



IN THE MATTER OF an application submitted by Omni New York LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of special permits pursuant to the following Sections of the Zoning Resolution:

1. Section 74-743(a)(1) – to allow the distribution of total allowable floor area without regard for the zoning lot lines or district boundaries; and
2. Section 74-743(a)(2) – to modify the height and setback requirements of Section 23-662 (Maximum Height of Buildings and Setback Regulations), Section 23-664 (Modified Height and Setback Regulations for Certain Inclusionary Housing Buildings or Affordable Independent Residences for Seniors), and Section 23-693 (Special Provisions Applying Adjacent to R1 through R6B Districts);

in connection with two proposed mixed-use developments, within a large-scale general development bounded by Quincy Street, a line 120 feet easterly of Marcus Garvey Boulevard, a line midway between Quincy Street and Gates Avenue, Lewis Avenue, a line midway between Gates Avenue and Monroe Street, a line 80 feet easterly of Marcus Garvey Boulevard, Monroe Street, and Marcus Garvey Boulevard (Block 1629, Lot 1 and Block 1634, Lot 1), in R6A, R6B, and R7A/C2-4* Districts, Borough of Brooklyn, Community District 3.

*Note: A portion of the site is proposed to be rezoned by changing existing R6A and R6B Districts to an R7A District and mapping a C2-4 District within the R7A District, under a concurrent related application for a Zoning Map change (C 230146 ZMK).

This application for a special permit, in conjunction with the related actions, was filed by Omni New York LLC on December 1, 2022. This application would facilitate the development of two mixed-use buildings totaling approximately 141,000 square feet and consisting of 155 income-restricted housing units, ground floor commercial and community facility uses, and open space at 281 and 311 Marcus Garvey Boulevard in the Bedford-Stuyvesant neighborhood of Brooklyn, Community District 3.

RELATED ACTIONS

In addition to the special permit (C 230148 ZSK) that is the subject of this report, implementation of the proposed project also requires action by the City Planning Commission on the following applications, which are being considered concurrently with this application:

- N 230147 ZRK** Zoning text amendment to Appendix F to establish a Mandatory Inclusionary Housing (MIH) area;
- C 230146 ZMK** Zoning map amendment to change R6A, R6A/C2-4, R6B, and R6B/C2-4 zoning districts to an R7A/C2-4 zoning district;
- C 230152 ZSK** Special Permit to reduce the number of required accessory residential off-street parking spaces.

BACKGROUND

A full background discussion and description of this project appears in the report for the related zoning map amendment (C 230146 ZMK).

ENVIRONMENTAL REVIEW

This application (C 230148 ZSK), in conjunction with the related applications (C 230146 ZMK, C 230152 ZSK, and N 230147 ZRK), 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 New York City Environmental Quality Review (CEQR) Rules of Procedure of 1991 and Executive Order No. 91 of 1977. The lead is the City Planning Commission. The designated CEQR number is 23DCP012K.

A summary of the environmental review, including the Environmental Assessment Statement (EAS) dated October 27, 2023, appears in the report on the related application for a zoning map amendment (C 230146 ZMK).

UNIFORM LAND USE REVIEW

This application (C 230148 ZSK), along with the related applications (C 230146 ZMK and C 230152 ZSK), was certified as complete by the Department of City Planning on October 30,

2023 and was duly referred to Community Board 3 and the Brooklyn Borough President, in accordance with Title 62 of the Rules of the City of New York, Section 2-02(b) along with the related application for a zoning text amendment (N 230147 ZRK), which was referred for information and review on November 8, 2023 in accordance with the procedures for non-ULURP matters.

Community Board Review

Community Board 3 held a public hearing on this application (C 230148 ZSK), in conjunction with the related actions, on January 3, 2024, and, on that date, by a vote of 29 in favor, none opposed, and none abstaining, adopted a resolution recommending approval of the application. A summary of the community board's recommendation appears in the report for the related zoning map amendment (C 230146 ZMK).

Borough President Recommendation

This application (C 230148 ZSK), in conjunction with the related actions, was considered by the Brooklyn Borough President, who held a public hearing on January 26, 2024, and, on February 6, 2024, issued a recommendation to approve the application. A summary of the Borough President's recommendation appears in the report for the related zoning map amendment (C 230146 ZMK).

City Planning Commission Public Hearing

On February 7, 2024 (Calendar No. 7), the City Planning Commission scheduled February 21, 2024, for a public hearing on this application (C 230148 ZSK). The hearing was duly held on February 21, 2024 (Calendar No. 18). There were six speakers in favor of the application and none in opposition, as described in the report on the related zoning map amendment (C 230146 ZMK).

CONSIDERATION

The Commission believes that this application for a grant of a special permit (C 230148 ZSK), in

conjunction with the related applications (C 230146 ZMK, C 230152 ZSK, and N 230147 ZRK), is appropriate. A full consideration and analysis of the issues and the reasons for approving the application appear in the report for the related zoning map amendment (C 230146 ZMK).

