CITY PLANNING COMMISSION

July 24, 2023 / Calendar No. 3 C 220336 ZSX

IN THE MATTER OF an application submitted by Housing Options and Geriatric Association Resources, Inc., pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit pursuant to Section 74-903 of the Zoning Resolution to modify the requirements of Section 24-111 (Maximum Floor Area Ratio for Certain Community Facility Uses) to permit the allowable community facility floor area ratio of Section 24-11 (Maximum Floor Area Ratio and Percentage of Lot Coverage) to apply to a non-profit institution with sleeping accommodations, in connection with a proposed 11-story building on property located at 893 Eagle Avenue (Block 2620, Lots 49, 50, 52, and 56), in an R7-2 District, Borough of the Bronx, Community District 3.

This application for a special permit pursuant to Zoning Resolution (ZR) Section 74-903 (C 220336 ZSX) was filed on February 25, 2022, by Housing Options and Geriatric Association Resources, Inc. (H.O.G.A.R., Inc.). This application, in conjunction with the related actions, would facilitate the development of a new community facility building containing approximately 83 affordable and supportive housing units and community facility space at 893 Eagle Avenue in the Morrisania section of the Bronx, Community District 3.

RELATED ACTIONS

In addition to the special permit pursuant to ZR Section 74-903 that is the subject of this report, the proposed project also requires action by the City Planning Commission (CPC) on the following applications, which are being considered concurrently with this application:

C 220334 ZMX Zoning map amendment to change an R6 zoning district to an R7-2 zoning district.

N 220335 ZRX Zoning Text amendment to designate a Mandatory Inclusionary Housing (MIH) Area.

BACKGROUND

A full background discussion and description of this application appears in the report for the related zoning map amendment (C 220334 ZMX).

ENVIRONMENTAL REVIEW

This application (C 220336 ZSX), in conjunction with the application for the related actions (C 220334 ZMX and N 220335 ZRX), was reviewed pursuant to the New York State Environmental Quality Review Act (SEQRA), and the SEQRA regulations set forth in Volume 6 of the New York Code of Rules and Regulations, Section 617.00 et seq. and the City Environmental Quality Review (CEQR) Rules of Procedure of 1991 and Executive Order No. 91 of 1977. The designated CEQR number is 20DCP076X. The lead is the City Planning Commission.

A summary of the environmental review appears in the report for the related zoning map amendment (C 220334 ZMX).

UNIFORM LAND USE REVIEW

This application (C 220336 ZSX), along with the related application for a zoning map amendment (C 220334 ZMX), was certified as complete by the Department of City Planning on February 13, 2023 and duly referred to Bronx Community Board 3 and the Bronx Borough President in accordance with Title 62 of the Rules of the City of New York, Section 2-02(b), along with the zoning text amendment (N 220335 ZRX), which was referred in accordance with the procedures for non-ULURP matters.

Community Board Public Hearing

On April 11, 2023, Bronx Community Board 3 held a public hearing on this application (C 220336 ZSX) and the related zoning map amendment (C 220334 ZMX) and zoning text amendment (N 220335 ZRX), and on April 11, 2023, by a vote of 14 in favor, six opposed, and five abstaining, adopted a motion to approve the application.

Borough President Recommendation

This application (C 220336 ZSX), along with the related applications for a zoning map amendment (C 220334 ZMX) and a zoning text amendment (N 220335 ZRX), was considered by the Bronx Borough President, who issued a favorable recommendation on May 24, 2023.

City Planning Commission Public Hearing

On June 7, 2023 (Calendar No. 3), the City Planning Commission scheduled June 28, 2023, for a public hearing on this application (C 220336 ZSX) and the application for the related actions (C 220334 ZMX and N 220335 ZRX). The hearing was duly held on June 28, 2023 (Calendar No. 30). There were three speakers, as described in the report for the related zoning map amendment (C 220334 ZMX), and the hearing was closed.

CONSIDERATION

The Commission believes that this application for a special permit pursuant to ZR Section 74-903 (C 220336 ZSX), in conjunction with the related applications for a zoning map amendment (C 220334 ZMX) and zoning text amendment (N 220335 ZRX), is appropriate. A full consideration and analysis of the issues and the reasons for approving this application appear in the report for the related zoning map amendment (C 220334 ZMX).

FINDINGS

The Commission hereby makes the following findings pursuant to ZR Section 74-903:

a) That the distribution of the bulk on the zoning lot will not unduly obstruct the access of light and air to adjoining properties or public streets, and will result in satisfactory site planning and satisfactory urban design relationships of buildings to adjacent streets and the surrounding area;
b) That the proposed facility will not require any significant additions to the supporting services of the neighborhood or that provision for adequate supporting services has been made;
c) That the streets providing access to such use will be adequate to handle the traffic generated thereby or provision has been made to handle such traffic.

RESOLUTION

RESOLVED, that having considered the Environmental Assessment Statement, for which a Negative Declaration was issued on February 13, 2023, with respect to the application (CEQR No. 20DCP076X), the City Planning Commission finds that the action described herein will have no significant adverse impacts on the environment; and be it further

RESOLVED, by the City Planning Commission, pursuant to Sections 197-c and 200 of the New York City Charter that based on the environmental determination and the consideration and findings described in this report, the application submitted by Housing Options and Geriatric Association Resources, Inc. pursuant to Section 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-903 of the Zoning Resolution to modify the requirements of ZR Section 24-111 (Maximum Floor Area Ratio for Certain Community Facility Uses) to permit the allowable community facility floor area ratio of ZR Section 24-11 (Maximum Floor Area Ratio and Percentage of Lot Coverage) to apply to a non-profit institution with sleeping accommodations, in connection with the proposed 11-story building on property located at 893

Eagle Avenue (Block 2620, Lots 49, 50, 52, and 56), in an R7-2 district, Borough of the Bronx, Community District 3, is approved, subject to the following terms and conditions:

1. The property that is the subject of this application (C 220336 ZSX) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications and zoning computations indicated on the following approved drawings, prepared by Urban Architectural Initiatives, RA, PC, filed with this application and incorporated in this resolution:

Dwg. No.	Title	Last Date Revised
Z-001.00	Zoning Analysis	03/10/2023
Z-002.00	Site Plan	03/10/2023
Z-003.00	Sections Longitudinal Height and Setback Diagram I	03/10/2023
Z-004.00	Sections Transverse Height and Setback Diagram II	03/10/2023
Z-005.00	Sections Transverse Height and Setback Diagram III	03/10/2023
Z-006.00	Sections Transverse Height and Setback Diagram IV	03/10/2023
Z-007.00	Sections Longitudinal Height and Setback V	03/10/2023

2. Such development shall conform to all applicable provisions of the Zoning Resolution, except for the modifications specifically granted in this resolution and shown on the plans listed above which have been filed with this application. All zoning computations are subject to verification and approval by the New York City Department of Buildings.
3. Such development shall conform to all applicable laws and regulations relating to its construction, operation and maintenance.
4. Development pursuant to this resolution shall be allowed only after the restrictive declaration attached hereto as Exhibit A, with such administrative changes as are acceptable to Counsel to the Department of City Planning, has been executed and recorded in the Office of the Register of the City of New York, County of the Bronx. Such restrictive declaration shall be deemed incorporated herein as a condition of this resolution.

