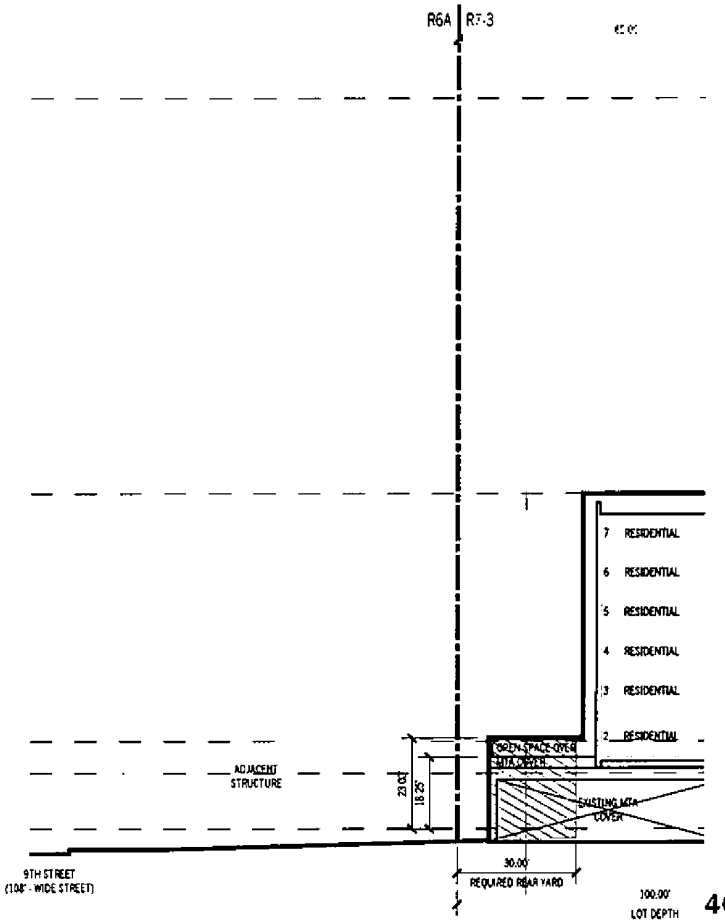


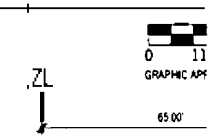
4D 4E

4B 4C



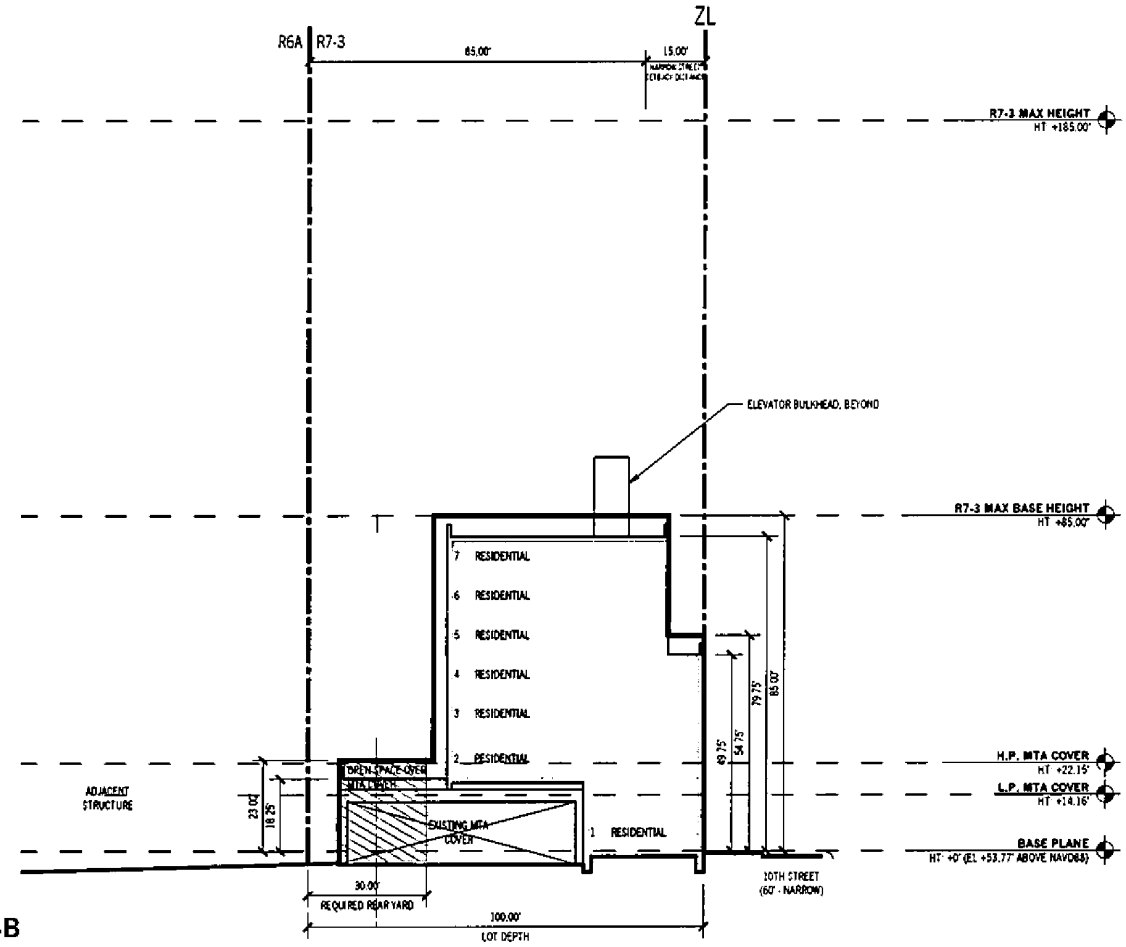
4F

3 SECTION - 10TH STREET BUILDING - EAST
1" = 22'-6"



4E 4F

4B 4C



4B

4C

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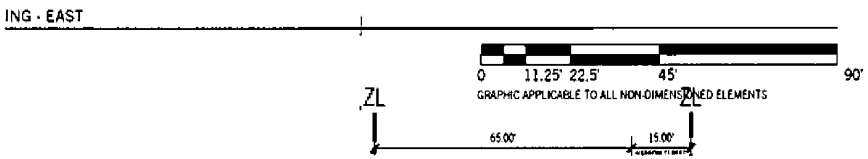
4F



