

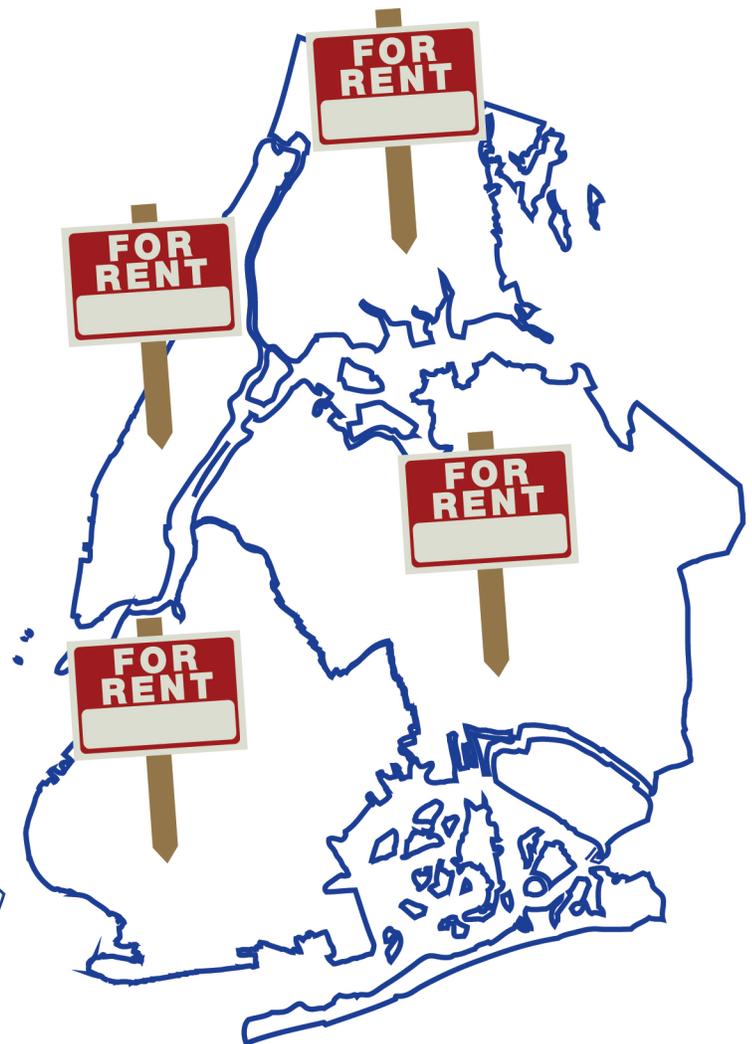
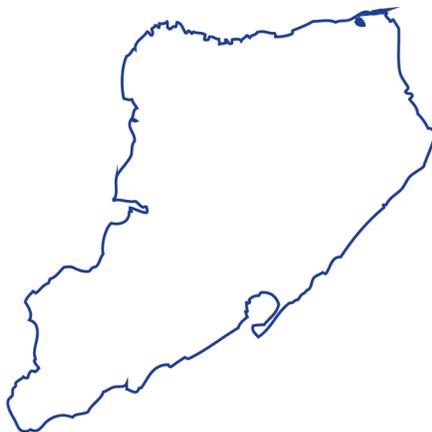
New York City Public Lease Auction

October 30, 2013

Sealed Bids Accepted
10:00 A.M. to 11:00 A.M.

Sealed Bids Opened
11:00 A.M.

Municipal Building
One Centre Street
20th Floor South
Conference Room A
New York, NY 10007
nyc.gov/dcas



Edna Wells Handy
Commissioner,
Department of Citywide Administrative Services

Joey Kara Koch
Chief Asset Management Officer/
Deputy Commissioner, Asset Management

LOCATION INFORMATION

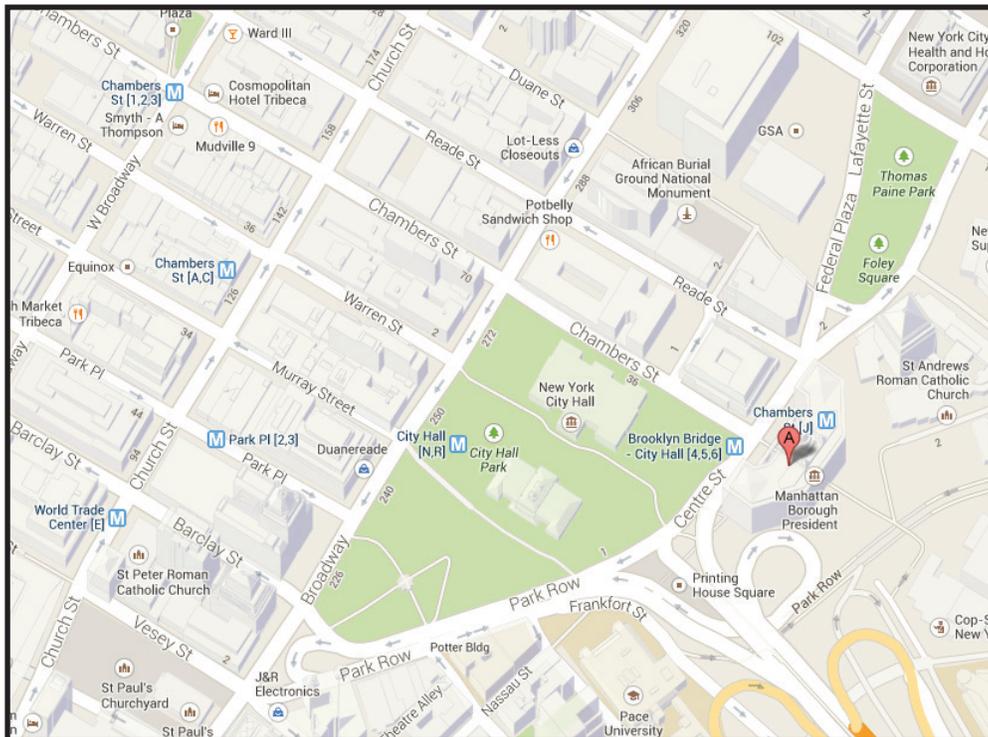
**Municipal Building
One Centre Street
20th Floor South
Conference Room A
New York, NY 10007**

