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**IN THE MATTER OF** an application submitted by the NYC Department of Housing Preservation and Development pursuant to Section 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 required open space without regard to zoning lot lines; and
2. Section 74-743(a)(2) – to allow the location of buildings without regard to applicable yard requirements of Sections 23-47 and 35-50 and height and setback regulations of Sections 23-62, 23-64, and 33-43;

in connection with a proposed mixed-use development, on property generally bounded by Bergen Avenue and its northeasterly centerline prolongation, Brook Avenue and East 149<sup>th</sup> Street (Block 2294, Lot 32, Block 2361, Lots 1, 25, 26, & 50, Block 2263, Lot 1), in a C6-2 District, within a Large-Scale General Development, Borough of the Bronx, Community District 1.

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An application (C 160270 ZSX) for a special permit pursuant to Section 74-743(a)(1) to allow the distribution of required open space without regard to zoning lot lines, and Section 74-743(a)(2) to allow the location of buildings without regard to applicable yard requirements of Sections 23-47 and 35-50 and height and setback regulations of Sections 23-62, 23-64, and 33-43 of the Zoning Resolution was filed by the New York City Department of Housing Preservation and Development (HPD) on April 6, 2016, in conjunction with several related actions, to facilitate the development of five mixed-use buildings containing approximately 831 affordable dwelling units, 160 supportive housing units, commercial space and community facility space, in Borough of the Bronx, Community District 1.

### **RELATED ACTIONS**

In addition to the application for a designation, project approval and disposition of city-owned property (C 160270 ZSX), which is the subject of this report, implementation of the proposed development also requires action by the City Planning Commission on the following applications, which are being considered concurrently with this application:

- C 160268 HAX Designation of property as an Urban Development Action Area and Urban Development Action Area Project and pursuant to Section 197-c, disposition of such property to a developer selected by HPD.
- C 160267 ZMX Amendment to the Zoning Map, Section 6a, changing from an M1-1 and C4-4 to a C6-2 District.
- C 160271 ZSX Special Permit, pursuant to ZR Section 74-744(b), to permit residential and non-residential uses to be arranged on the second floor within building B without regard for the location regulations of ZR Section 32-42.
- N 160269 ZRX Zoning Text Amendment pursuant to Appendix F, to add the project area to the list and maps of Mandatory Inclusionary Housing Areas.

### **BACKGROUND**

A full background discussion and description of this application appears in the report for the related UDAAP action (C 160268 HAX).

### **ENVIRONMENTAL REVIEW**

This application (C 160270 ZSX), in conjunction with the related actions (C 160267 ZMX, C 160268 HAX, N 160269 ZRX, C 160271 ZSX), 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 15HPD041X. The Lead Agency is the Department of Housing Preservation and Development.

A summary of the environmental review, including the Final Environmental Impact Statement (FEIS), issued on XXX 2016, appears in the report on the related application for the UDAAP action (C 160268 HAX).

## **UNIFORM LAND USE REVIEW**

This application (C 160270 ZSX), in conjunction with the related actions (C 160267 ZMX, C 160268 HAX, C 160271 ZSX), was certified as complete by the Department of City Planning on April 11, 2016, and was duly referred to Community Board 1 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 related application for a zoning text amendment, (N 160269 ZRX) which was referred for information and review in accordance with the procedures for non-ULURP matters.

### **Community Board Public Hearing**

Community Board 1 held a public hearing on this application (C 160270 ZSX), on April 28, 2016 and on that date, by a vote of 23 in favor, 0 in opposition, and 1 abstention, adopted a resolution recommending approval of the application with modifications/conditions.

A summary of the recommendations of Community Board 1 appears in the report on the related application for a UDAAP designation (C 160268 HAX).

### **Borough President Recommendation**

This application (C 160270 ZSX), was considered by the Bronx Borough President, who issued a recommendation approving the application on June 20, 2016.

### **City Planning Commission Public Hearing**

On June 8, 2016 (Calendar No. 4), the City Planning Commission scheduled June 22, 2016, for a public hearing on this application (C 160270 ZSX) and related actions. The hearing was duly held on June 22, 2016 (Calendar No. 21), in conjunction with the application for the related actions. There were a number of appearances, as described in the report for the related action (C 160268 HAX), and the hearing was closed.

## **CONSIDERATION**

The Commission believes that this application (C 160270 ZSX) is appropriate. A full consideration and analysis of the issues and the reasons for approving this application appear in the related report (C 160268 HAX).