5. All leases, subleases, or other agreements for use or occupancy of space at the subject property shall give actual notice of this special permit to the lessee, sub-lessee or occupant.
6. Upon the failure of any party having any right, title or interest in the property that is the subject of this application, or the failure of any heir, successor, assign, or legal representative of such party, to observe any of the covenants, restrictions, agreements, terms or conditions of this resolution whose provisions shall constitute conditions of the special permit hereby granted, the City Planning Commission may, without the consent of any other party, revoke any portion of or all of said special permit. Such power of revocation shall be in addition to and not limited to any other powers of the City Planning Commission, or of any other agency of government, or any private person or entity. Any such failure as stated above, or any alteration in the development that is the subject of this application that departs from any of the conditions listed above, is ground for the City Planning Commission or the City Council, as applicable, to disapprove any application for modification, cancellation or amendment of the special permit hereby granted.
7. Neither the City of New York nor its employees or agents shall have any liability for money damages by reason of the city's or such employee's or agent's failure to act in accordance with the provisions of this special permit.

The above resolution (C 220336 ZSX), duly adopted by the City Planning Commission on July 24, 2023 (Calendar No. 3), is filed with the Office of the Speaker, City Council, and the Borough President, in accordance with the requirements of Section 197-d of the New York City Charter.

DANIEL R. GARODNICK, Esq., *Chair*
KENNETH J. KNUCKLES, Esq., *Vice Chairman*
GAIL BENJAMIN, ALFRED C. CERULLO, III, ANTHONY CROWELL, Esq., JOSEPH I. DOUEK, DAVID GOLD, Esq., RASMIA KIRMANI-FRYE, ORLANDO MARÍN, JUAN CAMILO OSORIO, RAJ RAMPERSHAD, *Commissioners*

LEAH GOODRIDGE, Esq., *Commissioner, ABSTAINING*

EXHIBIT A

RESTRICTIVE DECLARATION

Made by:

_____

Dated:

_____, 202_

893 EAGLE AVENUE
BRONX COUNTY
Block 2620, Lots 49, 50, 52 and 56

RECORD AND RETURN TO:

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

SCHEDULE OF EXHIBITS

EXHIBIT A	DESCRIPTION OF **SUBJECT PROPERTY**
EXHIBIT B	CERTIFICATION OF PARTIES IN INTEREST
EXHIBIT C	SITE PLAN

DECLARATION OF COMMUNITY FACILITY DEVELOPMENT PROJECT

THIS **DECLARATION**, made as of this _____ day of _____, 202_ (the "**Declaration**"), by _____, a _____, having an address at _____ ("**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 the Bronx, County of the Bronx, City and State of New York, designated for real property tax purposes as Block 2620, Lots 49, 50, 52 and 56, which real property is more particularly described in **Exhibit A** annexed hereto (the "**Subject Property**"); and

WHEREAS, **Declarant** desires to improve the **Subject Property** with a Use Group 3 community facility building (philanthropic or non-profit institution with sleeping accommodations) pursuant to a special permit under Zoning Resolution § 74-903 (such proposed improvement of the **Subject Property** is hereinafter referred to as the "**Community Facility Development Project**"); and

WHEREAS the special permit under Zoning Resolution § 74-903 will allow the community facility Floor Area Ratio and the community facility bulk provisions to apply to the proposed **Community Facility Development Project**; and

WHEREAS, in connection with the **Community Facility Development Project**, **Declarant** has filed an application with the New York City Department of City Planning ("**DCP**") for approval by the New York City Planning Commission (the "**Commission**" or "**CPC**") of: (1) a Zoning Map Amendment to Zoning Map 6c to rezone the **Subject Property** from an R6 zoning district to an R7-2 zoning district under Application No. 220334ZMX; (2) a Zoning Text Amendment to Appendix F of the Zoning Resolution to create a Mandatory Inclusionary Housing district at the **Subject Property** under Application No. N 220335 ZRX; (3) a Special Permit pursuant to ZR § 74-903 under Application No. 220336 ZSX (the "**Community Facility Special Permit**"); and (4) a Legal Document under Application No. N 220393 LDX, (collectively, the "**Land Use Application**"); and

WHEREAS, in connection with meeting the findings of the **Community Facility Special Permit**, the site plan for the **Community Facility Development Project**, attached hereto as **Exhibit C**, designates a **Publicly Accessible Area** connecting two non-at grade streets, to be constructed and maintained by **Declarant** and accessible to the public as set forth in this **Declaration** (referred to herein as the "**Publicly Accessible Area or PAA**"); and

WHEREAS, _____ (the "**Title Company**") has certified in the certification (the "Certification") attached hereto as **Exhibit B** and made a part hereof, that as of _____, 202_, **Declarant** is the sole party-in-interest (the "Parties-in-Interest") in the **Subject Property**, as such term is defined in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution; and

WHEREAS, all parties-in-interest to the **Subject Property** have executed this **Declaration**; and

WHEREAS, **Declarant** desires to restrict the manner in which the **Subject Property** is developed in the future, and intends these restrictions to benefit all the land, including land owned by the **City**, lying within a one-half-mile radius of the **Subject Property**.

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

ARTICLE I

CERTAIN DEFINITIONS

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

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

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

"**Approvals**" shall mean all approvals or consents required of any Governmental Authority with respect to the **Community Facility Development Project**.

"**Board**" shall have the meaning set forth in Section 9.1(a) of this **Declaration**.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks in the State of New York are authorized or required by Legal Requirements to be closed.

"**Chairperson**" shall mean the then **Chairperson** of the New York City Planning Commission.

"City" shall mean the City of New York.

"**CPC**" shall mean the New York City Planning Commission or any successor to its jurisdiction.

"**Coop/Condominium**" shall have the meaning set out in Section 9.1(a).

"Community Facility Development Project" shall have the meaning set forth in the Recitals.

"Community Facility Special Permit" shall have the meaning set forth in the Recitals.