FINDINGS

The Commission hereby makes the following findings pursuant to Section 74-743 of the Zoning Resolution:

- (1) the distribution of floor area, open space, dwelling units, rooming units and the location of buildings, primary business entrances and show windows will result in a better site plan and a better relationship among buildings and open areas to adjacent streets, surrounding development, adjacent open areas and shorelines than would be possible without such distribution and will thus benefit both the occupants of the general large-scale development, the neighborhood, and the City as a whole;
- (2) the distribution of floor area and location of buildings will not unduly increase the bulk of buildings in any one block or unduly obstruct access of light and air to the detriment of the occupants or users of buildings in the block or nearby blocks or of people using the public streets;
- (3) Not applicable;
- (4) considering the size of the proposed general large-scale development, the streets providing access to such general large-scale development will be adequate to handle traffic resulting therefrom;
- (5) Not applicable;

- (6) Not applicable;
- (7) Not applicable;
- (8) Not applicable;
- (9) Not applicable;
- (10) a declaration with regard to ownership requirement in paragraph (b) of the #large-scale general development# definition in Section 12-10 (DEFINITIONS) has been filed with the Commission;
- (11) Not applicable; and
- (12) Not applicable.

RESOLUTION

RESOLVED, that having considered the Environmental Assessment Statement, for which Negative Declaration was issued on October 30, 2023, with respect to this application (CEQR No. 23DCP012K), the City Planning Commission finds that the actions described herein will have no significant impact on the environment; and be it further,

RESOLVED, by the City Planning Commission, pursuant to Sections 197-c and 201 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 Onmi New York LLC, pursuant to Sections 197-c and 201 of the New York City Charter, for the grant of a special permit pursuant to the following Sections of the Zoning Resolution:

- 1. Section 74-743(a)(1) – to allow the distribution of total allowable floor area without regard for the zoning lot lines or district boundaries; and

2. Section 74-743(a)(2) – to modify the height and setback requirements of Section 23-662 (Maximum Height of Buildings and Setback Regulations), Section 23-664 (Modified Height and Setback Regulations for Certain Inclusionary Housing Buildings or Affordable Independent Residences for Seniors), and Section 23-693 (Special Provisions Applying Adjacent to R1 through R6B Districts);

in connection with two proposed mixed-use developments, within a large-scale general development bounded by Quincy Street, a line 120 feet easterly of Marcus Garvey Boulevard, a line midway between Quincy Street and Gates Avenue, Lewis Avenue, a line midway between Gates Avenue and Monroe Street, a line 80 feet easterly of Marcus Garvey Boulevard, Monroe Street, and Marcus Garvey Boulevard (Block 1629, Lot 1 and Block 1634, Lot 1), in R6A, R6B, and R7A/C2-4 Districts, Borough of Brooklyn, Community District 5, as modified, is approved, subject to the following terms and conditions:

1. The property that is the subject of this application (C 230148 ZSK) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications and zoning computations indicated on the following approved plans, prepared by Magnusson Architecture & Planning PC, filed with this application, and incorporated in this Resolution:

<u>Drawing No.</u>	<u>Title</u>	<u>Last Date Revised</u>
Z-001	Zoning Analysis	07/21/2023
Z-002	Zoning Site Plan	07/21/2023
Z-004	Waiver Site Plan	07/21/2023
Z-005	Waiver Section	07/21/2023
Z-006	Waiver Section	07/21/2023
L-100	Landscape Site Plan	07/21/2023
L-200	POPS Signage	07/21/2023

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 Kings. Such restrictive declaration shall be deemed incorporated herein as a condition of this resolution.
5. In the event the property that is the subject of the application is developed as, sold as, or converted to condominium units, a homeowners' association, or cooperative ownership, a copy of this report and resolution and any subsequent modifications shall be provided to the Attorney General of the State of New York at the time of application for any such condominium, homeowners' or cooperative offering plan and, if the Attorney General so directs, shall be incorporated in full in any offering documents relating to the property.
6. 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.
7. 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 and the restrictive declaration 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 grounds 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 or of the restrictive declaration.

8. Neither the City of New York nor its employees or agents shall have any liability for money damages by reason of the city or such employees or agents failure to act in accordance with the provisions of this special permit.

The above resolution (C 230148 ZSK), duly adopted by the City Planning Commission on March 20, 2024 (Calendar No. 12), is filed with the Office of the Speaker, City Council, and the Borough President together with a copy of the plans of the development, 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., LEAH GOODRIDGE, Esq.,

RASMIA KIRMANI-FRYE, ORLANDO MARÍN, JUAN CAMILO OSORIO,

RAJ RAMPERSHAD, *Commissioners*



COMMUNITY/BOROUGH BOARD RECOMMENDATION

Project Name: 281-311 Marcus Garvey Blvd.			
Applicant:	Omni New York LLC	Applicant's Primary Contact:	Barak Wrobel
Application #	230148ZSK	Borough:	Brooklyn
CEQR Number:	23DCP012K	Validated Community Districts:	K03