## **FINDINGS**

The City Planning Commission hereby makes the following findings pursuant to Section 74-743(a)(1) and Section 74-743(a)(2) of the Zoning Resolution:

(a) For a #large-scale general development#, the City Planning Commission may permit:

(1) distribution of total allowable #floor area#, #rooming units#, #dwelling units#, #lot coverage# and total required #open space# under the applicable district regulations within a #large-scale general development# without regard for #zoning lot lines# or district boundaries, subject to the following limitations:

(i) no distribution of #bulk# across the boundary of two districts shall be permitted for a #use#

utilizing such #bulk# unless such #use# is permitted in both districts;

(ii) not applicable

(2) location of #buildings# without regard for the applicable #yard#, #court#, distance between #buildings#, or height and setback regulations;

(b) In order to grant a special permit pursuant to this Section for any large-scale general development, the Commission shall find that:

(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 developments, adjacent open areas and shorelines than would be possible without such distribution and will thus benefit both the occupants of the large-scale general 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) where a zoning lot of a large-scale general development does not occupy a frontage on a mapped street, appropriate access to a mapped street is provided;

(4) not applicable

(5) when the Commission has determined that the large-scale general development requires significant addition to existing public facilities serving the area, the applicant has submitted to the Commission a plan and timetable to provide such required additional facilities. Proposed facilities that are incorporated into the City's capital budget may be included as part of such plan and timetable;

(6) not applicable

(7) not applicable

(8) not applicable

(9) not applicable

(10) a declaration with regard to ownership requirements in paragraph (b) of the large-scale general development definition in Section 12-10 (DEFINITIONS) has been filed with the Commission; and

(11) not applicable

## **RESOLUTION**

**RESOLVED**, that the City Planning Commission finds that the actions described herein will have that having considered the Final Environmental Impact Statement (FEIS), for which a Notice of Completion was issued on July 29, 2016, with respect to this application (CEQR No. 15HPD041X) the City Planning Commission finds that the requirements of the New York State Environmental Quality Review Act and Regulations have been met and that:

1. Consistent with social, economic and other essential considerations from among the reasonable alternatives available, the action is one which avoids or minimizes adverse environmental impacts to the maximum extent practicable; and
2. The adverse environmental impacts identified in the FEIS will be minimized or avoided to the maximum extent practicable by the placement of (E) designations for Hazardous Materials, Air Quality, and Noise, as well as through the provisions of Sections 81-624 and 81-691(a)(3) of the Zoning Resolution, which form part of the action.

The report of the City Planning Commission, together with the FEIS, constitutes the written statement of facts, and of social, economic and other factors and standards, that form the basis of the decision, pursuant to Section 617.11(d) of the SEQRA regulations; and be it further

**RESOLVED**, by the City Planning Commission, pursuant to Section 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 the New York City Department of Housing Preservation and Development for the grant of a special permit pursuant to Section 74-743(a)(1) to allow the distribution of required open space without regard to zoning lot lines, and Section 74-743(a)(2) to allow the location of buildings without regard to applicable yard requirements of Sections 23-47 and 35-50 and height and setback regulations of Sections 23-62, 23-64, and 33-43 of a proposed mixed-use development, on property generally bounded by Bergen Avenue and its northeasterly centerline prolongation, Brook Avenue and East 149<sup>th</sup> Street (Block 2294, Lot 32, Block 2361, Lots 1, 25, 26, & 50, Block 2263, Lot 1), in a C6-2 District, within a

Large-Scale General Development, Borough of the Bronx, Community District 1, is approved, subject to the following conditions:

- 1) The property that is the subject of this application (C 160270 ZSX) 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 MHG Architects PC and FXFowle, filed with this application and incorporated in this resolution:

<b>Dwg. No.</b>	<b>Title</b>	<b>Last Date Revised</b>
Z-000.00	Title Sheet	04/05/2016
Z-003.00	Zoning Analysis, List of Actions & Average Curb Level	04/07/2016
Z-010.00	Site Plan Zoning Envelope	04/05/2016
Z-011.00	Enlarged Site Plan Zoning Envelope (Partial)	04/05/2016
Z-012.00	Enlarged Site Plan Zoning Envelope (Partial)	04/05/2016
Z-030.00	Open Space Plan	04/05/2016
Z.040.00	Building A – Waiver Plan	04/05/2016
Z-041.00	Building A – Height & Setback Waiver Diagrams	04/05/2016
Z-050.00	Building B – Waiver Plan	04/05/2016
Z-051.00	Building B – Height & Setback Waiver Diagrams	04/05/2016
Z-060.00	Building C & D – Waiver Plan	04/05/2016
Z-061.00	Building C & D – Height & Setback Waiver Diagrams	04/05/2016
Z-070.00	Building E – Waiver Plan	04/05/2016
Z-071.00	Building E – Height & Setback Waiver Diagrams	04/05/2016
Z-072.00	Building E – Height & Setback Waiver Diagrams	04/05/2016
L-000.00	Landscape Site Plan	04/05/2016
L-101.00	Building A, 2 <sup>nd</sup> Floor Material Plan- Part A	04/05/2016
L-102.00	Building A, 2 <sup>nd</sup> Floor Material Plan- Part B	04/05/2016
L-103.00	Building A, 2 <sup>nd</sup> Floor Material Plan- Part C	04/05/2016
L-104.00	Building A, 11 <sup>th</sup> Floor Material Plan	04/05/2016
L-111.00	Building B, Courtyard Material Plan – Part A	04/05/2016

L-112.00	Building B, Courtyard Material Plan – Part B	04/05/2016
L-113.00	Building B, 3 <sup>rd</sup> Floor Material Plan	04/05/2016
L-114.00	Building B, 12 <sup>th</sup> Floor material Plan	04/05/2016
L-121.00	Building D Courtyard Material Plan – Part A	04/05/2016
Z-122.00	Building D Courtyard Material Plan – Part B	04/05/2016

- 2) Such development shall confirm to all applicable provisions of the Zoning Resolution, except for the modifications specifically granted in this resolution and shown on the plan 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) 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, New York County. Such restrictive declaration shall be deemed incorporated herein as a condition of this resolution.
  
- 4) Such development shall conform to all applicable laws and regulations relating to its construction, operation and maintenance.
  
- 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, sublessee or occupant.
  
- 6) Upon 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 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.

- 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 160270 ZSX), duly adopted by the City Planning Commission on August 15, 2016 (Calendar No. 4) 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.

**CARL WEISBROD**, Chairman  
**RAYANN BESSER, IRWIN G. CANTOR, P.E., ALFRED C. CERULLO, III,**  
**JOSEPH DOUEK, RICHARD W. EADDY, HOPE KNIGHT, ANNA HAYES LEVIN,**  
**ORLANDO MARIN**, Commissioners

**KENNETH J. KNUCKLES, Esq.**, Vice Chairman, Commissioner, Recused

## DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS DECLARATION, made as of this \_\_\_\_ day of \_\_\_\_\_, 2016 by LA CENTRAL MANAGER LLC, a New York limited liability company, having an address at c/o The Hudson Companies, 826 Broadway, 11<sup>th</sup> Floor, New York, New York 10003 (“Declarant”).

### WITNESSETH:

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 2294, Lot 32, Block 2361, Lots 1, 25, 26, and 50, and Block 2363, Lot 1, which real property is more particularly described in **Exhibit A** annexed hereto and made a part hereof (the “Subject Property”); and

WHEREAS, Declarant desires to improve the Subject Property as a “large-scale general development” meeting the requirements of Section 12-10 of the Zoning Resolution of the City of New York (“Zoning Resolution” or “ZR”) definition of “large-scale general development” (such proposed improvement of the Subject Property, the “Large Scale Development Project”); and

WHEREAS, Declarant filed the following applications (collectively, the “Applications”) with the New York City Department of City Planning (hereinafter “City Planning”) for (i) a zoning map amendment to rezone portions of Blocks 2294, 2361 and 2363 from M1-1 to C6-2 and from C4-4 to C6-2 (ULURP No. 160267ZMX); (ii) a large scale general development special permit to allow distribution of total allowable floor area and open space without regard for zoning lot lines, pursuant to ZR §74-743(a)(1), and to permit location of buildings without

regard for applicable yard, height and setback regulations pursuant to ZR §74-743(a)(2) (ULURP No. 160270ZSX); (iii) a large scale general development special permit to allow residential and non-residential uses to be arranged within a building without regard for the location requirements of ZR §32-42 pursuant to ZR §74-744(b) (ULURP No. 160271ZSX) (items ii and iii collectively, the “Large Scale Special Permits”); (iv) zoning text amendment to map the Project Area as a Mandatory Inclusionary Housing Area in Appendix F of the Zoning Resolution (ULURP No. N160269ZRX); (v) disposition of the City-owned Subject Property; and (vi) designation of the Subject Property as an Urban Development Action Area Project; and

