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PennYdsRestrictiveDec/Ver#15

PENN YARDS ASSOCIATES

RESTRICTIVE DECLARATION

DATED AS OF DECEMBER 17, 1992

NEW YORK COUNTY
BLOCK 1171, LOT 1

RECORD AND RETURN TO:

ROSENMAN & COLIN
575 MADISON AVENUE
NEW YORK, NEW YORK 10022
ATTN: SAMUEL H. LINDENBAUM, ESQ.

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REEL 1934 PG 0001

RESTRICTIVE DECLARATION

THIS DECLARATION, made as of the 17th day of December, 1992 by **PENN YARDS ASSOCIATES**, a New York partnership, having an address c/o The Trump Organization, 725 Fifth Avenue, New York, New York 10022 ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the fee owner of certain real property located in the Borough of Manhattan, City, County and State of New York, designated for real property tax purposes as Lot 1 of Block 1171 on the Tax Map of the City of New York, which real property is more particularly described on Exhibit A to this Declaration (the "Subject Property"); and

WHEREAS, Ticor Title Guarantee Company has certified that, as of October 6, 1992, Declarant and The Chase Manhattan Bank, N.A. ("Chase") are the sole "parties-in-interest" (as defined in subdivision (d) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time (hereinafter, the "Zoning Resolution")), in the Subject Property, a copy of which Certification is attached to this Declaration as Exhibit B; and

WHEREAS, Chase has waived its right to execute this Declaration and has subordinated the lien of its mortgage to this Declaration and all of the documents appended as Exhibits to this Declaration or to be entered into and recorded as prescribed by this Declaration, by execution and delivery of a document substantially in the form of the Waiver attached to this Declaration as Exhibit B-1; and

WHEREAS, Declarant has proposed to develop (i) an approximately 21.49 acre park adjoining the Hudson River comprised of approximately 20.0 acres of the Declarant's property and approximately 1.49 acres of City-owned land (the "Open Space" or the "Open Space Plan") and a smaller approximately 18,000 square foot park-like half oval shaped open space (the "Southern Open Space" or the "SOS"); and (ii) a general large-scale development (the "GLSD") on eight zoning lots of 17 development Parcels (as hereinafter defined), including (a) not more than 7,899,951 square feet of Floor Area (as hereinafter defined), consisting of a maximum of 6,099,951 square feet of residential, 336,400 square feet of community facility, 163,400 square feet of Use Group 6B use (as hereinafter defined) and 137,800 square feet of local retail, theatre and studio Floor Area and no more than 5,700 dwelling units (as defined in Section 12-10 of the Zoning Resolution on the date hereof), on Parcel L/M/N no more than 1,800,000 square feet of

Floor Area composed of Use Group 10A studio use and Use Group 10C use and (b) public parking garages containing no more than 3,500 public parking spaces (all of the foregoing, comprised of the GLSD and the Open Space, being collectively referred to as the "Development"); and

WHEREAS, in connection with the Development, Declarant has proposed to have the Subject Property (i) rezoned from R8, R10, C1-5, C4-7 and C3 to C2-5, C4-2F, C4-7 and R10 and to have certain adjacent property rezoned from C3 to M2-3 (the "Rezoning"), (ii) mapped with certain new parkland, a new public place, new streets and new easements (the "City Map Change"); and (iii) developed by means of special permits pursuant to Sections 74-52, 74-681, and 74-743 of the Zoning Resolution and a certification pursuant to Section 26-07 of the Zoning Resolution (the "Special Permits"); and

WHEREAS, Declarant has filed applications for the Rezoning under Docket Number C920357ZMM, the Special Permits under Docket Nos. C920358ZSM and N930002ZCM, and the City Map Change under Docket Number C920230MMM with the Commission (as hereinafter defined); and

WHEREAS, as a condition to the effectiveness of the City Map Change, Declarant will execute, deliver and record the Mapping Agreement (as hereinafter defined) with the City (as hereinafter

defined) regarding development of City streets and certain public access easements for use for vehicles and pedestrians at extensions of 71st, 69th, 67th, 65th, and 62nd Streets, respectively, and the Southern Open Space (collectively, the "Public Access Easements") on the Subject Property and the conveyance to the City of real property interests therein; and

WHEREAS, Declarant intends to convey fee title to the New Mapped Streets, Open Space and the Public Place (as hereinafter defined) to the City and grant a permanent and perpetual easement, subject to limitations hereinafter set forth, for the use and enjoyment by the public of the Public Access Easements, including the Southern Open Space; and

WHEREAS, Declarant at its election may cause to be organized a not-for-profit corporation (the "Park Construction Entity") and may execute an agreement (the "Park Construction Agreement") in order to construct the Open Space; and

WHEREAS, Declarant desires to restrict the manner in which the Subject Property may be developed, redeveloped, maintained and operated now and in the future and intends these restrictions to benefit all the land, including land owned by the City of New York, lying within one-half mile of the Subject Property;

WHEREAS, Declarant represents and warrants that, except with respect to mortgages or other instruments specified herein, the holders of which have given their consent or waived their right to object hereto, no restrictions of record on the development or use of the Subject Property, nor any present or presently existing estate or interest in the Subject Property, nor any lien, obligation, covenant, easement, limitation or encumbrance of any kind precludes, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration or the development of the Subject Property in accordance herewith, except for that certain Declaration, dated as of September 16, 1982, made by Lincoln West Associates and recorded in the Register's Office commencing at Reel 639, Page 378 and indexed against portions of the Subject Property (the "Lincoln West Declaration");

NOW, THEREFORE, Declarant does hereby declare that the Subject Property shall be held, sold, conveyed, developed, used and occupied subject to the following restrictions, covenants, easements, obligations and agreements which are for the purpose of protecting the value and desirability of the Subject Property, which shall run with such real property binding Declarant, its successors and assigns as herein set forth.

ARTICLE I

CERTAIN DEFINITIONS

For purposes of this Declaration:

1.01 "Affordable Housing Units" shall have the meaning given in Section 7.01 of this Declaration.

1.02 "Alternate First Railyard Contribution" shall have the meaning given in Section 6.02 of this Declaration.

1.03 "Alternate Floor Area Allocation" shall have the meaning given in Section 4.02 of this Declaration.

1.04 "Alternate Railyard Contribution Parcels" shall have the meaning given in Section 6.02 of this Declaration.

1.05 "Amenities Obligations" shall have the meaning given in Section 2.07 of this Declaration.

1.06 "Applications" shall mean the applications filed with and designated by the Commission as Docket Nos. C920230MMM, C920357ZMM, C920358ZSM and N930002ZCM, as same may be hereafter modified.

1.7 "Assessment Property" shall have the meaning given in Section 8.04 of this Declaration.

1.8 "Assisted Affordable Housing Units" shall have the meaning given in Section 7.01 of this Declaration.

1.09 "Attorney General" shall mean the Attorney General of the State.

1.010 "Benchmark, First", "Benchmark, Second", "Benchmark, Third", "Benchmark, Fourth" shall have the meaning given in Section 7.03 of this Declaration.

1.011 "Board of Education" shall mean the New York City Board of Education, or any successor to its jurisdiction.

1.12 "Buildings Department" shall mean the Department of Buildings of the City of New York, or any successor to the jurisdiction thereof under the New York City Charter.

1.13 "Certified Budget" shall mean a detailed estimate of the Construction Documents prepared by a reputable professional estimating service indicating the projected actual construction cost of the work shown on such Documents based on then current costs of material, labor, equipment and related services required to complete such work.

1.14 "Chair" shall mean the Chair of the City Planning Commission of the City of New York from time to time, or any successor to its jurisdiction.

1.15 "Chase" shall have the meaning given in the Recitals to this Declaration.

1.16 "City" shall mean the City of New York.

1.17 "City Map Change" shall have the meaning given in the Recitals to this Declaration.

1.18 "City Council" shall mean the City Council of the City of New York, or any successor to its jurisdiction.

1.19 "Commission" shall mean the City Planning Commission of the City of New York, or any successor to its jurisdiction.

1.20 "Completion Escrow" shall have the meaning given in Section 4.05 of this Declaration.

1.21 "Comptroller" shall mean the Comptroller of the City of New York from time to time, or any successor to its jurisdiction.

1.22 "Construction Documents" shall means plans, specifications, surveys, borings, etc., comprising all required information necessary to obtain lump sum construction bids for the construction of the Open Space, and to complete actual construction of the Open Space or a designated Park Construction Phase (as hereinafter defined) of such Open Space.

1.23 "Consumer Price Index" shall mean the Consumer Price Index For All Urban Consumers (1982-1984 = 100) specified for "All Items" relating to New York and issued by the Bureau of Labor Statistics of the United States Department of Labor.

1.24 "Conveyance Interests" shall have the meaning given in Section 10.04 of this Declaration.

1.25 "Declarant" shall have the meaning given in the Recitals of this Declaration and shall include any successor to Declarant as defined in Section 10.04 of this Declaration.

1.26 "Declaration" shall mean this Declaration, as same may be amended or modified from time to time in accordance with its provisions.

1.27 "Delay Notice" shall have the meaning given in Section 4.02 of this Declaration.

1.28 "DEP" shall mean the New York City Department of Environmental Protection, or any successor to its jurisdiction.

1.29 "Development" shall have the meaning given in the Recitals to this Declaration.

1.30 "DOT" shall mean the New York City Department of Transportation and any successor to its jurisdiction.

1.31 "EDC Fund" shall have the meaning given in Section 6.02 of this Declaration.

1.32 "Effective Date" shall have the meaning given in Section 9.01 of this Declaration.

1.33 "Entity Construction Escrow" shall have the meaning given in Section 4.03 of this Declaration.

1.34 "Existing Mortgagee" shall mean Chase for so long as it holds a mortgage, as same may be amended, modified, severed or consolidated, on the Subject Property and any successor or assignee of the debts and liens currently held by or in favor of Chase, provided that such successor or assignee succeeds to all or substantially all of Chase's then existing lien(s) and interest(s), as same may be amended, modified, severed or consolidated, in any portion of the Subject Property and that there shall be only one Existing Mortgagee at any time for purposes of this Declaration.

1.35 "Fair Share Facility Space" shall have the meaning given in Section 2.02(b) of this Declaration.

1.36 "FEIS" shall have the meaning given in Section 3.01 of this Declaration.

1.37 "Final Approval" shall mean approval or approval with modifications of the Applications by the Commission pursuant to New York City Charter Section 197-c, unless (a) pursuant to New York City Charter Section 197-d(b), the City Council reviews the decision of the Commission approving or approving with modifications the Applications and takes final action pursuant to New York City Charter Section 197-d approving or approving with modifications the Applications, in which event "Final Approval" shall mean such approval or approval with modifications of the Applications by the City Council, or (b) the City Council disapproves the decision of the Commission and the Mayor of the City of New York (the "Mayor") files a written disapproval of the City Council's action pursuant to New York City Charter Section 197-d(e), and the City Council does not override the Mayor's disapproval, in which event "Final Approval" shall mean the Mayor's written disapproval pursuant to such New York City Charter Section 197-d(e). Notwithstanding anything to the contrary contained in this Declaration, "Final Approval" shall not be deemed to have occurred for any purpose of this Declaration if the final action taken pursuant to New York City Charter Section 197-d is disapproval of the Applications.

1.38 "First Alternate Railyard Contribution Parcel" shall have the meaning given in Section 6.02 of this Declaration.

1.39 "First Railyard Contribution Parcel" shall have the meaning given in Section 6.02 of this Declaration.

1.40 "First Toll Period" shall have the meaning given in Section 4.05(c) of this Declaration.

1.41 "Floor Area" shall have the meaning set forth in Section 12-10 of the Zoning Resolution on the Effective Date of this Declaration.

1.42 "Floor Area Allocation Schedule" shall have the meaning given in Section 4.02 of this Declaration.

1.43 "Floor Area Contribution" shall have the meaning given in Section 4.02 of this Declaration.

1.44 "Foundation Permit" shall mean a permit from the Building Department permitting the construction of foundations.

1.45 "GLSD" or "General Large Scale Development" shall have the meaning given in the Recitals to this Declaration.

1.46 "Government Housing Aid" shall have the meaning given in Section 7.01 of this Declaration.

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

1.48 "Highway Relocation Notice" shall have the meaning given in Section 4.05 of this Declaration.

1.49 "Interim Open Space Plan" shall have the meaning given in Section 4.01 of this Declaration.

1.50 "Implementation Task Force" shall have the meaning given in Section 2.10 of this Declaration.

1.51 "Lincoln West Declaration" shall have the meaning given in the Recitals of this Declaration.

1.52 "Lot Owner" shall have the meaning given in Section 8.05 of this Declaration.

1.53 "Lower Income" shall have the meaning given in Section 7.01 of this Declaration.

1.54 "Maintenance Agreement" shall mean the Maintenance and Operation Agreement between the Declarant and the Department of Parks dated as of October 26, 1992.

1.55 "Manhattan Borough President" shall mean the Borough President of Manhattan from time to time and any successor to its jurisdiction.

1.56 "Mapping Agreement" shall mean the agreement entered into or to be entered into between Declarant and the City with respect

to, inter alia, the New Mapped Streets (as hereinafter defined) and the Public Access Easements pursuant to the Mapping Application (as hereinafter defined), as such Agreement may be amended or modified from time to time in accordance with its provisions.

1.57 "Mapping Application" shall mean the application for the City Map Change filed under Docket No. C920230MMM.

1.58 "Market Rate Units" shall have the meaning given in Section 7.03 of this Declaration.

1.59 "Middle Income" shall have the meaning given in Section 7.01 of this Declaration.

1.60 "Miller Highway Relocation Approval" shall mean the grant of approvals from the Federal Highway Administration and NYSDOT (as hereinafter defined) and all other necessary governmental agencies, for the relocation of the existing elevated Miller Highway, as indicated on Plan Z-13, to an inboard location in substantial conformance with Plan Z-12 which uses the Proposed Parkway Corridor on Plan Z-40. "Approval" for the purposes of this section shall include final plans and specifications and a commitment to funding.

1.61 "Mitigation Work" shall have the meaning given in Section 3.01 of this Declaration.

1.62 "Moderate Income" shall have the meaning given in Section 7.01 of this Declaration.

1.63 "Mortgage" shall mean a mortgage or cooperative loan interest given as security for a loan in respect of all or any portion of the Subject Property.

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

1.65 "Multiple Declarants" shall have the meaning given in Section 10.04 of this Declaration.

1.66 "Named Mortgagee" shall have the meaning given in Section 10.02 of this Declaration.

1.67 "New York City Charter" shall mean the Charter of the City of New York, effective as of January 1, 1990, as amended from time to time.

1.68 "NYCDOT" shall mean the New York City Department of Transportation, or any successor to its jurisdiction.

1.69 "New Mapped Streets" shall mean the streets to be developed in accordance with the Mapping Agreement pursuant to the City Map Change.

1.70 "Notice" shall have the meaning given in Section 10.02 of this Declaration.

1.71 "Open Space" or "Open Space Plan" shall have the meaning given in the Recitals to this Declaration.

1.72 "Open Space Improvements" shall have the meaning given in Section 4.01 of this Declaration.

1.73 "Open Space Phasing Schedule" shall have the meaning given in Section 4.02 of this Declaration.

1.74 "Open Space Restricted Space" shall have the meaning given in Section 4.02 of this Declaration.

1.75 "Parcel Transfer" shall have the meaning given in Section 6.02 of this Declaration.

1.76 "Parcels" shall mean the seventeen development parcels on the eight zoning lots in the GLSD, as indicated on Plans (as hereinafter defined) Z-8, Z-12 and Z-13.

1.77 "Parcel Interest" shall have the meaning given in Section 2.07 of this Declaration.

1.78 "Park Construction Agreement" shall have the meaning given in the Recitals to this Declaration.

1.79 "Park Construction Budget" shall have the meaning given in Section 4.01 of this Declaration.

1.80 "Park Construction Entity" shall have the meaning given in the Recitals to this Declaration.

1.81 "Park Construction Entity Delegation" shall have the meaning given in Section 4.03 of this Declaration.

1.82 "Park Construction Escrow" shall have the meaning given in Section 4.02 of this Declaration.

1.83 "Park Construction Phases" or "Phases" shall have the meaning given in Section 4.02 of this Declaration.

1.84 "Park Drawings" shall have the meaning given in Section 4.01 of this Declaration.

1.85 "Park Phasing Description" shall have the meaning given in Section 4.01 of this Declaration.

1.86 "Park Phasing Plans" or "Phasing Plans" shall have the meaning given in Section 4.01 of this Declaration.

1.87 "Parks Commissioner" shall mean the Commissioner of the Parks Department (as hereinafter defined) from time to time.

1.88 "Parks Department" shall mean the New York City Department of Parks and Recreation, or any successor to its jurisdiction.

1.89 "Party-in-Interest" shall have the meaning given in the Recitals to this Declaration.

1.90 "Pier Work" shall have the meaning given in Section 4.05 of this Declaration.

1.91 "Plans" shall mean the drawings for the Development prepared by Skidmore, Owings & Merrill/Paul Willen Architects & Planners and Thomas Balsley Associates, Landscape Architects submitted with the Applications, as revised, reduced-size copies of which are attached as Exhibit C to this Declaration, as more particularly described in Section 2.01.

1.92 "Possessory Interest" shall have the meaning given in Section 8.05 of this Declaration.

1.93 "Potential School Sites" shall have the meaning given in Section 2.09 of this Declaration.

1.94 "Public Access Easements" shall have the meaning given in the Recitals to this Declaration.

1.95 "Public Access Easement Property" shall have the meaning given in the Recitals to this Declaration.

1.96 "Public Place" shall mean the area to be mapped as public place with a proposed future highway corridor where the Miller

Highway may be relocated, as delineated on Plan Z-40 in accordance with the City Map Change.

1.97 "Railyard Contribution" shall have the meaning given in Section 6.02 of this Declaration.

1.98 "Railyard Contribution Parcels" shall have the meaning given in Section 6.02 of this Declaration.

1.99 "Railyard Security" shall have the meaning given in Section 6.02 of this Declaration.

1.100 "Register" shall have the meaning given in Section 9.01 of this Declaration.

1.101 "Register's Office" shall have the meaning given in Section 9.01 of this Declaration.

1.102 "Rezoning" shall have the meaning given in the Recitals to this Declaration.

1.103 "R.S.P.O.A." shall mean the Riverside South Property Owners Association or comparable entity formed with respect to the Subject Property and established to own, operate and maintain the Public Access Easements and contribute to the maintenance of the Open Space Improvements.

1.104 "School Site" shall have the meaning given in Section 2.09 of this Declaration.

1.105 "School Site Notice" shall have the meaning given in Section 2.09 of this Declaration.

1.106 "Second Toll Period" shall have the meaning given in Section 4.05 of this Declaration.

1.107 "72nd Street Subway Contribution" shall have the meaning given in Section 3.01 of this Declaration.

1.108 "72nd Street Subway Fund" shall have the meaning given in Section 3.01 of this Declaration.

1.109 "66th Street Station Improvements" shall have the meaning given in Section 3.01 of this Declaration.

1.110 "Southern Open Space" or "SOS" shall mean the half oval shaped approximately 18,000 square foot park-like open space on the east side of Freedom Place South between West Sixty-Third and West Sixty-First Street, proposed to be constructed substantially in accordance with Plan Z-60 with access to the public granted as part of the Public Access Easements.

1.111 "Speaker" shall refer to the Speaker of the City Council.

1.112 "Special Permits" shall mean the special permits and certification referred to in the recitals to this Declaration, as the same may be amended or modified from time to time in accordance with the provisions of this Declaration.

1.113 "Special Permit Election" shall have the meaning given in Section 9.01 of this Declaration.

1.114 "Special Permit Election Notice" shall have the meaning given in Section 9.01 of this Declaration.

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

1.116 "Substantial Completion" or "Substantially Complete", with respect to any Park Construction Phase or the SOS, shall mean that such Park Construction Phase or the SOS has been constructed substantially in accordance with the Park Drawings, and has been completed to such an extent that the Park Construction Phase may be operated and made available for public use. It is understood that a Park Construction Phase may be deemed to be Substantially Complete notwithstanding that either (a) insubstantial details of construction, decoration or mechanical adjustment remain to be performed, or (b) landscaping, planting of vegetation or other tasks which must occur seasonally has not been completed, or (c) the Parks Commissioner has certified that satisfactory assurances

has been made that future work will be performed. "Substantial Completion" shall have the same meaning with respect to the construction of the Temporary Open Space in accordance with the Park Phasing Plans and the Southern Open Space in accordance with the Park Drawings, respectively.

1.117 "Subject Property" shall have the meaning given in the Recitals to this Declaration.

1.118 "Subway Contribution Parcels" shall have the meaning given in Section 3.01 of this Declaration.

1.119 "Successor Declarant" shall have the meaning given in Section 9.05 of this Declaration.

1.120 "Temporary Open Space" shall have the meaning given in Section 4.01 of this Declaration.

1.121 "Temporary Open Space Easement" shall have the meaning given in Section 4.04 of this Declaration.

1.122 "Toll Period, First" and "Toll Period, Second" shall have the meaning given in Sections 1.36 and 1.98, respectively.

1.123 "Transit Authority" shall mean the New York City Transit Authority, a public benefit corporation established pursuant

to Article 5, Title 9 of the Public Authorities Law of the State of New York or any successor to its jurisdiction.

1.124 "Transition Provisions" shall have the meaning given in Section 7.02 of this Declaration.

1.125 "Transitway Easement" shall have the meaning given in Section 6.01 of this Declaration.

1.126 "Transitway Notice" shall have the meaning given in Section 6.01 of this Declaration.

1.127 "Transportation Improvement" shall have the meaning given in Section 6.02 of this Declaration.

1.128 "Unassisted Affordable Housing Units" shall have the meaning given in Section 7.01 of this Declaration.

1.129 "Uncontrollable Circumstances" shall include but not be limited to any strike, lockout or labor dispute; inability to obtain labor or materials or reasonable substitutes therefor; acts of God; governmental restrictions, regulations or controls; unreasonable delays by the City, State or United States government, or any agency or instrumentality thereof, in the performance of any work or processing or approval of any applications or agreements required in order to permit Declarant to carry out its obligations pursuant to this Declaration; enemy or hostile government action;

civil commotion, insurrection, revolution or sabotage; fire or other casualty; a taking of the whole or any relevant portion of the Subject Property; by condemnation or eminent domain; inclement weather substantially delaying construction of any relevant portion of the Subject Property; soil conditions substantially delaying construction of any relevant portion of the Subject Property; denial to Declarant or R.S.P.O.A. by any party of a right of access to any adjoining real property which right is vested in Declarant or R.S.P.O.A., as the case may be, by contract or pursuant to applicable law, if such access is required to accomplish the obligations of Declarant or R.S.P.O.A. pursuant to this Declaration; inability of a public utility to provide power, heat or light or any other utility service; the inability of the Development to hook-up to the North River Water Pollution Control Facility; unusual delays in transportation; the pendency of a litigation or similar proceedings relating to the Applications or to the underlying sections of the Zoning Resolution; or other conditions similar to the foregoing which are beyond Declarant's or R.S.P.O.A.'s control. No event shall constitute an Uncontrollable Circumstance unless Declarant or any successor to Declarant (as defined in Section 10.04), R.S.P.O.A., the Park Construction Entity, the holder of a Mortgage or other applicable party complies with the procedures set forth in Section 4.02(f) hereof. A certification of Uncontrollable Circumstances may be

sought with respect to any matter arising under any provision of this Declaration. With respect to the Open Space Improvements, the SOS, and all other matters arising under Article IV hereof, certification of Uncontrollable Circumstances shall be made by the Parks Commissioner, with notice to the Speaker. In the case of the New Mapped Streets, the Public Access Easements other than the SOS, the Mitigation Work, the Affordable Housing Units, the Transitway Easement and all other matters arising pursuant to this Declaration, certification of Uncontrollable Circumstances shall be made by the Chair, with notice to the Speaker in accordance with the same procedures utilized by the Parks Commissioner in Section 4.02(f) hereof with respect to matters arising under Article IV of this Declaration.

1.130 "Unit Interested Party" shall mean only (a) fee owner(s) of the Subject Property or any portion thereof; (b) the holder of the lessee's estate in a ground lease of all or substantially all of the Subject Property or all or substantially all of any Parcel or portion thereof; (c) the cooperative corporation which holds beneficial ownership of any portion of the Subject Property or any building built on the Subject Property; (d) the board of managers of any condominium association which owns any portion of the Subject Property or any building built on the Subject Property; (e) the lessee or occupant of any individual

residential or commercial unit, or the owner of the beneficial interest of any residential or commercial unit, held in cooperative or condominium ownership; (f) the holder of a mortgage or other lien encumbering any such residential or commercial unit, apartment or building held in condominium ownership or owned by a cooperative corporation, (g) the holder of a mortgage or lien encumbering any other interest in the Subject Property, including, but not limited to a fee estate or a ground lease, except the Existing Mortgagee for purposes of Section 9.03(a) hereof or (h) the holder of any other interest in any portion of the Subject Property or any improvements constituting a part of the Development, including any such residential or commercial unit or apartment or building held in condominium ownership, or owned by a cooperative corporation who qualifies as a Party-in-Interest under applicable law, including the Zoning Resolution.

1.131 "Use Group" shall have the meaning set forth in the Zoning Resolution on the effective date of this Declaration.

1.132 "Zoning Resolution" shall have the meaning set forth in the Recitals to this Declaration.

Certain additional terms are defined in the Sections in which they first appear or to which they most closely pertain.

ARTICLE II

DEVELOPMENT AND USE OF THE SUBJECT PROPERTY

2.01 Cancellation of the Lincoln West Declaration; Development of the Subject Property Pursuant to the Zoning Resolution; Development of the Subject Property Pursuant to the Special Permits.

(a) The execution and delivery of this Declaration by Declarant, and the Final Approval of the Applications shall confirm, to the extent that the documents and instruments hereinafter described in this Section 2.01 have any continuing effect in law, that this Declaration supersedes and cancels provisions of any and all obligations which may run with the Subject Property pursuant to the Lincoln West Declaration, any document or instrument executed and delivered in connection with the Lincoln West Declaration, any other action to be taken pursuant to the Lincoln West Declaration, and any document or instrument in any way relating to the Lincoln West Declaration, including any document or instrument filed with the Commission in the applications referred to in such Lincoln West Declaration under Docket Nos. C820927ZMM, C820928ZSM and C820926MMM, or any other application or submission filed or made to any City, State or federal agency or instrumentality in connection with the so-called "Lincoln West" project. All the obligations contained in or referred to in the Lincoln West Declaration and any other document or instrument described in this Section 2.01 shall be deemed to be null and void

and of no further force or effect. The recordation of this Declaration in the Register's Office shall constitute a cancellation of the Lincoln West Declaration pursuant to Section 10.02 of the Lincoln West Declaration.

(b) If Declarant does not develop the Subject Property pursuant to the Special Permits, Declarant may, subject without limitation to the requirements for development in "railroad or transit air space" (as defined in the Zoning Resolution) which may apply to all or a portion of the Subject Property and, subject to any further special permits as may be required, proceed with any development permitted by the Zoning Resolution, provided that if Declarant so proceeds,

(i) such development shall not exceed 7,899,951 square feet of Floor Area, including a maximum of 6,099,951 square feet of residential Floor Area and no more than 5,700 dwelling units, and

(ii) in the portion of the Subject Property zoned C2-5, any Use Group 8 use shall be limited to "theatres" and any Use Group 9 use shall be limited to "studios, art, music, dancing and theatrical."

(c) Notwithstanding any determination by the Declarant to postpone the development of the Subject Property pursuant to the

Special Permits, or to pursue any alternate development permitted by the Zoning Resolution, or any modifications of the actions approved, Declarant shall construct and maintain the 1.5 acre Temporary Open Space between 70th and 72nd Streets, consisting of a flat lawn, sports field and paved ball courts in accordance with Diagram I of Exhibit D, the Park Phasing Plans and Section 4.04 hereof, and provided, however, that such construction and maintenance shall not constitute a Special Permit Election pursuant to Section 9.01(a) hereof. Construction shall commence at any time subsequent to the Effective Date that such construction can safely take place in coordination with repair work on the Miller Highway, and, subject to Uncontrollable Circumstances, the Temporary Open Space shall be prepared and open to the public no later than July 1, 1994.

(d) Subject to the provisions of Article IV of this Declaration, if Declarant proceeds to develop the Subject Property in accordance with the Special Permits and the Special Permit Election, the Development shall be constructed and improved by Declarant in substantial conformity with the Plans. The Plans are more particularly described below:

No.	Title
	Urban Design & Architectural Drawings
Z-8	Zoning Compliance & Computations

Z-9	Distance Between Buildings Computations
Z-12	Site Plan Showing Proposed Highway
Z-13	Site Plan Showing Existing Highway
Z-14	Existing & Proposed Zoning
Z-15	Zoning Lot Plan for Large Scale Plan, Railroad Yard, & Right-of-Way Designation
Z-16	Zoning Lot A/B Zoning Compliance
Z-17	Zoning Lot A/B Urban Design Controls
Z-18	Zoning Lot C/D Zoning Compliance
Z-19	Zoning Lot C/D Urban Design Controls
Z-20	Zoning Lot E/F Zoning Compliance
Z-21	Zoning Lot E/F Urban Design Controls
Z-22	Zoning Lot G/H Zoning Compliance
Z-23	Zoning Lot G/H Urban Design Controls
Z-24	Zoning Lot I Zoning Compliance
Z-25	Zoning Lot I Urban Design Controls
Z-26	Zoning Lot J/K Zoning Compliance (1 of 2)
Z-27	Zoning Lot J/K Zoning Compliance (2 of 2)
Z-28	Zoning Lot J/K Urban Design Controls
Z-29	Zoning Lot L/M/N Zoning Compliance (1 of 2)
Z-30	Zoning Lot L/M/N Zoning Compliance (2 of 2)
Z-31	Zoning Lot L/M/N Urban Design Controls (1 of 2)
Z-32	Zoning Lot L/M/N Urban Design Controls (2 of 2)
Z-33	Zoning Lot O Zoning Compliance

Z-34	Zoning Lot 0 Urban Design Controls

Traffic & Mapping Drawings

Z-40	Area Map Showing Map Change
Z-41	Existing and Proposed Dimensions and Direction of Traffic
Z-44	Parking Summary
Z-45	Parking Plan - Garages on Zoning Lot A/B
Z-46	Parking Plan - Garages on Zoning Lots C/D, E/F, G/H, I
Z-47	Parking Plan - Garages on Zoning Lot J/K
Z-48	Parking Plan - Garages on Zoning Lot L/M/N

Landscape Drawings

Z-55	Open Space Plan
Z-56	Open Space Plan North
Z-57	Open Space Plan South
Z-58	Open Space Plan Sections
Z-59	Landscape and Open Space Details
Z-60	Landscape and Open Space Details
Z-61	Landscape and Open Space Details
Z-62	Interim Open Space Plan
Z-63	Interim Open Space Plan North
Z-64	Interim Open Space Plan South
Z-65	Interim Open Space Plan Sections

Last revision dates on Plans are:

October 16, 1992	Z-15, Z-16, Z-17,
October 21, 1992	Z-8, Z-9, Z-12, Z-13, Z-14, Z-18, Z-19, Z-20, Z-21, Z-22, Z-23, Z-24, Z-25, Z-26, Z-27, Z-28, Z-29, Z-30, Z-31, Z-32, Z-33, Z-34, Z-40, Z-41, Z-44, Z-45, Z-46, Z-47, Z-48, Z-55, Z-56, Z-57, Z-58, Z-59, Z-60, Z-61, Z-62, Z-63, Z-64, Z-65

2.02 **Floor Area Limitations**.

(a) In connection with any development on the Subject Property pursuant to the Special Permits, Declarant shall be allowed to construct or develop, in accordance with the Plans, not more than 7,899,951 square feet of Floor Area, consisting of (i) a maximum of 6,099,951 square feet of residential, 336,400 square feet of community facility, 163,400 square feet of Use Group 6B and 137,800 square feet of local retail and Use Group 8A theatres and Use Group 9A studios, art, music, dancing or theatrical Floor Area and no more than 5,700 dwelling units; (ii) on Parcel L/M/N a maximum of 1,800,000 square feet of Floor Area composed of Use Group 10A studio use and Use Group 10C use.

(b) In accordance with the Plans, Declarant agrees to provide a minimum of 50,000 square feet of gross floor area of community facility and cultural uses (Use Groups 3, 4, 8A theatres, and 9A studios, but not including a public school) distributed throughout the GLSD, of which not less than 25,000 gross square feet shall be

offered for lease or sale, at no more than fair market value, to private or not-for-profit entities engaged in the provision of services defined in the City's Criteria for the Location of City Facilities as "Local/Neighborhood Facilities", or residential facilities defined as "Regional/Citywide Facilities" therein ("Fair Share Facility Space"). Declarant shall develop an appropriate marketing program to advertise availability for lease or sale of the Fair Share Facility Space, and other comparable space in the GLSD, to suitable agencies, entities and potential users and shall report annually with respect to these efforts to the Chair, the Manhattan Borough President and Manhattan Community Boards Nos. 4 and 7 and the City Council.

2.03 **C2-5 Use Limitations**. In the portion of the Subject Property zoned C2-5, in accordance with the Plans, Declarant agrees that any Use Group 8 use shall be limited to "theatres" and any Use Group 9 use shall be limited to "studios, art, music, dancing and theatrical".

2.04 **Studio Use Limitations**. In accordance with the Plans, Declarant agrees that a maximum of 1,800,000 square feet of Floor Area may be developed on Parcel L/M/N for studio use. The studio use shall be limited to Use Group 10A "photographic or motion picture production studios or radio or television studios" and Use Group 10C "Accessory Uses", provided further that any such Use

Group 10A studio use shall be limited to no more than two studio users at any one time, each of whom shall not sublet, assign or convey any portion less than all of its studio for use by another studio user, other than its parent, subsidiary or affiliate. In the event that Parcel L/M/N is not developed for studio use, any application to eliminate the studio use permitted on Parcel L/M/N shall be deemed a major modification of the Special Permits requiring an amendment of this Declaration in accordance with Section 9.02 hereof and Declarant further agrees in connection with any such amendment to make application to map the extension of West 60th through the zoning lot containing Parcel L/M/N. Notwithstanding any other provisions of this Declaration or the Plans, Declarant shall not construct any of the approximately 1,690,600 square feet of studio use on the zoning lot containing Parcels L/M/N (which is permitted in addition to the 35,300 square feet of retail use, 19,400 square feet of professional office space, 54,700 square feet of community facility space, 572,192 square feet of residential use, 743 below-grade public parking spaces and approximately 100,000 square feet of below-grade theater space) without revised Plans and supplementary environmental analysis for such revision, which shall be deemed to be a major modification of the Special Permit requiring a new review under Section 197-c of the City Charter.

2.05 **Parking Garages**.

(a) In accordance with the Plans, Declarant agrees that the parking garages to be developed on the subject property shall not contain more than 3,500 public parking spaces as set forth on Plans Z-44 to Z-48. Except for parking spaces on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot. Any parking spaces which are not needed by the occupants of such zoning lot may be rented to persons who are not occupants of such zoning lot. Such spaces shall be made available to occupants of such zoning lots within 30 days after written request therefor is made to the landlord.

(b) Except for signs for parking garages on Parcel L/M/N, signs for parking areas shall comply with the provisions of Section 22-323 of the Zoning Resolution on the Effective Date of this Declaration and shall be located within fifteen (15) feet of the entrance or exit to a garage.

2.06 **Phasing of Parcel and Open Space Construction**. Subject to the provisions of this Declaration, and particularly Article IV, Declarant may construct the buildings on the Parcels of the Subject Property in accordance with the Plans in such sequence as Declarant shall determine, and may, without limitation, commence the construction of two or more buildings on the Subject Property simul-

taneously. Such development shall be subject to the Open Space Phasing Schedule attached to this Declaration as Exhibit H.

2.07 Commencement and Continuation of Declaration Obligations.

(a) Nothing contained in this Article II or elsewhere in this Declaration shall be construed to obligate Declarant or any successor to Declarant (as defined in Section 10.04) to act or refrain from acting with respect to the Subject Property in any manner permitted by the provisions of this Declaration. Without limiting the generality of the foregoing statement, the execution, delivery and recordation by Declarant of this Declaration shall not be deemed to be an election by Declarant to develop the Subject Property pursuant to the Special Permits, which election shall be made, if at all, by Declarant commencing development of the Subject Property pursuant to the Special Permit Election (as hereinafter defined) in accordance with the provisions of Section 9.01(a). Until Declarant has commenced development of the Subject Property pursuant to the Special Permits, Declarant reserves its rights with respect to the Subject Property to commence development pursuant to the Zoning Resolution in accordance with Section 2.01(b) hereof, and to surrender the Special Permits pursuant to the provisions of Section 9.01. Subject to the provisions of Section 2.01(b) hereof, the covenants of Declarant to comply with the terms of this Declaration, specifically, the covenants to develop or cause to be

developed the Open Space Improvements and the SOS, develop the Public Access Easements and New Mapped Streets, provide Affordable Housing Units and perform the Mitigation Measures shall only be binding on Declarant or any successor of Declarant (as defined in Section 10.04) that develops or has developed or acquires its interest from a party that has developed the Subject Property in accordance with the Special Permits following the Special Permit Election of Section 9.01. No other individual, business organization or entity, including, without limitation, a Mortgagee of the Subject Property or any other individual, business organization or entity included in the definition of "Unit Interested Party", shall be liable for the covenants and obligations of Declarant set forth herein unless any such individual, business organization or entity has become a Declarant or Successor Declarant and is developing the Subject Property in accordance with the Special Permits following the Special Permit Election, or has acquired its interest from a party who has done so.

(b) Once Declarant has commenced development of the Subject Property pursuant to the Special Permits following the Special Permit Election, nothing contained in this Article II or elsewhere in this Declaration shall be construed to obligate Declarant or any successor to Declarant (as defined in Section 10.04) to (i) continue or complete the development of the Subject Property or (ii)

continue or complete the development of the Open Space Improvements, Public Access Easements, or New Mapped Streets, or the Affordable Housing Units or Mitigation Work (collectively, the "Amenities Obligations"). Declarant, however, shall comply with any construction, funding, maintenance and other obligations related to the Amenities Obligations which are required pursuant to this Declaration for the Parcels that have been developed on the Subject Property and which have been issued a Temporary or Permanent Certificate of Occupancy, or otherwise reached a stage of development at which obligations accrue pursuant to this Declaration.

