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RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 46**

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PRESENTER:

DATATRACE PICK-UP (DATATRACE)
32 COURT STREET STE 205
LAND RECORDS NYFA20-2311
BROOKLYN, NY 11201
000-000-0000
TASHAWNA.MOORE@REDVISION.COM

RETURN TO:

KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10036

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	3766	1	Entire Lot	515 BLAKE AVENUE

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:
HELP 515 BLAKE AVENUE HOUSING DEVELOPMENT FUND
CORPORATION C/O H.E.L.P. DEVEOPMENT
CORP, 115 EAST 13TH STREET

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	262.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00

NYC Real Property Transfer Tax: $ 0.00

NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
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City Register File No.(CRFN): **2021000110337**

City Register Official Signature

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

KINGS COUNTY

BLOCK 3766, LOT 1

RECORD AND RETURN TO:

KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
ATTENTION: EUGENE C. TRAVERS, ESQ.

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT (this "**Declaration**") is made as of the 7th day of December, 2020, by **HELP 515 BLAKE AVENUE HOUSING DEVELOPMENT FUND CORPORATION**, a not-for-profit corporation established pursuant to the laws of the State of New York, having an address at c/o H.E.L.P. Development Corp., 115 East 13th Street, New York, NY 10003 ("**Declarant**").

W I T N E S S E T H:

WHEREAS, the Declarant is the fee owner of certain real property located in the Borough of Brooklyn, County of Kings, City and State of New York, identified on the Tax Map of the City of New York, County of New York ("**Tax Map**") as Block 3766, Lot 1, which real property is more particularly described in **Exhibit A** annexed hereto and made a part hereof (the "**Subject Property**"); and

WHEREAS, the Declarant acquired the Subject Property from the City of New York pursuant to the Urban Development Action Area Project designation, project approval and disposition of City-owned property ("**UDAAP and Disposition**"); and

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

WHEREAS, in connection with the Proposed Development, the New York City Department of Housing Preservation and Development filed applications with the New York City Department of City Planning for approval by the New York City Planning Commission (the "**Commission**") of: (i) the UDAAP and Disposition (C 190409 HAK); (ii) a Zoning Map Amendment to change the Subject Property from a C4-3 district, an R6 district and an R6/C2-3 district to an R6A district at the midblock and R7D/C2-4 districts along the Avenues (C 190410 ZMK) (the "**Zoning Map Amendment**"); (iii) a Zoning Text Amendment to Appendix F of the Zoning Resolution to establish a Mandatory Inclusionary Housing Area (N 190411 ZRK) (the "**Zoning Text Amendment**"); and (iv) a Special Permit, pursuant to ZR Section 74-743(a)(1), to allow for distribution of floor area without regard for district boundary lines, contrary to the provisions set forth in ZR Section 77-22 (C 190421 ZSK) (the "**Large-Scale Special Permit**"); (collectively, the "**Land Use Applications**"); and

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

WHEREAS, all parties in interest (as such term is defined in the definition of "zoning lot" in ZR Section 12-10) to the Subject Property as shown on the Certification of Parties in Interest prepared by Land Services USA, Inc., as agent for First American Title Insurance Company National Commercial Services, dated as of the date hereof, and attached hereto as **Exhibit B**, have joined in this Declaration or have waived their respective rights to execute this Declaration by written instrument annexed hereto as **Exhibit C** (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. **Designation of Large-Scale General Development.** Declarant hereby declares and agrees that, following the Effective Date (as defined in **Section 4** hereof), the Subject Property, if developed pursuant to the Large-Scale Special Permit, shall be treated and developed as a "large-scale general development", as such term is defined in the Zoning Resolution in effect on the Effective Date, and shall be developed and enlarged as a single unit.

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

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

Drawing No.	Title	Last Revised Date
U-001	PROPOSED SITE PLAN	05/15/2019
Z-001	ZONING ANALYSIS	05/15/2019

U-004	SECTIONS I	05/15/2019
U-005	SECTIONS II	05/15/2019

(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, easement, limitation or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the Subject Property as a large-scale general development as set forth herein.

3. **Binding Effect.** The restrictions, covenants, rights and agreements set forth in this Declaration shall be binding upon Declarant and any successor or assign of Declarant, and any party acquiring an interest in any portion of the Subject Property (which party shall be deemed a Declarant for the purposes of this Declaration) only for the period during which such Declarant, or such Declarant's successor or assign, is the holder of a fee interest in the Subject Property and only to the extent of such Declarant's, or Declarant's successor's or assign's, interest in the Subject Property. At such time as a Declarant, or Declarant's successor or assign, no longer holds an interest in the Subject Property, such Declarant's, or Declarant's successor's or assign's, obligations and liability under this Declaration shall wholly cease and terminate and the party succeeding such Declarant, or Declarant's successor or assign, shall assume the obligations and liability of Declarant, or Declarant's successor or assign, pursuant to this Declaration.

4. **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 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 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 (herinafter 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**. Declarant shall 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 on or after the date of the disposition of the Subject Property pursuant to the UDAAP and Disposition. Declarant shall deliver to the Commission a copy of all such documents, as recorded, certified by the Register's Office, promptly upon receipt of such documents from the Register's Office. 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.

5. **Limitation of Liability and Indemnification**.

(a) **Limitation of Liability**. The City shall look solely to the fee estate and interest of Declarant and any and all of its successors and assigns in the Subject Property, on an *in rem* basis only, for the collection of any money judgment recovered against Declarant or its successors and assigns, and no other property of Declarant or its principals, partners, shareholders, directors, members, officers or employees or successors and assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Declarant shall have no personal liability under this Declaration. In the event that any building in the Proposed Development is converted to condominium form of ownership, every condominium unit (other than an Affordable Housing Unit, as herein defined) 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's Individual Assessment Interest (defined hereinafter), and provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Proposed Development and not against selected individual units only. The "**Individual Assessment Interest**" shall mean each unit's percentage interest in the common elements of the condominium in which such condominium unit is located. ("**Affordable Housing Unit**" shall mean (i) an individual residential

apartment consisting solely of "Affordable Housing" as such term is defined in Section 23-911 of the Zoning Resolution, or (ii) a "Super's Unit" as such term is defined in Section 23-911 of the Zoning Resolution.) The City agrees that, prior to enforcing its rights against an individual unit owner, the City shall first attempt to enforce its rights under this Declaration against Declarant and the boards of managers of any condominium, as applicable. 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.

(b) **Indemnification.**

(i) 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.

(ii) 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. No such claim or action shall be settled without the written consent of Declarant, unless (i) Declarant is indemnified fully pursuant to this Section, and (ii) Declarant has no obligation under the settlement, financial or otherwise.

6. **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:

Help 515 Blake Avenue Housing Development Fund Corporation
c/o H.E.L.P. USA, Inc.
115 East 13th Street
New York, New York 10003
Attn: David Cleghorn

with a copy to:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attn: Eugene C. Travers, 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, including any 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 6**.

Declarant, Commission, any Party-in-Interest, and any Mortgagee may, by notice provided in accordance with this **Section 6**, change any name or address for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (i) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall he deemed delivered for all purposes hereunder five days after being

actually mailed; (ii) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (iii) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from Commission to a Declarant shall also be sent to every Mortgagee of whom Commission has notice, and no Notice shall be deemed properly given to a Declarant without such notice to such Mortgagee(s). In the event that there is more than one Declarant at any time, any Notice from the City or the Commission shall be provided to all Declarants of whom Commission has notice.

7. **Enforcement, Defaults and Remedies.**

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

(b) **No Enforcement by Third Parties.** Notwithstanding any provision of this Declaration to the contrary, only Declarant, Declarant's successors and assigns, and the City, acting through CPC, shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Land Use Applications. 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 the Large-Scale Special Permit, 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 occupany for such lot(s) or portion(s) of lots, and only seek to impose a fine, lien or other penalty on such lot(s) or portion(s) of a lot, and any such event or occurrence shall not provide the basis for denial or

revocation of the Large-Scale Special Permit approved by the Land Use Applications or building permits or certificates of occupancy, or the imposition of any fine, lien or other penalty, with respect to other lot(s) or portion(s) of a lot comprising a portion of the Proposed Development for which no such failure to comply has occurred. This Declaration shall not create any enforceable interest or right in any person, other than Declarant and any Mortgagee, 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 Land Use 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 or shortened in accordance with the preceding clause) shall be extended for so long as Declarant, any Party-in-Interest or Mortgagee continues to proceed diligently with the effectuation of such cure, as reasonably determined by the City. In the event ownership of any of the lots comrpising 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 6** 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 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 7(f)** 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.

(f) **Uncontrollable Circumstances**.

(i) In the event that, as the result of an Uncontrollable Circumstance, Declarant is unable to perform or complete any obligation (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 of the Commission (the "**Chair**") as soon as reasonably possible after the occurrence of such Uncontrollable Circumstance becomes apparent to Declarant, request that the Chair certify the existence of such Uncontrollable Circumstance (a "**Delay Notice**"). 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 the New York City Department of Buildings ("**DOB**") that a building permit, temporary certificate of occupancy or a permanent certificate of occupancy (as applicable) may be issued for any buildings, or portions thereof, located within the Subject Property. Upon cessation of the Uncontrollable Circumstance, Declarant shall promptly recommence its

obligations under this Declaration subject to the Uncontrollable Circumstance. 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 upon the cessation of the Uncontrollable Circumstance. Declarant shall be obligated to re-commence its obligations under this Declaration subject to the Uncontrollable Circumstance 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 its obligations under this Declaration subject to the Uncontrollable Circumstance within three (3) months after the cessation of the Uncontrollable Circumstance (as reasonably determined by the Chair), the City may undertake performance of any such obligation, and draw upon the aforesaid security, to the extent required to complete such obligations. Upon completion of such obligations by 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 Declarant 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 party.

(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 Agency (as herein defined); (v) undue material delay in the issuance of approvals by any Agency, provided that such delay is not caused by any act or omission of Declarant; (vi) enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) fire or other casualty; (viii) a taking of the whole or any portion of the Subject Property by condemnation or eminent domain; (ix) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (x) unforeseen underground or soil conditions, provided that Declarant did not and could not reasonably have anticipated the existence thereof as of the date hereof; (xi) the denial of access to adjoining real property, notwithstanding the existence of a right of access to such real property in favor of Declarant arising by contract, this Declaration; or applicable law, (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; or (xiii) orders of any court of competent jurisdiction, including, without limitation, any litigation which results in an injunction or restraining order prohibiting or otherwise delaying the construction of any portion of the Subject Property.

8. **Applications.**

(a) Declarant 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. Nothing in this Declaration, including but not limited to the declaration and covenant made in **Section 1** hereof to develop and enlarge the Subject Property as a single unit, shall be construed to prohibit or preclude Declarant from filing for, or DOB from issuing, any permit for all or any portion of the Proposed Development, in such phase or order as the Declarant sees fit in the Declarant's sole discretion.

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

9. **Amendment, Modification and Cancellation.**

(a) This Declaration may be amended, cancelled, or modified upon application by Declarant and upon the express written approval of the Commission or an agency succeeding to CPC'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, in his or her sole judgment, deems to be a minor amendment or 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 an individual unit owner) shall hold any fee interest in the Subject Property, or any portion thereof, (i) all individual unit owners, and (ii) all boards of managers of any condominium or cooperative association, hereby (x) irrevocably consent to any amendment, modification, cancellation, revision or other change in this Declaration by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominate, constitute and appoint Declarant, their true and lawful attorney-in-fact, coupled with an

interest, to execute any document or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

(d) Notwithstanding anything to the contrary contained in this Declaration, if the Land Use Applications, as approved or modified by the City Council, are declared invalid or otherwise voided by a final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal has been taken within the applicable statutory period provided for such appeal, then, upon entry of said judgment or the expiration of the applicable statutory period for such appeal, this Declaration shall be cancelled and shall be of no further force or effect and an instrument discharging it may be recorded by Declarant. 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 9**.