WHEREAS to insure that (i) the development of the Subject Property is consistent with the analyses in both the October 2015 Environmental Assessment Statement (“EAS”) and July 2016 Targeted Final Environmental Impact Statement (“FEIS”) issued for City Environmental Quality Review Application No. 15HPD041X pursuant to Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY § 5-01 et seq. (“CEQR”) 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 incorporates certain requirements for mitigation of significant adverse environmental impacts related to transportation (pedestrian circulation), and (ii) the development of the Subject Property includes certain project components related to the environment (“PCREs”) with respect to hazardous materials, air quality, and noise, which were material to the analysis of environmental impacts in the October 2015 EAS and July 2016 FEIS, Declarant has agreed to restrict the development, operation, use and maintenance of the Subject Property in certain respects, which restrictions shall be set forth in that certain Land Disposition Agreement to be entered into between the New York City Department of Housing Preservation and Development

(“HPD”) and Declarant and that certain Memorandum of Understanding to be entered into between HPD, the New York City Department of Transportation, and Declarant; and

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

WHEREAS, Chicago Title Insurance Company (the “Title Company”) has certified in the certification (the “Certification”) attached hereto as **Exhibit B** and made a part hereof, that as of \_\_\_\_\_, Declarant is the sole fee owner of the Subject Property;

WHEREAS, all parties-in-interest, as such term is defined in subdivision (c) of the definition of “zoning lot” in Section 12-10 of the Zoning Resolution, 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-1** 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 the Subject Property.

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

1. Designation of Large Scale General Development. Declarant hereby declares and agrees that, following the Effective Date (as defined in Section 7 hereof), the Subject Property, if developed pursuant to the Large Scale Special Permits, shall be

treated as a large-scale general development site and shall be developed and enlarged as a single unit.

2. Development of Large Scale Development Site.

(a) 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 MHG Architects PC, approved as part of the Large Scale Special Permits and annexed hereto in Exhibit C and made a part hereof (collectively, the “Plans”):

<b>Drawing No.</b>	<b>Title</b>	<b>Date</b>
Z-000.00	Title Sheet	04/05/16
Z-001.00	Area Map	04/05/16
Z-002.00	Survey	04/05/16
Z-003.00	Zoning Analysis, List of Actions & Average Curb Level	04/05/16
Z-010.00	Site Plan Zoning Envelope	04/05/16
Z-011.00	Enlarged Site Plan Zoning Envelope (Partial)	04/05/16
Z-012.00	Enlarged Site Plan Zoning Envelope (Partial)	04/05/16
Z-020.00	Ground Floor Plan	04/05/16
Z-021.00	Enlarged Ground Floor Plan (Partial)	04/05/16
Z-022.000	Enlarged Ground Floor Plan (Partial)	04/05/16

Z-023.00	Ground & 2 <sup>nd</sup> Floor Plans – Waiver Diagram	04/05/16
Z-030.00	Open Space Diagram	04/05/16
Z-040.00	Building A – Waiver Plan	04/05/16
Z-041.00	Building A – Height & Setback Waiver Diagrams	04/05/16
Z-050.00	Building B – Waiver Plan	04/05/16
Z-051.00	Building B – Height & Setback Waiver Diagrams	04/05/16
Z-060.00	Buildings C & D – Waiver Plan	04/05/16
Z-061.00	Buildings C & D – Height & Setback Waiver Diagrams	04/05/16
Z-070.00	Building E – Waiver Plan	04/05/16
Z-071.00	Building E – Height & Setback Waiver Diagrams	04/05/16
Z-072.00	Building E – Height & Setback Waiver Diagrams	04/05/16
Z-090.00	Illustrative Elevations	04/05/16
Z-091.00	Illustrative Elevations	04/05/16
Z-092.00	Illustrative Elevations	04/05/16
Z-093.00	Illustrative Elevations	04/05/16
Z-094.00	Streetscape Elevations	04/05/16
Z-095.00	Streetscape Elevations	04/05/16
Z-096.00	Streetscape Elevations	04/05/16
L-000.00	Landscape Site Plan	04/05/16
L-101.00	Building A, 2 <sup>nd</sup> Floor Material Plan – Part A	04/05/16