(c) The restrictions, covenants and agreements set forth in this Article II or elsewhere in this Declaration shall only be binding upon Declarant or any successor to Declarant (as defined in Section 10.04) to the extent of Declarant's interest in the Subject Property ("Parcel Interest").

2.08 **Sewage Hook Ups**. Upon its application for any permit to hook up to the City sewer system, Declarant shall notify the Chair and Commissioner of the Department of Environmental Protection who shall, prior to the issuance of the permit, certify that the projected flows from the portion of the Development to be hooked up and that of the various affordable housing projects within the North River Drainage Basin described in the City's most

recent Ten Year Capital Strategy, shall not cause the North River Water Pollution Control Plant to exceed its permitted capacity or violate any enforceable administrative or judicial order governing plant flow, whichever is applicable, provided that in connection with such certification the Declarant shall not be treated in a discriminatory manner. In the event certification cannot be made pursuant to this Section, Declarant shall grant an easement on demand to the City for the purposes of providing construction and maintenance access to and location of structures appurtenant to a municipal pumping station, to be accessed from the area west of Riverside Drive and to be located adjacent to the easement and below the full width of the mapped Riverside Drive, beginning at the northern boundary of the Subject Property and extending one hundred and fifty (150) feet to the south of such boundary, provided that Declarant has a property interest in the area, and if deemed necessary and all necessary approvals have been obtained. Such easement shall be conveyed in accordance with an Easement Agreement to be mutually agreed to between the Declarant and the City.

2.09 **Elementary School Siting**.

(a) Declarant shall provide, for sale or lease at fair market value to the Board of Education, a site or facility in the GLSD sufficient to accommodate 60,000 square feet of Floor Area and six

hundred (600) public elementary school students (the "School Site") in accordance with the terms of this Section.

(b) As indicated on Plan Z-8, Declarant shall provide an area on either Parcel I, J or K for the School Site (the "Potential School Sites"). At the point when 4,000,000 square feet of residential Floor Area in the GLSD has received Temporary or Permanent Certificates of Occupancy, Declarant shall notify the Board of Education that at least one of the three Potential School Sites, at least one of which must include the area on Parcel I, is available for development as the School Site (the "School Site Notice"). Declarant shall not develop Parcel I prior thereto in a manner that precludes compliance with the prior sentence of this paragraph and may at its election include Parcels J or K in the School Site Notice. In the event that the Board of Education selects Parcel I as the School Site, such selection shall be conditioned upon the Board of Education obtaining, at its sole cost and expense, a transfer or increase in the maximum number of dwelling units permitted on Parcel I, by means of a zoning override, modification of the Special Permits, or otherwise, such that the maximum number of dwelling units on Parcel I is equal to the number of dwelling units permitted on Parcel I without its use as the School Site and with 25,200 square feet of community use, in accordance with Plan Z-8.

(c) Within one hundred and eighty days of its receipt of the School Site Notice, unless the Board of Education selects a Potential School Site as the School Site and enters into a lease or purchase agreement at fair market value, for such School Site with Declarant, Declarant may develop Parcels I, J or K in any manner permitted by the Special Permits, and shall have no further obligations with respect to the provision of a School Site.

(d) If prior to the transmittal of the School Site Notice, Declarant and the Board of Education agree upon the development of a School Site anywhere in the GLSD, the requirements of this Section shall be deemed to be satisfied.

2.10 **Riverside South Implementation Task Force.**

(a) Declarant's implementation of the Development and the Open Space Improvements shall be monitored by a Riverside South Implementation Task Force (the "Implementation Task Force"). Its membership shall consist of a representative of the Mayor's Office of Construction or successor of such Office, Director of the Department of City Planning, and another Mayoral appointee who shall be a Commissioner of a Mayoral Agency, and two appointees of the Speaker.

(b) The Implementation Task Force shall be convened at the request of any member, but in no case less than four times a year

[redacted]

and shall report on a quarterly basis concerning the progress and implementation of the Development and the Open Space Improvements.

(c) Prior to the approval or issuance of permits by the applicable commissioner or agency, the Implementation Task Force shall have thirty (30) days to review and report concerning any related waste water treatment facility, affordable housing plans, park plans, and highway and street plans, and any alternations thereto.

(d) Prior to the filing of any request by Declarant for a Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any Floor Area in the Development, the applicant for such approval or permit shall give the Implementation Task Force Board ten (10) business days to verify that all applicable obligations required pursuant to the Declaration have been met. Where agency sign-offs are required by other than the Buildings Department, such sign-offs shall be deemed prima facie evidence of performance in determining the verification of such performance. If the Implementation Task Force does not act within the above-described time periods in Sections 2.10(c) and 2.10(d) hereof, its verification shall be deemed given. All City agencies shall be requested to respond to requests for information and materials by the Implementation Task Force.

2.11 **Minority and Women's Participation**.

Declarant shall construct the Development and maintain and operate the Open Space Improvements in a manner consistent with the principles of Executive Order 50 (of 1980) and the goals established by the City pursuant to the City's Minority and Women's Business Enterprise program.

2.12 **Funds for Senior Citizen, Youth and Job Training**. Declarant recognizes that the Development, due to additional area population it would create and other factors, may result in the need for additional programs for senior citizens, youth or job training, and therefore Declarant shall provide a fund in the total amount of Five Hundred Thousand Dollars ($500,000) as follows: One Hundred Twenty Five Thousand Dollars ($125,000) within one (1) year from the date of the completion of foundations pursuant to the first Foundation Permit to be issued in the Development, another One Hundred Twenty Five Thousand Dollars ($125,000) within two (2) years form such date, another One Hundred Twenty Five Thousand Dollars ($125,000) within three (3) years from such date and another One Hundred Twenty Five Thousand Dollars ($125,000) within four (4) years from such date. These funds are to be paid directly to a trust in agency account held by the Department of Business Services, for distribution exclusively to not-for-profit organizations, qualified under Section 501(c)(3) of the Internal

Revenue Code exclusively for programs offered within Manhattan Community Board 7 that assist senior citizens, youths or that provide job training, in the following annual amounts:

Thirty Seven Thousand Five Hundred Dollars ($37,500)--Senior Citizen Programs

Thirty Seven Thousand Five Hundred Dollars ($37,500)--Youth Programs

Fifty Thousand Dollars ($50,000)--Job Training

Awards of the above funds shall be made only at the direction of a committee comprised of one representative of each of the three Council Members who represent Manhattan Community Board 7 and two representatives to be designated by the Chair of Manhattan Community Board 7.

ARTICLE III

MITIGATION MEASURES

3.01 **Environmental Mitigation**.

Subject to Section 2.07 of the Declaration, Declarant shall, if it develops the Subject Property pursuant to the Special Permits following the Special Permit Election, in accordance with the Final Environmental Impact Statement (the "FEIS") for the Development, the Notice of Completion of which is dated October 11, 1992, undertake the mitigation measures set forth therein (the "Mitigation Work"), as follows:

(a) Subway - 72nd Street. In order to mitigate the impact of the development of the Subject Property on the 72nd Street- Broadway IRT Station, Declarant shall deposit $10 million dollars ($10,000,000) (the "72nd Street Subway Contribution") into a trust and agency account administered by the New York City Department of City Planning (the "72nd Street Subway Fund") to be used for the construction of a new station entrance on the north side of 72nd Street. The 72nd Street Subway Contribution shall be contributed by Parcels A-D (the "Subway Contribution Parcels") which are the Parcels in the GLSD which generate the largest number of trips to the 72nd Street- Broadway IRT Station, and shall be provided as follows:

(i) The amount of the 72nd Street Subway Contribution for each of the Subway Contribution Parcels shall be determined by multiplying $10 million dollars ($10,000,000) by a fraction, the denominator of which is the maximum permitted Floor Area of the Subway Contribution Parcels, as indicated on Plan Z-8, and the numerator of which is the maximum permitted Floor Area of each Subway Contribution Parcel, as indicated on Plan Z-8.

(ii) The Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary or Permanent Certificate of Occupancy for more than fifty percent (50%) of the Floor Area located on a Subway Contribution Parcel until (x)

Declarant has deposited to the Subway Fund the 72nd Street Subway Contribution required for that Subway Contribution Parcel and (y) the Chair has notified the Buildings Department of the deposit of such 72nd Street Station Subway Contribution. This provision shall not be deemed to prevent Declarant from applying for or receiving Temporary or Permanent Certificates of Occupancy for amounts of Floor Area in any Subway Contribution Parcel which does not exceed fifty percent (50%) prior to the payment of its 72nd Street Subway Contribution.

(iii) Notwithstanding any provision to the contrary in this Section 3.01(a), if the Metropolitan Transit Authority has not committed the full financing for and commenced the construction of a capital project which includes the construction of a new subway entrance on the north side of 72nd Street within five (5) years after the 72nd Street Subway Contribution required under this Section 3.01(a) totals Ten Million Dollars ($10,000,000), then the New York City Department of City Planning shall return to Declarant all monies in the 72nd Street Subway Fund and the obligations of Declarant to make a contribution pursuant to this Section 3.01(a) shall be null and void.

(b) Subway - 66th Street. In order to mitigate the impact of the development of the Subject Property on the 66th Street- Broadway IRT Station, Declarant shall construct a new eight

foot stairway in the 66th Street- Broadway IRT Station (the "66th Street Station Improvements"). The Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary or Permanent Certificate of Occupancy for more than 6,715,000 square feet of Floor Area in the GLSD until (i) Declarant has constructed the 66th Street Station Improvements and (ii) the NYCTA has notified the Buildings Department that the Declarant has completed the construction of the 66th Street Station Improvements.

(c) Further Mitigation. Declarant shall further:

(i) Develop a protection plan during construction on the Subject property to prevent damage from such construction; (y) consult with the New York City Landmarks Preservation Commission with respect to such protection plan; and (z) hire an independent foundation and structural engineer to fulfill the protection plan;

(ii) Carry out archaeological testing in two narrow strips of fast land (i.e., original land instead of fill) located between 59th and 62nd Streets;

(iii) Fund traffic mitigation measures to implement the "West End Avenue Improvement Plan", as defined in the FEIS; the Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary or Permanent Certificate of Occupancy for in excess of 3,365,179 square feet in the GLSD,

unless the Commissioner of the New York City Department of Transportation has notified the Buildings Department that Declarant has funded the West End Avenue Improvement Plan.

(iv) Fund the implementation of modification of the operating permits for the Con Edison West 59th Street facility if such modification is acceptable to the New York State Department of Environmental Conservation.

(v) Install in all buildings in the GLSD double-glazed windows and air-conditioning such that window/wall noise attenuation would achieve at least 30 dBA noise reduction and such that the building on Parcel M would contain additional noise window/wall attenuation to achieve at least a 35 dBA noise reduction;

(vi) Ensure that contractors for the Development follow the guidelines given in the D&A Report "Construction Noise Mitigation Measures" (Con-79-001, July 1979); and

(vii) Implement mitigation measures for potential significant adverse impacts resulting from the presence from hazardous materials in the soil and ground water of the Subject Property in accordance with the FEIS. Such mitigation regarding ground water contamination must be satisfied prior to application for or acceptance of a Temporary Certificate of Occupancy or a

Permanent Certificate of Occupancy for floor area in excess of 1,258,000 square feet of floor area in the GLSD.

ARTICLE IV

OPEN SPACE PLAN

4.01 Funding and Construction of the Open Space Plan.

(a) Pursuant to the procedures more particularly described in this Article IV of the Declaration, if the Subject Property is developed in accordance with the Special Permits following the Special Permit Election, Declarant covenants to construct, or at its sole election provide the Park Construction Entity with an amount of funds computed and payable solely as herein set forth for the construction of (i) a temporary open space (the "Temporary Open Space"), to be constructed in stages, subject to the provisions of Section 4.04(c) hereof, to make portions of the Open Space accessible to the public as soon as it is practicable substantially in accordance with plans attached to this Declaration as Exhibit D (the "Park Phasing Plans" or "Phasing Plans"); either (ii) the Open Space Plan substantially in accordance with Plans Z-55 to Z-61, if the Miller Highway is relocated before the expiration of the First Toll Period (as hereinafter defined) or (iii) the Interim Open Space Plan substantially in accordance with Plans Z-62 to Z-65 (the "Interim Open Space Plan") if the Miller Highway is not relocated before the expiration of the First Toll Period and (iv)

the Southern Open Space substantially in accordance with Plan Z-60 (collectively, the "Park Drawings") (the Temporary Open Space, Interim Open Space Plan or Open Space Plan are collectively, the "Open Space Improvements"). The Open Space Improvements shall be constructed in accordance with the budget attached to this Declaration as Exhibit E (the "Park Construction Budget").

(b) The Open Space Improvements shall be constructed substantially in the sequence and based upon the drawings of the construction phases (the "Park Construction Phases" or "Phases") in the Park Phasing Plans and the description of the Park Construction Phases attached to this Declaration as Exhibit F, entitled "Park Phasing Description". Subject to Section 4.04 hereof with respect to the provision of Temporary Open Space, each Park Construction Phase shall be conveyed to the City and opened for public use within thirty (30) days after the Parks Commissioner certifies it to be Substantially Completed, in accordance with Section 4.06 of this Declaration.

(c) The Construction Documents and Park Construction Budget may be modified only upon the approval of the Parks Commissioner as provided in the M&O Agreement. Within five (5) business days of any such approval, written notice of such approval shall be given by the Declarant to the Chair provided, however, when any such approval modifies the (i) Park Drawings, (ii) Park Phasing

Plans, (iii) Park Phasing Description, and (iv) Open Space Phasing Schedule, such modifications must be approved with notice to the Speaker of any request for such modification, by both the Parks Commissioner and Chair who shall give such approval upon a finding that such modification will not have a significant negative effect on the public access, visual character or function of the Open Space Improvements or SOS. Major modifications shall be referred to the Commission and City Council as provided in Section 9.02 of this Declaration.

(d) Prior to the commencement of construction of any Phase or part thereof of the Open Space Improvements or the SOS, the Declarant or the Park Construction Entity, if any, shall submit Construction Documents for such portion of the Open Space Improvements or SOS to the Parks Commissioner for approval. Within thirty (30) business days after submission, the Parks Commissioner shall approve or disapprove of the Construction Documents. If the Parks Commissioner disapproves the Construction Documents, the Parks Commissioner shall state in writing the reasons for such disapproval. The Declarant or the Park Construction Entity, if any, shall thereafter submit revised Construction Documents in accordance with the Parks Commissioner's disapproval report and upon receipt thereof, the Parks Commissioner shall approve or disapprove the revised Construction Documents within ten (10)

business days. If there are any further revisions required as a result of a disapproval of the Parks Commissioner, the Parks Commissioner shall approve or disapprove any further revised Construction Documents within ten (10) business days of submission. All such approvals by the Parks Commissioner shall not be unreasonably withheld.

(e) Prior to the submission of the Construction Documents to the Parks Commissioner in accordance with Section 4.01(d) hereof, Declarant shall consult with the Parks Commissioner and, Declarant and the Parks Commissioner shall together consult periodically with the Manhattan Borough President, the parks committees of Community Board Nos. 4 and 7, the local City Council representative and appropriate civic groups and neighborhood organizations throughout the design of the Open Space Improvements, including the preparation of full schematic drawings and design development drawings, as well as the Construction documents.

4.02 Allocation of the Park Construction Budget; Certificates of Occupancy.

(a) Declarant shall allocate the Park Construction Budget to the Floor Area in the Subject Property in a "front-loaded" manner, so that by the time approximately seventy-five percent (75%) of the Floor Area in the GLSD has been constructed (5,900,000 square feet), one hundred percent (100%) of the funds shall have been

contributed to the Park Construction Budget in accordance with the schedule (the "Floor Area Allocation Schedule") attached to this Declaration as Exhibit G. Each building's required contribution, or portion thereof, to the Park Construction Budget, indexed from the Effective Date annually to the Consumer Price Index, shall be denominated the "Floor Area Contribution", and shall equal approximately $8.95 per square foot of Floor Area for the first 5,900,000 square feet of Floor Area in the GLSD to be completed. At the request of the Declarant, the Chair and the Speaker may approve an alternate method for the Declarant to allocate the Floor Area Contributions (the "Alternate Floor Area Allocation"), other than as described in the first sentence of this paragraph, provided that the Chair in consultation with the Parks Commissioner determines the Alternative Floor Area Allocation is reasonably calculated to assist development of the GLSD and construction of the Open Space.

(b) The Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary or Permanent Certificate of Occupancy for any building or part thereof on the Subject Property until (i) Declarant has deposited the Floor Area Contribution required for the amount of Floor Area in the building or part thereof for which a Temporary or Permanent Certificate of Occupancy is being requested to the Park Construction Escrow and

notified the Parks Commissioner of its delivery, and (ii) the Parks Commissioner has notified the Buildings Department of the deposit of such Floor Area Contribution or part thereof into an escrow account (the "Park Construction Escrow"). This provision shall not be deemed to require Declarant to deposit the entire Floor Area Contribution for either an entire building or Parcel at one time, unless Temporary or Permanent Certificates of Occupancy are being requested with respect thereto.

(c) Upon deposit of the first Floor Area Contribution, Declarant shall commence the development and construction of the Open Space Improvements, substantially in accordance with the Park Drawings and within limitations of the approved Park Construction Budget, utilizing the Floor Area Contribution(s) in the Park Construction Escrow. Subject to the receipt of Floor Area Contributions, and to the provisions of this Article IV of the Declaration and Uncontrollable Circumstances, Declarant shall proceed with the construction of the Open Space Improvements on a Phase by Phase basis in accordance with Exhibits D and F as expeditiously as possible, and, in the event the Highway Relocation Notice (as hereinafter defined) is received, subject to coordination of the construction of the Open Space Plan with the relocation of the Miller Highway, utilizing the Floor Area Contributions in the Park Construction Escrow.

(d) Declarant shall establish the Park Construction Escrow in accordance with terms and conditions satisfactory to the Parks Commissioner and subject to audit by the Parks Department and the Comptroller of the City of New York (the "Comptroller"). Declarant may draw down the Floor Area Contribution(s) or part thereof from the Park Construction Escrow in order to develop and construct the Open Space Improvements. Declarant shall provide the Parks Commissioner with an annual budget for the utilization of the Floor Area Contributions, which shall be subject to audit and oversight by the Parks Commissioner.

(e) In order to ensure the Declarant's completion of each Phase of the Open Space Improvements as described in Exhibits D and E, Declarant shall not apply for or accept, a Temporary Certificate of Occupancy or a Permanent Certificate of Occupancy for Floor Area in excess of certain cumulative amounts (the "Open Space Restricted Space") until the Declarant has substantially completed certain specified Phases of the Open Space Improvements and the Parks Commissioner has so certified such Substantial Completion in accordance with this Declaration and the Maintenance Agreement. The Open Space Restricted Space shall be related to the Substantial Completion of Phases in accordance with the phasing schedule (the "Open Space Phasing Schedule") attached to this Declaration as Exhibit H. Pursuant to Exhibit H, as such may be

modified from time to time, the Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary Certificate of Occupancy or a Permanent Certificate of Occupancy for:

(i) in excess of 1,258,000 square feet of Floor Area in the GLSD unless Phase 1 of the Phasing Plans is substantially complete;

(ii) in excess of an additional 1,101,000 square feet of Floor Area, or a total of 2,359,000 square feet in the GLSD, unless Phase 2 of the Phasing Plans is substantially complete;

(iii) in excess of an additional 1,381,000 square feet of Floor Area, or a total of 3,740,000 square feet in the GLSD, unless Phase 3 of the Phasing Plans is substantially complete;

(iv) in excess of an additional 172,000 square feet of Floor Area, or a total of 3,912,000 square feet in the GLSD, unless Phase 4 of the Phasing Plans is substantially complete.

In view of the exigencies related to the construction of the later Phases of the Open Space Improvements which are affected by when or whether or not the Miller Highway is relocated, Declarant shall not be required to have Open Space Restricted Space with respect to Phases 5 or 6 of the Park Phasing Plans, unless with

respect to Phases 5A and 6A the Miller Highway Relocation Notice is received prior to the expiration of the First Toll Period in accordance with Section 4.05 hereof, or with respect to Phases 5B and 6B, at least two years has elapsed after the expiration of the First Toll Period without the receipt of the Miller Highway Notice and the construction of GLSD has not been completed.

With respect to Phases 5B and 6B, after the relocation of the Miller Highway has been completed for two (2) years, Declarant shall be required to have Open Space Restricted Space in order to insure the completion of Phases 5B and 6B, in the manner described below.

If the Miller Highway Relocation Notice is received prior to the expiration of the First Toll Period and the relocation of the Miller Highway has been completed for two (2) years, pursuant to Exhibit H, the Buildings Department shall not issue, and the Declarant shall not apply for or accept, Temporary or Permanent Certificate of Occupancy for:

(x) in excess of an additional 1,132,000 square feet of Floor Area, or a total of 5,044,000 square feet in the GLSD, unless Phase 5A of the Phasing Plans is substantially complete.

(y) in excess of an additional 856,000 square feet of floor area, or a total of 5,900,000 square feet of Floor Area in

the GLSD, unless Phase 6A of the Phasing Plans is substantially complete.

With respect to Phases 5B and 6B, if the First Toll Period, including any extensions, has expired without the Miller Highway Relocation Notice being received prior thereto, and two (2) years has elapsed thereafter, Declarant shall be required to have Open Space Restricted Space with respect to any remaining unbuilt Floor Area in order to insure the completion of Phases 5B and 6B, in the manner described below:

In that event, pursuant to Exhibit H the Buildings Department shall not issue, and the Declarant shall not apply for or accept, Temporary or Permanent Certificates of Occupancy for:

(x) in excess of an additional 460,000 square feet of Floor Area, or a total of 4,372,000 square feet in the GLSD, unless Phase 5B of the Phasing Plans is substantially complete;

(y) in excess of an additional 330,000 square feet of floor area, or a total of 4,702,000 square feet of Floor Area in the GLSD, unless Phase 6B of the Phasing Plans is substantially complete.

This provision shall not be deemed to prevent Declarant from applying for or receiving Temporary or Permanent Certificates of

Occupancy for amounts of Floor Area in buildings or parts thereof that does not exceed the amount of Floor Area with respect to a particular Park Phase that constitutes Open Space Restricted Space.

(f) In the event that Declarant reasonably believes that full performance of its obligations to develop the Open Space Improvements or the SOS, including, but not limited to, any obligations with respect to the Open Space Restricted Space which affect the issuance of Temporary or Permanent Certificates of Occupancy, has been delayed as a result of Uncontrollable Circumstances, Declarant shall so notify the Parks Department as soon as Declarant learns of such circumstances. Declarant's written notice shall include a description of the condition or event, its cause (if known to Declarant), its probable duration, and in Declarant's reasonable judgment, the impact it is reasonably anticipated to have on the completion of the work. In the exercise of its reasonable judgment, the Parks Commissioner shall, within twenty (20) business days of its receipt of Declarant's written notice, (i) certify in writing that Uncontrollable Circumstances have occurred, including a determination of the expected duration of such delay (the "Delay Notice") and that adequate security exists to assure performance in the future, or (ii) notify Declarant that he or she does not reasonably believe that the delay or inability to perform claimed by Declarant would not have occurred but for Uncontrollable

Circumstances or (iii) notify Declarant that he or she does not reasonably believe that adequate security exists to assure performance in the future. If the Parks Commissioner so certifies in accordance with Section 4.02(f)(i), notwithstanding anything contained in this or any other provision of this Declaration, Declarant may apply for or accept and the Buildings Department may issue a Temporary or Permanent Certificate of Occupancy for any building or portion thereof, including a portion of the Open Space Restricted Space, prior to the completion of applicable portions of Open Space Improvements or other obligations as applicable under this Article.

4.03 Utilization of the Park Construction Entity.

(a) In the event that the Declarant, in its sole election, determines to delegate construction of the Open Space Improvements and the SOS to the Park Construction Entity, the following terms and conditions shall apply:

(i) Declarant shall notify the Chair and the Parks Commissioner in writing of Declarant's determination to delegate the construction of the Open Space Improvements to the Park Construction Entity (the "Park Construction Entity Delegation"). Declarant or Successor Declarant (as hereinafter defined) may rescind the Park Construction Entity Delegation upon three (3)

months written notice to the Parks Commissioner and the Park Construction Entity.

(ii) Declarant shall deposit the Floor Area Contributions into an escrow account (the "Entity Construction Escrow") established by the Park Construction Entity in accordance with terms and conditions satisfactory to the Parks Department and the Comptroller. Subject to the provisions of Section 4.03(a)(iii) of this Declaration, the Park Construction Entity may draw down the Floor Area Contributions from the Entity Construction Escrow in order to develop and construct the Open Space Improvements and the SOS. The Park Construction Entity shall provide the Parks Commissioner and Declarant with an annual budget for the utilization of the Floor Area Contributions, which shall be subject to audit and oversight by the Parks Commissioner and by Declarant and to audit by the Comptroller.

(iii) Upon completion of the design development and completion of the Construction Documents but prior to the start of construction of the Open Space or any Park Construction Phase, after the Parks Commissioner has approved the Construction Documents in accordance with Section 4.01(d), the Park Construction Entity must certify to the Parks Commissioner that such Park Construction Phase has a construction cost within the limitations of the approved Park Construction Budget. Thereafter, the Park

Construction Entity shall construct the Open Space Improvements in accordance with the provisions of this Declaration.

(iv) The deposits of Floor Area Contributions required by the provisions of Section 4.02(b) of this Declaration shall be to the Entity Construction Escrow established by the Park Construction Entity rather than the Park Construction Escrow established by Declarant, and the notice of Uncontrollable Circumstances pursuant to Section 4.02(f) of this Declaration may be made by the Park Construction Entity as well as the Declarant.

(v) The procedures in this Section 4.03 shall only apply in the event Declarant makes the Parks Construction Entity Delegation.

4.04 Provision of the Temporary Open Space.

(a) Declarant covenants that, upon Substantial Completion of each area of the Temporary Open Space pursuant to Section 4.04 hereof and the Park Phasing Plans, the City shall hereby enjoy, wield, have the non-exclusive right to and the benefit of and be granted, conveyed and transferred a temporary non-exclusive easement (the "Temporary Open Space Easement") for pedestrian use, passive recreation and unorganized active recreation in such area of the Temporary Open Space until the commencement of the construction in that area of the permanent elements of the Open

Space Improvements required by the Park Phasing Plans or construction in connection with the Miller Highway Relocation Approval, unobstructed from the ground up to the sky, appurtenant to adjacent and nearby City-owned real property in streets and parks, and underwater, and that liens, including but not limited to judgment liens, mortgage liens, mechanics liens and vendees' liens, and all burdens, covenants, encumbrances, leases, licenses, easements, profits, security interests, and all other interests subsequent thereto, excepting governmental tax liens and assessments, public utilities and easements, shall be subject and subordinate to the rights, claims, entitlements, interests and priorities created by the easement granted herein.

(b) Each portion of the Temporary Open Space Easement shall commence for the benefit of and shall vest in the City commensurate with and on the date of the Substantial Completion of the respective portion of the Temporary Open Space. Any mortgage or other lien or encumbrance upon the Subject Property after the effective date of this Declaration shall, at and after the time of such vesting of the respective portion of the Temporary Open Space Easement in the City, be or be caused to be subject and subordinate to this Declaration.

(c) Subject to Uncontrollable Circumstances, Declarant further covenants to act diligently (i) to construct, provided that

repair work on the Miller Highway does not create unsafe conditions that prevent such construction, and vest the City with the first portion of the Temporary Open Space Easement no later than July 1, 1994, and (ii) to substantially complete and vest the City with the remaining portions of the Temporary Open Space Easement in accordance with the Park Drawings and the Open Space Phasing Schedule. The construction of the Temporary Open Space shall not constitute a Special Permit Election.

(d) Upon Substantial Completion of each portion of the Temporary Open Space, Declarant covenants that the Temporary Open Space Easement shall remain open and accessible to the public without charge or fee, seven (7) days per week, from 7:00 a.m. to 1:00 a.m., or such other hours as Riverside Park may hereafter be open to the public from time to time. Notwithstanding the provisions of this Section, the Parks Department and the Declarant may by written agreement vary such hours.

(e) Declarant may close the Temporary Open Space Easement to the public for one day or such other period as shall be required by law to prevent a public dedication of the Temporary Open Space Easement, other than Saturday, Sunday or public holiday, on the same date in January each year or as near to such date as is possible, to preserve Declarant's ownership interest in the Temporary Open Space Easement and to prevent a public dedication.

(f) Declarant may close the Temporary Open Space Easement or the most limited portions thereof as may be necessary in order (x) to accomplish the maintenance, repairs or replacements or (y) to make emergency repairs to mitigate hazardous conditions or emergency conditions and shall notify the Parks Commissioner of such closing and its expected duration as soon as practicable. Emergency conditions for which the Temporary Open Space Easement may be closed shall be limited to actual emergency situations creating or causing physical danger or threat to the public safety. Declarant will close or permit to be closed only those portions of such areas which must or should reasonably be closed to effect the repairs or mitigation to be undertaken, and will exercise due diligence in the performance of such repairs etc. or mitigation so that it is completed expeditiously and the temporarily closed areas (or any portions thereof) are re-opened to the public promptly.

(g) Declarant further covenants to maintain, insure, and provide indemnification to the City for the Temporary Open Space in the same manner as it covenants to provide for the other Open Space Improvements in accordance with the Maintenance Agreement.

4.05 **Phasing of the Open Space Plan, Interim Open Space Plan and SOS.**

(a) Subject to the provision of the Temporary Open Space Easement in accordance with the Phasing Plan pursuant to Section

4.04 of this Declaration, as and when funds are available from the Floor Area Contributions, Declarant shall initially and sequentially construct Phases 1-3 of the Park Phasing Plans which comprise the portions of the Open Space Plan west of the existing Miller Highway and the accumulation of land-fill for the berm west of the Miller Highway, substantially in accordance with Plans Z-56 to Z-58, including any Temporary Open Space included in those Phases and, in accordance with Section 4.06 of this Declaration, upon their completion, convey them for public use. Prior to the commencement of Phase 2, Declarant shall request the Parks Commissioner to certify whether, based upon the extent of construction of the Route 9-A Esplanade, Declarant should proceed with the construction of Phase 2, which is adjacent to the Route 9-A Esplanade, or construct Phase 3 prior to Phase 2, and Declarant shall proceed accordingly. If the Parks Commissioner has not so certified within thirty (30) days of the Parks Commissioner's receipt of such written request, Declarant shall proceed with the construction of Phase 2. In the event that a pedestrian bridge is constructed at 59th Street to provide access over Route 9-A, Declarant shall apply to the Parks Commissioner to modify the Construction Documents to accommodate such bridge, in accordance with the procedure set forth in Section 4.01(c) hereof.

(b) Upon Substantial Completion of Phases 1-3 of the Park Phasing Plans, Declarant shall construct Phase 4 of the Park Phasing Plans, which comprises the completion of the sloping lawn west of the Miller Highway up to and past the first path, in its final form, and the completion of the accumulation of fill for the berm, including rip-rap to contain such fill at its western edge, substantially in accordance with Plans Z-56 to Z-58. Declarant further covenants to provide a temporary easement to Phase 4 of the Park Phasing Plans upon its Substantial Completion upon the same terms and procedures as set forth in Section 4.04 hereof with respect to Temporary Open Space, until the expiration of the First Toll Period or the receipt of the Highway Relocation Notice. Phases 1-4 of the Park Phasing Plans comprise the portions of the Open Space Improvements which remain the same whether or not the Miller Highway is relocated.

(c) Upon Substantial Completion of all of Phases 1-4 of the Park Phasing Plans, if (subject to the provisions for extensions set forth in this Section), less than ten (10) years has elapsed from the Special Permit Election (the "First Toll Period"), no further construction of the Open Space Improvements shall be undertaken until the First Toll Period has expired, unless the Chair has notified the Declarant and/or the Park Construction Entity that the Miller Highway Relocation Approval has been

received (the "Highway Relocation Notice"). If the Highway Relocation Notice is received prior to the expiration of the First Toll Period, including any extensions, Declarant shall proceed with the construction of Phases 5A and 6A of the Park Phasing Plans substantially in accordance with Plans Z-55 to Z-58, which construction shall be subject to the provision of Open Space Restricted Space in accordance with Section 4.02(e) hereof and Exhibit H. If the Highway Relocation Notice is not received prior to the expiration of the First Toll Period (and Phase 4 has been substantially completed), all further Floor Area Contributions shall be deposited in an escrow account to be held by the Parks Department (the "Completion Escrow") and no further work shall be undertaken until the expiration of the First Toll Period.

(d) After the expiration of the First Toll Period, if the Highway Relocation Notice has not been received, Declarant shall, provided Floor Area Contributions are available and utilizing any funds from the Floor Area Contributions which have been deposited in the Completion Escrow, construct Phases 5B and 6B of the Park Phasing Plans which comprise the remaining elements of the Interim Open Space Plan, substantially in accordance with Plans Z-63 and Z-64. If within 60 days of the expiration of the First Toll Period, or any extension pursuant hereto, the Parks Commissioner and Chair determine that the Highway Relocation Approval is

reasonably likely to be forthcoming in the near future, the Parks Commissioner and Chair may extend the expiration of the First Toll Period by successive periods of 180 days.

(e) After the expiration of the First Toll Period, including any extensions, if the Highway Relocation Notice has not been received and Phases 5B and 6B of the Park Phasing Plans have been substantially completed, any further Floor Area Contributions shall be deposited to the Completion Escrow. The Parks Department and Chair shall then at their discretion wait an additional period of time to be determined by the Parks Commissioner and Chair in consultation with the Commissioner of DOT (the "Second Toll Period") to either use all or part of the funds in the Completion Escrow for additional capital improvements and capital replacements to the Interim Open Space Plan, or, upon receipt of the Highway Relocation Approval at a future date, construct Phases 5A and 6A of the Park Phasing Plans. Upon issuance of a certification of Final Completion in accordance with the Maintenance Agreement for either Phases 5B and 6B or Phases 5A and 6A of the Park Phasing Plans, Declarant shall have no further liability or obligations under this Declaration or the Declaration and the Maintenance Agreement for the construction of the Open Space Improvements, except that Declarant shall be liable as may be provided by law or this Declaration and the Maintenance Agreement for any claims

related to such construction, and provided further that Declarant shall not have liability or obligations for any further construction of the Open Space Improvements during the Second Toll Period.

(f) In the event that 5,900,000 square feet of Floor Area in the GLSD has received Temporary or Permanent Certificates of Occupancy and the Floor Area Contributions are insufficient to construct Park Construction Phases 5 or 6 of the Open Space Plan or the Interim Open Space Plan, the Construction Documents shall be modified as agreed between the Declarant or the Park Construction Entity (if the Construction Entity Delegation has been made) and the Parks Commissioner in accordance with the procedures set forth in Section 4.01(c) hereof. Neither the Declarant nor any other party shall have any obligation to make additional Floor Area Contributions for Phases 5 and 6. The Park Construction Entity and the Declarant shall not be required to return funds resulting from savings in the actual construction costs, or contingency funds not expended during the construction of the complete Open Space. After completion, such funds may, at Declarant's election, either be retained for future capital expenses or utilized for payment of maintenance obligations of the Open Space Improvements in accordance with the Maintenance Agreement. Declarant's obligations with respect to the construction and completion of the Temporary Open

Space, Open Space Plan and the Interim Open Space Plan are strictly limited to compliance with the provisions of this Article IV and the Declaration, including the payment of Floor Area Contributions, to the grant of temporary easements in the Temporary Open Space and portions of the Interim Open Space, pursuant to Sections 4.04 and 4.05 hereof, respectively, to the grant of an easement for the SOS, and to conveyance of the Open Space and the Public Place, respectively, upon their Substantial Completion, pursuant to Sections 4.06 and 4.07, respectively of this Declaration, including any agreed upon obligations to maintain the Open Space Improvements and the SOS.

(g) As indicated on the Park Drawings, construction of certain of the waterfront elements of the Park Phasing Plans, including the "I" Pier restoration for pedestrian use, adjustments to the bulkhead, and construction of pedestrian boardwalks and piers (the "Pier Work") may require authorizations from the United States Army Corps of Engineers and other governmental agencies and, if Declarant, after using reasonable efforts, has been unable to obtain all requisite permits and legal approvals for the Pier Work, the Open Space Plan shall be constructed without the Pier Work. Declarant shall report annually to the Parks Commissioner, the Manhattan Borough President, Manhattan Community Boards No. 4 and 7 and the local City Council representative, with respect to its

efforts to obtain such permits for the Pier Work. In the event that Declarant has been unable to secure the required authorizations for the Pier Work, or a portion thereof, Declarant shall apply to the Parks Commissioner and the Chair to modify the Park Drawings in accordance with Section 4.01(c) hereof to make any necessary adjustments to the Open Space Plan and to reallocate within the Park Construction Budget any available Floor Area Contributions which were deposited for the Pier Work.

(h) The Buildings Department shall not issue and Declarant shall not apply for or accept a Temporary or Permanent Certificate of Occupancy for more than fifty percent (50%) of the Floor Area in Parcel O until the Parks Commissioner has certified that the SOS is substantially complete.

4.06 Completion and Conveyance of the Open Space.

(a) Upon Substantial Completion of construction of each Park Construction Phase, Declarant shall notify the Parks Department that it believes that such Park Construction Phase is Substantially Complete, and Declarant shall request a certification of Substantial Completion in accordance with the procedure in this Declaration and Maintenance Agreement.

(b) Within thirty (30) days after issuance of a certification of Substantial Completion of any Park Construction Phase by the

Parks Department, Declarant shall convey fee title for such Park Construction Phase to the City, at no cost to the City, for public park purposes.

(c) In conjunction with the conveyance of fee title to the City of each Phase which directly abuts any portion of the Subject Property which includes lands underwater, Declarant shall convey the lands underwater adjacent to such Phase in the same manner.

4.07 **Conveyance of the Public Place**. Within thirty (30) days after receipt of the Highway Relocation Notice, or if the Highway Relocation Notice is not received before the expiration of the First Toll Period, as extended in accordance with this Declaration, within thirty (30) days after certification of Substantial Completion of Phases 5B and 6B of the Park Phasing Plans, Declarant shall convey to the City, at no cost to the City, fee title to the Public Place, in accordance with Plan Z-40 and the City Map Change.