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

"**Declarant**" shall mean the named **Declarant** and the heirs, successors and assigns of the named **Declarant** except that (i) **Declarant** shall not include the holder of a mortgage or deed of trust on all or any portion of the **Subject Property** unless and until it succeeds to the interest or

obligation of **Declarant** by purchase, assignment, foreclosure or otherwise, and (ii) **Declarant** shall include the Condominium only from and after the Condominium Obligation Date and only as set forth in Section 9.1(a).

"**Delay Notice**" shall have the meaning set forth in Section 6.3.

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

"**Development**" shall mean the construction of the **Community Facility Development Project**.

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

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

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

"**Final Completion**" or "**Finally Complete**" shall mean the constructed **Publicly Accessible Area** fully complies with all aspects of the Site Plan and that all items specified by the **Chairperson**, as incomplete, during the Substantial Completion review process were completed.

"**Force Majeure**" shall mean that the **Chairperson** has made the determination required in Section 6.3.

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

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

political subdivision of any thereof, or any agency, department, commission, board or instrumentality of any thereof) having jurisdiction over the matter in question.

"Land Use Application" shall have the meaning set forth in the Recitals.

"**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 **Community Facility Development Project**.

"**Maintenance and Repair Obligations**" shall have the meaning set forth in Section 3.4 of this **Declaration**.

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

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

"**Notice**" shall have the meaning set forth in Section 8.8(a) of this **Declaration**.

"**Notice of Final Completion**" shall have the meaning set forth in Section 6.5(a) of this **Declaration**.

"**Notice of Substantial Completion**" shall have the meaning set forth in Section 6.2of this **Declaration**.

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

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

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

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

"**PAA Work**" shall mean the work necessary to construct the Publicly Accessible Area in accordance with this Declaration.

"Public Access Easement" shall have the meaning set forth in Section 3.2 of this **Declaration**.

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

"Site Plan" shall mean the plan set forth in Exhibit C and referred to in Article 2.1 of this **Declaration**.

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

"**Substantial Completion**" or "**Substantially Complete**" shall mean that the **Publicly Accessible Area** has been constructed substantially in accordance with the **Site Plan** and has been completed to such an extent that all portions of the **Publicly Accessible Area** may be operated and made available for public use.

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

"**Unit Interested Party**" shall mean any and all of the following: all owners, lessees, and 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.

ARTICLE II

DEVELOPMENT AND USE OF THE SUBJECT PROPERTY

2.1. Development of **Community Facility Development Project**. If the **Subject Property** is developed in whole or part in accordance with the **Community Facility Special Permit**, **Declarant** covenants that the **Subject Property** shall be developed in substantial conformity with the following plans prepared by Urban Architecture Initiatives, RA, PC, approved as part of the Community Facility Special Permit and annexed hereto in **Exhibit "C"** and made a part hereof **Site Plan**:

Drawing No.	**Title**	**Date**
Z-002.00	Site Plan	03-10-23

ARTICLE III

PUBLICLY ACCESSIBLE AREA

3.1 Construction of the **Publicly Accessible Area**.

(a) **Declarant** shall construct the **Publicly Accessible Area** substantially in accordance with the specifications in Drawing No. Z-002.00 of the **Site Plan**, attached hereto in Exhibit C.

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

3.2 Public Access Easement.

(a) Immediately upon the certification of Substantial Completion, **Declarant** grants the **City** and the general public a permanent, perpetual access easement over the entirety of the **Publicly Accessible Area**, unobstructed from the surface of the **Publicly Accessible Area** to the

sky, for the purposes of (i) passive recreational use by the general public and (ii) pedestrian access (the "**Public Access Easement**").

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

3.3 Hours of Access.

(a) The **Publicly Accessible Area** shall be open and accessible to the public each day, all year, twenty-four (24) hours a day.

(b) **Declarant** may only close the **Publicly Accessible Area**, in a manner that reduces the area closed to the utmost extent, in order to: (a) perform required maintenance, repairs, or replacements of the **Publicly Accessible Area**, or portions thereof, and shall notify the **Chairperson** of such closure no less than seven (7) days in advance and such notice shall set forth the area and duration of closure as well as confirm the posting of signs providing prior notice to the public at appropriate locations and entrances of the **Publicly Accessible Area**; or (b) perform required repair, restoration, rehabilitation, renovation, or replacement of pipes, utility lines or conduits or other equipment on or under the **Publicly Accessible Area** and shall notify the **Chairperson** of such closure no less than ten (10) days in advance and such notice shall set forth the area and duration of closure as well as confirm the posting of signs providing prior notice to the public at appropriate locations and entrances of the **Publicly Accessible Area**; or (c) to make emergency repairs to mitigate hazardous site conditions or address other emergency conditions as specified in Article 3.3(c). In addition to the foregoing, **Declarant** shall have the right to close all or any portions of the **PAA** to the **City** and the general public one (1) calendar day, other than a Saturday, Sunday or legal holiday, in each year to preserve its ownership interest therein.

(c) In the event that the closure of the **Publicly Accessible Area** is required due to an emergency condition specified herein, **Declarant** shall notify the **Chairperson** of such closing and its expected duration as soon as practicable but in no event more than two (2) business days after such closure. The notice to the **Chairperson** shall further specify which portion has been closed and describe the nature of the emergency or hazardous condition causing the closure. Emergency conditions for which the **Publicly Accessible Area** may be closed, pursuant to Article 3.3(c), shall be limited to actual or imminent emergency situations, including security alerts, riots, casualties, disasters, or other events endangering public safety or property, provided that no such emergency closure shall continue for more than forty-eight (48) consecutive hours without **Declarant** having consulted with **DOB** or other agency and such agency confirming the continued closure of the **Publicly Accessible Area** is required.

(d) In the event of a closure pursuant to Article 3.3(b), **Declarant** will close only those portions of such areas which must or should reasonably be closed to effect the repairs or remediation, will exercise due diligence in the performance of such repairs or remediation so that

it is completed expeditiously and the temporarily closed areas are re-opened to the public promptly, and will, wherever reasonably possible, perform the needed work in such a manner that the public will continue to have access to the **Publicly Accessible Area**.

3.4 Maintenance and Repair. **Declarant** shall be responsible for the maintenance and repair of the **Publicly Accessible Area** in accordance with the standards set forth herein (the "**Maintenance and Repair Obligations**"). All such maintenance shall be performed in a good and worker-like manner.

(a) Cleaning.

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

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

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

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

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

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

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

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

(ii) Paving: All paved surfaces shall be maintained so as to be safe and attractive;

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

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

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

ARTICLE IV

[intentionally omitted]

ARTICLE V

[intentionally omitted]

ARTICLE IV

CERTIFICATES OF OCCUPANCY

6.1 Temporary Certificates of Occupancy.

(a) **Declarant** shall not accept a **TCO** for any building developed in whole or part in accordance with the **Community Facility Special Permit** on the **Subject Property** until the following conditions have been met with respect to construction of such building:

(i) **DCP** has issued a **Notice of Substantial Completion** for the **Publicly Accessible Area**; and

(b) The **TCO** shall include an appropriate description of the **PAA**.

