AFFIDAVIT OF DELIVERY

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

Laura Carsten being duly sworn, deposes and says:

1. That they are over 18 years of age and have an address at c/o Kensington Vanguard National Land Services, 39 West 37th Street, 3rd Floor, New York, New York 10018.

2. That they are an employee of Kensington Vanguard National Land Services.

3. That on May 3, 2022 they transmitted the Restrictive Declaration to the Office of the Richmond County Clerk for recordation against Lots 82, 92, 95 and 100 in Block 13 in Staten Island:

4. That the following are attached hereto: (A) a copy of the FedEx airbill including tracking number transmitting the Restrictive Declaration to the Office of the Richmond County Clerk, (B) a copy of the Restrictive Declaration, (C) a copy of the recording and endorsement cover page for the Restrictive Declaration.

Name:

Sworn and subscribed to before me
on this 3 day of MAY, 2022

Signature of Notary

Jan Kiderman
Notary Public, State of NY
No. 01KI6075678
Qualified In Westchester County
Commission Expires June 10, 2022

ORIGIN ID:MTPA (212) 532-8686
MICHELLE HUNKER
KENSINGTON VANGUARD NATIONAL LAND S
39 WEST 37TH ST.,3RD FLOOR

NEW YORK, NY 10018
UNITED STATES US

SHIP DATE: 03MAY22
ACTWGT: 0.10 LB
CAD: 111257511/WSXI2750

BILL SENDER

TO **RICHMOND COUNTY CLERK**

130 STUYVESANT PLACE

STATEN ISLAND NY 10301

(999) 999-9999 REF: 528851-F-NY-CP-KV

INV:

PO: DEPT:

577J5/1BD6/FE4A

FedEx Express

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NY-US **EWR**

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[EXECUTION VERSION]

RESTRICTIVE DECLARATION

RICHMOND COUNTY

Dated as of April 29 2022

Block 13, Lots 82, 92, 95 and 100

RECORD AND RETURN TO:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036

Attention: Paul D. Selver, Esq.

RESTRICTIVE DECLARATION

THIS RESTRICTIVE DECLARATION ("**Declaration**"), made as of the 29th day of April, 2022, by RICHMOND SI OWNER 1 LLC, a limited liability company established pursuant to the laws of the State of Delaware, having an address at c/o Madison Realty Capital, 520 Madison Avenue, Suite 3501, New York, New York 10022 ("**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 Staten Island, Richmond County, City and State of New York, identified on the Tax Map of the City of New York, Richmond County ("**Tax Map**") as Block 13, Lots 82, 92, 95 and 100, which real property is more particularly described in Exhibit A annexed hereto and made a part hereof (the "**Subject Property**");

WHEREAS, 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:

(1) a Zoning Map Amendment to change (a) an area bounded by Nicholas Street, Richmond Terrace, Stuyvesant Place, Hamilton Avenue and line 185 feet from and parallel to Richmond Terrace and Stuyvesant Place between Hamilton Avenue and Nicholas Street from an R6 district with a C2-2 commercial overlay at a depth 100 feet located within the Special Hillsides Preservation District ("**SHPD**") to an R7-3 district with a C2-4 commercial overlay at a depth of 185 feet within the Special St. George District ("**SSGD**"), and (b) an area bounded by Richmond Terrace, Hamilton Avenue and Stuyvesant Place from an R6 district with a C2-2 commercial overlay to an R6 district with a C2-4 commercial overlay within the SSGD (together, the "**Proposed Area**") (C 210289 ZMR) (the "**Zoning Map Amendment**");

(2) a Zoning Text Amendment to (a) Article II (Residence District Regulations) of the New York City Zoning Resolution ("**Zoning Resolution**" or "**ZR**") to allow an R7-3 district and the optional Quality Housing Program within the SSGD, (b) Article XII, Chapter 8 (Special St. George District) regulations to include the Proposed Area within the Upland Subdistrict, establish bulk and other regulations for the R7-3 district within the SSGD, and establish a new special permit to modify bulk and mandatory improvements within the R7-3 district, and (c) Appendix F (Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas) to include the Proposed R7-3/C2-4 (SG)) district as a mandatory inclusionary housing area (N 210290 ZRR) (the "**Zoning Text Amendment**"); and

(3) a Zoning special permit pursuant to proposed ZR Section 128-62 to allow modifications to building setback, height, rear yard, and mandatory improvements for the Proposed Development (C 210291 ZSR) (the

"**Special Permit**," the Zoning Map Amendment, Zoning Text Amendment and Zoning Special Permit, collectively, the "**Land Use Applications**").

WHEREAS, the Commission acted as lead agency and conducted an environmental review of the Land Use Applications pursuant to City Environmental Quality Review, Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY § 5-01 et seq. ("**CEQR**") (Application No. 20DCP140R) and the State Environmental Quality Review Act, New York State Environmental Conservation Law § 8-0101 et seq. and the regulations promulgated thereunder at 6 NYCRR Part 617 ("**SEQRA**"), and issued a Notice of Completion for the Final Environmental Impact Statement (the "FEIS") dated August 20, 2020;

WHEREAS, Technical Memorandum 001 for the Potential City Council Modifications River North was issued on October 29, 2021 (the "Technical Memo") to review proposed City Council Modifications to the Land Use Actions;

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 Kensington Vanguard National Land Services of N.Y., as agent for First American Title Insurance Company, dated April 29, 2022, and attached hereto as Exhibit C, have joined in this Declaration or have waived their respective rights to execute this Declaration by written instrument annexed hereto as Exhibit C: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, 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. **Development and Use of the Subject Property.**

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

Drawing No.	Title	Date
Z-002	ZONING ANALYSIS	11/01/2021
Z-003	ZONING ANALYSIS	11/01/2021

Z-004	ZONING SITE PLAN	11/01/2021
Z-110	WAIVER PLAN	11/01/2021
Z-200	WAIVER SECTIONS	11/01/2021
Z-201	WAIVER SECTIONS	11/01/2021
Z-202	WAIVER SECTIONS	11/01/2021
Z-203	WAIVER SECTIONS	11/01/2021
Z-500	PUBLIC OPEN SPACE PLAN	11/01/2021
Z-501	MATERIAL PLAN, SEATING AND LIGHTING	11/01/2021
Z-502	PLANTING AND GRADING PLAN	11/01/2021
Z-503	PLAZA DETAILS	11/01/2021
Z-504	PUBLIC OPEN SPACE SECTIONS	11/01/2021
Z-505	PUBLIC OPEN SPACE SECTIONS	11/01/2021
Z-506	PUBLIC OPEN SPACE SECTIONS	11/01/2021
Z-507	ACTIVE PUBLIC OPEN SPACE PLAN	11/01/2021
Z-508	ACTIVE PUBLIC OPEN SPACE MATERIAL, SEATING AND LIGHTING PLAN	11/01/2021
Z-509	ACTIVE PUBLIC OPEN SPACE PLANTING AND GRADING PLAN	11/01/2021
Z-510	ACTIVE PUBLIC OPEN SPACE DETAILS	11/01/2021
Z-511	ACTIVE PUBLIC OPEN SPACE SECTIONS	11/01/2021

(b) **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, limitation or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the Subject Property in accordance with the Special Permit.

2. Project Components Related to the Environment ("PCREs")

(a) **Publicly Accessible Area.**

(i) Declarant shall construct and complete the public open space delineated on the Plans for the purpose of (i) passive recreational use by the general public and (ii) access for fire, police and other emergency services (the "Publicly Accessible Area") in connection with the third and final building of the Proposed Development, in accordance with the provisions set forth in **Section 8** hereof.

(ii) Declarant shall construct the Publicly Accessible Area in substantial accordance with the Plans.

(iii) Declarant shall not accept a Temporary Certificate of Occupancy from DOB for the third and final building of the Proposed Development until the Chair certifies to Declarant and DOB that the Publicly Accessible Area is Substantially Complete (defined in **Section 8(a)**), in accordance with the provisions set forth in **Section 8(a)**.

(iv) Declarant shall not accept a Permanent Certificate of Occupancy from DOB for the third and final building of the Proposed Development constructed on the Subject Property pursuant to the Special Permit until the Chair certifies to Declarant and DOB that the Publicly Accessible Area is Finally Complete (defined in **Section 8(b)**), in accordance with the provisions set forth in **Section 8(b)**.

(b) **Project Components Related to the Environment for Construction.** Declarant shall implement and incorporate as part of its construction of the Proposed Development, as appropriate, the following PCRE's related to construction prior to the issuance of the first permit from DOB permitting the demolition, excavation or construction of foundations for the Proposed Development ("**Construction Commencement**") on the Subject Property, as the context may require:

(i) Construction Air Emissions Reduction Measures.

a. Prior to Construction Commencement, Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, the following measures for all construction activities (including, but not limited to, demolition and excavation) during the development of the Proposed Development:

b. All non-road, diesel-powered construction equipment with engine power output rating of 50 horsepower or greater and controlled truck fleets (i.e. truck fleets under long term contract with Declarant, such as concrete mixing and pumping trucks) shall utilize the best available tailpipe technology for reducing diesel particulate emissions (currently, diesel particulate filters). Construction contracts shall specify that diesel engines rated at 50 hp or greater, as well as diesel generators rated at less than 50 hp at Building 3, shall utilize diesel particulate filters (either original equipment manufacturer or retrofit technology). Retrofitted diesel particulate filters must be verified under either the EPA or California Air Resources Board ("CARB") verification programs. Active diesel particulate filters or other technologies proven to achieve an equivalent reduction may also be used.

c. Non-road diesel-powered construction equipment with a power rating of 50 horsepower (hp) or greater shall meet or achieve at least the equivalent of the United States Environmental Protection Agency ("EPA") Tier 3 emission standard. All non-road engines in the project rated less than 50 hp shall meet at least the Tier 2 emissions standard.

d. All on-site diesel-powered engines shall be operated exclusively with ultra-low sulfur diesel fuel.

e. Idling of all vehicles, including non-road engines, for periods longer than three minutes shall be prohibited on the Subject Property for all equipment and vehicles that are not using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or unless otherwise required for the proper operation of the engine.

1. Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this **Section 3(a)(i)**, with respect to applicable work at the Subject Property.

(ii) Construction Noise Reduction Measures.

a. Prior to Construction Commencement, Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, the following measures for all construction activities (including demolition and excavation) related to the development of the Proposed Development:

b. All construction activities shall comply with Chapter 2 of Title 24 of the New York City Administrative Code (the "**New York City Noise Control Code**"), and with the rules on Citywide Construction Noise Mitigation, as set forth in Chapter 28 of Title 15 of the Rules of the City of New York.

c. Declarant shall develop and implement a plan for minimization of construction noise (the "**Noise Reduction Plan**"). The Noise Reduction Plan shall contain both path control and source control measures, including the following:

1. Path Control Measures

(aa) Where logistics allow, noisy equipment, such as cranes, concrete pumps, concrete trucks, and delivery trucks, would be located away from and shielded from sensitive receptor locations. Once building foundations are completed, delivery trucks would operate behind construction fences, where possible.

(bb) Noise barriers constructed from plywood or other materials, consistent with the noise barrier requirements set forth in the New York City Department of Environmental Protection (DEP)'s "Rules for Citywide Construction Noise Mitigation," shall be utilized to provide shielding. A perimeter noise barrier of at least

15 feet in height shall be used along the full perimeter of the site, except along Projected Development Site 1's frontage to Richmond Terrace, where an 8-foot-tall construction barrier would be placed.

(cc) Path noise control measures (i.e., portable noise barriers, panels, enclosures, and acoustical tents) for certain dominant noise equipment shall be implemented, to the extent feasible and practical, based on the results of the construction noise calculations.

2. Source Control Measures

(aa) All construction equipment shall be equipped with necessary noise reduction equipment including mufflers to the extent practicable.

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

(cc) To the extent practicable, the construction site shall be arranged to minimize the need for the use of backup alarms on construction equipment.

(dd) Construction vehicles shall not idle more than three minutes in accordance with New York City Administrative Code §24-163, except for equipment and vehicles using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or otherwise required for the proper operation of the engine.

(ee) Equipment that meets the sound level standards specified in Subchapter 5 of the New York City Noise Control Code shall be utilized from the start of construction. Table 11-9 in Chapter 11, "Construction," shows the noise levels for typical construction equipment and the mandated noise levels for the equipment that would be used for construction of the Proposed Development. During construction, Declarant shall use auger drills in lieu of impact pile drivers to drive piles and, as set forth in Table 11-9 of the FEIS, ventilation fans shall not exceed an L_{max} noise level limit at 50 feet of 59 dBA and generators shall not exceed a capacity of 25 kilovolt amps (KVA).

(ff) Contractors shall be required to properly maintain construction equipment, including equipment noise mufflers.

d. Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this **Section 3(a)(ii)** with respect to applicable work at the Subject Property.

(iii) Rodent Control.

a. Prior to Construction Commencement Declarant shall cause its contractor to bait appropriate areas of the Subject Property, using only United States Environmental Protection Agency ("**USEPA**") and New York State Department of Environmental Conservation ("**DEC**")-registered rodenticide and provide for proper site sanitation, as necessary.

b. Declarant shall include enforceable contractual requirements in the contracts of all relevant contractors and subcontractors to implement the provisions of this **Section 3(a)(iii)** with respect to applicable work at the Subject Property.

(iv) Maintenance and Protection of Traffic Plan.

a. Prior to Construction Commencement, Declarant shall prepare a plan which provides diagrams of proposed temporary lane and sidewalk alterations, the duration such alterations will be implemented, the width and length of affected segments, and sidewalk protection measures for pedestrians, which shall be necessary during construction (the "**Maintenance and Protection of Traffic Plan**" or "**MPT**"). Declarant shall submit the MPT to DOT for review and approval, provided, however, that completion and submission of the MPT shall not be necessary for preliminary site work, unless DOT advises Declarant that a MPT is required.

b. Declarant shall include provisions in the contracts of all relevant contractors and subcontractors requiring adherence to the provisions of the MPT plan.

3. **Environmental Mitigation**. Declarants shall, in accordance with the FEIS, undertake the mitigation measures set forth in **Sections 3(a)** through **3(d)** below (the "**Mitigation Measures**") in connection with the Proposed Development.

(a) **Open Space.**

(i) Declarant shall construct and complete the active open space delineated on the Plans between buildings 2 and 3 for the purpose of **[(i)]** active recreational use by the general public **[and (ii) access for fire, police and other emergency services]** (the "Active Open Space") in substantial accordance with the Plans.

(ii) Declarant shall not accept a Temporary Certificate of Occupancy from DOB for the third and final building of the Proposed Development until the Chair certifies to Declarant and DOB that the Active Open Space is Substantially Complete (defined in **Section 8(a)**), in accordance with the provisions set forth in **Section 8(a)**.

(iii) Declarant shall not accept a Permanent Certificate of Occupancy from DOB for the third and final building of the Proposed Development constructed on the Subject Property pursuant to the Special Permit until the Chair certifies to Declarant and DOB that the Active Open Space is Finally Complete (defined in **Section 8(b)**), in accordance with the provisions set forth in **Section 8(b)**.

(b) **Traffic.**

(i) Chapter 5 of the FEIS identifies significant adverse traffic impacts in connection with the Proposed Development and Chapter 13 of the FEIS identifies mitigation measures in the form of signal phasing/timing changes. In order to mitigate the significant adverse traffic impacts, the Declarant has agreed that the mitigation measures will be implemented as described below.

(ii) The DOB shall not issue, and Declarant shall not accept, a TCO or a PCO for the Proposed Development until six (6) months after Declarant has sent written notice to DOT, requesting that DOT implement the traffic mitigation measures set forth in Tables 13-3 to 13-6 of the FEIS, which are annexed hereto at **Exhibit "H"**, as well as the traffic mitigation measures set forth on pages 13-14 of the Technical Memorandum 001 for the Potential City Council Modifications River North (formerly Liberty Towers) dated October 29, 2021 (the "Technical Memo").1 To the extent that such mitigation measures are not required at the time of TCO or PCO or DOT does not implement or deems unnecessary one or more of the traffic measures set forth in **Exhibit H** or the Technical Memo, Declarant shall have no further obligation with respect to such measures.

(c) **Construction Transportation.**

(i) Chapter 11 of the FEIS identifies significant adverse construction traffic impacts in connection with the Proposed Development and Chapter 13 of the FEIS identifies mitigation measures in the form of signal phasing/timing changes. In order to mitigate the significant adverse construction traffic impacts, the Declarant has agreed that the mitigation measures will be implemented as described below.

(ii) Declarant shall not apply for or accept a permit allowing for Construction Commencement for the Proposed Development until 30 days after Declarant has sent written notice to DOT, requesting that DOT implement the construction traffic mitigation measures set forth in Tables 13-11 to 13-12 of the FEIS, which are annexed hereto at **Exhibit "I."** To the extent that such mitigation measures are not required at the time of Construction Commencement or DOT does not implement or deems unnecessary one or

1 As a result of project modifications proposed by the City Council, traffic mitigation for the intersection of Richmond Terrace and Jersey Street set forth in Exhibit H to the FEIS has been revised as set forth on pages 13-14 of the Technical Memo.

more of the traffic measures set forth in **Exhibit I**, Declarant shall have no further obligation with respect to such measures.

(d) **Construction Noise.**

(i) Prior to Construction Commencement, Declarant shall offer tenants, at no cost, with units located on the northern and eastern façades of the one- and two-family residences at 41 Hamilton Avenue, 47 Hamilton Avenue, 53 Hamilton Avenue, and 59 Hamilton Avenue, and at the eastern façade of 199 St. Marks Place, where significant adverse construction noise impacts are predicted to occur and that do not have through-window air conditioning units or an alternate means of ventilation, one through-window air-conditioning unit per dwelling unit to mitigate project-related construction noise impacts.

4. **Inconsistencies with the FEIS**. If this Declaration inadvertently fails to include a PCRE or Mitigation Measure set forth in the FEIS as a PCRE or Mitigation Measure to be implemented by Declarant, such PCRE or Mitigation Measure shall be deemed incorporated in this Declaration by reference. If there is any inconsistency between a PCRE or Mitigation Measure as set forth in the FEIS and as incorporated in this Declaration, the more restrictive provision shall apply.

5. **Innovation and Alternatives: Modifications Based on Further Assessments.**

(a) Innovation and Alternatives. In complying with **Sections 2(a)** through **3(d)** of this Declaration, Declarant may, at its election, implement innovations, technologies or alternatives that are or become available, which Declarant demonstrates to the satisfaction of DCP would result in equal or better methods of achieving the relevant PCRE or Mitigation Measure, than those set forth in this Declaration.

(b) Process for Innovations, Alternatives and Modifications Pursuant to Section 5. Following the delivery of a Notice to DCP requesting an Innovation, Alternative or Modification pursuant to **Section 5** hereof (the "**Section 5 Request**"), Declarant shall meet with DCP to respond to any questions or comments on such request and accompanying materials, and shall provide additional information as may reasonably be requested by DCP in writing in order to allow DCP to determine whether to grant the Section 5 Request, acting in consultation with City agency personnel as necessary in relation to the subject matter of the Section 5 Request.

(c) Modifications Based on Further Assessments. In the event that Declarant believes, based on changed conditions, that a PCRE or Mitigation Measure required under **Sections 2(a)** through **3(d)** should not apply or could be modified without diminishment of the environmental standards which would be achieved by implementation of the PCRE or Mitigation Measure, it shall set forth the basis for such belief in an analysis submitted to DCP, and other relevant City agencies such as DOT or DEP (the "**Modification Request**"). Following the delivery of the Modification Request, Declarant shall meet with DCP and the relevant City agencies (and at DCP's option, the Monitor) to respond to any questions or comments on such request and accompanying materials and shall provide additional information as may be reasonably requested by DCP or the Monitor. Upon reviewing the Modification Request and any other materials submitted, DCP shall issue a

written determination within ten (10) business days after receipt of the request. In the event that, based upon review of such analysis, DCP determines that the relevant PCRE or Mitigation Measure should not apply or could be modified, Declarant may eliminate or modify the PCRE or Mitigation Measure consistent with the DCP determination, provided that Declarant records a notice of such change, as approved by DCP Counsel's Office, against the Subject Property in the office of the City Register.

6. **Appointment and Role of Independent Monitor**.

(a) Declarant shall, with the consent of DCP, retain an independent third party (the "**Monitor**") reasonably acceptable to DCP to oversee, on behalf of DCP, the implementation and performance by Declarant of the construction period PCREs required under **Section 2** of this Declaration (the "**Construction Monitoring Measures**" or "**CMMs**"). The Monitor shall be a licensed engineer, architect, general contractor or environmental consultant with significant experience in environmental management and construction management (or multiple persons or a firm employing such persons), including familiarity with the means and methods for implementation of the CMMs. DCP shall advise Declarant of its approval or rejection of the Monitor, as proposed, within fifteen (15) business days after Declarant provides DCP with satisfactory (as reasonably determined by DCP) documentation concerning the name and relevant experience of the Monitor.