4E 4F



341 10th Street

Marvel Architects
145 HUDSON ST, FL.3 NEW YORK, NY 10013 212.616.0420

OWNER/CLIENT

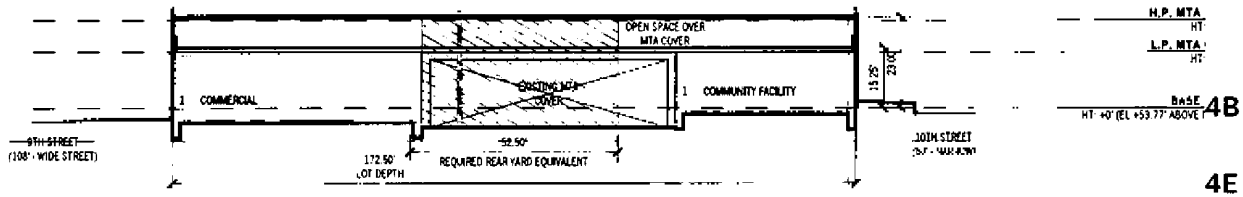
CODE CONSULTING

EXPEDITING

4A 4B

4A

4D

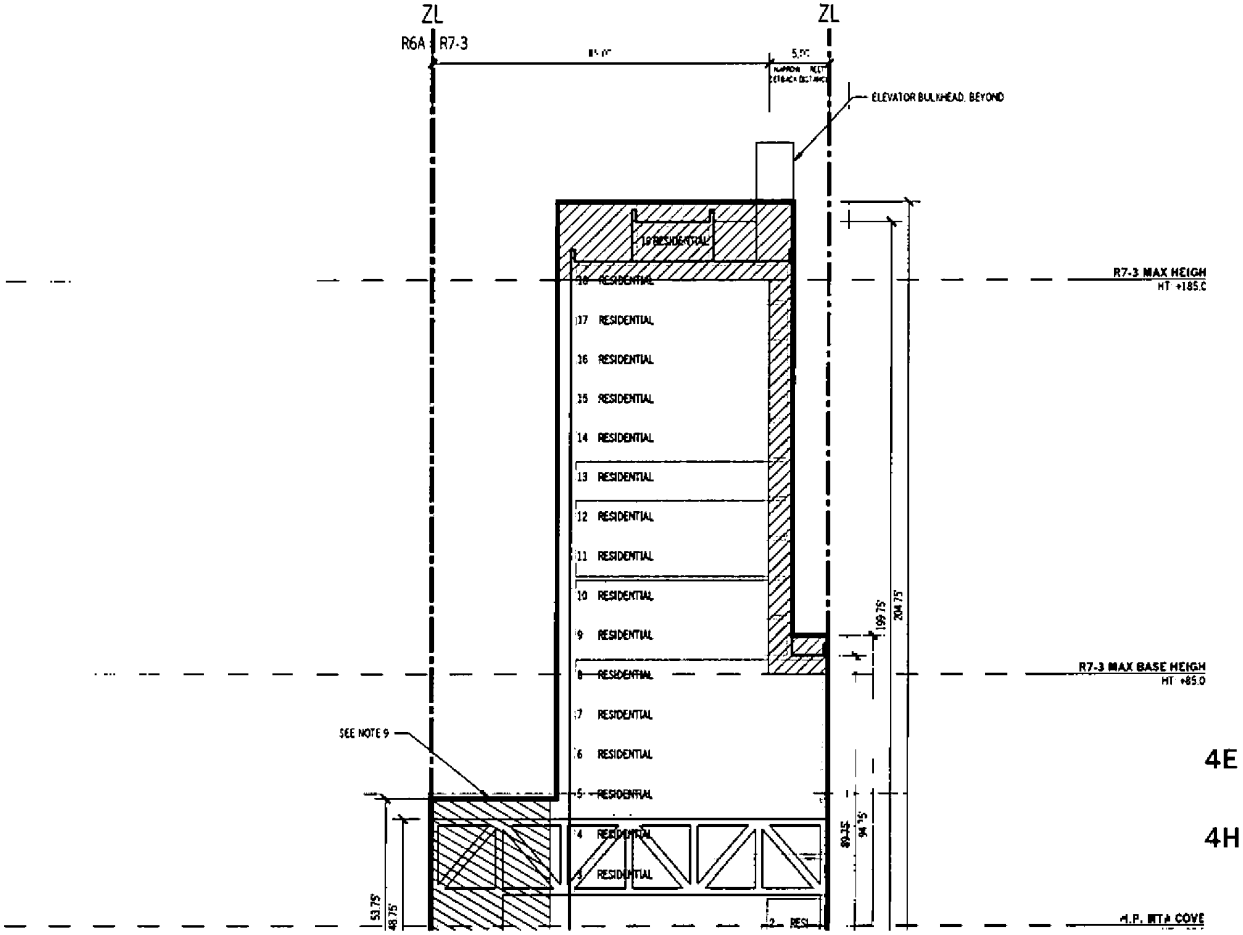


4B

4E

4 SECTION - 10TH STREET BUILDING - EAST
1" = 22'-6"

0 11.25' 22.5' 45' 90'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS



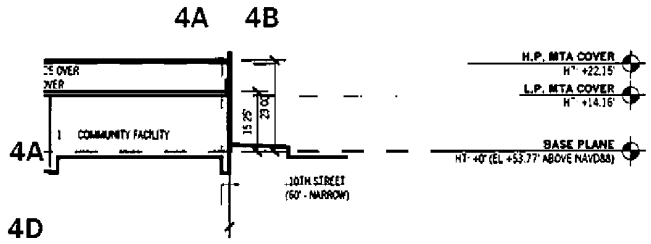
4D

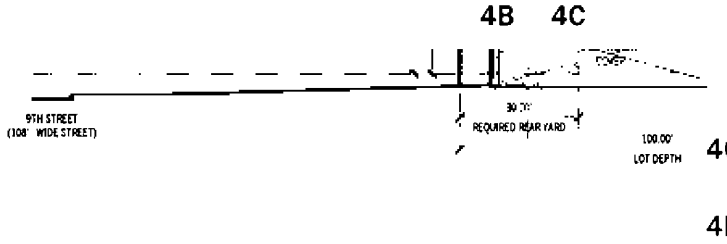
4E

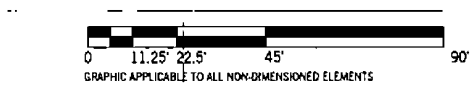
4G

4H

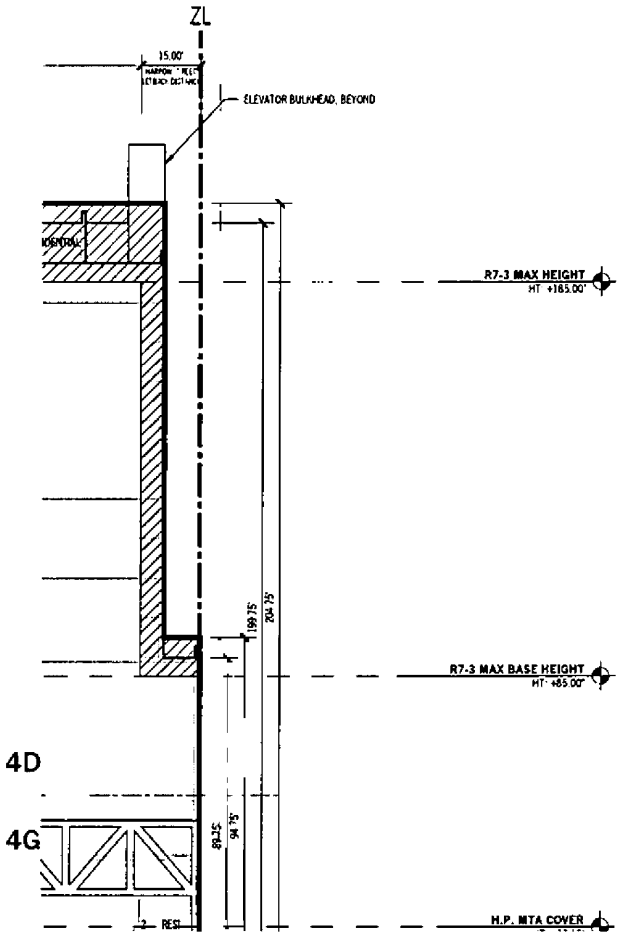
4G 4H

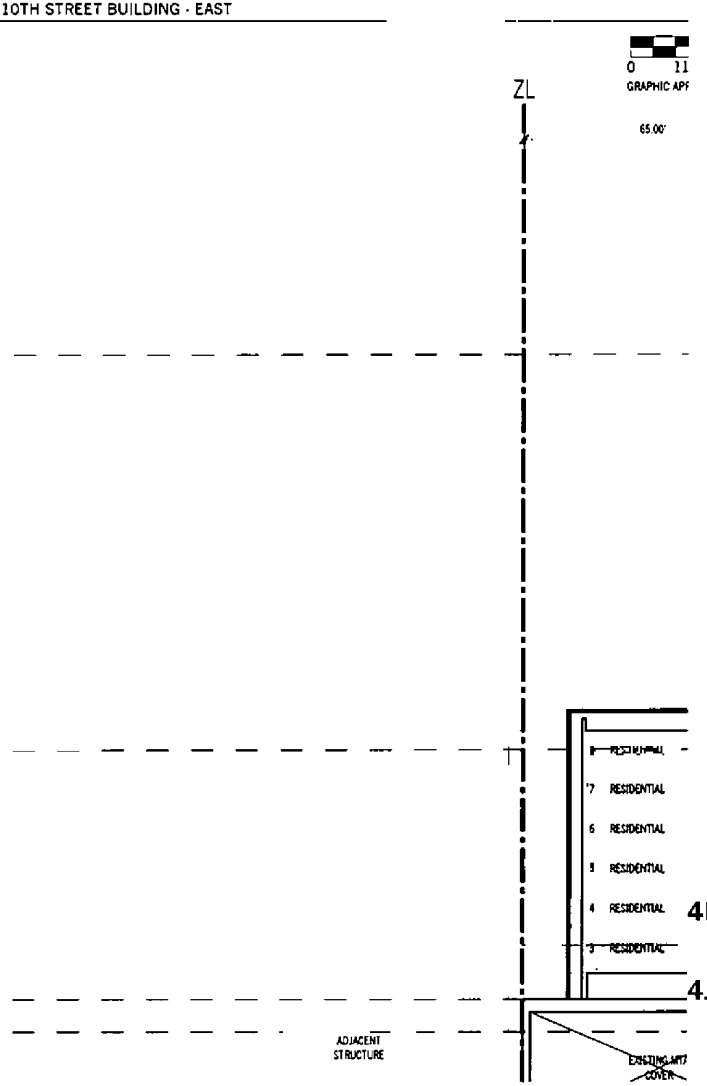




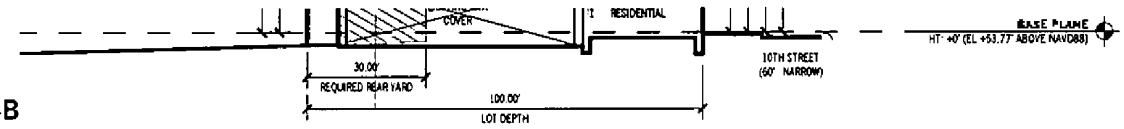


3 SECTION - 10TH STREET BUILDING - EAST
1" = 22'-6"





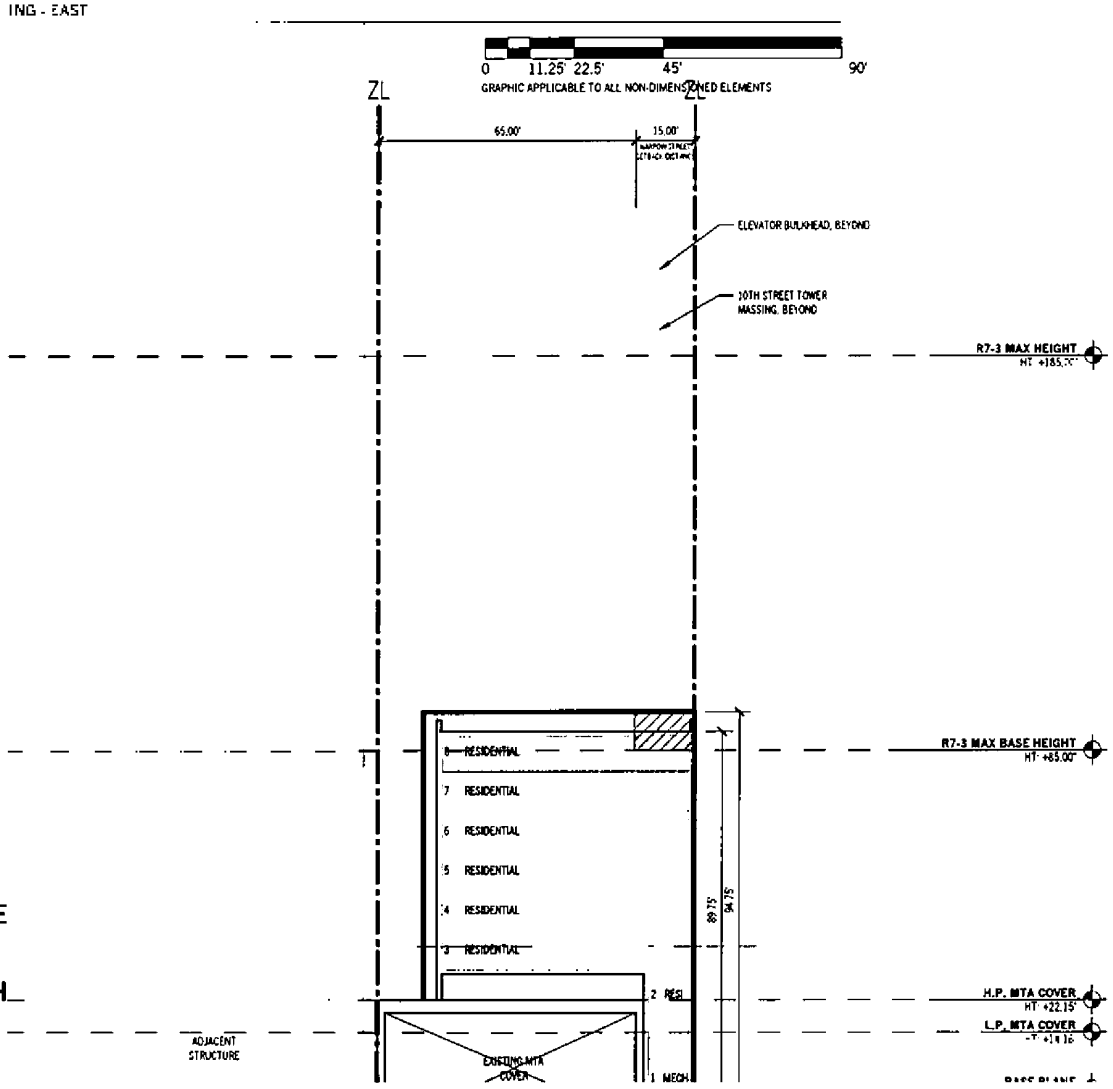
4B 4C



4B 4C

4E 4F

ING - EAST



4E 4F

4H 4J

4H 4J

REV.	MM.DD.YYYY	DESCRIPTION
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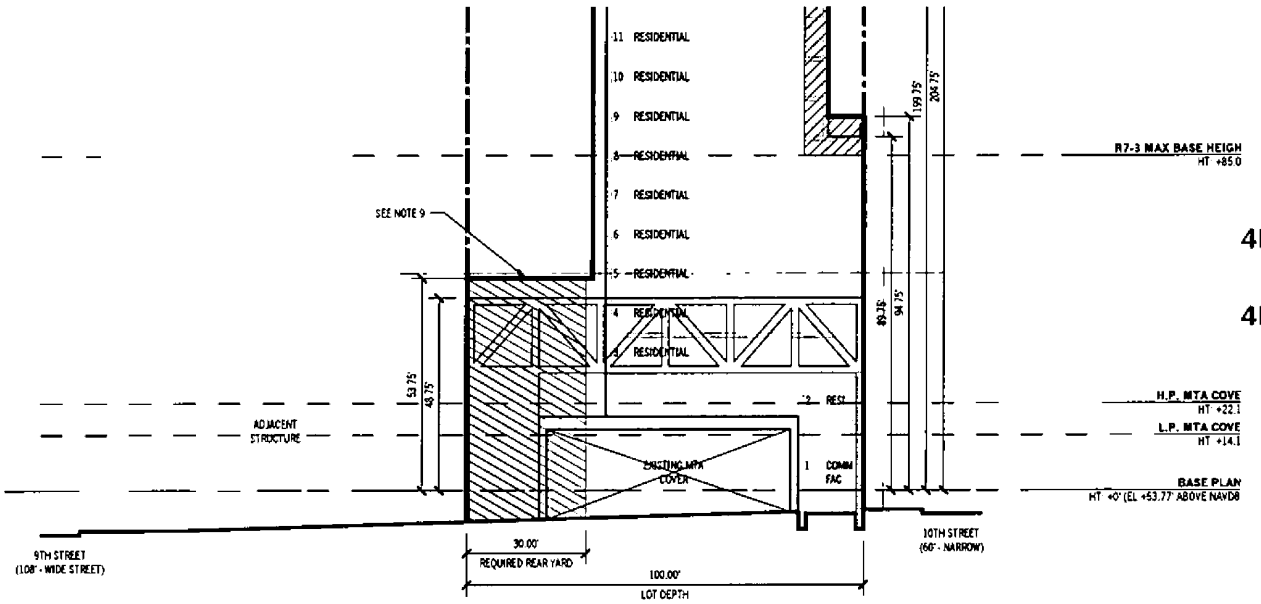
	10.02.2023	ULURP DRAWINGS

4D 4E

4D 4E

4G 4H



2 SECTION - 9TH & 10TH STREET BUILDING - EAST
1" = 22'-6"

0 11.25' 22.5' 45' 90'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

LEGEND

GENERAL

R6A / R7-3 ZONING DISTRICT

EXISTING BUILDING/MTA COVER TO REMAIN

PROPOSED BUILDING

ZONING LOT LINE (ZL)

ZONING DISTRICT BOUNDARY

ILLUSTRATIVE BUILDING LINE

PROPOSED MAXIMUM BUILDING ENVELOPE

ELEVATION DATUM
DATUM HEIGHT

ZONING WAIVER

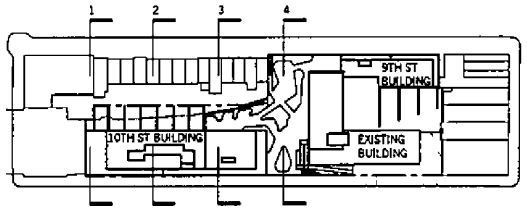
HEIGHT AND SETBACK WAIVERS (NEW) PURSUANT TO ZR 74-743.