10. 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.

11. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

12. 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.

13. 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.

14. 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.

15. **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.

16. **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.

17. **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 have executed this Declaration as of the date first written above.

HELP 515 BLAKE AVENUE HOUSING DEVELOPMENT FUND CORPORATION

By: _____
Name: David Cleghorn
Title: Vice President

STATE OF New Jersey)
) ss.:
COUNTY OF Essex)

On the 7th day of December, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared DAVID CLEGHORN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

JESSICA L. WATLEY
NOTARY PUBLIC
STATE OF NEW JERSEY
COMMISSION EXPIRES
NOVEMBER 10, 2023

EXHIBIT A

SUBJECT PROPERTY DESCRIPTION

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

BEGINNING at a point on the westerly side of Hinsdale Street, distant 50 feet northerly from the corner formed by the intersection of the westerly side of Hinsdale Street and the northerly side of Blake Avenue;

RUNNING THENCE westerly parallel with Blake Avenue and part of the distance through a party wall, 100 feet;

THENCE southerly parallel with Hinsdale Street, 50 feet to the northerly side of Blake Avenue;

THENCE westerly again parallel with Blake Avenue, 100 feet, to the corner formed by the intersection of the northerly side of Blake Avenue and the easterly side of Snediker Avenue;

THENCE northerly parallel with Snediker Avenue, 500 feet, to the corner formed by the intersection of the easterly side of Snediker Avenue and the southerly side of Sutter Avenue;

THENCE easterly parallel with Sutter Avenue, 200 feet, to the corner formed by the intersection of the southerly side of Sutter Avenue and the westerly side of Hinsdale Street;

THENCE southerly parallel to Hinsdale Street, 450 feet, to the point or place of BEGINNING.

EXHIBIT B

CERTIFICATION OF PARTIES-IN-INTEREST

(SEE ATTACHED)

EXHIBIT I

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

Land Services USA, Inc., as agent for First American Title Insurance Company, a title insurance company licensed to do business in the State of New York and having its principal office at 1835 Market Street, Suite 420, Philadelphia, PA 19103, hereby certifies that as to the land hereafter described being a tract of land, either un-subdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of **HELP 515 Blake Avenue Housing Development Fund Corporation**, that all the parties in interest consisting of a "party in interest" as defined in Section 12-10, subdivision (C) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

	NAME:	NATURE OF INTEREST	DOCUMENT
1)	HELP 515 Blake Avenue Housing Development Fund Corporation	Fee interest	Recorded 12/1/2020 in CRFN2020000338971
2)	The City of New York, acting by and through its Department of Housing Preservation and Development	Mortgage	Recorded 12/1/2020 in CRFN2020000338974
3)	Low Income Investment Fund	Building Loan Mortgage	Recorded 1/7/2021 in CRFN 2021000006034
4)	Low Income Investment Fund	Project Loan Mortgage	Recorded 1/7/2021 in CRFN 2021000006035

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Number 1 in Block 3766 on the Tax Map of the City of New York, Kings County and more particularly described as follows:

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

BEGINNING at a point on the westerly side of Hinsdale Street, distant 50 feet northerly from the corner formed by the intersection of the westerly side of Hinsdale Street and the northerly side of Blake Avenue;

RUNNING THENCE westerly parallel with Blake Avenue and part of the distance through a party wall, 100 feet;

THENCE southerly parallel with Hinsdale Street, 50 feet to the northerly side of Blake Avenue;

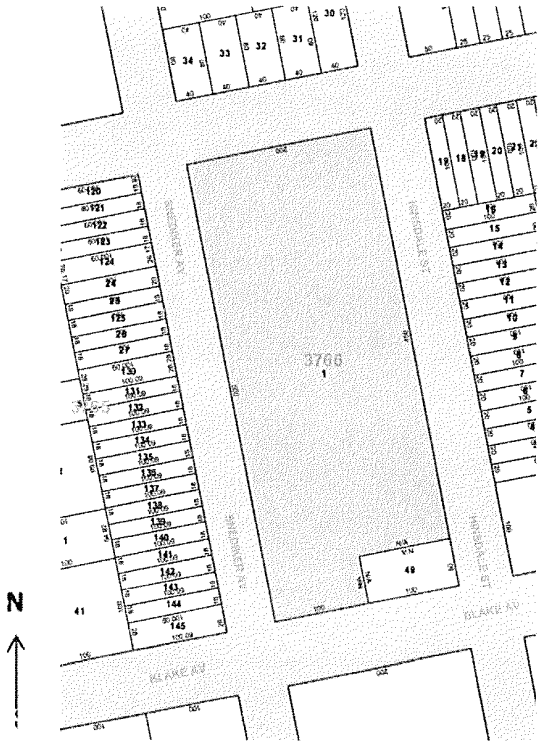
THENCE westerly again parallel with Blake Avenue, 100 feet, to the corner formed by the intersection of the northerly side of Blake Avenue and the easterly side of Snediker Avenue;

THENCE northerly parallel with Snediker Avenue, 500 feet, to the corner formed by the intersection of the easterly side of Snediker Avenue and the southerly side of Sutter Avenue;

THENCE easterly parallel with Sutter Avenue, 200 feet, to the corner formed by the intersection of the southerly side of Sutter Avenue and the westerly side of Hinsdale Street;

THENCE southerly parallel to Hinsdale Street, 450 feet, to the point or place of BEGINNING.

That the said premises are known as and by street addresses 515 Blake Avenue, Brooklyn, NY 11207, as shown on the following diagram:



CERTIFIED: This 15th day of January, 2021, to the applicant for certification.

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 HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

Land Services USA, Inc.

BY: _____

Adam D. Schneider, Authorized Signatory

STATE OF PENNSYLVANIA)
)
COUNTY OF PHILADELPHIA) SS:

On the 15, day of January, 2021, before me, the undersigned, personally came Adam D. Schneider, personally known to me or proved to me 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 as authorized signatory for Land Services USA, Inc., and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Commonwealth of Pennsylvania - Notary Seal
Christine M. Ormando, Notary Public
Philadelphia County
My commission expires October 23, 2024
Commission number 1385926
Member, Pennsylvania Association of Notaries

Christine M Ormando
NOTARY PUBLIC

EXHIBIT C

WAIVERS AND SUBORDINATION

(SEE ATTACHED)

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE, made as of this 15th day of January, 2021 by LOW INCOME INVESTMENT FUND, a California nonprofit public benefit corporation (the "Mortgagee"), having its principal place of business at 49 Stevenson Street, Suite 300, San Francisco, California 94105.

W I T N E S S E T H:

WHEREAS, the Mortgagee is the lawful holder of those certain mortgages, each dated as of December 3, 2020 (collectively the "Mortgage") made by HELP 515 Blake Avenue Housing Development Fund Corporation, a New York not-for-profit corporation (the "Mortgagor"), in favor of the Mortgagee, in the original principal amounts of $2,510,647.00 and $207,328.00, recorded in the Office of the Register/Clerk of the City of New York, County of Kings, on January 7, 2021 as CRFN 2021000006034 and CRFN 2012000006035; and

WHEREAS, the Mortgage encumbers all or a portion of the property (the "Premises") known as Block 3766, Lot 1 on the Tax Map of the City of New York, County of Kings, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property is the subject of a restrictive declaration dated as of the date hereof (the "Declaration"), made by Mortgagor; and

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

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

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

NOW, THEREFORE, the Mortgagee (i) hereby waives any rights it has to execute, and consents to the execution by the Mortgagor of, the Declaration and (ii) hereby agrees that the Mortgage, any liens, operations and effects thereof, and any extensions, renewals, modifications and consolidations of the Mortgage, shall in all respects be subject and subordinate to the terms and provisions of the Declaration.

This Waiver of Execution of Restrictive Declaration and Subordination of Mortgage shall be

binding upon the Mortgagee and its heirs, legal representatives, successors and assigns.

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

MORTGAGEE:

LOW INCOME INVESTMENT FUND

By: _____
Name: IVAN LEVI
Title: SENIOR LOAN OFFICER

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

On the 15th day of January in the year 2020 before me, the undersigned, a notary public in and for said State, personally appeared Ivan Levi 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 she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Brenda DeCommer
Notary Public

Brenda DeCommer
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DE6249869
Qualified in Kings County
Commission Expires October 17, 2023

SCHEDULE A

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

BEGINNING at a point on the westerly side of Hinsdale Street, distant 50 feet northerly from the corner formed by the intersection of the westerly side of Hinsdale Street and the northerly side of Blake Avenue;

RUNNING THENCE westerly parallel with Blake Avenue and part of the distance through a party wall, 100 feet;

THENCE southerly parallel with Hinsdale Street, 50 feet to the northerly side of Blake Avenue;

THENCE westerly again parallel with Blake Avenue, 100 feet, to the corner formed by the intersection of the northerly side of Blake Avenue and the easterly side of Snediker Avenue;

THENCE northerly parallel with Snediker Avenue, 500 feet, to the corner formed by the intersection of the easterly side of Snediker Avenue and the southerly side of Sutter Avenue;

THENCE easterly parallel with Sutter Avenue, 200 feet, to the corner formed by the intersection of the southerly side of Sutter Avenue and the westerly side of Hinsdale Street;

THENCE southerly parallel to Hinsdale Street, 450 feet, to the point or place of BEGINNING.

WAIVER OF EXECUTION OF DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

The City of New York (the "City"), acting by and through its Department of Housing Preservation and Development ("HPD"), having an address at 100 Gold Street, New York, New York 10038, being a "party in interest" as defined in Section 12-10 of the Zoning Resolution of the City of New York effective December 15, 1961, as amended (the "Zoning Resolution"), with respect to the tract of land known as Tax Lot 1 in Block 3766 on the Tax Map of the City of New York, County of Kings (the "Tax Map"), as more particularly described in **Exhibit "A"** annexed hereto (the "Land"), hereby acknowledges that the Land has been declared to be one zoning lot for the purpose of, and in accordance with, the provisions of the Zoning Resolution, and does hereby waive its right to execute a Declaration of Large-Scale General Development, dated as of the date hereof, made by HELP 515 Blake Avenue Housing Development Fund Corporation (the "Owner"), intending to be recorded prior to or simultaneously herewith, shall have the effect therein set forth (the "Declaration").

With respect to that certain Enforcement Mortgage in the amount of $22,839,999.00, dated as of November 16, 2020, made and executed by Owner, to the City, acting by and through HPD, duly recorded in the Office of the Register of the City of New York, County of Kings, on December 1, 2020, as CRFN 2020000338974 (the "HPD Mortgage"), HPD hereby agrees that the Declaration shall survive any HPD Mortgage foreclosure proceeding, any foreclosure sale, or any delivery of any deed in lieu of foreclosure that may occur with respect to any portions of the Land.

This waiver constitutes a covenant running with the land and the undersign's interest therein, and shall bind upon the undersigned and its successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12 day of March, 2021.