SUBWAY

**4, 5, 6 to Brooklyn Bridge Station/City Hall
J, Z to Chambers Street/City Hall
1, 2, 3 to Chambers Street/West Broadway
A, C to Chambers Street/Church Street
R to City Hall**

CARS & TAXIS

**Brooklyn Bridge Centre Street exit
Westside Highway turn onto Chambers Street**



PUBLIC LEASE AUCTION

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TERMS AND CONDITIONS

OFFERING TERMS AND CONDITIONS

The lease auction will be conducted in accordance with the following sealed bid procedure (the term “lease” shall include a license agreement where applicable):

1. BID SUBMISSION

Sealed Bids will ONLY be accepted at 1 Centre Street, 20th Floor South Conference Room A, Manhattan between the hours of 10:00 a.m. and 11:00 a.m. on the day of the auction. Bids will be opened shortly after 11:00 a.m. All bidders are required to obtain and demonstrate that they have obtained a time-stamped receipt, received when the bid is submitted. Failure to have a properly time-stamped receipt will result in a rejected bid.

2. SEALED BID REQUIREMENTS

All bidders must submit the following as part of the bid packet. Each bid must be in a separate sealed envelope clearly marked with borough, block, lot, parcel number and sealed bid lease auction date. Failure to provide all of the following will result in rejection of a bid.

- a. Security Deposit in the form of a Certified Check, Cashier's Check or Postal Money Order made payable to “Comptroller, City of New York” in the amount of one quarter the Annual Bid Rent for Long-Term Leases or an amount equal to three times the Monthly Bid Rent for Short-Term Leases.
- b. One month's Bid Rent in the case of Short-Term Leases or one-twelfth the Annual Bid Rent in the case of Long-Term Leases in the form of a Certified Check, Cashier's Check or Postal Money Order made payable to “NYC/DCAS/Asset Management”.
- c. A completed Lease Auction Sealed Bid Application Form.
- d. A completed (notarized) Disclosure Statement from the bidder (individual, partnership or corporate entity), together with Disclosure Statements submitted by each individual with a 10% or greater ownership or voting interest in a bidding partnership or corporation.
- e. Provide copies of two pieces of identification, one of which must be either a valid driver's license, non-driver's photo I.D. issued by the Department of Motor Vehicles or a valid passport and proof of domicile (e.g. utility bill) and, for business entities, proof of principal place of business satisfactory to the City of New York.
- f. If bidder is a corporation: (i) a Resolution of the Board of Directors thereof, authorizing participation in the auction; (ii) Incumbency Certificate disclosing the names of the officers and verifying their signatures; (iii) Certificate of Good Standing issued by the State of New York.
- g. If bidder is a partnership: certified copy of Certificate of Partnership or Certificate of Doing Business under an Assumed Name.

3. MINIMUM NET WORTH

All bidders (i.e. corporations, partnerships, individuals) shall provide evidence in the submitted bid envelope that bidder has a **minimum net worth** (hereinafter “**MNW**” or, in the case of a not-for-profit corporation, a minimum fund balance) equal to twelve times the monthly Bid Rent for Short-Term Leases or at least twice the Annual Bid Rent for Long-Term Leases. The MNW shall not include the one-twelfth Annual Bid Rent but may include as an asset the security deposit tendered on the day of the auction. Such evidence must consist of either (a) a financial statement, including a balance sheet and income statement, for a period ending no earlier than one year prior to the date of the auction, accompanied by an affidavit signed by the bidder that the financial statement is complete and accurate or (b) a letter from the bidder's certified public accountant dated no more than thirty (30) days prior to the date of the auction, stating the said bidder's net worth. It is in the sole and absolute discretion of the City as to whether the submitted financial statement or letter adequately demonstrates compliance with the MNW requirement. The City reserves the right to make any inquiries concerning any such financial statement or letter or to require a financial statement and the bidder must promptly and fully respond to any such inquiry.

TERMS AND CONDITIONS

If the bidder cannot meet the MNW requirement, the bidder may obtain a personal guarantee from a guarantor who can meet the MNW requirements and can provide evidence as set forth above. Such personal guarantor will be required to submit a Disclosure Statement and financial statements.