L-102.00	Building A, 2 <sup>nd</sup> Floor Material Plan – Part B	04/05/16
L-103.00	Building A, 2 <sup>nd</sup> Floor Material Plan – Part C	04/05/16
L-104.00	Building A, 11 <sup>th</sup> Floor Material Plan	04/05/16
L-111.00	Building B, Courtyard Material Plan	04/05/16
L-112.00	Building B, Courtyard Material Plan – Part B	04/05/16
L-113.00	Building B, 3 <sup>rd</sup> Floor Material Plan	04/05/16
L-114.00	Building B, 12 <sup>th</sup> Floor Material Plan	04/05/16
L-121.00	Building D, Courtyard Material Plan – Part A	04/05/16
L-122.00	Building D, Courtyard Material Plan – Part B	04/05/16
L-123.00	Building D, 9 <sup>th</sup> Floor Material Plan	04/05/16

(b) If the Declarant seeks to develop the Subject Property other than pursuant to the Large Scale Special Permits, the Large Scale Special Permits shall be deemed surrendered and Declarant may not develop the Subject Property except as permitted by the zoning district regulations and any other applicable restrictions.

3. 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.

4. Binding Effect. The restrictions, covenants, rights and agreements set forth

in this Declaration shall be binding upon Declarant and any successor or assign of Declarant; provided that the Declaration shall be binding on any Declarant only for the period during which such Declarant, or any successor or assign thereof, is the holder of an interest in the Subject Property and only to the extent of such Declarant's interest in the Subject Property. At such time as a Declarant or any successor to a Declarant no longer holds an interest in the Subject Property, such Declarant's or such Declarant's successor's obligations and liability under this Declaration shall wholly cease and terminate and the party succeeding such Declarant or such Declarant's successor shall assume the obligations and liability of Declarant pursuant to this Declaration with respect to actions or matters occurring subsequent to the date such party assumes an interest in the Subject Property to the extent of such party's interest in the Subject Property. For purposes of this Declaration, any successor to a Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of any interest in the Subject Property.

5. Recordation. Prior to accepting any new building permit for the construction of a new building on the Subject Property, 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 on or within 14 (fourteen) days of ~~after~~ the date of the disposition of the Subject Property pursuant to ULURP Application Nos. 160270ZSK and 160271ZSK (such date, 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.

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 5 above (the “Effective Date”).

7. Notice. All notices, demands, requests, consents, approvals, and other communications (each, a “Notice”) which may be or are permitted, desirable, or required to be given under this Declaration shall be in writing and shall be sent or delivered as follows:

(i) if to Declarant:

La Central Manager LLC  
c/o The Hudson Companies  
826 Broadway, 11<sup>th</sup> Floor  
New York, New York 10003  
Attn: Aaron Koffman

with a copy to:

Slater & Beckerman PC  
61 Broadway, Suite 1801  
New York, New York 10006  
Attn: Stefanie Marazzi, Esq.

(ii) if to CPC:

New York City Planning Commission  
120 Broadway, 31<sup>st</sup> 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 Party in Interest other than Declarant:

at the address provided in writing to CPC in accordance with this Section 7

(iv) if to a Mortgagee:

at the address provided in writing to CPC in accordance with this Section 7

Declarant, CPC, any Party in Interest, and any Mortgagee may, by notice provided in accordance with this Section 7, change any name or address for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (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 hereunder on the date the Notice was actually received or was refused; or (C) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from 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 of New York (“City”) or the CPC shall be provided to all Declarants of whom CPC has notice.

8. Defaults and Remedies.

(a) Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit the City. If Declarant fails to perform any of Declarant's obligations under this Declaration, the City shall have the right to enforce this Declaration against Declarant and exercise any administrative legal or equitable remedy available to the City, and Declarant hereby consents

to same; provided that this Declaration shall not be deemed to diminish Declarant's or any other Party in Interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it, and provided further, that the City's rights of enforcement shall be subject to the cure provisions and periods set forth in Section 8(c) and 8(d) hereof. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Declaration and a revocation by the City of any certificate of occupancy, temporary or permanent, for any portion of the Large Scale Development Project on the Subject Property subject to the Large Scale Special Permits; provided, however, that such right of revocation shall not permit or be construed to permit the revocation of any certificate of occupancy for any use or improvement that exists on the Subject Property as of the date of this Declaration.