(b) The "Scope of Services" described in any agreement between Declarant and the Monitor pursuant to which the Monitor is retained (the "**Monitor Agreement**") shall be subject to prior review by and approval of DCP, such approval not to be unreasonably withheld, conditioned or delayed. Such Monitor Agreement shall include provisions in a form acceptable to DCP that, among others, shall: (i) ensure that the Monitor is independent of Declarant in all respects relating to the Monitor's responsibilities under this Declaration (provided that the Monitor shall be responsible to Declarant with regard to practices generally applicable to or expected of consultants and independent contractors of Declarant) and has a duty of loyalty to DCP; (ii) provide for appropriate DCP management and control of the performance of services by the Monitor; (iii) authorize DCP to direct the termination of services by the Monitor for unsatisfactory performance of its responsibilities under the Monitor Agreement, following a fifteen (15)-day notice period by DCP to Declarant and the failure of Monitor to correct or remedy the unsatisfactory activity; (iv) allow for the retention by the Monitor of sub-consultants with expertise appropriate to assisting the Monitor in its performance of its obligations to the extent reasonably necessary to perform its obligations under this Declaration and the Monitor Agreement; and (v) allow for termination by Declarant for cause, but only with the express written concurrence of DCP, which concurrence shall not be unreasonably withheld or delayed. If DCP shall fail to act upon a proposed Monitor Agreement within twenty (20) days after submission of a draft form of Monitor Agreement, the form of Monitor Agreement so submitted shall be deemed acceptable by DCP and may be executed by Declarant and the Monitor. The Monitor Agreement shall provide for the commencement of services by the Monitor at a point prior to Construction Commencement (the timing of such earlier point to be at the sole discretion of Declarant) and shall continue in effect at all times that construction activities are occurring on the Subject Property until issuance of the first TCO for any portion of the Proposed Development, unless the Declarant, with the prior consent of DCP or at the direction of DCP, shall have terminated the Monitor Agreement and substituted therefor another Monitor under a new Monitor Agreement, in accordance with all requirements of this

Section 6. If the stage of development of the Subject Property identified in the Scope of Services under the Monitor Agreement is completed, Declarant shall not have any obligation to retain the Monitor for subsequent stage(s) of development of the Subject Property, provided that Declarant shall not recommence any construction until it shall have retained a new Monitor in compliance with the provisions of this Section.

(c) The Monitor shall: (i) assist and advise DCP with regard to review of plans and measures proposed by Declarant for purposes of satisfying CMMs in connection with determinations required under this Declaration as a prerequisite to Construction Commencement; (ii) provide reports of Declarant's compliance with the CMMs during any period of construction on a schedule reasonably acceptable to DCP, but not more frequently than once per month; and (iii) review records or perform field inspections of the portion of the Subject Property then being developed as reasonably necessary to confirm that Declarant is complying with the CMMs. The Monitor may at any time also provide Declarant and DCP with notice of a determination that a CMM has not been implemented, accompanied by supporting documentation establishing the basis for such determination, provided that any such notice shall be delivered to both parties. If the Monitor has provided DCP with such notice of a determination and supporting documentation that a CMM has not been implemented, the Monitor shall: (x) have full access to the portion of the Subject Property then being developed (as referenced in the Monitor Agreement), subject to compliance with all generally applicable site safety requirements imposed by law or the construction manager's safety requirements pursuant to construction contracts or imposed as part of the site safety protocol in effect for the Subject Property; (y) on reasonable notice and during normal business hours, be provided with access to all books and records of Declarant pertaining to both the CMM alleged not to have been implemented and the applicable portion of the Subject Property which it reasonably deems necessary to carry out its duties, including the preparation of periodic reports; and (z) be entitled to conduct any tests on the Subject Property that the Monitor reasonably deems necessary to verify Declarant's implementation and performance of the CMMs, subject to compliance with all generally applicable site safety requirements imposed by law, site operations, or pursuant to construction contracts in effect for the Subject Property and provided further that any such additional testing shall be (q) coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors; and (r) conducted in a manner that will minimize any interference with the Proposed Development. The Monitor Agreement shall provide that Declarant shall have the right to require the Monitor to secure insurance customary for such activity and may hold the Monitor liable for any damage or harm resulting from such testing activities. Nothing in this Declaration, including without limitation the provisions of this **Section 6**, shall be construed to make the Monitor a third-party beneficiary of this Declaration.

(d) Subject to compliance with all generally applicable site safety requirements or the construction manager's safety requirements pursuant to construction contracts or imposed as part of the site safety protocol in effect for the Subject Property, DCP, or any other applicable City agency, may, upon prior written or telephonic notice to Declarant, enter upon the Subject Property during business hours on business days for the purpose of conducting inspections to verify Declarant's implementation and performance of the CMMs; provided, however, that any such inspections shall be (i) coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors to the Subject Property, and (ii) conducted in a manner that will minimize any interference with, delay construction of, or create any safety hazard at, the

Proposed Development. Declarant shall cooperate with DCP (or such other applicable City agency) and its representatives, and shall not delay or withhold any information or access to the Subject Property reasonably requested by DCP (or such other applicable City agency). Notwithstanding the foregoing, Declarant shall not be obligated to provide DCP or any other City agency with access to tenant occupied spaces or those portions of the Subject Property not owned and controlled by Declarant (such as individual condominium units).

(e) Declarant shall be responsible for payment of all fees and expenses due to the Monitor (including fees and expenses paid to sub-consultants engaged pursuant to **Section 6(b)** in accordance with the terms of the Monitoring Agreement.

(f) If DCP determines, based on information provided by the Monitor and others, or through its own inspection of the Subject Property during construction, as applicable, that there is a basis for concluding that Declarant has failed to implement or to cause its contractors to implement a CMM, DCP may thereupon give Declarant written notice of such alleged violation (each, a "**CMM Default Notice**"), transmitted by hand or via overnight courier service to the address for Notices for Declarant set forth in **Section 12**. Notwithstanding any provisions to the contrary contained in **Section 13** of this Declaration, following receipt of a CMM Default Notice, Declarant shall: (i) effect a cure of the alleged violation within fifteen (15) business days; (ii) seek to demonstrate to DCP in writing within five (5) business days of receipt of the CMM Default Notice why the alleged violation did not occur and does not then exist; or (iii) seek to demonstrate to DCP in writing within five (5) business days of receipt of the CMM Default Notice that a cure period greater than fifteen (15) business days would not be harmful to the environment or that the required cure cannot be accomplished within fifteen (15) business days (such longer cure period, a "**Proposed Cure Period**"). If DCP accepts within two (2) business days of receipt of a writing from Declarant that the alleged violation did not occur and does not then exist, DCP shall withdraw the CMM Default Notice and Declarant shall have no obligation to cure. If DCP accepts a Proposed Cure Period in writing within two (2) business day of receipt of a writing from Declarant, then this shall become the applicable cure period for the alleged violation (the "**New Cure Period**"), provided that if DCP does not act with respect to a Proposed Cure Period within two (2) business days or after receipt of a writing from Declarant with respect thereto, the running of the fifteen (15) day cure period for the alleged violation shall be tolled until such time as DCP so acts. If Declarant fails to: (i) effect a cure of the alleged violation; (ii) cure the alleged violation within a New Cure Period, if one has been established; or (iii) demonstrate to DCP's satisfaction that a violation has not occurred, then representatives of Declarant shall, promptly at DCP's request, and upon a time and date, and a location acceptable to DCP, convene a meeting (and, at the election of the parties, additional meetings) with the Monitor and DCP representatives. If, subsequent to such meetings, Declarant is unable reasonably to satisfy the DCP representatives that no violation exists or is continuing or the Declarant, the Monitor and DCP are unable to agree upon a method for curing the violation within a time period acceptable to DCP, DCP shall have the right to exercise any remedy available at law or in equity or by way of administrative enforcement, to obtain or compel Declarant's performance under this Declaration, including seeking an injunction to stop work on the Subject Property, as necessary, to ensure that the violation does not continue, until the Declarant demonstrates either that the violation does not exist or that it has cured the violation, subject to the cure provisions of **Section 13(d)** hereof (as modified for the cure periods set forth in this **Section 6(f)** and the limitations of **Sections 9, 11(a), 13(c) and 13(e)** hereof. Nothing herein

shall be construed as a waiver of any legal or equitable defense that Declarant may have in any enforcement action or proceeding initiated by DCP in accordance with this provision.

7. **Uncontrollable Circumstance Involving a PCRE or Mitigation Measure**.

(a) Notwithstanding any provision of **Section 14(e)** to the contrary, where the obligation as to which an Uncontrollable Circumstance applies is a PCRE or Mitigation Measure set forth in **Sections 2 or 3** of the Declaration, Declarant may not be excused from performing such PCRE or Mitigation Measure that is affected by the Uncontrollable Circumstance (x) unless such PCRE or Mitigation Measure cannot be reasonably implemented during the Uncontrollable Circumstance or (y) unless and until the Chair has made a determination in his or her reasonable discretion that not implementing the PCRE or Mitigation Measure during the period of the Uncontrollable Circumstance, or implementing an alternative proposed by Declarant, would not result in any new or different significant adverse environmental impact not addressed in the FEIS.

8. **Publicly Accessible Area and Active Open Space.**

(a) Substantial Completion.

(i) *Notification.* Declarant shall notify the Chair at such time as it believes that the Publicly Accessible Area and/or the Active Open Space is Substantially Complete and shall request that the Chair issue a certification, in the form of Exhibit F annexed hereto (the "**Notice of Substantial Completion**"), to Declarant and DOB certifying the Substantial Completion of the Publicly Accessible Area and/or the Active Open Space, as applicable, in accordance with the Plans.

(ii) *Initial Review.* Not later than twenty (20) days of its receipt of the notification set forth in **Section 8(a)(i)** herein (the "**Substantial Completion Initial Review Period**"), the Chair shall either (A) issue the applicable Notice of Substantial Completion, or (B) deliver to Declarant written notice setting forth in detail the reasons why the Publicly Accessible Area and/or Active Open Space, as applicable, is not Substantially Complete and the items which need to be completed in order to determine that the Publicly Accessible Area and/or Active Open Space, as applicable, is Substantially Complete. If the Chair notifies the Declarant that the Publicly Accessible Area and/or Active Open Space is not Substantially Complete in accordance with the Plans, such notice shall contain a detailed statement of the reasons for withholding the Notice of Substantial Completion in the form of a "punch list" of items remaining to be completed or to be satisfactorily performed (the "**Punch List**"). The Punch List shall not include items which, pursuant to the definition of Substantial Completion herein, are not required to be completed to achieve Substantial Completion.

(iii) *Subsequent Review.* Upon performing the work specified in the Punch List, Declarant shall notify the Chair of such completion. Not later than ten (10) calendar days of receipt of such notice (the "**Substantial Completion Subsequent Review Period**") the Chair shall either (A) issue the Notice of Substantial Completion, or (B) notify Declarant in writing of any Punch List items that have not been completed or satisfactory performed. This process shall continue until the Chair has issued the Notice of Substantial Completion.

(iv) Notwithstanding anything to the contrary set forth in **Section 8** hereof, if, within the Substantial Completion Initial Review Period, or the Substantial Completion Subsequent Review Period, as applicable, the Chair fails to provide the Notice of Substantial Completion, or fails to notify the Declarant in writing of any Punch List items which have not been completed or satisfactorily performed, then the Chair shall be deemed to have issued the Notice of Substantial Completion, and Declarant may accept a Temporary Certificate of Occupancy from DOB for the third and final building.

(v) Substantial Completion, or Substantially Complete, with respect to the Publicly Accessible Area and/or Active Open Space, shall be mean that the Publicly Accessible Area and/or Active Open Space, as applicable, has been constructed substantially in accordance with the Plans, as same may be amended from time to time in accordance herewith, and has been completed to such an extent that all portions of the improvement may be operated and made available for public use. The Publicly Accessible Area and/or Active Open Space, as applicable, shall be deemed Substantially Complete notwithstanding that (a) minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed, or (b) Declarant has not completed any relevant planting or vegetation or tasks that must occur seasonally.

(b) Final Completion. Declarant shall not accept a Permanent Certificate of Occupancy from DOB for the third and final building of the Proposed Development constructed on the Subject Property pursuant to the Special Permit until the Chair certifies to Declarant and DOB that the Publicly Accessible Area and Active Open Space are Finally Complete (defined herein), in accordance with the following provisions:

(i) *Notification.* Declarant shall notify the Chair at such time as it believes that the Publicly Accessible Area and/or the Active Open Space is Finally Complete and shall request that the Chair issue a certification, in the form of Exhibit G annexed hereto (the "**Notice of Final Completion**"), to Declarant and DOB certifying the Final Completion of Publicly Accessible Area and/or Active Open Space, as applicable, in accordance with the Plans.

(ii) *Initial Review.* Not later than twenty (20) days of its receipt of the notification set forth in **Section 8(b)(i)** herein (the "**Final Completion Initial Review Period**"), the Chair shall either (A) issue the Notice of Final Completion, or (B) or deliver to Declarant written notice setting forth in detail the reasons why the Publicly Accessible Area and/or the Active Open Space, as applicable, is not Finally Complete and the items which need to be completed in order to determine that the Publicly Accessible Area and/or the Active Open Space, as applicable, is Finally Complete. If the Chair notifies the Declarant that the Publicly Accessible Area and/or the Active Open Space is not Finally Complete in accordance with the Plans, such notice shall contain a detailed statement of the reasons for withholding the Notice of Final Completion in the form of a Punch List.

(iii) *Subsequent Review.* Upon performing the work specified in the Punch List, Declarant shall notify the Chair of such completion. Not later than ten (10) calendar days after receipt of such notice (the "**Final Completion Subsequent Review Period**") the Chair shall either (A) issue the Notice of Final Completion, or (B) notify Declarant in

writing of any Punch List items that have not been completed or satisfactory performed. This process shall continue until the Chair has issued the Notice of Final Completion.

(iv) Notwithstanding anything to the contrary set forth in **Section 8** hereof, if, within the Final Completion Initial Review Period, or the Final Completion Subsequent Review Period, as applicable, the Chair fails to provide the Notice of Final Completion, or fails to notify the Declarant in writing of any Punch List items which have not been completed or satisfactory performed, then the Chair shall be deemed to have issued the Notice of Final Completion, and Declarant may accept a Final Certificate of Occupancy from DOB for the third and final building.

(v) "Final Completion" or "Finally Complete" shall mean the completion of all relevant items of work, including any Punch List or other items that remained to be completed after Substantial Completion

(c) **Use of the Publicly Accessible Area and Active Open Space.**

(i) Upon the issuance of a Notice of Substantial Completion, the Publicly Accessible Area and/or Active Open Space, as applicable, shall be subject to the following conditions:

(ii) No member of the general public shall use any portion of the Publicly Accessible Area or Active Open Space for any activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to the Subject Property or any person.

(iii) The Publicly Accessible Area and Active Open Space shall be open to the public between the hours of 8AM to 8PM.

(iv) Declarant shall have the right, but not the obligation, to establish rules and regulations governing public use of, and behavior in, the Publicly Accessible Area and Active Open Space, which rules and regulations shall not conflict with Department of Parks and Recreation Rules and Regulations (56 RCNY §1-01 et seq.) unless Declarant has sought and received the consent of the Chair. Declarant shall operate the Publicly Accessible Area and Active Open Space in conformity with the Department of Parks and Recreation Rules and Regulations unless and until it promulgates rules and regulations of its own for use of the Publicly Accessible Area and Active Open Space.

(v) Declarant may close the Publicly Accessible Area and Active Open Space or portions thereof for periods as may be necessary: (i) to accomplish maintenance and repairs or replacements, (ii) for safety and security, logistics and public safety during construction of maintenance of buildings surrounding the Publicly Accessible Area and Active Open Space, (iii) to make emergency repairs to mitigate hazardous conditions; and (iv) to address other emergency conditions.

(vi) Notwithstanding the foregoing, Declarant may close the Publicly Accessible Area and Active Open Space one day in each calendar year for private events to avoid public dedication.

(d) **Maintenance and Operation.**

(i) Declarant shall provide or, in Declarant's sole discretion, cause to be provided, all services required for the maintenance and repair of the Publicly Accessible Area and Active Open Space, and any paving, landscaping, equipment or furniture provided therein, as and when reasonably needed to preserve the Publicly Accessible Area and Active Open Space and the amenities contained therein neat, clean and in good working order and condition as set forth in this Section.

(ii) Cleaning.

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

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

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

d. Graffiti shall be promptly removed or painted over.

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

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

(iii) Landscape and Feature Maintenance.

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

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

(iv) Repairs and Replacements. Repairs and replacements of features in the Publicly Accessible Area and Active Open Space shall occur as needed to maintain the Publicly Accessible Area and Active Open Space in a state of good repair. All repairs and replacements shall occur promptly and in substantial compliance with the Plans certified

by the Chair pursuant to this Declaration. Repairs shall include, but are not limited to, the following items:

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

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

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

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

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

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

(e) **Property Owner's Association.**

(i) *Applicability.* The provisions of this **Section 8(e)** shall only apply if (x) any portion of the Proposed Development is (A) governed by a condominium regime, (B) conveyed to a housing corporation to be governed by a cooperative regime, or (C) governed by such other legal regime which shall require the organization of a not-for-profit membership organization comprising homeowners (each of the foregoing, a "Multiple Ownership Regime"), and (y) the entirety of the Proposed Development is not in single ownership.

(ii) *Property Owners' Association.* In order to perform Declarant's maintenance obligations with respect to the Publicly Accessible Area and Active Open Space, and to ensure ongoing public access to the Publicly Accessible Area and Active Open Space in accordance with the provisions hereof, if any portion of the Subject Property is subject to a Multiple Ownership Regime, prior to the conveyance of any portion of the Subject Property which would result in the entirety of the Proposed Development no longer being in single ownership, Declarant shall cause to be organized a property owners' association (the "**Association**").

(iii) The obligations of the Association under this Declaration shall commence on the date of its organization (the "**Association Obligation Date**"), whether required to be formed as set forth above or otherwise, upon which time the provisions of this Section shall be operative.

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

(v) *Obligations.* The Association shall be established to, among other things, assume Declarant's maintenance obligations of the Publicly Accessible Area and Active Open Space as set forth in this Declaration.

(vi) *Members.* The members of the Association (the "**Association Members**") shall consist of the fee owners of any portion of the Projected Development other than a Unit Interested Party (a "**Unit Interested Party**" shall mean any and all of the following: all owners [other than a fee owner], lessees, occupants of any individual residential or commercial condominium unit, and all holders of a mortgage or other lien encumbering any such residential or commercial condominium unit).

(vii) *Powers.* To the extent permitted by law, Declarant shall cause the Association to be established with the power and authority to:

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

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

c. bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to this Declaration;

d. to the extent permitted by law, impose liens, fines or assessments against individual lot or unit owners for the purpose of collecting funds reasonably necessary and sufficient to fund the obligations of the Association pursuant to this Declaration; and

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

(viii) *Successors.* Every deed conveying title to, or a partial interest in, the Subject Property, other than a deed to an Affordable Housing Unit ("**Affordable Housing Unit**" shall mean (i) a residential unit consisting solely of Affordable Housing as such term is defined in Section 23-911 of the Zoning Resolution, or (ii) a Superintendent Unit;

provided, however, that there shall not be more than one (1) Superintendent Unit in each building located in the Projected Development), every lease held or granted by a cooperative corporation owning the Subject Property or any portion thereof, every lease of all or substantially all of the Subject Property, or the declaration of condominium imposed on any portion of the Subject Property shall contain a recital or other provision that (a) the Unit Interested Party (other than a Unit Interested Party that owns an Affordable Housing Unit) is liable for its allocated share of the assessment by the Association to the condominium in which such unit is located for the Association's obligations under this Declaration, and (b) maintenance of the Publicly Accessible Area and Active Open Space, and the cost of maintenance of the Publicly Accessible Area and Active Open Space, and all other obligations of the Association under this Declaration, are essential elements of the City actions permitting the development of the Proposed Development in accordance with the provisions of this Declaration and in accordance with any other approvals granted by the City.

(ix) *Assessments.*

a. The Association shall assess all real property within the Subject Property, other than the Affordable Housing Units, (the "**Assessment Property**") in order to obtain funds for the Publicly Accessible Area and Active Open Space obligations of the Association pursuant to this Declaration. The Assessment Property shall be assessed on a reasonable basis as determined by Declarant, in compliance with all applicable laws. For Association Members that are residential condominiums, commercial condominiums or cooperative corporations, a reasonable basis for such assessment allocation shall be conclusively established if the Attorney General of the State of New York accepts for filing an offering plan for the sale of interests in such condominium, as applicable, which plan describes such allocation.

b. Each periodic assessment by the Association, together with such interest, costs and reasonable attorney's fees as may be assessed in accordance with the provisions of this Declaration, shall be the obligation of the Association Members against whom the assessment is charged at the time such assessment falls due and may not be waived by such Association Member. The Association may bring an action to recover any delinquent assessment, including interest, costs and reasonable attorney's fees of any such action, at law or at equity, against the Association Member obligated to pay the same. In the event an Association Member has not paid its assessment to the Association within ninety (90) days of the date such payment was due, the Association shall take all reasonable measures as may be required in order to collect such unpaid assessment.

c. The periodic assessments shall be a charge on the land and a continuing lien upon the property owned by the Association Member against which each such assessment is made. The periodic assessments charged to an Association Member that is a condominium shall be included within the common charges of the condominium. The Association may bring an action to foreclose the Association's lien against the property owned by such Association Member, or a Unit Interested

Party (other than the owner of an Affordable Housing Unit), as the case may be, to recover such delinquent assessment(s), including interest and costs and reasonable attorneys' fees of any such action. Any Unit Interested Party, other than the owner of an Affordable Housing Unit, by acceptance of a deed or a lease to a portion of the Assessment Property, thereby agrees to the provisions of this Section. Any Unit Owner may eliminate the Association's lien described above on his or her unit by payment to the Association of such Unit Owner's allocated share of the periodic assessment by the Association to the condominium in which such Unit is located. No Association Member or Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Publicly Accessible Area or Active Open Space or abandonment of the Association's property, or by renunciation of membership in the Association, provided, however, that a Unit Owner's liability with respect to future assessments ends upon the valid sale or transfer of such Unit Owner's interest in the Assessment Property. A Unit Owner may give to the Association nevertheless, subject to acceptance thereof by the Association, a deed in lieu of foreclosure.

d. Notwithstanding any contrary term set forth in this Declaration, the Association Members that may be assessed for the operation and maintenance of the Publicly Accessible Area shall not include the holder of a mortgage or other lien encumbering (i) the fee estate in the Assessment Property or any portion thereof, or (ii) the lessee's estate in a ground lease of all or substantially all of the Assessment Property or all or substantially all of any parcel or portion thereof, or (iii) any single building to be built on the Assessment Property, unless and until any such mortgagee succeeds to either (x) a fee interest in the Assessment Property or any portion thereof or (y) the lessee's estate in a ground lease of all or substantially all the Assessment Property or all or substantially all of any parcel or portion thereof (the interests described in sub-clauses (x) or (y) immediately preceding being each referred to as a "**Possessory Interest**") by foreclosure of the lien of the mortgage or other lien or acceptance of a deed or other transfer in lieu of foreclosure or exercise of an option to convert an interest as mortgagee into an Possessory Interest in any such fee or ground leasehold estate in the Assessment Property or by other means permitted under Legal Requirements ("**Legal Requirements**" shall mean all applicable laws, statutes and ordinances, and all orders, rules, regulations, interpretations, directives and requirements, of any Governmental Authority having jurisdiction over the Subject Property) from time to time; and no such mortgagee or lien holder shall be liable for any assessment imposed by the Association pursuant to this Article until the mortgagee or lien holder succeeds to such Possessory Interest.