If a bidder is the successful bidder on more than one property, the MNW or minimum fund balance requirement shall be cumulative. For example, if an MNW requirement would be \$10,000 for one bid, it would be \$20,000 in the event the bidder was successful on two bids.

A sample form of financial statement consisting of a balance sheet and income statement for both a corporate bidder and an individual bidder has been included in the bid packet as one method of disclosure for bidders to utilize in providing evidence of MNW. Any similar form disclosing adequate data may be utilized. Balance sheets and income statements not in substantial conformance with forms included in the Bid Packet will be rejected.

4. PERSONAL GUARANTEE

After the auction and upon review of the apparent high bidder's submitted documents, at the sole discretion of the Deputy Commissioner, a personal guarantee may be required to be furnished by any bidder, in accordance with Paragraph 3 above.

5. REJECTION OF BIDS AND NEXT-HIGH BIDDER

In the sole discretion of the Deputy Commissioner, a bid may be rejected for the following reasons and in that event the lease will be awarded to the next highest qualified bidder. Nothing herein shall prevent the City from also holding a bidder in default pursuant to Paragraph 10 hereinafter.

- a. If a required payment is missing or in improper amount or form.
- b. If any required form is missing or incomplete or incorrectly filled out.
- c. If the bidder does not meet the MNW requirements set forth in Paragraph 3.
- d. If the bidder is ineligible to bid and/or lease pursuant to Paragraph 9 hereinafter.
- e. If it is determined that bidder is not creditworthy as indicated by the existence of defaults on obligations to the City or any other creditor, unpaid debts and/or the existence of any other significant credit problem(s) as may be indicated by a credit report or other reliable sources.

6. BIDS ON MULTIPLE PARCELS

Bidders may bid on more than one parcel provided each bid is submitted in a separate envelope, accompanied by separate checks in the form enumerated above and by a separate set of required documents, as enumerated above.

7. EXECUTION OF LEASE AND WITHDRAWAL OF BIDS

The lease will be awarded to the highest qualified bidder. Upon the City's completion of review and approval of bidder's bid and submitted documents, the highest qualified bidder and the City will execute the lease upon written notice from the City. A bidder's failure to execute the lease within ten (10) business days from receipt of the aforesaid notice shall constitute a default pursuant to Paragraph 10 hereinafter. **The lease will be in conformance with the offering, including any applicable Special Terms and these Terms and Conditions and will not be subject to negotiation or modifications.** To view the lease or license documents prior to the auction call (212) 386-0335 or visit the DCAS office at 1 Centre Street, 20th Floor North, New York, NY. A bidder may not withdraw its bid before the expiration of 45 days after the date of the opening of bids; thereafter a bidder may withdraw its bid only in writing and in advance of lease execution.

TERMS AND CONDITIONS

Once a lease is executed between the City and the highest bidder, the checks of all other bidders will be returned. Until the highest bidder is in receipt of a fully executed counterpart of the lease, the highest bidder may not enter upon or occupy the premises or have any rights thereto. In the event that the City cannot give possession in a timely fashion, its sole liability will be the return of any deposits submitted by the highest bidder. No bid shall be deemed accepted, and no rights shall accrue against the City, nor shall there be deemed a lease unless and until a fully executed lease is delivered to the highest qualified bidder.

8. POWERS OF THE DEPUTY COMMISSIONER

a. To Withdraw a Property from Auction

The Deputy Commissioner of the Department of Citywide Administrative Services (“DCAS”) reserves the right to withdraw any parcel from the auction and to reject any and all bids, if to do so is deemed in his/her sole discretion, to be in the best interest of the City.

b. To Act in Best Interest of the City

Nothing contained in these terms and conditions shall be deemed to limit the authority of the Deputy Commissioner, to take such steps as may be deemed to be in the best interest of the City.

9. INELIGIBILITY TO BID AND LEASE

a. Bidder Has Defaulted on Other Obligations

No bidder, including, without limitation, any Business Entity (as defined below) or subsidiary, parent or Affiliate (as defined below) thereof, of any trustee(s), director(s), officer(s) or shareholder(s) with voting interests or owning a total of twenty (20%) percent or more of any of the foregoing, who or which is or has been in default in or on any contract, obligation or agreement of any kind or nature whatsoever entered into with the City of New York, or any of its agencies, within a period of five (5) years prior to the date of the auction, will be accepted as an eligible bidder for any parcel. Such obligations include, among other things, the obligation to pay in full all New York City property taxes and charges when due.

b. Bidder Was a Former Owner of the Parcel

No bidder, including, without limitation, any Business Entity or subsidiary, parent or Affiliate thereof, or any director(s), officer(s) or shareholder(s) with voting interests or owning a total of ten (10%) percent or more of any of the foregoing, who or which was a former owner of the parcel within a period of five (5) years prior to the date of the applicable lease auction will be accepted as the tenant of the parcel.