4.08 **Maintenance Agreement**. After the Open Space Improvements and the SOS are constructed and conveyed in accordance with Article IV, Declarant covenants to maintain them in good condition and good repair in accordance with the Maintenance Agreement, attached to this Declaration as Exhibit I and incorporated by reference pursuant to Section 10.16 hereof.

ARTICLE V

NEW MAPPED STREETS AND PUBLIC ACCESS EASEMENTS

5.01 **Development of New Mapped Streets and Public Access Easements; Conveyance to City**. Declarant shall develop and convey the New Mapped Streets to the City substantially in accordance with the Mapping Agreement. Specifications, including, without limitation, those relating to elevations, locations and dimensions of the New Mapped Streets shall be established by agreement pursuant to the Mapping Agreement. Declarant shall develop, maintain and operate the Public Access Easement Property and grant a perpetual easement for the use and enjoyment by the public of the Public Access Easements (except the SOS which is regulated pursuant to the Maintenance Agreement), substantially in accordance with the Mapping Agreement.

5.02 **Fencing and Landscaping**. Whenever a portion of Riverside Drive South or an Open Space Improvement adjacent to the Public Place has been substantially completed, Declarant shall construct a fence with a minimum height of eight (8) feet at the eastern boundary of the Public Place and shall landscape the Public Place.

ARTICLE VI

TRANSITWAY EASEMENT AND TRANSPORTATION IMPROVEMENTS

6.01 **Option for Transitway Easement**. In connection with the Commission's requirement pursuant to Section 74-681 of the Zoning Resolution that the structural design of the GLSD make due allowances for the future improvements of the Manhattan transportation system to be made by the City, Declarant shall grant to the City an easement over that portion of the Subject Property designated in Plans Z-12, and Z-13 for the construction, maintenance and operation of a portion of a light rail system to be constructed by the City and to accommodate expanded rail service (the "Transitway Easement"), including at grade access as designated in Plans Z-19 and Z-34 within one hundred eighty (180) days after receipt of written notice (the "Transitway Notice") from the Transit Authority certifying that it intends to exercise such option to be granted the Transitway Easement. Declarant shall convey the Transitway Easement to the City in accordance with an easement agreement to be mutually agreed to between Declarant and the City. Within twenty-four (24) months after receipt of the Transitway Notice, Declarant shall (i) make any alterations to the Subject Property necessary to accommodate the Transitway Easement, and (ii) relocate within the Subject Property each parking space, if any, eliminated by reason of said alterations. The easement shall, without

limitation, in order to accomplish the alterations and relocations required by the provisions of the immediately preceding sentence, provide that Declarant shall retain all necessary easements for support around the volume of the Transitway Easement, to the extent reasonably necessary to allow the continuance of the parking and other structures adjacent to the volume of the Transitway Easement, and the overhang of adjoining streets and buildings comprising portions of the Development. Until such conveyance of the Transitway Easement, Declarant shall have the right to use the portion of the Subject Property which serves as the volume for the Transitway Easement for any lawful purpose in accordance with the provisions of this Declaration, the Mapping Agreement, and any other permits and approvals issued in connection with the development of the Subject Property and affecting such volume.

6.02 Transportation Improvements.

(a) Declarant shall pay to a trust and agency account administered by the New York City Economic Development Corporation (the "EDC Fund"), the sum of Seven Million Dollars ($7,000,000) (the "Railyard Contribution") for use by the City in connection with capital improvements at the Harlem River Railroad Yards (the "Transportation Improvements") in the Borough of the Bronx. Subject to the provisions of Section 6.02(e) hereof, the Railyard Contribution shall be contributed by the first seven (7) Parcels

in the GLSD which receive a Foundation Permit (the "Railyard Contribution Parcels").

(b) The amount of the Railyard Contribution which the first building within the first Railyard Contribution Parcel to receive a Foundation Permit and complete foundations (the "First Railyard Contribution Parcel") shall pay shall equal One Million Five Hundred Thousand Dollars ($1,500,000).

(c) The Buildings Department shall not permit the construction of the First Railyard Contribution Parcel to continue construction beyond completion of foundations of the first building until (i) Declarant has deposited One Million Five Hundred Thousand ($1,500,000) to the EDC Fund and notified the Chair of its delivery, and (ii) the Chair has notified the Buildings Department of the deposit of such Railyard Contribution.

(d) The Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary or Permanent Certificate of Occupancy for more than fifty percent (50%) of the Floor Area located on the second through seventh Railyard Contribution parcels to receive a Foundation Permit until (i) Declarant has deposited to the EDC Fund One Million Dollars ($1,000,000) with respect to the second through sixth Railyard Contribution Parcels to receive a Foundation Permit and Five

Hundred Thousand Dollars ($500,000) with respect to the seventh Railyard Contribution Parcel to receive a Foundation Permit, respectively, and (ii) the Chair has notified the Buildings Department of the deposit of such Railyard Contribution. Prior to its payment of its Railyard Contribution this provision shall not be deemed to prevent Declarant from applying for and accepting a Temporary or Permanent Certificate of Occupancy for any cumulative amount of Floor Area in any Railyard Contribution Parcel other than the First Railyard Contribution Parcel which does not exceed fifty percent (50%) of the total Floor Area permitted by the GLSD permit for that Parcel.

(e) Notwithstanding the foregoing provisions of this Section, in the event that Declarant conveys any Parcel or portion thereof (the "Parcel Transfer") and no Foundation Permit for any Parcel in the GLSD has been issued within three (3) years of the closing of title of the first Parcel Transfer, Declarant shall at the expiration of such three (3) year time period, deposit or cause to be deposited One Million Dollars ($1,000,000) to the EDC fund as the first portion of the Railyard Contributions (the "Alternate First Railyard Contribution"). To secure Declarant's obligation to make the Alternate First Railyard Contribution, Declarant shall deposit or cause to be deposited with EDC one or more clean, irrevocable letters of credit in an amount totalling One Million

Dollars ($1,000,000) (the "Railyard Security") naming the City as beneficiary in a form reasonably satisfactory to EDC, immediately upon the closing of title of the first Parcel Transfer. In the event that Declarant deposits the Railyard Security with EDC and a Foundation Permit for any Parcel is issued prior to three (3) years after the closing of title of the First Parcel Transfer, Declarant may demand and EDC shall return the Railyard Security and further payments shall be made pursuant to (d) above.

(f) In the event Declarant makes the Alternate First Railyard Contribution, the Railyard Contribution shall be contributed by the first seven (7) Parcels in the GLSD which receive a Foundation Permit (the "Alternate Railyard Contribution Parcels"). The first Parcel to complete foundations of its first building after the Alternate First Railyard Contribution has been made shall be deemed the "First Alternate Railyard Contribution Parcel". The Buildings Department shall not permit the First Alternate Railyard Contribution Parcel to continue construction beyond the completion of foundations of the first building until (i) Declarant has deposited Five Hundred Thousand Dollars ($500,000) to the EDC Fund and (ii) the Chair has notified the Buildings Department of the deposit of such Railyard Contribution. The Buildings Department shall not issue, and the Declarant shall not apply for or accept, a Temporary or Permanent Certificate of Occupancy for more than

Fifty Percent (50%) of the Floor Area located on the second through seventh Alternate Railyard Contribution Parcels to receive a Foundation Permit until (i) Declarant has deposited to the EDC Fund One Million Dollars ($1,000,000) with respect to the second through sixth Alternate Railyard Parcels to receive a Foundation Permit, and Five Hundred Thousand Dollars ($500,000) with respect to the seventh Alternate Railyard Contribution Parcel to receive a Foundation Permit, respectively, and notified the Chair of such delivery, and (ii) the Chair has notified the Buildings Department of the deposit of such Railyard Contribution. This Provision shall not be deemed to prevent Declarant from applying for an receiving Temporary or Permanent Certificates of Occupancy for amounts of Floor Area in any Alternate Railyard Contribution Parcel (other than the first Alternate Railyard Parcel to receive a Foundation Permit) which does not exceed fifty percent (50%) prior to the payment of its Alternate Railyard Contribution.

ARTICLE VII

AFFORDABLE HOUSING

7.01 **Provision of Affordable Housing.**

(a) Subject to the provisions of Section 2.07 hereof, in order to foster economic integration in the Development, Declarant covenants to develop or cause to be developed units of affordable housing (the "Affordable Housing Units") in the Development, con-

sisting of "lower income housing," "moderate income housing" and "middle income housing," pursuant to the procedures more particularly described in this Article VII of the Declaration.

(b) "Lower Income" shall mean a household composed of a family having an income equal to or less than 80 Percent of the area median income for New York City residents as established by the U.S. Department of Housing and Urban Development pursuant to Section 3(b)(2) of the United States Housing Act of 1937, as amended; "Moderate Income" shall mean a family having an income above eighty percent (80%) and below one hundred thirty-five percent (135%) of the area median income; "Middle Income" shall mean up a family having an income above one hundred and thirty five percent (135%) and to one hundred sixty-five percent (165%) of the area median income; as adjusted for family size. Units financed by the New York State Dormitory Authority shall also be considered Affordable Housing Units and deemed to be a unit of Middle Income unless it can be demonstrated that the income of the occupants satisfies the requirements of Moderate Income or Lower Income. The above definitions shall be adjusted for family size in accordance with the regulations of Section 8 of the Housing Act of 1937.

(c) In consultation with HPD as to programs available, Declarant shall make application in good faith to the City, State and Federal Government, or instrumentalities thereof, for funds

("Government Housing Aid") for the construction of Affordable Housing Units. Such government aid may consist of any program including, but not limited to, tax abatement and incentive, capital grant, operating subsidy or interest subsidy. Subject to the requirements of Sections 7.01(e) and 7.01(f) of this Declaration with respect to the distribution of Affordable Housing Units by the income of occupants, if such Government Housing Aid is received in the amount(s) requested by Declarant in its application(s) sufficient to construct the Affordable Housing Units, then Declarant will develop Affordable Housing Units in an amount up to twenty percent (20%) of the total residential units in the Development, up to 1140 Affordable Housing Units (the "Assisted Affordable Housing Units") depending on the subsidies available and subject to the completion standards in Section 7.03 of this Declaration. Declarant shall report to the Chair, HPD, the Manhattan Borough President, local Community Boards and the City Council semiannually with respect to the status of its applications for Government Housing Aid and the strategy for achieving the twenty (20%) percent goal. If there is any program which the Chair or HPD determines that the Declarant should specifically pursue, they may direct the Declarant to undertake any specific actions.

(d) If no Government Housing Aid is available, or if Government Housing Aid is not sufficient to develop Assisted Affordable

Housing Units in the Development in an amount at least equal to twelve percent (12%) of the total residential units, or 684 units, Declarant covenants to develop, with internal subsidies if necessary, enough Affordable Housing Units ("Unassisted Affordable Housing Units") so that the sum of the Assisted Affordable Housing Units and the Unassisted Affordable Housing Units in the Development is equal to twelve percent (12%) or 684 units and subject to the completion standard in Section 7.03 of this Declaration. This provision shall not be deemed to require the Declarant to develop any Unassisted Affordable Housing Units if the amount of Assisted Housing Units is at least equal to twelve percent (12%) of the total residential units in the Development. Nothing herein shall be deemed to prevent Declarant from providing levels of Affordable Housing Units between the twelve percent (12%) and twenty percent (20%) levels. Nevertheless the Declarant has agreed to aggressively pursue the goal of twenty percent (20%).

(e) Notwithstanding the provisions of Section 7.01(c) of this Declaration, with respect to the minimum of twelve percent (12%) of the total residential units, or 684 units, which Declarant covenants to develop pursuant to Section 7.01(c) hereof as either Assisted or Unassisted Affordable Units, at least 342 of the Affordable Housing Units (six percent (6%) of the total residential units) shall be built for and made available to qualified Lower

Income households; at least 171 (three percent (3%) of the total residential units) shall be built for and made available to qualified Moderate Income or Lower Income households; and at least 171 (three percent (3%) of the total residential units) shall be built for and made available to qualified Lower Income, Moderate Income or Middle Income households. Notwithstanding the previous sentence of this paragraph, Declarant may at its sole dimcretion replace any Affordable Housing Unit required to be occupied by persons of Moderate Income by one occupied by persons of Lower Income and may replace one required to be occupied by persons of Middle Income by one occupied by persons of either Lower Income or Moderate Income.

(f) With respect to the Affordable Housing Units in excess of twelve percent (12%) of the total residential units up to at least twenty percent (20%) of the total residential units which Declarant covenants to develop as Assisted Affordable Units if sufficient Government Housing Aid is received pursuant to Section 7.01(c) hereof, such units may be built for and made available to Middle Income, Lower Income or Moderate Income households in any combination.

(g) The Unassisted Affordable Housing Units constructed without Government Housing Aid shall conform to the following standards: (i) no unit shall have rooms which are smaller than

room sizes set forth in the HPD Design Guidelines for Housing, New Construction/Multi-family (May 1988 at p. 6); (ii) of the total number of Unassisted Affordable Units, at least fifty percent (50%) shall be two-bedroom or larger units; (iii) the average unit size, shall be not less than the following gross Floor Area, as "Floor Area" is defined in Section 12-10 of the Zoning Resolution:

0 Bedroom	415 Gross Floor Area
1 Bedroom	625 Gross Floor Area
2 Bedroom	800 Gross Floor Area
3 Bedroom	1000 Gross Floor Area;

(iv) no more than one-third (33-1/3 percent) of the Unassisted Affordable Housing units (228 units) shall be located in any one building in the GLSD.

7.02 Manner of Provision; Duration.

(a) Declarant shall construct or cause to be constructed the Affordable Units in either of the following ways:

(i) Unassisted Affordable Housing Units may be constructed and made available to qualified households pursuant to a plan approved by the Chair and the Commissioner of Housing Preservation and Development which is designed to insure that the unit will remain available for qualified households throughout the life of the development; or

(ii) Assisted Affordable Housing Units may be constructed or caused to be constructed in accordance with any available program of Government Housing Aid which guarantees occupancy by households of Lower Income, Moderate Income or Middle Income for (x) not less than 20 years or (y) the duration of the program of Government Housing Aid, whichever is greater, and for rental units for the life of the tenancy thereafter in the manner outlined below.

(b) If Assisted Affordable Housing Units are constructed, Declarant covenants to limit maximum rental levels, with internal subsidies if necessary, for the lifetime occupancy of in-place rental tenants (the "Transition Provisions") after (i) the expiration of Government Housing Aid for Assisted Affordable Housing Units provided pursuant to Section 7.02(a)(ii). The Transition Provisions shall be consistent with the provisions utilized by the New York City Housing Development Corporation in its 80/20 program.

(c) Unassisted Affordable Housing Units shall be provided in accordance with the following requirements:

(i) The Declarant shall, prior to the Special Permit Election under Section 9.01(a), submit to the Chair and the Commissioner of HPD a plan for the creation and maintenance of the

Unassisted Affordable Housing Units which shall include, but not be limited to the following elements: choice of administering agent, tenant or purchaser selection, rent levels or levels of unit sales prices, and income verification of tenants or purchasers. The plan shall conform to the relevant requirements set forth in Zoning Resolution Sections 23-90 through 23-94, and in the HPD Guidelines for Title 8 Lower Income Housing Production Requirements; however, these requirements may be modified, deleted or supplemented as HPD deems necessary to accommodate the different levels of Lower, Moderate and Middle Income units, to achieve lower, moderate and middle income ownership rather than rental, or to allow distribution of units in buildings with different ownership or mortgage arrangements, and as the Chair determines that such modifications, deletions or supplements are in accordance with the Commission's intent to achieve an integration of housing for various levels of income.

(ii) The Chair shall certify that a satisfactory plan, which may be modified from time to time with HPD's consent, has been accepted as a condition of the issuance of the Special Permit Election Notice pursuant to Section 9.01(a).

7.03 Completion Standards for Affordable Housing.

(a) Declarant shall not apply for or accept and the Buildings Department shall not issue a Temporary or Permanent Certificate of

Occupancy for more than thirty-three percent (33%) of the residential units in the Development which are not Affordable Housing Units ("Market Rate Units") until the Chair has notified the Buildings Department that fifteen percent (15%) of the required number of Affordable Housing Units in the Development have been provided (the "First Benchmark").

(b) Declarant shall not apply for or accept and the Buildings Department shall not issue a Temporary or Permanent Certificate of Occupancy for more than fifty percent (50%) of the Market Rate Units in the Development until the Chair has notified the Buildings Department that forty percent (40%) of the required Affordable Housing Units in the Development have been provided (the "Second Benchmark").

(c) Declarant shall not apply for or accept and the Buildings Department shall not issue a Temporary or Permanent Certificate of Occupancy for more than seventy-five percent (75%) of the Market Rate Units in the Development until the Chair has notified the Buildings Department that eighty-five percent (85%) of the required Affordable Housing Units in the Development have been provided (the "Third Benchmark").

(d) Declarant shall not apply for or accept and the Buildings Department shall not issue a Temporary or Permanent Certificate of

Occupancy for one hundred percent (100%) of the Market Rate Units in the Development until the Chair has notified the Buildings Department that one hundred percent (100%) of the required Affordable Housing Units have been provided (the "Fourth Benchmark").

(e) For the purposes of this Section 7.03 of the Declaration with respect to the issuance of Temporary and Permanent Certificates of Occupancy, the total required number of Affordable Housing Units which must be provided shall be based on the number of Unassisted Affordable Units the Declarant has covenanted to provide if no Government Housing Aid is available, or 684 units.

(f) This Section 7.03 shall not be deemed to prevent Declarant from applying for or receiving Temporary or Permanent Certificates of Occupancy for Market Rate Units in between the satisfaction of the requirements of the First, Second, Third and Fourth Benchmarks, respectively, or to require the provision of Affordable Housing Units on a proportionate basis to the number of Market Rate Units within each such Benchmark.

(g) Notwithstanding anything contained in this or any other provision of the Declaration, Declarant may apply for or accept and the Buildings Department may issue a Temporary or Permanent Certificate of Occupancy for any building or portion thereof prior

to the required provision of Affordable Housing Units as applicable under this Article if the Chair certifies, in the exercise of its reasonable judgment, upon compliance by the Declarant with the procedures set forth in Section 4.02(f) hereof that Declarant has been delayed in providing the requisite number of Affordable Housing Units by Uncontrollable Circumstances, and that adequate security exists to assure performance in the future.

ARTICLE VIII

R.S.P.O.A.

8.01 **Organization of R.S.P.O.A.**

(a) Declarant shall cause to be organized a Riverside South Property Owners Association ("R.S.P.O.A."), or a comparable entity, if any of the following changes are made in the ownership of the GLSD: (i) All or any portion of the GLSD is converted to condominium or cooperative ownership held in fee simple and/or leasehold; (ii) The GLSD is held in any other form of multiple ownership of fee title and/or leasehold of all or substantially all of the Subject Property or of any Parcel or portion thereof. The following provisions of this Article VIII shall be operative only in the event that R.S.P.O.A. is required to be formed pursuant to this Section 8.01 of this Declaration.

(b) In that event, Declarant shall (i) cause to be filed a Certificate of Incorporation for the R.S.P.O.A., or comparable entity, as a property owners' association organized under Section 402 of the New York State Not-for-Profit Corporation Law for the purpose of owning, operating and maintaining the Public Access Easement Property and maintaining the Open Space Improvements; and (ii) certify to the Chair that the Certificate of Incorporation for R.S.P.O.A. has been filed with the New York Secretary of State. R.S.P.O.A. shall be organized in accordance with the terms of this Declaration and in accordance with the New York State Not-For-Profit Corporation law. Declarant, if required, shall (i) file with the Department of Law of the Office of the Attorney General of the State of New York a plan offering interests in R.S.P.O.A. pursuant to New York General Business Law Section 352-e (or shall comply with the requirements of any successor statute thereto), (ii) file any governing documents of R.S.P.O.A., including any required amendment to the Certificate of Incorporation of R.S.P.O.A., with the New York Secretary of State and/or the office of any other official or any other public record required by law in order to empower R.S.P.O.A. to carry out its obligations with respect to the Subject Property in full compliance with the requirements of this Declaration.

(c) If the Declarant fails to comply with the provisions of this Section 8.01, the City may proceed with any available enforcement measures including those set forth in Section 10.14 of this Declaration.

8.02 **Purposes**. Declarant shall cause the R.S.P.O.A. to be established for the purpose of, among other functions, owning, operating, maintaining and repairing the Public Access Easements in accordance with this Declaration and the Mapping Agreement, maintaining and repairing the Open Space Improvements and the SOS and the functions described in Section 8.03 hereof.

8.03 **Powers**. To the extent permitted by law, Declarant shall cause R.S.P.O.A. to be established with the power and authority to:

(a) acquire, hold, own, operate, maintain and repair the Public Access Easements and maintain, repair and operate the Open Space Improvements to the extent required herein;

(b) impose fees or assessments against members of R.S.P.O.A., for the purpose of collecting funds reasonably necessary for the operation, maintenance and repair of the Public Access Easements and Open Space Improvements or for any other obligations of R.S.P.O.A. which are properly allocable to Lot Owners (as hereinafter defined) pursuant to this Declaration; collect, receive, administer, protect, invest and dispose of such funds;

(c) bring actions to recover fees or assessments owed to R.S.P.O.A. pursuant to this Section 8.04; and

(d) exercise any and all of such powers as may be necessary or appropriate for purposes of this Declaration and as may be granted to R.S.P.O.A. in furtherance of R.S.P.O.A.'s purposes pursuant to the New York State Not-for-Profit Law.

8.04 **Assessment Property**. All real property within the Subject Property, other than areas within which the Open Space or New Mapped Streets are developed (the "**Assessment Property**"), shall be subject to assessment by R.S.P.O.A. in order to obtain funds for the operation and maintenance of the Public Access Easements in accordance with the Mapping Agreement and for the operation and maintenance of the Open Space Improvements and for any other obligations of R.S.P.O.A. which are properly allocable to Lot Owners (as hereinafter defined) pursuant to this Declaration. The Assessment Property shall be assessed on a reasonable basis. A basis for such assessments acceptable to the Attorney General in connection with the filing of an offering plan for sale of interests in the Subject Property shall be deemed reasonable.

8.05 **Lot Owner Obligations**.

(a) R.S.P.O.A. shall have as members all Lot Owners (as hereinafter defined) of the Subject Property or any portion

thereof, whether residential, commercial or community facility. For purposes of this Declaration, the term "Lot Owners" shall mean only (i) fee owner(s) of the Subject Property or any portion thereof; (ii) the holder of the lessee's estate in a ground lease of all or substantially all of the Subject Property or all or substantially all of any Parcel or portion thereof; (iii) the cooperative corporation which holds beneficial ownership of any portion of the Subject Property or any building built on the Subject Property; (iv) the board of managers of any condominium association which owns any portion of the Subject Property or any building built on the Subject Property; and (v) the lessee or occupant of any individual residential or commercial unit or the owner of the beneficial interest of any residential or commercial unit held in cooperative or condominium ownership. Each Lot Owner, by acceptance of a deed for its portion of the Subject Property, or a lease or occupancy agreement for any unit or units described in the immediately preceding sentence shall, whether or not the covenant is expressed in such deed, lease or occupancy agreement, be deemed to covenant and agree to pay all assessments which may be imposed by R.S.P.O.A. on the property owned or leased by such Lot Owner for the purpose of maintaining, repairing and operating the Public Access Easements pursuant to the Mapping Agreement and for the operation, repair and maintenance of the Open Space Improvements. Each and every assessment, together with such

interest, costs and reasonable attorneys' fees as may be imposed pursuant to Section 8.05(b) below, shall be a charge on the land or leasehold interest and a continuing lien on the property interest against which such assessment is made and shall be subordinate only to liens securing the payment of real estate taxes on such property and to the lien of a first mortgage or cooperative loan encumbering such property in the event of a foreclosure. It is expressly understood that Lot Owners who may be assessed for the operation and maintenance of the Assessment Property shall not include the holder of a mortgage or other lien encumbering (ww) the fee estate in the Subject Property or any portion thereof, or (xx) the lessee's estate in a ground lease of all or substantially all of the Subject Property or all or substantially all of any Parcel or portion thereof, or (yy) any single building to be built on the Subject Property, or (zz) any individual residential or commercial unit or the beneficial interest of any residential or commercial unit held in cooperative or condominium ownership unless and until any such mortgagee succeeds to either (1) a fee interest in the Subject Property or any portion thereof or (2) the lessee's estate in a ground lease of all or substantially all the Subject Property or all or substantially all of any Parcel or portion thereof (the interests described in sub-clauses (1) or (2) immediately preceding being each referred to as a "Possessory Interest") by foreclosure of the lien of the mortgage or other lien or acceptance of a deed

or other transfer in lieu of foreclosure or exercise of an option to convert an interest as mortgagee into an Possessory Interest in any such fee or ground leasehold estate in the Subject Property or by other means permitted under applicable law from time to time; and no such mortgagee or lien holder shall be liable for any assessment imposed by R.S.P.O.A. pursuant to this Article VIII until the mortgagee or lien holder succeeds to such Possessory Interest. While it is intended that the holder of mortgage or other liens (including, from time to time, the holder of a Mortgage on the Subject Property) is to be included among the parties set forth in the definition of "Unit Interested Party", it is not intended that any such holder of a mortgage or other lien shall be deemed to be a Lot Owner unless and until it succeeds to an Possessory Interest as described in the immediately preceding sentence.

(b) (i) A Lot Owner shall be in default if it fails to pay any assessment imposed on it within thirty (30) days after the date the same is due. Such unpaid assessment shall bear interest compounded monthly from the date such payment was due at the rate publicly reported in the Wall Street Journal or another newspaper of general circulation as the "prime rate" offered by members of the New York Clearing House Association or any successor index thereto.

(ii) Upon the default by a Lot Owner, as provided above, R.S.P.O.A. may bring an action, at law or in equity, for the collection of the assessment, interest thereon, and the costs and expenses of collection, including reasonable attorneys' fees to R.S.P.O.A. R.S.P.O.A. shall also have the right to enforce its lien against the property owned or leased by such Lot Owner by all methods available for the enforcement of liens against real property, including foreclosure and sale.

(iii) Each Lot Owner, by acceptance of a deed, lease or occupancy agreement to all or part of the Assessment Property, hereby expressly vests in R.S.P.O.A., or its agents, the right and power to bring all actions against such Lot Owner for the collection of such charges due hereunder and to enforce the aforesaid lien by all methods available for the enforcement of liens against real property, including foreclosure, and each Lot Owner hereby expressly grants to R.S.P.O.A. a power of sale in connection with such foreclosure.

(iv) The proceeds of any sale after foreclosure shall be applied first to the payment of costs and expenses of such sale, including R.S.P.O.A.'s reasonable attorneys' fees, disbursements and court costs; second to the payment of all unpaid assessments and interest thereon, as hereinabove provided; and third, to distribution of any remaining monies in the manner required by

applicable law. R.S.P.O.A. shall have the power to bid for and acquire the interest foreclosed. A Lot Owner may give to R.S.P.O.A., subject to acceptance by R.S.P.O.A., a deed or other transfer in lieu of foreclosure.

(v) No Lot Owner may waive or otherwise avoid liability for the assessments imposed on it as provided for herein by non-use of all or any part of the Public Access Easements or Open Space, by abandonment of such Lot Owner's property, by renunciation of membership in R.S.P.O.A., or by sale or transfer of the property owned by such Lot Owner. Notwithstanding the foregoing, a Lot Owner may delegate any or all of its obligations hereunder to a lessee or sublessee of such Lot Owner, provided that the Lot Owner remains jointly and severally liable therefor.

(vi) Notwithstanding anything to the contrary in sub-clause (v) above, the sale of any Assessment Property pursuant to foreclosure shall extinguish the lien of all such assessments which became due prior to the foreclosure sale. No such foreclosure sale shall, however, relieve the successor to the interest of the Lot Owner in such Assessment Property from liability for any assessments described in this Declaration becoming due thereafter.

(c) Notwithstanding anything to the contrary in this Declaration, the liability of any Lot Owner shall be limited to such Lot Owner's interest in the Subject Property, on an in rem basis only, for the collection of any judgment recovered against such Lot Owner, and no other property of such Lot Owner shall be subject to levy, execution or other enforcement procedure for satisfaction of such judgment and the Lot Owner shall have no personal liability with respect to such assessment, and where a Lot Owner is the owner of a residential or commercial unit or units in a building subject to a cooperative plan or condominium declaration, the liability of any such Lot Owner for assessments as hereinabove provided shall be limited to an amount equal to that proportion of the total assessment payable for such building as such Lot Owner's proportionate share in such cooperative or condominium bears to such total assessment, as measured by such Lot Owner's percentage interest in his, her or its unit and in the common areas, or common elements or maintenance percentage interests appurtenant thereto.

8.06 **Deed References**.

(a) Every deed in respect of all or any portion of the Assessment Property, and each proprietary lease from a cooperative apartment corporation or other lease or occupancy agreement shall (i) contain a recital that the grantee or the lessee assumes,

subject to the provisions of Section 8.05(c) herein, the obligations of a Lot Owner as set forth in this Article VIII, and (ii) confirm that the operation and maintenance of the Public Access Easements and Open Space Improvements and the provisions of this Declaration are conditions to the City actions relating to the development of the Subject Property; provided, however, that the requirements of this Section 8.06(a) shall be satisfied by a reference in such deed or lease or occupancy agreement to this Declaration and the provisions hereof and the failure to include the specific provisions of this Article VIII in such deed or lease or occupancy agreement to a Lot Owner shall not relieve such Lot Owner from any of such Lot Owner's obligations hereunder.

(b) The maintenance charges imposed by a cooperative apartment corporation which is a Lot Owner on the owners of the shares of stock of such corporation allocated to cooperative apartments shall include an amount sufficient for such apartment corporation to pay the amount of any assessment imposed on it pursuant to the provisions hereof.

8.07 **Non-Existence, Incapacity or Default of R.S.P.O.A.** If R.S.P.O.A. or a comparable entity shall cease to exist, or be unable or unwilling to act, or be in default of its obligations under this Declaration, the City shall have the right, but not the obligation, to (i) act in the place and stead of R.S.P.O.A. and be

subrogated to all of R.S.P.O.A.'s rights against any person or entity; and (ii) take any action necessary or appropriate to cure any default by R.S.P.O.A. or to protect and preserve the rights of the City under this Declaration including, but not limited to, any legal actions or proceedings necessary or appropriate against R.S.P.O.A. or any of its members for the purpose of protecting the City's rights and interest under this Declaration.

ARTICLE IX

EFFECTIVE DATE; AMENDMENTS AND MODIFICATIONS TO AND CANCELLATION OF THIS DECLARATION

9.01 **Effective Date; Lapse; Cancellation.**

(a) This Declaration and the provisions and covenants hereof shall become effective only upon Final Approval of the Applications (the "Effective Date"). However, following such Effective Date, subject to Sections 2.01(b) and 2.01(c) hereof Declarant shall not be subject to or have any obligations under Articles I - VIII of this Declaration unless and until Declarant has elected to proceed under the Special Permits by obtaining a Foundation Permit for any building in the GLSD pursuant to the Special Permits (the "Special Permit Election"). The Building Department shall not issue and the Declarant shall not accept the first Foundation Permit for any building in the GLSD until (i) Declarant has given the Chair and the Speaker (x) written notice that it has elected to proceed under

the Special Permits by obtaining a Foundation Permit for a building in the GLSD and (y) the express written consent of the Existing Mortgagee (collectively, the "Special Permit Election Notice") and (ii) the Chair has notified the Buildings Department of the receipt of the Special Permit Election Notice. Declarant may obtain permit(s) for land contour work, landfill operations and other site preparation work and may perform work pursuant to such permits and none of the foregoing shall constitute a Special Permit Election. The construction of the Temporary Open Space in accordance with Section 2.01(c) or Section 4.04 hereof shall not constitute a Special Permit Election.

(b) Within ten (10) days after such Final Approval of the Applications and prior to application for any building permit relating to the Subject Property, Declarant shall file and record this Declaration and any related waivers executed by Mortgagees or other Parties-in-Interest or other documents executed and delivered in connection with the Application and required by this Declaration to be recorded in public records, in the Register's Office (as hereinafter defined), indexing them against the entire Subject Property, and deliver to the Commission within thirty (30) days from any such recording, a copy of such documents as recorded, certified by the Register. If Declarant fails to so record such documents, then the City may record duplicate originals of such

documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant or by the City, shall be borne by Declarant.

(c) The Special Permits shall automatically lapse unless Declarant has completed substantial construction of at least one building to be developed on the Subject Property pursuant to the Special Permits within six and one-half (6-1/2) years from the date of the Final Approval, or in the event certification of capacity is not made pursuant to Section 2.08 of this Declaration, within seven and one-half (7-1/2) years from the date of the Final Approval. For purposes of this sub-clause, the term "substantial construction of at least one building" shall have the meaning set forth in Section 74-99 of the Zoning Resolution, or any successor provision thereto. The seven and one-half (7-1/2) year period described in this sub-clause shall be extended for the aggregate period of time in which Declarant is prevented from initiating or completing substantial construction due to the occurrence of one or more events constituting Uncontrollable Circumstances, or is otherwise tolled pursuant to Section 74-99 of the Zoning Resolution.

(d) If development of the Subject Property pursuant to the Special Permits has not commenced in accordance with the Special Permit Election, Declarant may record in the Office of the Register

(the "Register") of the City of New York for New York County (the "Register's Office"), with written notice to the Speaker and the Chair and the approval of the Chair, and not subject to the procedure for approval of instruments modifying this Declaration set forth in this Article IX, an instrument discharging the obligations of this Declaration, except as noted below, the recording of which instrument shall constitute a waiver of the right to develop the Subject Property pursuant to the Special Permits and a termination of all covenants under this Declaration and all other documents, if any, recorded in accordance with Section 9.01(b), and the recording of which instrument, subject to the provisions of Section 2.01(b) and Section 2.01(c) (and Section 4.04 with respect thereto) which shall survive, shall render this Declaration null and void and all other documents, if any, recorded in accordance with Section 9.01(b). Prior to the recordation of such instrument, Declarant shall notify the Chair and the Speaker of Declarant's intent to discharge this Declaration and request the Chair's approval, which approval shall be limited to insuring that such discharge and termination is in proper form and provides that the proper provisions which are not discharged survive such termination. Upon recordation of such instrument, Declarant or Successor Declarant (as hereinafter defined) shall provide a copy thereof to the Commission so certified by the Register. For so long as the Existing Mortgagee holds a mortgage on the Subject

Property, Declarant shall not discharge this Declaration without the express written consent of the Existing Mortgagee.

(e) Notwithstanding anything to the contrary contained in this Declaration, if all approvals given in connection with the Applications are declared invalid or otherwise voided by a final judgment of any court of competent jurisdiction from which no appeal can be taken or for which no appeal has been taken within the applicable statutory period provided for such appeal, then, upon entry of said judgment or the expiration of the applicable statutory period for such appeal, this Declaration shall be cancelled and shall be of no further force or effect and an instrument discharging it may be recorded in accordance with the procedures set forth in Section 9.01(d) hereof.

9.02 **Amendment**. Subject to the provisions of Section 9.01 hereof, this Declaration may be amended, modified or cancelled (other than pursuant to Section 9.01 hereof) only upon application by Declarant with the express written consent of the Existing Mortgagee for so long as the Existing Mortgagee holds a Mortgage on the Subject Property, the Commission and the City Council. No other approval or consent shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant.

9.03 **Minor Modifications**. Notwithstanding the provisions of Section 9.02 above, any change to this Declaration which the Chair deems to be a minor modification of this Declaration may by express written consent be approved administratively by the Chair with notice to the Speaker, and no other approval or consent shall be required from any public body, private person or legal entity of any kind, including, without limitation, any present or future Party-in-Interest. Such minor modifications shall not be deemed amendments requiring the approval of the Commission or the City Council. Any change in this Declaration that would reduce (i) either (a) the Declarant's monetary contributions for the Amenities Obligations other than (x) modifications of the Park Construction Budget approved pursuant to Section 4.01(c) hereof, (y) modification of the Declarant's obligation to maintain, repair and program the Open Space Improvements, approved pursuant to Section 3.01(g) of the Maintenance Agreement, or, (z) if outside sources of revenue are obtained to offset Declarant's obligations, (b) the area of the Open Space Improvements, or (c) the percentage of required Affordable Housing Units, or (ii) the obligations under Sections 2.02(b), 2.09 or 6.02 hereof, may not be deemed a minor modification.

9.04 **Future Recording.** Any modification, amendment or cancellation of this Declaration shall be executed and recorded in the same manner as this Declaration.

9.05 **Certain Provisions Regarding Modification, etc.**

(a) Notwithstanding anything to the contrary contained in Section 10.04 with respect to Multiple Declarants (as hereinafter defined) or elsewhere in this Declaration, for so long as Declarant, or any successor entity (including without limitation, the "Existing Mortgagee") to the balance and entirety of Declarant's fee interest in the Subject Property so that Declarant no longer holds any fee interest in the Subject Property (the "Successor Declarant"), shall hold a fee interest in the Subject Property or any portion thereof, all Unit Interested Parties, their heirs, successors, assigns and legal representatives, hereby irrevocably (i) consent to any amendment, modification, cancellation, revision or other change in this Declaration, (ii) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, cancelling, revising or otherwise changing this Declaration, and (iii) nominate, constitute and appoint Declarant, or any Successor Declarant, their true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments of any kind that may be required in order to amend, modify, cancel, revise or

otherwise change this Declaration or to evidence such Unit Interested Parties' consent or waiver as set forth in this Section 9.05.

(b) At such time as Declarant, or any Successor Declarant, no longer holds any fee interest in the Subject Property or any portion thereof, and provided R.S.P.O.A. shall have been organized pursuant to the provisions of this Declaration, then, in lieu of any Unit Interested Party, R.S.P.O.A. shall be deemed to be the sole Declarant and Party-in-Interest with respect to the Public Access Easements and this Declaration. In such event, if an application is filed with the Commission to amend, modify, cancel, revise or otherwise change this Declaration, the application and the instrument amending, modifying, cancelling, revising or changing this Declaration shall be executed by R.S.P.O.A. and any Parties-in-Interest of the Subject Property described in Section 10.07 (whether a cooperative corporation or the board of managers of any condominium association), it being understood that any such cooperative corporation or board of managers of such condominium association may, by appropriate instruments, waive their right to execute any such amendment, modification, cancellation, revision or change of this Declaration and authorize R.S.P.O.A. to be the sole Party-in-Interest executing any such amendment, modification, cancellation, revision or change. Declarant expressly declares on

behalf of all successors, heirs, assigns and legal representatives that it shall not be necessary for each party holding legal title to an individual commercial or residential unit affected by an amendment, modification, cancellation, revision or other change in this Declaration to execute or waive its right to execute the application and the instrument amending, modifying, cancelling, revising or changing this Declaration.