THE CITY OF NEW YORK, acting by and through its DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

By: _____
Name: Beverly Paige Strackman
Title: Assistant Commissioner

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF Kings)

On the 12 day of March in the year 2021, before me, a Notary Public in and for said State, the undersigned, personally appeared **Beverly Paige Strackman**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Saely Terrero
Notary Public - State of New York
No. 01TE6295453
Qualified in Queens County
Commission Expires January 06, 2022

EXHIBIT D

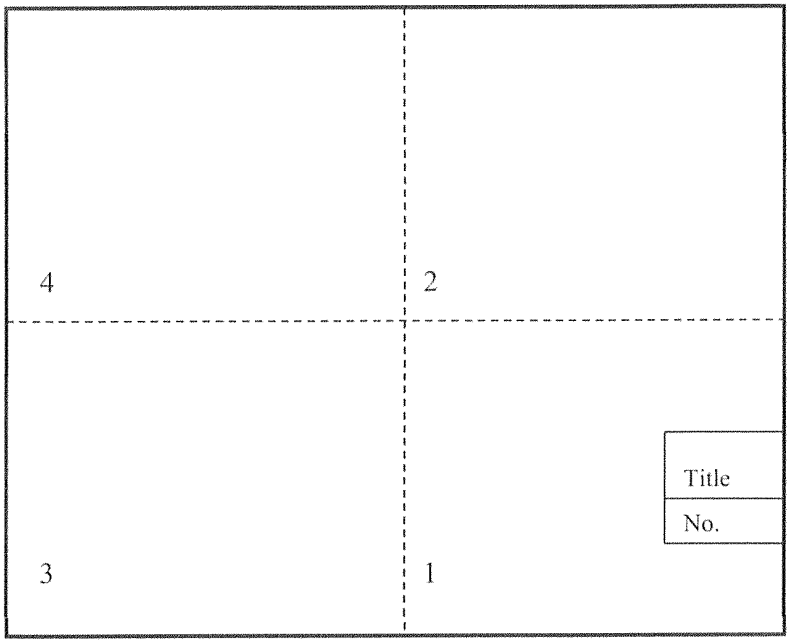
PLANS

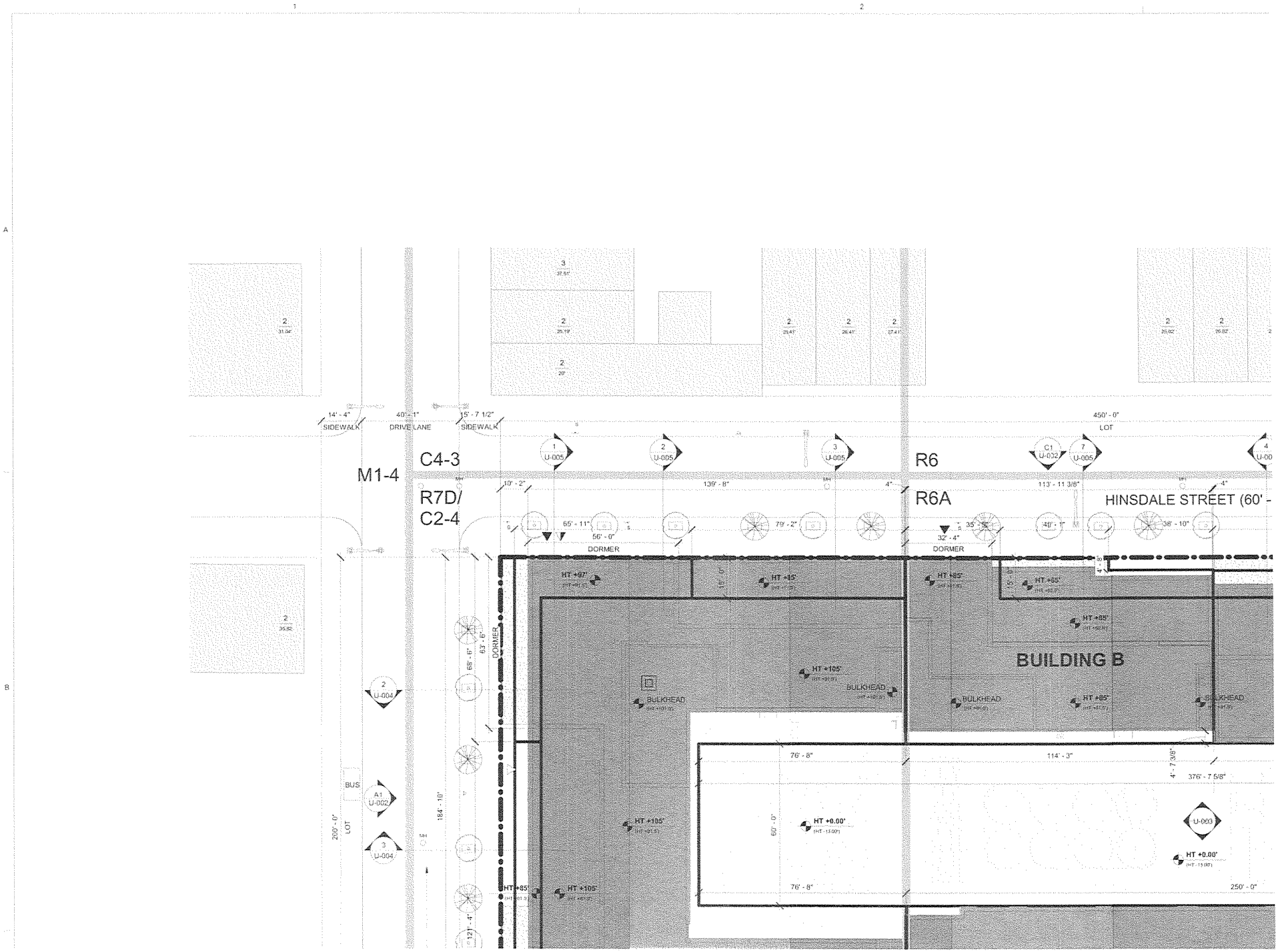
(SEE ATTACHED)

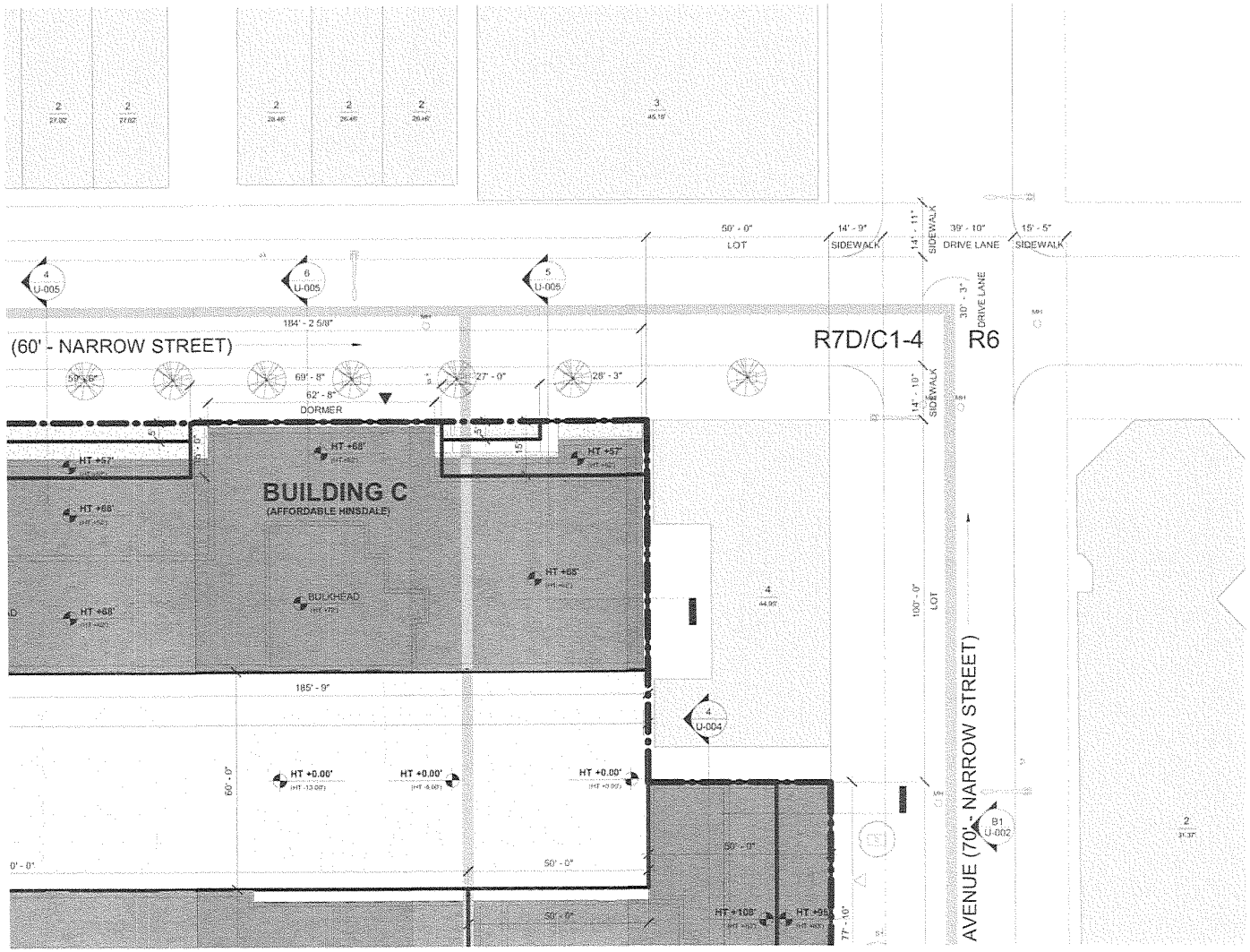
Exhibit D

Plans

Order of Plan Segments:




M1-4
C4-3
R7D/
C2-4
R6
R6A
HINSDALE STREET (60' -
BUILDING B
SIDEWALK
DRIVE LANE
SIDEWALK
LOT
DORMER
DORMER
BULKHEAD
BULKHEAD
BULKHEAD
BULKHEAD
BUS
LOT
HT +97'
HT +85'
HT +105'
HT +0.00'
HT +0.00'
HT +85'
HT +105'
HT +85'
HT +85'
HT +85'
HT +85'
HT +85'
HT +105'
HT +105'
HT +85'
HT +0.00'
HT +0.00'
450' - 0"
139' - 8"
113' - 11 3/8"
76' - 8"
114' - 3"
376' - 7 5/8"
250' - 0"
184' - 10"
200' - 0"
63' - 6"
68' - 6"
60' - 0"
56' - 0"
32' - 4"
65' - 11"
79' - 2"
38' - 10"
14' - 4"
40' - 1"
15' - 7 1/2"
10' - 2"
4"
4' - 7 3/8"
121' - 4"