9. **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.

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

(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 so record such documents, then the City may record duplicate originals of such documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant, or by the City (as permitted in accordance with this paragraph), shall be borne by Declarant.

11. 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 Projected Development is converted to condominium form of ownership, every condominium unit (other than an Affordable Housing Unit) shall, as successor in interest to Declarant, be subject to levy or execution for the satisfaction of any monetary remedies of the City, to the extent of each Unit Interested Party's Individual Assessment Interest, and provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Projected 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 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 and actual third party 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 and actual third party 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 and actual third party 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 Agreement (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 Agreement 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 Agreement 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.

(iii) The City shall indemnify and hold harmless Declarant 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 the City's default under this Declaration (provided that the City 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 the City, 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 Declarant, its agents or their employees.

12. **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:
Richmond SI Owner LLC
520 Madison Avenue, Suite 3501
New York, New York 10022
Attn: David Speiser

with a copy to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attn: Paul D. Selver, 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 12**.

(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 12**.

Declarant, Commission, any Party-in-Interest, and any Mortgagee may, by notice provided in accordance with this **Section 12**, change any name or address for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered (x) 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, and (y) with a courtesy copy sent via electronic mail. 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.

13. **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 a Declarant fails to perform any of a 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 under this Declaration shall be subject to the cure provisions and periods set forth in this Declaration. Declarant consents to the enforcement by the City, administratively or at law or equity, or by any legal means necessary, of the covenants, conditions, easements, agreements and restrictions contained in this Declaration. Provided, however, that once a building permit or Temporary or Permanent Certificate of Occupancy for any building within the Subject Property has been issued, the failure to comply with any of Declarant's obligations under this Declaration associated with any other building within the Subject Property shall not cause the revocation of or failure to renew such previously issued building permit or Temporary or Permanent Certificates of Occupancy.

(b) **Denial of Public Access.** If the City has reason to believe that the use and enjoyment of the Publicly Accessible Area by any member of the public has, without reasonable cause, been denied by Declarant, and the City determines that such denial of access to the Publicly Accessible Area is in violation of the provisions of this Declaration, the City shall have, after (a) notice to Declarant and (b) an opportunity for Declarant to present evidence disputing such alleged denial of access, in addition to such other rights as may be available at law or equity, the right to

seek civil penalties at the New York City Environmental Control Board for a violation relating to privately owned public space.

(c) **No Enforcement by Third Parties**. 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 Special Permit. In any proceedings brought by the City against Declarant seeking to deny or revoke building permits or certificates of occupancy with respect to the Proposed Development on the Subject Property, or to revoke any Special Permit approved by the Land Use Applications, or to impose a lien, fine or other penalty, or to pursue any other remedy available to the City, if the event or occurrence which is the basis of an allegation of a failure to comply by a Declarant is associated with a particular lot or portion(s) of lots 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 Special Permits 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, any Mortgagee, all holders of all holders of mortgages secured by any condominium unit or other individual residential unit located within the Subject Property and, from and after the Association Obligation Date, the Association, shall have any right to enforce the provisions of this Declaration. This Declaration shall not create any enforceable interest or right in any Person, other than Declarant, any Mortgagee and, from and after the Association Obligation Date, the Association, any of which shall be deemed to be a proper Person to enforce the provisions of this Declaration, 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.

(d) **Notice and Cure.**

(i) Prior to the City instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, the City shall give Declarant, every Mortgagee and every Party-in-Interest thirty (30) business days written notice of such alleged violation, during which period the Declarant, any Party-in-Interest and any 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 a 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 the Commission and City, as if performed by Declarant. If Declarant, any Party-in-Interest or Mortgagee commences to effect such cure within such thirty (30) 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, as determined by the City. In the event ownership of any of the lots comprising the Subject Property is held by multiple Declarants, notice as to those lots shall be provided to all Declarants of such lots from whom the City has received notice in accordance with **Section 12** hereof.

(ii) If, after due notice and opportunity to cure as set forth in this Declaration, Declarant fails to observe any of the terms or conditions of this Declaration, and Declarant fails to cure such violation within the applicable grace period provided in herein, then, upon the expiration of such cure period, prior to institution by the City of any action or proceeding against Declarant, every Mortgagee and Party in Interest shall be given thirty (30) 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 commences 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 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 the Commission and the City, as if performed by Declarant.

(iii) If, after due notice and opportunity to cure as set forth in this Declaration, 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 the sole ground that a Declarant is in default of a material obligation under this Declaration. The time period for curing any violation by a Declarant, Mortgagee, and/or Party-in-Interest shall be subject to extension for Uncontrollable Circumstances pursuant to **Section 13(e)** hereof. 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.

(e) **Uncontrollable Circumstances.**

(i) In the event that, as the result of an Uncontrollable Circumstance, Declarant is unable to perform or complete any obligation (including but not limited to Substantially Complete or Finally Complete the Publicly Accessible Area) (A) at the time or times required by this Declaration; (B) at the date set forth in this Declaration for such action, if a specific date for such requirement is set forth herein; or (C) prior to submitting an application for a building permit or other permit or certificate of occupancy which is conditioned on the completion of such requirement, where applicable, Declarant may, upon notice to the Chair (a "**Delay Notice**") within two (2) business days 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, TCO or a PCO (as applicable) may be issued for any buildings, or portions thereof, located within the Subject Property. Upon cessation of the Uncontrollable Circumstance, Declarant shall promptly recommence its obligations under this Declaration subject to the Uncontrollable Circumstance. As a condition to granting relief as aforesaid, the Chair may require that Declarant post a letter of credit or other security, in a form reasonably acceptable to the Chair and naming the City as beneficiary, to secure Declarant's obligation to Finally Complete the Publicly Accessible Area upon the cessation of the Uncontrollable Circumstance. Such security shall be in a sum equal to 175% of the estimated cost of the remaining work required to Finally Complete the Publicly Accessible Area, as certified by Declarant's architect or landscape architect. Declarant shall be obligated to re-commence construction of the Publicly Accessible Area to Substantially Complete or Finally Complete same at the end of the Uncontrollable Circumstance specified in the Delay Notice, or such lesser period of time as the Chair reasonably determines the Uncontrollable Circumstances shall continue; provided, however, any delay arising by reason of a Uncontrollable Circumstance shall be deemed to continue so long as the Uncontrollable Circumstance continues. If Declarant fails to resume performance of the Publicly Accessible Area work within three (3) months after the cessation of the Uncontrollable Circumstance (as reasonably determined by the Chair), the City may undertake performance of the Publicly Accessible Area work, and draw upon the aforesaid security, to the extent required to complete the Publicly Accessible Area work. Upon Final Completion of the Publicly Accessible Area (either by Declarant or the City), the City shall return the aforesaid security (or the undrawn balance thereof) to Declarant. Declarant hereby grant the City a license to enter upon such portions of the Subject Property as shall be required to exercise the self-help rights conferred upon the City by this Section. The City hereby agrees to indemnify, defend and hold each indemnified party (hereinafter defined) harmless from and against any claims arising by reason of its exercise of the self-help rights set forth in this Article, except to the extent such claim is caused by or contributed by the negligence of the Indemnified Parties.

(ii) "**Uncontrollable Circumstance**" shall mean: an occurrence beyond the reasonable control of Declarant which delays the performance of Declarant's obligations hereunder, provided that Declarant has taken all reasonable steps reasonably necessary to control or to minimize such delay, and which occurrences shall include, but not be limited to: (i) a strike, lockout or labor dispute; (ii) the inability to obtain labor or materials or reasonable substitutes therefor; (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any Governmental Authority; (v) undue material delay in the issuance of approvals by any Governmental Authority, provided that such delay is not

caused by any act or omission of Declarant; (vi) enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) 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; (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; (xiii) a pandemic outbreak of communicable disease or other public health emergency resulting in construction moratoriums; or (xiv) orders of any court of competent jurisdiction, including, without limitation, any litigation which results in an injunction or restraining order prohibiting or otherwise delaying the construction of any portion of the Subject Property.

14. 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 in accordance with the Special Permit, 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 15** 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 14(b)** shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City.

15. 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 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 (if any), 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, as 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 insuring that such discharge and termination is in proper form and provides the proper provisions which are not discharged survive such termination. Upon recordation of such instrument, Declarant shall provide a copy thereof to 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 **Section 15**.

(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 as 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.

16. 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.

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

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

[Signature page follows]

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

RICHMOND SI OWNER 1 LLC, a
Delaware limited liability company

By: _____
Name: David Speiser
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF New York)

On the 28th day of April, 2022, before me, the undersigned, personally appeared David Speiser, 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.

MINELA MARKOVIC
QUALIFIED IN QUEENS COUNTY
STATE OF NEW YORK
No. 01MA6304001
COMM. EXP. 7/6/2022
NOTARY PUBLIC

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Block 13, Lot 82

BEGINNING at a point on the southwesterly side of Richmond Terrace (100' wide); which point is distant 275.87 feet southeasterly, as measured along said southwesterly side of Richmond Terrace, from the point formed by the intersection of said southwesterly side of Richmond Terrace with the southeasterly side of Nicholas Street.

1. Running thence along said southwesterly side of Richmond Terrace south 54 degrees 16 minutes 20 seconds east 148.45 feet to an angle point therein.

2. Thence continuing along said southwesterly side of Richmond Terrace south 51 degrees 40 minutes 11 seconds east 75.72 feet to a point of curvature therein.

3. Thence continuing along said southwesterly side of Richmond Terrace along a curve deflecting to the right having a radius of 344.53 feet, a central angle of 05 degrees 06 minutes 21 seconds and a distance of 30.70 feet to a point.

4. Thence south 57 degrees 47 minutes 40 seconds west 151.49 feet to a point.

5. Thence north 28 degrees 01 minutes 24 seconds west 42.00 feet to a point.

6. Thence north 33 degrees 29 minutes 24 seconds west 42.00 feet to a point

7. Thence north 41 degrees 58 minutes 24 seconds west 20.44 feet to a point.

8. Thence north 47 degrees 01 minutes 24 seconds west 63.00 feet to a point

9. Thence north 58 degrees 05 minutes 24 seconds west 46.25 feet to a point.

10. Thence north 40 degrees 01 minutes 24 seconds east 104.18 feet to the point or place of beginning.

Block 13, Lot 92

BEGINNING at a point on the southwesterly side of Richmond Terrace (100' wide); which point is distant 530.74 feet southeasterly, as measured along said southwesterly side of Richmond Terrace, from the point formed by the intersection of said southwesterly side of Richmond Terrace with the southeasterly side of Nicholas Street.

1. Running thence along said southwesterly side of Richmond Terrace along a curve deflecting to the right having a radius of 344.53 feet, a central angle of 07 degrees 20 minutes and 51 seconds, and a length of 44.18 feet to a point of curvature therein.

2. Thence continuing along said southwesterly side of Richmond Terrace along a curve deflecting to the right having a radius of 328.67 feet, a central angle of 17 degrees, 25 minutes and 57 seconds and a length of 100.00 feet to a point.

3. Thence south 65 degrees 09 minutes 10 seconds west 183.57 feet to a point.

4. Thence north 17 degrees 06 minutes 24 seconds west 84.00 feet to a point.

5. Thence north 27 degrees 02 minutes 24 seconds west 38.50 feet to a point.

6. Thence north 57 degrees 47 minutes 40 seconds east 151.49 feet to the point or place of beginning.

Block 13, Lot 95

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

BEGINNING at a point on the southwesterly side of Stuyvesant Place (Irregular width), which point on said southwesterly side of Stuyvesant Place is distant 250.83 feet northerly as measured along said southwesterly side of Stuyvesant Place from the point formed by the intersection of the northwesterly side of the Hamilton Avenue with the southwesterly line of Stuyvesant Place.

1. Running thence along said southwesterly side of Stuyvesant Place north 21 degrees 53 minutes 19 seconds west 55.00 feet to a point.

2. Thence south 65 degrees 09 minutes 10 seconds west 183.57 feet to a point.

3. Thence south 17 degrees 05 minutes 58 seconds east 46.00 feet to a point.

4. Thence north 68 degrees 06 minutes 41 seconds east 187.39 feet to the point or place of beginning on said southwesterly side of Stuyvesant Place.

Block 13, Lot 100

BEGINNING at the point formed by the intersection of the northerly side of Hamilton Avenue, (50' Wide) with the westerly side of Stuyvesant Place. (Irregular Width).

1. Running thence along said northerly side of Hamilton Avenue south 73 degrees 16 minutes 32 seconds west 132.70 feet to a point.

2. Thence north 23 degrees 16 minutes 24 seconds west 148.30 feet to a point.

3. Thence south 72 degrees 22 minutes 06 seconds west 9.00 feet to a point.

4. Thence north 17 degrees 23 minutes 24 seconds west 84.80 feet to a point.

5. Thence north 68 degrees 06 minutes 41 seconds east 187.39 feet to a point on said westerly side of Stuyvesant Place.

6. Thence along said westerly side of Stuyvesant Place south 18 degrees 16 minutes 04 seconds east 32.39 feet to an angle point therein.

7. Thence continuing along said westerly side of Stuyvesant Place south 11 degrees 25 minutes 36 seconds east 122.82 feet to an angle point therein.

8. Thence continuing along said westerly side of Stuyvesant Place south 06 degrees 44 minutes 49 seconds east 95.62 feet to the point or place of beginning.

EXHIBIT B

[INTENTIONALLY OMITTED]

EXHIBIT C

CERTIFICATION OF PARTIES-IN-INTEREST

(SEPARATE ATTACHMENT)

528851

N.B. #_____
or
ALT. #_____

EXHIBIT II

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

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

Name & Address	Interest
Richmond SI Owner 1 LLC c/o Madison Realty Capital 520 Madison Avenue, Suite 3501 New York, NY 10022	Fee Owner, Lot 95
Castleton Preservation Housing Company, Inc. c/o CAMBA Housing Ventures 1720 Church Avenue, 2nd Floor Brooklyn, NY 11226	Nominee of Fee Owner, Lot 8
Castleton Preservation LLC c/o Stellar Management 44 West 28th Street, 6th Floor New York, NY 10001	Fee Owner, Lot 8
New York City Housing Development Corporation 110 William Street New York, NY 10038	Mortgage Holder, Lot 8

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lot Number 8 and Tax Lot 95 Block No. 13 as shown on the Tax Map of the City of New York for the County of Richmond and more particularly described as follows:

Tax Lot 8

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

BEGINNING at a point on the northeasterly side of St. Marks Place, distant 145.58 feet North 30 degrees 28 minutes 49 seconds West from the corner formed by the intersection of the northeasterly side of St. Marks Place and the northerly side of Hamilton Avenue, the co-ordinates of said point of beginning being South 4651.609 West 10469.134;

RUNNING THENCE North 72 degrees 22 minutes 06 seconds East, 365.58 feet;

THENCE North 17 degrees 23 minutes 24 seconds West, 84.80 feet;

THENCE North 17 degrees 05 minutes 58 seconds West, 46.00 feet;

THENCE North 17 degrees 06 minutes 24 seconds West, 84.55 feet;

THENCE North 27 degrees 02 minutes 24 seconds West, 38.50 feet;

THENCE North 28 degrees 01 minute 24 seconds West, 42 feet;

THENCE North 33 degrees 29 minutes 24 seconds West, 42 feet;

THENCE North 41 degrees 58 minutes 24 seconds West, 20.44 feet;

THENCE North 47 degrees 01 minute 24 seconds West, 63 feet;

THENCE North 58 degrees 05 minutes 24 seconds West, 26.55 feet;

THENCE North 55 degrees 32 minutes 26 seconds West, 21.50 feet;

THENCE North 63 degrees 01 minute 32 seconds West, 40 feet;

THENCE North 70 degrees 45 minutes 24 seconds West, 66.77 feet;

THENCE North 78 degrees 27 minutes 25 seconds West, 87.02 feet;

THENCE North 65 degrees 31 minutes 40 seconds West, 52.33 feet to the southeasterly side of Nicholas Street;

continued

THENCE South 24 degrees 04 minutes 54 seconds West along the southeasterly side of Nicholas Street, as determined by the City of New York, a distance of 298.89 feet to the corner formed by the intersection of said southeasterly side of Nicholas Street with the northeasterly side of St. Marks Place;

THENCE along the northeasterly side of St. Marks Place, South 52 degrees 51 minutes 24 seconds East, 53.01 feet;

THENCE still along the northeasterly side of St. Marks Place along a curve bearing to the right, the radius of which is 245.99 feet, a distance of 96.07 feet;

THENCE South 30 degrees 28 minutes 49 seconds East and along said northeasterly side of St. Marks Place,
243.31 feet to the point or place of BEGINNING.

Tax Lot 95

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

BEGINNING at a point on the southwesterly side of Stuyvesant Place (Irregular width), which point on said southwesterly side of Stuyvesant Place is distant 250.83 feet northerly as measured along said southwesterly side of Stuyvesant Place from the point formed by the intersection of the northwesterly side of the Hamilton Avenue with the southwesterly line of Stuyvesant Place.

1. Running thence along said southwesterly side of Stuyvesant Place North 21 degrees 53 minutes 19 seconds West 55.00 feet to a point.

2. Thence South 65 degrees 09 minutes 10 seconds West 183.57 feet to a point.

3. Thence South 17 degrees 05 minutes 58 seconds East 46.00 feet to a point.

Thence North 68 degrees 06 minutes 41 seconds East 187.39 feet to the southwesterly side of Stuyvesant Place at the point or place of Beginning.

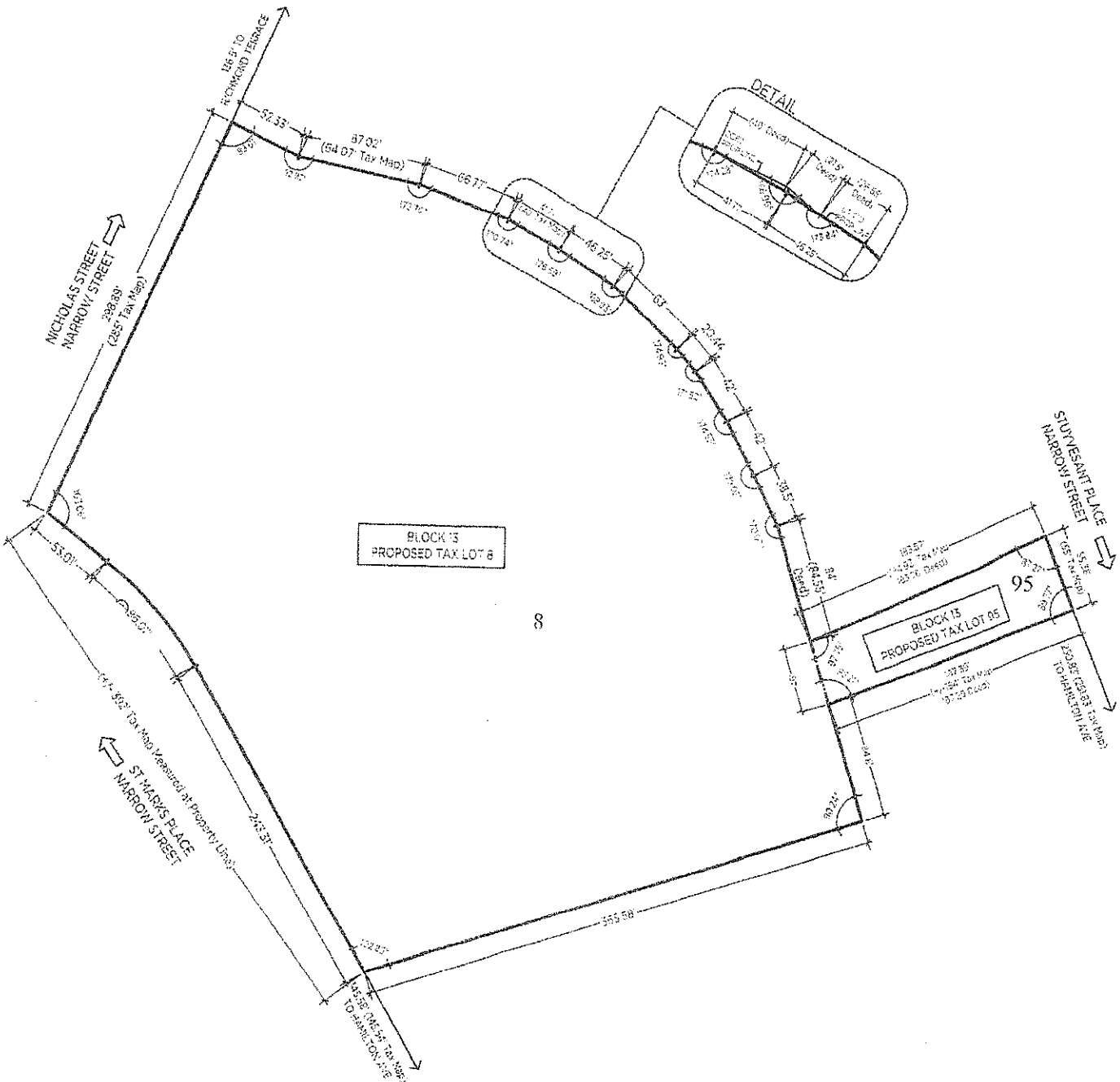
That the said premises are known as and by the street address(es): 153 – 197 St. Marks Place, Staten Island, NY, as shown on the following diagram:

BLOCK 13

See RP-602 Diagram Attached

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

THIS CERTIFICATE IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREINUNDER IS LIMITED TO THE FEES ACTUALLY PAID HEREUNDER.