Docket Description:
 IN THE MATTER OF an application submitted by Omni New York LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of special permits pursuant to the following Sections of the Zoning Resolution:1. Section 74-743(a)(1) - to allow the distribution of total allowable floor area without regard for the zoning lot lines or district boundaries; and 2. Section 74-743(a)(2) - to modify the height and setback requirements of Section 23-662 (Maximum Height of Buildings and Setback Regulations), Section 23-664 (Modified Height and Setback Regulations for Certain Inclusionary Housing Buildings or Affordable Independent Residences for Seniors), and 23-693 (Special Provisions Applying Adjacent to R1 through R6B Districts);in connection with two proposed mixed-use developments, within a large-scale general development bounded by Quincy Street, a line 120 feet easterly of Marcus Garvey Boulevard, a line midway between Quincy Street and Gates Avenue, Lewis Avenue, a line midway between Gates Avenue and Monroe Street, a line 80 feet easterly of Marcus Garvey Boulevard, Monroe Street, and Marcus Garvey Boulevard (Block 1629, Lot 1 and Block 1634, Lot 1), in R6A, R6B, and R7A/C2-4* Districts, Borough of Brooklyn, Community District 3.*Note: A portion of the site is proposed to be rezoned by changing existing R6A and R6B Districts to an R7A District and mapping a C2-4 District within the R7A District, under a concurrent related application for a Zoning Map change (C 230146 ZMK).Plans for this proposal are on file with the City Planning Commission and may be seen on the Zoning Application Portal at <https://zap.planning.nyc.gov/projects/2021K0145> , or the Department of City Planning, 120 Broadway, 31st Floor, New York, NY, 10271-0001.

Please use the above application number on all correspondence concerning this application

RECOMMENDATION: Favorable			
# In Favor: 29	# Against: 0	# Abstaining: 0	Total members appointed to the board: 29
Date of Vote: 1/3/2024 12:00 AM		Vote Location: 1360 Fulton Street, 5th Floor	

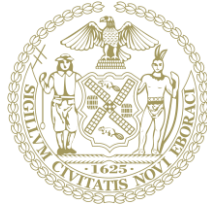
Please attach any further explanation of the recommendation on additional sheets as necessary

Date of Public Hearing: 1/3/2024 7:00 PM	
Was a quorum present? Yes	<i>A public hearing requires a quorum of 20% of the appointed members of the board but in no event fewer than seven such members</i>
Public Hearing Location:	1360 Fulton Street, 5th Floor Community Room

CONSIDERATION:		
Recommendation submitted by	BK CB3	Date: 1/8/2024 4:19 PM

ANTHONY BUISSERETH
CHAIR

IVY GAMBLE COBB, FIRST VICE CHAIR
MICHAEL CATLYN, SECOND VICE CHAIR



C. DORIS PINN, TREASURER
MONIQUE ANTOINE, EXECUTIVE SECRETARY

THE CITY OF NEW YORK
BROOKLYN COMMUNITY BOARD No. 3
1360 FULTON STREET, 2ND FLOOR
BROOKLYN, NEW YORK 11216

January 5, 2024

Daniel Garodnick, Chair
Department of City Planning
120 Broadway, 31st fl.
New York, NY 10271

RESOLUTION

Approving the 281-311 Marcus Garvey Boulevard ULURP Application (C230146ZMK)

Committee of Origin: Housing & Land Use Committee

Re: Application submitted by Omni New York LLC pursuant to Sections 197-c and 201 of the New York City Charter for an amendment to the Zoning Map, Section No.17a

- A. changing from an R6A District to an R7A District property (C230146ZMK) bounded by a line midway between Quincy Street and Gates Avenue, a line 100 feet easterly of Marcus Garvey Boulevard, a line midway between Gates Avenue and Monroe Street, and Marcus Garvey Boulevard;**
- B. changing from an R6B District to an R7A District property bounded by:
 - 1. Quincy Street, a line 100 feet easterly of Marcus Garvey Boulevard, a line midway between Quincy Street and Gates Avenue, and Marcus Garvey Boulevard; and**
 - 2. a line midway between Gates Avenue and Monroe Street, a line 100 feet easterly of Marcus Garvey Boulevard, Monroe Street, and Marcus Garvey Boulevard; and****
- C. establishing within the proposed R7A District a C2-4 District bounded by Gates Avenue, a line 100 feet easterly of Marcus Garvey Boulevard, Monroe Street, and Marcus Garvey Boulevard;**

to create a new Mandatory Inclusionary Housing Area and provide a City Planning Commission Special Permit for a Large-Scale General Development for the development of two proposed 10-story mixed-use buildings, at the corners of Quincy Street and Monroe Street, including 84 dwelling units at 281 Marcus Garvey Boulevard and 71 dwelling units at 311 Marcus Garvey Boulevard, in Bedford Stuyvesant, Community District 3, Brooklyn.

The proposed project was presented for a public hearing at a regularly scheduled, in-person Brooklyn Community 3 Full Board meeting on January 3, 2024. It was presented by representatives of the Applicant, Omni New York LLC.

The presentation included a site plan, neighborhood images, and proposed design drawings including unit counts and proposed affordability levels. Committee members in attendance caucused after the hearing to finalize its recommendation to the Full Board.

Committee Observations

The proposed zoning change was previously presented to the Committee at its December 13, 2023 meeting. The proposal is to create 155 units of 100% permanently affordable housing with income requirements not to exceed 80% AMI under applicant NYC MIH program regulations.

Improvements to the existing multi-family adjacent housing will be made including open space, recreational programming, and facilities for all residents of the existing adjacent housing.

The two new buildings are to be 10 stories each, with ground floor commercial space planned for the existing boxing training facility and grocery uses.

Committee Comments

Affordable housing is a critical issue in Community District 3. Studies show that affordability impacts housing stability for adults and children and helps them address challenges and pursue goals. Household with affordable rents generally have improved outcomes in employment, health, and education. According to the most recent data from the NYU Furman Center, 54.9% of renters in Bedford-Stuyvesant are rent burdened – paying more than 30% of the income toward rent. 27.5% are “severely rent burdened” which means they allocate at least 50% of their income to rent.