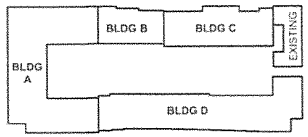


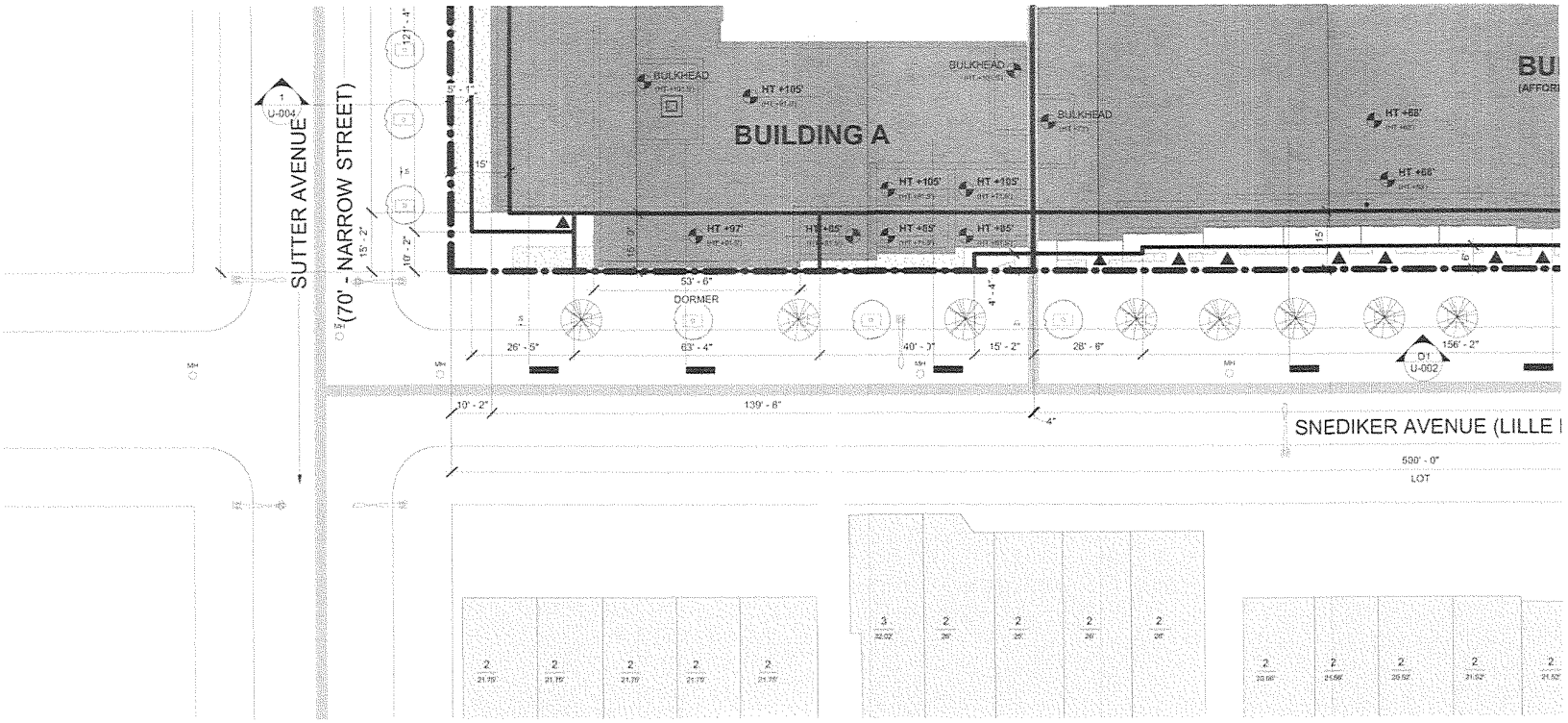
BLAKE AVE

515 Blake Ave, Brooklyn, NY 11207

Architect
CURTIS + GINSBERG ARCHITECTS LLP
299 Broadway, Suite 1107
New York, New York 10007
Landscape Architect
Terrain-NYC
203 Lafayette Street, 5th Floor
New York, NY 10012

KEY PLAN



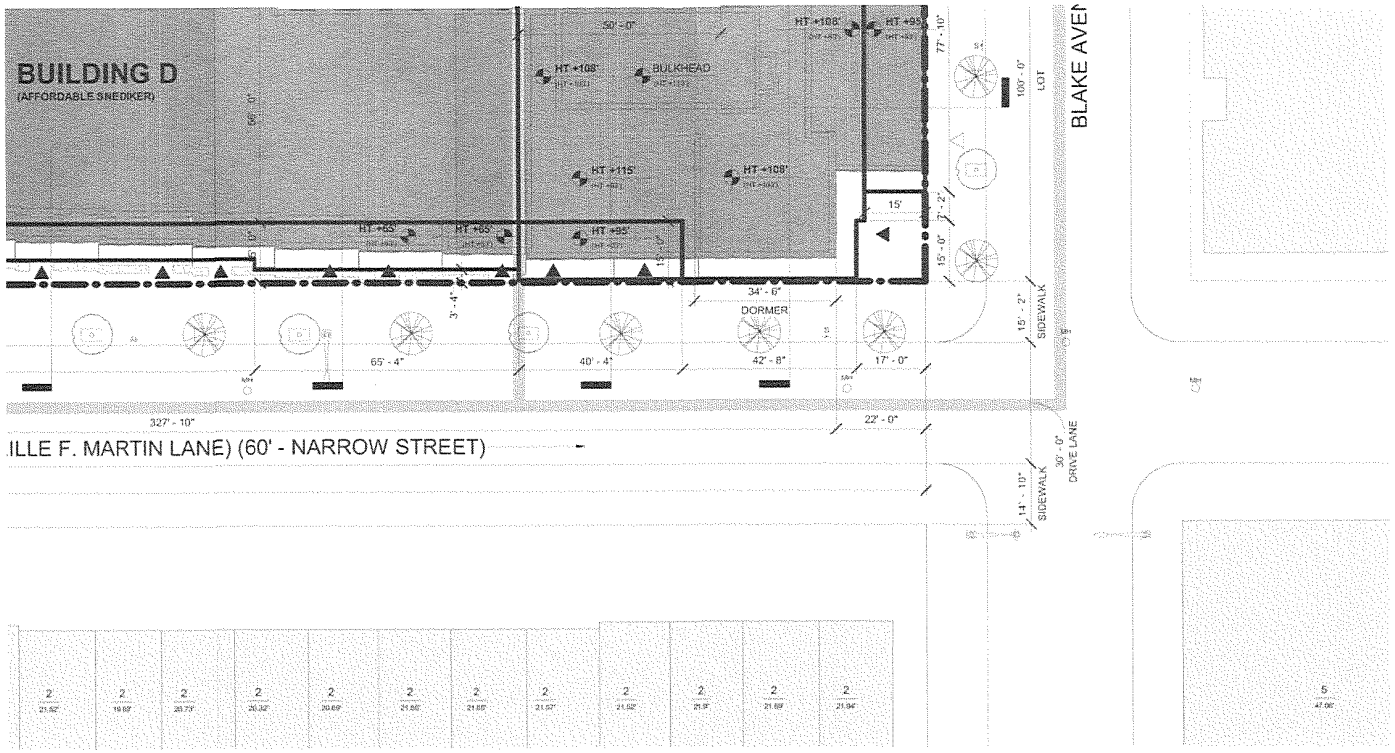


1 U-001 SITE PLAN
1" = 20'-0"

LEGEND

- COMMERCIAL ACCESS POINT
- RESIDENTIAL ACCESS POINT
- R7/C2-3 — ZONING DISTRICT
- 2/20 — # OF STORIES / BUILDING HEIGHT
- ROAD DIRECTION
- ZONING LOT LINE/DEVELOPMENT SITE
- ZONING DISTRICT BOUNDARY
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- STREET LAMP
- TRAFFIC LIGHT
- COMMUNITY ACCESS POINT
- FIRE HYDRANT
- PROPOSED NEW STREET TREE
- EXISTING STREET TREE
- MH — EXISTING MANHOLE
- S — EXISTING SIGN
- HT +100.50' — MAXIMUM BUILDING ENVELOPE HEIGHT / ILLUSTRATIVE BUILDING ENVELOPE HEIGHT
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT (ILLUSTRATIVE)
- PLANTING
- BUS — EXISTING BUS STOP

BUILDING A - FAMILY SHELTER BUILDING
BUILDING B - SUPPORTIVE HOUSING BUILDING
BUILDING C - AFFORDABLE HOUSING BUILDING
BUILDING D - AFFORDABLE HOUSING BUILDING



NG

UILDING

BUILDING HINSDALE

BUILDING SNEDIKER

GENERAL NOTES:

1. BUILDING SHOWN WITHIN THE ZONING ENVELOPE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE.
2. LANDSCAPE AND HARDSCAPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PENDING FINAL DESIGN.
3. STREET TREE LOCATIONS AND QUANTITIY ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PENDING FINAL DESIGN.
4. GRAPHIC SCALE APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS.
5. ALL ENTRANCE LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSE ONLY AND ARE SUBJECT TO CHANGE.

0' 10' 20' 40'

N

No.	Date	Revision
5.	05/15/19	ULURP SUBMISSION 4
4.	05/09/2019	ULURP SUBMISSION 3
3.	04/15/2019	ULURP SUBMISSION 2
2.	01/16/2019	HPD-ULURP RESUBMISSION
1.	03/05/2018	HPD-ULURP SUBMISSION

No.	Date	Submission

Title:

PROPOSED SITE PLAN

© 2019 CURTIS + GINSBERG ARCHITECTS LLP

Job No.: 1603

Scale: As indicated

Drawn By: DVO

Checked By: MM

U-001.

Sheet No.: 2 of 13

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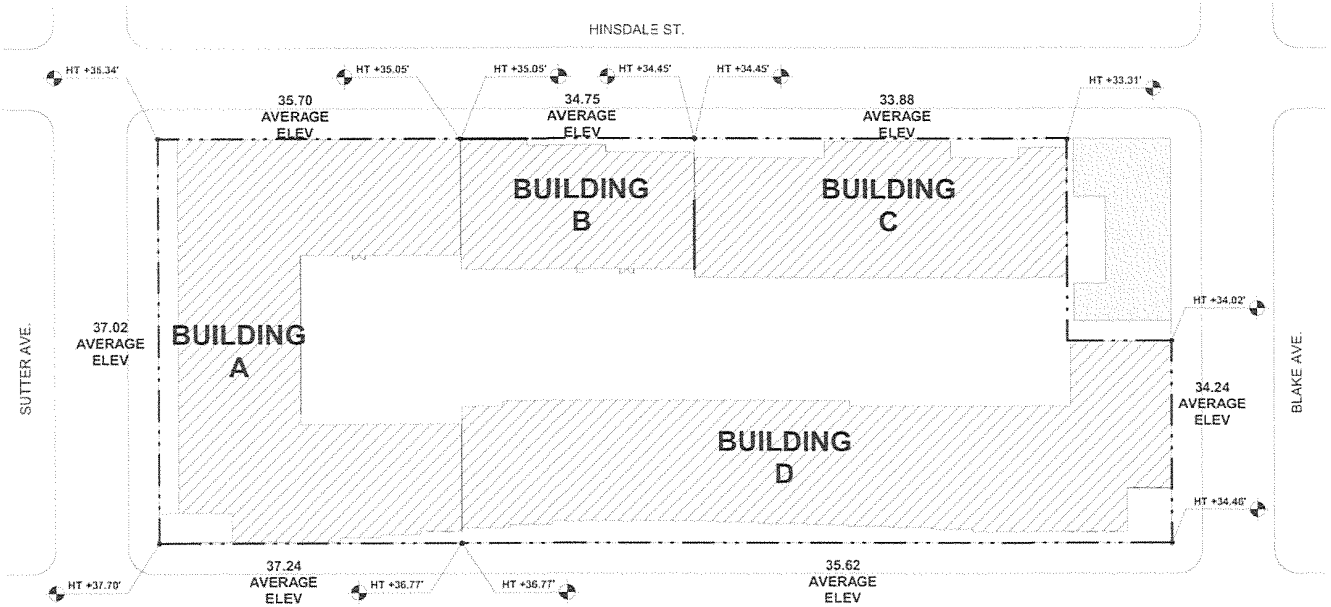

1 Z-001 AVERAGE CURB LEVEL
1" = 40'-0"

Base Plane Calculations:
(defined as per ZR 12-10)

Building A	Building B	Building C	Building D
Hinsdale St: <36.34> + <35.05>) / 2 = <35.70> Sutter Ave: <36.34> + <37.70>) / 2 = <37.02> Snediker Ave. (Lillie F. Martin Lane): <37.70> + <36.77>) / 2 = <37.24>	Hinsdale St: <35.05> + <34.45>) / 2 = <34.75>	Hinsdale St: <34.45> + <33.31>) / 2 = <33.88>	Snediker Ave. (Lillie F. Martin Lane): <36.77> + <34.46>) / 2 = <35.62> Blake Ave: <34.46> + <34.02>) / 2 = <34.24>
Average Grade for Building A: <35.70> + <37.02> + <37.24>) / 3 = <36.65>	Average Grade for Building B: <34.75>	Average Grade for Building C: <33.88>	Average Grade for Building D: <35.62> + <34.24>) / 2 = <34.93>

Note:
Elevations are base on designed builders pavement plans for the site

M1-4	C4-3	R6	HINSDALE ST.		
	R7D/C2-4	R6A		R7D/C1-4	R6

Project	515 Blake Ave. / HELP
Address	515 Blake Avenue, Brooklyn
Borough	Brooklyn
Block	3766
Lot	1