c. Penalty for Bidding When Ineligible

If it is determined in the sole discretion of the Deputy Commissioner that the apparent high bidder is ineligible to bid or lease a parcel, the said bid will be rejected and the lease awarded to the next highest qualified bidder. However, if in connection with this determination, bidder has provided to the City any knowing false documents or statements, this shall constitute a default pursuant to Paragraph 10(a) hereinafter.

d. For the Purposes of This Paragraph 9 in Its Entirety:

i. Where the bidder is an individual:

A. the interests and defaults of the bidder’s spouse may be attributed to the bidder; and

B. the interests and defaults of a Business Entity (and of any parent, subsidiary or Affiliate of such Business Entity) in which the bidder has a ten (10%) percent or greater ownership or voting interest shall be attributed to the bidder;

ii. Where the bidder is a Business Entity:

A. the interests and defaults of any trustee(s), director(s) or officer(s) and any shareholder(s) having a total of ten (10%) percent or more of its voting stock, ownership interest or control shall be attributed to it (for purposes of these subparagraphs (ii)(A) and (B), the interests and defaults of the family members listed in subparagraph (i)(A), above, shall be attributed to the individuals set forth in these subparagraphs); and

B. the interests and defaults of a Business Entity (and of any parent, subsidiary or Affiliate or such Business Entity) in which the bidder or any subsidiary, parent or Affiliate thereof or any trustee(s), director(s), officer(s) or shareholder(s) thereof has a total of ten (10%) percent or greater ownership, voting interest or control shall be attributed to the bidder.

TERMS AND CONDITIONS

e. **For the Purposes of This Paragraph 9, the Following Definitions Apply:**

Affiliate - A Business Entity in which the bidder has, directly or indirectly, a voting, control or ownership interest of ten (10%) percent or more, or which has such an interest in the bidder.

Business Entity - A legal being, other than an individual, natural person, e.g., a corporation, partnership, joint venture or syndication. A Business Entity must be duly formed in accordance with all applicable provisions of law and have the legal capacity, among other things, to be sued and to own and mortgage property in the State of New York.

10. BIDDER'S DEFAULT

Any of the following shall constitute a Default by the highest qualified bidder:

- a. the making of any material misrepresentation, omission or false statement in any Disclosure Statement or supplementary information required herein and submitted to the City; or if the bidder fails to verify the representations contained in these documents where required;
- b. discovery by DCAS prior to the City's execution of the lease that the apparent high bidder plans to use the premises in contravention of the terms of the lease;
- c. highest qualified bidder's failure to sign the lease in a timely manner;
- d. if any material misrepresentation, omission or false statement is discovered after the lease execution, the City may avail itself of all remedies available to it at law, it being acknowledged that these representations are being relied upon by the City and are material to this transaction. The clause shall survive the lease execution;
- e. unlawfully entering upon or occupying any City-owned property, including the subject auction property, without written authorization from the City.

11. EFFECT OF DEFAULT

If the highest qualified bidder is found to be in default pursuant to Paragraph 10 such bidder will be disqualified and all monies paid by such bidder will be retained by the City as liquidated damages. Bidder so held in default will not be eligible to bid on property at any City auction for a period of five (5) years from the date of the default.

12. BROKERAGE COMMISSIONS

No brokerage or other commissions are payable as a result of this auction.

13. SECURITY DEPOSIT

After the execution of the lease or license, the monies received by the City as security will be retained by the New York City Comptroller's Office and held for such purpose.

14. DESCRIPTIONS

Descriptions, aerial photographs, site photographs, photographs and maps contained in lease auction brochure published and distributed by Asset Management, or statements made by officials, agents and employees of the City concerning the Property are for information only and should be verified by Bidders. No such description or statement or omissions thereof, shall be deemed to be a representation or warranty and Bidders acknowledges not having relied on any representation or warranty or omissions thereof, concerning the Property, its condition, state of title or lawful use.

Asset Management reserves the right to withdraw any parcels from the auction and to reject any and all bids pursuant to Paragraph 8 (see above) where Asset Management has concluded that there was a material misstatement regarding the Property as advertised in the lease auction brochure, the existence of which could not be ascertained prior to the Date of Opening Bid by a site inspection of the Property by the Bidder.

ZONING INFORMATION

For information on Zoning, contact the Department of City Planning at (212) 720-3291, 9 a.m. to noon, 1 p.m. to 4 p.m. or visit online at nyc.gov/zoning. For information regarding EXACT zoning requirements, consult the New York City Zoning Resolution, a copy of which is available for review at the Municipal Reference Library (212) 788-8590, 31 Chambers Street, Room 112, New York, NY 10007, call for hours or visit online at nyc.gov/records.

The following information will assist Bidders in understanding and interpreting the applicable zoning regulations governing use of property in the City of New York. These guidelines apply to the use of vacant lots, the use of existing buildings or to permitted accessory uses.

These guidelines are not intended as anything other than a general summary of terms used in this Lease Auction Brochure and are provided for convenience of reference only. DCAS/Asset Management is not charged with the enforcement or interpretation of zoning laws and regulations and makes no representations in this regard.

DEFINITIONS

RESIDENTIAL: Residential Districts (R1-R10) vary according to bulk, permissible density and other controls, such as parking and open space.