EXISTING LEGAL NON-COMPLYING HEIGHT & SETBACK AREAS

YARD WAIVERS (NEW) PURSUANT TO ZR 23-532.

EXISTING LEGAL NON-COMPLYING YARDS

KEY PLAN



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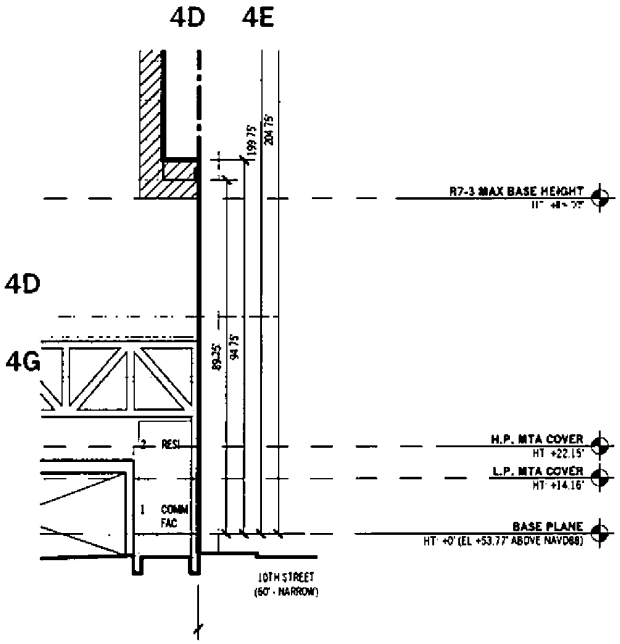
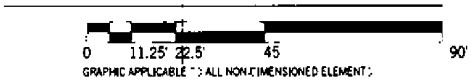
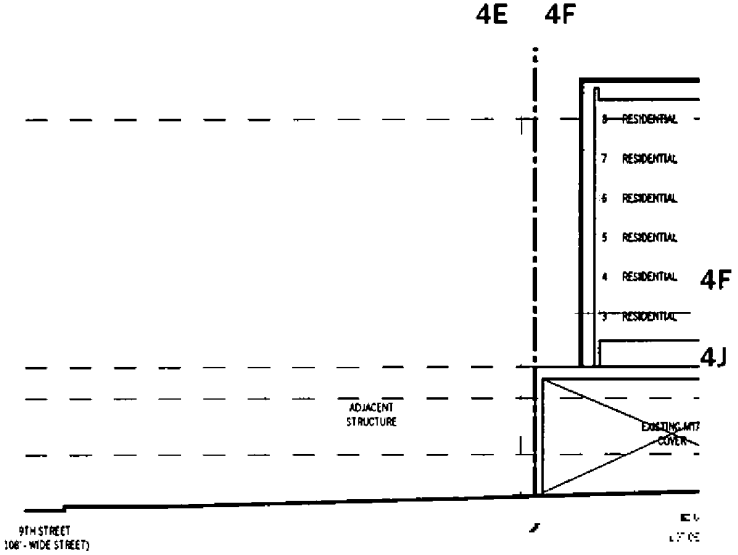
Z:\PROJECTS\2111 - STELLAR 10TH AVE\09-CONTRACT DOCS\00-SHEETS\U-007.00 ZONING SECTIONS .DWG





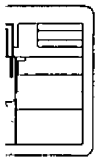


1 SECTION - 10TH STREET BUILDING - EAST
1" = 22'-6"



R 74-743

AREAS



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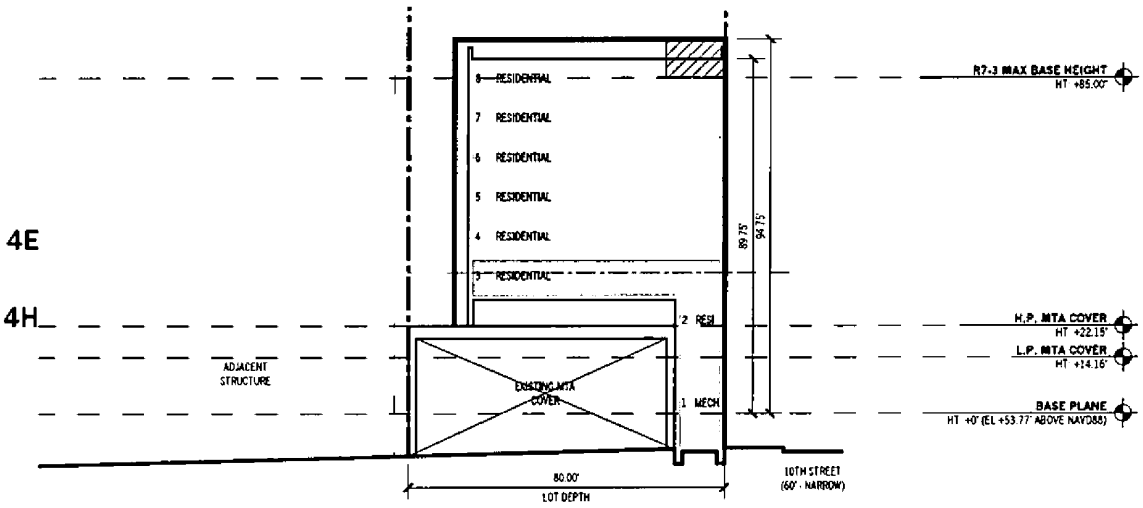
9. THE LOCATION, NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 750.00 SF.
10. THE LOCATION, NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 800.00 SF.

4G 4H

4H 4J

4E 4F



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0 11.25' 22.5' 45' 90'

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

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AGE OF 750.00

N THE REAR
T COVERAGE
AGE OF 800.00

4H 4J

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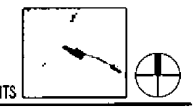
	09.15.2023	ULURP DRAWINGS
	10.02.2023	ULURP DRAWINGS



KEY PLAN:NTS

MA PROJECT NO.2111

341 10TH ST - STELLAR

ZONING SECTIONS I



DRAWING # **U-007.00**

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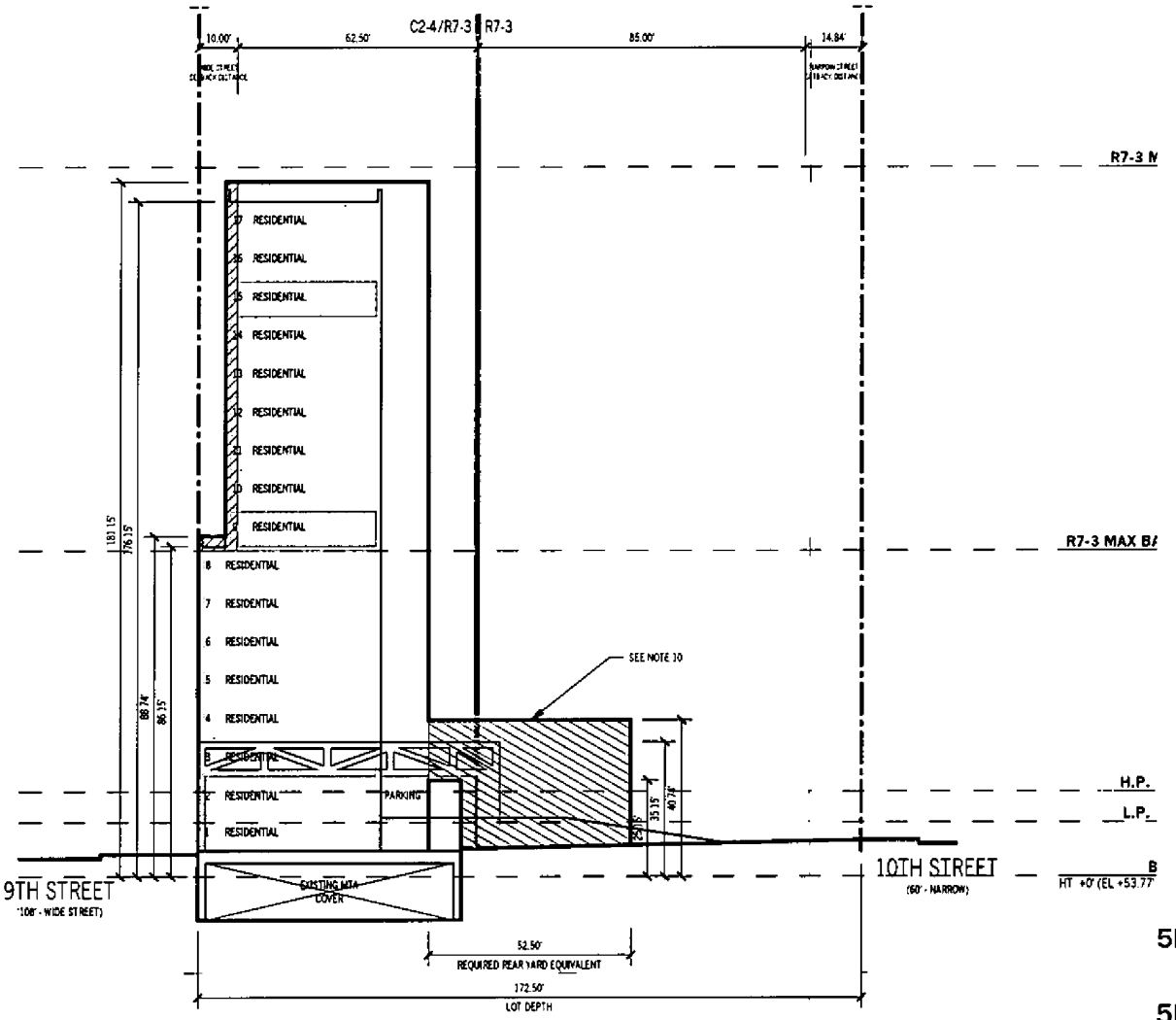