6.2 **Notice of Substantial Completion**.

(a) *Notification*. **Declarant** shall notify the **Chairperson** at such time as it believes that the **Publicly Accessible Area** is **Substantially Complete** and shall request that the **Chairperson** issue a certification to **Declarant** and **DOB** certifying the **Substantial Completion** of the **Publicly Accessible Area** ("**Notice of Substantial Completion**").

(b) *Initial Review*. No later than twenty (20) days after the receipt of the notification set forth in Section 6.2(a) herein, the **Chairperson** shall either: (A)

issue a **Notice of Substantial Completion**; or (B) deliver to **Declarant** written notice setting forth the reasons why the **Publicly Accessible Area** is not **Substantially Complete** and the items that need to be completed in order to determine that the **Publicly Accessible Area** is **Substantially Complete**.

(c) *Subsequent Review*. Upon completing the outstanding work specified by the **Chairperson** to achieve **Substantial Completion**, **Declarant** shall notify the **Chairperson** of such completion. No later than ten (10) calendar days of the receipt of such notice, the **Chairperson** shall either: (A) issue a **Notice of Substantial Completion**; or (B) notify **Declarant** in writing of items that have not been completed or satisfactorily performed. This process shall continue until the **Chairperson** has issued a **Notice of Substantial Completion**.

6.3 Force Majeure. In the event that **Declarant** is unable to **Substantially Complete** construction of the **Publicly Accessible Area** by the time the associated portion of the **Community Facility Development Project** is ready for a **TCO**, as a result of a **Force Majeure Event**, then **Declarant** shall so notify **DCP** as soon as **Declarant** learns of such circumstances. **Declarant's** written notice (the "**Delay Notice**") shall include a description of the condition or event, its cause and probable duration (if known to **Declarant**), and in **Declarant's** reasonable judgment, the impact it is reasonably anticipated to have on the completion of the item of work. The Commissioner shall, within ten (10) calendar days of its receipt of the Delay Notice, (i) certify in writing that a Force Majeure Event has occurred, or (ii) notify **Declarant** that it does not reasonably believe a Force Majeure Event has occurred, in which case the Commissioner shall state with particularity the reasons it believes Force Majeure has not occurred. Such certification or notice shall constitute a final determination. Upon a determination that a **Force Majeure Event** has occurred, the Commissioner shall grant **Declarant** appropriate relief for such delay, including certifying in writing to the **DOB** that the Commissioner has no objection to the issuance of a **TCO** for all or part of the building(s) in the **Community Facility Development Project**. Any delay caused as the result of a **Force Majeure Event** shall be deemed to continue only as long as the **Force Majeure Event** is continuing. Upon cessation of the events causing such delay, the **Declarant** shall promptly recommence the **PAA Work**. As a condition of granting such relief, **DCP** may require that **Declarant** post a bond or other security in a form and amount reasonably acceptable to **DCP** in order to ensure that the **PAA** Work is **Substantially Completed** and that all other requirements of Section 6.1, as applicable, are satisfied. Such security shall be in a sum equal to 150% of the cost of the remaining work in order to **Finally Complete** such **Publicly Accessible Area**. Such estimated cost is subject to the reasonable approval of **DCP**. **Declarant** shall be obligated to **Substantially Complete** or **Finally Complete** construction within the period of time specified in the Delay Notice, or such lesser period of time as **DCP** reasonably determined in the Delay Notice; provided, however, that if the Force Majeure Event has a longer duration than as set forth in the Delay Notice or as reasonably determined by **DCP**, **DCP** may grant additional time for Substantial Completion or **Final Completion**, as the case may be.

6.4 Permanent Certificates of Occupancy.

(a) **Declarant** shall not accept a Permanent Certificate of Occupancy from **DOB** for any of the community facility units on the **Subject Property** until the **Chairperson** certifies to

Declarant and **DOB** that the **Publicly Accessible Area** is **Finally Complete** **("Notice of Final Completion")**, in accordance with the following provisions:

(i) *Notification*. **Declarant** shall notify the **Chairperson** at such time as it believes that the **Publicly Accessible Area** is **Finally Complete** and shall request that the **Chairperson** issue a certification to **Declarant** and **DOB** certifying the **Final Completion** of the **Publicly Accessible Area**.

(ii) *Initial Review*. No later than twenty (20) days after the receipt of the notification set forth in Section 6.5(a)(i) herein, the **Chairperson** shall either: (A) issue a **Notice of Final Completion**; or (B) deliver to **Declarant** written notice setting forth the reasons why the **Publicly Accessible Area** is not **Finally Complete** and the items that need to be completed in order to determine that the **Publicly Accessible Area** is **Finally Complete**.

(iii) *Subsequent Review*. Upon completing the outstanding work specified by the **Chairperson** to achieve **Final Completion**, **Declarant** shall notify the **Chairperson** of such completion. No later than ten (10) calendar days of receipt of such notice, the **Chairperson** shall either: (A) issue a **Notice of Final Completion**; or (B) notify **Declarant** in writing of items that have not been completed or satisfactorily performed. This process shall continue until the **Chairperson** has issued a **Notice of Final Completion**.

ARTICLE VII

DEFAULTS AND REMEDIES

7.1 **Declarant** acknowledges that the restrictions, covenants, and obligations of this **Declaration** will protect the value and desirability of the **Subject Property**, as well as benefit the **City**. If **Declarant** fails to perform any of **Declarant's** obligations under this **Declaration**, the **City** shall have the right to enforce this **Declaration** against **Declarant** and exercise any administrative legal or equitable remedy available to the **City**, and **Declarant** hereby consents to same; provided that this **Declaration** shall not be deemed to diminish **Declarant's** or any other Party in Interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it, and provided further, that the **City**'s rights of enforcement shall be subject to the cure provisions and periods set forth in Section 7.3 herein. **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 **Community Facility Development Project** on the **Subject Property** subject to the **Community Facility Special Permit**; provided, however, that such right of revocation shall not permit or be construed to permit the revocation of any certificate of occupancy for any use or improvement that exists on the **Subject Property** as of the date of this **Declaration**.

7.2 Notwithstanding any provision of this **Declaration**, only **Declarant**, and **Declarant's** successors and assigns and the **City**, acting through **CPC**, shall be entitled to enforce or assert any claim arising out of or in connection with this **Declaration**. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this **Declaration** or any document or instrument executed or delivered in connection with the **Land Use Application**.