COMMERCIAL: Commercial Districts (C1-C8) vary according to the area they are to serve (local vs. Regional) and the compatibility with adjacent residential uses. All residential uses are permitted in C1-C6 districts. Many C districts are further subdivided by another numerical suffix, e.g., C6-9, which allows a greater range of bulk and parking standards.

MANUFACTURING: Manufacturing Districts (M1-M3) vary according to their impact on the environment and the types of materials used in the production processes. No residential use is permitted in M zones without first obtaining a variance from the Board of Standards and Appeals.

PARKING: Parking provisions differ according to the type of district and the use and size of the development. The Zoning Resolution controls the minimum number of spaces required, the maximum number of spaces permitted and the distance of the parking facility from the use to which it is accessory.

USE GROUPS: Within each zoning district, certain activities are permitted which are categorized as use groups. There are 18 use groups: residential and institutional activities are within use groups 1-4, local retail and services are within use groups 5-9, regional shopping is within use groups 10-12, open space activities are within use groups 13-15, manufacturing is within use groups 16-18. The attached chart shows permitted use groups. For further information on what uses are allowable within specific zones contact the [Department of City Planning](#) or the borough office of the [Department of Buildings](#).

ZONING INFORMATION

RESIDENTIAL DISTRICTS: Permitted Uses

District	Uses	Permitted Use Group
R1	Single Family Detached Residence; Community Facility Use	1, 3, 4
R2	Single Family Detached Residence; Community Facility Use	1, 3, 4
R3-1	Single- or Two-Family Residence, Attached or Semi-attached; Community Facilities	1, 2, 3, 4
R3-2 to R10	Residence of all kinds; Community Facilities	1, 2, 3, 4

COMMERCIAL DISTRICTS: Permitted Uses

District	Uses	Permitted Use Group
C1	Wide range of retail stores and personal service establishments for local shopping; Residential and Community Facilities.	1-6
C2	Wide range of local service establishments; Residential and Community Facilities.	1-9, 14
C3	Waterfront recreation, related to boating and fishing; Residential and Community Facilities.	1-4, 14
C4	General Commercial uses such as department stores, theatre, etc.; Residential and Community Facilities.	1-6, 8-10, 12
C5	Central Commercial uses which serve the entire metropolitan region; Residential and Community Facilities.	1-6, 9-11
C6	Full range of commercial uses requiring a central location; Residential and Community Facilities.	1-12
C7	Large, noisy, traffic generating uses such as open amusement park.	4-10, 12-15
C8	Service establishments such as automobile service stations.	4-14, 16

MANUFACTURING DISTRICTS: Permitted Uses

District	Uses	Permitted Use Group
M1	Light industrial uses such as research laboratories, or wholesale service facilities; Certain Community Facilities.	4-14, 16, 17
M2	General industrial uses with performance characteristics less desirable than those permitted in M1 district.	5-17
M3	Heavy industrial uses such as chemical manufacturing, power plants, foundries, etc.	5-18

FREQUENTLY ASKED QUESTIONS

1. HOW WILL THE AUCTION BE CONDUCTED?

Bids will be accepted from 10:00 a.m. to 11:00 a.m. at 1 Centre Street, 20th Floor South Conference Room A, Manhattan. The auction will commence shortly after 11:00 a.m. Bidding will be a **SEALED BID** process. All sealed bid envelopes will be time stamped, all bids will be opened and announced.

2. MAY I BID ON MORE THAN ONE PARCEL?

Yes. Provided each bid is accompanied by the required forms and checks, you may bid on as many parcels as you wish. Each bid must be submitted in a separate sealed envelope clearly marked with borough, block, lot, parcel number and sealed bid lease auction date.

3. DO I NEED TO BE PRESENT AT THE AUCTION?

No. Bidders may send a representative to deliver the bid packet and attend the auction on their behalf.

4. DO THE SAME LEASE TERMS APPLY TO ALL PROPERTIES?

No. Bidders may view or obtain a copy of the Long-Term Agreement or Short-Term Agreement by calling (212) 386-0335 or by visiting the DCAS office at 1 Centre Street, 20th Floor North, New York, NY. **THE LEASE AND/OR LICENSE AGREEMENT IS A LEGAL DOCUMENT; IT IS STRONGLY URGED THAT YOU CONSULT A LAWYER IN REVIEWING THIS DOCUMENT, WHICH IS NOT SUBJECT TO NEGOTIATION.**

5. IS THE LEASE OR LICENSE DOCUMENT SUBJECT TO NEGOTIATION?

No. Pursuant to Paragraph 7 of the Terms and Conditions, the lease or license will not be subject to negotiation or modifications.

6. WHAT IS THE TERM OF A LONG-TERM LEASE?

A Long-Term Lease is any lease with a term of one or more years. For site specific details please see the Parcel specific terms and conditions.

7. WHAT IS THE TERM OF A SHORT-TERM LEASE OR LICENSE AGREEMENT?

A Short-Term Lease or License Agreement cannot have a term of more than one day less than a year. For site specific details please see the Parcel specific terms and conditions.