Section	Item
Map 17d	Zoning District
	Zoning Lot Area
	Lots Divided by District
77-02	Zoning Lots not Existing
	Use
32-00 / 22-10	Uses Permitted
	Uses Proposed
	FAR & Floor Area
	FAR Permitted
33-121	
33-121 (d) / 23-153	
23-154	
	Floor Area permitted
	ZFA tran
	Total permitt
	Maximum Floo
	FAR Proposed
	Floor Area Proposed
35-40	Density
	Max. permitted
	Proposed D
23-22 / 23-24	Proposed Commu
	Available
	Residential Dwelling Un
	Residential Dwelling Un
23-153	Lot Coverage
	Lot Coverage permitted
	Maximur
	Maximum Throug
	Lot Coverage proposed
	Propose
	Proposed Throug
	Yards (Residential)
	Required Yards
35-52 / 23-46	
23-533	Rear yard E
23-47	
	Proposed Yards
	Rear yard E
33-011 & 35-61	Height and Setback
	Required height & Setb
23-662 & 664	
35-652 & 654	
	Ma
	Maxim
	Proposed Height & Set
33-03	Street Trees
26-41	Street Trees Required
	Street Trees Proposed
	Parking

LIST OF REQUIRED ACTIONS
1. URBAN DEVELOPMENT ACTION AREA PROGRAM (UDAAP) DESIGNATION AND PROJECT APPROVAL.
2. DISPOSITION OF CITY-OWNED PROPERTY
3. ZONING MAP AMENDMENT TO REZONE THE DEVELOPMENT SITE FROM C4-3,R6, R6/C2-3. TO R7D/C2-4 &R6A
4. ZONING TEXT AMENDMENT TO DESIGNATE THE DEVELOPMENT SITE AS A MANDATORY INCLUSIONARY HOUSING AREA
5. GENERAL LARGE SCALE DEVELOPMENT SPECIAL-PERMIT FOR DISTRIBUTION OF FLOOR AREA O NTHE ZONING LOT.

LP I
ooklyn NY

	Parcel 1 (Sutter Ave)	Parcel 2 (Mid-Block)	Parcel 3 (Blake Ave)	Total	Comments
	R7D / C2-4 & MIH	R6A & MIH	R7D / C1-4 & MIH		
					Refer to Parcel plan
Corner Lot	20,000	0	10,000	30,000	
Through Lot	10,000	50,000	0	60,000	
Interior Lot	0	0	5,000	5,000	
Total Lot Area	30,000	50,000	15,000	95,000	
District Boundaries					
Existing Prior to 12/15/1961					Each portion of zonign lot regulated by the provisions of the district in which such portion is located.
	1,2,3,4,6,8,9,14	1,2,3,4	1,2,3,4,6		
	3,4,6	2,3,4	2,6		Complies
a					
Commercial	2.00	N/A	2.00		
Community Facility	4.20	3.00	4.20		
Residential (MIH)	5.60	3.60	5.60		
Maximum all uses	5.60	3.60	5.60		
itted					
Commercial	60,000	0	30,000	90,000	
Community Facility	126,000	150,000	63,000	339,000	
Residential (MIH)	168,000	180,000	84,000	432,000	
Maximum all uses	168,000	180,000	84,000	432,000	
FA transfer from Parcel 2 & 3	23,000	-20,000	-3,000		See req'd Actions pursuant to Special Permit for Community Facility on Parcel 1
ermitted Community Facility	149,000	130,000	60,000		
um Floor Area (with Transfer)	168,000	180,000	84,000	432,000	
					FAR for Community Facility on Parcel 1 does not comply. Special Permit Required.
Commercial	0.47	0.00	0.14		
Community Facility	4.39	0.00	0.00		
Residential	0.00	3.20	5.26		
Total all uses	4.86	3.20	5.40		
osed					
Commercial	14,189	0	2,106	16,295	Parcel 1 portion of site does not comply for Community Facility. See Req'd Actions pursuant to special permit for transfer of floor area.
Community Facility	131,729	0	0	131,729	
Residential (MIH)	0	160,242	78,823	239,065	
Total all uses	145,918	160,242	80,929	387,089	
mitted residential floor area	168,000	180,000	84,000	432,000	
posed Commercial Floor Area	(14,189)	0	(2,106)	(16,295)	
Community facilty Floor Area	(131,729)	0	0	(131,729)	
ailable Residential Floor Area	22,082	180,000	81,894	283,976	
Factor	680	680	680	680	
lling Units Permitted	32	265	120	418	
lling Unit Proposed					
Units per building	0	233	93	326	Complies
rmitted					
laximum Corner Lot Coverage	N/A	N/A	100%		
Through Lot/Interior Lot Cov.	N/A	65%	65%		
oposed					
roposed Corner Lot Coverage	N/A	N/A	73%		Complies. Refer to Lot Cov Plan
Through Lot/Interior Lot Cov.	N/A	61%	61%		Complies. Refer to Lot Cov Plan
ial					
Side Yard	not required, if provided min. 8'	not required, if provided min. 8'	not required, if provided min. 8'		
r yard Equivalent Through Lot	60' within 5' of midway of lot	60' within 5' of midway of lot	60' within 5' of midway of lot		
Rear Yard Interior Lot	N/A	N/A	30'		
Side Yard	None Provided	None Provided	None Provided		Complies
r yard Equivalent Through Lot	60'	60'	60'		Complies
Rear Yard Interior Lot	N/A	N/A	30'		Complies
ack					
& Setback	Narrow Street	Narrow Street	Narrow Street		
Initial Setback Distance	15'	15'	15'		
Minimum Base Height	60'	40'	60'		
Maximum Base Height	85'	65' MIH	95' MIH		
Maximum Building Height	135' with QGF	80' MIH / 85' MIH with QGF	110' MIH / 115' MIH with QGF		
Maximum Number of Stories	N/A	8	11		
& Setback					Complies.
Initial Setback Distance	15'	15'	15'		
Base Height	85'	65' MIH	85'		
Building Height	105' with QGF	85' MIH with QGF	115' MIH with QGF		
Number of Stories	9	8	10		
uired				200+500+100+450=1,250/25' = 50	
posed				50	Complies. Mix of new & existing

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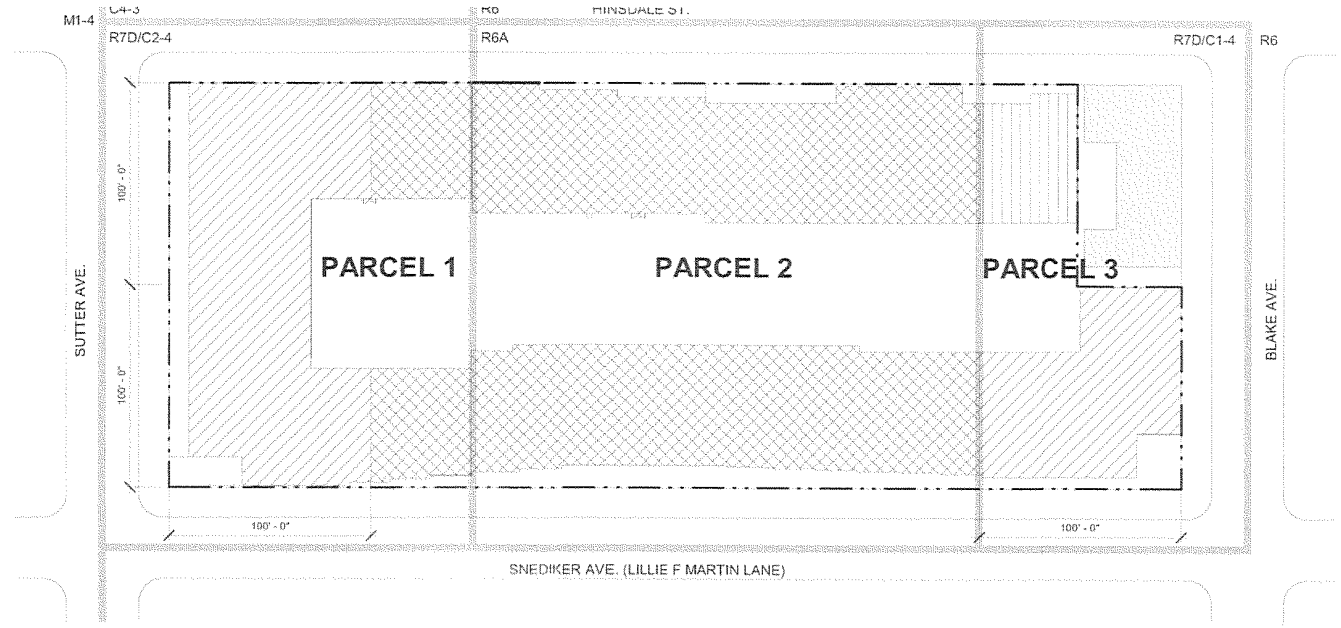

CORNER LOT

THROUGH LOT

INTERIOR LOT

4 Z-001 PARCEL DESIGNATION AND LOT COVERAGE DIAGRAM
1" = 40'-0"

76-41	Street Trees Required
	Street Trees Proposed
	Parking
	Parking Required
36-21 /36-232	Comm
36-21 /36-232	Community Fa
36-21 /36-232	Community Facili
25-251	Income Restrict
	Parking Provided
	Commur
	Commun
	Income Restrict
36-62	**Loading Dock**
	Accessory Loading Required (None for first 25,000 sf)
	Accessory Loading Proposed
	Bicycle Parking
36-711	Accessory Bicycle Parking Re
36-711	Commer
36-711	Community Fac
25-811	Residential (1
	Total Require
	Accessory Bicycle Parking Pr
	Cc
	Total Provid

	Zoning Floor Area	
	Commercial	Com Facili
Building A	14,189	
Building B	0	
Building C	0	
Building D	2,106	
Total	16,295	

uired			200+500+100+450=1,250/25' = 50		
posed			50		Complies. Mix of new & existing
Commercial (1/1,000sf)	18,000/1,000=18<40 = 0	N/A	2,106/1,000=2.1=2 <40 = 0		
mmunity Facility UG3 (none)	0				
unity Facility UG4 (1/1,000sf)	12,000/1,000 = 12 <40 = 0				
ome Restricted Housing Units	0 inTransit Zone	0 in Transit Zone	0 in Transit Zone		
Commercial	0	N/A	0		Complies
Community Facility (UG3)	0	0	0		Complies
Community Facility (UG4)	0	0	0		Complies
ome Restricted Housing Units	0	0	0		Complies
ng Required 5,000 sf)	14,189 < 25,000 = 0	N/A	1,839<25,000 = 0		
ng Proposed	0	N/A	0		Complies
e Parking Required					
Commercial (1/10,000sf)	18,000/10,000=1.8 = 2	N/A	2,106/10,000= 0.2=1 <10 = 0	2	Commercial and Community Facility areas account for Ground Floor and Cellar space
mmunity Facility (1/10,000sf)	131,729/10,000=13.17 =13	N/A	0	13	
esidential (1/2 Dwelling Unit)	N/A	(71/2)+(51/2)+(111/2) = 116.5 = 117	(28/2)+(65/2)= 46.5 = 47	164	
otal Required Bicycle Spaces	15	117	47	179	
e Parking Proposed					
Commercial	2	N/A	0	2	
Community Facility	13	0	0	13	
Residential	0	117	47	164	
Total Provided Bicycle Spaces	15	117	47	179	Complies

Area					Unit Count	
al	Community Facility (UG3)	Community Facility (UG4)	Residential (MIH)	Total	Use Group 3	Use Group 2
89	126,205	5,524	0	145,918	195	0
0	0	0	40,454	40,454	0	71
0	0	0	58,422	58,422	0	79
06	0	0	140,189	142,295	0	176
95	126,205	5,524	239,065	387,089	195	326