Rent burdened tenants are the most housing insecure and at high risk of homelessness if they experience job loss. With the median asking rent \$2,500 per month for two-bedroom apartment, housing costs are becoming less affordable for both low- and middle-income residents. Most families would need a minimum annual income of \$100,000 qualify to rent apartments at the median asking rent. The median income for renters in Bedford-Stuyvesant was \$46,600; an affordable rent rate would be \$1,165.

Community District 3 is experiencing steady population growth at the rate of 14.4% between 2010 and 2020., outpacing NYC’s overall growth rate of 7.7% in that same period. While the majority (62.5%) of the population is of Black/African American and/or Hispanic origin, there has been a 22.4% decline among Black/African American residents.

The proposed Zoning Change and MIH area expansion appears to be responsive to the CD3's Needs Assessment's "Most Pressing Issue" of Affordable Housing.

Therefore, with due consideration to Committee Comments, Brooklyn Community Board 3 resolves to APPROVE the proposed Zoning Map Amendment and Zoning Text Amendment described above.

Committee Vote: 8 – In Favor; 0 – Against; 0 – Abstention
Full Board Vote: 29 – In Favor; 0 – Against; 0 – Abstention



Anthony Buissereth, Chair
Brooklyn Community Board 3

C. Doris Pinn

C. Doris Pinn, Chair
Brooklyn Community Board 3 Housing and Land Use Committee



BOROUGH PRESIDENT RECOMMENDATION

Project Name: 281-311 Marcus Garvey Blvd.	
Applicant: Omni New York LLC	Applicant's Administrator: Barak Wrobel
Application # 230148ZSK	Borough: Brooklyn
CEQR Number: 23DCP012K	Validated Community Districts: K03

Docket Description:
 IN THE MATTER OF an application submitted by Omni New York LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of special permits pursuant to the following Sections of the Zoning Resolution:1. Section 74-743(a)(1) - to allow the distribution of total allowable floor area without regard for the zoning lot lines or district boundaries; and 2. Section 74-743(a)(2) - to modify the height and setback requirements of Section 23-662 (Maximum Height of Buildings and Setback Regulations), Section 23-664 (Modified Height and Setback Regulations for Certain Inclusionary Housing Buildings or Affordable Independent Residences for Seniors), and 23-693 (Special Provisions Applying Adjacent to R1 through R6B Districts);in connection with two proposed mixed-use developments, within a large-scale general development bounded by Quincy Street, a line 120 feet easterly of Marcus Garvey Boulevard, a line midway between Quincy Street and Gates Avenue, Lewis Avenue, a line midway between Gates Avenue and Monroe Street, a line 80 feet easterly of Marcus Garvey Boulevard, Monroe Street, and Marcus Garvey Boulevard (Block 1629, Lot 1 and Block 1634, Lot 1), in R6A, R6B, and R7A/C2-4* Districts, Borough of Brooklyn, Community District 3.*Note: A portion of the site is proposed to be rezoned by changing existing R6A and R6B Districts to an R7A District and mapping a C2-4 District within the R7A District, under a concurrent related application for a Zoning Map change (C 230146 ZMK).Plans for this proposal are on file with the City Planning Commission and may be seen on the Zoning Application Portal at <https://zap.planning.nyc.gov/projects/2021K0145> , or the Department of City Planning, 120 Broadway, 31st Floor, New York, NY, 10271-0001.

Please use the above application number on all correspondence concerning this application

RECOMMENDATION: Favorable

Please attach any further explanation of the recommendation on additional sheets as necessary

CONSIDERATION: Please see attached memo for full comment.

Recommendation submitted by	BK BP	Date: 2/6/2024 2:43 PM
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Brooklyn Borough President Antonio Reynoso
Brooklyn Borough Hall
209 Joralemon Street, Brooklyn, NY 11201

City Planning Commission
120 Broadway, 31st Floor, New York, NY 10271
calendaroffice@planning.nyc.gov

Uniform Land Use Review Procedure (ULURP) Application

281-311 MARCUS GARVEY BLVD – C230152ZSK, C230146ZMK, N230147ZRK, C230148ZSK

IN THE MATTER OF a private application submitted by Omni New York LLC pursuant to Sections 197-c and 201 of the New York City Charter for a zoning map amendment, zoning text amendment, a special permit, and the reduction of existing parking to facilitate the development of two mixed-use buildings with 154 affordable units at 281-311 Marcus Garvey Boulevard, in the Bedford-Stuyvesant neighborhood of Community District 3.

BROOKLYN COMMUNITY DISTRICT 3

RECOMMENDATION

APPROVE
 APPROVE WITH
MODIFICATIONS/CONDITIONS

DISAPPROVE
 DISAPPROVE WITH
MODIFICATIONS/CONDITIONS

RECOMMENDATION FOR: 281-311 MARCUS GARVEY BLVD – C230152ZSK, C230146ZMK, N230147ZRK, C230148ZSK

The proposed project is in central Bed-Stuy, an area with a high concentration of multi-family, three-to four-story attached row houses. Numerous mixed-use developments with various community facilities are located nearby along Marcus Garvey Boulevard. The proposed development is in an approximately 20-minute walk from several subway stations, including the Utica Avenue and Kingston-Throop stations on the A and C lines along Fulton Street, the Gates Avenue station on the J and Z lines along Broadway, and the Bedford-Nostrand station on the G line along Lafayette Avenue. The area is also served by the B15, B38, B43, and B52 bus lines.