NOTE: Based on Survey prepared by Wohl & O'Mara LLP, last dated November 20, 2020 for Block 13, Existing Lot 8 Borough of Staten Island, City and State of New York, showing existing and proposed tax lots and square footages

EXISTING TAX LOT LINE

PROPOSED TAX LOT LINE

NORTH

0' 10' 25' 50' 100'

SCALE 1"=50'-0"

REGISTERED ARCHITECT
DANIEL J. KAPLAN
019361
STATE OF NEW YORK

21 January 2021
Staten Island Block 13 - RP-602

fxcollaborative

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IN WITNESS WHERE OF THIS CERTIFICATION IS MADE AS OF THE 29TH DAY OF APRIL, 2022

Kensington Vanguard National Land Services of N.Y.

By: _____
Laura Carsten, Manager

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

On the 2 day of May in the year 2022 before me, the undersigned, personally appeared Laura Carsten personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SABINA FIRESTONE
Notary Public, State of New York
No. 01FI6075811
Qualified in New York County
Commission Expires June 10, 2022

EXHIBIT C:1

WAIVERS AND SUBORDINATION

(SEPARATE ATTACHMENT)

EXHIBIT D

PLANS

(SEPARATE ATTACHMENT)

	BLDG 1			BLDG 2			BLDG 3			TOTAL		
	SF	AF	% OF TOTAL AREA	SF	AF	% OF TOTAL AREA	SF	AF	% OF TOTAL AREA	SF	AF	% OF TOTAL AREA
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	274,709	213,895		103,547	105,197		107,726	101,905		316,512	197,814	

NOTE: [illegible]

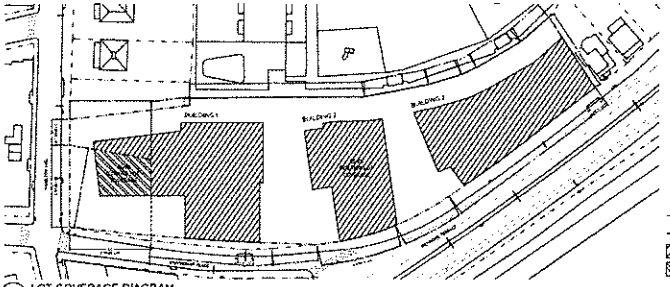
3 AREA TOTALS SUMMARY

1. Zoning Map Amendments
   - Zoning map amendment to rezone an area bounded by a line running southeasterly to Richmond Terrace starting 280' west of Nicholas Street, Richmond Terrace, Stuyvesant Place, Hamilton Avenue and a line running parallel to Richmond Terrace and Stuyvesant Place at a depth of 165 feet from Stuyvesant Place and Hamilton Avenue from an R6/ C2-2 (MX5) zoning district to an R7-3/C2-4 (SD) zoning district.
   - Zoning map amendment to rezone the block bounded by Richmond Terrace, Stuyvesant Place and Hamilton Avenue from an R6/C2-2 zoning district to an R6/C2-4 (SD) zoning district.
2. Zoning Text Amendments
   - Article II (Residence District Regulations) of the New York City Zoning Resolution ("Zoning Resolution" or "ZR") to allow an R7-3 district and the optional Quality Housing Program within the SSGD
   - Article XII, Chapter 8 (Special St. George District) regulations to include the Proposed Area within the Special Subdistrict, establish sub and other regulations for the R7-3 district within the SSGD and establish a new special permit to modify bulk and mandatory improvements within the R7-3 district, and
   - Appendix F (Inclusionary Housing Designated Areas and Mandatory Inclusionary Housing Areas) to include Proposed R7-3/C2-4 (SD) district as a mandatory inclusionary housing area.
4. Zoning Special Permit pursuant to proposed ZR Section 128-62
   - To permit a waiver to the Maximum Base Height (ZR 128-33) and the Maximum Building Height (ZR 128-34),
   - To permit an encroachment into the required rear yard (ZR Section 23-47), and
   - To permit a waiver to planting requirements (ZR Section 128-42) to allow the proposed publicly accessible open space with landscaping and paving to be located between the street wall of the building and the street line.

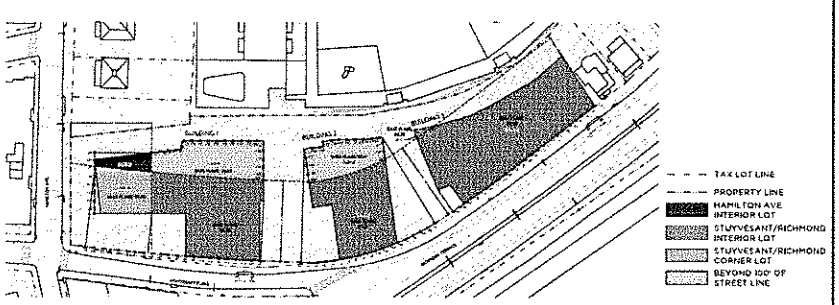
2 PROPOSED ZONING ACTIONS

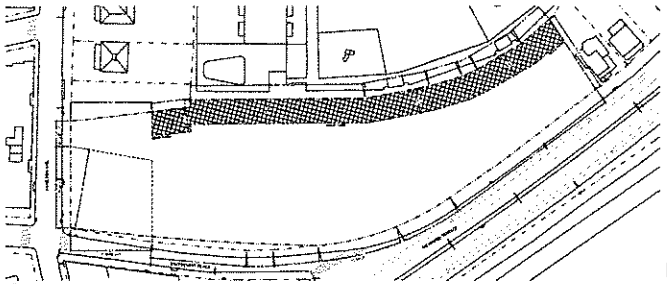
SITE DATA	
Zoning Lot	Tentative Lot 95
Zoning Lot	North 95' (+/-) of Lot 1, Block 2, Subdivision 2 of Lot 1
Addresses	24 Stuyvesant Place 170 Richmond Terrace 180 Richmond Terrace
Zoning Lot Area	91,400 SF
Street Widening	1,811 SF
Total Lot Area	93,211 SF
Community District	Community District 1, Staten Island
Zoning District	R7-3/C2-4 (SD) / R6/C2-4 (SD)
Zoning Map	21d

Item	ZR	PERMITTED / REQUIRED	PROPOSED	COMPLIANCE	COMPLIANCE NOTES
Uses	22-10 32-10	For Tentative Lot 95 (Tentative Lot 95 Subdivision 2 of Lot 1): Permitted uses in C2-4 Districts per Use Groups 1-4	Use Group 2 - Residential Use Group 6A - Retail	Yes	
Floor Area	12-10 23-12 23-142 23-151 35-31	FAR Maximum Res. FAR in CD 1	Proposed Residential Floor Area Proposed Retail (65,000 Base plus)	Yes Yes	
Density Regulations	23-22	Dwelling Factor for Determining Maximum Number of Dwelling Units Maximum Number of Dwelling Units ([91,400 SF x 85%] / 680 = 114.3)	Proposed Number of Residential Dwelling Units	Yes	
Lot Coverage Regulations	128-23	Maximum Residential Lot Coverage Maximum Commercial Lot Coverage	Proposed Residential Lot Coverage ([45,600 SF / 80,187 SF] x 100 = 56.9 %) Proposed Commercial Lot Coverage ([2,000 SF / 10,187 SF] x 100 = 19.6 %)	Yes Yes	
Yard Regulations	23-47 23-663 / 33-25 23-47 23-45 35-51 / 35-54	No front yard is required. Rear Yard Equivalent: Two Rear Yard Equivalents required, if Open Space Ratio is 5.5 or greater. Minimum required rear yard depth: 30 ft. (except corner lot) Minimum required side yard width: 8 ft. (no side yard required) Required rear yard equivalent may be provided entirely at ground level, or partly at ground level and partly at the level of the first story containing residential use, or entirely at any higher story containing residential use, provided that no portion of such required rear yard equivalent is more than 23 feet above the lowest level at which such required rear yard equivalent begins.	No front yard provided. Rear Yard Equivalent provided. 30' rear yard equivalent provided along Richmond Terrace. No side yard provided as the lot is not adjacent to any side lot lines. Rear yard equivalent begins at grade level.	Yes Yes Yes Yes Yes	Special Permit to modify rear yard requirement pursuant to ZR 128-62
Height & Setback Regulations	12-10 23-662 23-633 23-662 23-663 23-633	All buildings shall comply with height, setback, sloping, height & setback regulations, or as otherwise modified. All heights shall be measured from the base plane. Height and setback regulations shall not apply to allowable encroachments and Special Permit Design Options. Maximum Base Height Maximum Building Height Maximum Number of Floors Required Front Setback Height Required Side Yard Setback	Base Plane Building 1 Building 2 Building 3 Building 4	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	Special Permit to waive height and setback pursuant to ZR 128-62
Quality Regulations	23-22	Minimum of 72 SF required per Dwelling Unit. The typical Dwelling Unit shall contain at least 275 SF of contiguous floor area of which at least one room shall contain 150 SF. Efficiency units shall contain at least 400 SF of floor area exclusive of the kitchen.	Building 1 Bulkhead Building 2 Bulkhead Building 4 Bulkhead	Yes Yes Yes	Special Permit to waive efficiency unit requirement pursuant to ZR 128-62
Distance Between Buildings	23-711	Minimum Distance Between Buildings Wall to wall Wall base to wall Window to window	Proposed Minimum Distance Between Buildings Distance between Bldg 1 & Bldg 2 Distance between Bldg 2 & 3	Yes Yes	
Parking & Loading Regulations	25-23 / 36-21 / 36-23 25-241 36-22 123-92 123-94	Required Minimum Total Off-Street Parking Spaces (1 space per 1,000 SF of Commercial Floor Area) Required Affordable Senior Housing Parking Spaces (15% of Dwelling Units, which are not subject to 80% AMI, and 50% of Dwelling Units, which are subject to 80% AMI) Total Required Parking for Residential Use Accessory parking for retail uses (1 space per every 1,000 SF of Retail) Total Number of Required Parking Spaces Commercial vehicle storage is prohibited, except that one commercial vehicle per 10,000 SF of lot area may be stored on a zoning lot. Required Number of Handicapped Accessible Spaces (2% of Required Parking) (2% Handicapped of 115 Spaces = 3) Required Number of Van Accessible Spaces (1 space per 6 Handicapped Spaces) Total Number of Required Accessible Spaces Required Parking for Public Parking Lot Public Parking Lot Required Parking Spaces	Proposed Off-Street Parking Spaces Proposed Parking Spaces for Affordable Residential Units Proposed Parking for Retail Use Total Number of Proposed Parking Spaces All above grade parking spaces are provided within a cellar or sub-cellar level. Required Parking spaces for Affordable Residential Units are provided on the same zoning lot as the residential development to which they are accessory. Proposed Parking for Public Parking Lot Proposed Public Parking Spaces	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	
Mandatory Improvements	28-45 128-42	Sidewalk Width Minimum Sidewalk Width (Richmond Terrace) Minimum Sidewalk Width (Interior Streets) Planting Requirements Street Tree Planting Requirements Publicly Accessible Open Space Minimum Area of Publicly Accessible Open Space Minimum Dimension of Publicly Accessible Open Space Seating Planting Lighting Public Access Signage Hours of Operation Area of paving shall not exceed the percentage of total area of publicly accessible open space permitted to be occupied by planting, permanently accessible water features, and seating and tables, or chairs.	All trees shall be planted in accordance with the requirements of Section 26-41 of the Parks Department Guidelines for Tree Planting. Minimum Area Dimensions Additional Requirements	Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes

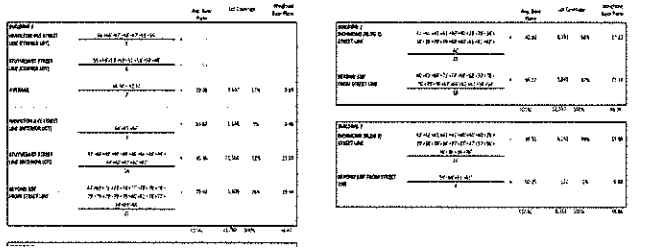


3 LOT COVERAGE DIAGRAM





2 REAR YARD DIAGRAM



1 BASE PLANE CALCULATIONS

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 90)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
169 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

Z-003
ZONING ANALYSIS

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1 COMBINED SITE PLAN

LEGEND

0 12.5' 25' 50'
1/25" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- RESIDENTIAL ACCESS POINT
- RETAIL ACCESS POINT
- PARKING ACCESS POINT (BUILDING ENTRANCE POINTS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY)
- ROAD DIRECTION
- R7-1 DISTRICT ZONING DISTRICT
- ZONING ENVELOPE / ILLUSTRATIVE BUILDING HEIGHT
- ZONING LOT LINE
- TAX LOT LINE
- ZONING DISTRICT BOUNDARY
- ZONING SETBACK LINE
- REAR YARD LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- PUBLIC OPEN SPACE BOUNDARY
- TRAFFIC LIGHT
- STOP SIGN
- FIRE HYDRANT
- EXISTING MANHOLE
- EXISTING CATCH BASIN
- STREET LAMP
- STREET LAMP
- EXISTING STREET TREE
- PROPOSED STREET TREE
- ILLUSTRATIVE SITE/ CONTEXT TREE
- ILLUSTRATIVE PLAZA TREE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.093 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. PROPOSED BUILDING MAY BE ADJUSTED PROVIDED THAT THE BUILDING PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
3. ROOFTOP TERRACES & LANDSCAPE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK EXCLUDING PERMITTED OBSTRUCTIONS. EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED.
6. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
7. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT OF RECORD HAS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.
8. PROPOSED NUMBER OF STORIES MAY BE ADJUSTED PROVIDED THAT THE NUMBER OF STORIES PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
9. LOCATION OF INTERIOR PARTITIONS AND USES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
10. PROPOSED BUILDINGS WILL COMPLY WITH ZR 23-711 MINIMUM DISTANCE BETWEEN BUILDINGS.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 4 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE
190 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

01	SPECIAL PERMIT SUBMISSION	12/21/2021
02	SPECIAL PERMIT RESPONSE	04/21/2022
03	SPECIAL PERMIT RESPONSE	06/21/2022

DRAWING TITLE

Z-004
ZONING SITE PLAN

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1 COMBINED SITE PLAN

LEGEND

0 12.5' 25' 50'
1/25" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- RESIDENTIAL ACCESS POINT
- RETAIL ACCESS POINT
- PARKING ACCESS POINT (BUILDING ENTRANCE POINTS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY)
- ROAD DIRECTION
- R7-1 DISTRICT ZONING DISTRICT
- ZONING ENVELOPE / ILLUSTRATIVE BUILDING HEIGHT
- ZONING LOT LINE
- TAX LOT LINE
- ZONING DISTRICT BOUNDARY
- ZONING SETBACK LINE
- REAR YARD LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- PUBLIC OPEN SPACE BOUNDARY
- TRAFFIC LIGHT
- STOP SIGN
- FIRE HYDRANT
- EXISTING MANHOLE
- EXISTING CATCH BASIN
- STREET LAMP
- STREET LAMP
- EXISTING STREET TREE
- PROPOSED STREET TREE
- ILLUSTRATIVE SITE/ CONTEXT TREE
- ILLUSTRATIVE PLAZA TREE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- REAR YARD WAIVER
- BUILDING HEIGHT & SETBACK WAIVER
- PLANTING AREAS BETWEEN STREET LINE & STREET WALL TO BE WAIVED*

*ILLUSTRATIVE SITE PLAN SHOWS ALL PLANTING AREAS BETWEEN STREET LINE & STREET WALL TO BE WAIVED. PLANTING AREAS BETWEEN STREET LINE & STREET WALL ARE NOT REQUIRED ALONG PORTIONS OF THE SITE WHERE THE STREET WALL IS SET BACK FROM THE STREET LINE.

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.055 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
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9. LOCATION OF INTERIOR PARTITIONS AND USES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
10. PROPOSED BUILDINGS WILL COMPLY WITH ZR 23-711 MINIMUM DISTANCE BETWEEN BUILDINGS.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 92, 92, 100 & PART OF LOT 6 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
74 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

01	WAIVER PERMIT SUBMISSION	11/22/2021
02	WAIVER PERMIT RESPONSE / Addendum	12/20/2021
03	WAIVER PERMIT RESPONSE	04/01/2022

DRAWING TITLE

Z-110
WAIVER PLAN

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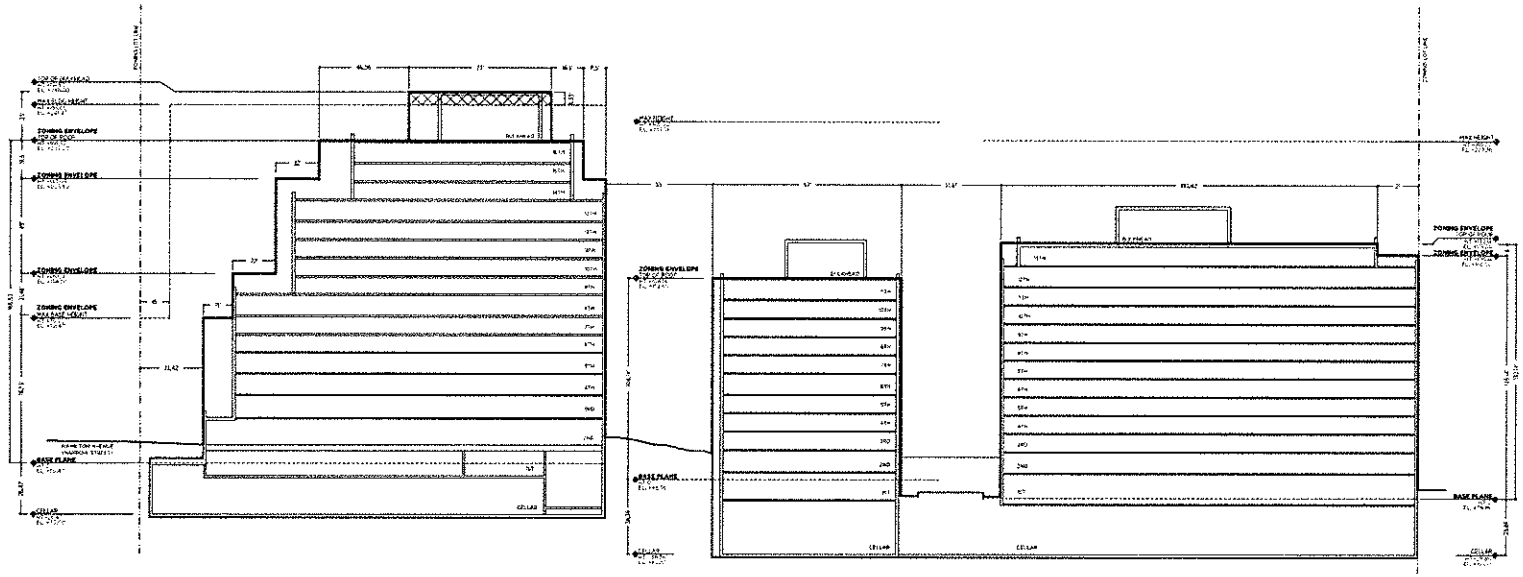

1 SECTION A

LEGEND

1/25" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

TRUE ELEVATION MEASURED FROM NAVD 88

- ZONING LOT LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- MINIMUM STREET WALL HEIGHT
- SETBACK LINE
- DEVELOPMENT ENVELOPE HEIGHT
- ILLUSTRATIVE BUILDING HEIGHT
- BUILDING HEIGHT & SETBACK WAIVER
- PLANTING AREAS BETWEEN STREET LINE & STREET WALL TO BE WAIVED*

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.055 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
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3. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
4. PROPOSED NUMBER OF STORIES MAY BE ADJUSTED PROVIDED THAT THE NUMBER OF STORIES PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
5. LOCATION OF INTERIOR PARTITIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

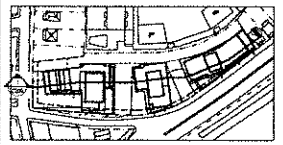
PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