8. WHAT TYPE OF FINANCIAL STATEMENT MUST I SUBMIT?

You or your guarantor must submit a current financial statement consisting of a balance sheet and income statement. The financial statement must demonstrate that you or your guarantor have a minimum net worth as more fully discussed in Paragraph 3 of the Terms and Conditions. "Net worth" is defined as the excess of tangible assets over liabilities. A sample form of financial statement is included in the Bid Packet. In lieu of a financial statement, you or your guarantor may submit a letter from a certified public accountant showing that you meet the minimum net worth requirement.

9. WHEN CAN I EXPECT TO TAKE POSSESSION OF THE PROPERTY?

Only upon notification by Asset Management, and receipt of a fully executed lease and/or license.

FREQUENTLY ASKED QUESTIONS

10. WHAT DOES THE PHRASE “THE CITY RESERVES THE RIGHT TO TAKE BACK PARKING SPACES” MEAN FOR PARKING GARAGES AND LOTS?

This means that the City in its sole and absolute discretion reserves the right to take back parking spaces for its own use. In such event, the monthly rent will be reduced on a pro rata basis, based on the diminution of parking spaces from the maximum capacity of parking spaces at the premises as determined by the Department of Consumer Affairs, as set forth in the permit issued by the Department of Consumer Affairs. For example, if a parking lot has a maximum capacity (as set forth in the Department of Consumer Affairs permit) of 100 spaces, and the City takes back 10 spaces, the rent will be reduced by 10%.

11. IF I AM AN EXISTING TENANT ON A CITY PARCEL AND I ENTER INTO A LEASE PURSUANT TO THIS AUCTION, MAY I APPLY THE PRE-EXISTING SECURITY DEPOSIT TO THE NEW LEASE?

Yes. A pre-existing security deposit may be applied at the written request of the bidder, but only if the new lease pertains to the same parcel.

12. IF I ENTER INTO A LEASE OR LICENSE PURSUANT TO THIS AUCTION, WILL MY SECURITY DEPOSIT BEAR INTEREST?

No. Once the lease or license is executed, the security deposit is held in a **NON-INTEREST BEARING ACCOUNT** at the New York City Comptroller’s Office. Provided you are not in default, it is returned after you vacate the premises and your account is terminated.

13. HOW DO I GAIN ACCESS TO THE PROPERTY ON WHICH I AM INTERESTED IN BIDDING?

All sites will be available for inspection. Check the inspection time and date as provided with individual property offerings.

14. WHAT DOES “AS-OF-RIGHT” USE MEAN?

“As-of-Right” means the use must be in compliance with the existing zoning designation, as defined by the New York City Zoning Resolution. For example, certain residential zones prohibit certain parking uses.

15. WHAT IS PUBLIC PARKING?

Public Parking, whether in a garage or on a tract of land, is defined in Section 12-10 of the New York City Zoning Resolution.

16. ARE THERE ANY SPECIAL DOCUMENTS REQUIRED FOR PUBLIC PARKING?

Yes. A permit from the Department of Consumer Affairs is required to operate a parking garage/lot. Call Consumer Affairs at 311 for information or visit online at nyc.gov/consumers.

17. WHAT IS ACCESSORY PARKING?

Accessory uses are defined in Section 12-10 of the New York City Zoning Resolution. Where specifically provided in the applicable district regulations within the Zoning Resolution, accessory off-street parking need not be located on the same zoning lot.

FREQUENTLY ASKED QUESTIONS

18. WHERE CAN I GET INFORMATION ON WHAT USES ARE PERMITTED UNDER ZONING?

All prospective bidders are advised to consult a qualified advisor regarding the zoning and other land use regulations applicable to the subject lease auction property. For information about NYC zoning, bidders may contact the Department of City Planning at (212) 720-3291, 9 a.m. to noon, 1 p.m. to 4 p.m. or visit online at nyc.gov/zoning. For information regarding EXACT zoning requirements, consult the New York City Zoning Resolution, a copy of which is available for review at the Municipal Reference Library (212) 788-8590, 31 Chambers Street, Room 112, New York, NY 10007, call for hours or visit online at nyc.gov/records.

19. HOW DO I KNOW WHAT THE INSURANCE REQUIREMENT AMOUNTS WILL BE FOR MY LEASE, LICENSE OR OCCUPANCY PERMIT?

Unless specifically stated in the parcel description section of this brochure, insurance requirement amounts are established after a determination of the highest qualified bid and are based upon the proposed use of the property.

20. WHAT IS “GARAGE LIABILITY INSURANCE”?

Garage liability and garage keepers liability insurance is required of all public parking operators. Garage liability and garage keepers liability insurance are categories of Commercial General Liability insurance called commercial automobile insurance. Garage keepers insurance should be written to include coverage on non-owned automobiles with coverage on additional or replacement autos. Insurance companies can provide a “Garage Coverage Form.” As with all insurance required to be carried by tenants, DCAS requires an endorsement to the policy naming the City of New York as an additional insured.

GENERAL INFORMATION

Lease/License Documents

The lease and/or license agreement is a legal form; it is strongly urged that you consult a lawyer in reviewing this form, which is not subject to negotiation. It is recommended that bidders obtain and review the applicable lease and/or license documents prior to the auction. Copies can be obtained by calling 212-386-0335 or by visiting the DCAS office at 1 Centre Street, 20th Floor North, New York, New York 10007.