5A 5B

5D 5E

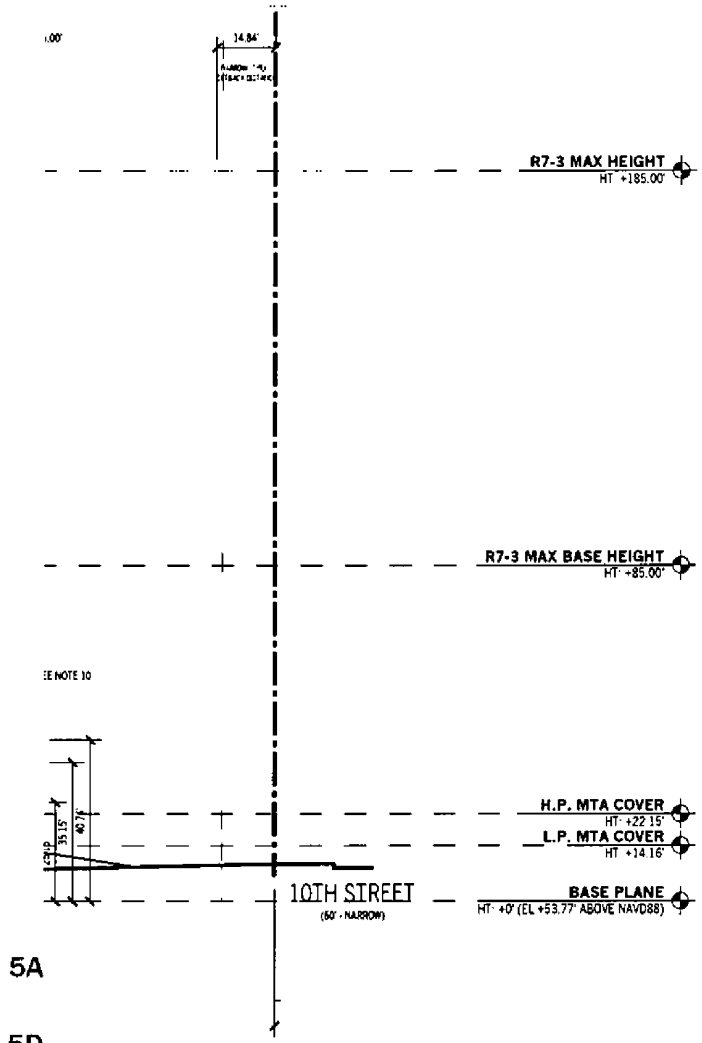
4 SECTION - 9TH STREET BUILDING - EAST
1" = 22-6"

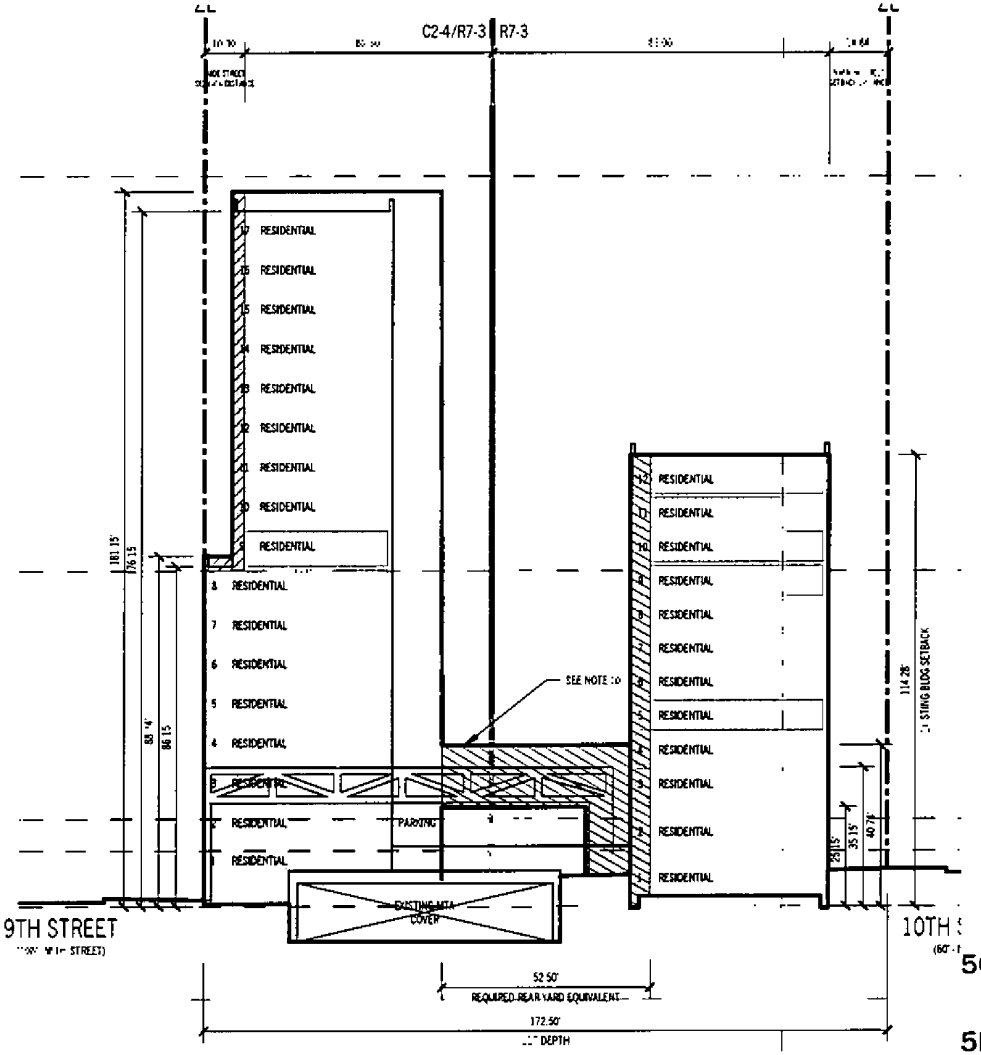
0 11.25' 22.5' 4
GRAPHIC APPLICABLE TO ALL NON-DIM

5D 5E

5A 5B

5B 5C





5A 5D

5C 5F

3 SECTION - 9TH STREET BUILDING & EXISTING 10TH STREET BUILDING - EAST
1" = 22'-6"

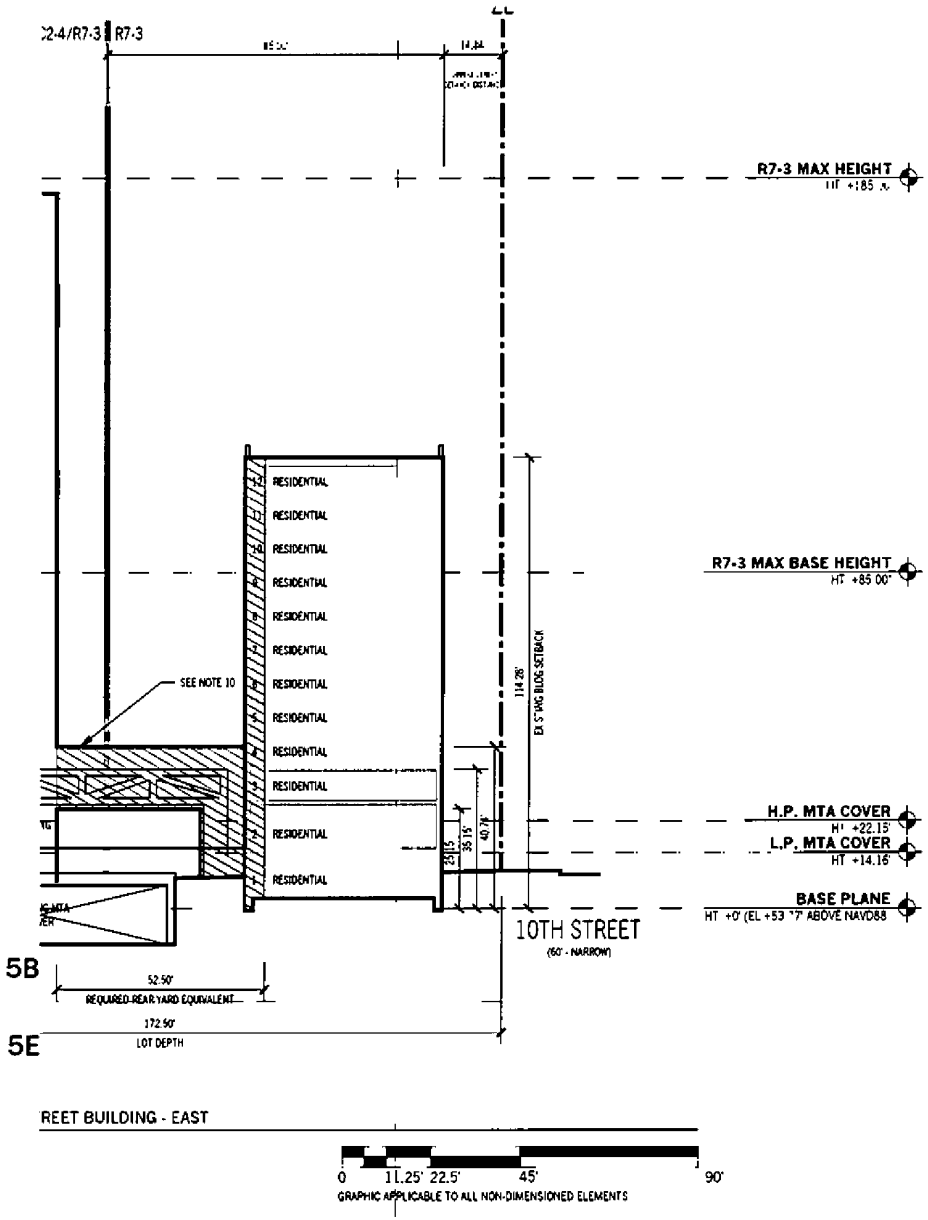
0 11.25' 22.5' 45' 90'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

0 11.25' 22.5' 45'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED

5D 5E

5E 5F

5B 5C



REET BUILDING - EAST

0 11.25' 22.5' 45' 90'

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

5E 5F



341 10th Street

Marvel Architects

145 HUDSON ST FL 3 NEW YORK, NY 10013 212.616.0420

OWNER/CLIENT

CODE CONSULTING

EXPEDITING

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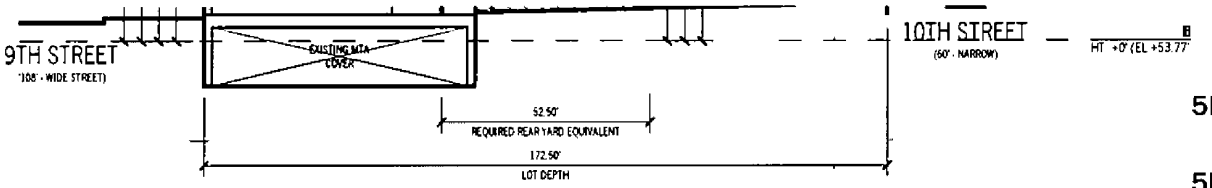