ARTICLE X

MISCELLANEOUS

10.01 **Binding Effect; Limitation of Liability.** The restrictions, covenants, obligations, easements and agreements in this Declaration shall be binding upon Declarant including any successor to Declarant (as defined in Section 10.04 of this Declaration), or any other individual, business organization or other entity, only for the period during which Declarant, or said individual, business organization, or other entity, is the holder of a fee or other interest in the Subject Property, and only to the extent of its interest in the Subject Property, and subject to the provisions of Section 2.01(b) hereof, only if Declarant or said individual, business organization or other entity has commenced development of the Subject Property pursuant to the Special Permit Election and then only to the extent provided in Section 2.07 hereof. The provisions of this Declaration shall run with the land

and shall inure to the benefit of and be binding upon Declarant. Notwithstanding anything to the contrary contained in this Declaration, the City will look solely to the estate and interest of Declarant, and any or all of its successors and assigns or the subsequent holders of any interest in the Subject Property, on an in rem basis only, for the collection of any judgment or the enforcement of any remedy based upon any breach by any such party of any of the terms, covenants or conditions of this Declaration. No other property of any such party or its principals, disclosed or undisclosed, or its partners, shareholders, directors, officers or employees, or said successors, assigns and holders, shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or of any other party or person under or with respect to this Declaration, and no such party shall have any personal liability under this Declaration.

10.02 Notices.

(a) All notices, demands, requests, consents, approvals or other communications (each of which is hereinafter referred to as "Notice") which may be or are permitted, desirable or required to be given, served or sent hereunder shall be effective only if in writing and mailed to the party for which it is intended by certified or registered mail, return receipt requested, or hand delivered, addressed as follows:

If to Declarant:	Penn Yards Associates c/o The Trump Organization 725 Fifth Avenue New York, New York 10022 Attention: Donald J. Trump
with a copy to:	Rosenman & Colin 575 Madison Avenue New York, New York 10022 Attention: Samuel H. Lindenbaum, Esq.
If to the City:	Chair City Planning Commission of The City of New York 22 Reade Street New York, New York 10007 (or the then official address)
with a copy to:	City Planning Commission of The City of New York Office of the Counsel 22 Reade Street New York, New York 10007 (or the then official address)
if to City Council:	Speaker City Council of the City of New York City Hall New York, New York 10007
with a copy to:	City Council of the City of New York Land Use Division 250 Broadway, Room 1712 New York, New York 10007 (of the then official address)
If to Existing Mortgagee:	The Chase Manhattan Bank, N.A. Real Estate Finance Department 101 Park Avenue, 16th Floor New York, New York 10178 Attn: Thomas F. Maher, Vice President

with a copy to: Sybil H. Pollet, Esq.
Pollet & Pollet
110 East 59th Street
28th Floor
New York, New York 10022

Any recipient of Notice may from time to time by Notice designate a new or additional related entity or person or address for receipt of Notices.

(b) Notice shall be deemed given five (5) days after mailing or upon hand delivery after receipt, except that a Notice providing for change of Notice name or address shall be effective upon receipt.

(c) A copy of all Notices to Declarant shall be simultaneously given to any Mortgagee of which the City has been given Notice (any such Mortgagee, a "Named Mortgagee").

10.03 City Cooperation and Consent. Wherever in the Declaration the certification, consent or approval of Declarant, the Commission, the Chair or the Parks Commissioner is required or permitted to be given, it is understood that time is of the essence and such certification, consent or approval will not be unreasonably withheld or delayed.

10.04 Successors of Declarant. References in this Declaration to "Declarant" shall be deemed to include successors

of Declarant, if any, which are holders of a fee interest in the Subject Property, provided that if all or substantially all of the Subject Property or all or substantially all of any Parcel or portion thereof is leased pursuant to a ground lease to another person or entity by Declarant, then the lessee under such lease shall be deemed the "Declarant" for all purposes of this Declaration. Where there are multiple fee owners or multiple ground lessees of the Subject Property (the "Multiple Declarants"), each Multiple Declarant shall, in addition to the Declarant as provided in Section 9.05 hereof and subject to the provisions thereof, be deemed to be a "Declarant" under the Declaration and shall succeed to Declarant's interest and obligations in the Subject Property, in which event Declarant's obligations under this Declaration shall be reduced thereby in accordance with the provisions of Section 10.01 hereof but only to the extent of such Multiple Declarant's Parcel Interest and the extent of such Multiple Declarant's obligations for the Amenities Obligations and other matters pursuant to this Declaration shall be in accordance with the provisions of Section 2.07(c) of this Declaration. No Multiple Declarant shall have any obligation to (a) convey the Temporary Open Space Easement, or any portion thereof, pursuant to Section 4.04 of this Declaration, (b) convey any Public Access Easement, or any portion thereof, (c) convey any Park Construction Phase, or portion thereof, pursuant to Section 4.06 of this

Declaration, (d) convey the Public Place, or any portion thereof, pursuant to Section 4.07 of this Declaration, (e) convey the New Mapped Streets, or any portion thereof, pursuant to Section 5.01 of this Declaration and the Mapping Agreement, or (f) convey the Transitway Easement, or any portion thereof, pursuant to Article VI of this Declaration (collectively, the "Conveyance Interests"), unless such Multiple Declarant holds fee title to such Conveyance Interest. No Multiple Declarant shall have any obligation to construct or fund the construction of any portion of the Open Space Improvements except in accordance with the Floor Area Allocation Schedule and such Multiple Declarant's Parcel Interest. The failure to construct or fund the construction of any Open Space Improvement shall not provide a basis for withholding the Temporary or Permanent Certificate of Occupancy for such Multiple Declarant's Parcel Interest, except in accordance with Section 4.02 hereof and the Open Space Restricted Space, or, except with respect to Section 4.02, for considering such Multiple Declarant in default under any term, provision or covenant of this Declaration, or invoking any remedy under Section 10.14 or elsewhere in this Declaration. No Multiple Declarant shall have any obligation to develop the Affordable Housing Units except in accordance with the completion standards for Affordable Housing Units in Section 7.03 hereof and such Multiple Declarant's Parcel Interest. The failure to develop the Affordable Housing Units shall not provide a basis for

withholding the Temporary or Permanent Certificate of Occupancy for such Multiple Declarant's Parcel Interest, except in accordance with the First, Second or Third Benchmarks of Section 7.03 hereof or, except with respect to such Section 7.03 hereof, for considering such Multiple Declarant in default under any term, covenant or provision of this Declaration, or invoking any remedy under Section 10.14 or elsewhere in this Declaration. Notwithstanding anything to the contrary contained in this Declaration, no holder of a mortgage or other lien in the Subject Property shall be deemed to be a successor of Declarant for any purpose, unless and until such holder obtains a Possessory Interest and provided further that, following succession to such Possessory Interest, the holder of any such mortgage or lien shall not be liable for any obligations of Declarant as the "Declarant" hereunder unless such holder commences to develop the Subject Property in accordance with the terms of Section 3.07 hereof or has acquired its interest from a Party who has done so.

10.05 **Default**. Notwithstanding anything contained in this Declaration to the contrary, subject to Uncontrollable Circumstances, prior to Declarant being in default under any term, provision and/or covenant contained in the Declaration, the City shall give Declarant thirty (30) days' prior written notice of such alleged default. Provided that Declarant has commenced to effect

a cure during such thirty (30) day period and is proceeding diligently towards effecting such cure, the aforesaid thirty (30) day period shall be extended for so long as the Chairman or the Parks Commissioner determines, in its reasonable judgment, that Declarant continues to proceed with reasonable diligence with the effectuation of such cure.

10.06 **Rights of Mortgagees**. Notwithstanding anything herein contained to the contrary, if Declarant shall fail to observe or perform any of the covenants or provisions contained in this Declaration and such failure continues beyond the cure period set forth in Section 10.05 hereof, the City shall, before taking any action to enforce this Declaration, give notice to any Named Mortgagee, setting forth the nature of the alleged default. A Named Mortgagee shall have available to it an additional cure period of the same number of days as Declarant had in which to cure such alleged default, as extended by Uncontrollable Circumstances. If the Chair or the Parks Commissioner determines in their reasonable judgment that such Named Mortgagee has commenced to effect a cure during such period and is proceeding with reasonable diligence towards effecting such cure, then such cure period shall be extended for so long as the Chair or the Parks Commissioner determines such Named Mortgagee is continuing to proceed with reasonable diligence with the effectuation of such cure. With

respect to the effectuation of any cure by any Named Mortgagee, such Named Mortgagee shall have all the rights and powers of the Declarant pursuant to this Declaration necessary to cure such default.

10.07 **Parties-in-Interest**. Declarant shall provide the City with an updated Certification of parties-in-interest as of the recording date of this Declaration and will cause any individual, business organization or other entity which, between the date hereof and the effective and recording date and time of this Declaration, becomes a Party-in-Interest in the Subject Property or portion thereof to subordinate its interest in the Subject Property to this Declaration. Any and all mortgages or other liens encumbering the Subject Property after the recording date of this Declaration shall be subject and subordinate hereto as provided herein. Notwithstanding anything to the contrary contained in this Declaration, if a cooperative apartment corporation has been formed with respect to the ownership of any portion of the Subject Property or if a portion of the Subject Property is held in condominium ownership, the cooperative corporation or the board of managers of the condominium association, as the case may be, shall be deemed to be the sole Party-in-Interest with respect to the premises owned by such cooperative corporation or held in condominium ownership, and the owner of the shares of stock of the

cooperative apartment corporation allocated to any cooperative apartment, the holder of a lien encumbering any such shares, the holder of any other occupancy or other interest in such cooperative apartment, the owner of any unit in such condominium, the holder of a lien encumbering any such condominium unit, and the holder of any other occupancy or other interest in such condominium unit shall not be deemed to be a Party-in-Interest.

10.08 **Governing Law**. This Declaration shall be governed by and construed in accordance with the laws of the State.

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

10.10 **Enforcement of Declaration**. No person or entity other than Declarant, R.S.P.O.A., the City, or a successor, assign or legal representative of any such party, shall be entitled to enforce, or assert any claim arising out of or in connection with, this Declaration. This Declaration shall not create any enforceable interest or right in any person or entity other than the parties named above in this Section, who shall be deemed to be the proper entities to enforce the provisions of this Declaration,

and nothing contained herein shall be deemed to allow any other person or entity, public or private, any interest or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Special Permits and/or the Applications, including any claim by any public or private landowner to be the beneficiary of an easement appurtenant to lands adjoining the Subject Property which could or might be affected by the enforcement of the provisions of this Declaration with respect to the Subject Property. Declarant consents to the enforcement by the City, administratively or at law or equity, or by any legal means necessary, of the covenants, conditions, easements, agreements and restrictions contained in this Declaration.

10.11 **Indemnification of Certain City Expenses**. If Declarant is found by a court of competent jurisdiction to have violated the provisions of this Declaration, after notice and opportunity to cure as set forth herein, and the finding is upheld on final appeal or the time to file any and all appeals has lapsed, Declarant shall indemnify and hold the City harmless from and against all of its reasonable legal and administrative expenses, including attorney fees, arising out of or in connection with the City's enforcement of Declarant's obligations under this Declaration.

10.12 **Indemnification By Declarant**. Subject to the provisions of Sections 2.07(c), 10.01 and 10.04 hereof, with respect to the apportionment of obligations among Multiple Declarants and Lot Owners to the extent of their respective Parcel Interest, Declarant and assignees shall indemnify and hold the City and its officers, employees and agents harmless from any and all claims, actions or judgments for loss, damage or injury, including death or property damage of whatsoever kind or nature, including attorney fees, arising from Declarant's performance of its obligations under this Declaration related to the Public Access Easements, as set forth in the Mapping Agreement and the Open Space Improvements, as set forth in this Declaration.

10.13 **Applications**. Declarant shall include a copy of this Declaration as part of any application pertaining to the Subject Property (as to which the provisions of this Declaration are applicable) submitted to the Buildings Department or any other interested governmental agency or department having jurisdiction over the Subject Property.

10.14 **Certain Remedies**.

(a) Declarant hereby agrees that failure to comply with conditions or restrictions in the Special Permits or this Declaration shall constitute a violation of the Zoning Resolution, and such failure to comply may constitute the basis for denial or

revocation of building permit(s) including Foundation Permits or certificate(s) of occupancy with respect to the Development or for revocation of the Special Permits.

(b) In any application for modification, renewal or extension of the Special Permits, or for an amendment or modification of this Declaration, Declarant shall verify that it has complied with each of the conditions of the Special Permits and/or the Declaration theretofore prescribed by the Commission and the City Council.

(c) In the event that Declarant has not complied with the conditions of the Special Permits and/or the Declaration, such non-compliance may constitute grounds for the Commission or the City Council, as applicable, to disapprove any application for modification, renewal or extension of the Special Permits and/or for amendment or modification of the Declaration.

(d) For purposes of this Section 10.14, Declarant shall not be deemed to have failed to comply under any of sub-clauses (a), (b) or (c) hereof unless and until Declarant or a Named Mortgagee, as the case may be, has failed to remedy or cure the event or occurrence which is the basis or any allegation of a failure to comply in accordance with the procedures set forth in Sections 10.05 and 10.06 of this Declaration with respect to alleged

default(s), including all applicable notice and cure periods afforded Declarant and Named Mortgagee(s) therein.

(e) In any proceedings brought by the City against Declarant pursuant to sub-clause (a) of this Section 10.14, including, without limitation, with respect to the performance of any Amenities Obligations, seeking to deny or revoke building permits or certificates of occupancy with respect to the Development, or to revoke the Special Permits, or to impose a lien, fine or other penalty, if the event or occurrence which is the basis of an allegation of a failure to comply by Declarant or the R.S.P.O.A. is the failure of Declarant or R.S.P.O.A. to perform an obligation associated with a particular building, Parcel or Parcel Interest, as the case may be, then the City shall in the first instance only deny or seek the revocation of building permits or certificates of occupancy for the affected building, Parcel, or Parcel Interest, and in the first instance only seek to impose a fine, lien, or other penalty on the affected building, Parcel or Parcel Interest, and any such event or occurrence shall not provide in the first instance the basis for denial or revocation of the Special Permits or building permits or certificates of occupancy, or in the first instance the imposition of any fine, lien or other penalty, with respect to buildings, Parcels or Parcel Interests comprising a

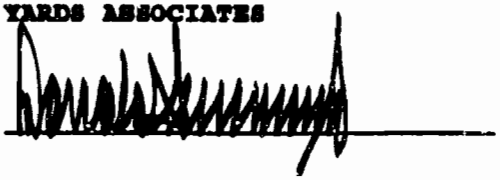
portion of the Development for which no such failure to comply has occurred.

10.15 **Inflation Adjustments**. In the event that Declarant indicates that the use of the Consumer Price Index under any provision of this Declaration or the Maintenance Agreement overstates the appropriate adjustment for inflation, Declarant may propose a different index or adjustment to the Parks Commissioner or Chair, and if the Parks Commissioner or Chair does not accept Declarant's alternate index or adjustment, may proceed to arbitration, provided that any such adjustment by the Parks Commissioner or the Chair or by arbitration may not exceed the adjustment based upon the Consumer Price Index.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first above written.

PENN YARDS ASSOCIATES

By: 

SCHEDULE OF EXHIBITS

EXHIBIT A	Metes and Bounds Description of the Subject Property
EXHIBIT B	Zoning Lot Certification
EXHIBIT B-1	Chase Manhattan Bank Waiver
EXHIBIT C	Plans
EXHIBIT D	Park Phasing Plans
EXHIBIT E	Park Construction Budget
EXHIBIT F	Park Phasing Description
EXHIBIT G	Floor Area Allocation Schedule
EXHIBIT H	Open Space Phasing Schedule
EXHIBIT I	Maintenance Agreement

EXHIBIT A Metes and Bounds Description of the Subject Property

Certificate No. 419200984

/SO IN ORIGINAL

DESCRIPTION
METES AND BOUNDS

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is Tax Lot Number 1 in Block 1171 as shown on the Tax Map of the City of New York, New York County, and is more particularly described as follows:

Beginning at the corner formed by the intersection of the Northerly side of West 59th Street with the Westerly side of West End Avenue;

THENCE Northerly along the Westerly side of West End Avenue, 567 feet;

THENCE Northwesterly along a line which forms an angle on its Northerly side with West End Avenue of 75 degrees 16 minutes 43 seconds, 118 feet;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 128 degrees 12 minutes 34 seconds, 492 feet 10-1/2 inches to a point on curvature;

THENCE continuing Northerly along a curve to the right having a radius of 850 feet, a central angle of 21 degrees 36 minutes 47 seconds, 320 feet 7-5/8 inches;

THENCE Easterly along a radial line, 1 foot 0-3/4 inches;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 88 degrees 07 minutes 30 seconds, 366 feet 9-1/4 inches;

THENCE Northwesterly along a line which forms an angle on its Westerly side with the preceding course of 132 degrees 55 minutes 00 seconds, 2 feet 8 inches;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 133 degrees 01 minutes 00 seconds, 23 feet 9-1/4 inches;

THENCE Easterly along a line which forms an angle on its Southerly side with the preceding course of 90 degrees 11 minutes 00 seconds, 4 feet 1 inch;

THENCE Northerly along a line which forms an angle on its Westerly side with the preceding course of 81 degrees 17 minutes 30 seconds, 13 feet 7-1/8 inches;

THENCE Easterly along a line which forms an angle on its Southerly side with the preceding course of 81 degrees 00 minutes 30 seconds, 35 feet 9-1/8 inches to the intersection of the Westerly side of Freedom Place with the Southerly side of West 66th Street;

THENCE Northerly on a curve to the right having a radius of 4967 feet 0 inches, a central angle of 2 degrees 09 minutes 29 seconds, 187 feet 0-7/8 inches along the Westerly side of Freedom Place to a point of tangency;

THENCE still Northerly along the Westerly side of Freedom Place, 930 feet 7-7/8 inches to the Northerly side of West 70th Street;

THENCE still Northerly along a prolongation Northerly of the Easterly side of

SO IN ORIGINAL

Freedom Place, 470 feet 11-3/4 inches to the Southerly side of West 72nd Street;

THENCE Westerly along the Southerly side of West 72nd Street, 443 feet 10 inches;

THENCE Southerly at right angles to the preceding course, 435 feet 2 inches;

THENCE Southwesterly along a line which forms an angle on its Westerly side of 161 degrees 33 minutes 54 seconds with the preceding course, 94 feet 10-3/8 inches to the Southerly line of West 70th Street, as said Street is located pursuant to Plans and Profiles prepared pursuant to Chapter 677, Laws of 1928, as amended and filed 10/29/29 in the Office of the Register of New York County as Map No. 2294, (the "Map No. 2294");

THENCE Westerly along the Southerly line of West 70th Street, as shown on Map No. 2294, 576 feet 8-3/8 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 69th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 69th Street, as shown on Map No. 2294, 541 feet 0-3/8 inches to a point in the United States modified Bulkhead Line approved by the Secretary of War, February 5, 1930 (the "1930 USBH Line");

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 69th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 69th Street, as shown on Map No. 2294, 539 feet 4 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 68th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 68th Street, as shown on Map No. 2294, 533 feet 7-7/8 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 68th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 68th Street, as shown on Map No. 2294, 531 feet 11-1/2 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 67th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 67th Street, as shown on Map No. 2294, 526 feet 3-1/2 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 67th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 67th Street, as shown on Map No. 2294, 524 feet 7-1/8 inches to the Easterly line of 13th Avenue, as shown on Map No.

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2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 66th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 66th Street, as shown on Map No. 2294, 518 feet 11 inches to the 1930 USEH Line;

THENCE Southerly along the 1930 USEH Line, 60 feet 0 inches to the Southerly line of West 66th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 66th Street, as shown on Map No. 2294, 517 feet 2-3/4 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 65th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 65th Street, as shown on Map No. 2294, 511 feet 6-5/8 inches to the United States Bulkhead Line Approved by the Secretary of War, 3/26/27 (the "1927 USEH Line");

THENCE Southerly along the 1927 USEH Line, 320 feet 10 inches to the Southerly line of West 64th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 64th Street, as shown on Map No. 2294, 502 feet 5-7/8 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 63rd Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 63rd Street, as shown on Map No. 2294, 496 feet 9-3/4 inches to the 1927 USEH Line;

THENCE Southerly along the 1927 USEH Line, 320 feet 10 inches to a point;

THENCE Southerly along the bulkhead line established by the Board of Commissioners of The Central Park pursuant to Chapter 697 of the Laws of 1867 and identified on Map filed in the Office of the Register of New York County as Map #685 (the "1867 NYEH Line"), 201 feet 1-5/8 inches to a point in the United States Bulkhead Line approved by the Secretary of War, 7/31/41 (the "1941 USEH Line") and the Northerly line of West 61st Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 61st Street, as shown on Map No. 2294, and the 1941 USEH Line, 38 feet 10-1/2 inches;

THENCE Southerly along the 1941 USEH Line, 60 feet 0 inches to the Southerly line of West 61st Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 61st Street, as shown on Map No. 2294, 38 feet 6-3/4 inches to the 1867 NYEH Line;

THENCE Southerly along the 1867 NYEH Line, 201 feet 1-5/8 inches to the Northerly line of West 60th Street, as shown on Map No. 2294;

/SO IN ORIGINAL

THENCE Easterly along the Northerly line of West 60th Street, as shown on Map No. 2294, 24 feet 5-1/4 inches to the 1941 USBH Line;

THENCE Southerly along the 1941 USBH Line, 60 feet 0 inches to the Southerly line of West 60th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 60th Street, as shown on Map No. 2294, 523 feet 0-/18 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 59th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 59th Street, as shown on Map No. 2294, and along the Northerly line of West 59th Street, 1567 feet 4 inches to the point or place of BEGINNING.

EXHIBIT B Zoning Lot Certification

TICOR TITLE GUARANTEE

Certificate No. 419200984

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

TICOR TITLE GUARANTEE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 39 Broadway, New York, New York 10006, hereby certifies to the **CITY OF NEW YORK** and **PENN YARDS ASSOCIATES** as to the land hereafter described, being a tract of land, either subdivided or consisting of one lot of record, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (a), or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME AND ADDRESS	NATURE OF INTEREST
1. Penn Yards Associates (a N.Y. Limited Partnership) c/o The Trump Organization 725 Fifth Avenue New York, NY 10022	Certified owner of record. of p/o Lot 1 in Block 1171.
2. The Chase Manhattan Bank 1 Chase Manhattan Plaza New York, NY 10080	Holder of Mortgages consolidated in Reel 1426 Page 2492 and Mortgages recorded in Reel 1724 Page 112 and Reel 1724 Page 152 affecting p/o Lot 1 in Block 1171.

Certificate No. 419200984

DESCRIPTION
METES AND BOUNDS

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is Tax Lot Number 1 in Block 1171 as shown on the Tax Map of the City of New York, New York County, and is more particularly described as follows:

Beginning at the corner formed by the intersection of the Northerly side of West 59th Street with the Westerly side of West End Avenue;

THENCE Northerly along the Westerly side of West End Avenue, 567 feet;

THENCE Northwesterly along a line which forms an angle on its Northerly side with West End Avenue of 75 degrees 16 minutes 43 seconds, 118 feet;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 128 degrees 12 minutes 34 seconds, 492 feet 10-1/2 inches to a point on curvature;

THENCE continuing Northerly along a curve to the right having a radius of 850 feet, a central angle of 21 degrees 36 minutes 47 seconds, 320 feet 7-5/8 inches;

THENCE Easterly along a radial line, 1 foot 0-3/4 inches;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 88 degrees 07 minutes 30 seconds, 366 feet 9-1/4 inches;

THENCE Northwesterly along a line which forms an angle on its Westerly side with the preceding course of 132 degrees 55 minutes 00 seconds, 2 feet 8 inches;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 133 degrees 01 minutes 00 seconds, 23 feet 9-1/4 inches;

THENCE Easterly along a line which forms an angle on its Southerly side with the preceding course of 90 degrees 11 minutes 00 seconds, 4 feet 1 inch;

THENCE Northerly along a line which forms an angle on its Westerly side with the preceding course of 81 degrees 17 minutes 30 seconds, 13 feet 7-1/8 inches;

THENCE Easterly along a line which forms an angle on its Southerly side with the preceding course of 81 degrees 00 minutes 30 seconds, 35 feet 9-1/8 inches to the intersection of the Westerly side of Freedom Place with the Southerly side of West 66th Street;

THENCE Northerly on a curve to the right having a radius of 4967 feet 0 inches, a central angle of 2 degrees 09 minutes 29 seconds, 187 feet 0-7/8 inches along the Westerly side of Freedom Place to a point of tangency;

THENCE still Northerly along the Westerly side of Freedom Place, 930 feet 7-7/8 inches to the Northerly side of West 70th Street;

THENCE still Northerly along a prolongation Northerly of the Westerly side of

Freedom Place, 470 feet 11-3/4 inches to the Southerly side of West 72nd Street;

THENCE Westerly along the Southerly side of West 72nd Street, 443 feet 10 inches;

THENCE Southerly at right angles to the preceding course, 435 feet 2 inches;

THENCE Southwesterly along a line which forms an angle on its Westerly side of 161 degrees 33 minutes 54 seconds with the preceding course, 94 feet 10-3/8 inches to the Southerly line of West 70th Street, as said Street is located pursuant to Plans and Profiles prepared pursuant to Chapter 677, Laws of 1928, as amended and filed 10/29/29 in the Office of the Register of New York County as Map No. 2294, (the "Map No. 2294");

THENCE Westerly along the Southerly line of West 70th Street, as shown on Map No. 2294, 576 feet 8-3/8 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 69th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 69th Street, as shown on Map No. 2294, 541 feet 0-3/8 inches to a point in the United States modified Bulkhead Line approved by the Secretary of War, February 5, 1930 (the "1930 USBH Line");

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 69th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 69th Street, as shown on Map No. 2294, 539 feet 4 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 68th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 68th Street, as shown on Map No. 2294, 533 feet 7-7/8 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 68th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 68th Street, as shown on Map No. 2294, 531 feet 11-1/2 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 67th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 67th Street, as shown on Map No. 2294, 526 feet 3-1/2 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 67th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 67th Street, as shown on Map No. 2294, 524 feet 7-1/8 inches to the Easterly line of 13th Avenue, as shown on Map No.

2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 66th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 66th Street, as shown on Map No. 2294, 518 feet 11 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 66th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 66th Street, as shown on Map No. 2294, 517 feet 2-3/4 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 65th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 65th Street, as shown on Map No. 2294, 511 feet 6-5/8 inches to the United States Bulkhead Line approved by the Secretary of War, 3/26/27 (the "1927 USBH Line");

THENCE Southerly along the 1927 USBH Line, 320 feet 10 inches to the Southerly line of West 64th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 64th Street, as shown on Map No. 2294, 502 feet 5-7/8 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 63rd Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 63rd Street, as shown on Map No. 2294, 496 feet 9-3/4 inches to the 1927 USBH Line;

THENCE Southerly along the 1927 USBH Line, 320 feet 10 inches to a point;

THENCE Southerly along the bulkhead line established by the Board of Commissioners of The Central Park pursuant to Chapter 697 of the Laws of 1867 and identified on Map filed in the Office of the Register of New York County as Map #685 (the "1867 NYBH Line"), 201 feet 1-5/8 inches to a point in the United States Bulkhead Line approved by the Secretary of War, 7/31/41 (the "1941 USBH Line") and the Northerly line of West 61st Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 61st Street, as shown on Map No. 2294, and the 1941 USBH Line, 38 feet 10-1/2 inches;

THENCE Southerly along the 1941 USBH Line, 60 feet 0 inches to the Southerly line of West 61st Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 61st Street, as shown on Map No. 2294, 35 feet 6-3/4 inches to the 1867 NYBH Line;

THENCE Southerly along the 1867 NYBH Line, 201 feet 1-5/8 inches to the Northerly line of West 60th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 60th Street, as shown on Map No. 2294, 24 feet 5-1/4 inches to the 1941 USBH Line;

THENCE Southerly along the 1941 USBH Line, 60 feet 0 inches to the Southerly line of West 60th Street, as shown on Map No. 2294;

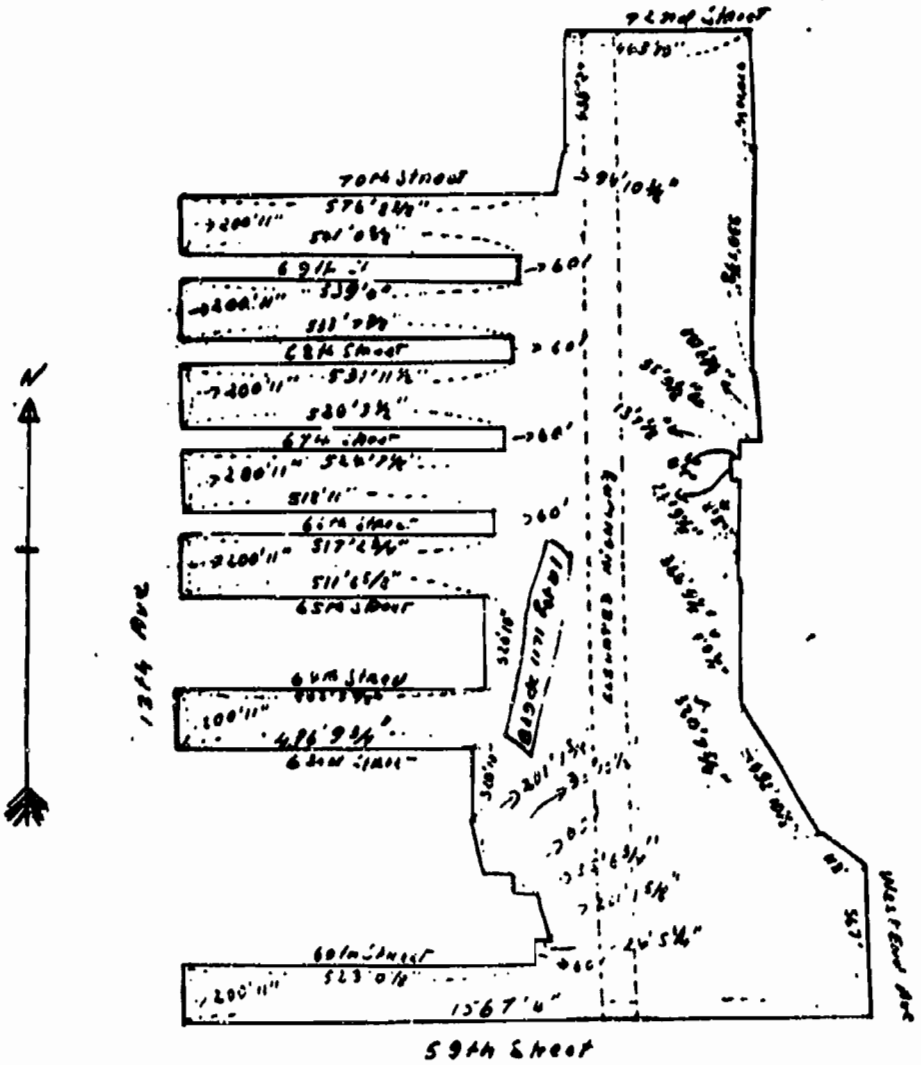
THENCE Westerly along the Southerly line of West 60th Street, as shown on Map No. 2294, 523 feet 0-/18 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 59th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 59th Street, as shown on Map No. 2294, and along the Northerly line of West 59th Street, 1867 feet 4 inches to the point or place of BEGINNING.

Certificate No. 419200984

That the said premises are known as and by street address 59th Street Penn Central Yards as shown on the following DIAGRAM:



Elevated Railroad Easement (created by agreement between The City of New York and New York Central Railroad Company dated 7/2/29 recorded 8/6/29 in Liber 3736 Cp. 8 and part of which was acquired by the State of New York for Miller Highway Arterial through notice of appropriation dated 10/22/90 recorded 10/23/90 in Reel 1738 Page 1413) crossing zoning lot area.

SCHEDULE

Certificate No. 419200984

NOTE: This Preliminary Zoning Lot Certification has been prepared prior to the execution and recording of the necessary Declaration, Waivers, Zoning Lot Description and Ownership Statement. upon execution and recording of same, a Final Zoning Lot Certification will be prepared.

NOTE:

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

The City of New York requires the submission of Real Property Transfer Tax for Number 4348 when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

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

THE TICOR TITLE GUARANTEE COMPANY

By: Anthony B. Claude

Anthony B. Claude
Vice President

Dated: 10/6/92

8X11CON

Certificate No. 419200984

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

On the 16th day of October, in the year 1992, before me personally came Anthony E. Claude to me known, who, being by me duly sworn, did depose that he/she resides at C/O TICOR TITLE INSURANCE COMPANY, 39 Broadway, New York, New York that he/she is a/an Vice President of the Corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

FRANCIS M. HOFFMAN, ESQ
Notary Public, State of New York
No. 02HO4658008
Qualified in Nassau County 1994
Commission Expires April 7, ____

SX11CON

EXHIBIT B-1 Chase Manhattan Bank Waiver

REEL 1934PG0140

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

WAIVER OF EXECUTION OF
SPECIAL PERMIT DOCUMENTATION

NEW YORK COUNTY
BLOCK 1171, LOT 1

RECORD AND RETURN TO:

ROSENMAN & COLIN
575 MADISON AVENUE
NEW YORK, NEW YORK 10022
ATTN: SAMUEL H. LINDENBAUM, ESQ.

WAIVER OF EXECUTION OF SPECIAL PERMIT DOCUMENTATION

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), having an office at 1 Chase Manhattan Plaza, New York, New York 10081 ("Mortgagee"), as holder of the mortgages (collectively, the "Mortgages") described on Exhibit A attached hereto encumbering the fee estate of Penn Yards Associates in Block 1171, Lot 1 on the Tax Map of The City of New York (the "Subject Property"), as more particularly described in the Mortgages, and a "party-in-interest" (as defined in subdivision (c) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time), with respect to the Property,

(i) hereby waives its right to execute, and consents to the execution, delivery and recordation of, a certain Restrictive Declaration, dated as of December 17, 1992, executed by Penn Yards Associates, together with all documents, plans and other materials attached as Exhibits to such Restrictive Declaration (the Restrictive Declaration, together with all such documents, plans and other materials, being collectively called the "Special Permit Documentation"), such Special Permit Documentation being in the form attached hereto as Exhibit B; and

(ii) hereby agrees that the Mortgages and the liens thereof, and any amendments, extensions, renewals, modifications, severing or splitter agreements or consolidations of any of the Mortgages, shall in all respects be subject and subordinate to the Special Permit Documentation.

IN WITNESS WHEREOF, the undersigned has executed this Waiver as of this 17 day of December, 1992.

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)

By: _____
Vice President

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

On this 17 day of December, 1992, before me personally came THOMAS F. MAHER, to me known, who being by me duly sworn, did depose and say that he has an address at 1 Chase Manhattan Plaza, New York, New York; that he is the Vice President of THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), the corporation described in and which executed the attached instrument; and that he signed his name by order of the Board of Directors of said corporation.

Jane Hayes
NOTARY PUBLIC

JANE HAYES
Notary Public, State of New York
No. 31-4859312
Qualified in New York County
Commission Expires November 27, 1993

Exhibit A

[Description of Mortgages]

1. Mortgage from Lincoln West Associates ("Lincoln West") and Masovi Corporation to The Chase Manhattan Bank, N.A. ("Chase") dated September 17, 1982 in the principal amount of $16,700,000 which was recorded on September 21, 1982 with the Office of City Register, New York County (the "Office") in Reel 639, page 1685, upon which a mortgage recording tax of $575,750 was paid.

2. Mortgage from Lincoln West to Chase dated December 8, 1982 in the principal amount of $33,300,000 which was recorded on December 9, 1982 with the Office in Reel 653, page 1927, upon which a mortgage recording tax of $749,250 was paid.

Mortgages 1 and 2 above were consolidated to form a single lien of $50,000,000 by a Mortgage Consolidation and Spreader Agreement between Chase and Lincoln West dated December 8, 1982 which was recorded on December 10, 1982 in Reel 654, page 320. Mortgages 1 and 2, as consolidated, were modified by a Mortgage Modification Agreement between Chase and Penn Yards Associates ("Penn"), dated January 14, 1985, which was recorded on January 16, 1985 with the Office in Reel 867, page 331.

3. Mortgage from Lincoln West to Chase dated September 2, 1983 in the principal amount of $1,440,400 which was recorded on September 2, 1983 with the Office in Reel 715, page 488, upon which a mortgage recording tax of $32,409 was paid.

Mortgage 3 was modified by a Mortgage Modification Agreement between Chase and Penn, dated January 14, 1985, and recorded on January 16, 1985 with the Office in Reel 867, page 221.

4. Mortgage from Lincoln West to Chase dated October 13, 1983 in the principal amount of $11,030,105.77 which was recorded on October 17, 1983 with the Office in Reel 727, page 747, upon which a mortgage recording tax of $248,177 was paid.

Mortgage 4 was modified by a Mortgage Modification Agreement between Chase and Penn, dated January 14, 1985 and recorded on January 16, 1985 with the Office in Reel 867, page 385.

5. Mortgage from Lincoln West to Chase dated December 2, 1983 in the principal amount of $7,638,056.66 which was recorded on December 3, 1983 with the Office in Reel 742, page 1109, upon which a mortgage recording tax of $171,457.25 was paid.

Mortgage 5 was modified by a Mortgage Modification Agreement between Chase and Penn, dated January 14, 1985, and recorded on January 16, 1985 with the Office in Reel 867, page 166.

6. Mortgage from Lincoln West to Chase dated December 2,

1983 in the principal amount of $4,059,437.57 which was recorded in December 6, 1983 with the Office in Reel 742, page 1148, upon which a mortgage recording tax of $91,336.50 was paid.

Mortgage 6 was modified by a Mortgage Modification Agreement between Chase and Penn dated January 14, 1985, and recorded on January 16, 1985 with the Office in Reel 867, page 276.

7. Mortgage dated January 14, 1985 from Penn to Chase in the principal amount of $10,832,000 and recorded on January 16, 1985 with the Office in Reel 867, page 440 with mortgage recording tax paid in the amount of $243,720.00.