No.	Date	Revision
5.	05/15/19	ULURP SUBMISSION 4
4.	05/09/2019	ULURP SUBMISSION 3
3.	04/15/2019	ULURP SUBMISSION 2
2.	01/16/2019	HPD-ULURP RESUBMISSION
1.	03/05/2018	HPD-ULURP SUBMISSION

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ZONING ANALYSIS

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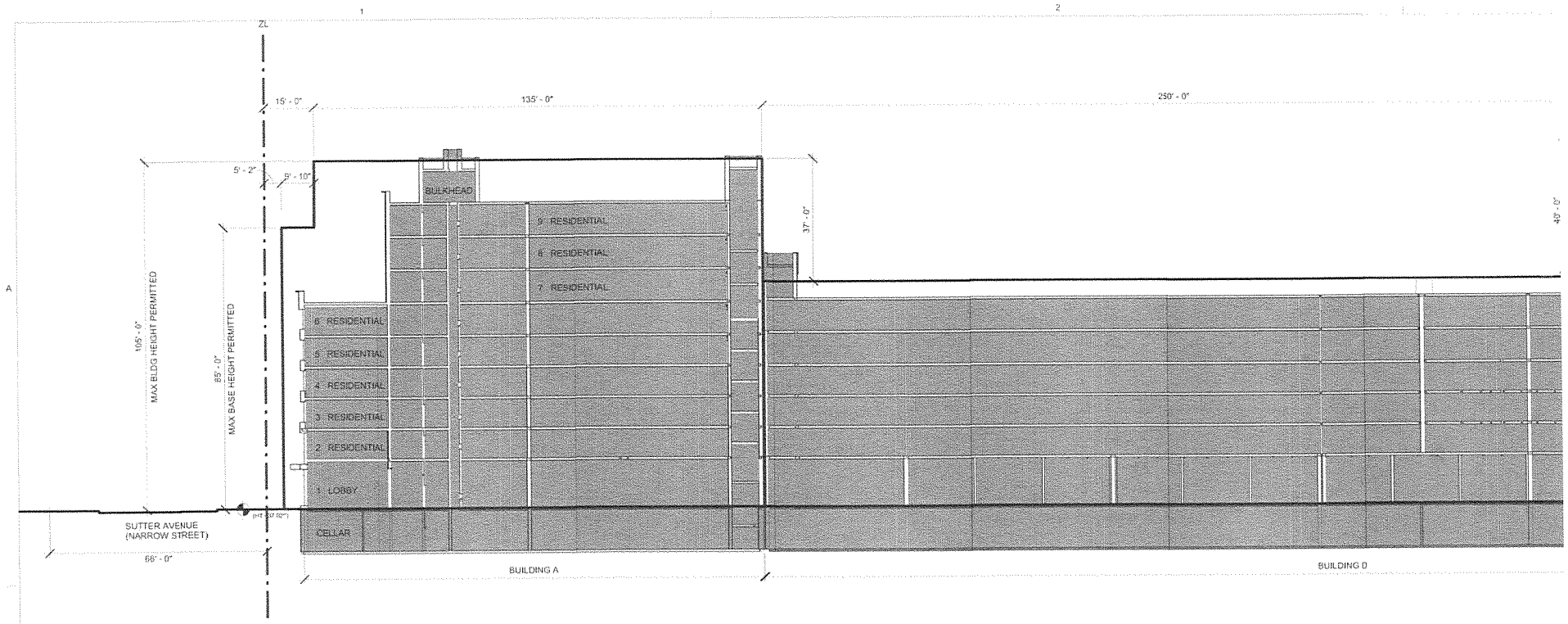
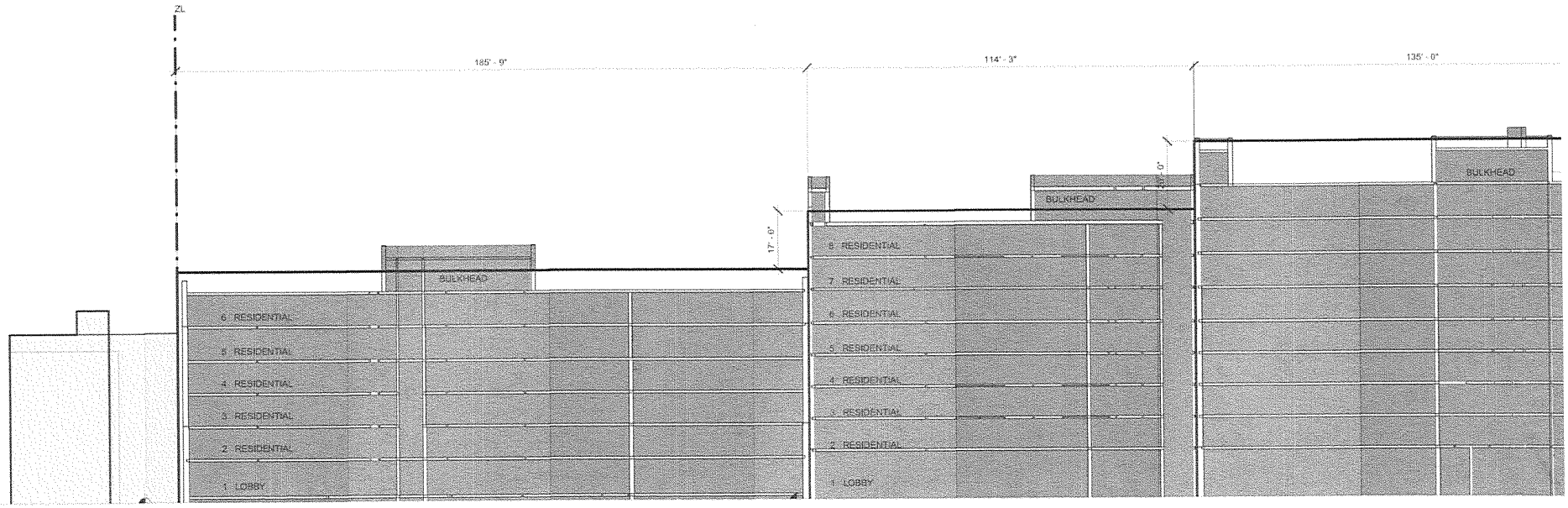
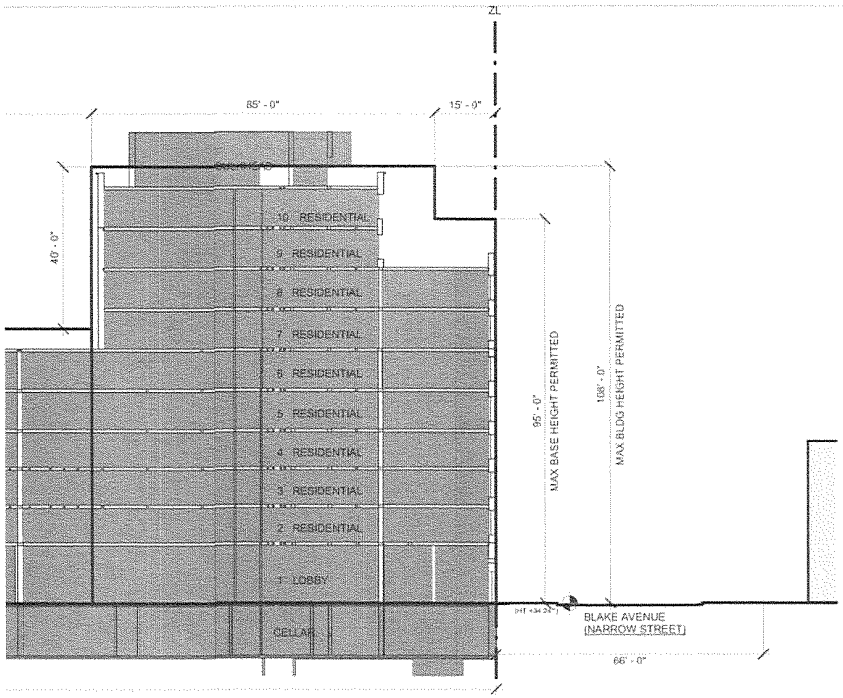
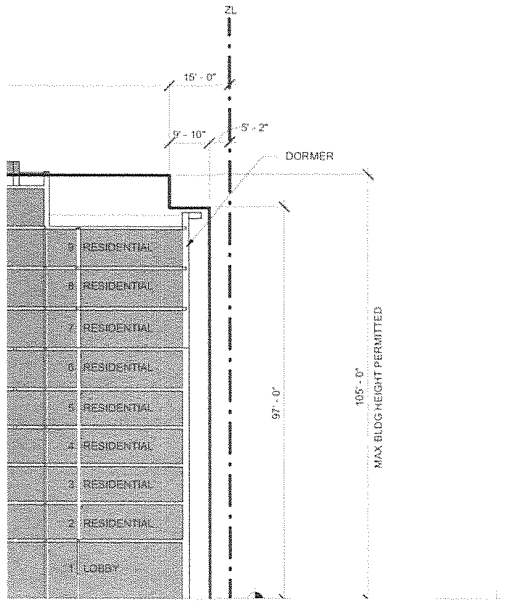
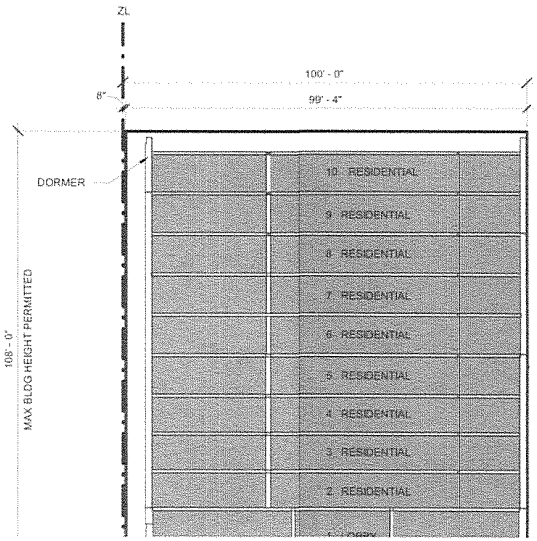


1 / U-004 BUILDING A AND D ZONING SECTION EAST 1
1" = 20'-0"









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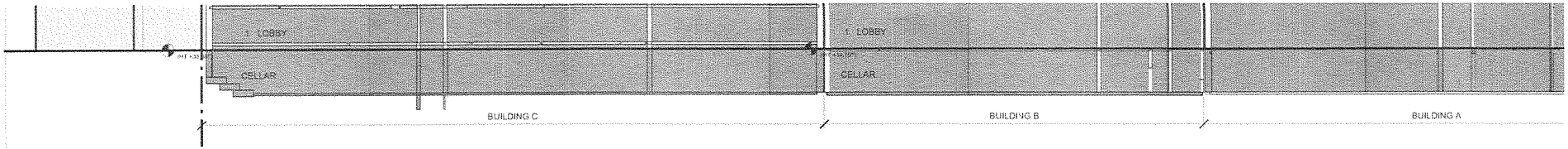


2 U-004 BUILDINGS A, B, AND C ZONING SECTION WEST
1" = 20'-0"



3 U-004 BUILDING A AND D ZONING SECTION EAST 2
1" = 20'-0"

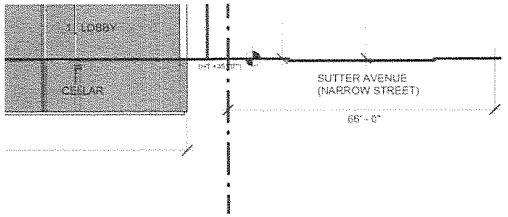
LEGEND

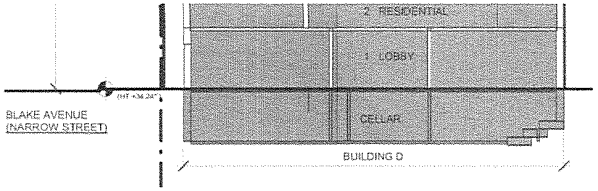
- ZONING LOT LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EXISTING BUILDING OUTLINE
- PROPOSED BUILDING ENVELOPE (ILLUSTRATIVE)