5A 5B

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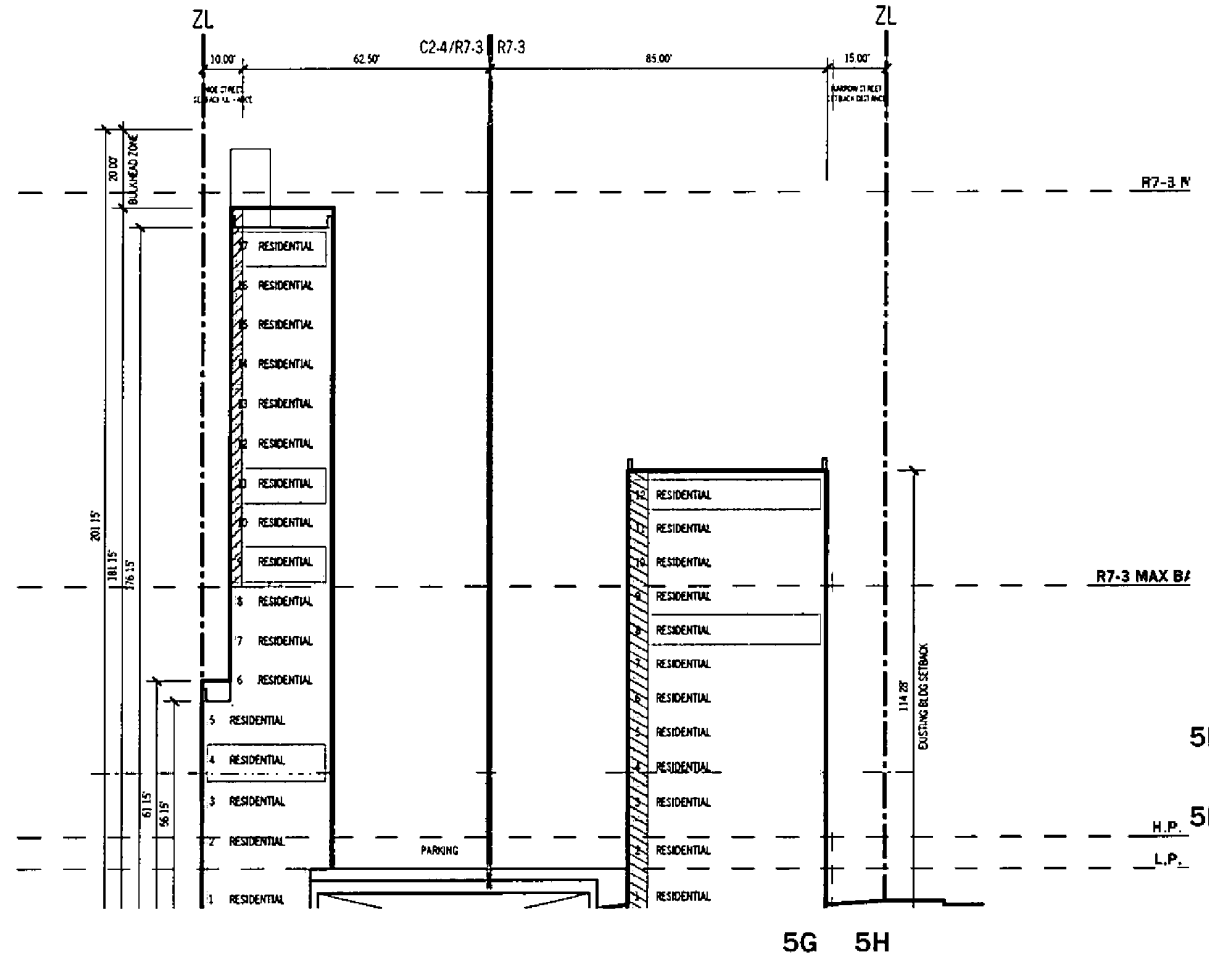
4 SECTION - 9TH STREET BUILDING - EAST
1" 22-6"

0 11.25' 22.5' 4
GRAPHIC APPLICABLE TO ALL NON-OMI



5D 5E

5G 5H

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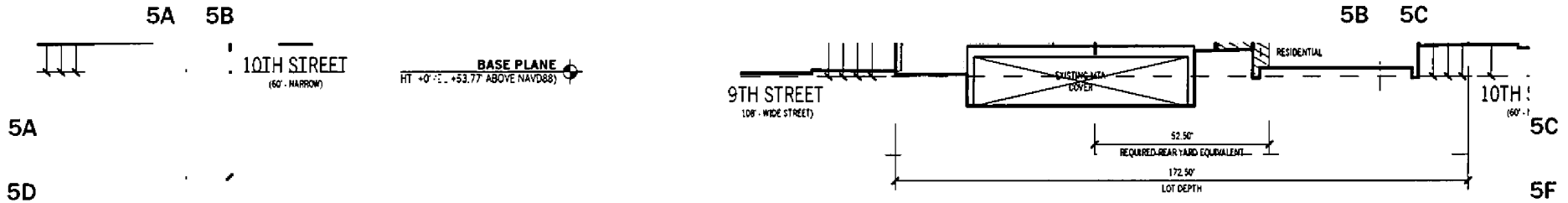


0 11.25' 22.5' 45' 90'

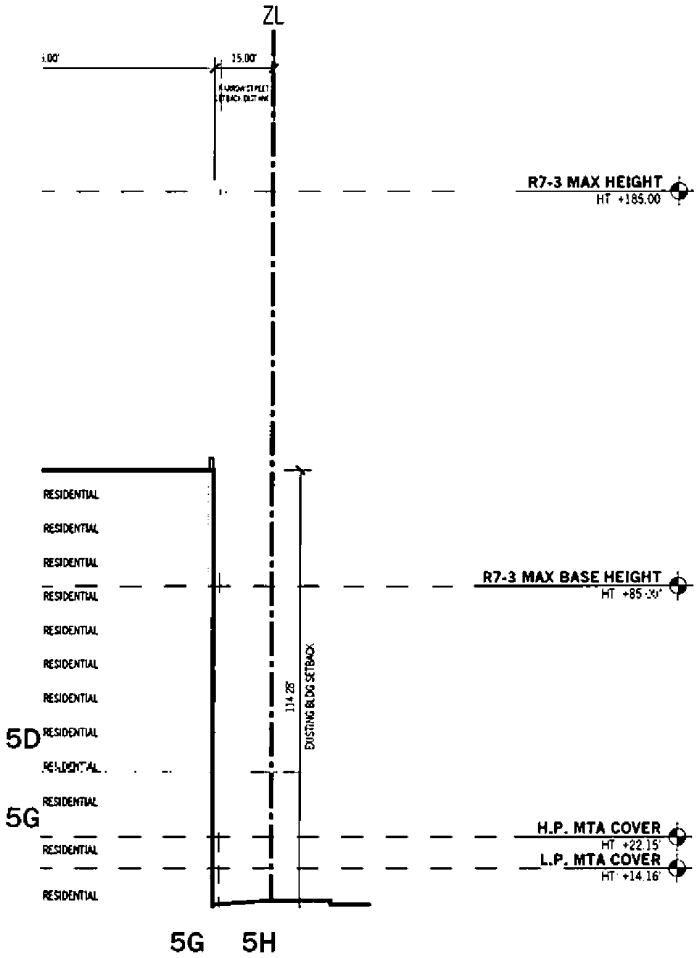
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

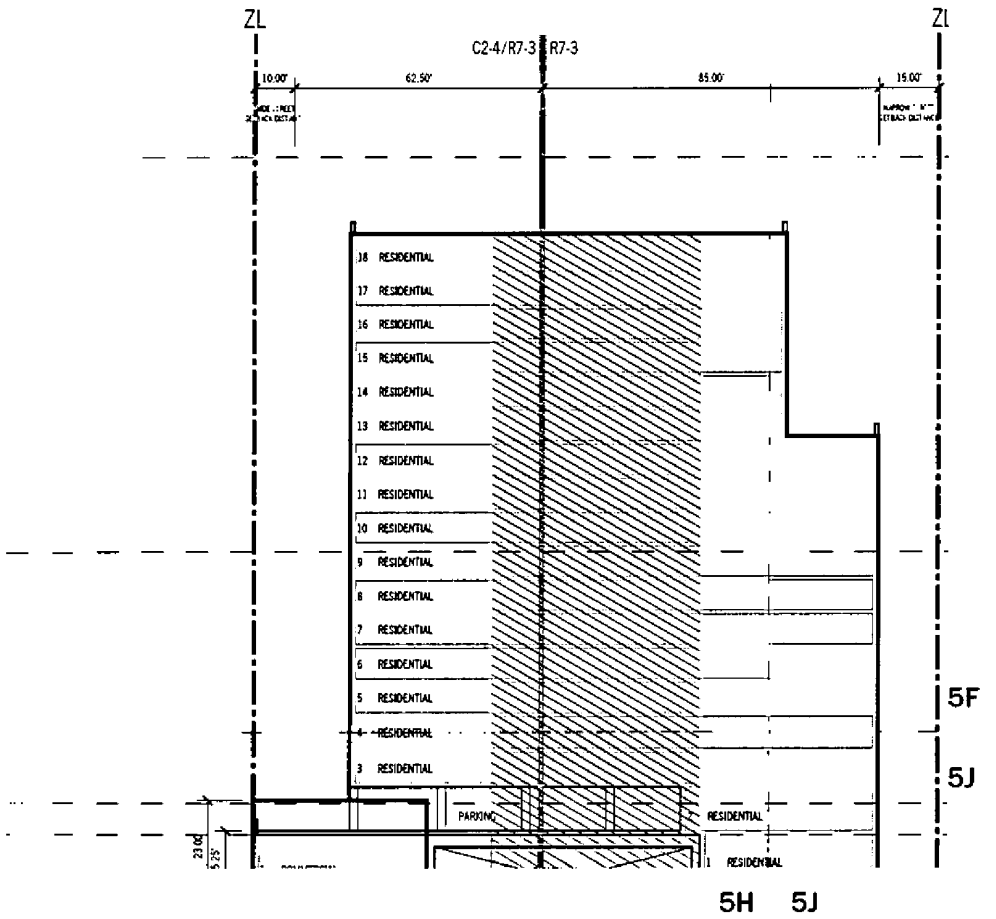
3 SECTION - 9TH STREET BUILDING & EXISTING 10TH STREET BUILDING - EAST

1" = 22'-6"

0 11.25' 22.5' 45'

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED





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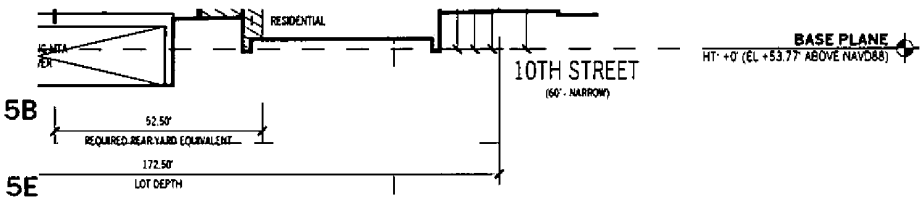

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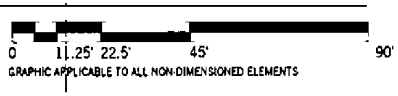
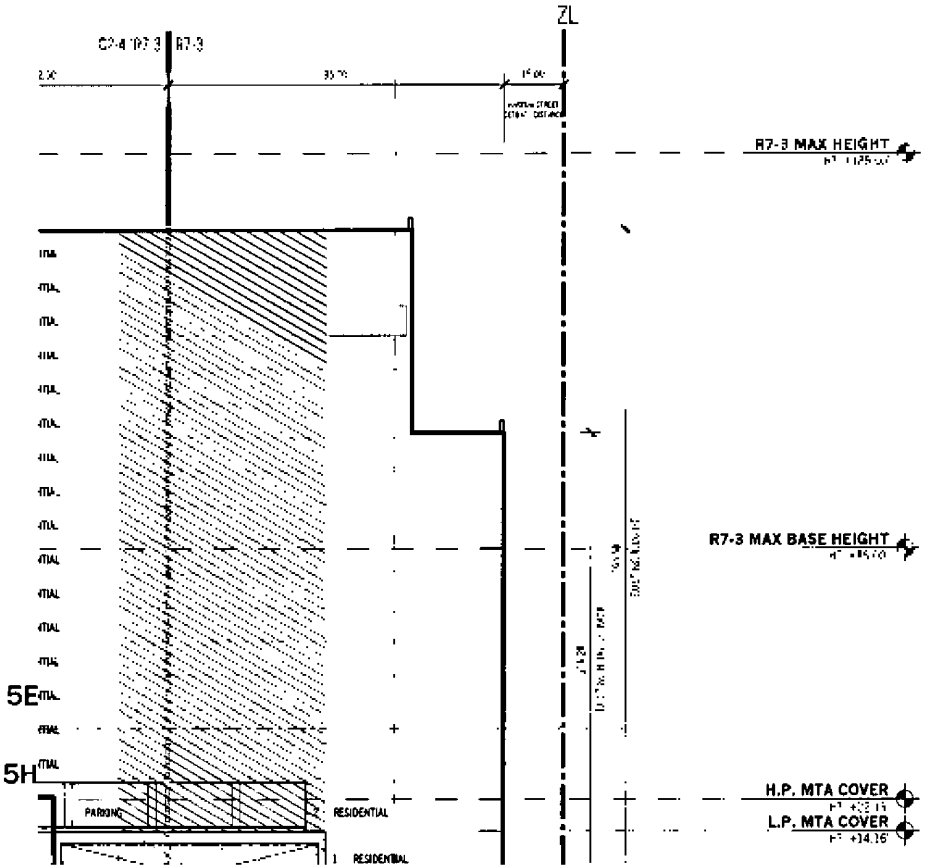
REET BUILDING - EAST