8. Mortgage, Assignment of Leases and Rents and Security Agreement from Penn to Chase dated June 24, 1988 in the original principal amount of $115,000,000 and recorded on July 7, 1988 with the Office in Reel 1426, page 2453, upon which a mortgage recording tax of $2,587,500 was paid.

The mortgages above were modified by a Mortgage Consolidation and Spreader Agreement between Chase and Penn dated June 29, 1988 and recorded on July 7, 1988 with the Office in Reel 1426, Page 2492.

9. Mortgage, dated as of August 8, 1990, from Penn to Chase in the principal amount of $9,000,000 and recorded on August 27, 1990 with the Office in Reel 1724, page 112.

10. Mortgage, dated as of August 8, 1990, from Penn to Chase in the principal amount of $4,739,613.89 and recorded on August 27, 1990 with the Office in Reel 1724, Page 152.

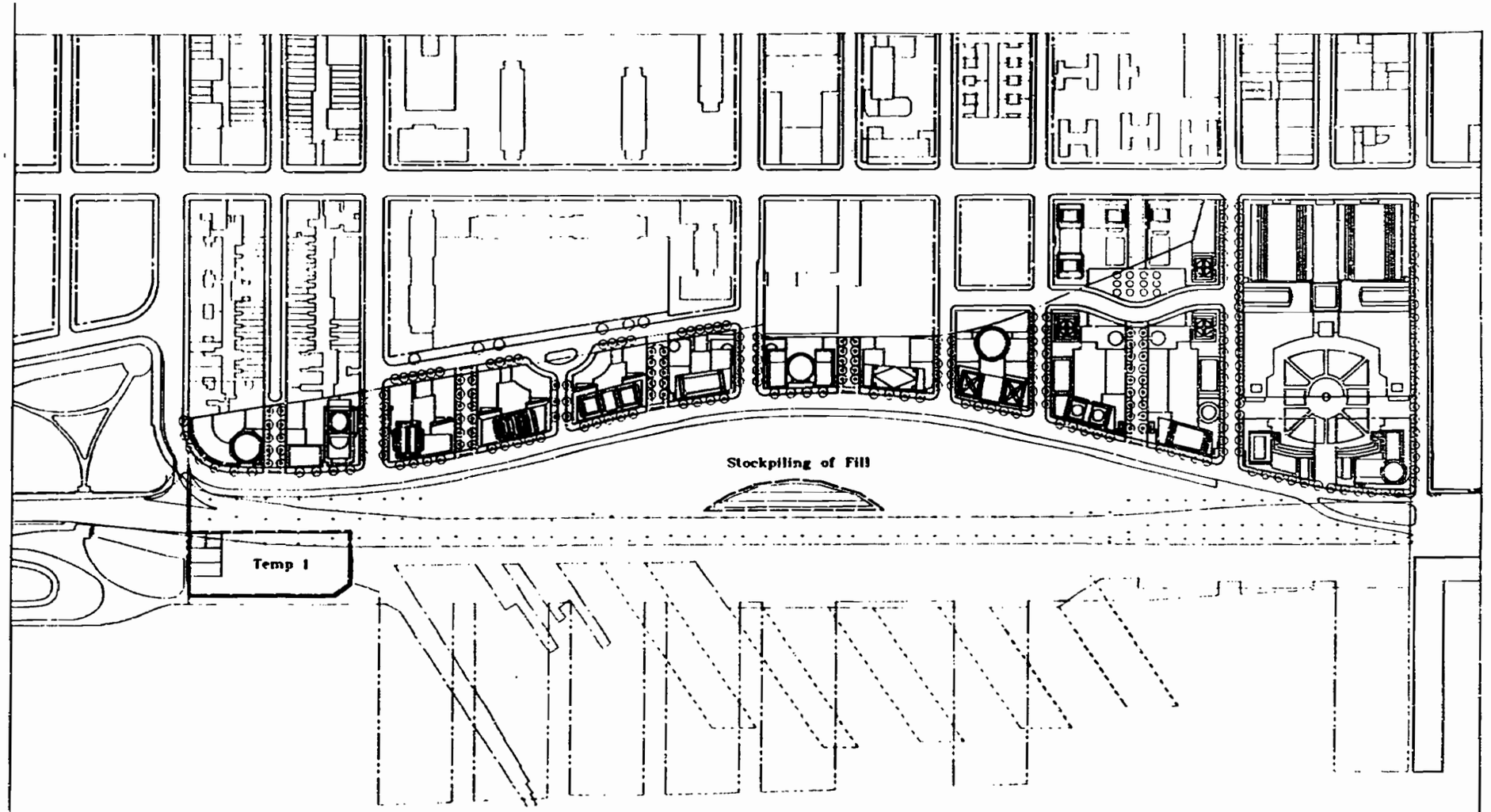
11. Mortgage Modification Agreement, dated as of August 8, 1990, from Penn to Chase recorded on August 27, 1990 with the Office in Reel 1726, Page 253.

EXHIBIT C Plans

EXHIBIT D Riverside South Park Phasing Plans

REEL 1934 PG 0147

SO IN ORIGINAL



General Note: All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction.

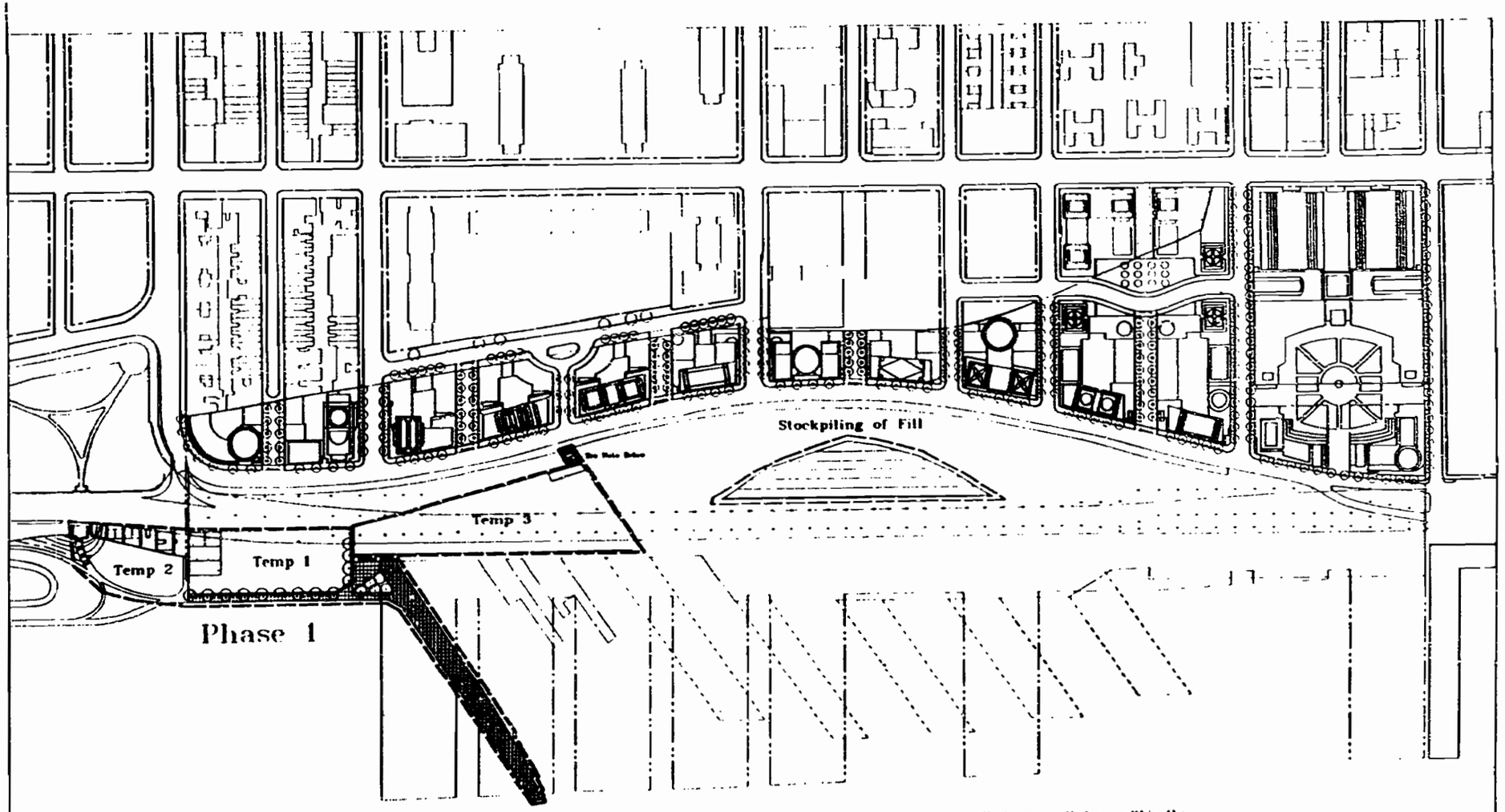
Floor Area Completed 0 SF

Diagram I: Temporary Park
Riverside South Park Phasing Plan

Not to Scale

26 October 1992

REEL 1934 PG 0148



General Note: All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

Floor Area Completed 1,258,000 SF

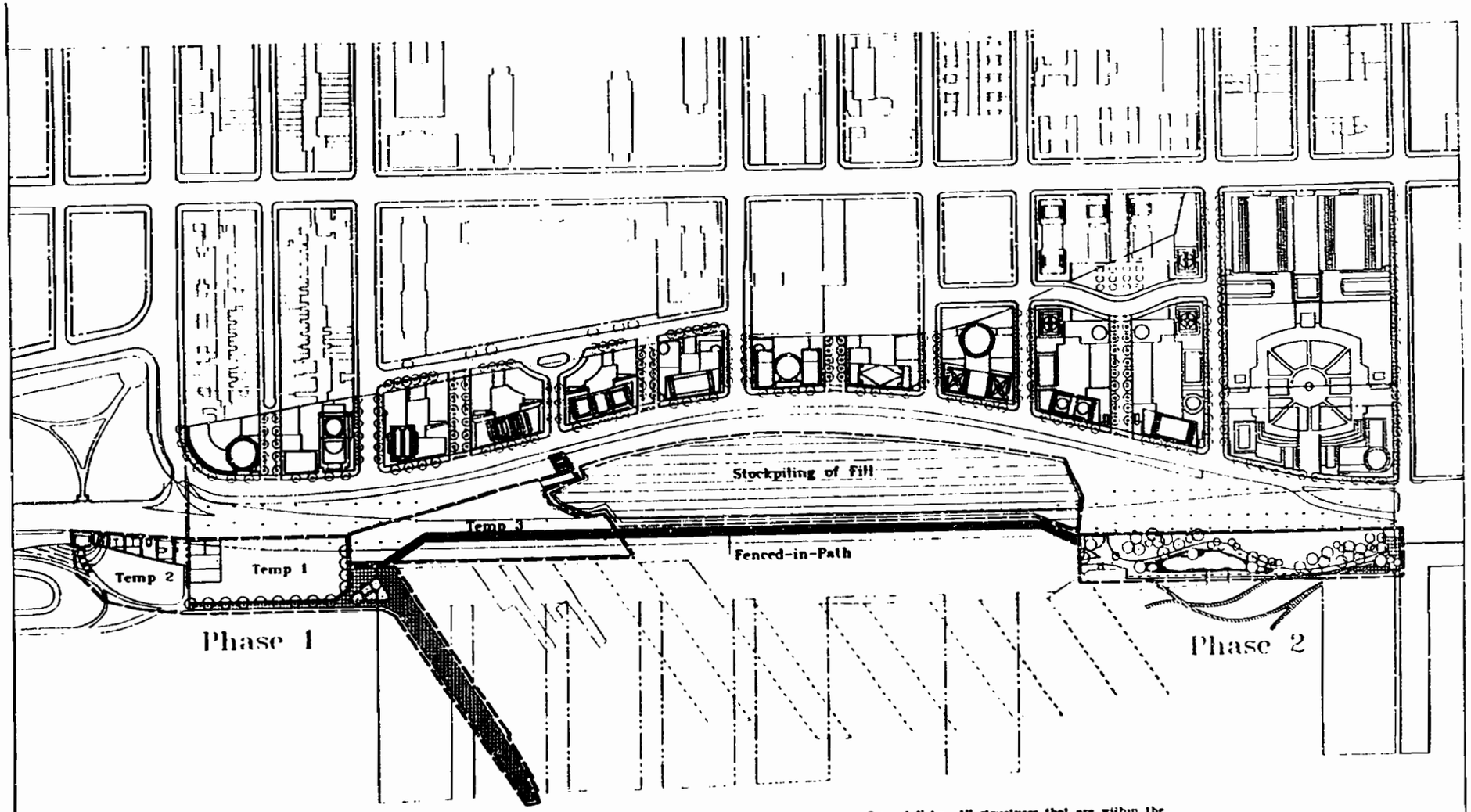
28 October 1992

Diagram II: Phase 1
Riverside South Park Phasing Plan

Not to Scale

SO IN ORIGINAL

REEL 1934 PG 0149



General Note: All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

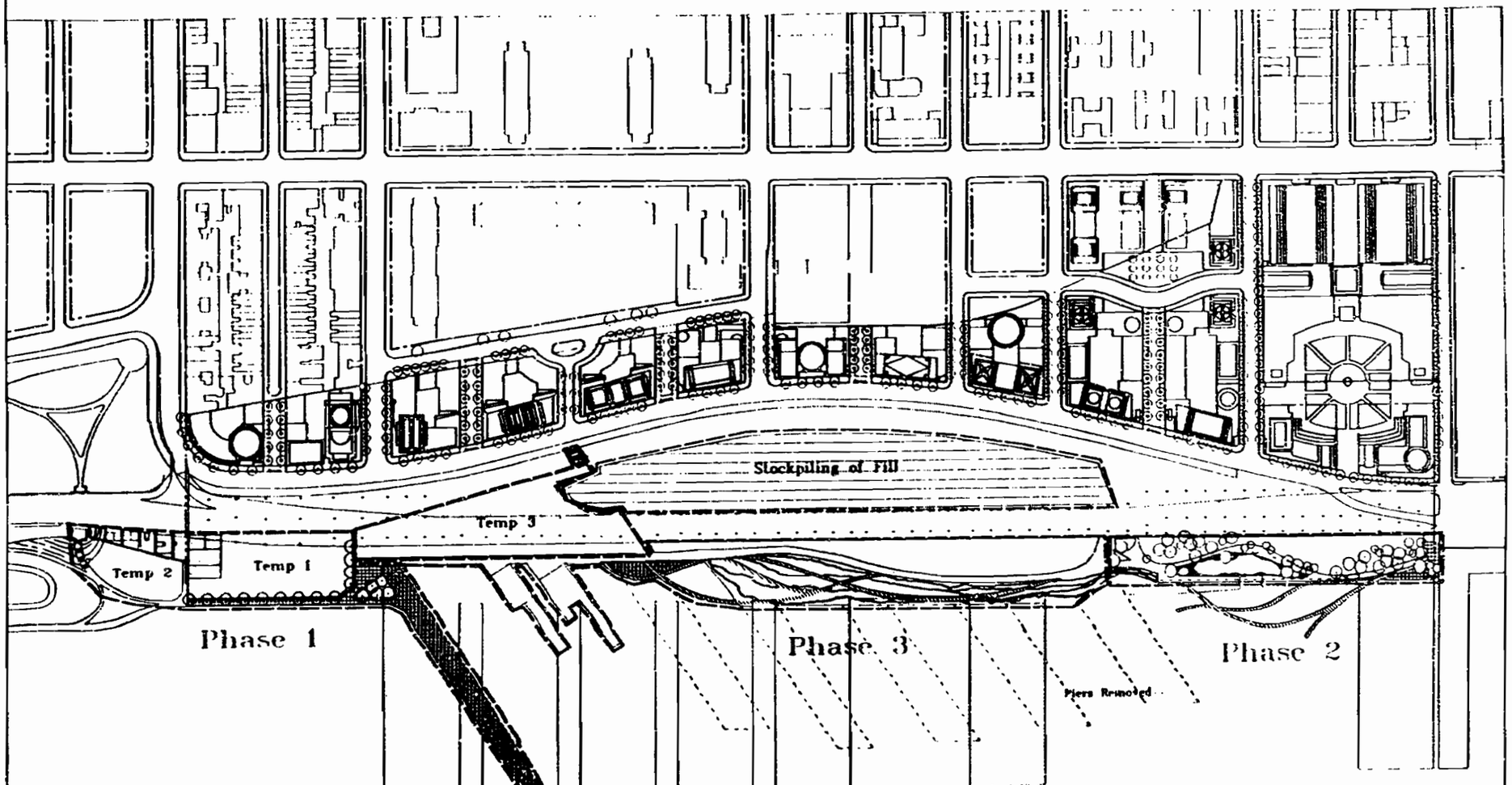
Floor Area Completed 1,101,000 SF

28 October 1992

Diagram III: Phase 2
Riverside South Park Phasing Plan
Not to Scale

SO IN ORIGINAL

REEL 1934 PG 0150



General Note: All structures that are within the highway ROW except Riverside Drive South are assumed to be part of the highway construction

Floor Area Completed 1,381,000 SF

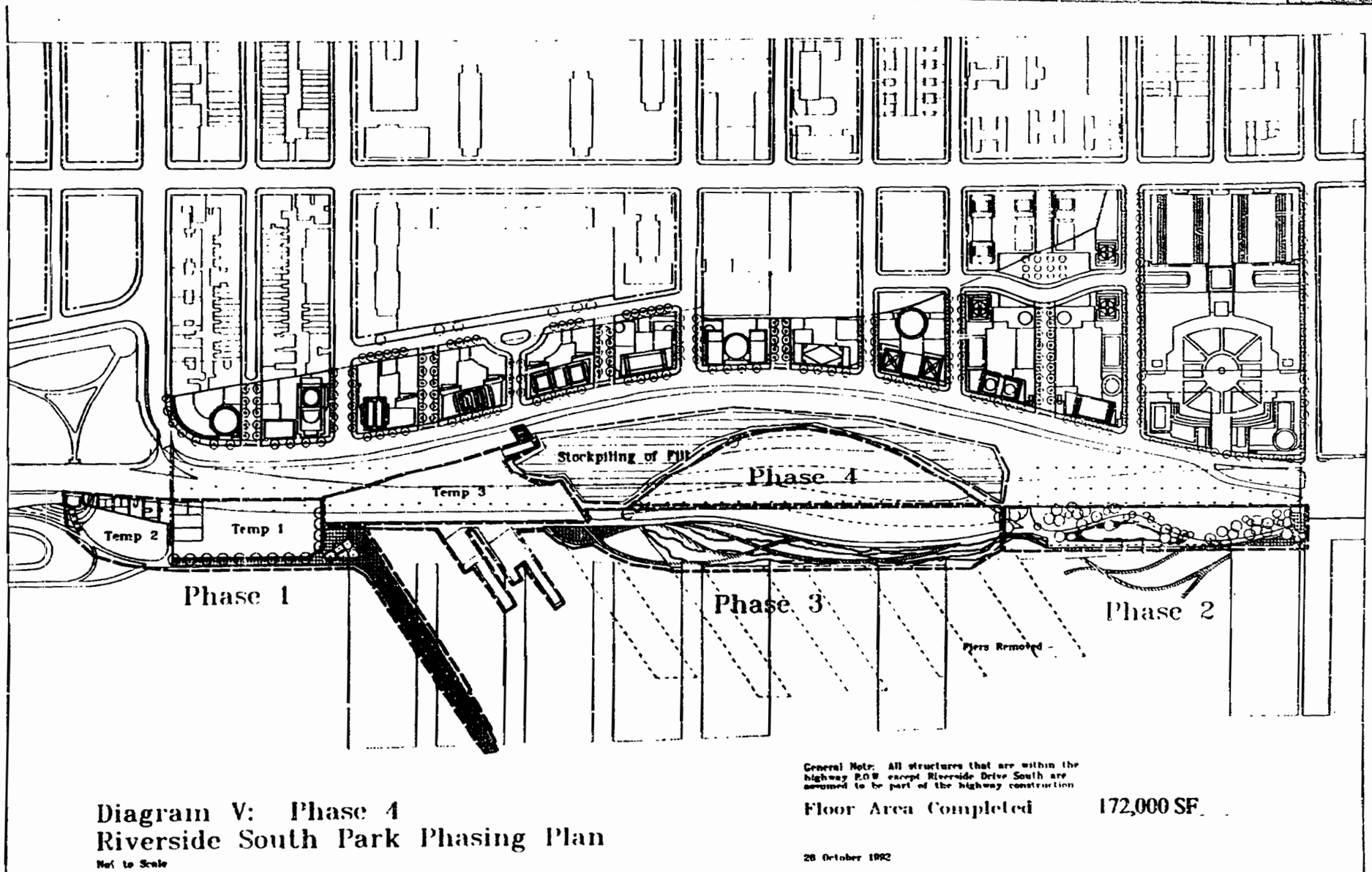
Diagram iV: Phase 3
Riverside South Park Phasing Plan

Not to Scale

26 October 1992

...D IN ORIGINAL

REEL 1934PG0151



General Note: All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

Floor Area Completed 172,000 SF

Diagram V: Phase 4
Riverside South Park Phasing Plan

Not to Scale

28 October 1992

REEL 1934 PG 0152

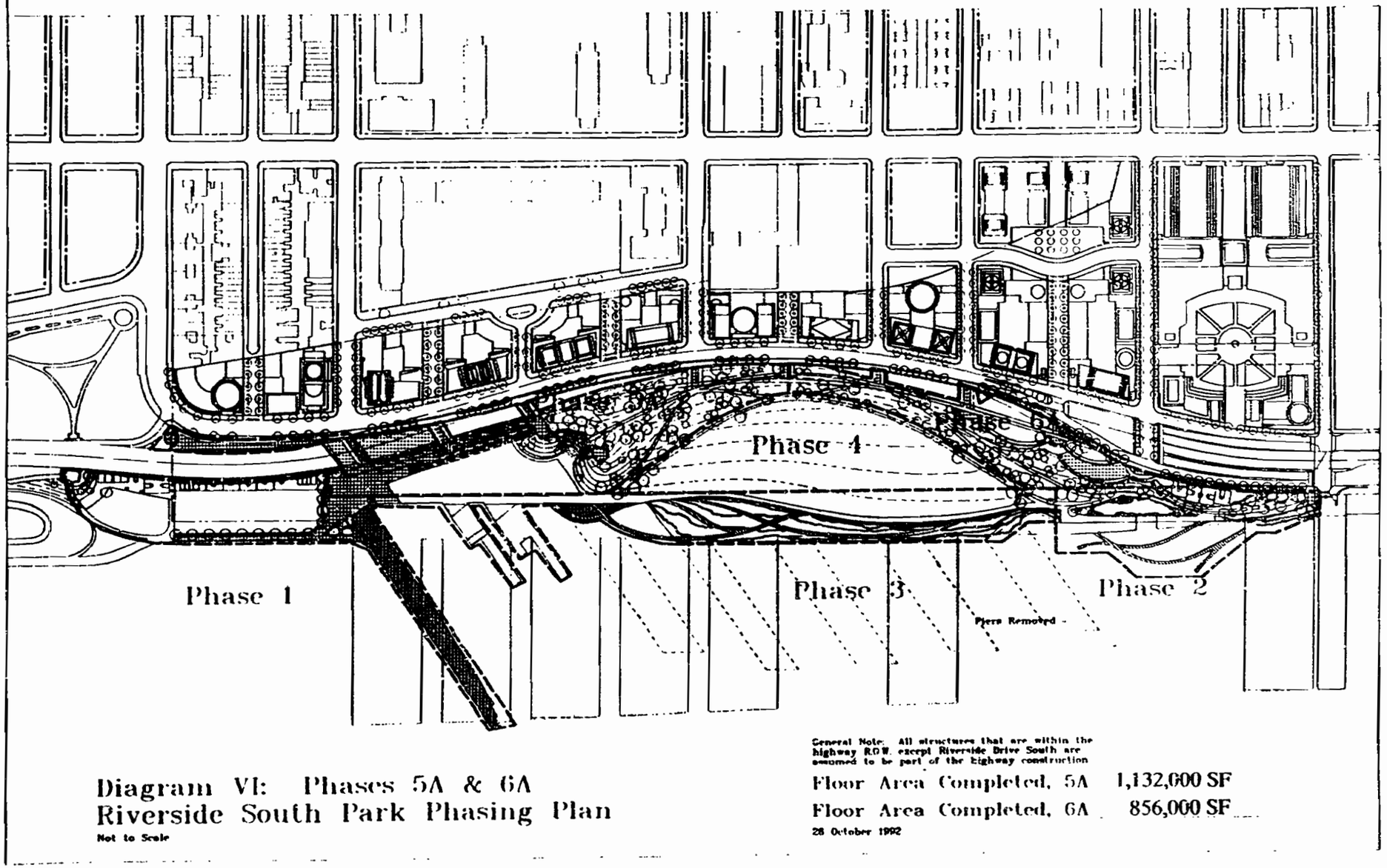


Diagram VI: Phases 5A & 6A
Riverside South Park Phasing Plan

Not to Scale

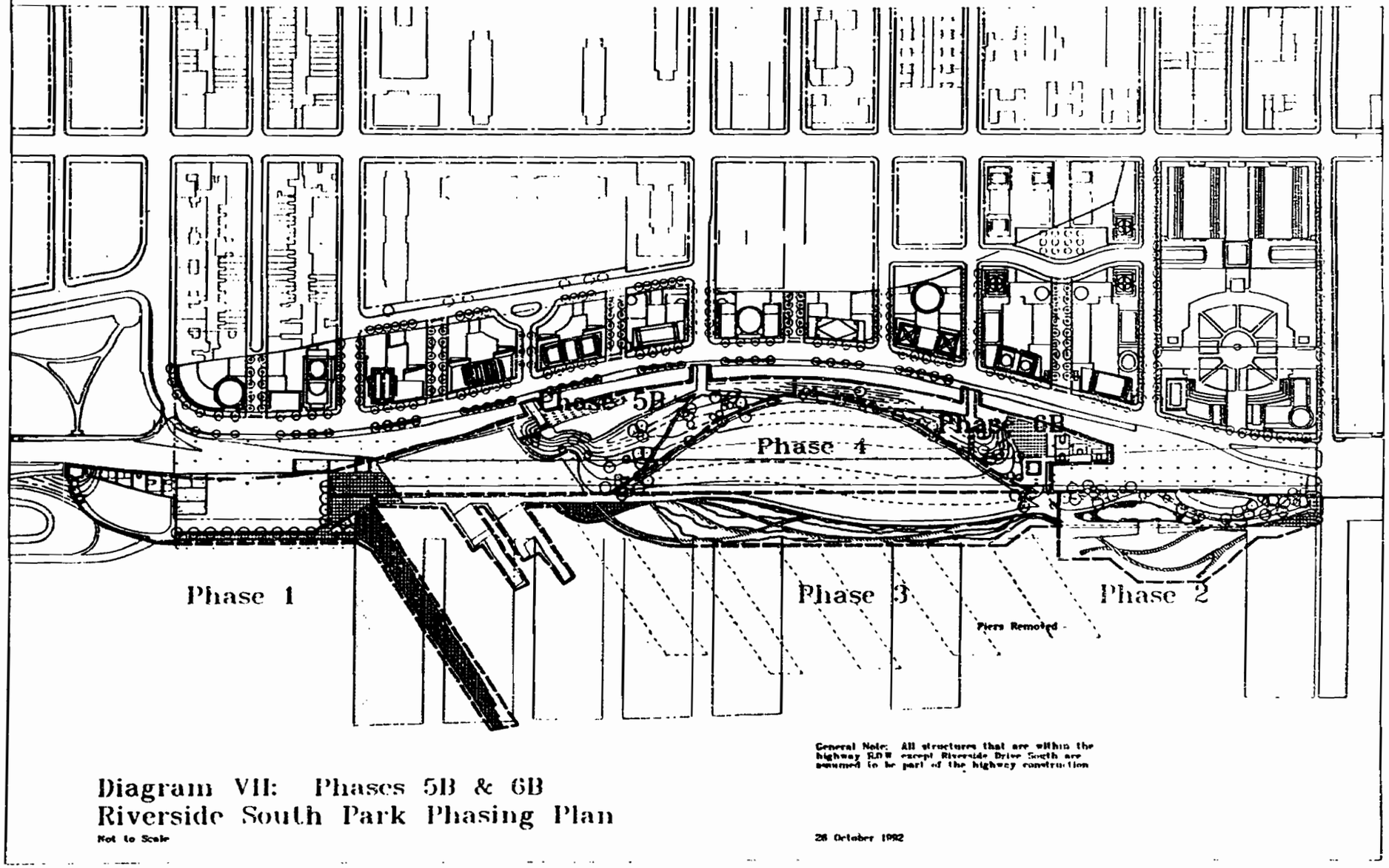
General Note: All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

Floor Area Completed, 5A	1,132,000 SF
Floor Area Completed, 6A	856,000 SF

28 October 1992

SO IN ORIGINAL

REEL 1934PG0193



General Note: All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

Diagram VII: Phases 5B & 6B
Riverside South Park Phasing Plan

Not to Scale

28 October 1992

SO IN ORIGINAL

SO IN
ORIGINAL

EXHIBIT B Park Construction Budget

EXHIBIT E

Park Construction Budget (Summary)

Phase 1	**21.320%**	
Phase 2	**18.664%**	
Phase 3	**23.415%**	
Phase 4	**2.919%**	
Phase 5	**19.181%**	
Phase 6	**14.501%**	
Budget	**100.000%**	**$ 52,834,000**

EXHIBIT F Park Phasing Description

EXHIBIT F

PARK PHASING DESCRIPTION

The diagrams comprising Exhibit D, Riverside South Park Phasing Plans (the "Park Phasing Plans") illustrate the phasing of the construction of the Open Space Improvements.

The temporary park (shown on Diagram I) and Phases I-IV (shown on Diagrams II-V) represent the maximum park construction that is not affected by whether or not the Miller Highway is relocated.

Phases 5A and 6A (shown on Diagram VI) represent the completion of the Open Space Plan with the highway relocated. Phases 5B and 6B (shown on Diagram VII) represent the alternative scenario for the completion of the Interim Open Space Plan with the Miller Highway still in place.

DIAGRAM I - Temporary Open Space (First Area)

1. Miller Highway renovation is completed.
2. Upland building construction is not necessarily started.
3. First Temporary Open Space of approximately 1.5 acres is prepared for public use between 70th and 72nd Streets, west of the highway, to consist of flat lawn, sports field and paved ball courts.
4. Temporary space will be accessible from the existing park to the north.
5. Begin stockpiling of the fill east of the highway in the area of the future sloped lawn.

DIAGRAM II: PHASE 1

1. Phase 1 is completed, comprising the following permanent elements: stairs leading down from the 73rd Street underpass to the waterfront promenade, promenade to 70th Street as well as the rehabilitation of Pier I, and the following temporary element: courts adjacent to the existing highway (under the arches).

2. Creation of a second area of temporary park space as a triangular flat sports field to the east of the highway.

3. Build bridge/stairs down to the park at Riverside Drive and 68th Street. This work will be done assuming completion of Riverside Drive at 68th Street.

4. Continue stockpiling of fill.

DIAGRAM III: PHASE 2

1. Assuming that the Route 9A Esplanade to the south is sufficiently under way, Phase 2 will be built, including the model boat pond, waterfront esplanade, stepped cove, paths, and pending approval by the Corps of Engineers, the fishing piers.

2. If the 9A Esplanade is not underway, then Phase 3 will precede Phase 2 (see below).

DIAGRAM IV: PHASE 3

1. Build Phase 3 of the Park, completing the entire waterfront park to the west of the Miller Highway, including the removal of the superstructure of Piers "B" and "D". This includes the several paths, and boardwalks, rip rap, cobbles, waterfront plantings, sitting areas.

2. Continue to stockpile for berm east of the highway.

DIAGRAM V: PHASE 4

1. Complete the sloping law, up to and past the first path, in final form.

2. Complete stockpiling of fill for the berm, including rip rap to contain the fill at the western edge of the highway easement.

DIAGRAM VI: PHASE 5-A

1. Assume relocated highway under construction.

2. Completion of final park north of 65th Street, including land forms, paths, park building, play areas, park entrances over the highway, courts, paths, amphitheater, overlooks.

PHASE 6-A

1. Assume completion of relocated highway.

2. Completion of final park in its entirety, including all areas south of 65th Street, land forms, community gardens, basketball courts, overlooks, play areas, per drawing.

DIAGRAM VII: PHASE 5-B

1. Assume elevated Miller Highway is still in place.

2. Completion of park north of 65th Street, including the planting of earth berm (up to approximately level +30), play areas, park buildings, paths. Security fence will be built separating the park from the eastern slope of the land form and the highway easement.

PHASE 6-B

1. Assume elevated Miller Highway is still in place.

2. Completion of park in its entirety, including the area south of 65th Street, the planting of the earth berm (up to

approximately level +30), play areas, park structures paths, per drawing.

The security fence will be extended southward (see above).

EXHIBIT C Floor Area Allocation Schedule

EXHIBIT G

Floor Area Allocation Schedule

$ 52,834,000 (Park Construction Budget)
5,900,000 (74.68% of Total Floor Area) = $8.95

The Floor Area Contribution for each square foot of the first 5,900,000 square feet of floor area (74.68% of the Total Floor Area in the Project) = $8.95 per square foot of Floor Area

EXHIBIT E Open Space Phasing Schedule

EXHIBIT H

Open Space Phasing Schedule
(Open Space Restricted Space)

Phase 1		1,258,000 s.f.*
Phase 2		1,101,000
	Cum. Total	2,359,000 s.f.*
Phase 3		1,381,000
	Cum. Total	3,740,000 s.f.*
Phase 4		172,000
	Cum. Total	3,912,000 s.f.*

* Open Space Restricted Space: the cumulative total Floor Area which receives a Certificate of Occupancy may not exceed this amount until the applicable Park Phase is substantially complete.

** Due to the uncertainties and potential effect of the Miller Highway relocation on construction of Park Phases 5 and 6, these Phases do not have Open Space Restricted Space, unless, with respect to Phases 5A and 6A, the Miller Highway Relocation Notice is received before the expiration of the First Toll Period and the relocation of the Miller Highway has been completed for two (2) years. In that event, Phases 5A and 6A have Open Space Restricted Space as follows:

Phase 5A		1,132,000
	Cum. Total	5,044,000 s.f.**
Phase 6A		856,000
	Cum. Total	5,900,000 s.f.**

*** In the event the Miller Highway Relocation Notice is not received before the expiration of the First Toll Period and two (2) years has elapsed thereafter, Phases 5B and 6B shall have Open Space Restricted Space as follows:

Phase 5B		460,000
	Cum. Total	4,372,000 s.f.***
Phase 6B		330,000
	Cum. Total	4,702,000 s.f.***

EXHIBIT I Maintenance Agreement

EXHIBIT B

MEETING OF 9/4/96 ITEM 6

ZONING ACTIONS REQUESTED

Zoning Sections	Action
1. Map No.	Zoning Map change to R10, C4-7, C4-2F, C2-8, and M2-8.
2. Section 26-07	Certification to permit curb cuts on wide streets, waiving the provisions of Section 26-05; specifically, for Zoning Lot C/D to permit a curb cut on West 70th Street for access to loading, a curb cut on Freedom Place and a curb cut on Riverside Drive, both for access to the public access easement at West 69th Street; for Zoning Lot E/F, a curb cut on Riverside Drive for access to the public access easement at West 67th Street; for Zoning Lot G/H, a curb cut on Riverside Drive for access to the public access easements on West 65th Street; and for Zoning Lot J/K a curb cut on Riverside Drive for access to the public access easements on West 62nd Street. See Sheets Z-19, Z-21, Z-23, and Z-26.
3. Section 74-681(a)(3)(ii) Section 74-52 Section 13-462	Special permit, waiving Sections 13-12, 25-153, and 13-134, to permit public parking for 3,500 cars, distributed among zoning lots as described in the Parking Schedule, this sheet; and, in accordance with Section 74-99, an extension of time for completion of substantial construction.
4. Section 74-681	Special permit to allow development within or over a railroad or transit right-of-way or yard in compliance with Sections 22-412 and 33-442; and, in accordance with Section 74-99, an extension of time for completion of substantial construction.
5. Section 74-74 c) Section 74-743(a)(1)	General Large Scale Development: Special permit to distribute floor area and dwelling units without regard for zoning lot lines or district boundaries. See Floor Area Transfer Schedule and Lot Area by Use Schedule, this sheet.
b) Section 74-743(a)(3)	Special permit to modify side and rear yard requirements (Sections 33-25, 23-47, 33-26, and 23-533), distance between buildings (Section 23-712), and height and setback regulations (Section 23-151, 23-432, and 23-663). See Sheets Z-9, Z-18, Z-20, Z-22, Z-24, Z-26, Z-28, Z-29, Z-31, Z-32, and Z-35. In accordance with Section 74-99, an extension of time for completion of substantial construction.

LOADING SCHEDULE (SECTION 36-61)

Zoning Lot	Off-Street Loading Berths Required*	Off-Street Loading Berths Provided
A/B		
Community Facility	0	
Professional Offices	0	
Total:	0	0
C/D		
Community Facility	0	
Professional Offices	0	
Retail	1	
Total:	1	1
E/F		
Community Facility	0	
Profession Offices	0	
Retail	0	
Total:	0	0
G/H		
Community Facility	0	
Professional Offices	0	
Total:	0	0
I		
Community Facilities	0	
Professional Offices	0	
Total:	0	0
J/K		
Community Facility	0	
Professional Offices	0	
Retail	1	
Total:	1	1
L/M/N		
Community Facility	0	
Retail	1	
Office	0	
Studio	14	
Total:	15	15
O		
Community Facility	0	
Retail	0	
Total:	0	0
TOTAL:	17	17

*Note: Off-street loading berth requirement is calculated based on the maximum floor areas by use on a Zoning Lot.

L/M/N	225	743	
O	72	0	
TOTAL:	1,670	3,500	

TOTAL	8,880,936.50	7,899,951.00	725,598.5

*Subject to transfer of zoning floor area without regard for zoning lot lines, pursuant to ZR Section

Note: After completion of transfer of zoning floor area, pursuant to the provisions of the Genera will continue to have 3.OE sqft of unused zoning floor area, Zoning Lot J/K will continue to have 16 Zoning Lot O will continue to have 135,100 sqft of unused floor area, and Zoning Lot L/M/N will ha floor area.