The Project Area includes two separate zoning lots, which consist of existing five existing six-story residential buildings, with 315 rent regulated units, a one-story parking garage for the residents, and two non-residential buildings. The applicant is seeking to redevelop the two non-residential buildings: 281 Marcus Garvey Boulevard is a two-story building that contains a boxing gym and day care center. 311 Marcus Garvey Boulevard is a one-story building with a medical office, restaurant, and supermarket. The current zoning is R6B, R6A, R6B/C2-4, R6A/C2-4, established by the Bedford-Stuyvesant contextual rezoning of 2007.

The applicant proposes a zoning map amendment to R7A/C2-4, a zoning text amendment to map Mandatory Inclusionary Housing (MIH), a City Planning Commission Special Permit for a Large-Scale General Development (LSGD), and the reduction of existing parking. The proposed project would contain two mixed-used buildings with a total of 154 affordable units (35 studios, 72 one-bedroom, 39 two-bedroom, and nine three-bedroom apartments). Twenty-four units would be set aside for formerly homeless individuals and families making below 40% of the Area Median Income (AMI), 63 units will be available for households earning between 30%-50% AMI, and 67 units will be available for households earning between 60%-80% AMI. The applicant will also create and improve 27,000 sq. ft. of open space through courtyards and sidewalk widening for residents of the proposed and existing developments.

Borough President Reynoso held a public hearing on this application on January 16, 2024. Two members of the public testified in favor of this item.

Community Board Position

Community Board 3 unanimously voted to approve this application on January 3, 2024.

Approval Rationale

Borough President Reynoso believes the applicant's proposed development is appropriate. The development directly addresses the Housing Growth & Parking Demand Management Framework of the Comprehensive Plan for Brooklyn by increasing access to safe and healthy affordable housing (Goal 2). In creating a 100% income restricted development that goes beyond the affordability requirements of MIH, this application plays its role in creating a more affordable Brooklyn (Recs. 2.1.1 and 2.1.1). The applicant's Equity Report on Housing and Opportunity found that this is a neighborhood with an "intermediate" displacement risk, with a median income below that of the entire city. It also found that from 2010 to 2020, the Stuyvesant Heights neighborhood saw a dramatic 24 percent decrease in the Black non-Hispanic population, significantly more than the percent change in all of Brooklyn and NYC. Simultaneously, the White non-Hispanic population has increased by 130%. The Borough President supports affordable housing construction to help Brooklynites remain in their neighborhood.

Additionally, this project's aim to reduce the existing parking requirements supports the Comprehensive Plan's recommendation to developers to use all allowable Floor Area Ratio (FAR) and seek parking waivers to maximize housing unit production (Rec. 2.2.5).

This application aligns with the Plan's Healthy Streets & Environment Framework, and aspects of Goal 4: Active Living and Transit, by beautifying over 27,000 sq ft of open space (Rec. 4.2.1). The Borough President also understands the existing boxing gym is a critical community asset. To that end, he supports the gym returning to the site post-construction and requests that the applicants find a nearby temporary relocation space during construction.

Recommendation

Be it resolved that the Brooklyn Borough President, pursuant to Sections 197-c and 201 of the New York City Charter, recommends that the City Planning Commission and City Council approve this application.



February 6, 2024

BROOKLYN BOROUGH PRESIDENT

DATE

EXHIBIT A

EXHIBIT A

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

Made by:

690 Gates Housing Development Fund Corporation, and
745 Gates Housing Development Fund Corporation

Dated:

_____, 2024

**KINGS COUNTY
Block 1629, Lot 1
Block 1634, Lot 1**

RECORD AND RETURN TO:

Holland & Knight LLP
31 West 52nd Street
New York, NY 10019
Attention: Barak Wrobel. Esq.

SCHEDULE OF EXHIBITS

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

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS **DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT**, made as of this ____ of _____, 2024 (the "**Declaration**"), by 690 Gates Housing Development Fund Corporation, c/o Paths Development at 909 Third Avenue, 21st Floor ("**690 HDFC**"), 690 Gate, L.P., c/o Paths Development at 909 Third Avenue, 21st Floor ("**690 LP**"), 745 Gates Housing Development Fund Corporation, c/o Paths Development at 909 Third Avenue, 21st Floor ("**745 HDFC**"), and 745 Gates, L.P., c/o Paths Development at 909 Third Avenue, 21st Floor ("**745 LP**", together with **690 HDFC**, **690 LP** and **745 HDFC**, collectively known as "**Declarant**").