7.3 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 of all or any portion of the Property set forth in a recorded mortgage agreement (a "Mortgagee") and every Party in Interest thirty (30) business days written notice of such alleged violation, during which period **Declarant**, any Party in Interest and Mortgagee shall have the opportunity to effect a cure of such alleged violation or to demonstrate to the **City** why the alleged violation has not occurred. If a Mortgagee or Party in Interest performs any obligation or effects any cure **Declarant** is required to perform or cure pursuant to this **Declaration**, such performance or cure shall be deemed performance on behalf of **Declarant** and shall be accepted by any person or entity benefited hereunder, including **CPC** and the **City**, as if performed by **Declarant**. If **Declarant**, any Party in Interest or Mortgagee commences to effect such cure within such thirty (30) day period (or if cure is not capable of being commenced within such thirty (30) day period, **Declarant**, any Party in Interest or Mortgagee commences to effect such cure when such commencement is reasonably possible), and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period (as such may be extended in accordance with the preceding clause) shall be extended for so long as **Declarant**, any Party in Interest or Mortgagee continues to proceed diligently with the effectuation of such cure. In the event that more than one **Declarant** exists at any time on the **Subject Property**, notice shall be provided to all **Declarants** from whom the **City** has received notice in accordance with Article IV herein, and the right to cure shall apply equally to all **Declarants**.

7.4 If, after due notice and opportunity to cure as set forth in this **Declaration**, **Declarant**, Mortgagee or a Party in Interest fail to cure the alleged violation, the **City** may exercise any and all of its rights, including without limitation those delineated in this Section and may disapprove any amendment, modification or cancellation of this **Declaration** on the sole ground that **Declarant** is in default of a material obligation under this **Declaration**.

ARTICLE VIII

MISCELLANEOUS

8.1 Representation. **Declarant** hereby represents and warrants that there is no restriction of record on the development, enlargement, or use of the **Subject Property**, nor any present or presently existing estate or interest in the **Subject Property**, nor any existing lien, obligation, covenant, easement, limitation, or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the **Subject Property** as a **Community Facility Development Project** as set forth herein.

8.2 Binding Nature; Successors and Assigns.

(a) The provisions of this **Declaration** shall be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors, legal representatives and assigns of **Declarant** to the **Subject Property**, including Mortgagee (provided Mortgagee shall have no performance or payment obligations unless and until any such Mortgagee succeeds to a possessory interest), and references to **Declarant** shall be deemed to include such heirs, successors, legal representatives and assigns as well as the successors to their interests in the **Subject Property**, subject to the further provisions of this Section 8.2. Reference in this **Declaration** to agencies or instrumentalities of the **City** shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

(b) Notwithstanding anything to the contrary contained in this **Declaration**, in the event that any building in the **Community Facility Development Project** is converted to condominium or cooperative corporation forms of ownership, the **Coop/Condominium** (as hereinafter defined) and any Unit Interested Party (except that where the **Declarant** or any successor in interest to **Declarant** is also a Unit Interested Party, it shall remain obligated as **Declarant** pursuant to the provisions of this **Declaration**) shall not have any obligations under this **Declaration** to construct **the Publicly Accessible Area**.

(c) Notwithstanding the provisions of Section 8.2(b), in the event that a temporary or permanent certificate of occupancy has been issued for any portion of the **Community Facility Development Project** prior to the receipt of a Notice of Substantial or **Final Completion** due to **Force Majeure**, the **Declarant** that developed such portion of the **Community Facility Development Project** allowed to proceed due to the **Force Majeure** event shall remain obligated as **Declarant** hereunder until a **Notice of Final Completion** has been issued.

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

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

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

8.6 Effective Date. This **Declaration** and the provisions and covenants hereof shall become effective as of the date of recordation of this **Declaration** in accordance with Section 8.5 above.

8.7 Notice.

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

(i) if to **Declarant**:
to the address at the commencement of this **Declaration**

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

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

with a copy to:
the General Counsel of **CPC** at the same address

(iii) if to a Mortgagee:
[mortgagee]
at the address provided in writing to **CPC** in accordance with this **Declaration**

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

one **Declarant** at any time, any **Notice** from the **City** or the **CPC** shall he provided to all **Declarant**s of whom **CPC** has notice.

8.8 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 **Community Facility Development Project** subject to the **Community Facility Special Permit**. Nothing in this **Declaration** herein shall be construed to prohibit or preclude **Declarant** from filing for, or **DOB** from issuing, any permit for all or any portion of the **Community Facility Development Project**, in such phase or order as **Declarant** sees fit in **Declarant's** sole discretion.

(b) Nothing in this **Declaration** shall be construed to prevent **Declarant** or any of **Declarant's** successors or assigns from making any application of any sort to any governmental agency or department (each an "**Agency**") in connection with the development of the **Subject Property**; provided, that **Declarant** shall include a copy of this **Declaration** in connection with any application for any such discretionary approval, and provided that nothing in this Section 8.8(b) shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other **Agency** or the **City**.

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

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

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

ARTICLE IX

CONDOMINIUMS AND COOPERATIVE CORPORATIONS

9.1 Filing Requirements.

(a) In the event that any part of the **Community Facility Development Project** shall be subject to a condominium declaration, or if any part of the **Community Facility Development Project** shall be owned or otherwise held by a cooperative corporation in accordance with the provisions of the laws of the State of New York (in either instance, referred to herein as the "**Coop/Condominium**," and such term shall refer to either organizational form), from and after the date the declaration of condominium has been recorded in the Office of the City Register, or the date that the **Community Facility Development Project** (or some portion thereof) shall be held by the cooperative corporation (the "**Coop/Condominium Obligation Date**"), under the

directorship of a duly elected or appointed Board of Directors or Board of Managers, as the case may be (the "**Board**"), the **Coop/Condominium** shall thereafter be deemed to be a **Declarant** under this **Declaration**. The owners of the shares of stock of the cooperative corporation, the holder of a lien encumbering any such shares, the holder of a proprietary lease or of any other right to occupancy or other interest therein, the owner of any residential or commercial unit in the condominium, or the holder of a lien encumbering any such condominium unit and the holder of any lease, right of occupancy or any other interest in such condominium unit, or the holder of any Affordable Housing Unit (each of the foregoing, hereinafter, a "Unit Interested Party") shall not be deemed to be a **Declarant** or a Party in Interest.

(b) From and after the date the **Declarant** no longer holds any fee interest in the **Subject Property** or any portion thereof (other than one or more individual residential or commercial condominium units or shares in a cooperative corporation), and provided the **Coop/Condominium** shall have been organized as provided in this **Declaration**, such **Coop/Condominium** shall be deemed to be the sole **Declarant** and Party in Interest under this **Declaration**. In such event, the **Coop/Condominium** shall be the sole party with any right to amend, modify, cancel, revise or otherwise change the **Declaration**, or make any application therefor.