GENERAL NOTES:

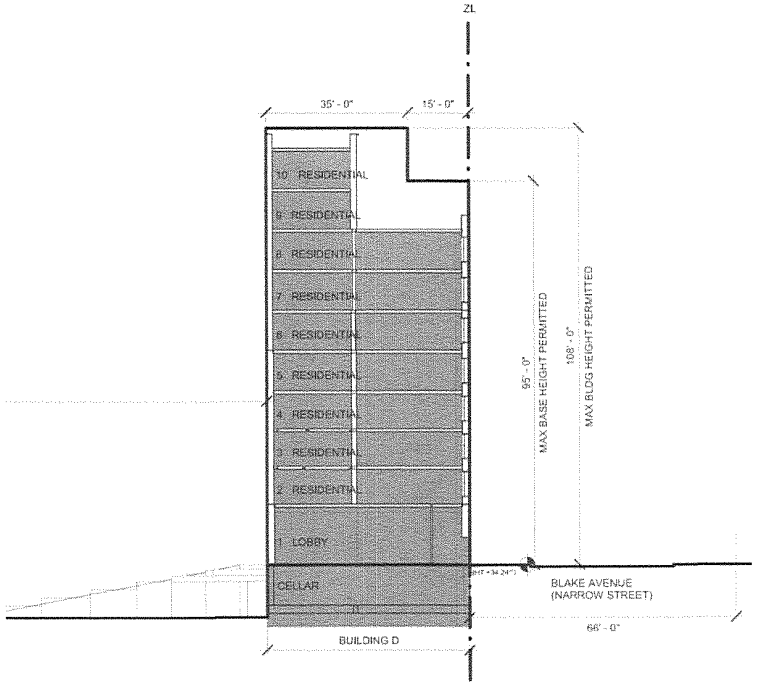
1. BUILDING SHOWN WITHIN THE ZONING ENVELOPE IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE.
2. GRAPHIC SCALE APPLICABLE TO ALL NON-DIMENSIONED ELEMENTS
3. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT INFORMATION ON SURROUNDING PROPERTIES.
4. LANDSCAPE AND HARDSCAPE ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PENDING FINAL DESIGN.

*ELEVATIONS ARE BASED ON BASEPLANE CALCULATION, SEE SHEET Z-001.





4 / U-004 BUILDING D ZONING SECTION NORTH
1" = 20'-0"



No.	Date	Revision
5.	05/15/19	ULURP SUBMISSION 4
4.	05/09/2019	ULURP SUBMISSION 3
3.	04/15/2019	ULURP SUBMISSION 2
2.	01/16/2019	HPD-ULURP RESUBMISSION
1.	03/05/2018	HPD-ULURP SUBMISSION

No.	Date	Submission

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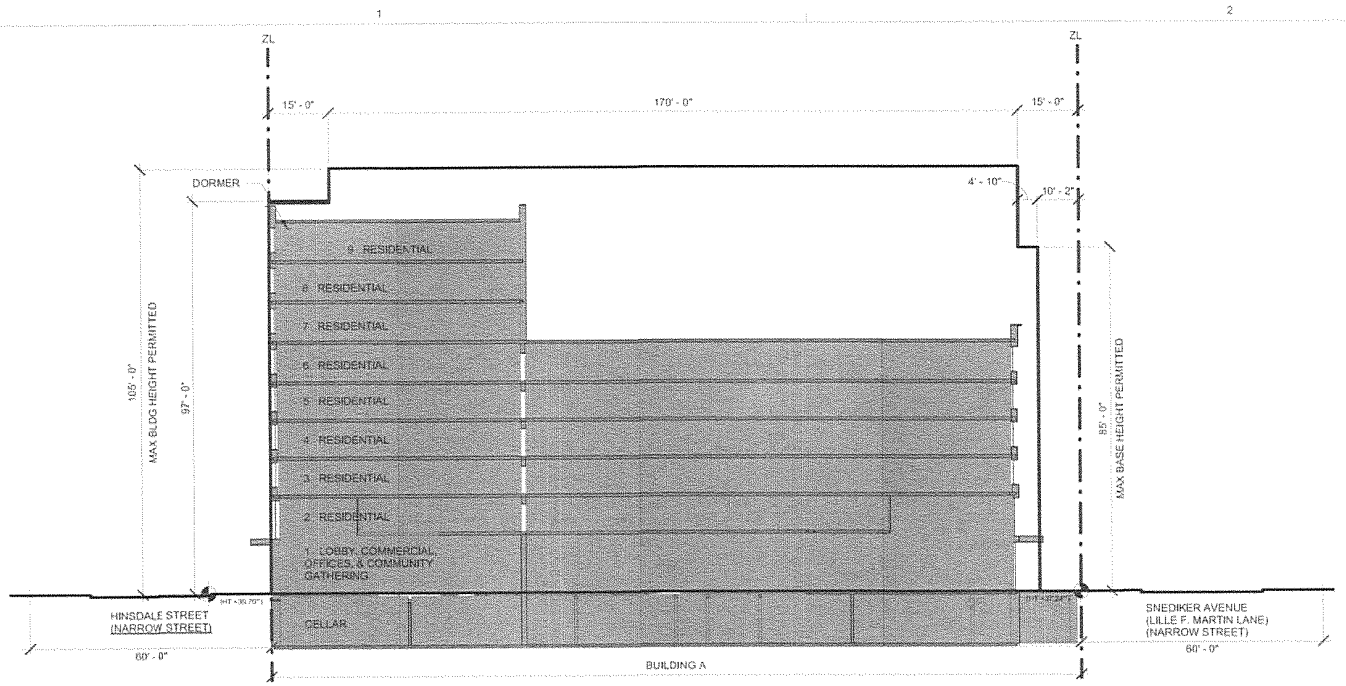
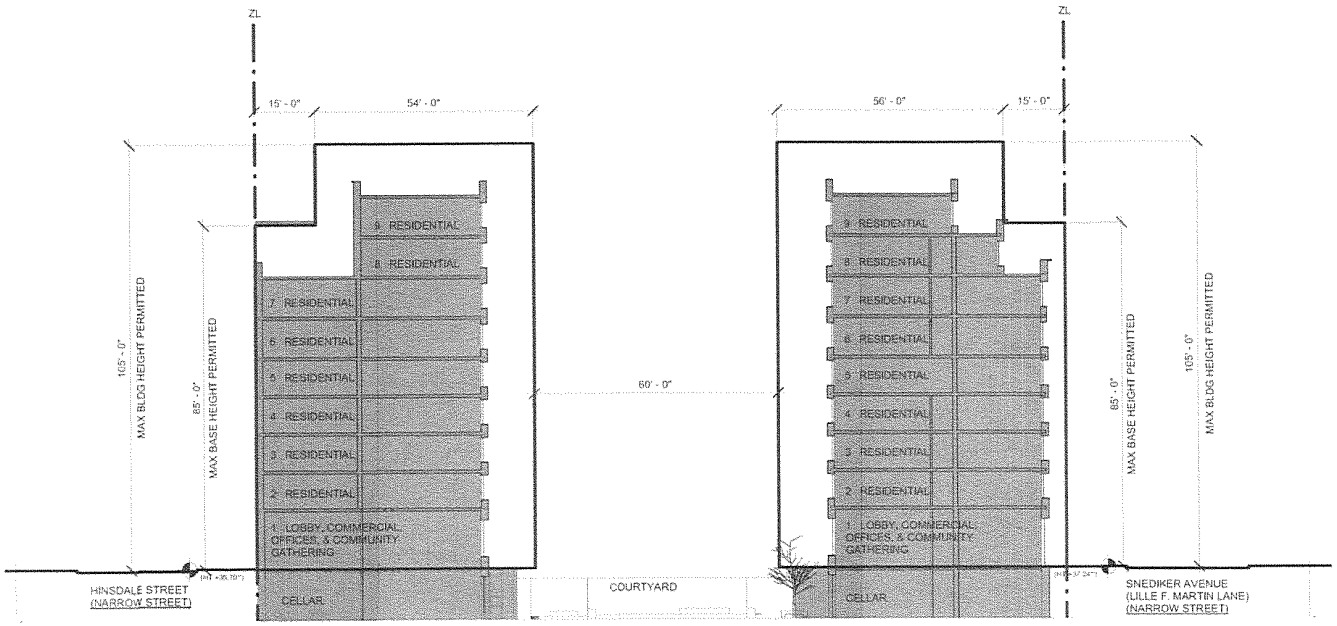
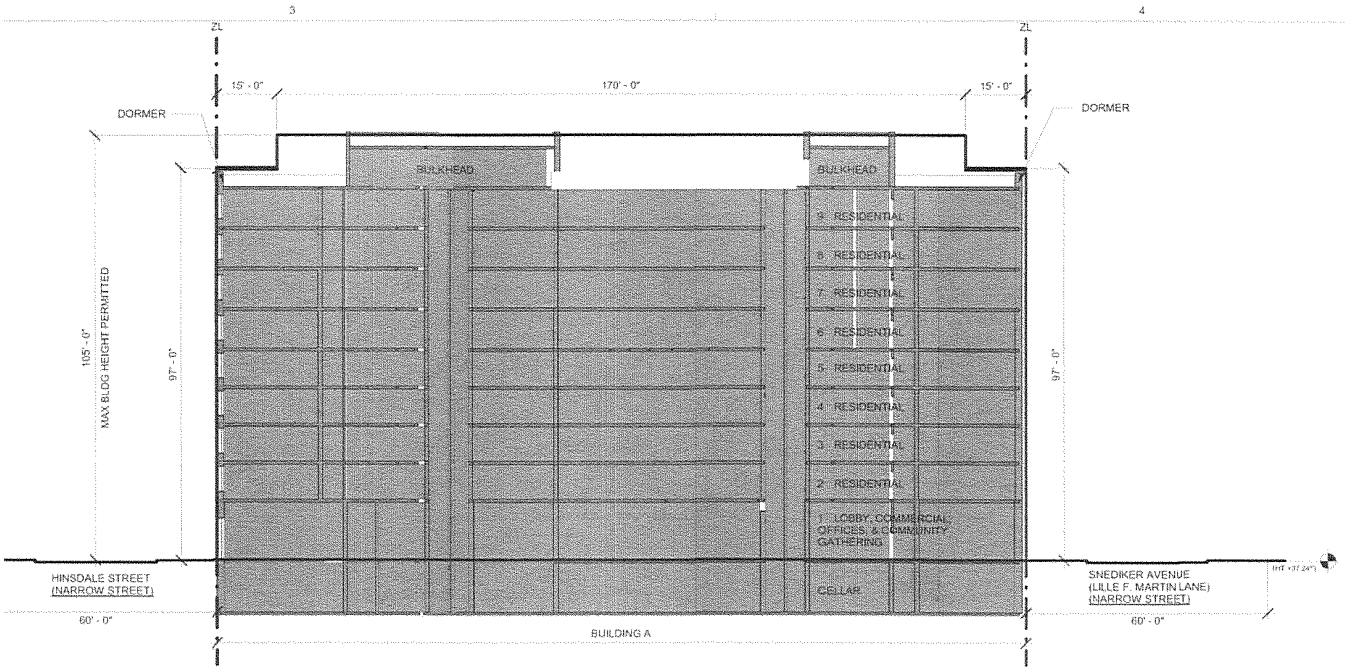
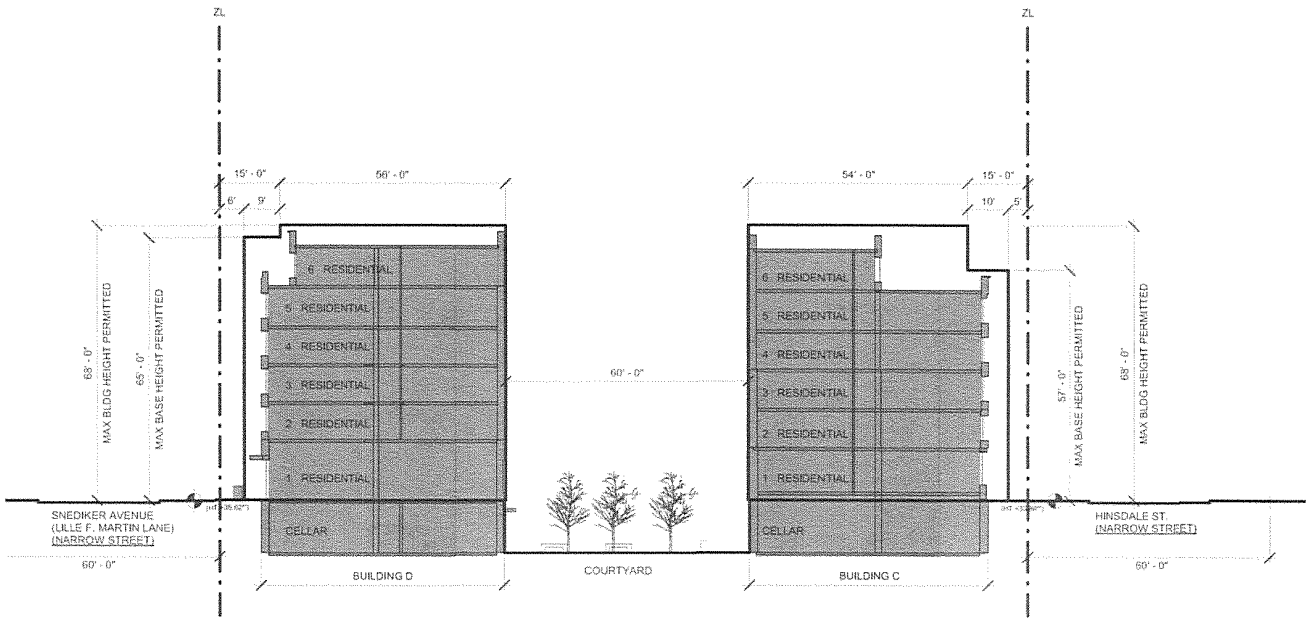