Density Control - Lot Area by Use Schedule

Zoning Lot	Zoning District	FAR	Zoning Lot Area	Maximum Floor Area Allowed by Zoning	Maximum Floor Area Provided
A/B	R10	10.00	75,932.24	759,022.40	943,700.00
C/D	R10	10.00	87,726.48	877,264.80	930,493.50
E/F	R10	10.00	72,299.48	722,994.80	785,595.00
G/H	R10	10.00	64,382.80	643,829.00	645,391.20
I	R10	10.00	37,761.86	377,616.60	
	C4-2F	5.92	5,476.74	--	
		Total:	43,238.60	377,616.60	543,400.00
J/K	R10	10.00	152,704.40	1,527,044.00	1,355,280.00
L/M/N	C4-7	10.00	336,181.80	3,361,818.00	2,372,192.00
O	C4-7	10.00	41,806.88	418,068.89	260,900.00
TOTAL			884,572.38	8,880,936.50	7,899,951.00

* Under minimum commercial/community facility development, which is the most conservative sce
** Zoning Floor Area generated by C4-2F portion of Zoning Lot I is not included as consideration of
*** This includes the provision for over 60,000 sqft public school (Use Group 3A) to be located on sit

REEL 1934 PG 0167

Zoning Districts (Zoning Map 8c): R10, C4-2F, C4-7, C2-8, and M3-2

Block 1171, lots 1, 10, 200

Total Site Area	3,250,450.00 sqft	(74.62 acres)
Area of Land Under Water	804,080.00 sqft	(18.46 acres)
Area of Land Above Water	2,446,370.00 sqft	(56.16 acres)
Total Zoning Lot Area	894,572.59 sqft	
Total Area of Mapped Streets	494,404.04 sqft	
Area of Mapped Public Plaza	186,045.75 sqft	
Area of Mapped Park	871,347.62 sqft	
Total	2,446,370.00 sqft	

Total Area of Mapped Streets	494,404.04 sqft	
Riverside Drive	344,446.37 sqft	
All Other Streets	149,957.67 sqft	

Total Area of Land Above Water		
Mapped as Park	935,971.99 sqft	(21.49 acres)
Trump Property	871,347.62 sqft	
City-owned Parcels	64,624.37 sqft	
Total Area of Land Under Water		
Mapped as Park	2,161,186.48 sqft	(43.61 acres)
Trump Property	804,080.00 sqft	
City-owned Parcels	1,357,106.48 sqft	
Total Area of Mapped Park		
(Land Above and Below Water)	3,097,166.45 sqft	(71.10 acres)
Trump Property	1,675,427.60 sqft	
City-owned Parcels	1,421,738.85 sqft	

Total Zoning Lot Area	894,572.59 sqft
Comprised of:	
Zoning Lot A/B	75,902.34 sqft
Zoning Lot C/D	87,756.49 sqft
Zoning Lot E/F	72,299.48 sqft
Zoning Lot G/H	64,882.90 sqft
Zoning Lot I	43,238.40 sqft
Zoning Lot J/K	152,704.40 sqft
Zoning Lot L/M/N	356,181.80 sqft
Zoning Lot O	41,606.88 sqft
Total	894,572.59 sqft

SECTION 23-142.
Calculation of Height Factor (HF) for determining Open Space Ratio (O.S.R) and Floor Area Ratio (FAR).

C4-2F district (R8 equivalent)
Zoning Lot I (portion of lot only)

HF = Floor area / lot coverage

HF = 345,600 sqft / 39,207.6 sqft

HF = 15.86 sqft; rounds up to 16

For buildings with a height factor of 16 in an R8 district, the minimum required open space ratio (O.S.R.) is 9.0, and the maximum permitted floor area ratio is 5.92.

Calculation of Open Space, based on split lot requirements of Section 77-25

Required Open Space = (Lot area in C4-2F zone) x (required open space) x (maximum permitted FAR)

Required Open Space = (5,476.74) x (0.098) x (5.92)

Required Open Space = 3,177.39 sqft

Provided Open Space = (Lot area in C4-2F zone) - (Lot coverage in C4-2F zone)

Provided Open Space = (5,476.74) - (1,445.94)

Provided Open Space = 4,030.80 sqft

Provided Open Space (4,030.80 sqft) is greater than Required Open Space (3,177.39 sqft); Zoning Lot I complies with the open space requirements of an R8 equivalent zone.

PARKING SCHEDULE (SECTION 13-00)

Zoning Lot	Maximum Permitted Accessory Spaces	Proposed Public Parking Spaces
A/B	200	617
C/D	200	490
E/F	200	214
G/H	200	179
I	175	326
J/K	200	951

Zoning Lot and Floor Area Computations

Zoning Lot	Zoning District		Zoning Lot Area	FAR	Maximum Floor Area Allowed by Zoning
A/B	R10		75,902.34	10.00 (R/CF) 2.00 (C)	759,022.40 (R/CF) 151,804.68 (C)
C/D	R10		87,756.49	10.00 (R/CF) 2.00 (C)	877,564.90 (R/CF) 209,263.98 (C)
E/F	R10		72,299.48	10.00 (R/CF) 2.00 (C)	722,994.80 (R/CF) 70,345.94 (C)
G/H	R10		64,882.90	10.00 (R/CF) 2.00 (C)	648,829.00 (R/CF) 129,765.80 (C)
I	R10		37,761.66	10.00 (R/CF) 2.00 (C)	377,616.60 (R/CF) 43,844.52 (C)
	C4-2F		5,476.74	5.92	------
		Total:	43,238.40		777,616.60
J/K	R10		152,704.40	10.00 (R/CF) 2.00 (C)	1,527,044.00 (R/CF) 236,235.34 (C)
L/M/N	C6-7		356,181.80	10.00	3,561,818.00
O	C6-7		41,606.88	10.00	416,068.80
TOTAL			894,572.59		8,290,936.80

* Use Groups 3 and 4. That excludes the provision for over 60,000 sqft utilized to be bui
Up utilized is now provided on Zoning Lot 1, 25,200 square feet of community facility
is now provided on Zoning Lot 1/2L, 47,200 square feet of community facility floor are
** Use Group 6B
*** Use Groups 6A, 8C, 8E limited to theaters, and 9A limited to studios, art, science, da
**** Use Group 10A limited to photographic or motion picture production studios or studio
television studios, Use Group 10B and 10C
***** Zoning Floor Area generated by C4-2F portions of Zoning Lot 1 is not included in ma

Note: On all parcels, excluding the studio parcel (Parcel 3Q), the sum of the floor area of c
community facility, professional offices, or a hotel, shall not exceed 4,099,951.00 s

There will be a minimum of 50,000 square feet of gross floor area of community fa
and 9A studios, but not including a public school) distributed throughout the project
demised to public or not-for-profit entities engaged in the provision of services deli
Facilities as "Local/Neighborhood Facilities", or residential facilities defined as Reg

Zoning Lot Summary: Floor Area Transfer Schedule

Zoning Lot	Maximum Allowable Zoning Floor Area	Maximum Proposed Floor Area*	Deficiency / Zoning Floor Are
A/B	759,022.40	943,700.00	184,677.6
C/D	877,564.90	990,493.00	112,928.1
E/F	722,994.80	785,595.00	62,600.2
G/H	648,829.00	648,391.00	-
I	377,616.60	543,400.00	165,783.4
J/K	1,527,044.00	1,358,280.00	-
L/M/N	3,561,818.00	2,372,192.00	-
O	416,068.80	280,900.00	-

Maximum Floor Area Provided	Maximum Community Facility*	Maximum Professional Offices**	Maximum Retail***	Studio****	Total Maximum Commercial Uses	Maximum Retail***	Maximum Residential Floor Area	Maximum # of Dwelling Units	Parking Spaces
943,700.00	33,000.00	35,000.00	0.00	0.00	35,000.00	0.00	943,700.00	914	617
900,493.00	30,800.00	23,400.00	33,800.00	0.00	37,200.00	6,400.00	904,093.00	1,098	490
785,595.00	35,300.00	17,900.00	23,300.00	0.00	41,700.00	6,400.00	779,195.00	862	214
643,391.00	14,300.00	14,300.00	0.00	0.00	14,300.00	0.00	643,391.00	800	179
543,400.00	60,000.00*	25,200.00	0.00	0.00	25,200.00	0.00	543,400.00	454	326
1,358,280.00	107,200.00*	28,300.00	27,000.00	0.00	55,200.00	1,000.00	1,300,280.00	1,779	831
2,372,192.00	54,700.00	19,400.00	35,300.00	1,800,000.00	1,854,700.00	0.00	572,192.00	2,267	743
260,900.00	13,900.00	0.00	17,900.00	0.00	17,900.00	4,000.00	256,900.00	594	0
7,889,051.00	336,400.00	162,400.00	137,800.00	1,800,000.00	2,101,200.00	24,800.00	6,075,151.00	5,700	3,700

...ted on either Zoning Lot I or Zoning Lot I/K.
...ne are permitted on Zoning Lot I; if a school
...e are permitted Zoning Lot I/K.

...ing or theatrical
...or

...gmation of allowable floor area.

...l uses, including residential,
...ption first.

...ility and cultural uses (Use Groups 3, 4, 8A theatres,
...of which not less than 25,000 square feet shall be
...ed in the City's Centers for the Location of City
...onal/Citywide Facilities" theatres.

...n	Excess Zoning Floor Area	Transfer
...0	—	194,677.60 sqft of zoning floor area transferred from Zoning Lot L/M/N for residential use only
...0	—	112,928.10 sqft of zoning floor area transferred from Zoning Lot L/M/N for residential use only
...0	—	82,600.20 sqft of zoning floor area transferred from Zoning Lot L/M/N for residential use only
	8,438.00	N.A.
...0	—	165,763.40 sqft of zoning floor area transferred from Zoning Lot L/M/N for residential use only
	168,764.00	N.A.
	1,129,836.00	525,939.30 sqft of zoning floor area is being transferred to Zoning Lots A/B, C/D, E/F, and I
	155,168.00	N.A.
...0	1,516,596.00	525,989.30

...6-743 (XX).

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Future, Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

Transportation Engineer

PHILIP HABIB & ASSOCIATES
30 West 26th St., New York, NY 10001

Civil Engineer

HNTB
333 7th Ave., New York, NY 10001

Marine Consultant

Cilko Engineering
198 West 21st St., New York, NY 10001

REEL 1934 PG 0158

74-743 (a)(1).

...ge Basis Floor, Zoning Lot O/H
...0,764.00 sqft of excess floor area,
...ves 863,436.70 sqft of excess

Maximum Commercial/ Community Facility Floor Area	Lot Area per 100 sqft of Commercial/ Community Facility Floor Area (Section 35-40)	Lot Area Required for Maximum Commercial Community/Facility Floor Area	Lot Area Remaining for Residential Use	Minimum Lot Area Per Dwelling Unit (Section 74-74)	Maximum # of Dwelling Units Permitted*	Maximum # of Dwelling Units Provided	Deficiency in Dwelling Units	Excess Dwelling Units	Transfers
35,000.00	10	3,500.00	72,402.36	79	916	914	—	0	N.A.
57,200.00	10	5,720.00	82,086.49	79	1,038	1,036	—	0	N.A.
41,700.00	10	4,170.00	68,139.46	79	862	862	—	0	N.A.
34,360.00	10	3,436.00	65,452.90	79	828	828	—	0	N.A.
60,000.00	10	6,000.00	31,761.66	79	402				
0.00	17	0.00	5,476.74	133	64				
60,000.00 ***					Total: 466	454	8	—	8 dwelling units are being transferred from Zoning Lot 3/H.
115,200.00 ***	10	11,520.00	142,184.40	79	1,787	1,779	—	8	8 dwelling units are being transferred to Zoning Lot 1.
1,770,170.00	10	177,017.00	339,164.00	79	3,267	3,265	—	0	N.A.
17,900.00	10	1,790.00	35,816.00	79	324	324	—	0	N.A.
2,076,670.00					9,825	9,709	8	8	

...of Zoning Lot 1 or Zoning Lot 3/H.

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
5	Oct. 31, 1980	
4	Oct. 24, 1980	
3	1 July 1980	
2	11 May 1980	
1	23 Apr 1980	

Zoning Compliance & Computations

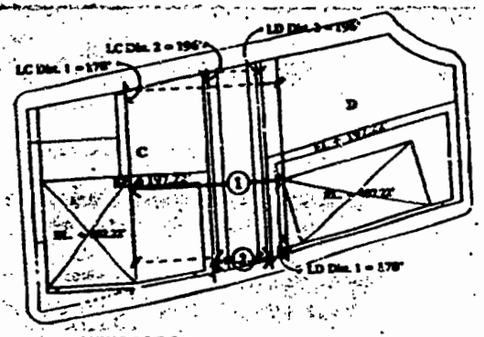
Date: 1 February 1980

Project No.: 2031/PP 0004

Sheet No.: Z-8

REEL 1934 PG 0169

REEL 1934 PG 0170



ZONING LOT C/D
(Curb Level Has Been Established For The Public Access Easement At EL. + 42.45')

Distance 1

LC = 178'
LD = 178'
HC = 582.22' - 42.45' = 539.77'
HD = 497.22' - 42.45' = 454.77'

$$S = \frac{178' + 178' + 539.77' + 454.77'}{6}$$

$$S = \frac{1350.54'}{6}$$

$$S = 225.09'$$

Required minimum distance between Buildings C and D, Distance 1, is 225.09'. Zoning Lot C/D, Distance 1, does not comply with Section 23-712; actual distance is 145'.

Distance 2

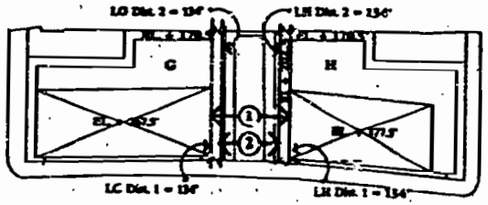
LC = 196'
LD = 196'
HC = 197.22' - 42.45' = 154.77'
HD = 197.22' - 42.45' = 154.77'

$$S = \frac{196' + 196' + 154.77' + 154.77'}{6}$$

$$S = \frac{701.54'}{6}$$

$$S = 116.92'$$

Required minimum distance between Buildings C and D, Distance 2, is 116.92'. Zoning Lot C/D, Distance 2, does not comply with Section 23-712; actual distance is 60'.



ZONING LOT G/H
(Curb Level Has Been Established For The Public Access Easement At EL. + 37')

Distance 1

LG = 134'
LH = 134'
HG = 267.5' - 37' = 230.5'
HH = 377.5' - 37' = 340.5'

$$S = \frac{134' + 134' + 230.5' + 340.5'}{6}$$

$$S = \frac{839'}{6}$$

$$S = 139.83'$$

Required minimum distance between Buildings G and H, Distance 1, is 139.83'. Zoning Lot G/H, Distance 1, does not comply with Section 23-712; actual distance is 80'.

Distance 2

LG = 134'
LH = 134'
HG = 178.5' - 37' = 133.5'
HH = 178.5' - 37' = 133.5'

$$S = \frac{134' + 134' + 133.5' + 133.5'}{6}$$

$$S = \frac{535'}{6}$$

$$S = 89.16'$$

Required minimum distance between Buildings G and H, Distance 2, is 89.16'. Zoning Lot G/H, Distance 2, does not comply with Section 23-712; actual distance is 60'.

LJ1 = 294'
LK1 = 294'
HJ1 = 489.07' - 32
HK1 = 409.07' - 32

$$S = \frac{294' + 294'}{}$$

$$S = \frac{1422.14'}{6}$$

$$S = 237.02'$$

Required minimum distance is 237.02'. Zoning Lot J/K, Section 23-712; actual dista

Distance 2

LJ = 298'
LK = 298'
HJ = 184.07' - 32
HK = 184.07' - 32

$$S = \frac{298' + 298'}{}$$

$$S = \frac{900.14'}{6}$$

$$S = 150.02'$$

Required minimum distance is 150.02'. Zoning Lot J/K, Section 23-712; actual dista

Distance 3

LJ1 = 196'
LJ2 = 196'
HJ1 = 489.07' - 10
HJ2 = 399.07' - 1

$$S = \frac{196' + 196'}{}$$

$$S = \frac{1022'}{6}$$

$$S = 170.33'$$

Required minimum distance is 170.33'. Zoning Lot J/K, Section 23-712; actual dista

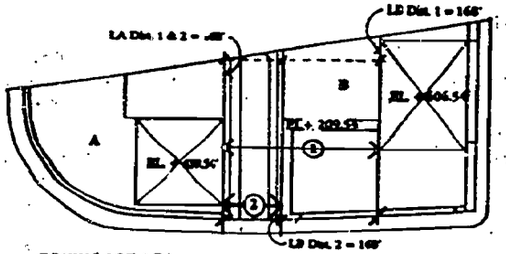
REEL 1934 PG 0171

DISTANCE BETWEEN BUILDINGS
ZR SECTION 23-712

Minimum distance between buildings in high both districts applies to all zoning lots having more than one building, or single building having multiple towers, namely A/B, C/D, E/F, G/H, J/K, AND L/M/N.

Formula: $S = \frac{LA + LB + HA + HB}{6}$

Where:
- S = Minimum Distance
- LA = Length of Building A
- LB = Length of Building B
- HA = Height of Building A
- HB = Height of Building B



ZONING LOT A/B
(Curb Level Has Been Established For The Public Access Easement At EL. + 52.5')

Distance 1

LA = 168'
LB = 168'
HA = 439.54' - 52.5' = 387.04'
HB = 406.54 - 52.5' = 554.04'

$S = \frac{168' + 168' + 387.04' + 554.04'}{6}$

$S = \frac{1277.08'}{6}$

$S = 212.85'$

Required minimum distance between Buildings A and B, Distance 1, is 212.85'. Zoning Lot A/B, Distance 1, does not comply with Section 23-712; actual distance is 168'.

Distance 2

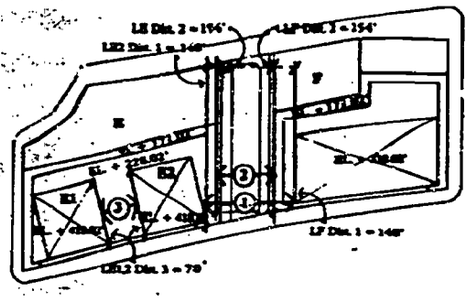
LA = 168'
LB = 168'
HA = 439.54' - 52.5' = 387.04'
HB = 209.54' - 52.5' = 157.04'

$S = \frac{168' + 168' + 387.04' + 157.04'}{6}$

$S = \frac{880.08'}{6}$

$S = 146.68'$

Required minimum distance between Buildings A and B, Distance 2, is 146.68'. Zoning Lot A/B, Distance 2, does not comply with Section 23-712; actual distance is 60'.



ZONING LOT E/F
(Curb Level Has Been Established For The Public Access Easement At EL. 53.7')

Distance 1

LE2 = 148'
LF = 148'
HE2 = 438.02' - 53.7' = 384.32'
HF = 358.02' - 53.7' = 304.32'

$S = \frac{148' + 148' + 384.32' + 304.32'}{6}$

$S = \frac{984.64'}{6}$

$S = 164.1'$

Required minimum distance between Buildings E2 and F, Distance 1, is 164.1'. Zoning Lot E/F, Distance 1, does not comply with Section 23-712; actual distance is 98'.

Distance 2

LE = 154'
LF = 154'
HE = 171.02' - 53.7' = 137.32'
HF = 171.02' - 53.7' = 157.32'

$S = \frac{154' + 154' + 137.32' + 157.32'}{6}$

$S = \frac{582.64'}{6}$

$S = 97.1'$

Required minimum distance between Buildings E and F, Distance 2, is 97.1'. Zoning Lot E/F, Distance 2, does not comply with Section 23-712; actual distance is 60'.

Distance 3

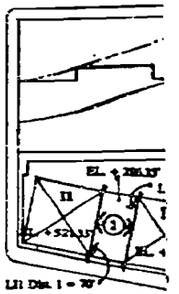
LE1 = 70'
LE2 = 70'
HE1 = 418.02' - 228.02' = 190'
HE2 = 418.02' - 228.02' = 190'

$S = \frac{70' + 70' + 190' + 190'}{6}$

$S = \frac{520'}{6}$

$S = 86.67'$

Required minimum distance between Towers E1 and E2, Distance 3, is 86.67'. Zoning Lot E/F, Distance 3, does not comply with Section 23-712; actual distance is 40'



ZONING LOT I

Distance 1

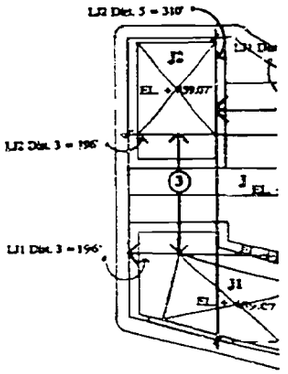
LI2 = 70'
HI1 = 521.3
HI2 = 521.3

$S = \frac{70' \cdot}{}$

$S = \frac{610'}{6}$

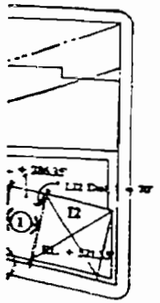
$S = 101.6$

Required minimum d
is 191.67'. Zoning L
Section 23-712; actua



LJ Dist. 1

ZONING LOT J/K
(Curb Level Has Been Est



; LOT I

I

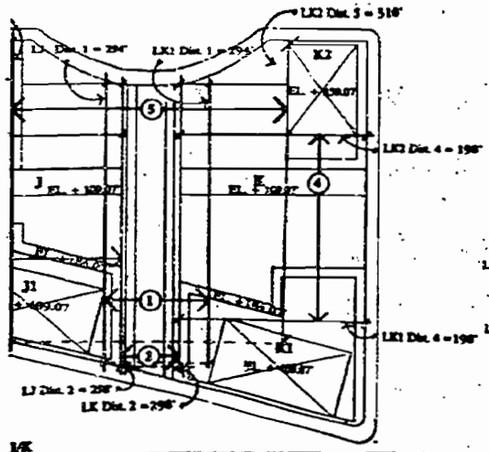
= 70'
= 521.35' - 286.35' = 235'
= 521.35' - 286.35' = 235'

$= \frac{70' + 70' + 235' + 235'}{6}$

$= \frac{610'}{6}$

= 101.67'

minimum distance between Towers I1 and I2, Distance 1, Zoning Lot I, Distance 1, does not comply with -712, actual distance is 38'.



J/K

ZONING LOT J/K CONTINUED

Distance 4

LK1 = 198'
LK2 = 198'
HK1 = 409.07' - 109.07' = 300'
HK2 = 399.07' - 109.07' = 290'

$S = \frac{198' + 198' + 300' + 290'}{6}$

$S = \frac{946'}{6}$

S = 157.67'

Required minimum distance between Buildings K1 and K2, Distance 4, is 157.67'. Zoning Lot J/K, Distance 4, complies with Section 23-712; actual distance is 210'.

Distance 5

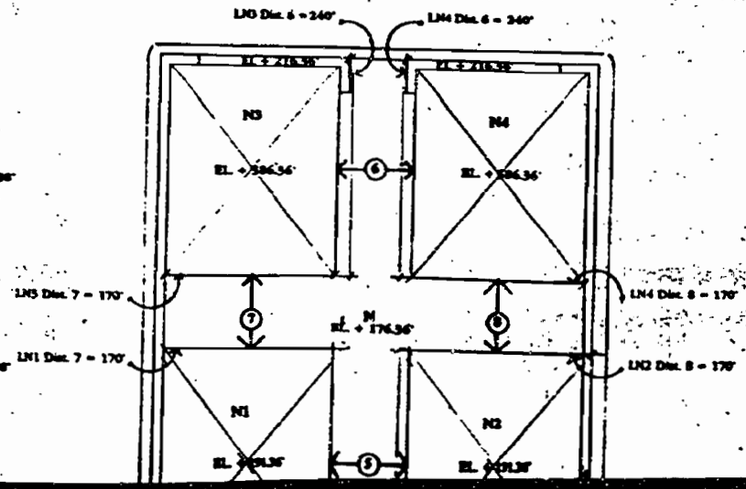
LJ2 = 310'
LK2 = 310'
HJ2 = 399.07' - 32' = 327.07'
HK2 = 399.07' - 32' = 327.07'

$S = \frac{310' + 310' + 327.07' + 327.07'}{6}$

$S = \frac{1274.14'}{6}$

S = 212.36'

Required minimum distance between Buildings J2 and K2, Distance 5, is 212.36'. Zoning Lot J/K, Distance 5, complies with Section 23-712; actual distance is 288'.



ZONING LOT L/M/N CONTINUED

Distance 3

LL1 = 170'
LN1 = 170'
HL1 = 301.36' - 16' = 285.36
HN1 = 191.36' - 16' = 175.36'

$S = \frac{170' + 170' + 285.36' + 175.36'}{6}$

$S = \frac{800.72'}{6}$

S = 133.45'

Required minimum distance between Buildings L1 and N1, Distance 3, is 133.45'. Zoning Lot L/M/N, Distance 3, does not comply with Section 23-712, actual distance is 76.5'.

Distance 4

LM1 = 170'
LN2 = 170'
HM1 = 256.36' - 16' = 240.36'
HN2 = 191.36' - 16' = 175.36'

$S = \frac{170' + 170' + 240.36' + 175.36'}{6}$

$S = \frac{755.72'}{6}$

S = 125.95'

Required minimum distance between Buildings M1 and N2, Distance 4, is 125.95'. Zoning Lot L/M/N, Distance 4, complies with Section 23-712; actual distance is 168'.

Distance 5

LN1 = 240'
LN2 = 240'
HN1 = 191.36' - 176.36' = 15'
HN2 = 191.36' - 176.36' = 15'

$S = \frac{240' + 240' + 15' + 15'}{6}$

$S = \frac{510'}{6}$

S = 85'

Required minimum distance between Buildings N1 and N2, Distance 5, is 85'. Zoning Lot L/M/N, Distance 5, does not comply with Section 23-712; actual distance is 88'.

Distance 6

LN3 = 240'
LN4 = 240'
HN3 = 386.36' - 386.36' = 80'
HN4 = 386.36' - 386.36' = 80'

$S = \frac{240' + 240' + 80' + 80'}{6}$

S = 640'

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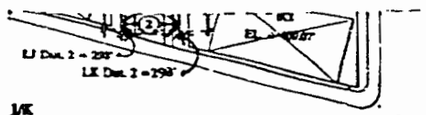
Oike Engineering
[illegible] West 21st St., New York, NY 10011

Ventilation Consultant

REEL 1934 PG 0172



J/K
(Been Established For The Public Access Easement At EL. + 32')

194'
194'
189.07' - 32' = 457.07'
109.07' - 32' = 377.07'

$\frac{194' + 294' + 457.07' + 377.07'}{6}$

$\frac{1422.14'}{6}$

137.02'

...um distance between Buildings J1 and K1, Distance 1, ...ng Lot J/K, Distance 1, does not comply with ...actual distance is 130'.

298'
298'
84.07' - 32' = 152.07'
84.07' - 32' = 152.07'

$\frac{298' + 298' + 152.07' + 152.07'}{6}$

$\frac{900.14'}{6}$

150.02'

...um distance between Buildings J and K, Distance 2, ...ng Lot J/K, Distance 2, does not comply with ...actual distance is 60'.

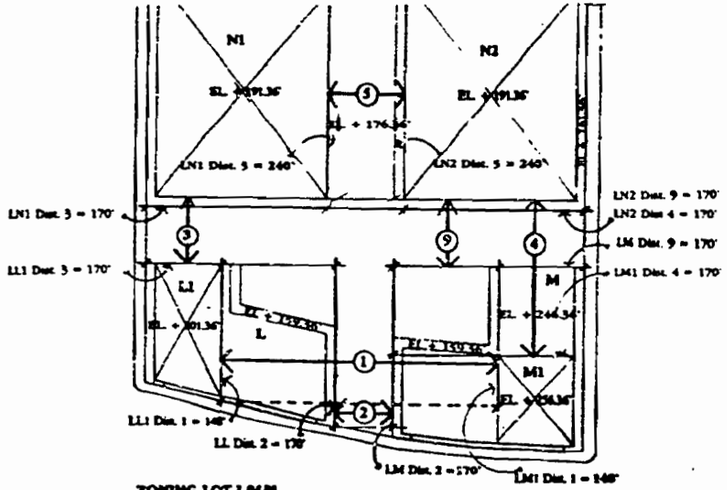
196'
196'
109.07' - 109.07' = 380'
109.07' - 109.07' = 298'

$\frac{196' + 196' + 380' + 298'}{6}$

$\frac{1022'}{6}$

170.33'

...um distance between Buildings J1 and J2, Distance 3, ...ng Lot J/K, Distance 3, does not comply with ...actual distance is 120'.



ZONING LOT L/M/N
(Curb Level Has Been Established For The Public Access Easement At EL. + 16')

Distance 1

LL1 = 148'
LM1 = 148'
HL1 = 301.36' - 16' = 285.36'
HM1 = 256.36' - 16' = 240.36'

$S = \frac{148' + 148' + 285.36' + 240.36'}{6}$

$S = \frac{821.72'}{6}$

S = 136.95'

Required minimum distance between Towers L1 and M1, Distance 1, is 136.95'. Zoning Lot L/M/N, Distance 1, complies with Section 23-712; actual distance is 250'.

Distance 2

LL = 170'
LM = 170'
HL = 159.36' - 16' = 143.36'
HM = 159.36' - 16' = 143.36'

$S = \frac{170' + 170' + 143.36' + 143.36'}{6}$

$S = \frac{626.72'}{6}$

S = 104.45'

Required minimum distance between Buildings L and M1, Distance 2, is 104.45'. Zoning Lot L/M/N, Distance 2, does not comply with Section 23-712; actual distance is 60'.

Distance 8

LN2 = 200'
LN4 = 200'
HN2 = 191.36' - 176.36' = 15'
HN4 = 386.36' - 176.36' = 210'

$S = \frac{200' + 200' + 15' + 210'}{6}$

$S = \frac{625'}{6}$

S = 104.16'

Required minimum distance between Buildings N2 and N4, Distance 8, is 104.16'. Zoning Lot L/M/N, Distance 8, does not comply with Section 23-712; actual distance is 76'.

HN3 = 386.36' - 306.36' = 80'
HN4 = 386.36' - 306.36' = 80'

$S = \frac{240' + 240' + 80' + 80'}{6}$

$S = \frac{640'}{6}$

S = 106.66'

Required minimum distance between Buildings N3 and N4, Distance 6, is 106.66'. Zoning Lot L/M/N, Distance 6, does not comply with Section 23-712; actual distance is 80'.

Distance 7

LN1 = 198'
LN3 = 198'
HN1 = 191.36' - 176.36' = 15'
HN3 = 386.36' - 176.36' = 210'

$S = \frac{198' + 198' + 15' + 210'}{6}$

$S = \frac{621'}{6}$

S = 103.5'

Required minimum distance between Buildings N1 and N3, Distance 7, is 103.5'. Zoning Lot L/M/N, Distance 7, does not comply with Section 23-712; actual distance is 76'.

Distance 9

LM = 170'
LN2 = 170'
HN2 = 191.36' - 16' = 175.36'
HM = 246.36' - 16' = 230.36'

$S = \frac{170' + 170' + 175.36' + 230.36'}{6}$

$S = \frac{745.72'}{6}$

S = 124.29'

Required minimum distance between Buildings N2 and M, Distance 9, is 124.29'. Zoning Lot L/M/N, Distance 9, does not comply with Section 23-712; actual distance is 66.5'.

ZONING LOT O

Only one building is proposed for Zoning Lot O. Minimum distance rules do not apply.

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Ventilation Consultant
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Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
4	Oct. 21, 1982	
3	16 OCT 1982	
2	11 May 1982	
1	10 Apr 1982	

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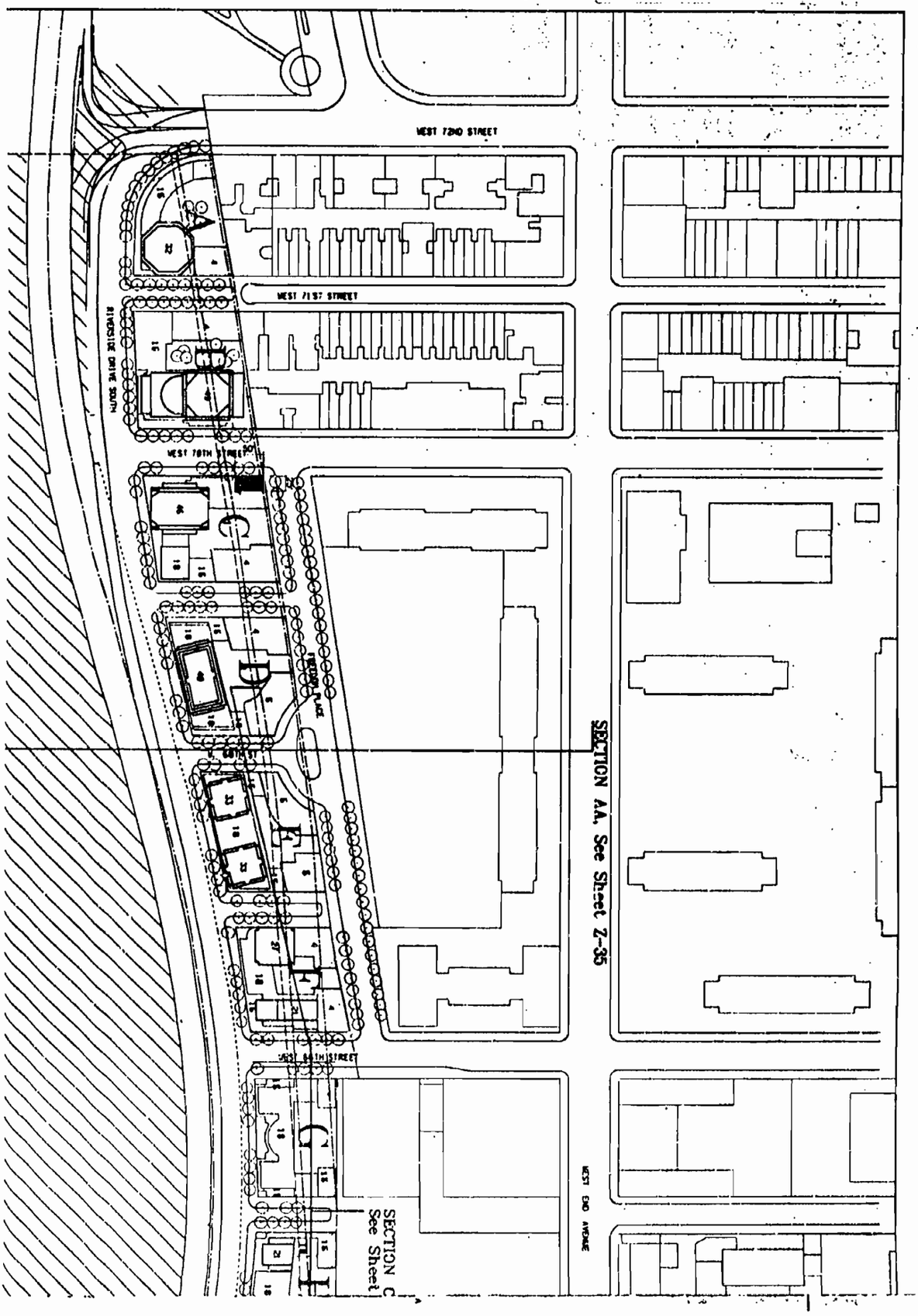
Distance Between Buildings Computations

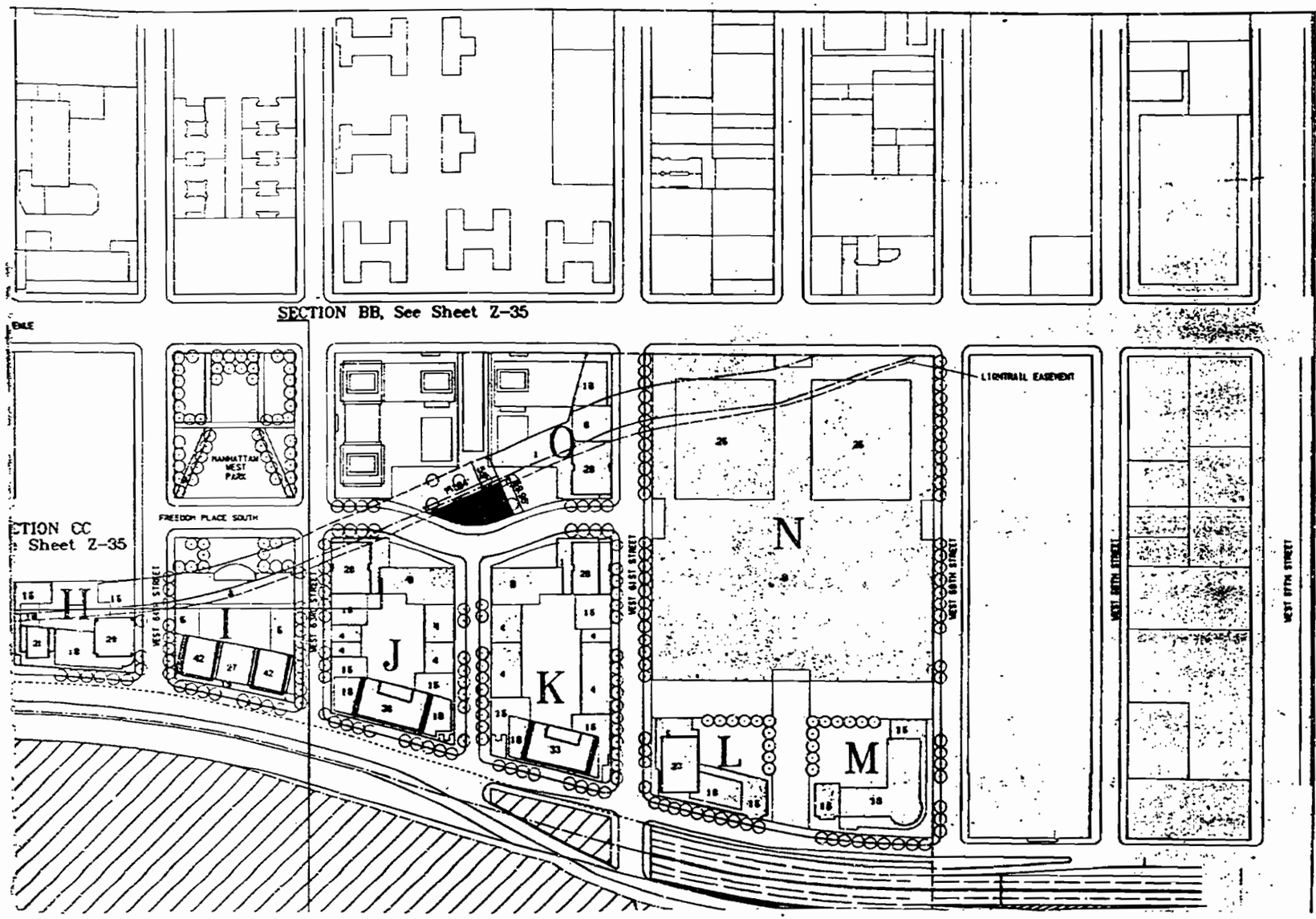
Date: 1 February 1982
Project No.: [illegible]
Scale: 1" = 20'
Sheet No.: Z-9

REEL 1934 PG 0173

REEL 1934 PG 0174

REEL 1934 PG 0175





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Steven Robinson, Architectural

Developer
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HNTB
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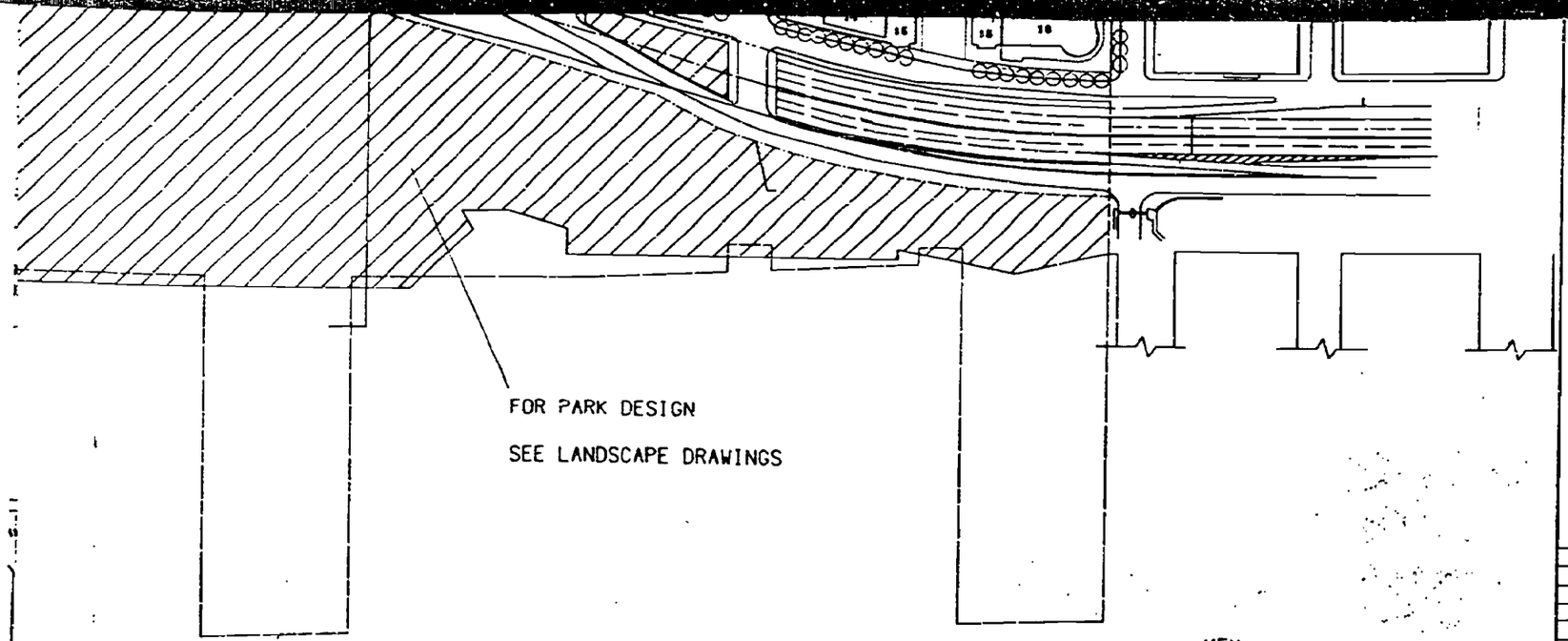
Marine Consultant

REEL 1934 PG 0176



KEY

18 NUMBER OF STORIES

N PARCEL NAME

AREA WITHIN WHICH AN EASEMENT FOR A MINIMUM 8' WIDE STAIR AND AN ELEVATOR, IF REQUIRED FOR HANDICAPPED ACCESS, WILL BE LOCATED PROVIDING ACCESS TO LIGHT RAIL EASEMENT BELOW (SEE ZONING LOT D).