W I T N E S S E T H:

WHEREAS, **690 HDFC** is the owner in fee simple of certain real property located in the Borough of Brooklyn, County of Kings, City and State of New York, designated for real property tax purposes as Block 1634, Lot 1, which real property is more particularly described in **Exhibit A.1** annexed hereto (the "**690 Parcel**"); and

WHEREAS, **690 LP** is the beneficial and equitable owner of the 690 Parcel; and

WHEREAS, **745 HDFC** is the owner in fee simple of certain real property located in the Borough of Brooklyn, County of Kings, City and State of New York, designated for real property tax purposes as Block 1629, Lot 1, which real property is more particularly described in **Exhibit A.2** annexed hereto (the "**745 Parcel**", together with 690 Parcel the "**Subject Property**"); and

WHEREAS, **745 LP** is the beneficial and equitable owner of the 745 Parcel; 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 hereinafter referred to as the "**Large-Scale Development Project**"); and

WHEREAS, in connection with the Large-Scale Development Project, Declarant has filed an application with the New York City Department of City Planning ("**DCP**") for approval by New York City Planning Commission (the "**Commission**" or "**CPC**") of:

- (1) a Map Amendment to Zoning Map Section 17a to change the Subject Property from R6A, R6B, R6A/C2-4 zoning districts to a R7A/C2-4 zoning district, under Application No. C 230146 ZMK;
- (2) a Text Amendment to Appendix F of the Zoning Resolution to create a Mandatory Inclusionary Housing district at the Subject Property under Application No. N 230147 ZSK; and
- (3) a Special Permit, pursuant to Zoning Resolution Section 74-743, to waive ZR Sections 23-664 and 23-693 applicable to the Subject Property under Application No. C 230148 ZSK (the "**Large-**

Scale Special Permit”); and

(4) a Special Permit, pursuant to Zoning Resolution Section 74-532, to waive ZR 25-23 and 25-251 applicable to the Subject Property under Application No. C 230152 ZSK (the “**Parking Special Permit**”) (collectively, with the Zoning Map Amendment, the Text Amendment, and the Large-Scale Special Permit, the “**Application**”); and

WHEREAS, the site plan for the Large-Scale Development Project, attached hereto as Exhibit C, designates a Publicly Accessible Area that is 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, in connection with the Application, an Environmental Assessment Statement (the “**EAS**”) was completed as part of City Environmental Quality Review (“**CEQR**”) with CEQR No. 23DCP012K; and

WHEREAS; the EAS was performed pursuant to Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY §5-01 et seq. and the State Environmental Quality Review Act, New York State Environmental Conservation Law § 8-0101 et seq., and the regulations promulgated thereunder at 6 NYCRR Part 617 (“**SEQRA**”); and

WHEREAS; the EAS determined the Application would have no significant adverse impact upon the environment and DCP has issued a negative declaration indicating same; and

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

WHEREAS, BellRow Title Agency, LLC (the “**Title Company**”) has certified in the certification (the “**Certification**”) attached hereto as **Exhibit B:1** and made a part hereof, that as of October 20, 2023, Declarant and the parties identified in the Certification are the sole parties-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 either executed this Declaration or waived their right to execute and subordinated their interest in the Subject Property to this Declaration by written instrument annexed hereto as **Exhibit B:2** and made a part hereof, which instrument is intended to be recorded simultaneously with 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, the Declarant does hereby declare and agree that the Subject Property shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations, easements, and agreements of this Declaration, which shall run with the Subject Property and which shall be binding on the Declarant, its successors and assigns as follows:

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 Large-Scale Development Project.

“**Board**” shall have the meaning set forth in Section 9.1 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) of this Declaration.

“**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 Co-op/Condominium (hereinafter defined) only from and after the Co-op/Condominium Obligation Date and only as set forth in Section 9.1.

“**Delay Notice**” shall have the meaning set forth in Section Section 6.4 of this Declaration.

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

“Development” shall mean the construction of the Large-Scale Development Project.

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

“DOT” shall mean the New York City Department of Transportation 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 Plans 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 6.4 of this Declaration.

“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 of the Publicly Accessible Area; 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.

“**HPD**” shall mean the New York City Department of Housing Preservation and Development, or any successor to its jurisdiction.

“**Large-Scale Development Project**” shall have the meaning set forth in the Recitals.

“**Large-Scale Special Permit**” 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 Large-Scale Development Project.

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

“**Maintenance Security**” shall have the meaning set forth in Section 6.3 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 of this Declaration.

“**Notice of Final Completion**” shall have the meaning set forth in Section 6.5 of this Declaration.

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

“**Party-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.

“**Possessory Interest**” shall mean (x) a fee interest in the Subject Property or any portion thereof or (y) the lessee’s estate in a ground lease of all or substantially all the Subject Property or a portion thereof.

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

“**Public Access Easement**” shall have the meaning set forth in Article 3.2 of this Declaration.

“**Register’s Office**” shall mean the Register’s Office of the City of New York, Queens County.

“**Site Plans**” shall mean the plans set forth in Exhibit C and referred to in Article 2.2 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 Plans 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 **Designation of Large-Scale General Development.** **Declarant** hereby declares and agrees that, following the Effective Date (as defined in Section 8 hereof), the **Subject Property**, if developed pursuant to the Large-Scale Special Permit, shall be treated as a large-scale general development site and shall be developed and enlarged as a single unit pursuant to the New York City Zoning Resolution.