1 U-005 BUILDING A ZONING SECTION SOUTH 1
1" = 20'-0"





2 U-005 BUILDING A ZONING SECTION SOUTH 2
1" = 20'-0"



4 U-005 BUILDING C AND D ZONING SECTION NORTH 1
1" = 20'-0"

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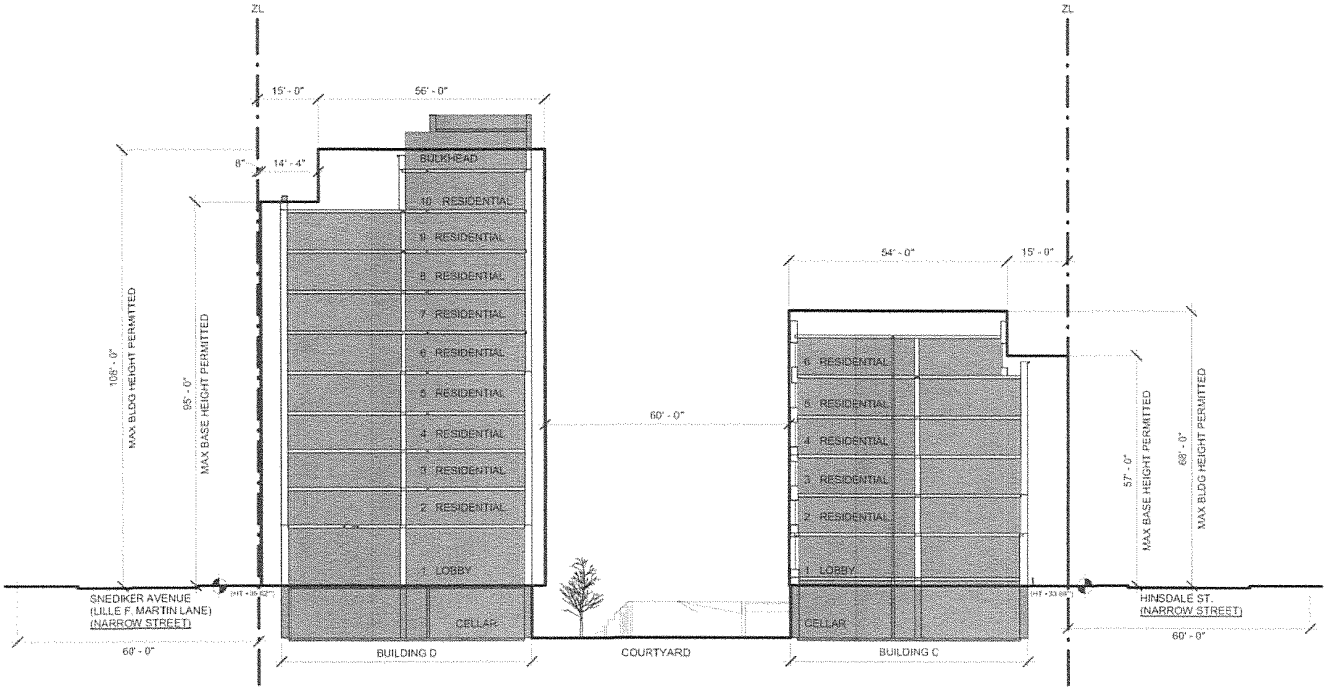
3 U-005 BUILDING A ZONING SECTION SOUTH 3
1" = 20'-0"



5 U-005 BUILDING C AND D ZONING SECTION NORTH
1" = 20'-0"

LEGEND

- ZONING LOT LINE
- ILLUSTRATIVE BUILDING LINE
- PROPOSED MAXIMUM BUILDING ENVELOPE
- EXISTING BUILDING OUTLINE
- PROPOSED BUILDING ENVELOPE (ILLUSTRATIVE)

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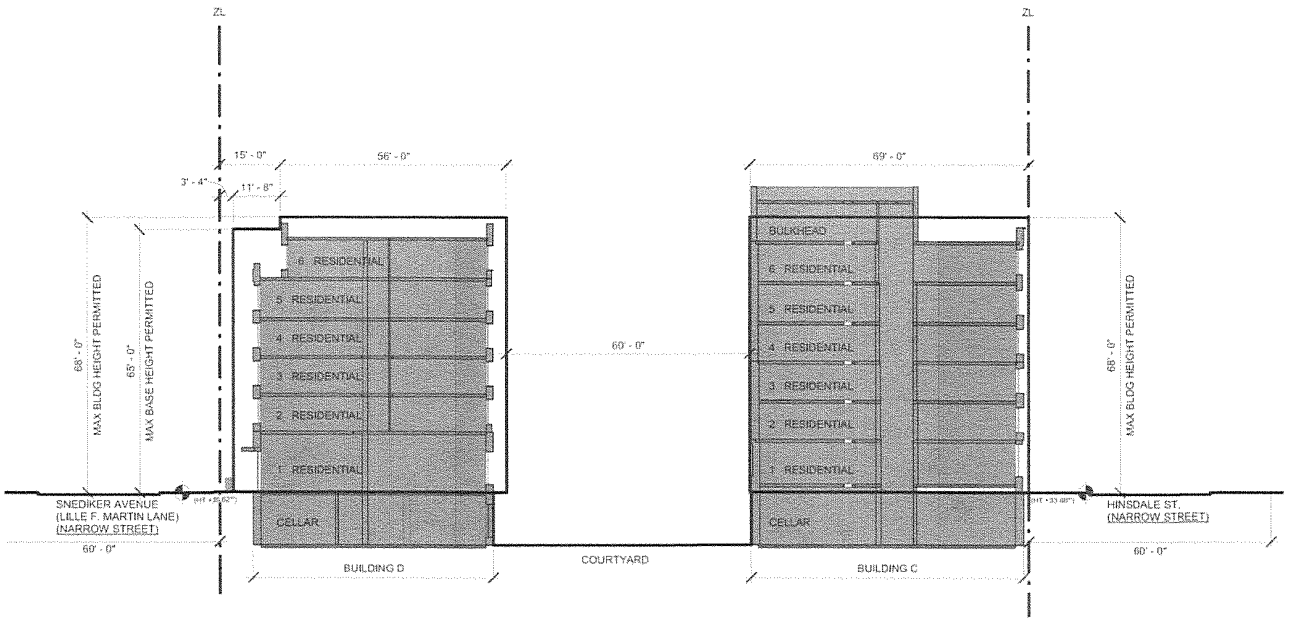
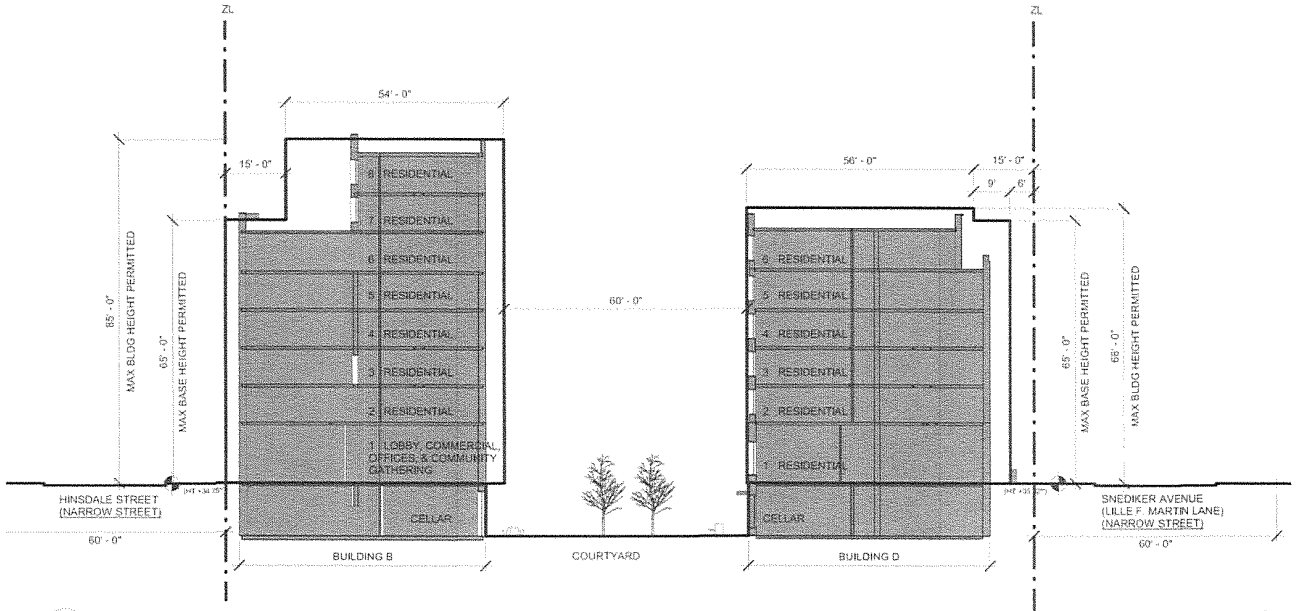
4 U-005 BUILDING C AND D ZONING SECTION NORTH 1
1" = 20'-0"



6 U-005 BUILDING C AND D ZONING SECTION NORTH 2
1" = 20'-0"



7 U-005 BUILDING B AND D ZONING SECTION SOUTH
1" = 20'-0"



No.	Date	Revision
5.	05/15/19	ULURP SUBMISSION 4
4.	05/09/2019	ULURP SUBMISSION 3
3.	04/15/2019	ULURP SUBMISSION 2
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1.	03/05/2018	HPD-ULURP SUBMISSION

No.	Date	Submission

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