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

9.2 Offering Plans. Upon the marketing and sale of securities appurtenant to units in a **Coop/Condominium** constructed or otherwise included in the **Community Facility Development Project** as is contemplated in this Article, a summary of the terms of this **Declaration** shall be included in any offering plan or "red herring" issued in connection therewith (the "**Offering Plan**"). Such Offering Plan shall clearly identify the rights and obligations of the unit owners or the owners of shares of stock in the cooperative corporation, as the case may be, under this **Declaration**. The cost of maintenance of the Publicly Accessible Area and the obligations of the **Coop/Condominium** under this **Declaration** are essential elements of the **City** actions permitting the development of the **Community Facility Development Project** in accordance with the provisions of this **Declaration**, and in accordance with any other approvals granted by the **City**, shall be included in any Offering Plan along with a copy of the **Declaration** and **PAA** Maintenance Agreement as exhibits.

9.3 Common Elements. Any condominium declaration shall, upon filing, contain provisions describing the **PAA** and all areas covered in the **PAA** as "common elements," as that term is constructed under RPL 339-I.

9.4 Estoppel. **Declarant** shall certify in writing to the **Chairperson**, or any individual succeeding to their jurisdiction, that all governing documents of the **Coop/Condominium** are in full compliance with the requirements of this **Declaration** and shall provide the **Chairperson** with

copies of such governing documents within ten (10) days of the **AG** approving the **Offering Plan**. If **Declarant** fails to comply with the provisions herein, the **City** may proceed with any available enforcement measures.

ARTICLE X

AMENDMENT, MODIFICATION, AND CANCELLATION

10.1 This **Declaration** may be amended, cancelled, or modified only upon application by **Declarant** with the express written consent of **CPC** or an agency succeeding to **CPC**'s jurisdiction and no other approval shall be required from any other public body, private person, or legal entity of any kind.

10.2 Notwithstanding anything to the contrary contained in Article 10.1 hereof, the **Chairperson** may by its express written consent administratively approve, without **CPC** approval, modifications or amendments to this **Declaration** that, in the sole judgment of the **Chairperson**, are determined by the **Chairperson** (x) to be a minor amendment or modification of this **Declaration** and (y) would not require additional environmental review.

10.3 In the event that the **Community Facility Development Project** shall become a **Coop/Condominium**, until the **Coop/Condominium** shall be deemed to be the sole Declarant and Party-in-Interest as contemplated in Section 9.1(b), any **Unit Interested Party** and any **Board** 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**.

10.4 Notwithstanding any other provision herein, this **Declaration** shall automatically and without any further public or private action be canceled, and the restrictions, covenants, obligations, liens and agreements hereof shall be of no further force and effect if, prior to the issuance by the **DOB** of a building permit for the **Community Facility Development Project**, **Declarant** delivers to the **Chairperson** and records with the **City Register's Office**, a document duly executed and acknowledged in which the **Declarant** discharges this **Declaration** of record and surrenders its rights to develop the **Community Facility Development Project**.

10.5 **Declarant** may cancel the **Declaration**, subsequent to the issuance by the **DOB** of a building permit for the **Community Facility Development Project**, if **Declarant** demonstrates to the **Chairperson** that no construction pursuant to the building permit has commenced.

[signature page to follow]

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

_____

_____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF)

) SS.:

COUNTY OF)

On the ____ day of _____, 20___, before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____

Notary Public

Exhibit A

Description of the Subject Property

As to Block 2620 Lot 56

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

BEGINNING at a point on the westerly side of Eagle Avenue, distant 43.79 feet northerly from the corner formed by the intersection of the westerly side of Eagle Avenue with the northerly side of East 161st Street;

RUNNING THENCE westerly and parallel with East 161st Street, 100 feet;

THENCE northerly and parallel with Eagle Avenue, 18.75 feet;

THENCE easterly again parallel with East 161st Street, 100 feet to the westerly side of Eagle Avenue;

THENCE southerly along the westerly side of Eagle Avenue, 18.75 feet to the point or place of BEGINNING.

As to Block 2620 Lot 52

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

BEGINNING at a point on the northerly side of East 161st Street, distant 100.00 feet westerly from the corner formed by the intersection of the said northerly side of East 161st Street with the westerly side of Eagle Avenue;

RUNNING THENCE northerly parallel with the westerly side of Eagle Avenue, 100.00 feet;

THENCE westerly parallel with the northerly side of East 161st Street, 26.90 feet;

THENCE southerly parallel with Eagle Avenue, 100.00 feet to the northerly side of East 161st Street;

THENCE easterly along the northerly side of East 161st Street, 26.89 feet to the point or place of BEGINNING.

Exhibit A (continued)

As to Block 2620 Lot 50

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

BEGINNING at the corner formed by the intersection of the northerly side of East 161st Street with the westerly side of Eagle Avenue;

RUNNING THENCE northerly along the westerly side of Eagle Avenue, 25.00 feet;

THENCE westerly parallel with East 161st Street, 100.00 feet;

THENCE southerly parallel with Eagle Avenue, 25.00 feet to the northerly side of East 161st Street;

THENCE easterly along the northerly side of East 161st Street, 100.00 feet to the corner, the point or place of BEGINNING.

As to Lot 49

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

BEGINNING at a point on the westerly side of Eagle Avenue, distant 25 feet northerly from the corner formed by the intersection of the westerly side of Eagle Avenue with the northerly side of East 161st Street;

RUNNING THENCE westerly and parallel with East 161st Street, 100 feet;

THENCE northerly and parallel with Eagle Avenue, 18.79 feet;

THENCE easterly again parallel with East 161st Street, 100 feet to the westerly side of Eagle Avenue;

THENCE southerly along the westerly side of Eagle Avenue, 18.79 feet to the point or place of BEGINNING.

Exhibit B

Certification of Parties-in-Interest

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

FREEDOM LAND TITLE AGENCY LLC, as agent for **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, a title insurance company licensed to do business in the State of New York and having its principal office at 395 North Service Road, Suite 302, Melville, NY 11747, 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 parties in interest consisting of a party in interest as defined in Section 12-10, subdivision (d) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are as follows:

NAME AND ADDRESS	NATURE OF INTEREST	DECLARATION OR WAIVER
Euro Eagle Ave LLC 14 Bond Street, Suite 220 Great Neck, New York 11021	Fee Title Owner of Block 2620 Lots 49, 50, 52 & 56	

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Block 2620 Lots 49, 50, 52 & 56 on the Tax Map of the City of New York, Bronx County, and more particularly described as follows:

AS TO BLOCK 2620 LOT 49:

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

BEGINNING at a point on the westerly side of Eagle Avenue, distant 25 feet northerly from the corner formed by the intersection of the westerly side of Eagle Avenue with the northerly side of East 161st Street;

RUNNING THENCE westerly and parallel with East 161st Street, 100 feet;

THENCE northerly and parallel with Eagle Avenue, 18.79 feet;

THENCE easterly again parallel with East 161st Street, 100 feet to the westerly side of Eagle Avenue;

THENCE southerly along the westerly side of Eagle Avenue, 18.79 feet to the point or place of BEGINNING.