AREA WITHIN WHICH AN EASEMENT FOR TWO 8'-WIDE MINIMUM STAIRS AND AN ELEVATOR, IF REQUIRED FOR HANDICAPPED ACCESS, WILL BE LOCATED PROVIDING ACCESS TO LIGHT RAIL EASEMENT AND PROPOSED RAIL STATION BELOW (SEE PARCEL C).

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Ciko Engineering
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Ventilation Consultant
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Land Surveyor
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157 Chambers St., New York, NY 10007

Note: Buildings shown on plan are for illustrative purposes only

No.	Date	Revision
4	20 Oct 1988	
3	30 Oct 1988	
2	12 May 1988	
1	15 Apr 1988	

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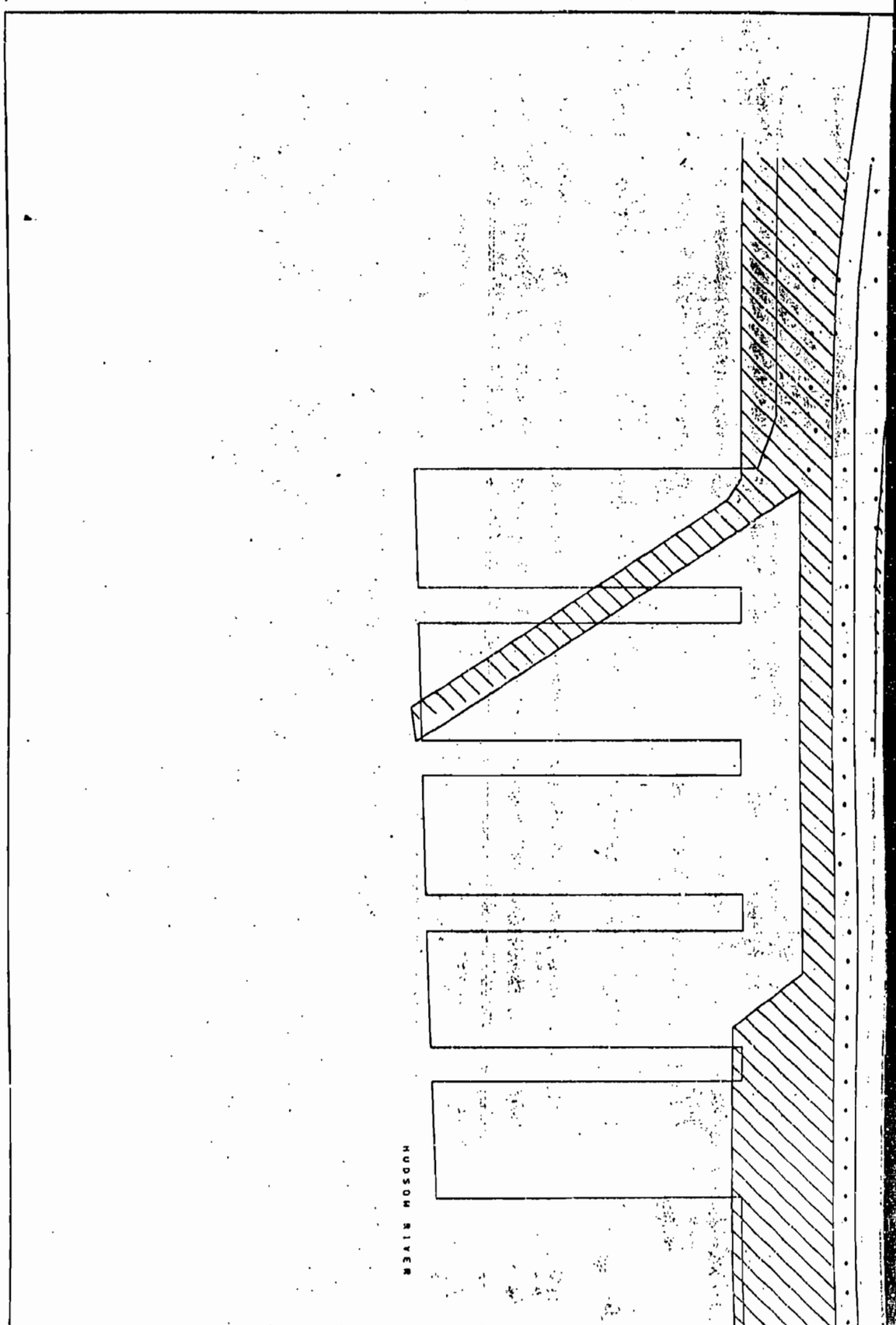
Site Plan Showing Proposed Highway

(ULURP Attachment 2)

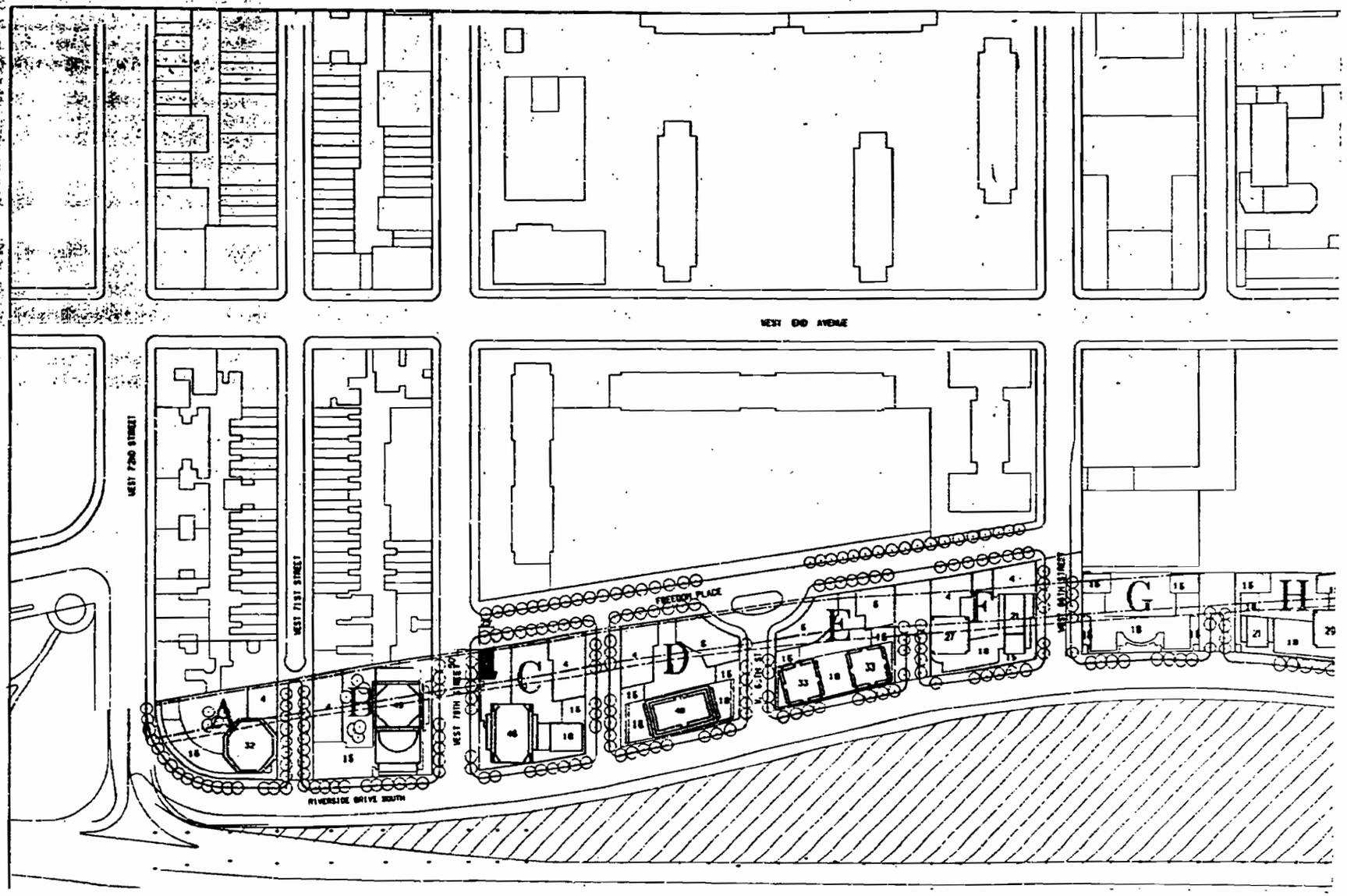
Date	Project No.
7 February 1989	1988/99 suite
	Sheet No.
Scale	Z-12
1" = 100'	

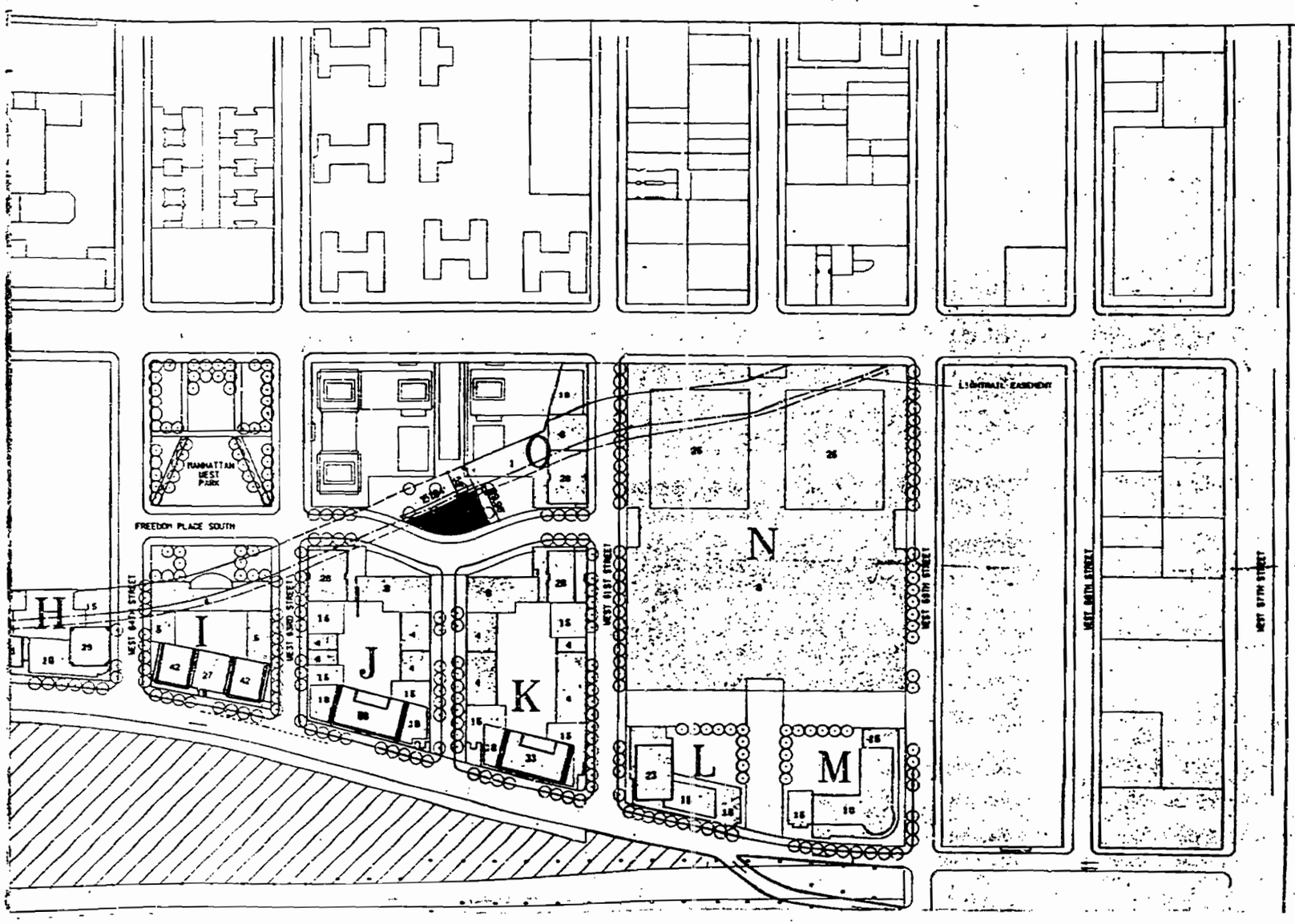
REEL 1934PG0177

REEL 1934 PG 0178



REEL 9234 PG 0179





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Steven Robinson, Architectural

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HNTB
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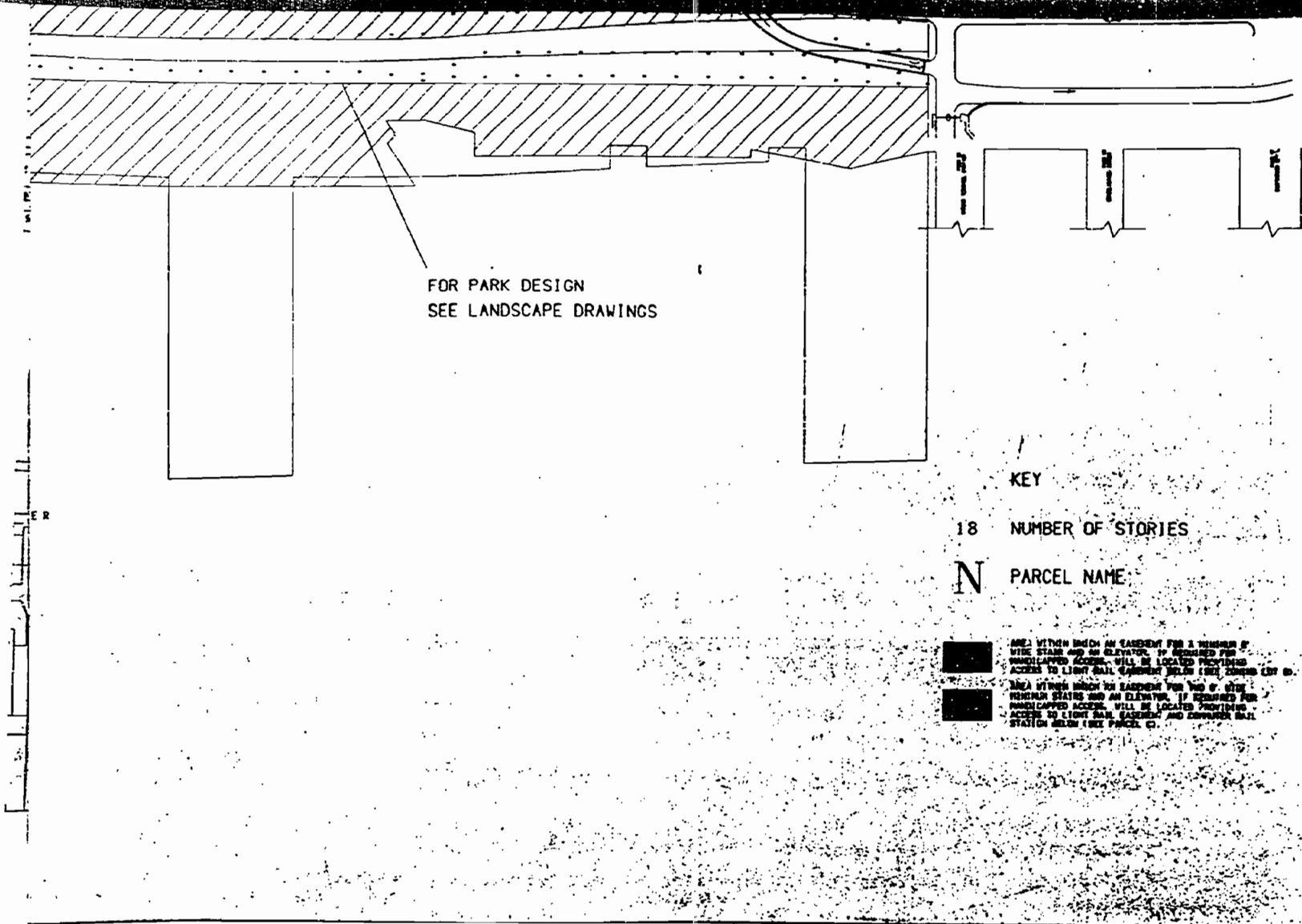
REEL 1934 PG 0180



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Note: Buildings shown on plan are for illustrative purposes only

No.	Date	Revision
4	[illegible]	
3	10 Oct [illegible]	
2	11 May [illegible]	
1	[illegible] Apr [illegible]	

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Site Plan Showing Existing Highway

(ULURP Attachment 2)

Date: 1 February [illegible]
Project No.: [illegible]
Sheet No.: Z-13
Scale: 1" = [illegible]

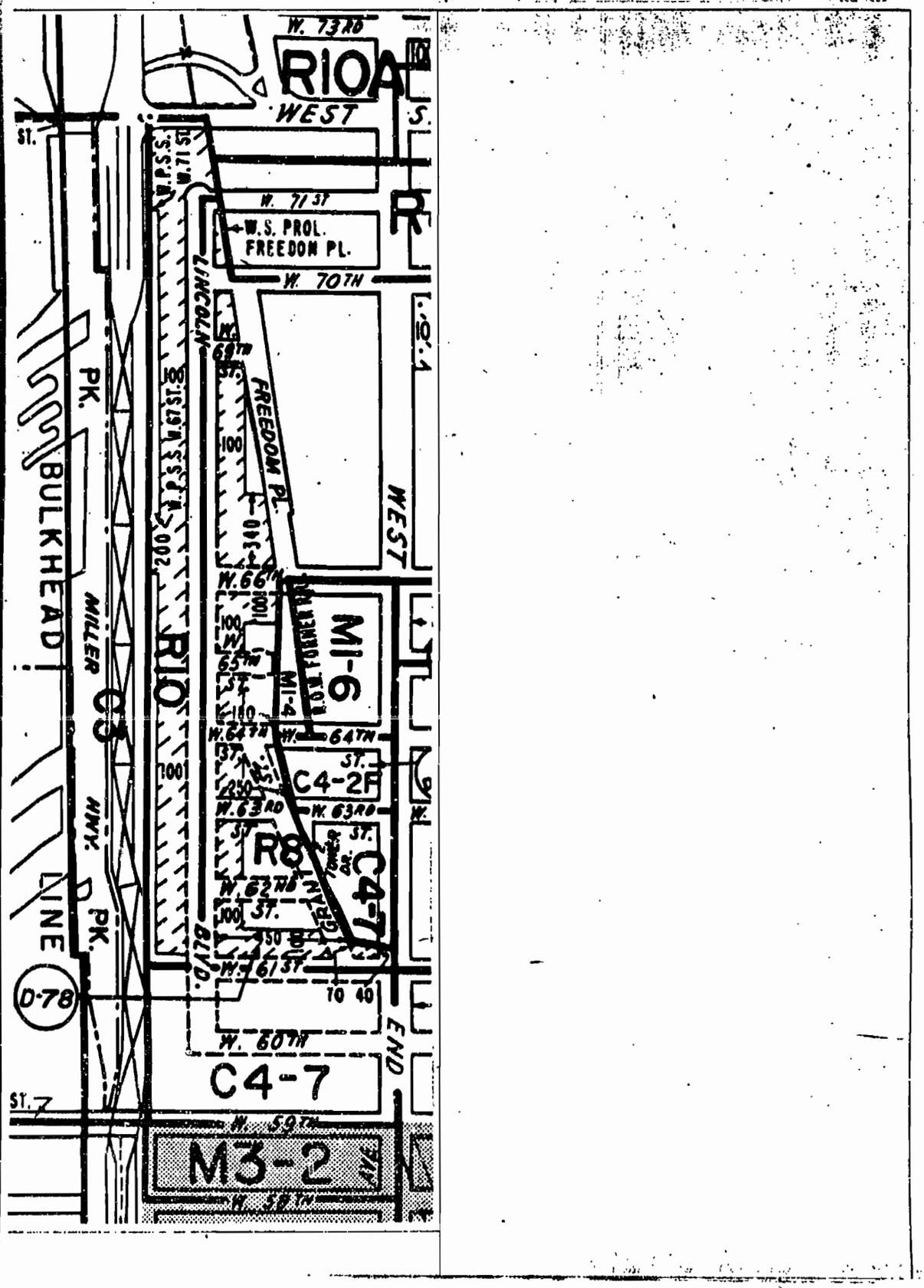
REEL 1934 PG 0181

REEL 1934 PG 0182

Zoning Sectional Map (Map 8c)

Existing Zoning

REEL 1934 PG 0183



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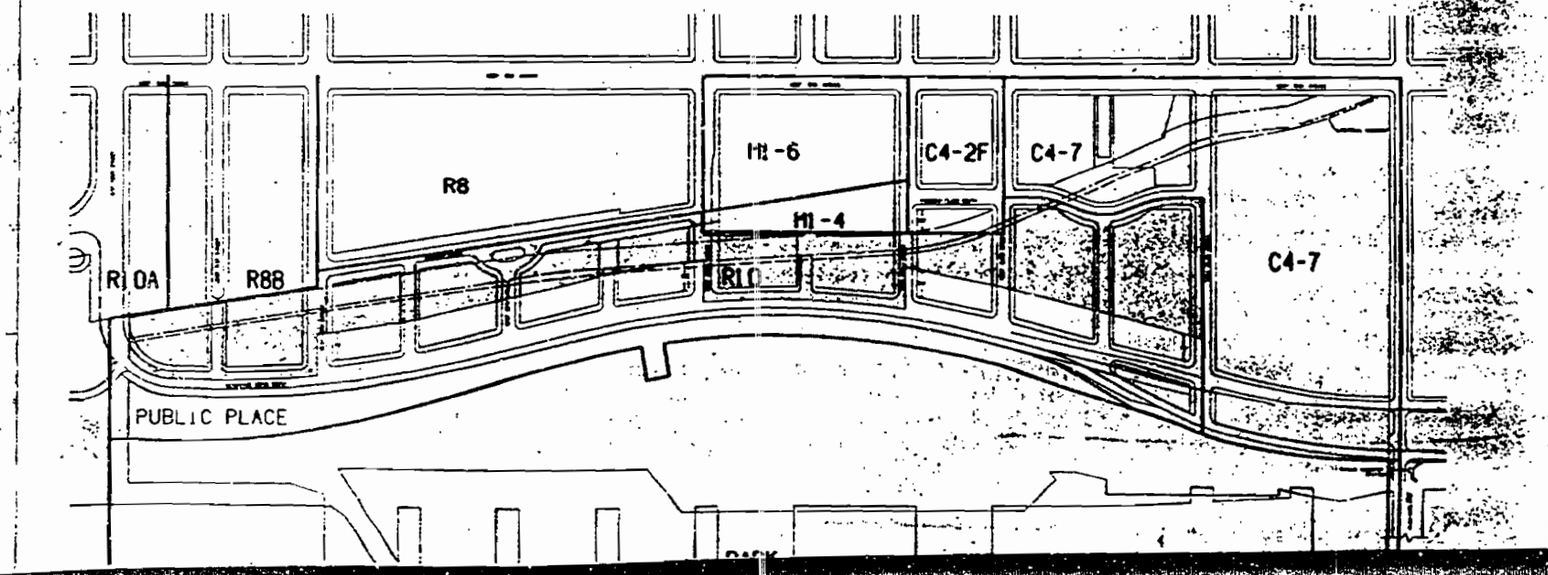

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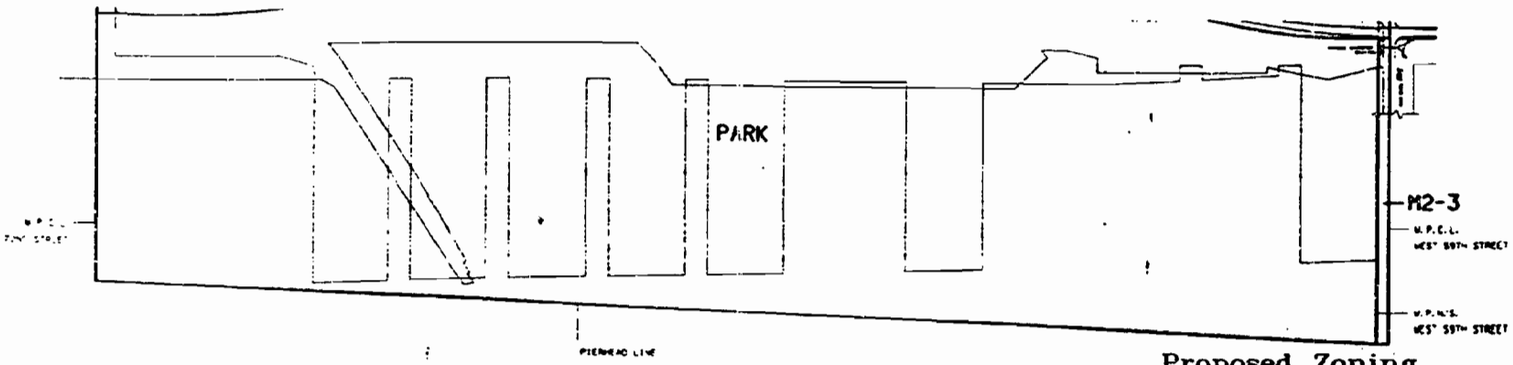

Proposed Zoning

☐ C2-5 Overlay

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157 Chambers St., New York, NY 10007

No.	Date	Revision
4	[illegible] Oct [illegible]	
3	[illegible] Oct [illegible]	
2	[illegible] May [illegible]	
1	[illegible] Apr [illegible]	

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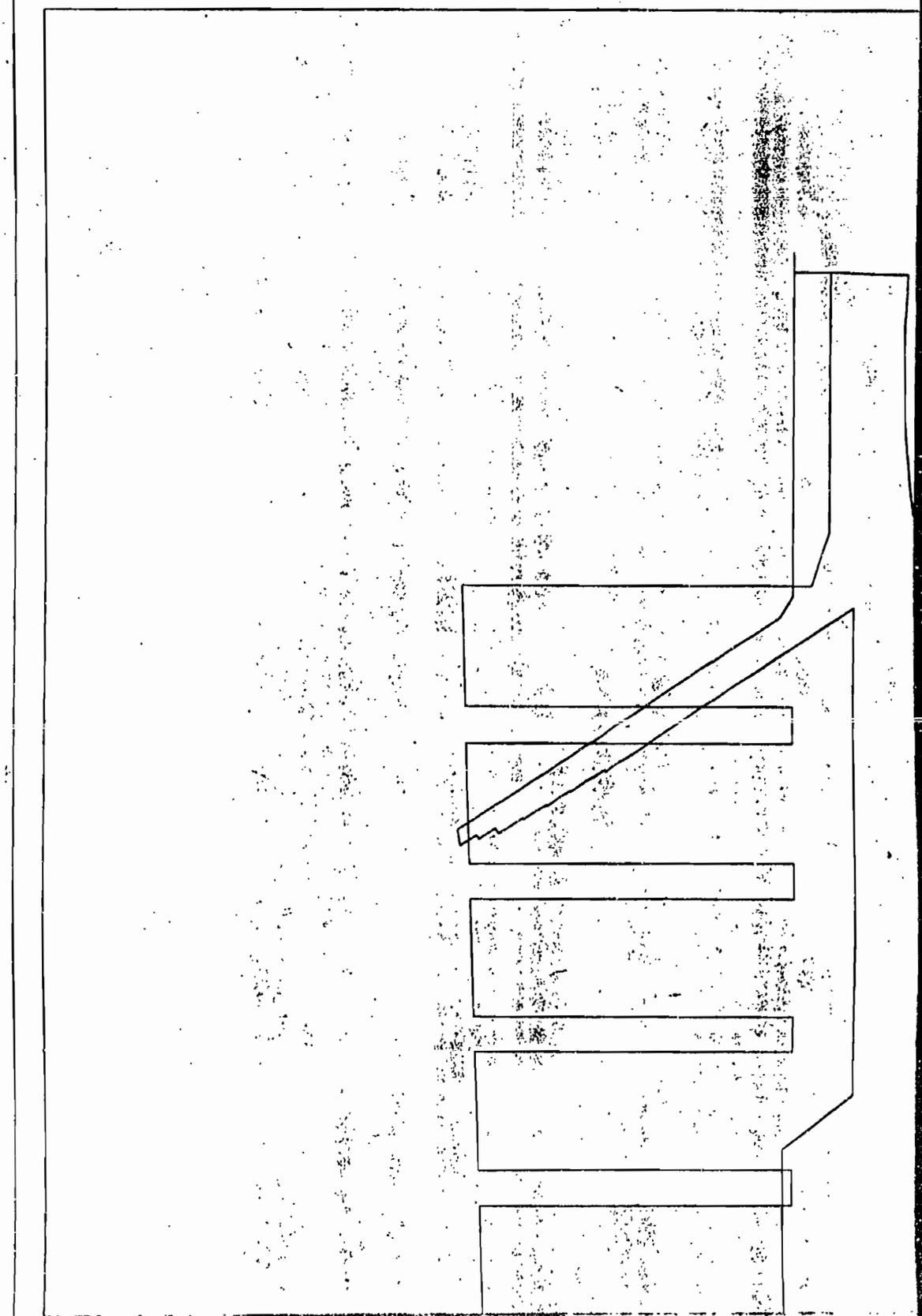
Existing & Proposed Zoning

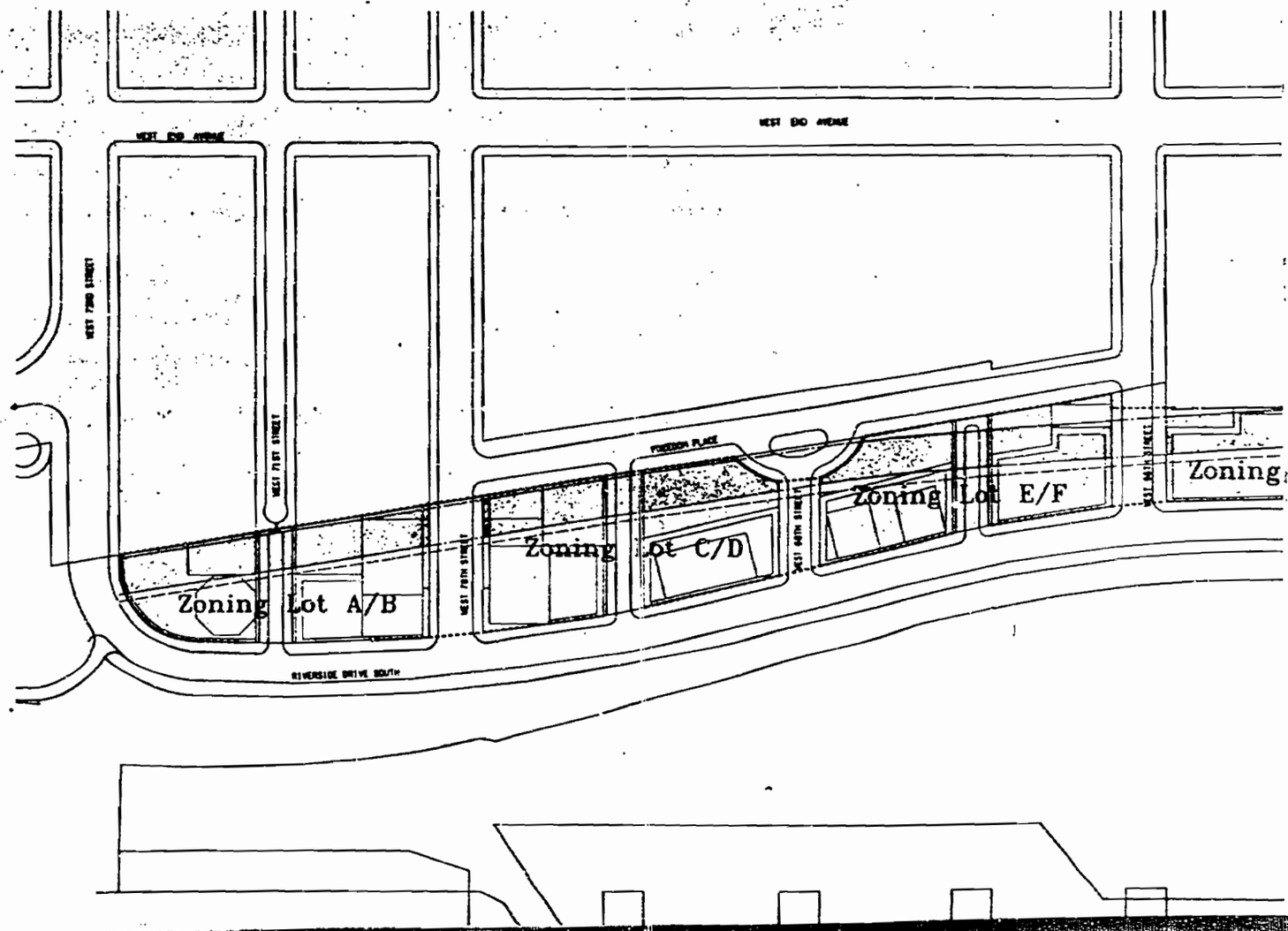
(ULURP Attachment 5)