LONG-TERM LEASE

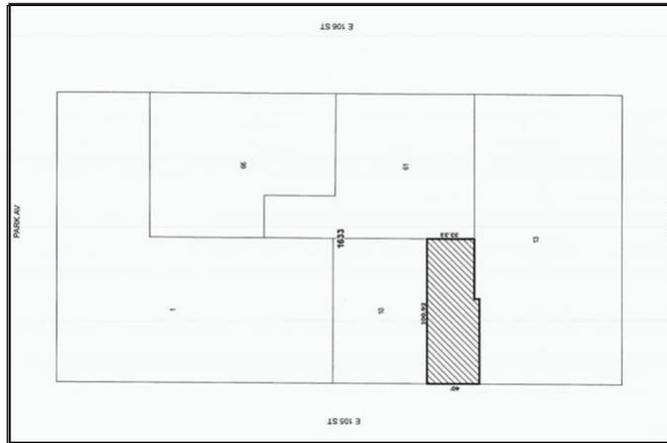
PARCEL 1 – MANHATTAN



Not to scale - property boundary lines are approximate

LONG-TERM LEASE

PARCEL 1 – MANHATTAN



PREMISES ADDRESS:	127 East 105 th Street	Not to scale - All dimensions are approximate
LOCATION:	East 105 th Street between Park Avenue and Lexington Avenue	
BLOCK:	1633	
LOT:	Part of Lot 13	
PROPERTY TYPE:	3 Story Building	
SQUARE FOOTAGE:	Approximately 8,800	
USE:	Community Facility	
ZONE:	R7-2/C1-5	
LEASE TERM:	Five (5) Years	
RENEWAL TERMS:	One (1) five (5) year renewal term	
MINIMUM ANNUAL BID:	\$85,824	
RATE OF ANNUAL INCREASE:	The annual rental shall be increased by 3% per annum compounded every year or by the Consumer Price Index whichever is greater for the balance of the lease term including the renewal term, if applicable, with the first escalation occurring at the first anniversary of the lease commencement date.	
SPECIAL TERM AND CONDITION:	There is presently a boiler (the "boiler") in the cellar of 127 East 105th Street that can be accessed by way of an underground tunnel, which connects the cellars of 127 East 105th Street and 1680 Lexington Avenue. This boiler operates as a shared utility for both buildings. Pursuant to a Declaration of Restrictions dated April 27, 2011, which shall be made part of the proposed Long-Term Lease, the boiler shall be maintained and repaired by the fee owner or agent of 1680 Lexington Avenue. The fee owner or agent of 1680 Lexington Avenue shall be permitted to enter through the underground tunnel to make necessary repairs and perform regular maintenance. If the boiler is replaced, it will be of a similar make model and performance, and shall stand upon the same location. In the event that either 1680 Lexington Avenue, or 127 East 105th Street, shall come under separate ownership, the cost of repair or replacement of the boiler shall be equally borne by the fee owners of each building. This special term and condition will continue in perpetuity or until such time that a separate boiler is installed in 1680 Lexington Avenue. A copy of the proposed Long-Term Lease and the Declaration of Restrictions is available at the offices of DCAS.	
INSPECTION DATES:	Monday, October 7, 2013, 1:00 p.m. to 2:00 p.m. Tuesday, October 15, 2013, 1:00 p.m. to 2:00 p.m.	