KEY PLAN



Z-200
WAIVER SECTIONS

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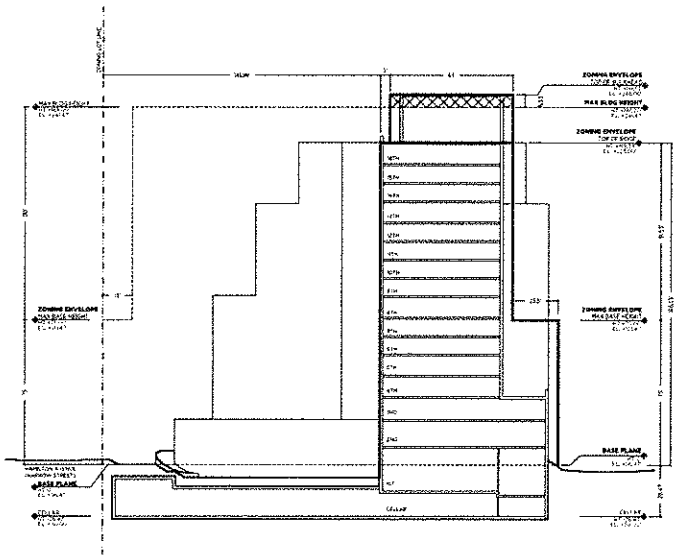
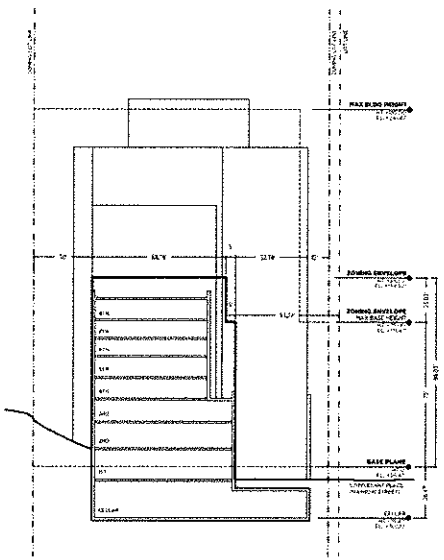


1 BUILDING 1 SECTION B



2 BUILDING 1 SECTION C

LEGEND

0 12.5' 25' 50'

1/25" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

TRUE ELEVATION MEASURED FROM NAVD 88

- ZONING LOT LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- R7-3 PERMITTED HEIGHT & SETBACK LINE
- ZONING ENVELOPE — DEVELOPMENT ENVELOPE HEIGHT
- TOP FLOOR — ILLUSTRATIVE BUILDING HEIGHT
- BUILDING HEIGHT & SETBACK WAIVER
- PLANTING AREAS BETWEEN STREET LINE & STREET WALL TO BE WAIVED*

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. PROPOSED BUILDING MAY BE ADJUSTED PROVIDED THAT THE BUILDING PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
3. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
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5. LOCATION OF INTERIOR PARTITIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

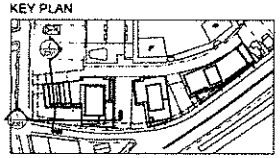
PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
190 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

KEY PLAN



Z-201
WAIVER SECTIONS

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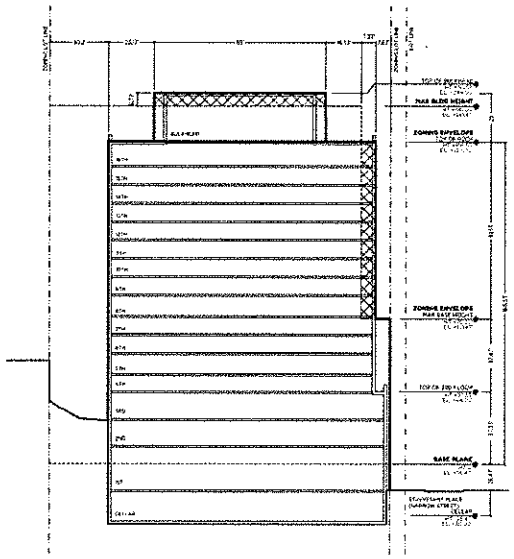


1 BUILDING 1 SECTION D

LEGEND

0 12.5 25' 50'

1/25" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

TRUE ELEVATION MEASURED FROM NAVD 88

- ZONING LOT LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- R7-3 PERMITTED HEIGHT & SETBACK LINE
- ZONING ENVELOPE (HT=85.00') DEVELOPMENT ENVELOPE HEIGHT
- 3RD FLOOR (HT=48.00') ILLUSTRATIVE BUILDING HEIGHT
- BUILDING HEIGHT & SETBACK WAIVER

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. PROPOSED BUILDING MAY BE ADJUSTED PROVIDED THAT THE BUILDING PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
3. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
4. PROPOSED NUMBER OF STORIES MAY BE ADJUSTED PROVIDED THAT THE NUMBER OF STORIES PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
5. LOCATION OF INTERIOR PARTITIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 62, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

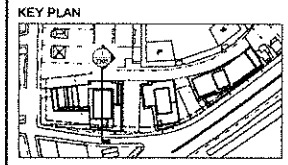
PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE, 180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

KEY PLAN



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[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

Drawn: [illegible]

Z-202
WAIVER SECTIONS

Scale

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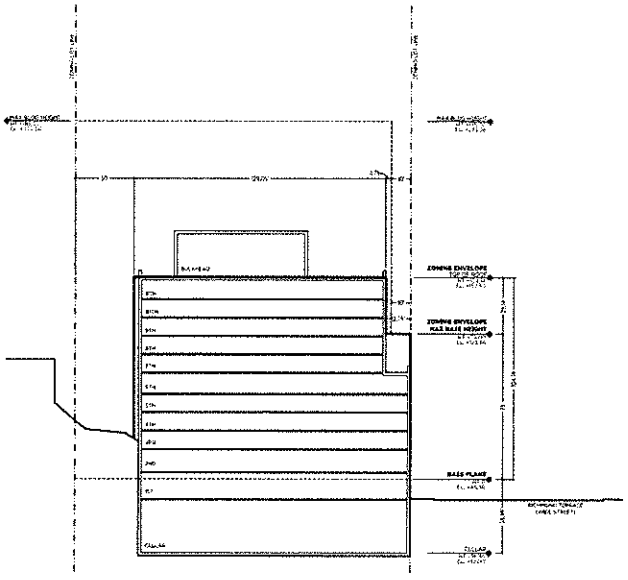
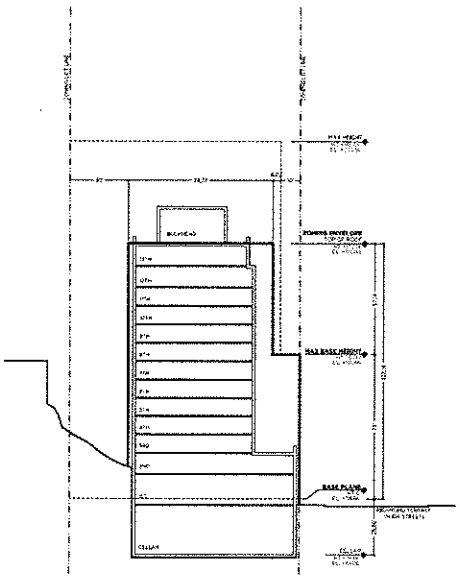
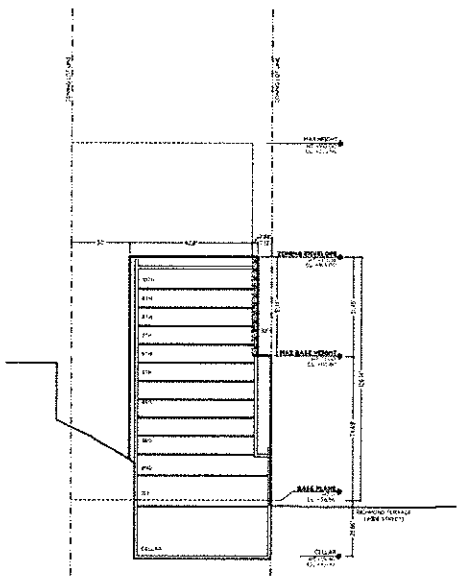


1 BUILDING 2 SECTION E



2 BUILDING 3 SECTION F



3 BUILDING 3 SECTION G

LEGEND

0 12.5' 25' 50'

1/25" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

TRUE ELEVATION MEASURED FROM NAVD 88

- ZONING LOT LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- R7-1 PERMITTED HEIGHT & SETBACK LINE
- ZONING ENVELOPE (HEIGHT) — DEVELOPMENT ENVELOPE HEIGHT
- 120'-0" FLOOD (HEIGHT) — ILLUSTRATIVE BUILDING HEIGHT
- BUILDING HEIGHT & SETBACK WAIVER

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.093 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. PROPOSED BUILDING MAY BE ADJUSTED PROVIDED THAT THE BUILDING PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
3. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
4. PROPOSED NUMBER OF STORIES MAY BE ADJUSTED PROVIDED THAT THE NUMBER OF STORIES PROPOSED SHALL NOT EXCEED THE PERMITTED BUILDING ENVELOPE.
5. LOCATION OF INTERIOR PARTITIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
169 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

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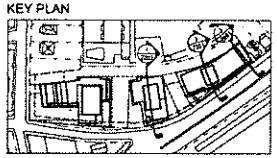
STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

KEY PLAN



DRAWING TITLE

Z-203
WAIVER SECTIONS

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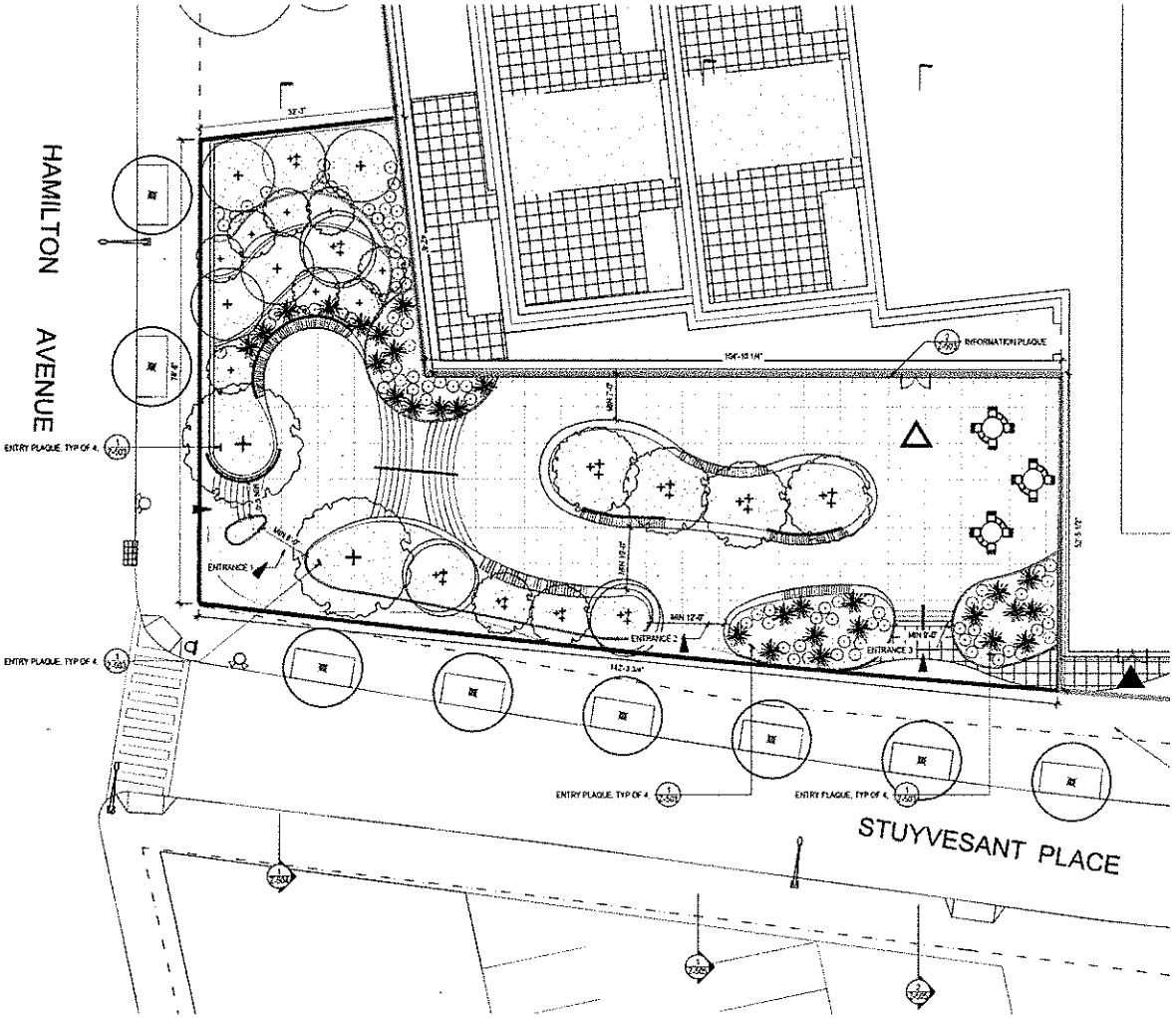
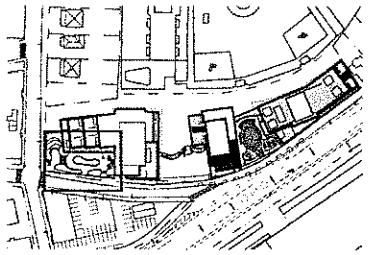


1 PUBLIC OPEN SPACE PLAN

1/8" = 1'-0"



2 KEY PLAN

1"=100'

TOTAL AREA OF PUBLIC SPACE	7900 SF
ENTRANCE WIDTHS	ENTRANCE 1: MIN 14'-0" ENTRANCE 2: MIN 12'-0" ENTRANCE 3: MIN 9'-0"

SIGNAGE:

FOUR (4) ENTRANCE PLAQUES: ONE (1) LOCATED ON HAMILTON AVENUE AND THREE (3) LOCATED ON STUYVESANT PLACE

ONE (1) INFORMATION PLAQUE LOCATED ON THE BUILDING

LEGEND

0 2' 4' 8'

1/8" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- RESIDENTIAL ACCESS POINT
- RETAIL ACCESS POINT
- BUILDING ENTRANCE POINTS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY
- PLAZA ENTRANCE
- EXISTING CATCH BASIN
- PROPOSED STREET TREE
- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ZONING SETBACK LINE
- ILLUSTRATIVE BUILDING LINE
- STREET LAMP
- STREET LAMP
- STOP SIGN
- FIRE HYDRANT
- PRIVATE OUTDOOR OPEN SPACE
- AMENITY OUTDOOR OPEN SPACE
- BACKLESS BENCH
- BENCH WITH BACK
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- PLAZA INFORMATION PLAQUE
- PLAZA ENTRY PLAQUE
- TABLE AND CHAIRS
- MAJOR TREE
- MINOR TREE
- SHRUB
- GROUND COVER / PERENNIALS

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ
2. BUILDINGS SHOWN WITHIN ZONING ENVELOPES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. ROOFTOP TERRACES & LANDSCAPE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE
4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED.
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-501.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

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NO.	DESCRIPTION	DATE
01	SPECIAL PERMIT FILING FOR ZONING RETAINING	[illegible]
02	SPECIAL PERMIT FILING FOR REVISIONS	[illegible]
03	SPECIAL PERMIT FILING	[illegible]

DRAWING TITLE

Z-500

PUBLIC OPEN SPACE PLAN

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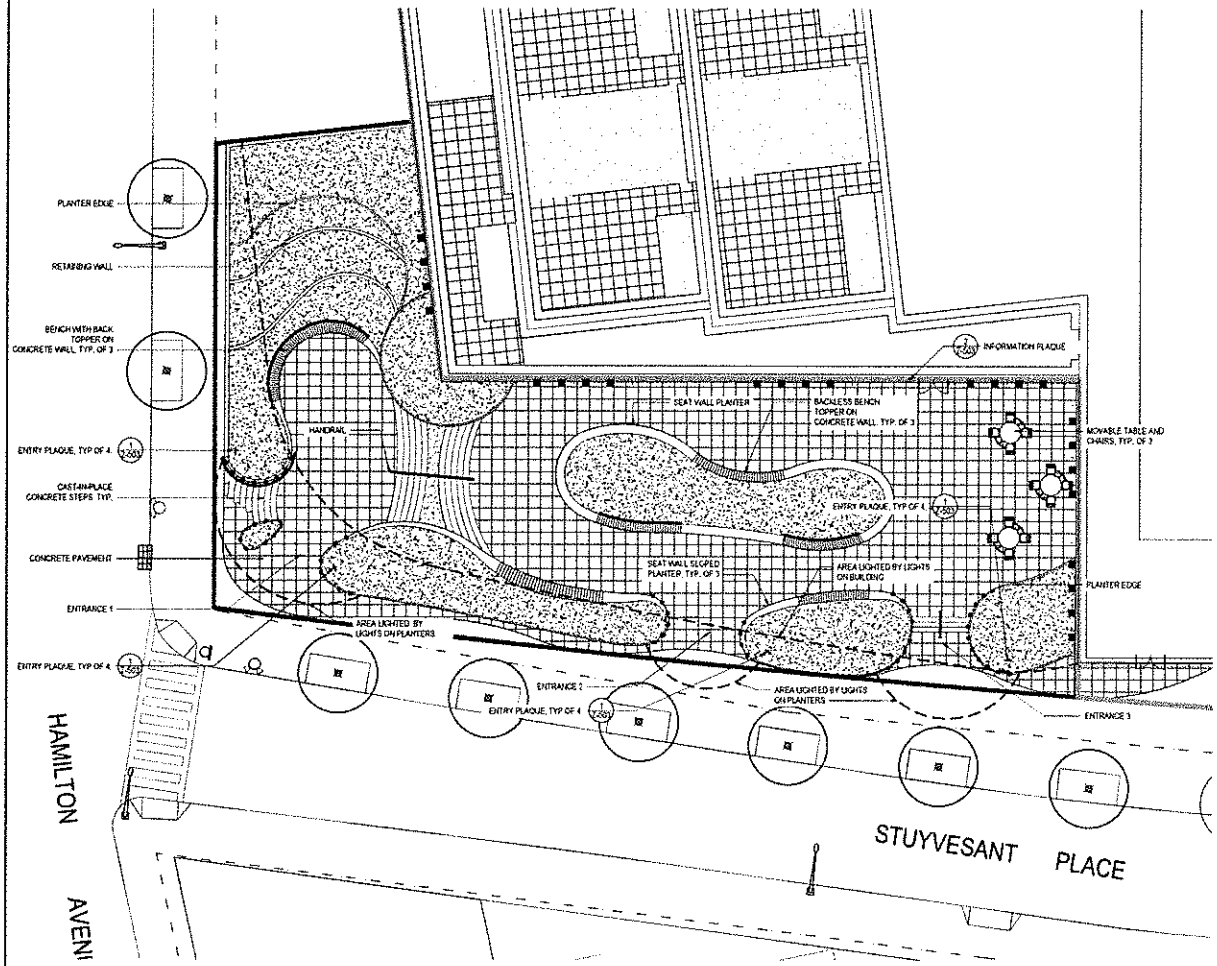
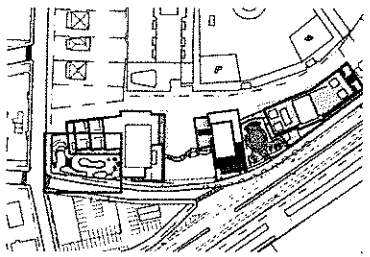


1 MATERIAL PLAN SEATING AND LIGHTING

1/8" = 1'-0"



2 KEY PLAN

1"=100'

TOTAL AREA OF PUBLIC SPACE	7900 SF
ENTRANCE WIDTHS	ENTRANCE 1: MIN 14'-0" ENTRANCE 2: MIN 12'-0" ENTRANCE 3: MIN 9'-0"
SIGNAGE: FOUR (4) ENTRANCE PLAQUES: ONE (1) LOCATED ON HAMILTON AVENUE AND THREE (3) LOCATED ON STUYVESANT PLACE ONE (1) INFORMATION PLAQUE LOCATED ON THE BUILDING	
MINIMUM AMOUNT OF SEATING AND BREAKDOWN	LF WITH BACK: 52' LF BACK-LESS: 44' LF MOVEABLE SEATING: 18' (3 TABLES WITH 4 SEATS EA.) LF TOTAL: 114'
SEATING: 1. THE DEPTH OF SEATING IS 18-20 INCHES, THE HEIGHT ABOVE THE PAVEMENT OF SEATING IS 16-18 INCHES. 2. FOR BACKLESS SEATING ON PLANTER LEDGE , THE DEPTH OF LEDGE IS AT LEAST 22 INCHES. 3. AT LEAST 50 PERCENT OF THE LINER FEET OF FIXED SEATING HAVE BACKS AT LEAST 14 INCHES HIGH. 4. ALL SEATS BACK ARE RECLINED FROM VERTICAL BETWEEN 10 TO 15 DEGREES.	
LIGHTING: 1. LOCATIONS AND TYPES OF LIGHTING ELEMENTS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. 2. ALL PAVED SURFACES SHOULD BE ILLUMINATED FOR MIN. 1 FOOT-CANDLE DURING HOURS OF OPERATION.	
PLANTINGS / VEGETATION	MAJOR TREES: 3 MINOR TREES: 17 GROUND COVER / PERENNIAL : 2927.5 SF

LEGEND

1/8" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ZONING SETBACK LINE
- ILLUSTRATIVE BUILDING LINE
- STREET LAMP
- EXISTING CATCH BASIN
- STOP SIGN
- FIRE HYDRANT
- BACKLESS BENCH
- BENCH WITH BACK
- LIGHTS ON PLANTERS
- LIGHTS ON BUILDING
- LIGHTED AREA
- PROPOSED STREET TREE
- PLAZA INFORMATION PLAQUE
- PLAZA ENTRY PLAQUE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.093 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
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4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED.
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED LOTS.
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-501.