2.2. **Development and Use of the Subject Property.** If the **Subject Property** is developed in whole or part in accordance with the Large-Scale Special Permit, **Declarant** covenants that the **Subject Property** shall be developed in substantial conformity with the following plans prepared by Magnussen Architecture & Planning PC, and by Terrain NYC Landscape Architecture P.C., approved as part of the Large-Scale Special Permit and annexed hereto in **Exhibit “C”** and made a part hereof (“**Site Plans**”):

Drawing No.	Title	Date
Z-001	Zoning Analysis	07/21/23
Z-002	Zoning Site Plan	07/21/23
Z-004	Waiver Site Plan	07/21/23
Z-005	Waiver Section	07/21/23
Z-006	Waiver Section	07/21/23
L-100	Landscape Site Plan	07/21/23
L-200	POPS Signage	07/21/23

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 set forth in the **Site Plans**, 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 during the hours of 6:00 a.m. to 10:00 p.m. all year.

(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 a 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 Section 3.3(c) herein.

(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 2.3(b), 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 Section 3.3(c) herein, **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) Landscape Maintenance. A maintenance program for the planted portions of the **Publicly Accessible Area** shall be established, consisting of a “Spring Start-up Period” program, a “Season Closing Period” program, and a continuing maintenance program through the “Growing Season.”

(i) Spring Start-Up Period: The Spring Start-up Period shall commence on March 1st and terminate not later than the end of the second week of April of each calendar year. The following work shall be undertaken and carried out annually during the Spring Start-up Period:

- (aa) Remove any winter protectives from trees, shrubs and other planting materials;
- (bb) Remove all landscaping debris including leaves and dead branches;
- (cc) Prune and trim trees that have overextended, dead or otherwise unsightly branches to maintain natural form;
- (dd) Remove or destroy any weeds growing between paving blocks, pavement, and concrete areas;
- (ee) Apply commercially available nitrogen rich fertilizer to trees, shrubs, planting materials and other lawn areas as appropriate;
- (ff) Remove any sand deposited as a result of winter sandings;
- (gg) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with specimens of substantially equal type and reasonable size;
- (hh) Reseed grassed areas as needed.

(ii) Season Closing Period: The Season Closing Period shall begin on October 1st and shall terminate not later than November 1st of each calendar year. The following work shall be undertaken and carried out during the Season Closing Period:

- (aa) Rake and collect leaves;
- (bb) Wrap trees, shrubs, and other plant materials as necessary to ensure adequate winter protection;
- (cc) Apply commercially available nitrogen rich fertilizer to all lawn areas;

(dd) Reseed grassed areas as needed.

(iii) Growing Season: The Growing Season shall commence at the end of the Spring Start-up period and shall terminate at the end of the Season Closing Period. The following work shall be undertaken and carried out during the Growing Season:

(aa) Inspect trees on a regular basis and spray when necessary;

(bb) Water all trees, shrubs, plantings and grass areas as necessary to maintain in a healthy condition. In extended periods of drought (i.e., little precipitation/high temperatures for more than one week) ground cover, trees, shrubs and other plantings shall be thoroughly watered, subject to City or State regulations governing water usage.

(cc) Mow grassed areas on a bi-weekly basis. During periods of excessive growth, mowing shall occur on a weekly basis. Reseed grassed areas as needed.

(dd) Weed as needed, no less than on a bi-weekly basis.

(c) Repairs and Replacements. **Declarant** shall perform repairs and replacements as needed to maintain the **Publicly Accessible Area** in state of good repair and in compliance with the specifications set forth in the Drawings. **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 Drawings and replacement materials shall match existing materials to the extent feasible. Repairs shall include, but not be limited to, the following:

(i) Benches or Other Seating: Maintenance, including replacement of any broken or missing slats and painting, as necessary;

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

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

(iv) 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;

(v) 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;

(vi) Plant Materials and Trees: Plant materials and trees that are dead, diseased and/or otherwise unhealthy shall be replaced with healthy specimens of substantially equal type and reasonable size; and

(vii) 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.

3.5 **Signage.** Pursuant to Local Law 116 of 2018, the **Publicly Accessible Area** qualifies as a Privately Owned Public Space (“POPS”), and **Declarant** shall comply with any signage regulations therein promulgated by **DCP** regarding POPS.

ARTICLE IV **PROJECT COMPONENTS RELATED TO THE ENVIRONMENT**

ARTICLE VI **CERTIFICATES OF OCCUPANCY**

6.1 **Temporary Certificates of Occupancy.**

(a) **Declarant** shall not accept a **TCO** for any new building 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** that lies adjacent to such building;

(ii) **Declarant** has provided **DCP** a **Maintenance Security** in accordance with the provisions of this **Declaration**;

(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**.

(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 **Large-Scale 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 **Large-Scale 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 or 7.1, 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 residential units on the **Subject Property** until the **Chairperson** certifies to **Declarant** and **DOB**

that the **Publicly Accessible Area** is **Finally Complete**, 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 6.4(a) 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 3.3 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 Large Scale Development Project on the **Subject Property** subject to the Large Scale Special Permit; provided, however, that such right of revocation shall not permit or be construed to permit the revocation of any certificate of occupancy for any use or improvement that exists on the **Subject Property** as of the date of this **Declaration**.

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 Application.