LONG-TERM LEASE

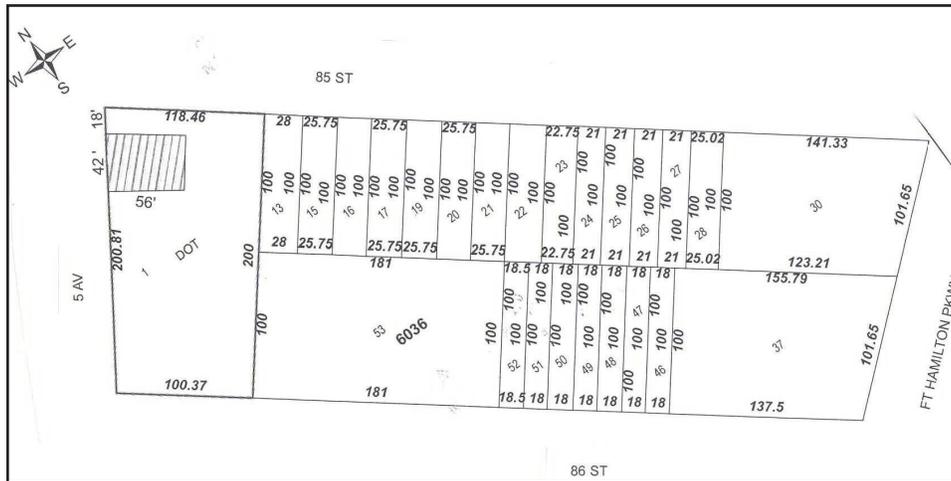
PARCEL 2 – BROOKLYN



Not to scale - property boundary lines are approximate

LONG-TERM LEASE

PARCEL 2 – BROOKLYN



Not to scale - All dimensions are approximate

- PREMISES ADDRESS:** 8501 Fifth Avenue
LOCATION: East side of Fifth Avenue, approximately 18 feet south of 85th Street
BOROUGH: Brooklyn
BLOCK: 6036
LOT: Part of Lot 1
- PROPERTY TYPE:** Ground floor retail store and basement space within a NYC Municipal Parking Garage structure.
SQUARE FOOTAGE: Approximately 2,352 square feet on ground floor and 2,352 square feet of basement space
USE: Retail
ZONE: C4-2A
- LEASE TERM:** Five (5) Years
RENEWAL TERMS: Two (2) five (5) year renewal terms
MINIMUM ANNUAL BID: \$90,240
RATE OF ANNUAL INCREASE: The annual rental shall be increased by 3% per annum compounded every year or by the Consumer Price Index whichever is greater for the balance of the lease term including the renewal term, if applicable, with the first escalation occurring at the first anniversary of the lease commencement date.
- SPECIAL TERM AND CONDITION:** At the request of the highest qualified bidder, the City and said bidder will enter into a Revocable License Agreement (the "License") in form as acceptable to the City, for use of the Premises for the sole and exclusive purpose of conducting activities to prepare the Premises for occupancy pursuant to the contemplated Long-Term Lease. Use of the Premises under the License shall be strictly limited to architectural, engineering and construction work of a non-structural nature, and for no other purpose. The License fee shall be Ten Dollars (\$10.00) per month and shall not exceed sixty (60) calendar days preceding the commencement of the Long-Term Lease.
- INSPECTION DATES:** Tuesday, October 8, 2013, 11:00 a.m. to 12:00 p.m.
Tuesday, October 15, 2013, 12:00 p.m. to 1:00 p.m.

SHORT-TERM LEASE

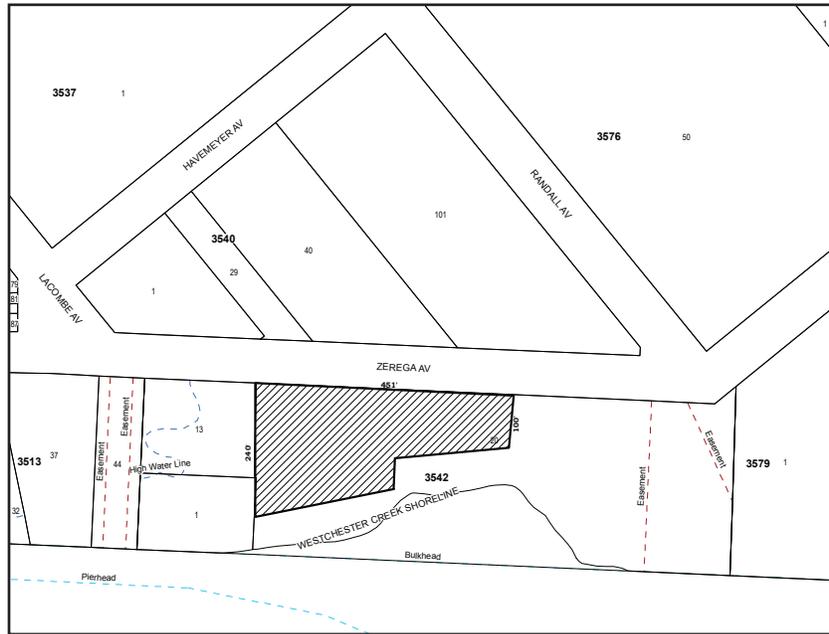
PARCEL 3 – BRONX



Not to scale - property boundary lines are approximate

SHORT-TERM LEASE

PARCEL 3 – BRONX



Not to scale - All dimensions are approximate

LOCATION: East side of Zerega Avenue, approximately 250 feet south of Randall Avenue
BOROUGH: Bronx
BLOCK: 3542
LOT: Part of Lot 20

PROPERTY TYPE: Unimproved Land
SQUARE FOOTAGE: Approximately 75,210 square feet
USE: As-of-Right
ZONE: M2-1

LEASE TERM: Month-to-Month
MINIMUM MONTHLY BID: \$11,200

INSPECTION DATES: Wednesday, October 9, 2013, 11:00 a.m. to 12:00 p.m.
Wednesday, October 16, 2013, 12:00 p.m. to 1:00 p.m.

SHORT-TERM LICENSE

PARCEL 4 – QUEENS



Not to scale - property boundary lines are approximate

SHORT-TERM LICENSE

PARCEL 4 – QUEENS



Not to scale - All dimensions are approximate

LOCATION: West side of 183rd Street, 200 feet south of the southwest corner of 150th Drive and 183rd Street

BOROUGH: Queens

BLOCK: 13420

LOT: 8 and 999

PROPERTY TYPE: Unimproved Land

SQUARE FOOTAGE: Approximately 15,838 square feet

USE: As-of-Right

ZONE: M1-1

LICENSE TERM: One (1) Day Less Than (1) Year

MINIMUM MONTHLY BID: \$4,820

INSPECTION DATES: Thursday, October 10, 2013, 11:00 a.m. to 12:00 p.m.
Wednesday, October 16, 2013, 12:00 p.m. to 1:00 p.m.

NOTES