CUTS INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 90)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

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STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

Z-501

MATERIAL PLAN, SEATING AND LIGHTING

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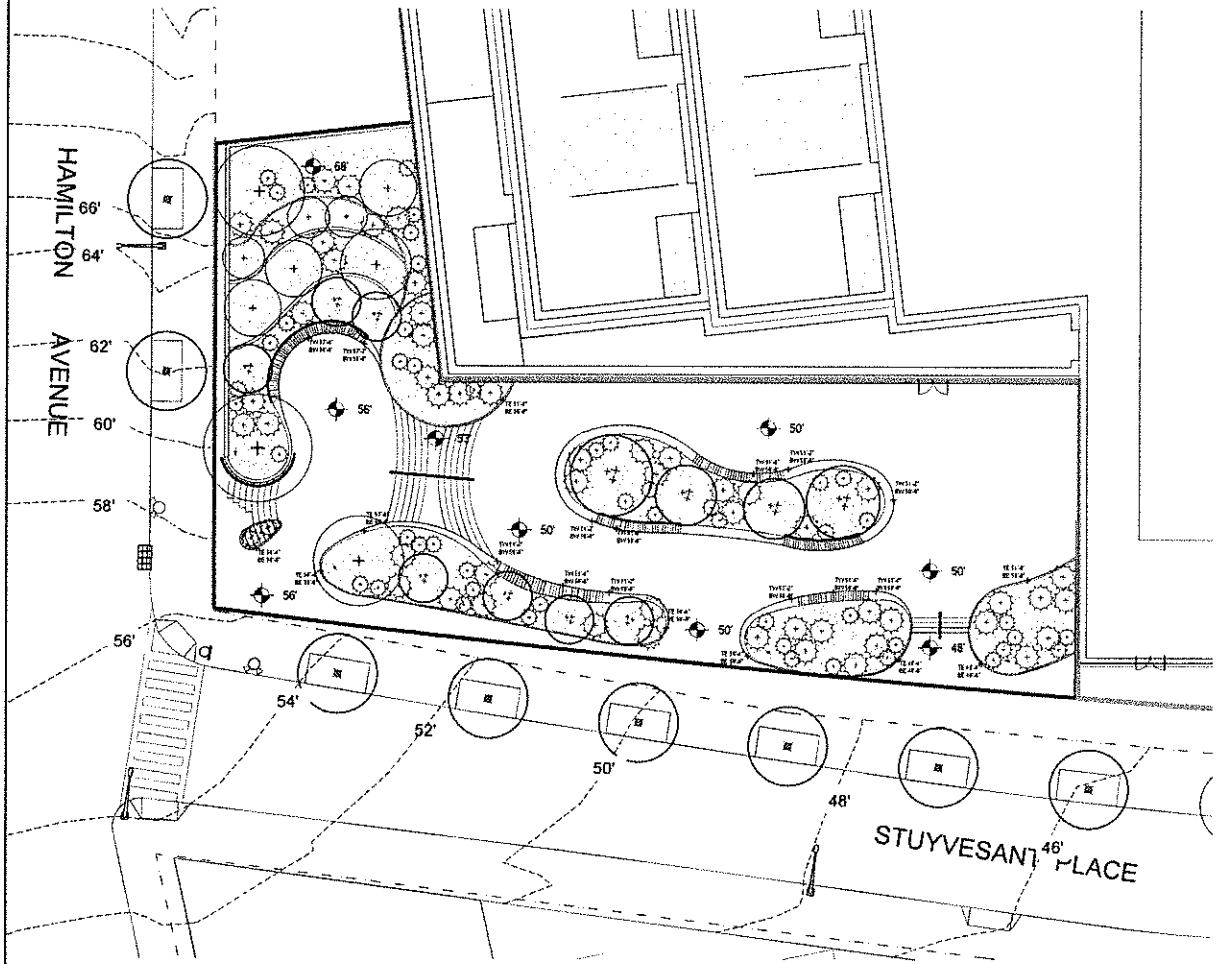
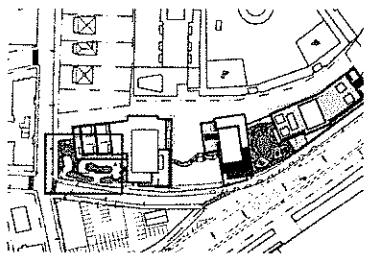


1 PLANTING AND GRADING PLAN

1/8" = 1'-0"



2 KEY PLAN

1" = 100'

PLANTINGS / VEGETATION	MAJOR TREES: 3
	MINOR TREES: 17
	GROUND COVER / PERENNIAL : 2927.5 SF

LEGEND

1/8" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- ZONING DISTRICT BOUNDARY
- ILLUSTRATIVE BUILDING LINE
- EXISTING CONTOUR
- EXISTING CATCH BASIN
- STREET LAMP
- STOP SIGN
- FIRE HYDRANT
- PROPOSED TWO SIGNAL TREES AT ENTRANCE CV. HONEY LOCUST
- PROPOSED DECIDUOUS TREES ON THE TERRACE GARDEN
- PROPOSED DECIDUOUS MULTISTEM TREES
- PROPOSED SHRUB
- GROUND COVER / PERENNIALS
- GROUNDCOVER WITH PERENNIAL
- PRIVATE OUTDOOR OPEN SPACE
- AMENITY OUTDOOR OPEN SPACE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- EXISTING STREET TREE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.099 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
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7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-501.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

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STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

Z-502

PLANTING AND GRADING PLAN

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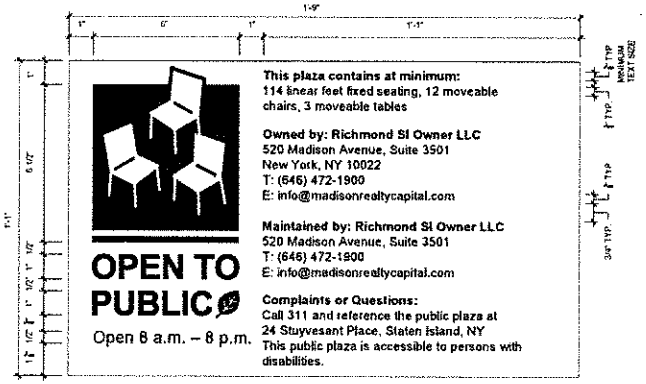
1 ENTRY PLAQUE

NOTE:

INFORMATION ON THIS PLAQUE IS SUBJECT TO CHANGE. OWNER AND MAINTENANCE PERSONNEL SUBJECT TO CHANGE. FINAL DETERMINATION OF EMAIL AND PHONE # ARE TO BE COORDINATED WITH THE OWNER.



2 INFORMATION PLAQUE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.09'6 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
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6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED LOTS.
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-301

SUITE INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 62, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 99)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

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STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

Z-503

PLAZA DETAILS

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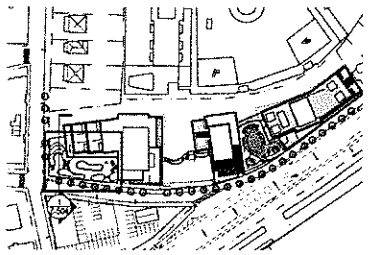
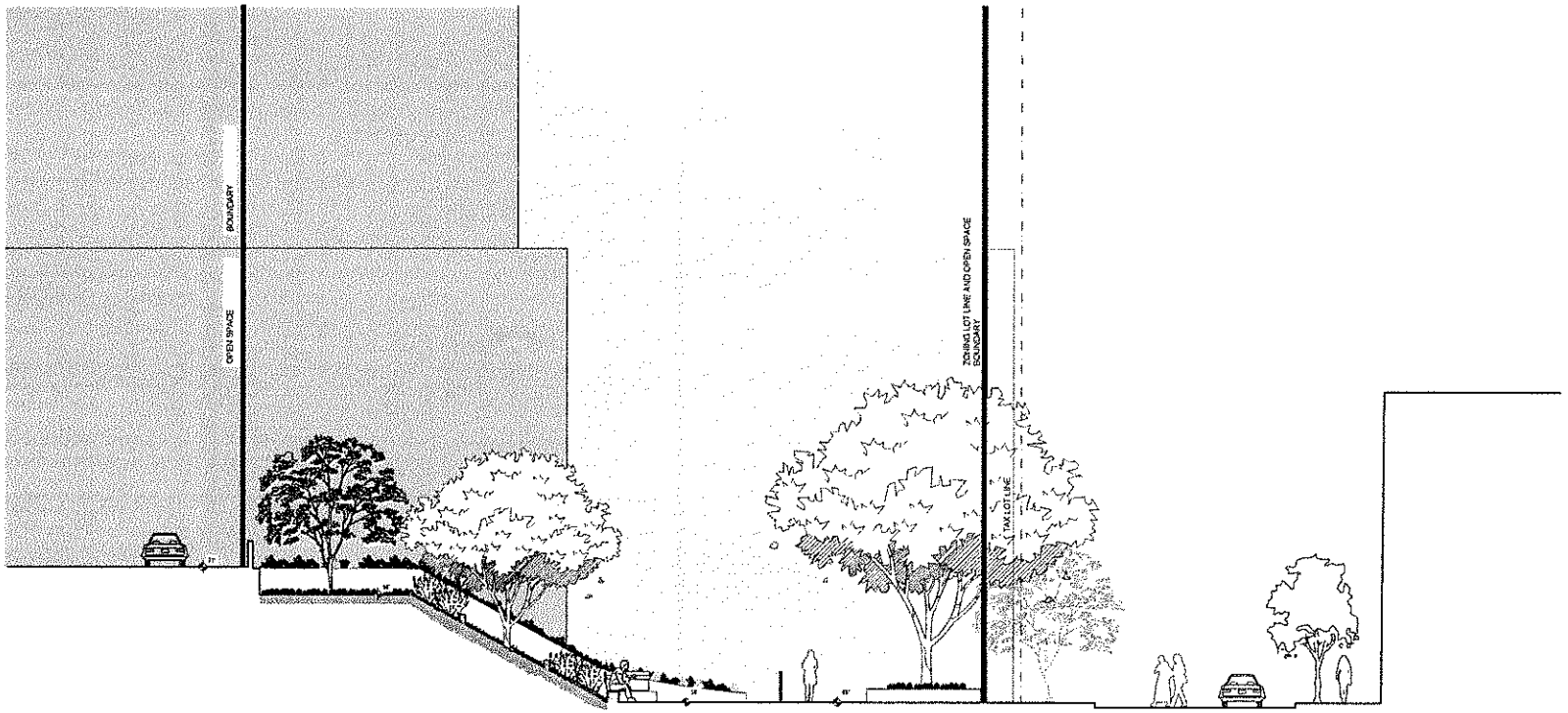


2 KEY PLAN

1"=100'



1 SECTION_TERRACE AND UPPER PLAZA

3/16" = 1'-0"

LEGEND

0 4' 8' 16'

3/16" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ILLUSTRATIVE BUILDING LINE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.595 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
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6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-501.

RIVER NORTH

STATEN ISLAND BLOCK 131 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

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1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]

DRAWING TITLE

Z-504

PUBLIC OPEN SPACE SECTIONS

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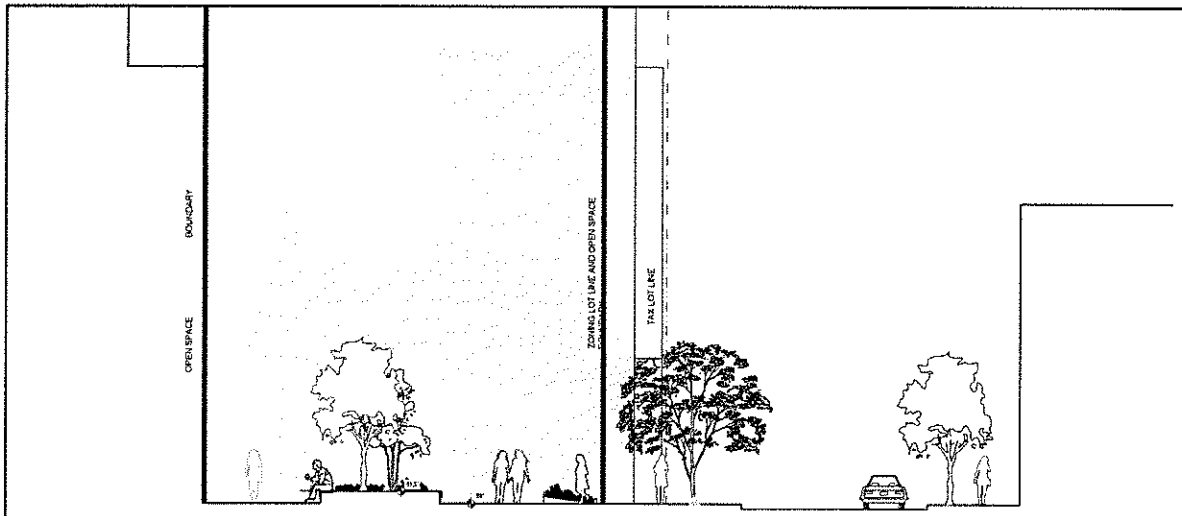
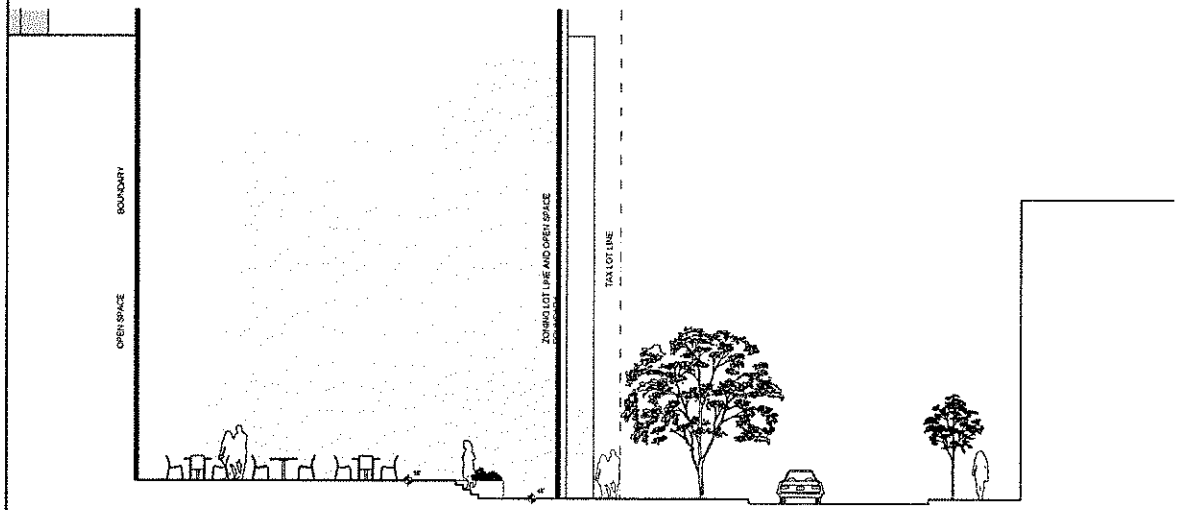


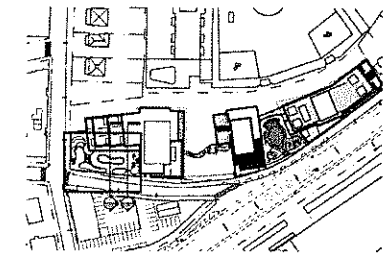
1 SECTION_CENTRAL GARDEN

3/16" = 1'-0"



2 SECTION_ENTRANCE

3/16" = 1'-0"



2 KEY PLAN

1"=100'

LEGEND

0 2' 8' 16'

3/16" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ILLUSTRATIVE BUILDING LINE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. BUILDINGS SHOWN WITHIN ZONING ENVELOPES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. ROOFTOP TERRACES & LANDSCAPE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED.
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-501.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

04	SPECIAL PERMIT PRESENTATION CHANGE REVISION	11/15/2021
03	SPECIAL PERMIT PRESENTATION REVISION	04/15/2021
02	SPECIAL PERMIT PRESENTATION	04/15/2021
01	PLANNING REVIEW SUBMITTAL	DATE

Drawing Title

Z-505

PUBLIC OPEN SPACE SECTIONS

Seal

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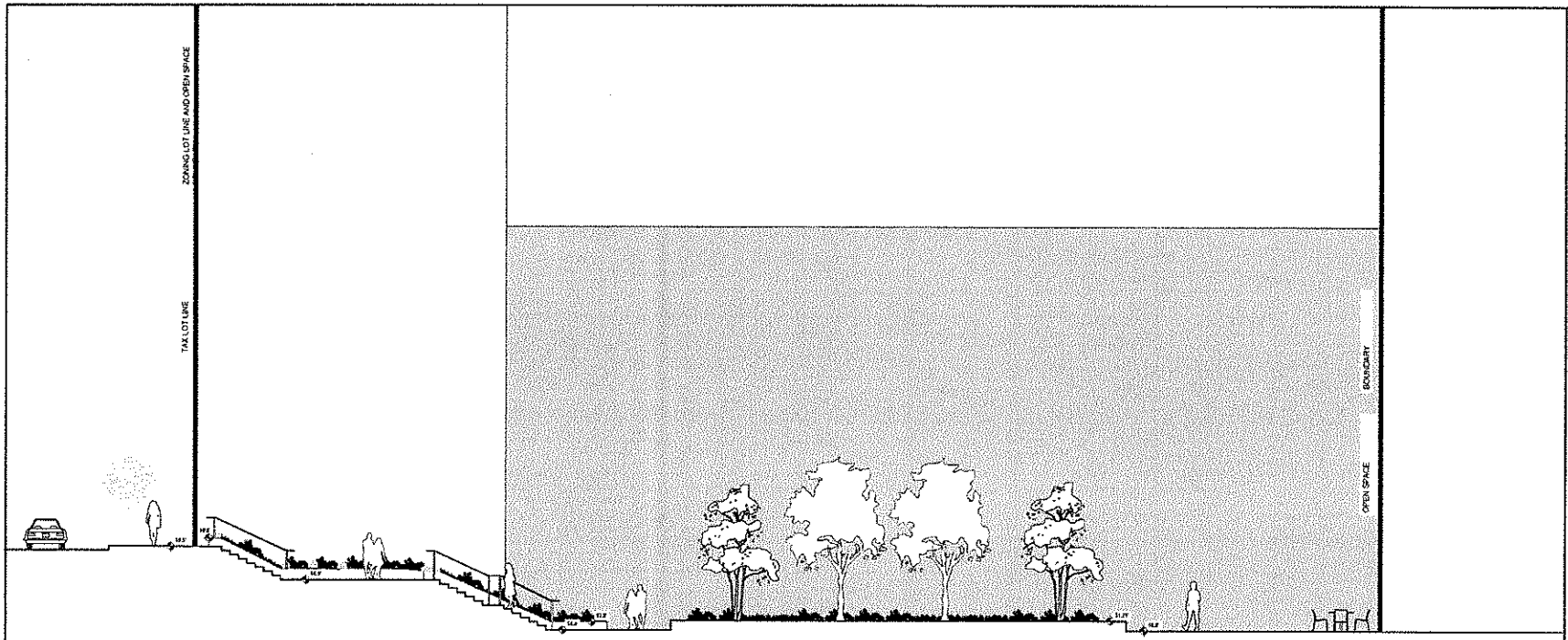
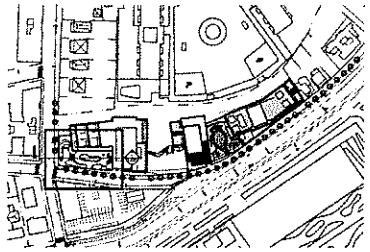


1 SECTION_OPEN SPACE PLAZA

3/16" = 1'-0"



2 KEY PLAN

1/128" = 1'-0"

LEGEND

0 4' 8' 16'

3/16" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ILLUSTRATIVE BUILDING LINE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ
2. BUILDINGS SHOWN WITHIN ZONING ENVELOPES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. ROOFTOP TERRACES & LANDSCAPE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-501.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 67, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
160 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

01	[illegible]	[illegible]
02	[illegible]	[illegible]
03	[illegible]	[illegible]