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5H 5J

REV.	MM.DD.YYYY	DESCRIPTION
	08.27.2021	PAS SUBMISSION
	10.13.2021	INTERDIVISIONAL MTG
	02.01.2022	ZONING REVIEW
	03.24.2022	PACKAGING MEETING
	05.09.2022	PACKAGING REVIEW
	04.26.2023	PACKAGING MEETING
	05.06.2023	ULURP DRAWINGS
	09.15.2023	ULURP DRAWINGS

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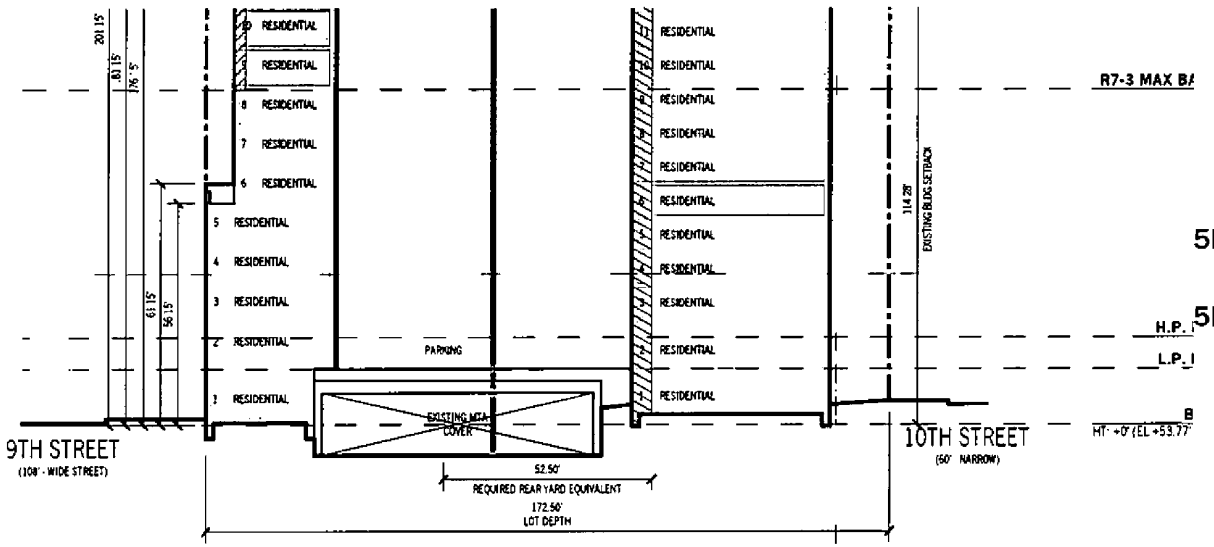


2 SECTION - 9TH STREET BUILDING & EXISTING 10TH STREET BUILDING - EAST
1" = 22-6"

0 11.25' 22.5'

GRAPHIC APPLICABLE TO ALL NON-O MI

Z:\PROJECTS\2111 - STELLAR 10TH AVE\09-CONTRACT DOCS\00-SHEETS\U-008.00 ZONING SECTIONS II.DWG

LEGEND

GENERAL

R6A R7 3 ZONING DISTRICT

EXISTING BUILDING/MTA COVER TO REMAIN

PROPOSED BUILDING

ZONING LOT LINE (ZL)

ZONING DISTRICT BOUNDARY

ILLUSTRATIVE BUILDING LINE

PROPOSED MAXIMUM BUILDING ENVELOPE

ELEVATION DATUM
DATUM HEIGHT

ZONING WAIVER

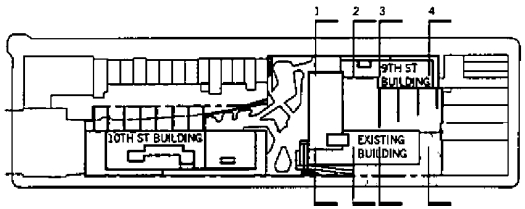
HEIGHT AND SETBACK WAIVERS (NEW) PURSUANT TO ZR 74-743.

EXISTING LEGAL NON-COMPLYING HEIGHT & SETBACK AREAS

YARD WAIVERS (NEW) PURSUANT TO ZR 23-532.

EXISTING LEGAL NON-COMPLYING YARDS

KEY PLAN



GENERAL NOTES

1. APPLICANT'S STAMP AND SEAL CORRESPONI REGARDING THE DEVELOPMENT SITE, ZONIN CUTS ONLY. INFORMATION REGARDING THE : EXISTING STRUCTURES IS FOR ILLUSTRATIVE
2. BUILDINGS WITHIN THE PROPOSED ZONING I ILLUSTRATIVE PURPOSES ONLY AND ARE SUI
3. BUILDING ENTRANCES ARE SHOWN FOR ILLU
4. INTERIOR PARTITIONS ARE SHOWN FOR ILLU ARE SUBJECT TO CHANGE.
5. STREET TREES ADJACENT TO THE PROJECT / ACCORDANCE WITH THE ZONING RESOLUTIO LOCATION AND NUMBER OF WHICH SHALL BE PARKS AND RECREATION DETERMINATION OI LOCATED BUT REQUIRED BY ZONING RESOLU OFFS TE OR OWNER WILL CONTRIBUTE TO DI

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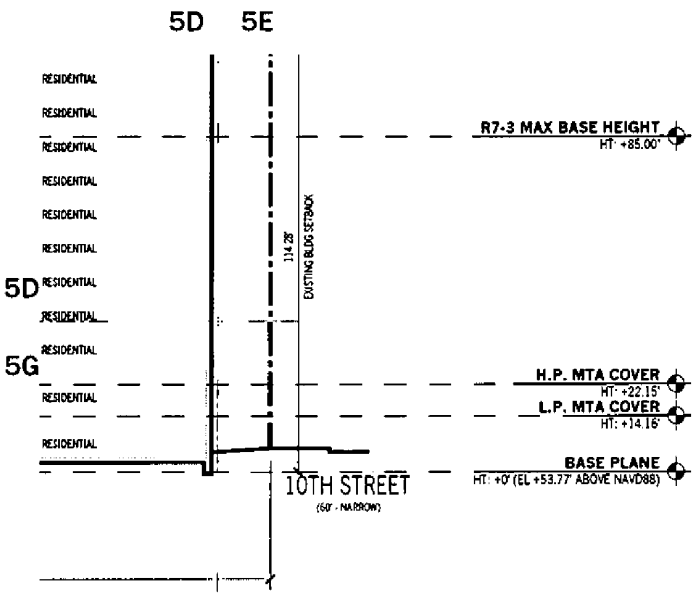

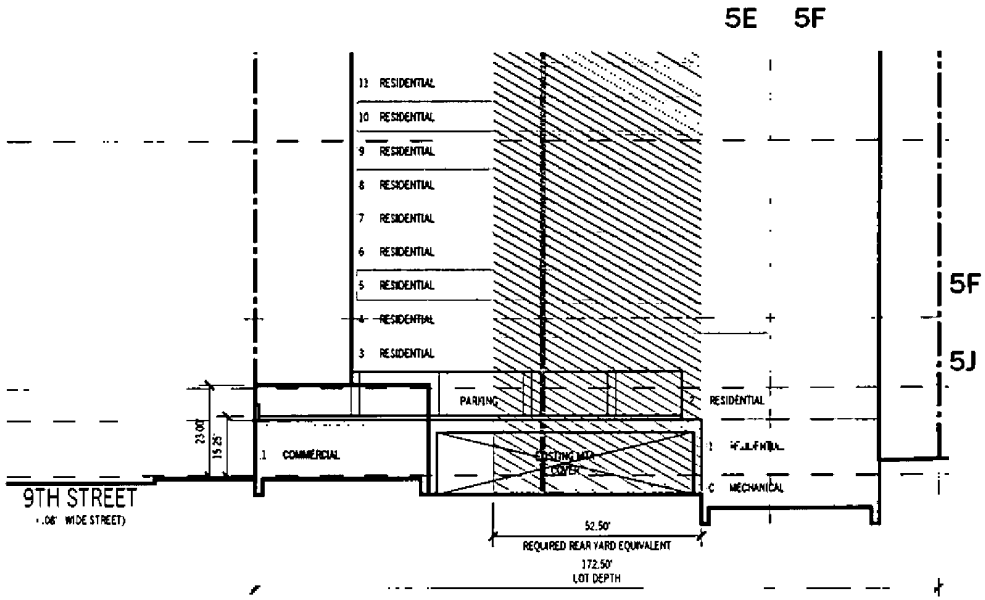

1 SECTION - EXISTING 10TH STREET BUILDING - EAST
1" = 22'-6"

0 11.25' 22.5'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

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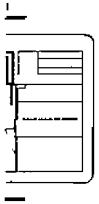

GENERAL NOTES

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS ONLY. INFORMATION REGARDING THE SURROUNDING PROPERTIES AND EXISTING STRUCTURES IS FOR ILLUSTRATIVE PURPOSES ONLY.
2. BUILD NGS WITHIN THE PROPOSED ZONING ENVELOPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. BUILD NG ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
4. INTERIOR PARTITIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
5. STREET TREES ADJACENT TO THE PROJECT AREA WILL BE PROVIDED N ACCORDANCE WITH THE ZONING RESOLUTION ZR 26-41. THE FINAL LOCATION AND NUMBER OF WHICH SHALL BE SUBJECT TO DEPARTMENT OF PARKS AND RECREATION DETERMINATION OF FEASIBILITY. TREES NOT LOCATED BUT REQUIRED BY ZONING RESOLUTION ZR26-41 WILL BE PLANTED OFFSITE OR OWNER WILL CONTRIBUTE TO DPR FUNDS.
6. ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
7. THE DESIGN OF THE OPEN SPACE AND LANDSCAPE AREAS DEPICTED IN THE LARGE SCALE GENERAL DEVELOPMENT, AS WELL AS ITS CONNECTION AND ADJACENCIES TO THE STREET, IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE.
8. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT S FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
9. THE LOCATION, NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 750.00 SF.
10. THE LOCATION, NUMBER, AND SIZE OF THE TRUSSES SHOWN IN THE REAR YARD ARE SUBJECT TO CHANGE PROVIDED THAT THE TOTAL LOT COVERAGE OF SUCH TRUSSES DOES NOT EXCEED A MAXIMUM LOT COVERAGE OF 800.00 SF.