AS TO BLOCK 2620 LOT 50:

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

BEGINNING at the corner formed by the intersection of the northerly side of East 161st Street with the westerly side of Eagle Avenue;

RUNNING THENCE northerly along the westerly side of Eagle Avenue, 25.00 feet;

THENCE westerly parallel with East 161st Street, 100 feet;

THENCE southerly parallel with Eagle Avenue, 25.00 feet to the northerly side of East 161st Street;

THENCE easterly along the northerly side of East 161st Street, 100.00 feet to the corner, the point or place of BEGINNING.

AS TO BLOCK 2620 LOT 52:

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

BEGINNING at a point on the northerly side of East 161st Street, distant 100.00 feet westerly from the corner formed by the intersection of the said northerly side of East 161st Street with the westerly side of Eagle Avenue;

RUNNING THENCE northerly parallel with the westerly side of Eagle Avenue, 100.00 feet;

THENCE westerly parallel with the northerly side of East 161st Street, 26.90 feet;

THENCE southerly parallel with Eagle Avenue, 100.00 feet to the northerly side of East 161st Street;

THENCE easterly along the northerly side of East 161st Street, 26.89 feet to the point or place of BEGINNING.

AS TO BLOCK 2620 LOT 56 :

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

BEGINNING at a point on the westerly side of Eagle Avenue, distant 43.79 feet northerly from the corner formed by the intersection of the westerly side of Eagle Avenue with the northerly side of East 161st Street;

RUNNING THENCE westerly parallel with East 161st Street, 100 feet;

THENCE northerly and parallel with Eagle Avenue, 18.75 feet;

THENCE easterly again parallel with East 161st Street, 100 feet to the westerly side of Eagle Avenue;

THENCE southerly along the westerly side of Eagle Avenue, 18.75 feet to the point or place of BEGINNING.

That the said premises are known as and by the street addresses 893 Eagle Avenue, Bronx, NY, 589 East 161st Street, Bronx, NY, 579 East 161st Street, Bronx, NY and 895 Eagle Avenue, Bronx, NY as shown on the following diagram:

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

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

Fidelity National Title Insurance Company
By: Freedom Land Title Agency LLC

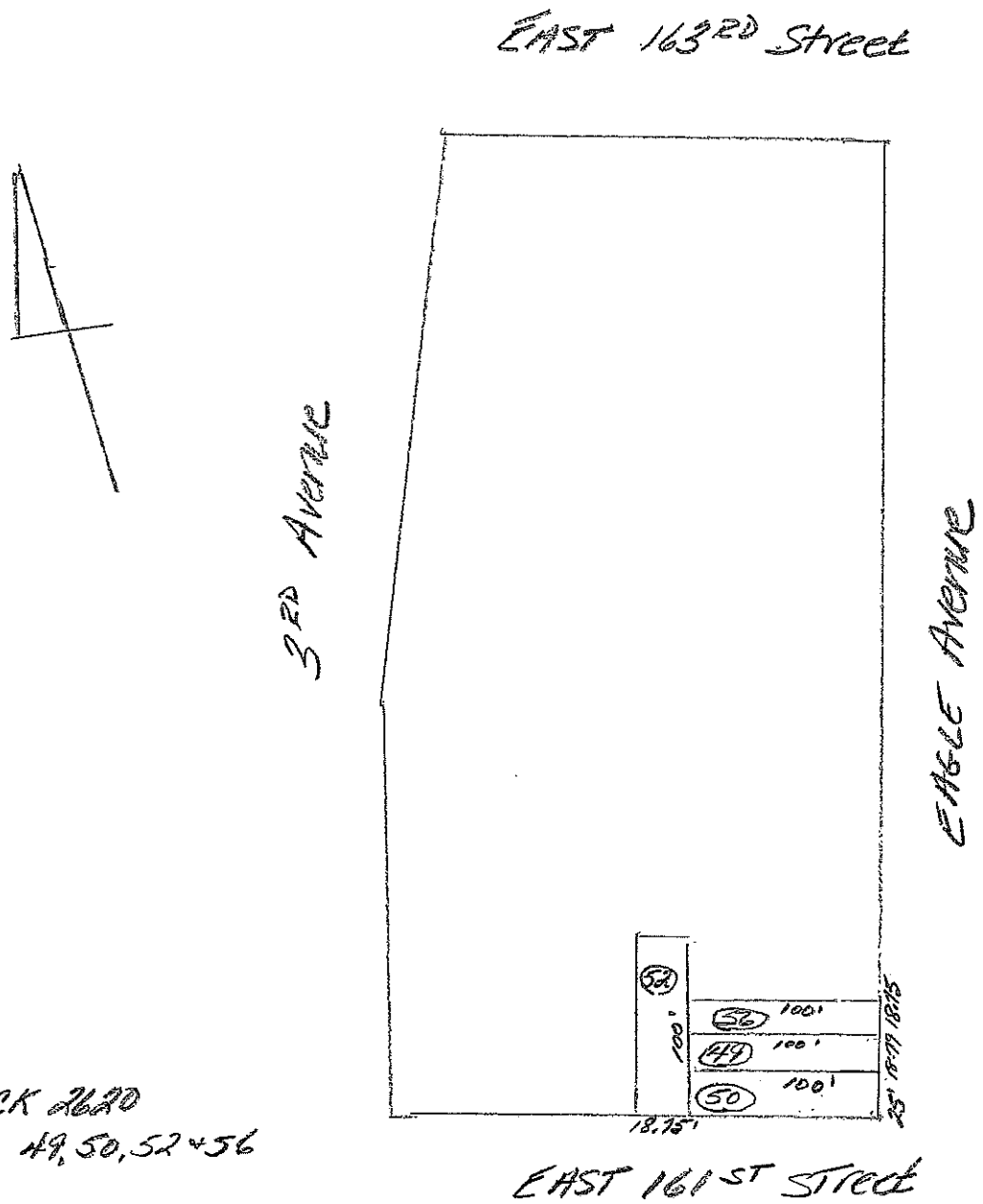
Norma DuVal, Senior Title Officer

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

On the 15 day of February, 2023, before me, personally appeared Norma DuVal personally known to me or proved to me on the basis of satisfactory evidence to the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public - State of New York