DRAWING TITLE

Z-506

PUBLIC OPEN SPACE SECTIONS

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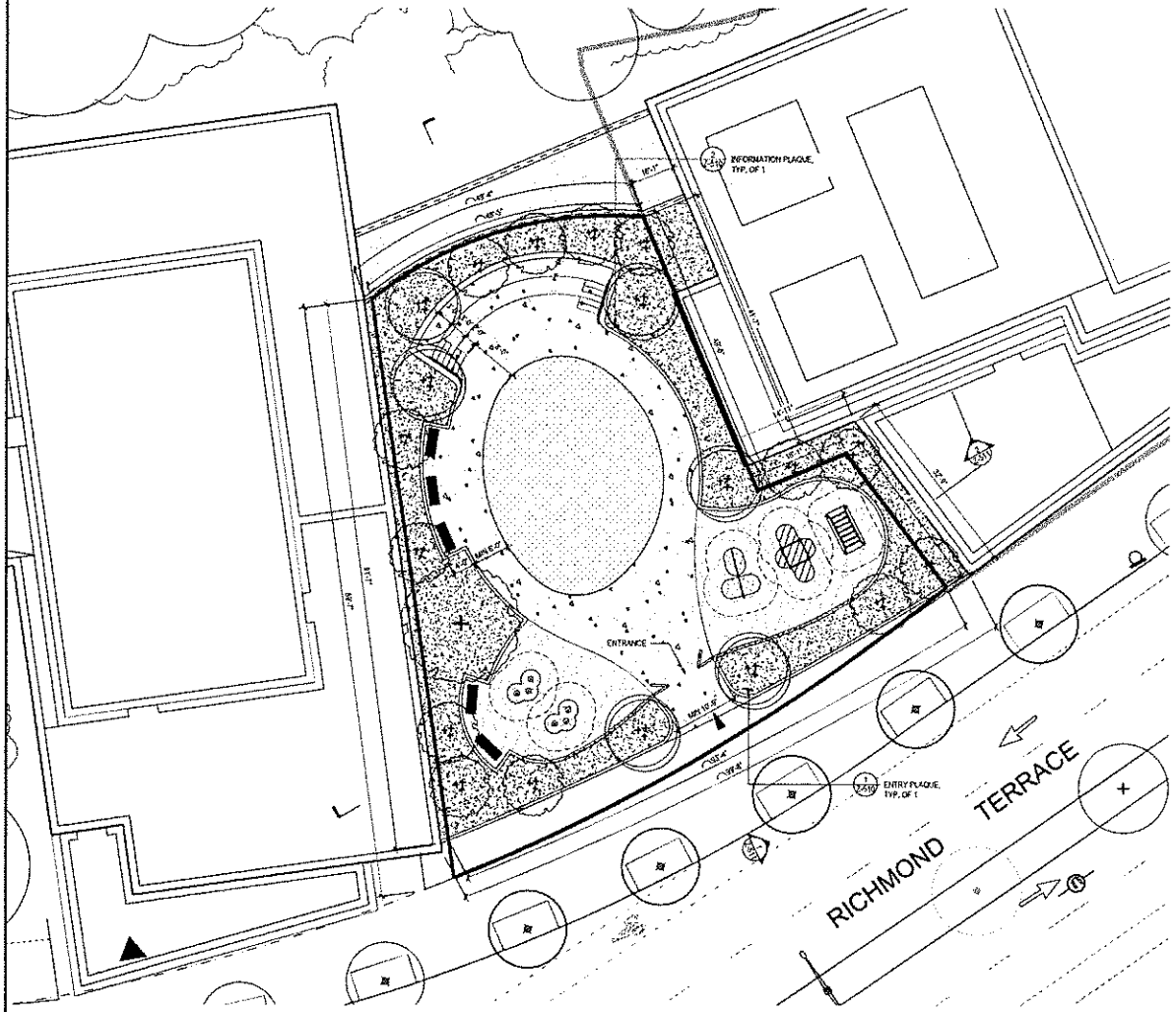
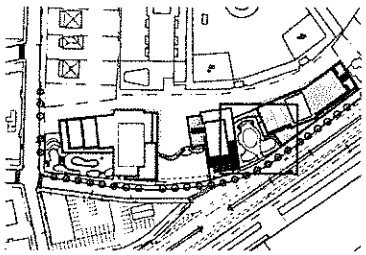


1 PUBLIC OPEN SPACE PLAN



2 KEY PLAN

TOTAL AREA OF PUBLIC SPACE	MINIMUM OF 5700 SF
ENTRANCE WIDTHS	ENTRANCE: MIN 10'-9"
SIGNAGE: ONE (1) ENTRANCE PLAQUE LOCATED ON RICHMOND TERRACE ONE (1) INFORMATION PLAQUE LOCATED ON WALKING LOOP	

LEGEND

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- RESIDENTIAL ACCESS POINT
- RETAIL ACCESS POINT
- BUILDING ENTRANCE POINTS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY
- PLAZA ENTRANCE
- EXISTING CATCH BASIN
- PROPOSED STREET TREE
- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ZONING SETBACK LINE
- ILLUSTRATIVE BUILDING LINE
- STREET LAMP
- STREET LAMP
- STOP SIGN
- FIRE HYDRANT
- BENCH WITH BACK
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- PLAZA INFORMATION PLAQUE
- PLAZA ENTRY PLAQUE
- TABLE AND CHAIRS
- FENCE
- RAILING, 42" HT.
- CIP CONCRETE, 12" WIDE RETAINING WALL
- CIP CONCRETE CURB 6" WIDE
- CIP CONCRETE PAVEMENT
- SAFETY SURFACE PAVEMENT
- CONCRETE TILES PAVEMENT
- GROUND COVER / PERENNIALS
- ARTIFICIAL TURF LAWN
- MAJOR TREE
- MINOR TREE

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). MHOH IS 1.095 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. BUILDINGS SHOWN WITHIN ZONING ENVELOPES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. ROOFTOP TERRACES & LANDSCAPE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS. EXCEPT WHERE CONSTRUCTION WAIVER IS ALSO REQUESTED.
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED.
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
8. PLANNING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-508.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 109 & PART OF LOT 9 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

01	SPECIAL PERMIT SUBMISSION	10/07/2021
02	SPECIAL PERMIT REVISION PER AGENCY COMMENTS	04/27/2022
03	SPECIAL PERMIT REVISION	09/02/2022

PROJECT NO. 20-XXX | DRAWN BY: XXX | DATE: 09/02/2022

DRAWING TITLE

Z-507 ACTIVE PUBLIC OPEN SPACE PLAN

SCALE

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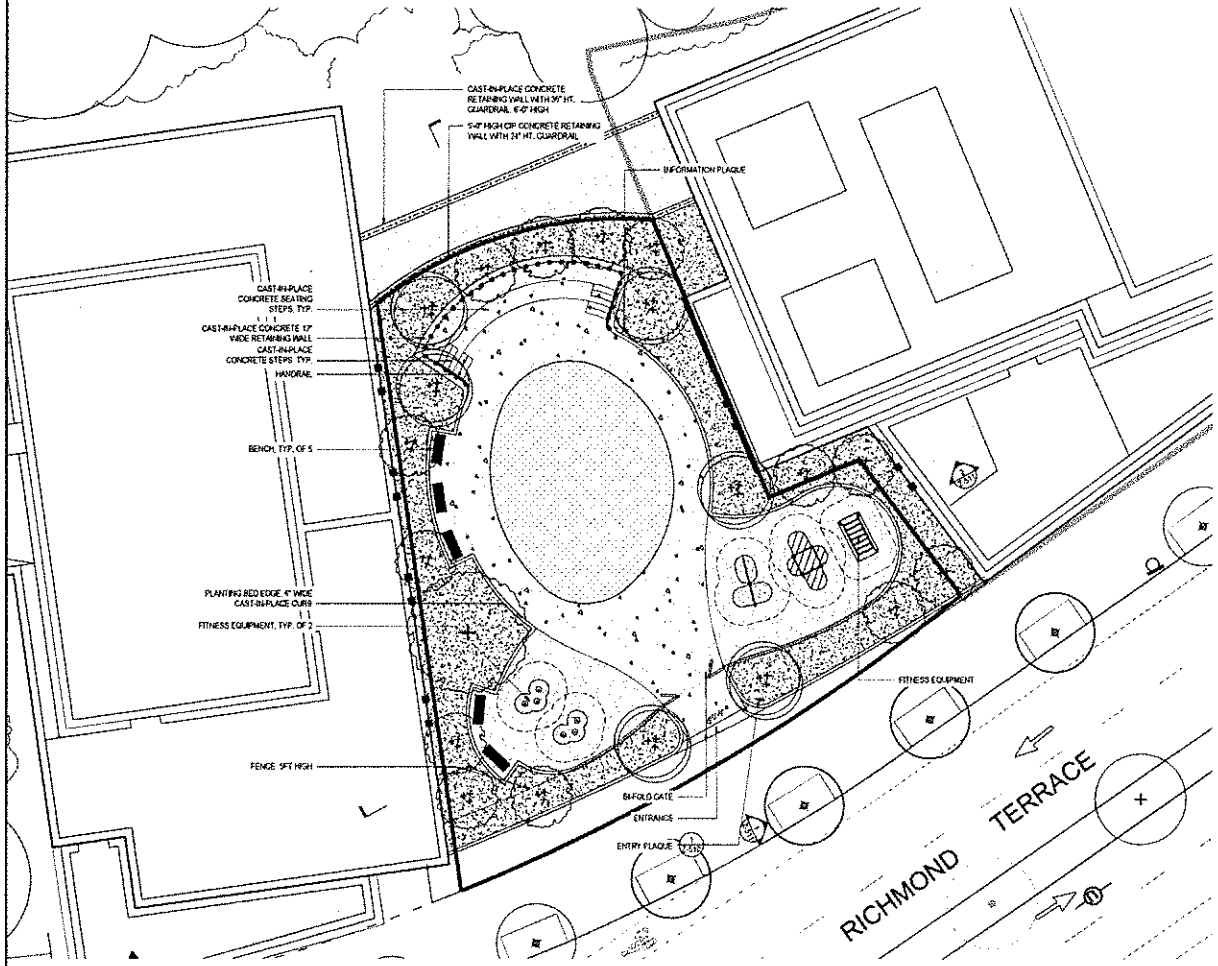
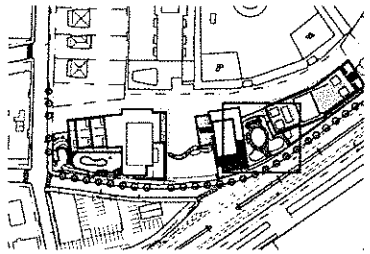


1 MATERIAL PLAN SEATING AND LIGHTING

1/8" = 1'-0"



2 KEY PLAN

1"=100'

TOTAL AREA OF PUBLIC SPACE	MINIMUM OF 5700 SF
ENTRANCE WIDTHS	ENTRANCE: MIN 10'-9"
SIGNAGE: ONE (1) ENTRANCE PLAQUE LOCATED ON RICHMOND TERRACE ONE (1) INFO PLAQUE LOCATED ON WALKING LOOP	
MINIMUM AMOUNT OF SEATING AND BREAKDOWN	LF WITH BACK: 24' (5 BENCHES) LF BACK-LESS: 51' (SEAT WALL) LF TOTAL: 75'
SEATING: 1. THE DEPTH OF STANDARD SEATING IS 18-20 INCHES, THE DEPTH OF SEATING STEPS IS 36", THE HEIGHT ABOVE THE PAVEMENT OF SEATING IS 16-18 INCHES. 2. AT LEAST 50 PERCENT OF THE LINER FEET OF FIXED SEATING HAVE BACKS AT LEAST 14 INCHES HIGH. 3. ALL SEATS BACK ARE RECLINED FROM VERTICAL BETWEEN 10 TO 15 DEGREES.	
ACTIVE RECREATION	ARTIFICIAL TURF: 934 SF SAFETY SURFACE: 1120 SF WALKING PATH: 175 LF
LIGHTING: 1. LOCATIONS AND TYPES OF LIGHTING ELEMENTS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND SUBJECT TO CHANGE. 2. ALL PAVED SURFACES SHOULD BE ILLUMINATED FOR MIN. 1 FOOT-CANDLE DURING HOURS OF OPERATION.	
PLANTINGS / VEGETATION	MAJOR TREES: 1 MINOR TREES: 6 MINOR TREES MULTISTEM: 13 SHRUBS : 102 GROUND COVER / PERENNIAL : 2340 SF

LEGEND

0 2' 4' 8'
1/8" = 1'-0"
GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- PUBLIC ACCESSIBLE OPEN SPACE
- ZONING SETBACK LINE
- ILLUSTRATIVE BUILDING LINE
- STREET LAMP
- EXISTING CATCH BASIN
- STOP SIGN
- FIRE HYDRANT
- BENCH WITH BACK
- LIGHTS ON RETAINING WALL
- LIGHTS ON BUILDING
- LIGHTED AREA
- PROPOSED STREET TREE
- PLAZA INFORMATION PLAQUE
- PLAZA ENTRY PLAQUE
- TABLE AND CHAIRS
- FENCE
- RAILING, 42" HT
- CIP CONCRETE 12" WIDE RETAINING WALL
- CIP CONCRETE CURB 6" WIDE
- CIP CONCRETE PAVEMENT
- SAFETY SURFACE PAVEMENT
- CONCRETE TILES PAVEMENT
- GROUND COVER / PERENNIALS
- ARTIFICIAL TURF

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) WHICH IS 1.090 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ.
2. BUILDINGS SHOWN WITHIN ZONING ENVELOPES ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE.
3. ROOFTOP TERRACES & LANDSCAPE ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE
4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED LOTS

7. ALL EXISTING CONTEXT BUILDINGS' FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE.
   a. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE
   b. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-506.

SITE INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

1	SPECIAL PERMIT RESPONSE TO CITY'S COMMENTS	04/30/2021
2	SPECIAL PERMIT RESPONSE TO CITY'S COMMENTS	06/18/2021
3	SPECIAL PERMIT RESPONSE	08/13/2021

DRAWING TITLE

Z-508 ACTIVE PUBLIC OPEN SPACE MATERIAL, SEATING AND LIGHTING PLAN

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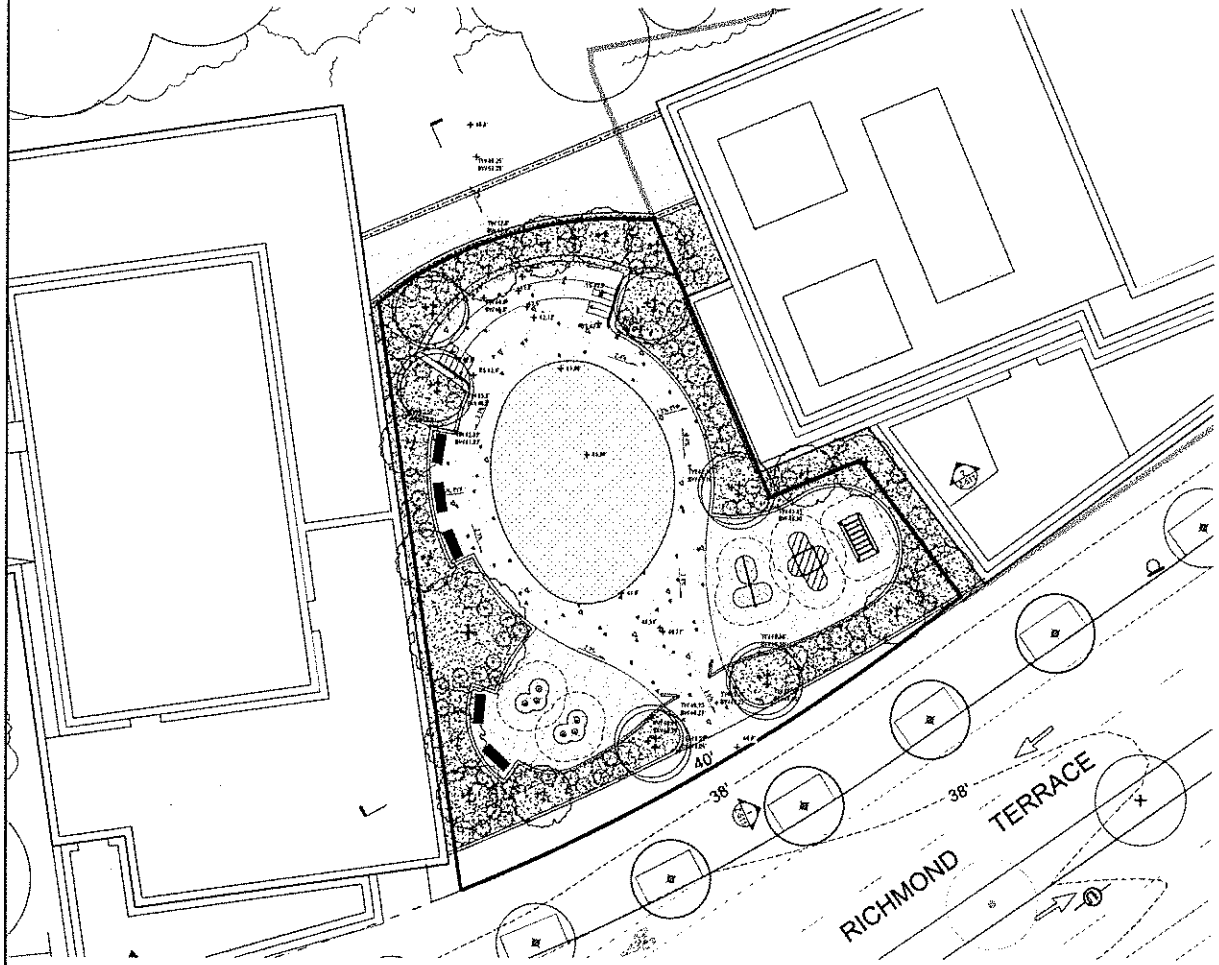
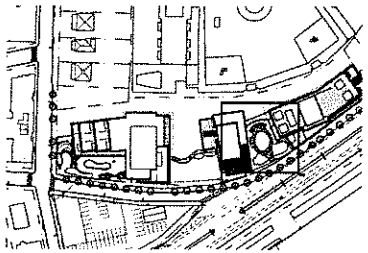


1 PLANTING AND GRADING PLAN

1/8" = 1'-0"



2 KEY PLAN

1"=100'

PLANTINGS / VEGETATION	MAJOR TREES: 1
	MINOR TREES: 6
	MINOR TREES MULTISTEM: 13
	SHRUBS : 102
	GROUND COVER / PERENNIAL : 2340 SF

LEGEND

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
- ZONING DISTRICT BOUNDARY
- ILLUSTRATIVE BUILDING LINE
- EXISTING CONTOUR
- EXISTING CATCH BASIN
- STREET LAMP
- STOP SIGN
- FIRE HYDRANT
- PROPOSED MAJOR DECIDUOUS TREE
- PROPOSED DECIDUOUS TREES ON THE TERRACE GARDEN
- PROPOSED DECIDUOUS MULTISTEM TREES
- PROPOSED SHRUB
- GROUND COVER / PERENNIALS
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- PROPOSED STREET TREE
- PROPOSED ELEVATION

GENERAL NOTES

1. ELEVATIONS REFERENCED TO NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). WHICH IS 1.009 FEET ABOVE NATIONAL GEODETIC SURVEY DATUM AT SANDY HOOK, NJ
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RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 92, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
150 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

1	SPECIAL PERMIT APPLICATION	10/04/2024
2	SPECIAL PERMIT APPLICATION - LPC RESUBMISSION	04/11/2025
3	SPECIAL PERMIT APPLICATION	09/05/2025

No.	Re:	Date

Submitted To:

Z-509 **ACTIVE PUBLIC OPEN SPACE PLANTING AND GRADING PLAN**

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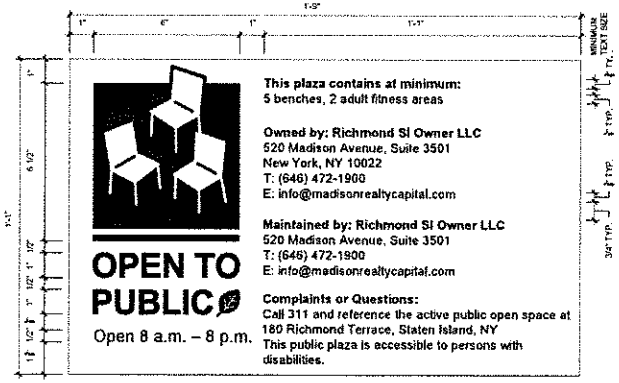
1 ENTRY PLAQUE
6" = 1'-0"

NOTE:

INFORMATION ON THIS PLAQUE IS SUBJECT TO CHANGE. OWNER AND MAINTENANCE PERSONNEL SUBJECT TO CHANGE. FINAL DETERMINATION OF EMAIL AND PHONE # ARE TO BE COORDINATED WITH THE OWNER.