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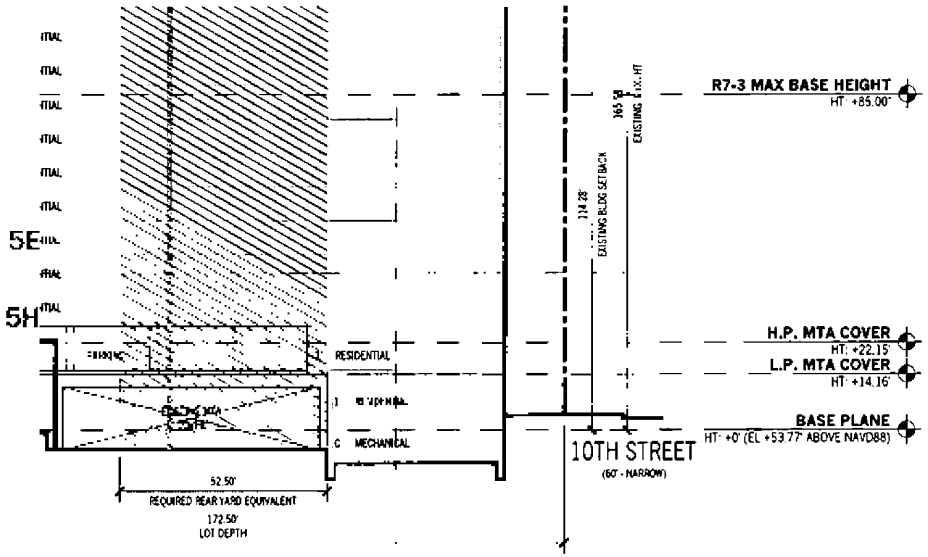

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REV	MM.DD.YYYY	DESCRIPTION
	08.27.2021	PAS SUBMISSION
	12.13.2021	INTERDIVISIONAL MTG
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	05.06.2023	ULURP DRAWINGS
	09.15.2023	ULURP DRAWINGS

5F

5J

KEY PLAN:NTS

MA PROJECT NO.2111

341 10TH ST - STELLAR

ZONING SECTIONS II

REGISTERED ARCHITECT
JONATHAN JOYA MARVEL
STATE OF NEW YORK

DRAWING # **U-008.00**

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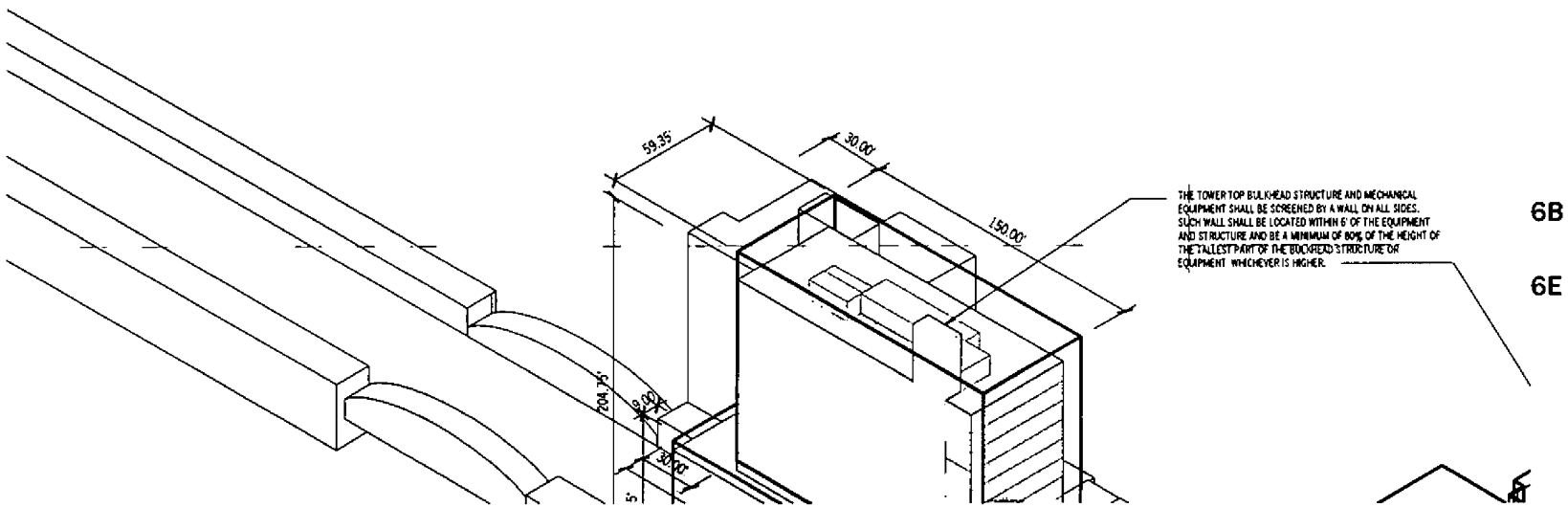
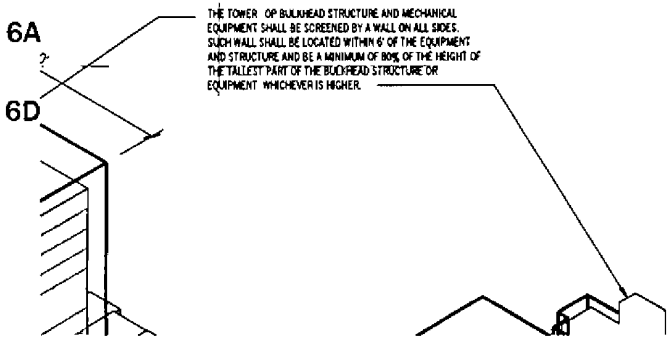


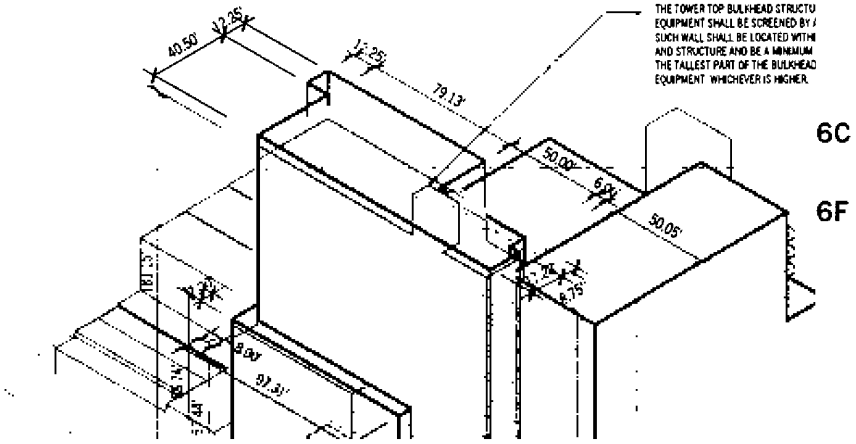
6A 6B

6D 6E

6A 6B

6B 6C





6D 6E

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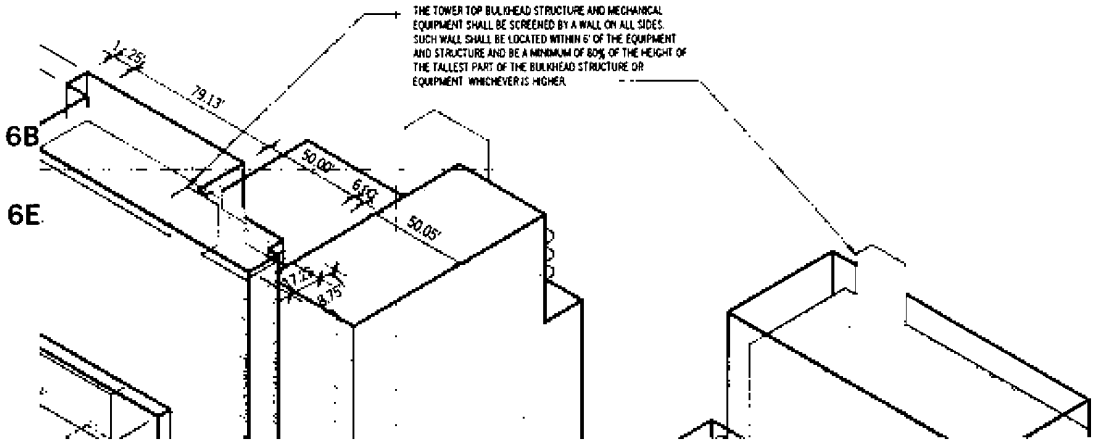
341 10th Street