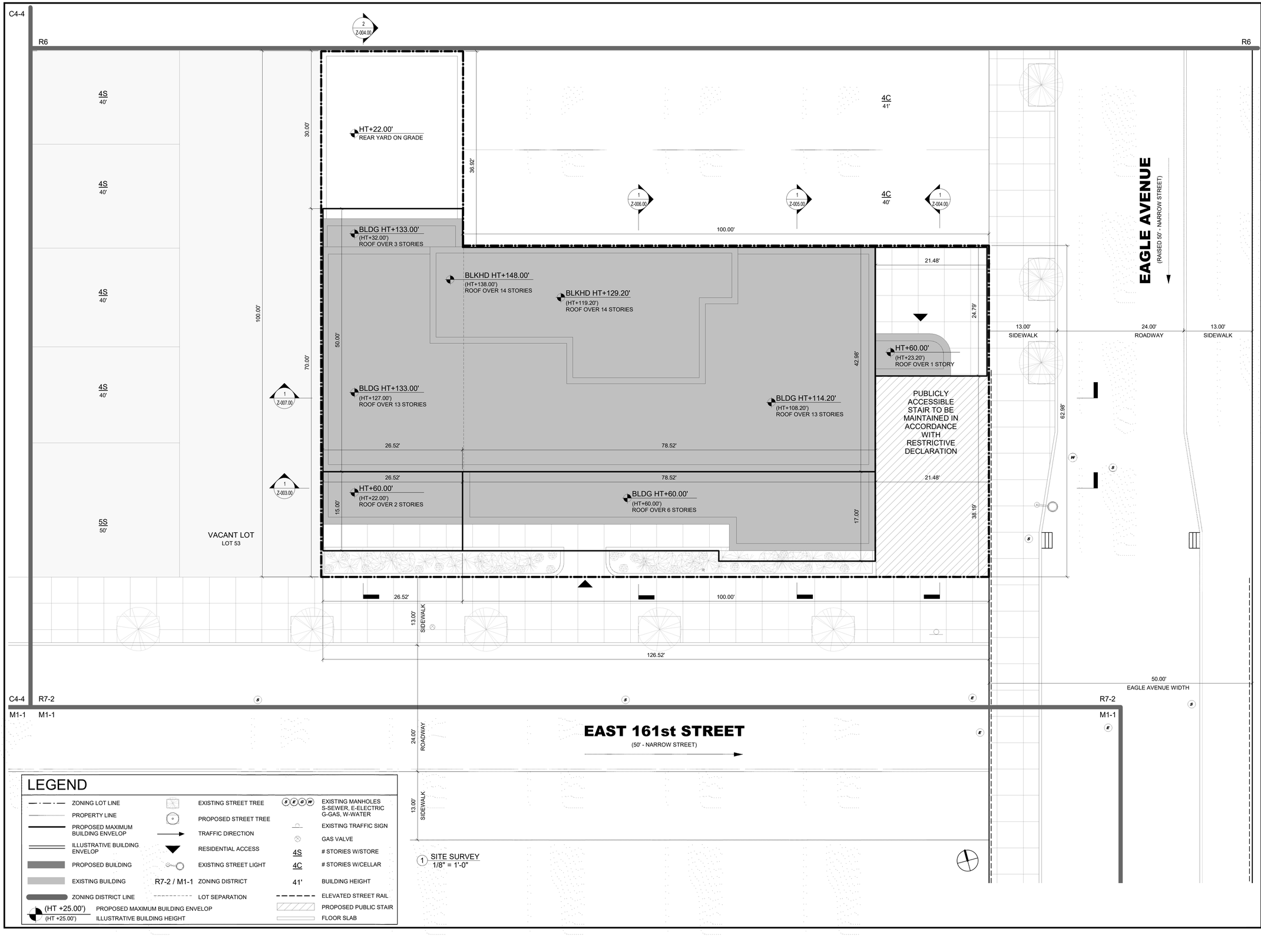
CATHERINE MADONIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6416592
Qualified in Suffolk County
My Commission Expires 04-19-2025



BLOCK 2620
LOTS 49, 50, 52 & 56

Exhibit C

Site Plan



1 SITE SURVEY
1/8" = 1'-0"

LEGEND

ZONING LOT LINE	EXISTING STREET TREE	S E G W	EXISTING MANHOLES S-SEWER, E-ELECTRIC G-GAS, W-WATER
PROPERTY LINE	PROPOSED STREET TREE		EXISTING TRAFFIC SIGN
PROPOSED MAXIMUM BUILDING ENVELOP	TRAFFIC DIRECTION		GAS VALVE
ILLUSTRATIVE BUILDING ENVELOP	RESIDENTIAL ACCESS	4S	# STORIES W/STORE
PROPOSED BUILDING	EXISTING STREET LIGHT	4C	# STORIES W/CELLAR
EXISTING BUILDING	R7-2 / M1-1 ZONING DISTRICT	41'	BUILDING HEIGHT
ZONING DISTRICT LINE	LOT SEPARATION		ELEVATED STREET RAIL
(HT +25.00') PROPOSED MAXIMUM BUILDING ENVELOP			PROPOSED PUBLIC STAIR
(HT +25.00') ILLUSTRATIVE BUILDING HEIGHT			FLOOR SLAB

Project:

HOGAR EAGLE GARDENS
893 EAGLE AVENUE, BRONX, NEW YORK 10456

Owner:

H.O.G.A.R. INC.
HOUSING OPTIONS AND GERIATRIC ASSOCIATION RESOURCES, INC.
787 EAST 156TH STREET
BRONX, NEW YORK 10455

Housing Consultant:

COMMUNITY REVIVAL
66 TRILLIUM ROAD
FAIRFIELD, CT 06824

Architect:

URBAN ARCHITECTURAL INITIATIVES, RA, PC
The Woolworth Bldg / 233 Broadway, Ste. 2150 / NY, NY, 10279 T 212.879.1510 uai-ny.com

Consultants:

STRUCTURAL ENGINEER:

MECHANICAL ENGINEER:

CODE CONSULTANT:

Plot Plan:

Issuance Schedule

No.	Date	Description

Drawing Title:

SITE PLAN

Sign & Seal:

REGISTERED ARCHITECT ANTHONY K. SMITERS 022365 STATE OF NEW YORK

Drawing No.

Z-002.00

date	drawn by	job no.
03/10/23	RWF	P-15.07
sheet scale	checked by	DOB sheet
As Indicated	TS	3 OF 12

DOB NUMBER