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

(c) 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 thirty (30) business days written notice of such alleged violation, during which period Declarant 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 Declarant 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 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 continues to proceed diligently with the effectuation of such cure. In the event that more than one Declarant exists at any time on the Subject Property, notice shall be provided to all Declarants from whom City has received notice in accordance with Section 8 hereof, and the right to cure shall apply equally to all Declarants.

(d) If Declarant fails to observe any of the terms or conditions of this Declaration, and Declarant fails to cure such violation within the applicable grace period provided in Section 8(c) above, then, upon the expiration of such cure period, prior to institution by the City of any action or proceeding against Declarant, every Party in Interest to this Declaration or future Party in Interest which has given written notice of its name and interest in accordance with Section 7 hereof, shall be given thirty (30) days written notice of such alleged violation by the City, during which period each Party in Interest shall have the opportunity to effect such cure. If any Party in Interest commences to effect a cure during such thirty (30) day period and thereafter proceeds diligently to complete the effectuation of such cure, such cure period shall be extended for so long as any Party in Interest continues to proceed diligently toward such cure. If a 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 thereunder, including CPC and the City, as if performed by Declarant.

(e) If, after due notice and opportunity to cure as set forth in this Declaration, Declarant or a Party in Interest shall fail to cure the alleged violation, the City may exercise any and all of its rights, including without limitation those delineated in this Section 8 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.

9. Applications.

(a) Declarant shall include a copy of this Declaration with any application made to the New York City Department of Buildings (“Buildings”) 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 Permits. Nothing in this Declaration including but not limited to the declaration and covenant made in Section 1 hereof to develop and enlarge the Subject Property as a single unit, shall be construed to prohibit or preclude Declarant from filing for, or Buildings 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 9(b) shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City.

10. Amendment, Modification and Cancellation.

(a) This Declaration may be amended, cancelled, or modified 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.

(b) Notwithstanding anything to the contrary contained in Section 10 (a) hereof, the Chair of CPC may by its express written consent administratively approve modifications or amendments to this Declaration that, in the sole judgment of the Chair, are determined by the Chair to be a minor amendment or modification of this Declaration, and such minor modifications and amendments shall not require the approval of CPC or from any other any other public body, private person, or legal entity of any kind.

(c) This Declaration and its obligations and agreements are in contemplation of Declarant receiving approvals or modified approvals of the Applications. In the event that the Declarant withdraws the Applications before a final determination or the Applications are not approved, the obligations and agreements pursuant to this Declaration shall have no force and effect and this Declaration shall be canceled.

11. 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.

12. 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.

**[CONTINUED ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the undersigned has executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2016.

LA CENTRAL MANAGER LLC

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT A**

**METES AND BOUNDS DESCRIPTIONS OF SUBJECT PROPERTY**

**EXHIBIT B**

**CERTIFICATION OF PARTIES IN INTEREST**

**EXHIBIT B-1**

**WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION  
AND SUBORDINATION OF MORTGAGE**

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, a \_\_\_\_\_ (the "Mortgagee"), having its principal place of business at \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the Mortgagee is the lawful holder of that certain mortgage, dated \_\_\_\_\_ (the "Mortgage") made by [**La Central Manager LLC – TO BE CONFIRMED BY HUDSON**], a New York limited liability company (the "Mortgagor"), in favor of the Mortgagee, in the original principal amount of \$ \_\_\_\_\_, recorded in the Office of the Register/Clerk of the City of New York, County of \_\_\_\_\_, on \_\_\_\_\_ in Reel \_\_\_\_\_, Page \_\_\_\_\_; and

WHEREAS, the Mortgage encumbers all or a portion of the property (the "Premises") known as Block 2294, Lot 32, Block 2361, Lots 1, 25, 26, and 50, and Block 2363, Lot 1, on the Tax Map of the City of New York, County of the Bronx, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property is the subject of a restrictive declaration dated \_\_\_\_\_, (the "Declaration"), made by [**La Central Manager LLC – TO BE CONFIRMED**]; and

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

MORTGAGEE:

By: \_\_\_\_\_  
Name:  
Title:

**ACKNOWLEDGMENT**

State of New York  
County of \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

**EXHIBIT C**

**LARGE SCALE GENERAL DEVELOPMENT SPECIAL PERMIT PLANS**