Marvel Architects
145 HUDSON ST, FL.3 NEW YORK, NY 10013 212.616.0420

OWNER/CLIENT [illegible]
CODE CONSULTING

EXPEDITING



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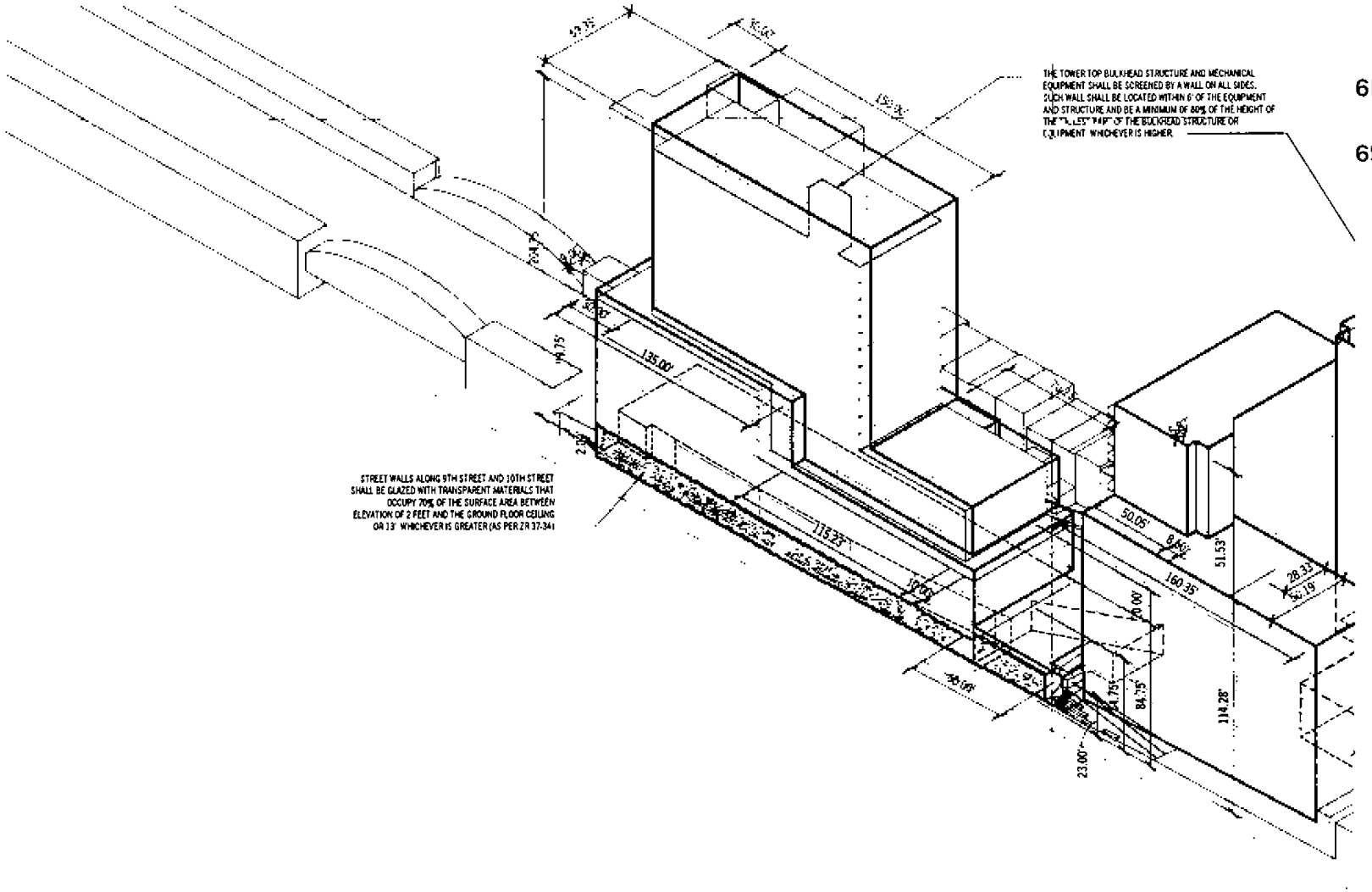
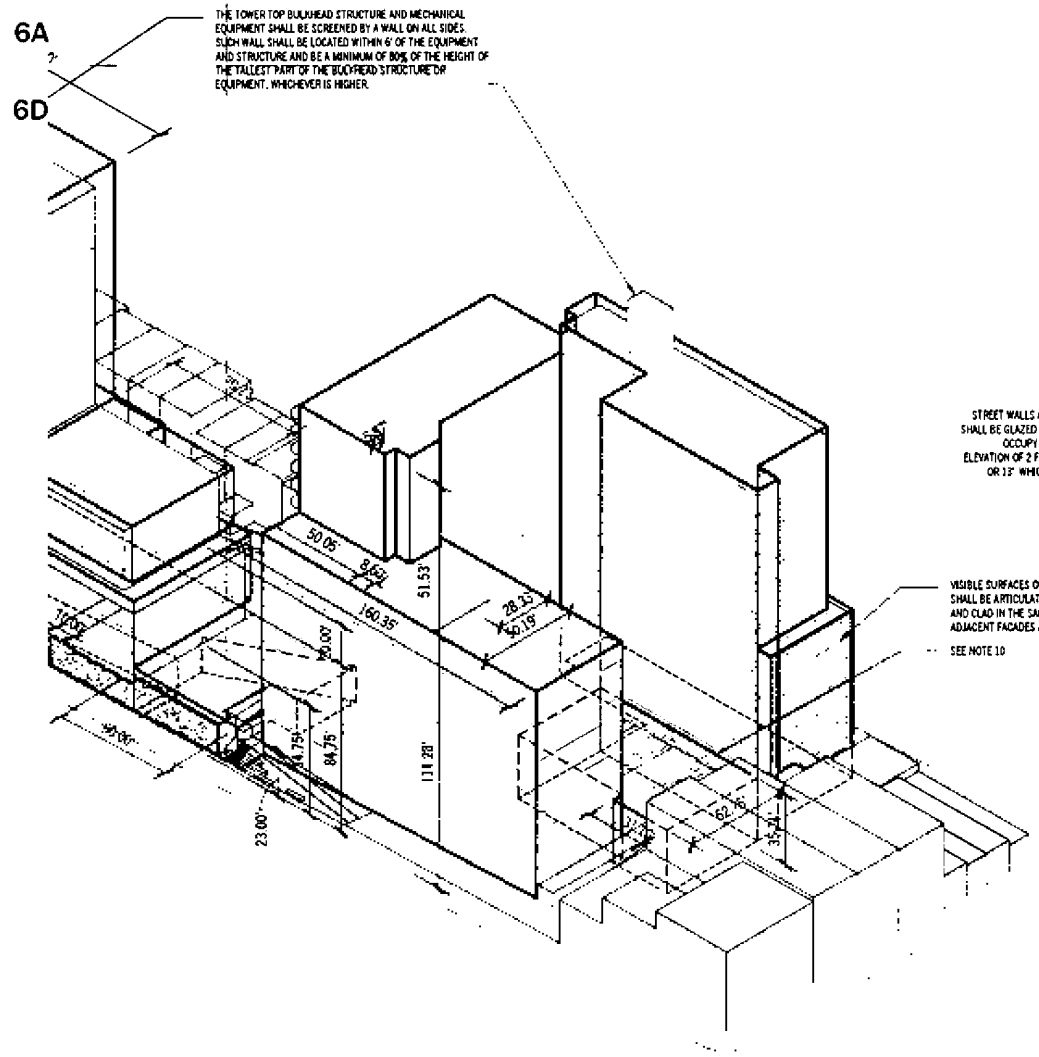
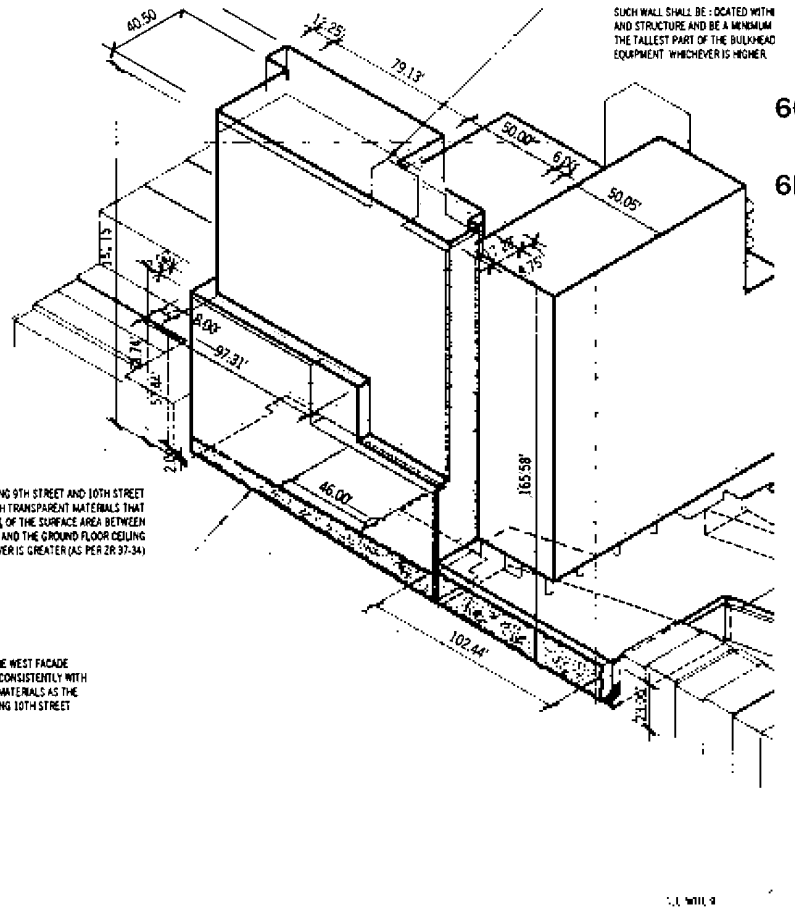


2 AXONOMETRIC VIEW - SOUTHEAST CORNER
1" = 50'-0"

0 22.5' 45'
GRAPHIC APPLICABLE TO ALL

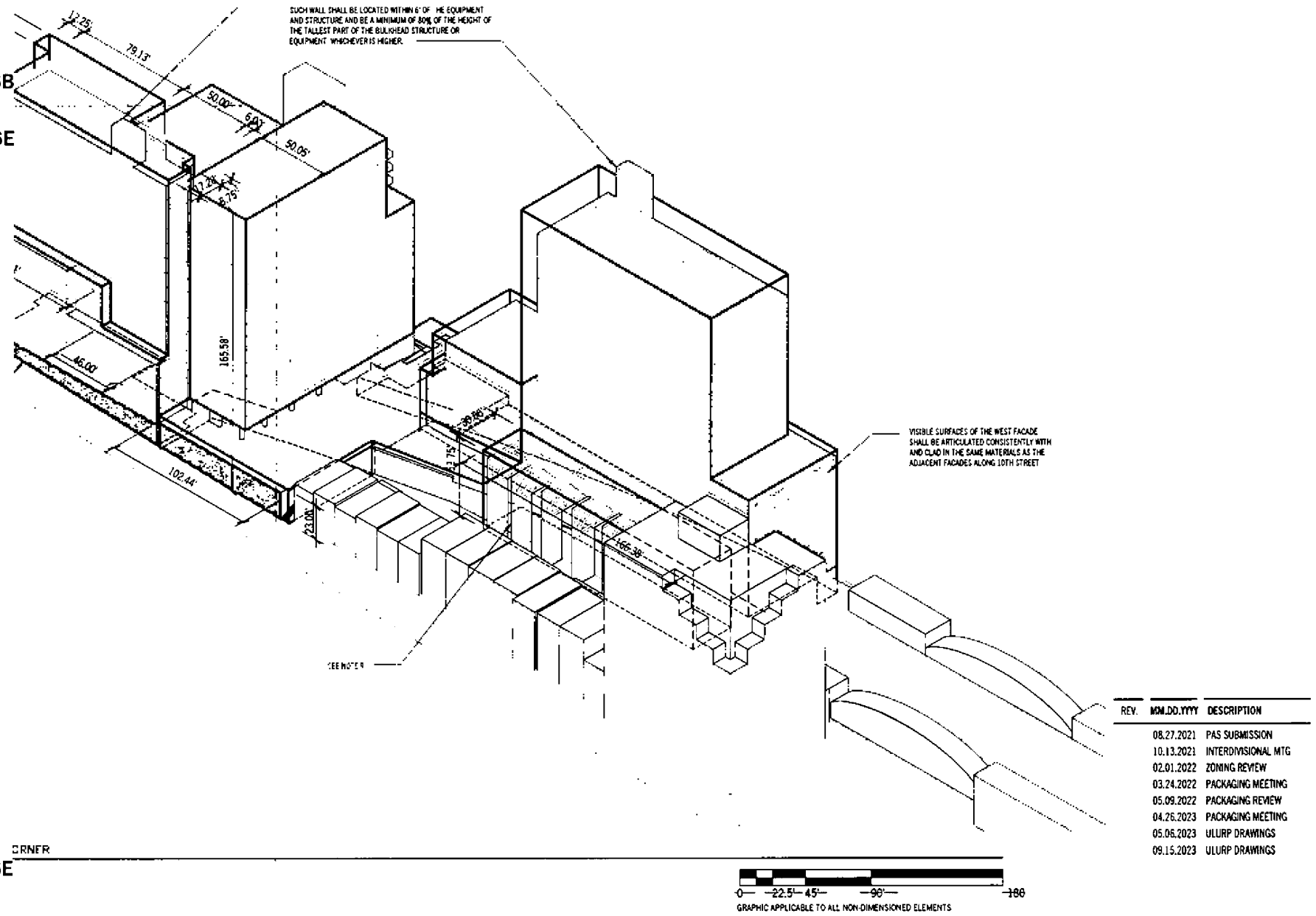




1 AXONOMETRIC VIEW - NORTHWEST CORNER
1" = 50'-0"

0 22.5° 45° 90° 180'
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

GENERAL NOTES



REV.	MM.DD.YYYY	DESCRIPTION
	08.27.2021	PAS SUBMISSION
	10.13.2021	INTERDIVISIONAL MTG
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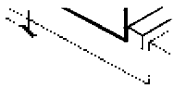
6D 6E



2 AXONOMETRIC VIEW - SOUTHEAST CORNER
1" = 50'-0"

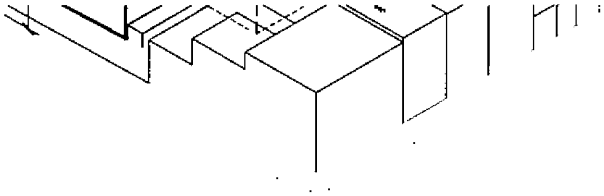
6D 6E

0 22.5' 45'
GRAPHIC APPLICABLE TO ALL

6G 6H

Z:\PROJECTS\2111 - STELLAR 10TH AVE\09-CONTRACT DOCS\00-SHEETS\U-009.00 ZONING DIAGRAMS - AXONOMETRICS.DWG

6G 6H





GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

1 AXONOMETRIC VIEW - NORTHWEST CORNER
1" = 50'-0"

GENERAL NOTES

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2. BUILDINGS WITHIN THE PROPOSED ZONING ENVELOPE ARE SHOWN FOR ILLUSTRA" VE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
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7. THE DESIGN OF THE OPEN S LARGE SCALE GENERAL DEV ADJACENCIES TO THE STRE ONLY AND SUBJECT TO CHA
8. INFORMATION OUTSIDE OF ILLUSTRATIVE PURPOSES O BEARS NO RESPONSIBILITY SURROUNDING PROPERTIES
9. THE LOCATION, NUMBER, AI YARD ARE SUBJECT TO CHA OF SUCH TRUSSES DOES NO SF.
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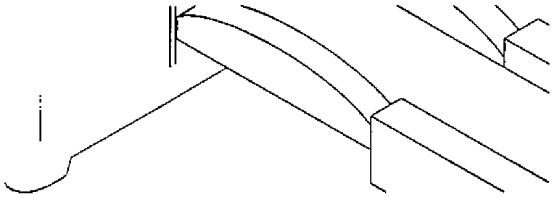

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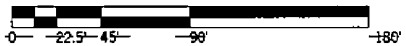
CORNER

6E 6F



GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

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RESPONDS TO THE INFORMATION
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NG THE SURROUNDING PROPERTIES AND
TRATIVE PURPOSES ONLY.
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OJECT AREA WILL BE PROVIDED IN
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8. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
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MA PROJECT NO.2111

341 10TH ST - STELLAR

ZONING DIAGRAMS - AXONOMETRICS



DRAWING #. **U-009.00**

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