7.3 Prior to **City** instituting any proceeding to enforce the terms or conditions of this **Declaration** due to any alleged violation hereof, **City** shall give **Declarant**, every mortgagee of all or any portion of the Property 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 **City** why the alleged violation has not occurred. If a Mortgagee or Party in Interest performs any obligation or effects any cure **Declarant** is required to perform or cure pursuant to this **Declaration**, such performance or cure shall be deemed performance on behalf of **Declarant** and shall be accepted by any person or entity benefited hereunder, including **CPC** and **City**, as if performed by **Declarant**. If **Declarant**, any Party in Interest or Mortgagee commences to effect such cure within such thirty (30) day period (or if cure is not capable of being commenced within such thirty (30) day period, **Declarant**, any Party in Interest or Mortgagee commences to effect such cure when such commencement is reasonably possible), and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period (as such may be extended in accordance with the preceding clause) shall be extended for so long as **Declarant**, any Party in Interest or Mortgagee continues to proceed diligently with the effectuation of such cure. In the event that more than one **Declarant** exists at any time on the **Subject Property**, notice shall be provided to all **Declarants** from whom **City** has received notice in accordance with 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 large-scale general development 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 **Large-Scale 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 Public Access 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 **Large-Scale 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 **Large-Scale 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 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.

8.8 **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 Declarant set forth in the Recitals
c/o Paths Development
909 Third Ave, 21st Floor
New York NY 10003
Attention: Ken Spillberg, Head of Development

with a copy to:
Holland & Knight LLP
31 West 52nd Street
New York, NY 10019
Attention: Barak Wrobel, Esq.

- (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 be 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 be provided to all **Declarants** of whom **CPC** has notice.

8.9 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 (a “**Permit**”) for any portion of the Large Scale Development Project subject to the **Large-Scale 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 **Large-Scale 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 8.9(b) shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other **Agency** or the **City**.

8.10 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.

8.11 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.

8.12 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.

ARTICLE IX **CONDOMINIUMS AND COOPERATIVE CORPORATIONS**

9.1 Filing Requirements.

(a) In the event that any part of the **Large-Scale Development Project** shall be subject to a condominium **Declaration**, or if any part of the **Large-Scale 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 **Large-Scale 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 **Large-Scale 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 Public Access Area and the obligations of the **Coop/Condominium** under this **Declaration** are essential elements of the **City** actions permitting the development of the **Large-Scale 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 **Affordable Housing and Common Expenses**. No Affordable Housing Unit which may be constructed in the **Large-Scale Development Project** shall have any obligation for the Maintenance Obligations, **Maintenance Security**, or other costs to the **Coop/Condominium** attendant to this **Declaration**, and the calculation of any rents, common charges or maintenance on an Affordable Housing Unit shall not include any Pro Rata contribution thereto.

9.5 **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) not require additional environmental review.

10.3 In the event that the **Large-Scale 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 9.1(b), any **Unit Interested Party**, 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, **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 **Large-Scale Development Project**.

10.5 **Declarant** may cancel the **Declaration**, subsequent to the issuance by the **DOB** of a building permit for the **Large-Scale Development Project**, if **Declarant** demonstrates to the **Chairperson** that no construction pursuant to the building permit has commenced. In such event, **Declarant** acknowledges that the future development of the **Subject Property** will be subject to a new certification pursuant to the New York City Zoning Resolution Section 62-811.

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

By: 690 Gates Housing Development Fund Corporation
Name:
Title:
Signature:

By 690 Gates, L.P.
By: Betty Shabazz Developers, LLC, its general partner
Name: Michael Gilmartin
Title: Authorized Signer
Signature:

By: 745 Gates Housing Development Fund Corporation
Name:
Title:
Signature:

By: 745 Gates, L.P.

By: Medgar Evers Developers, LLC, its general partner

Name: Michael Gilmartin

Title: Authorized Signer

Signature:

ACKNOWLEDGEMENTS

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____, 2024, 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

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____, 2024, 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

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____, 2024, 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

STATE OF)
) SS.:
COUNTY OF)

On the ____ day of _____, 2024, 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.1

Description of the Subject Property

Block 1634 Lot 1

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

BEGINNING at the corner formed by the intersection of the northerly side of Monroe Street with the easterly side of Sumner Avenue;

RUNNING THENCE northerly along the said easterly side of Sumner Avenue, 200 feet to the corner formed by the intersection of the southerly side of Gates Avenue with the westerly side of Lewis Avenue;

THENCE southerly along said westerly side of Lewis Avenue, 100 feet;

THENCE westerly, parallel with the southerly side of Gates Avenue, 670 feet to a point;

THENCE southerly, parallel with the easterly side of Sumner Avenue, 100 feet to the northerly side of Monroe Street;

THENCE westerly along the northerly side of Monroe Street, 80 feet to the point or place of BEGINNING.

Exhibit A.2

Description of the Subject Property

Block 1629 Lot 1

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

BEGINNING at a point on the westerly side of Lewis Avenue, distant 100 feet north of the intersection of the westerly side of Lewis Avenue and the northerly side of Gates Avenue;

RUNNING THENCE westerly, parallel with Gates Avenue, a distance of 630 feet;

THENCE northerly, parallel with Sumner Avenue (n/k/a Marcus Garvey Boulevard), a distance of 100 feet;

THENCE westerly along the southerly side of Quincy Street, a distance of 120 feet to the easterly side of Sumner Avenue;

THENCE southerly along the easterly side of Sumner Avenue, a distance of 200 feet to the northerly side of Gates Avenue;

THENCE easterly along the northerly side of Gates Avenue, a distance of 750 feet to the westerly side of Lewis Avenue;

THENCE northerly along the westerly side of Lewis Avenue, a distance of 100 feet to the point or place of BEGINNING.