2 INFORMATION PLAQUE
6" = 1'-0"

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RIVER NORTH
STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)
PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
180 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

Z-510 ACTIVE PUBLIC OPEN SPACE DETAILS

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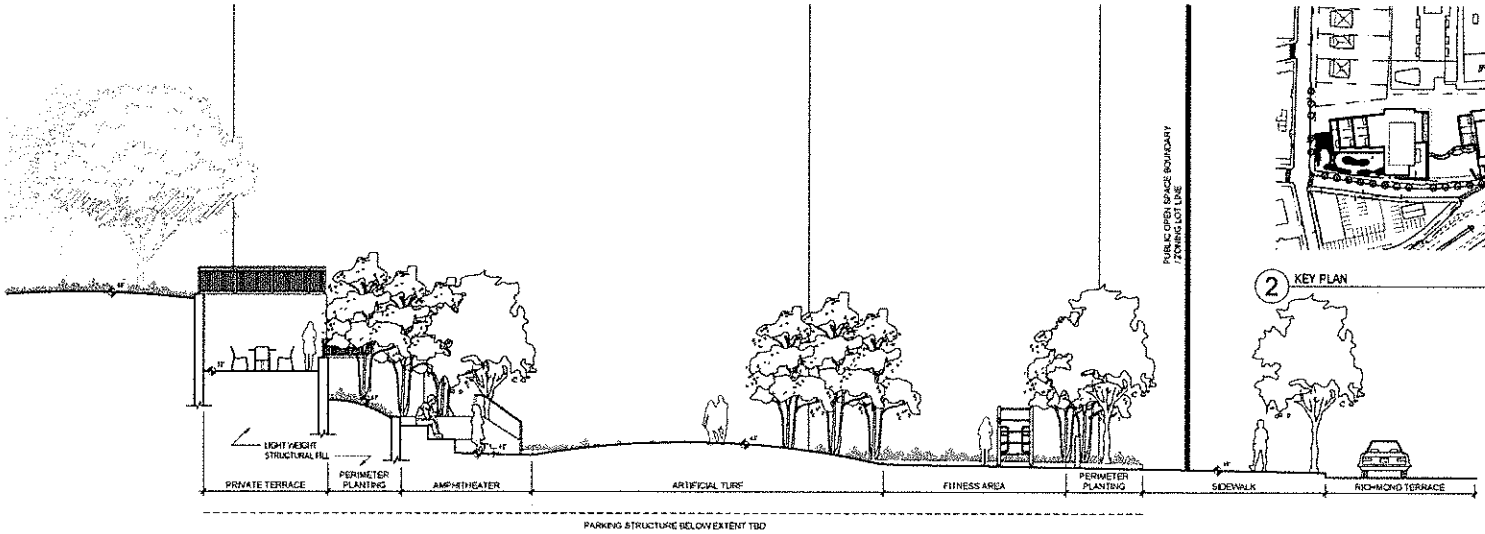
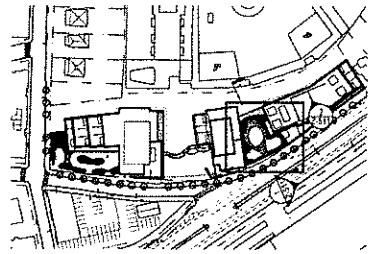


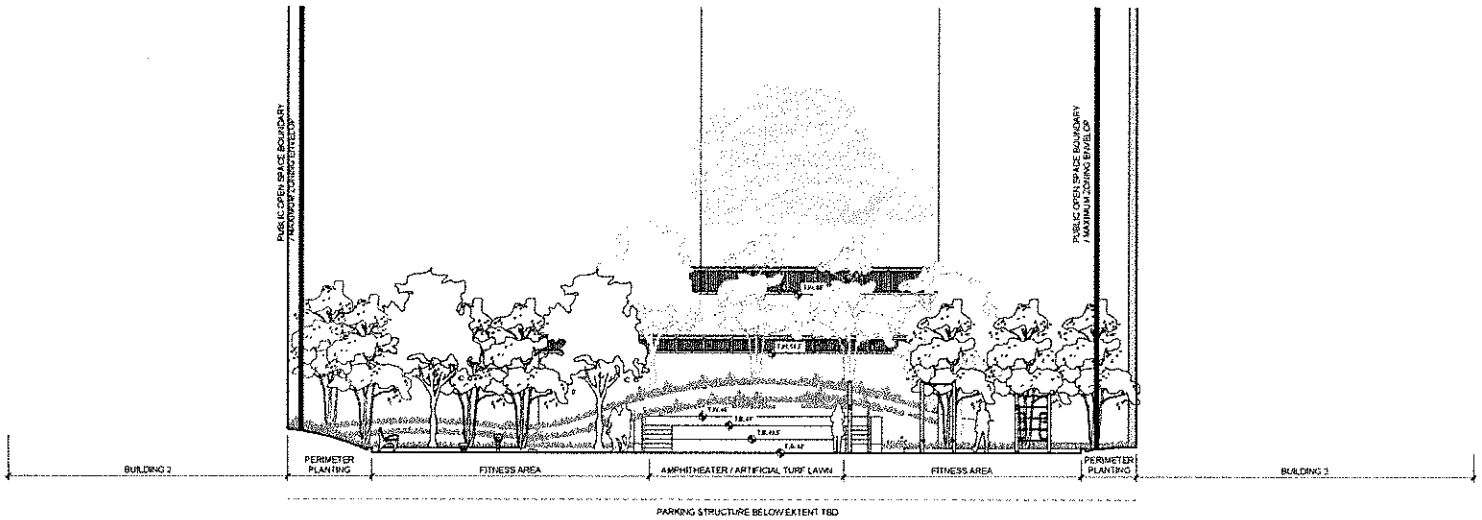
1 SECTION_FITNESS 1

3/16" = 1'-0"



2 KEY PLAN

1"=100'



2 SECTION_FITNESS 2

3/16" = 1'-0"

LEGEND

0 4' 8' 16'

3/16" = 1'-0"

GRAPHIC APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS

- ZONING LOT LINE
- TAX LOT LINE
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4. THE ZONING ENVELOPE REPRESENTS THE MAXIMUM DEVELOPMENT BULK, EXCLUDING PERMITTED OBSTRUCTIONS, EXCEPT WHERE OBSTRUCTIONS WAIVER IS ALSO REQUESTED.
5. ADDITIONAL ENTRANCES FOR GROUND FLOOR RETAIL, COMMUNITY FACILITIES AND SECONDARY ENTRY AND EGRESS PERMITTED.
6. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES
7. ALL EXISTING CONTEXT BUILDINGS FOOTPRINT AND HEIGHT PER NYC PLUTO DATABASE
8. PLANTING LOCATIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
9. THE OPEN SPACE DESIGN SHALL SUBSTANTIALLY COMPLY WITH THE PARAMETERS SHOWN IN TABLE ON SHEET Z-508

RIVER NORTH

STATEN ISLAND BLOCK 13 LOTS 82, 92, 100 & PART OF LOT 8 (TENTATIVE LOT 95)

PROPOSED MIXED-USE BUILDINGS
24 STUYVESANT PLACE, 170 RICHMOND TERRACE,
160 RICHMOND TERRACE
STATEN ISLAND, NY

SPECIAL PERMIT DRAWING SET

fxcollaborative

STARR WHITEHOUSE LANDSCAPE ARCHITECTS AND PLANNERS PLLC

01	SPECIAL PERMIT BLOCK 13 LOT 8 OFFICE PROPOSED	[illegible]
02	SPECIAL PERMIT BLOCK 13 LOT 8 SHOPS	[illegible]
03	SPECIAL PERMIT BLOCK	[illegible]

DRAWING TITLE

Z-511 ACTIVE PUBLIC OPEN SPACE SECTIONS

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EXHIBIT E

[INTENTIONALLY OMITTED]

EXHIBIT F

FORM NOTICE OF SUBSTANTIAL COMPLETION

[Letterhead of the Chair of the City Planning Commission]

[Date]

NOTICE OF SUBSTANTIAL COMPLETION

Re: Block _____, Lot _____, New York, New York

Dear _____:

This letter constitutes the Notice of Substantial Completion of the [Publicly Accessible Area and/or Active Open Space] pursuant to Section 8 of the Restrictive Declaration made by [_____] dated as of _____, _____ (the "Declaration").

By this notice, the undersigned, for the City Planning Commission, confirms that the [Publicly Accessible Area and/or Active Open Space] (as defined in the Declaration) has been Substantially Completed (as defined in the Declaration) in accordance with all requirements of the Declaration.

Yours very truly,

_____

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

EXHIBIT G

FORM NOTICE OF FINAL COMPLETION

[Letterhead of the Chair of the City Planning Commission]

[Date]

NOTICE OF FINAL COMPLETION

Re: Block _____, Lot _____, New York, New York

Dear _____:

This letter constitutes the Notice of Final Completion of the [Publicly Accessible Area and/or Active Open Space] pursuant to Section 8 of the Restrictive Declaration made by [_____] dated as of _____, _____ (the "Declaration").

By this notice, the undersigned, for the City Planning Commission, confirms that the [Publicly Accessible Area and/or Active Open Space] (as defined in the Declaration) has been Substantially Completed (as defined in the Declaration) in accordance with all requirements of the Declaration.

Yours very truly,

_____

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

EXHIBIT H

TRAFFIC MITIGATION MEASURES [2]

~~control (AWSC) at this location.~~

Table 13-3: Summary of Recommended Traffic Mitigation Measures – Weekday AM Peak Hour

ID	Intersection Name	No-Action Signal Timing	Recommended Mitigation Measures	Recommended Signal Timing
1	Richmond Terrace & Jersey Street	EB/WB: Green = 51 s NB/SB Left-Turns: Green = 10 s NB/SB: Green = 29 s EB: Green = 10 s	(1) Shift 4 seconds from the EB phase, 4 seconds from the NB Left-Turn/SB Left-Turn phase and 1 second from the NB/SB phase to the EB/WB phase.	EB/WB: Green = 60 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 28 s EB: Green = 6 s
2	Richmond Terrace & Westervelt Avenue	EB/WB: Green = 73 s NB: Green = 37 s	(1) Shift 1 second from the NB phase to the EB/WB phase.	EB/WB: Green = 74 s NB: Green = 36 s
6	Richmond Terrace & Wall Street/Empire Mall Driveway	NB/SB: Green = 68 s WB: Green = 8 s EB/WB: Green = 29 s	(1) Shift 1 second from the NB/SB phase to the WB phase.	NB/SB: Green = 67 s WB: Green = 9 s EB/WB: Green = 29 s

Notes:
Abbreviations: EB: Eastbound; WB: Westbound; NB: Northbound; SB Southbound.
1. Table was revised for the FEIS to remove proposed mitigation measures for Intersection No. 11. In addition, proposed mitigation measures have been revised between the DEIS and FEIS for Intersection No. 1.

Table 13-4: Summary of Recommended Traffic Mitigation Measures – Weekday Midday Peak Hour

ID	Intersection Name	No-Action Signal Timing	Recommended Mitigation Measures	Recommended Signal Timing
1	Richmond Terrace & Jersey Street	EB/WB: Green = 58 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 30 s EB: Green = 6 s	(1) Shift 1 second from the NB/SB phase to the EB/WB phase.	EB/WB: Green = 59 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 29 s EB: Green = 6 s
6	Richmond Terrace & Wall Street/Empire Mall Driveway	NB/SB: Green = 63 s WB: Green = 13 s EB/WB: Green = 29 s	Unmitigable.	-
7	Victory Boulevard & Bay Street	NB/SB: Green = 26 s EB/SB Right-Turn: Green = 20 s WB: Green = 22 s East/West Crosswalk LPI: Walk = 7 s	Unmitigable.	-

Notes:
Abbreviations: EB: Eastbound; WB: Westbound; NB: Northbound; SB Southbound; LPI: Lead Pedestrian Interval
1. Table was revised for the FEIS to remove proposed mitigation measures for Intersection No. 11.

Table 13-5: Summary of Recommended Traffic Mitigation Measures – Weekday PM Peak Hour

ID	Intersection Name	No-Action Signal Timing	Recommended Mitigation Measures	Recommended Signal Timing
1	Richmond Terrace & Jersey Street	EB/WB: Green = 58 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 30 s EB: Green = 6 s	(1) Shift 1 second from the NB/SB phase to the EB/WB phase.	EB/WB: Green = 59 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 29 s EB: Green = 6 s
6	Richmond Terrace & Wall Street/Empire Mall Driveway	NB/SB: Green = 63 s WB: Green = 13 s EB/WB: Green = 29 s	Unmitigable.	-
7	Victory Boulevard & Bay Street	NB/SB: Green = 56 s EB/SB Right-Turn: Green = 20 s WB: Green = 22 s East/West Crosswalk LPI: Walk = 7 s	Unmitigable.	-

Notes:
Abbreviations: EB: Eastbound; WB: Westbound; NB: Northbound; SB Southbound; LPI: Lead Pedestrian Interval
1. Table was revised for the FEIS to remove proposed mitigation measures for Intersection No. 11.

2 As a result of project modifications proposed by the City Council, traffic mitigation for the intersection of Richmond Terrace and Jersey Street set forth in Exhibit H to the FEIS has been revised as set forth on pages 13-14 of the Technical Memo.

Table 13-6: Summary of Recommended Traffic Mitigation Measures – Saturday Midday Peak Hour

ID	Intersection Name	No-Action Signal Timing	Recommended Mitigation Measures	Recommended Signal Timing
1	Richmond Terrace & Jersey Street	EB/WB: Green = 35 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 23 s EB: Green = 6 s	(1) Shift 1 second from the NB/SB phase to the EB/WB phase.	EB/WB: Green = 36 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 22 s EB: Green = 6 s
2	Richmond Terrace & Westervelt Avenue	EB/WB: Green = 48 s NB: Green = 32 s	(1) Shift 1 second from the NB phase to the EB/WB phase.	EB/WB: Green = 49 s NB: Green = 31 s
6	Richmond Terrace & Wall Street/Empire Mall Driveway	NB/SB: Green = 40 s WB: Green = 6 s EB/WB: Green = 29 s	Unmitigable.	-
7	Victory Boulevard & Bay Street	NB/SB: Green = 26 s EB/SB Right-Turn: Green = 20 s WB: Green = 22 s East/West Crosswalk LPI: Walk = 7 s	Unmitigable.	-

Notes:

Abbreviations: EB: Eastbound; WB: Westbound; NB: Northbound; SB: Southbound; LPI: Lead Pedestrian Interval

1. Table was revised for the FEIS to remove proposed mitigation measures for Intersection No. 11.

EXHIBIT I

CONSTRUCTION TRAFFIC MITIGATION MEASURES

Table 13-11: Summary of Recommended Traffic Mitigation Measures – Weekday AM Construction Peak Hour

ID	Intersection Name	No-Action Signal Timing	Recommended Mitigation Measures	Recommended Signal Timing
1	Richmond Terrace & Jersey Street	EB/WB: Green = 51 s NB/SB Left-Turns: Green = 10 s NB/SB: Green = 29 s EB: Green = 10 s	(1) Shift 3 seconds from the NB/SB left-turn phase to the EB/WB phase.	EB/WB: Green = 54 s NB/SB Left-Turns: Green = 7 s NB/SB: Green = 29 s EB: Green = 10 s
2	Richmond Terrace & Westervelt Avenue	EB/WB: Green = 73 s NB: Green = 37 s	(1) Shift 3 seconds from the NB phase to the EB/WB phase.	EB/WB: Green = 76 s NB: Green = 34 s
6	Richmond Terrace & Wall Street/Empire Mall Driveway	NB/SB: Green = 68 s WB: Green = 8 s EB/WB: Green = 29 s	(1) Shift 1 second from the NB/SB phase to the WB phase.	NB/SB: Green = 67 s WB: Green = 9 s EB/WB: Green = 29 s

Notes:

Abbreviations: EB: Eastbound; WB: Westbound; NB: Northbound; SB: Southbound.

Table 13-12: Summary of Recommended Traffic Mitigation Measures – Weekday PM Construction Peak Hour

ID	Intersection Name	No-Action Signal Timing	Recommended Mitigation Measures	Recommended Signal Timing
1	Richmond Terrace & Jersey Street	EB/WB: Green = 58 s NB/SB Left-Turns: Green = 6 s NB/SB: Green = 30 s EB: Green = 6 s	Unmitigable.	
3	Richmond Terrace & Nicholas Street/Parking Garage Driveway	NB/SB: Green = 73 s EB/WB: Green = 37 s	(1) Shift 2 seconds from the NB/SB phase to the EB/WB phase	NB/SB: Green = 71 s EB/WB: Green = 39 s
6	Richmond Terrace & Wall Street/Empire Mall Driveway	NB/SB: Green = 63 s WB: Green = 13 s EB/WB: Green = 29 s	Unmitigable.	
7	Victory Boulevard & Bay Street	NB/SB: Green = 26 s EB/SB Right-Turn: Green = 20 s WB: Green = 22 s East/West Crosswalk LPI: Walk = 7 s	(1) Shift 3 seconds from the EB/SB right-turn phase to the NB/SB phase.	NB/SB: Green = 29 s EB/SB Right-Turn: Green = 17 s WB: Green = 22 s East/West Crosswalk LPI: Walk = 7 s

Notes:

Abbreviations: EB: Eastbound; WB: Westbound; NB: Northbound; SB: Southbound; LPI: Lead Pedestrian Interval.

OFFICE OF THE RICHMOND COUNTY CLERK
130 STUYVESANT PLACE
STATEN ISLAND, NY 10301
HON. STEPHEN J. FIALA
COUNTY CLERK

RCC-190176-238167

RECORDING ENDORSEMENT PAGE

THIS ENDORSEMENT PAGE IS PART OF THE INSTRUMENT PRESENTED FOR RECORDING. THE ENDORSEMENT PAGE AND THE DOCUMENT RECORDED WITH IT HAVE BEEN PREPARED BY THE PARTIES TO THE TRANSACTION AND/OR THEIR AGENTS. THEY ARE SOLELY RESPONSIBLE FOR THE CONTENTS THEREOF. ANY QUESTIONS ABOUT THE CONTENTS SHOULD BE ADDRESSED TO THE PARTIES AND/OR THEIR AGENTS. THE PARTIES AND/OR THEIR AGENTS REQUEST THAT THIS DOCUMENT BE INDEXED ACCORDING TO THE INFORMATION THEY ARE PROVIDING ON THIS ENDORSEMENT PAGE.

DOCUMENT SUBMITTED

OTHER

SUBMITTED FOR RECORDING BY:

CHRIS CINTRON
KENSINGTON VANGUARD NATIONAL L...
39 WEST 37TH STREET, 3RD FLOOR
NEW YORK, NY 10018

RECORD AND RETURN TO:

CHRIS CINTRON
KENSINGTON VANGUARD NATIONAL L...
39 WEST 37TH STREET, 3RD FLOOR
NEW YORK, NY10018

PROPERTY DATA BLOCKS: 1 LOTS: 4

BLOCK	LOT
13	82
13	92
13	95
13	100

PARTIES

NAME	COMPANY	PARTY
	RICHMOND SI OWNER 1 LLC	PARTY A
	RICHMOND SI OWNER 1 LLC	PARTY B

INDEXING NOTICE

THE OFFICE OF THE RICHMOND COUNTY CLERK WILL RELY UPON THE INFORMATION PROVIDED ON THIS ENDORSEMENT PAGE (INCLUDING THE SPELLING OF PARTIES' NAMES) FOR INDEXING THIS INSTRUMENT.

THIS ENDORSEMENT PAGE WILL CONTROL IN THE EVENT OF A CONFLICT BETWEEN THE ENDORSEMENT PAGE AND OTHER PARTS OF THE DOCUMENT.

PAYMENT DETAILS (NO PERSONAL CHECKS)

RECORDING FEES:	$185.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYS RETT:	$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"
NYC RPT:	$0.00	PAYABLE TO "COMMISSIONER OF FINANCE"
MORTGAGE TAX:	$0.00	PAYABLE TO "RICHMOND COUNTY CLERK"

TOTAL CHECK PAYMENTS TO A PAYEE IN EXCESS OF $20,000.00 MUST BE CERTIFIED

REVIEWED BY:

SUPERVISOR (IF REQUIRED):

FOR OFFICE USE ONLY:

Kensington Vanguard National Land Services of NY, LLC

39 West 37th Street, 3rd floor
New York, NY 10018

(212) 532-8686
Attn: Recording

Recording Memo
May 3, 2022

County: Richmond	Title No.: 528851-F-NY-CP-KV	Closing Date: April 29, 2022
Check Payee: Check Amount: $5,435.00- Richmond County Clerk	Premises: 165-185 St. Marks Place, Staten Island, NY 10301	District: Eastern Section: Block: 13 Lot(s): 8
$26,857.91- Commissioner of Finance	File Name: Richmond SI Owner 1 LLC, a Delaware limited liability company	Examiner: SJ Carroll

Please fill in the following information:
- Recording Date - Reel / Liber, and Page / Control #
(in table below)

Recording Date: _____

Please return this memo to Kensington-Vanguard with the recording information or receipt.

Document	Parties	RPT / Revenue stamp Mtg tax / RF	Reel / Liber Page/ Control #	page count and recording fees
Partial Release of Use Agreement				$ 53.00
Partial Release of Regulatory Agreement				53.00
Partial Release of Mortgage				167.00
UCC 1				**$ 40.00**
UCC 3				**$40.00**
PArtial Release of Declaration of Interest & Nominee Agreement				**$49.00**
Deed		**Commissioner of Finance $26,857.91**		**Richmond County Clerk $4,387.00**

Exhibit II				$47.00
Consent and Subordination				$ 47.00
Zoning Lot Development and Easement Agreement				$158.00
Sewer Easement Agreement				$64.00
Construction License Agreement				$ 98.00
Exhibit III				$ 47.00
Restrictive Declaration				$185.00

THIS DOCUMENT HAS A MULTI-COLORED FACE THAT CHANGES COLOR GRADUALLY. SEE LIST OF SECURITY FEATURES ON THE BACK. DO NOT CASH UNLESS ALL ARE PRESENT.

WebsterBank

BANK CHECK Xpress

166756

360 HAMILTON AVENUE
7th FLOOR
WHITE PLAINS, NY 10601

OFFICIAL CHECK

DATE 05/03/2022

REMITTER: KVNL- BUSINESS CHECKING ESCROW

PAY Twenty six thousand eight hundred fifty seven dollars and 91/100

TO THE ORDER OF ***Commissioner of Finance *** $26,857.91

MEMO: 528851

⑈166756⑈ ⑆221970443⑆ 67000 18284⑈

28136

Kensington Vanguard National Land Services of NY, LLC
Recording Account
39 West 37th Street, 3rd Floor
New York, NY 10018

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com
1-2/210

5/3/2022

PAY TO THE ORDER OF Richmond County Clerk $ **5,435.00

Five thousand four hundred thirty five and 00/100********** DOLLARS

MEMO 528851

AUTHORIZED SIGNATURE

⑈028136⑈ ⑆021000021⑆ 669579380⑈