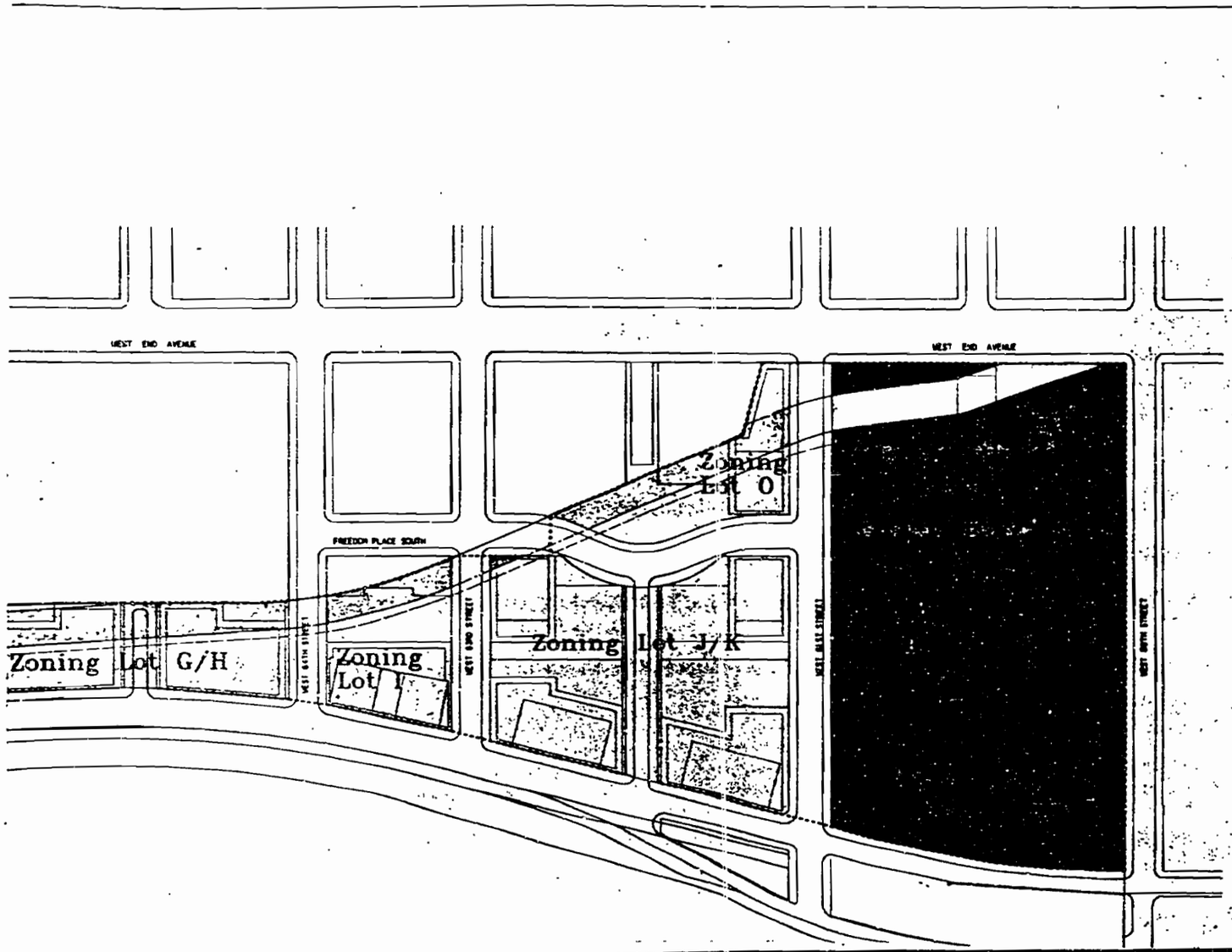
Date: 1 February [illegible]
Project No.: [illegible]
Sheet No.: Z-14
Scale: [illegible]

REEL 1934 PG 0185



REEL 1934 PG 0184





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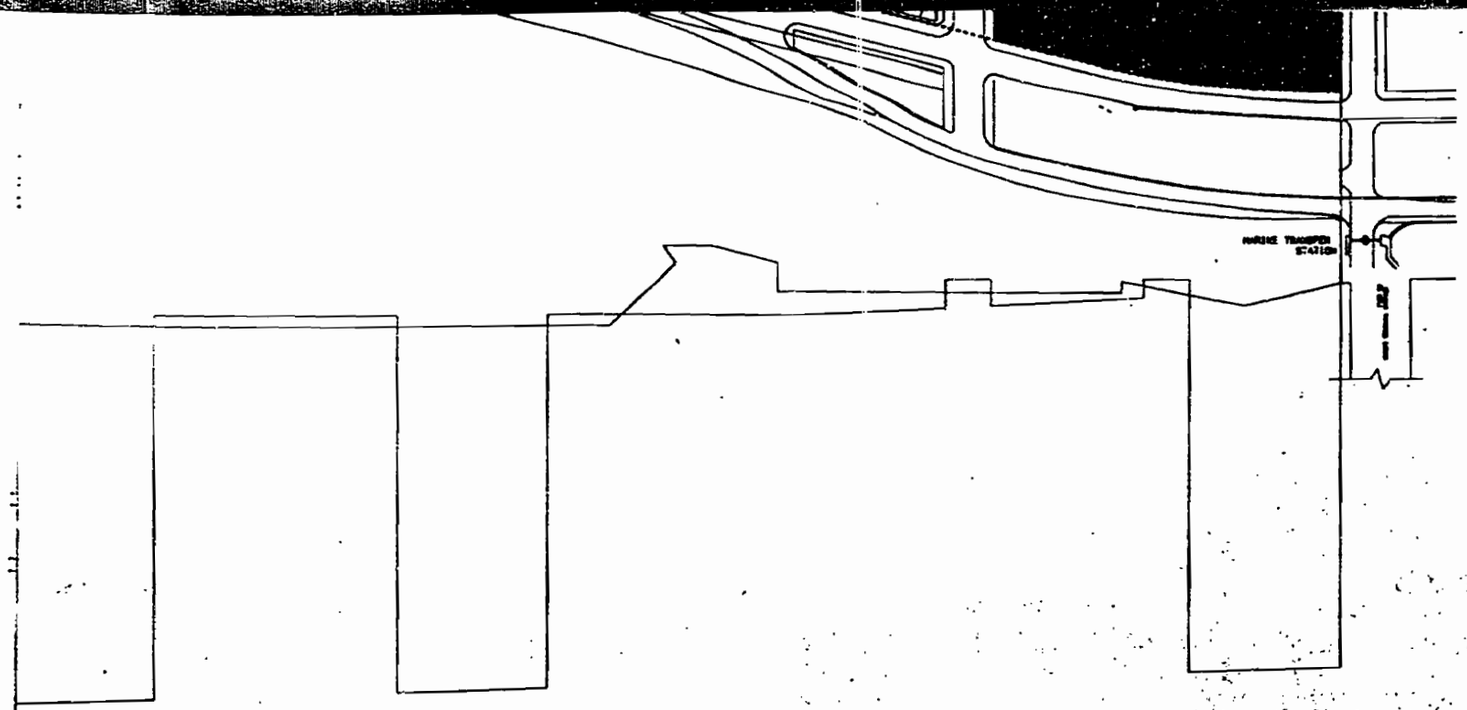
REEL 1963 PG 0188



Railroad Yard & Right of Way (R.O.W.) Designations of Zoning Lots Within General Large Scale Plan

Lot Area with Active Railroad R.O.W. Covered by a Platform (140,475.64 SF)

Lot Area with Discontinued Railroad Yard Covered by a Platform (418,469.94 SF)

Lot Area with Discontinued Railroad Yard Not Covered by a Platform (336,308.41 SF)

Boundary of General Large Scale Development Plan & Railroad R.O.W. Special Permit

Light Rail Easement with Passenger Stations to be located at 70th and 61st Streets

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Ventilation Consultant
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157 Chambers St., New York, NY 10007

No.	Date	Revision
3	16 Oct 1982	
2	11 May 1982	
1	13 Apr 1982	

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Zoning Lot Plan For Large Scale Plan, Railroad Yard & Right-of-Way Designation

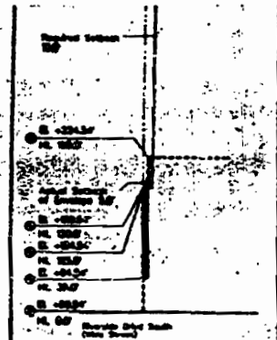
Date: 1 February 1982

Project No.: 2021/PW 0189

Sheet No.: Z-15

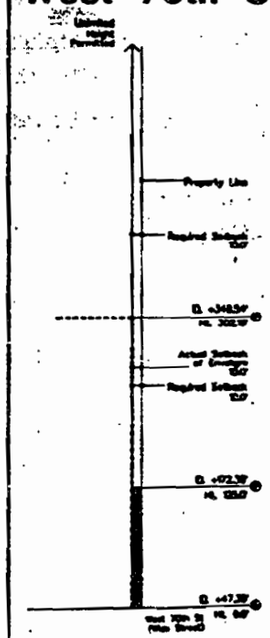
Scale: 1" = 200'

REEL 1934 PG 0189



Section A-A

West 70th Street Curb Level Established at El. +47.35'



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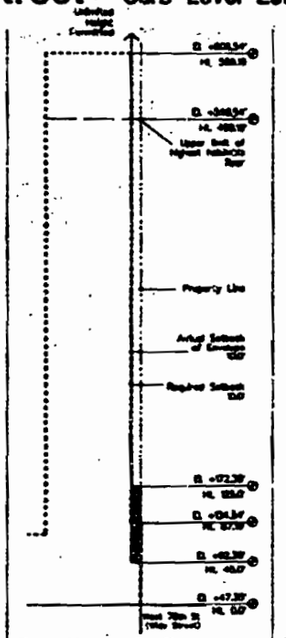
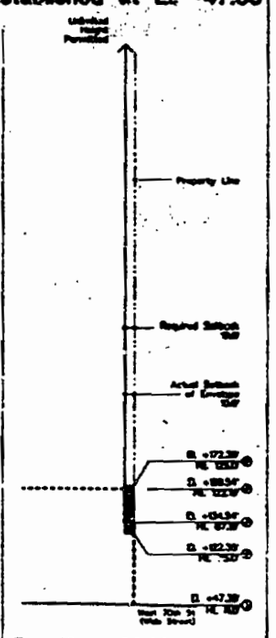


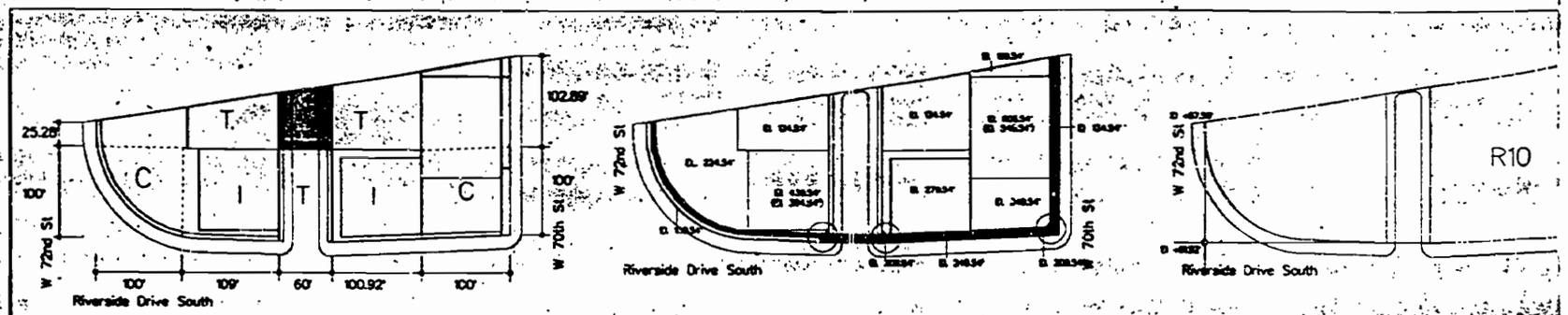
Section G-G



Section H-H

REEL 1934 PG 01 90

REEL 1934 PG 0191



Rear Yard Compliance

- Required Rear Yard or Rear Yard Equivalent
- Note: Zoning Lot A/B Complies with Rear Yard Requirements
- C Corner Lot
- T Through Lot
- I Interior Lot

Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (3044.23 SF)
- Negative Street Wall Encroachment (2937.08 SF)
- Standard Negative Encroachment At Corners (20' X 20' Max.)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.

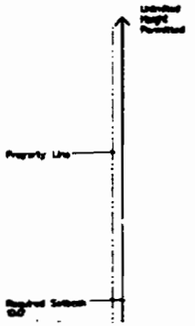
Curb Level Calculations

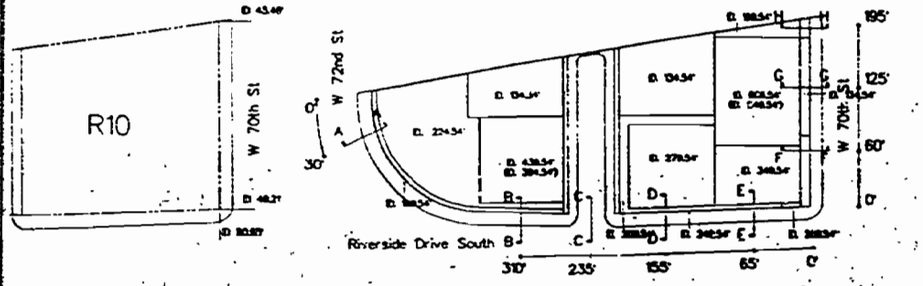
West 72nd Street Frontage
57.56' + 61.52' = 119.08'/2 = 59.54'
Average Curb Level for West 72nd Street frontage is establi

Riverside Drive South Frontage
61.52' + 50.95' = 112.47'/2 = 56.235'
Average Curb Level for Riverside Drive frontage is establish

West 70th Street Frontage
45.49' + 49.21' = 94.7'/2 = 47.35'
Average Curb Level for West 70th Street frontage is estab

West 72nd Street Curb Level Established at El. +59.54'





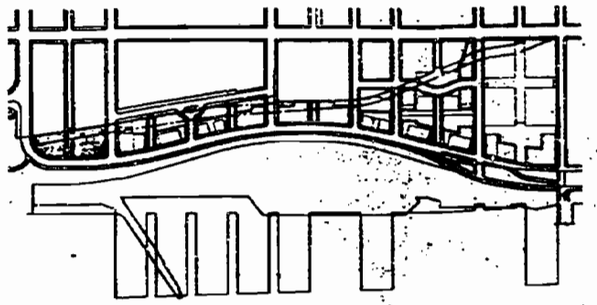
lations

Street frontage is established at El. +58.54'

Street frontage is established at El. +56.24'

Street frontage is established at El. +47.35'

Section Key



Key Plan

Zoning Lot A/B

Zoning Lot Area	75,902.24 SF
Zoning District	R10, Permitting 10 FAR
Maximum Allowable Floor Area	758,022.40 SF
Maximum Floor Area Provided	943,700.00 SF

Note: 184,877.60 SF of zoning floor area will be transferred to Zoning Lot A/B from Zoning Lot L/M/N. See Sheet 2-8

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1350 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catherine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce N. Ehman, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

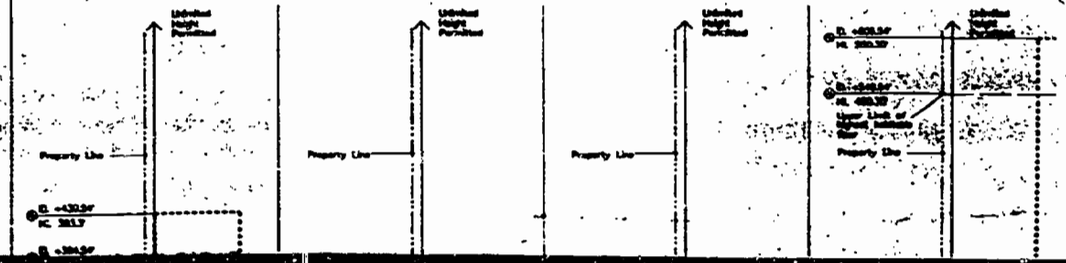
Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer
THE TRUMP ORGANIZATION
725 Fifth Ave, New York, NY 10022

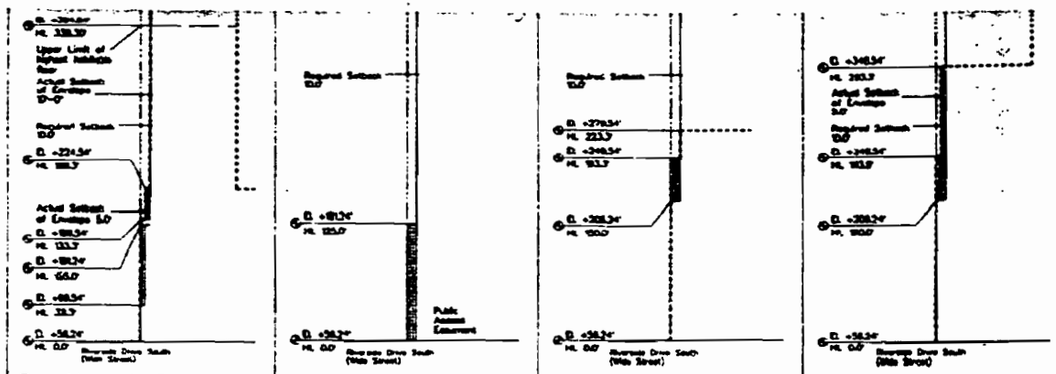
Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

Transportation Engineer
PHILIP HABIB & ASSOCIATES
39 West 38th St., New York, NY 10018

Riverside Drive South Curb Level Established at El. +56.24'



REEL 1934 PG 0192



Section B-B
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Based on R-10 [illegible]

Section C-C
[illegible] North of West 70th Street
Based on R-10 [illegible]

Section D-D
[illegible] North of West 70th Street
Based on R-10 [illegible]

Section E-E
[illegible] North of West 70th Street
Based on R-10 [illegible]

[illegible] West 20th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.75' above the USCAGS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
3	16 Oct 1992	
2	15 May 1992	
1	13 Apr 1992	

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Zoning Lot A/B Zoning Compliance

(ULURP Attachments 3 & 4)

Date: 1 February 1992
Project No.: [illegible]
Sheet No.: Z-16
Scale: 1" = [illegible]

REEL 1934 PG 0193

The Base Zone for Streetwall Type G is defined as the zone on any mandatory streetwall fronting on a mapped avenue or a public park measuring, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be above or set back. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a verticality of above or set back from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 6' above that grade.

CONTEXTUAL STREETWALL TYPE E: Chatsworth Streetwall

Mandatory Front Building Walls

The Mandatory Front Building Wall of all Streetwall Type E buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 30' or the level of the third story ceiling, whichever is greater. At that height, there may be a setback for the full length of the mandatory streetwall for a depth of up to 5'. Bay windows are permitted, provided that their horizontal dimension is no greater than 30'. At a height of 120' or the height of the adjacent Chatsworth, there shall be a setback with a minimum depth of 5' from the build-to line.

Base Zone Controls

The Base Zone of Streetwall Type E is defined as that zone between curb level and 30' or the third story ceiling, whichever is greater. Within this zone, the lower 15' to 20' of the building wall, except for building entrances and windows, shall be 100% stone or cast stone, and the upper 10' to 15' shall be a minimum of 80% stone or cast stone. In this zone, architectural relief shall be provided in the form of cornicing, change of masonry material, or other decorative treatment. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building, through the base zone, to grade. Glass shall not be permitted to wrap the corner in the lower 30' of the Base Zone. In addition, except for building entrances, the base shall have a verticality of stone or cast stone from the grade of the adjacent sidewalk up to 3', a minimum of 3' and a maximum of 6' above that grade.

CONTEXTUAL STREETWALL TYPE F: 72nd Street Streetwall

Mandatory Front Building Walls

The Mandatory Front Building Wall of all Streetwall Type F buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 75' for the lowrise portion, and 150' for the midrise portion. Between 135' and 150', the front building wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above a height of 150', the front building wall shall be set back an average of 10' to the full height of the building. In the lowrise portions of the building no setback is required.

Base Zone Controls

The Base Zone of Streetwall Type F is defined as that zone on any building wall fronting a public access easement between curb level and 30' above curb level, or the third story ceiling, whichever is greater. Within this zone, the building wall shall be a minimum of 50% stone or cast stone, and architectural relief shall be provided in the form of cornicing, change of masonry material, or other decorative treatment. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building, through the base zone, to grade. Except for building entrances, the base shall have a verticality of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 3' or a maximum of 6' above that grade.

Recess Controls

Recesses in the front building wall of the midrise portions of Streetwall Type F buildings are permitted above the level of the third story ceiling or 30', whichever is greater, provided that the aggregate width of recesses at any level of the building shall not exceed 40% of the length of the mandatory front building wall, and that the depth of such recesses shall not exceed 10'. Where a front wall recess is open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it is deep. A recess shall be provided between the lowrise and midrise portions of the streetwall, which recess shall be a minimum of 1' and a maximum of 2' wide, and a minimum of 6' deep.

TOWER* CONTROLS

Tower Envelope Controls

The tower envelopes are divided into three zones to provide relief in the form of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the translucent zone or midrise zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not contain any zoning floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal section below it.

Tower Building Controls - Maximum Tower Dimension

Within the tower envelopes defined, maximum dimensions for tower lengths are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal section below it.

Continuous Tower Face

The length of the maximum continuous tower face is established beyond which length it shall be enlarged by a recess between 5' and 8' in depth. Because of the varying sizes of the tower envelopes, the maximum continuous tower face dimensions have been established on a ground-by-ground basis.

Continuity of Materials

All faces of each tower zone be given equal finish treatment and consideration.

Tower Tops

All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and sculptural proportion as they rise from their base on the upper Zone of the highest (tallest) floor to their full height. The building materials used in tower tops shall be used elsewhere on the exterior facade of the building.

Sliding Base Area Preferences

A minimum tower floor area has been established by zoning use.

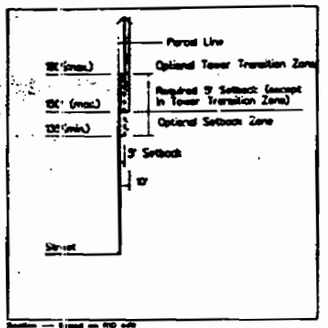
*Note: The term "tower" as used in these design controls refers to a high rise building configuration and not the same as "point zone" defined in the Zoning Resolution.

Generic Streetwall Encroachment Diagrams

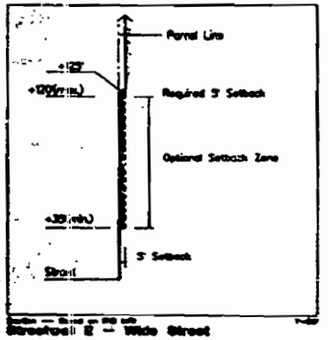
(For Locations of Specific Waivers, See Sheet 2-10)

Positive Encroachment

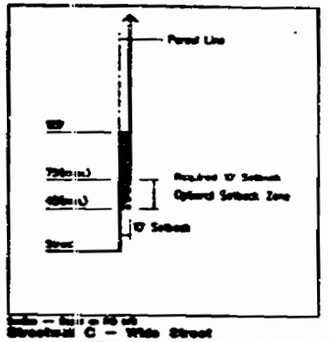
Negative Encroachment



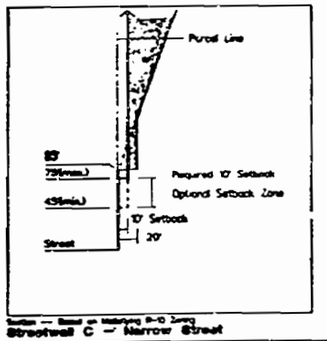
Streetwall A — Wide Street



Streetwall B — Wide Street



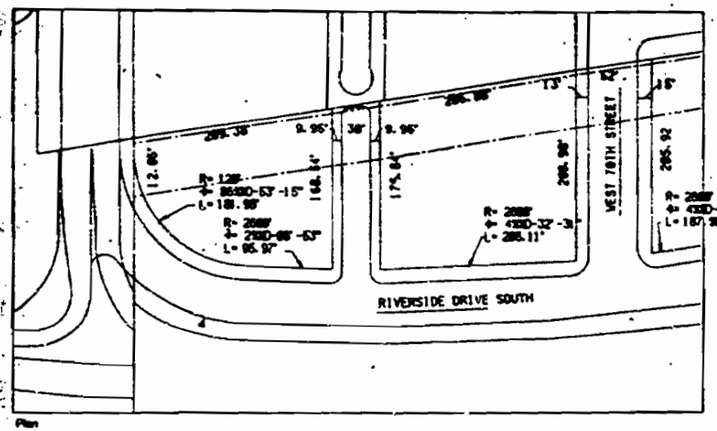
Streetwall C — Wide Street



Streetwall C — Narrow Street

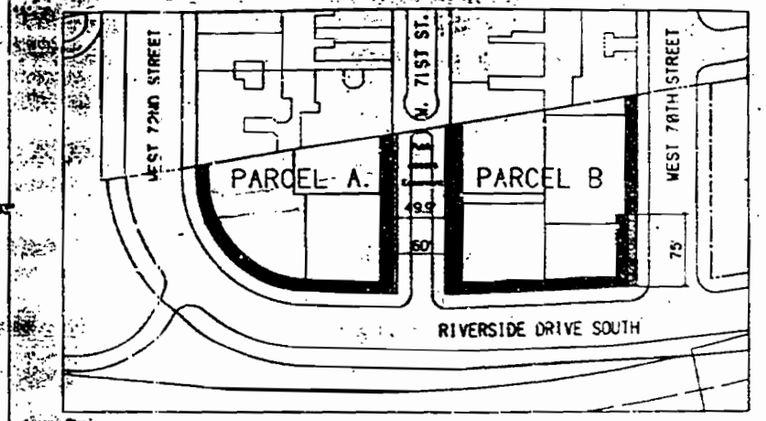
REEL 1934 PG 0194

REEL 1934 PG 0195



Plan

Site Plan and Dimensions



Plan

Streetwall Controls

- Mandatory Streetwall Type A (Riverside Dr South Streetwall)
- Mandatory Streetwall Type C (Midrise Stepping Streetwall)
- No Build Zone Above Grade
- Mandatory Contextual Streetwall Type E (Chatsworth Streetwall)
- Mandatory Contextual Streetwall Type F (71st Street Streetwall)

Urban Design Control Notes

STREETWALL TYPE A

Setbacks

The front building wall of all Streetwall Type A buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front building wall may set back; if such a setback occurs, it shall be a minimum of 5' deep. Above 150', the front wall shall set back a minimum of 5', for the full length of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type A located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a minimum, at any level, of 30% of the length of the front wall, provided however, that such projection may not be located within 30' of the intersection of two street lines.

Base Zone Controls

The Base Zone for Streetwall Type A is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type A buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 30' of the intersection of two street lines. When a front wall recess is open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE C

Setbacks

The front building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 45'. Between 45' and 75', the front building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full length of the building envelope. No recesses shall be permitted below the initial setback except for permitted and required corner controls.

Base Zone Controls

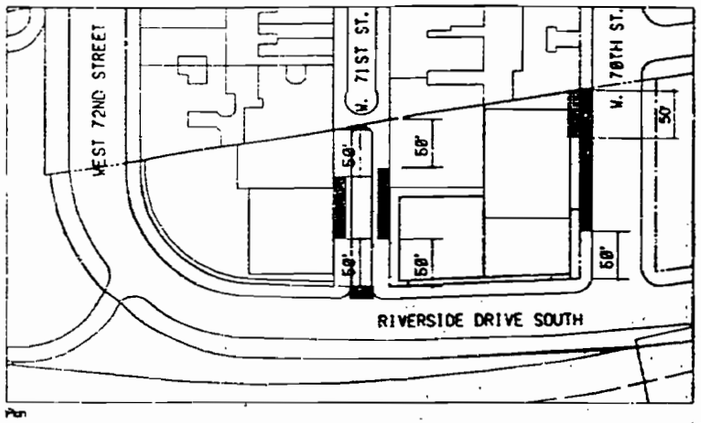
The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10" and a maximum of 4' above that grade.

CONTEXTUAL STREETWALL TYPE E: Chatsworth Streetwall

Generic Streetwall Encroachment Diagrams

(For Locations of Specific Waivers, See Sheet Z-16)

- Positive Encroachment
- Negative Encroachment



Plan

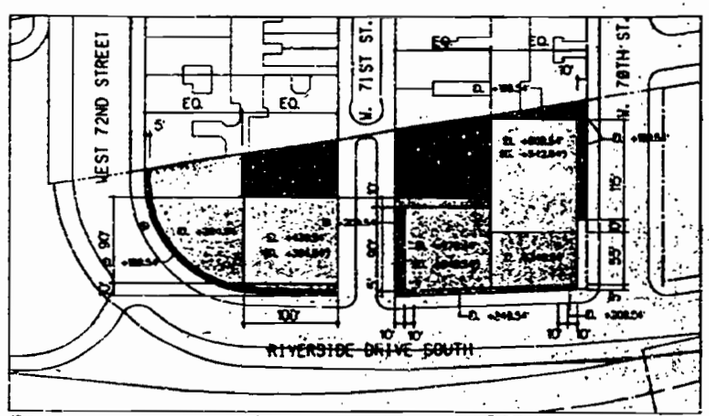
Ground Floor Controls

- Optional Retail Frontage (1)
- Permitted Curb Cut-Zone for Parking
- Permitted Curb-Cut Zone for Parking and Loading
- Curb Cut for Public Access Easement

Notes:
(1) Except where retail frontage is delineated as "mandatory" or "optional," retail frontage will be prohibited.

Building Entrance Controls
All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Each building entrance shall be recessed a minimum of 1' from the front wall of the building; it shall be a minimum of 15' and a maximum of 20' wide, and its height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same recess and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to lowrise buildings are permitted on Freedom Place, but shall be no more than 10' wide and 20' high.

Retail Frontage Controls
Streets with mandatory retail frontage shall have a minimum of 85% of such frontage in active retail use. The retail frontage zone is defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 65% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a minimum of 18' by a solid or opaque column with a minimum width of 5'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

© Highest Average Curb Level +50.54'

Building Envelope Controls

Building Envelope

- Lowrise Zone
- Base Zone: Midrise
- Base Zone: Transition
- Tower Zones: A/B

Tower Dimensional Controls	Maximum Tower Dimension		Maximum Continuous Tower Face	
	Parcel A	Parcel B	Parcel A	Parcel B
Tower Zone: A	90'	175'	37'	75'
Tower Zone: B	80'	85'	37'	75'
Tower Zone: Top	80'	85'	NA	NA

Maximum Zoning Floor Area in Tower Zones for Zoning Lot A/B: 333,700 SF

General Note:
All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.
NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION
1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD
Richard Anderson, Regional Plan Association
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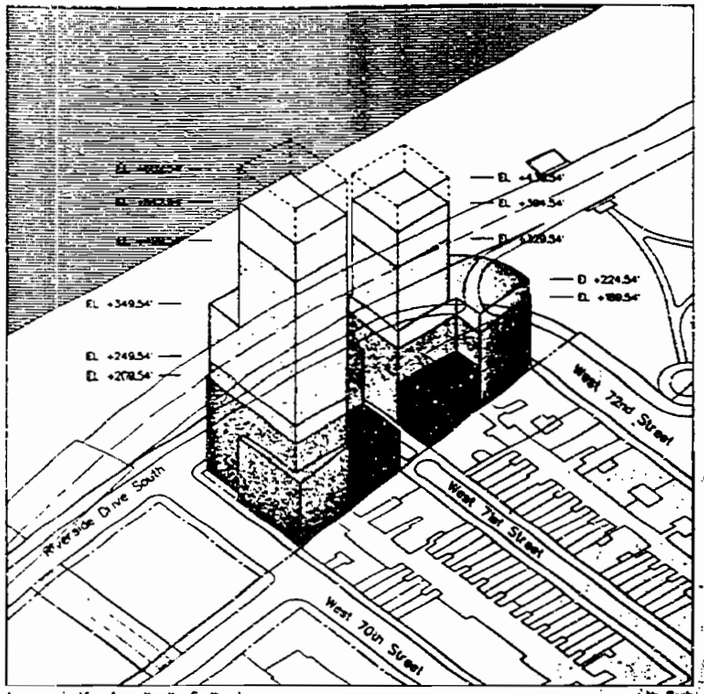
Civil Engineer
HNTB

REEL 1934 PG 0196

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.
NA – Not Applicable

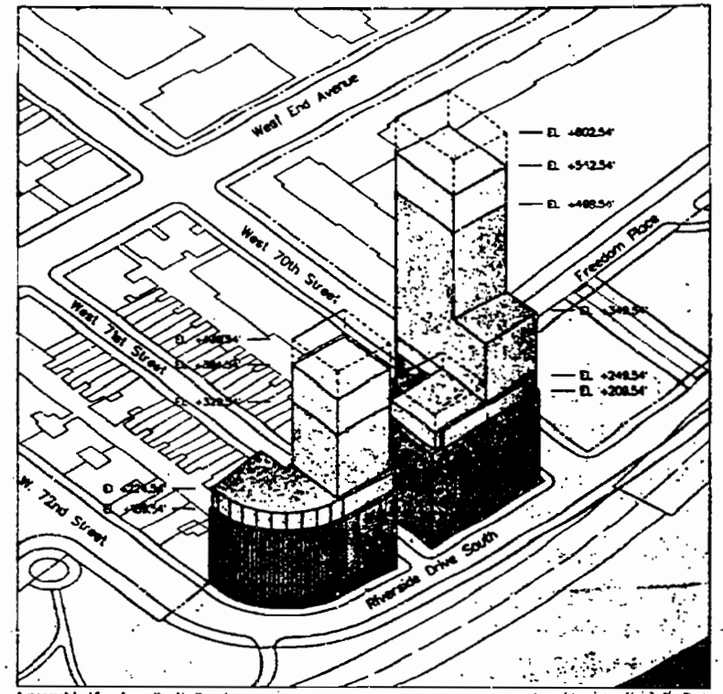


Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

	Lot A/B		Parcel A	Parcel B
Lowrise Zone	45'–75'	Tower Zone: A	270'	440'
Base Zone: Midrise	135'–150' (or 15 stories, whichever is less)	Tower Zone: B	+335'/32 st.	+463'/48 st.
Base Zone: Transition	150'–180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)		

General Notes:
Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z–18.
The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.
* – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.



Axonometric View from the Northwest — No Scale

Building Envelope Diagram with Height Controls

	Lot A/B		Parcel A	Parcel B
Lowrise Zone	45'–75'	Tower Zone: A	270'	440'
Base Zone: Midrise	135'–150' (or 15 stories, whichever is less)	Tower Zone: B	+335'/32 st.	+463'/48 st.
Base Zone: Transition	150'–180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)		

General Notes:
Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z–18.
The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.
* – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

Transportation Engineer
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Ventilation Consultant
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Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
4	28 Oct 1992	
3	1 July 1992	
2	11 May 1992	
1	13 Apr 1992	

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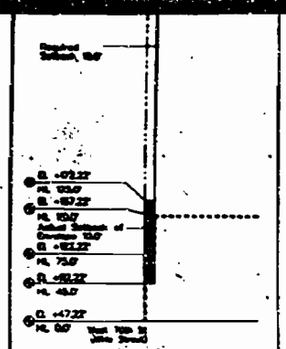
Zoning Lot A/B

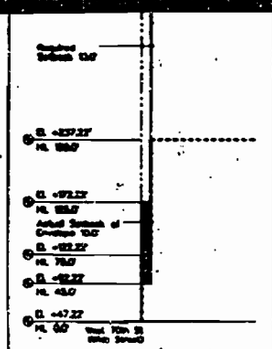
Urban Design Controls

Date: 1 February 1992
Project No.: SOM/PW 1020
Sheet No.: Z–17

REEL 1934 PG 0197
Reel 1934 PG 0197



Section A-A



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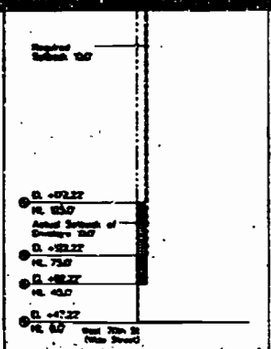

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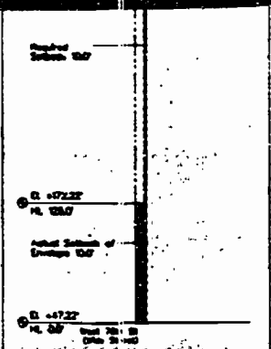
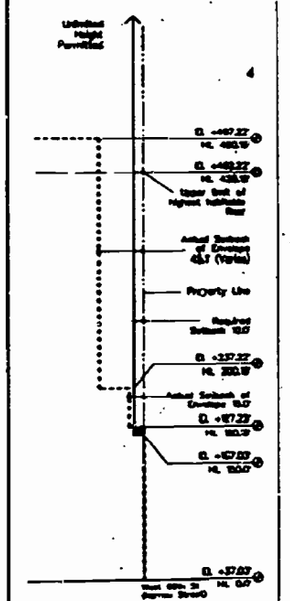
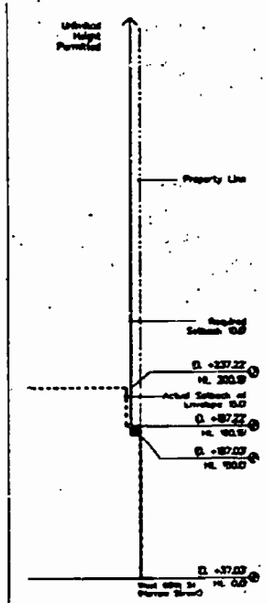


Section D-D

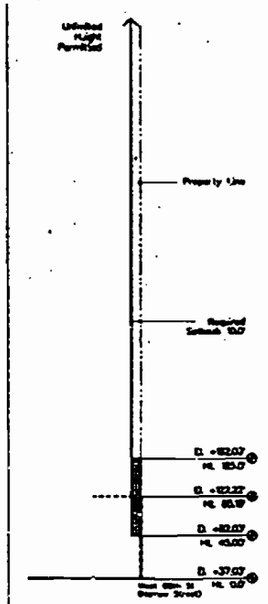
West 68th Street Curb Level Established at El. +37.03'



Section J-J



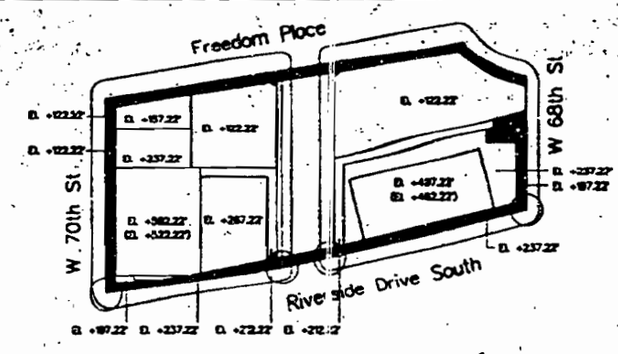
Section K-K



Section L-L

REEL 1934 PG 0198

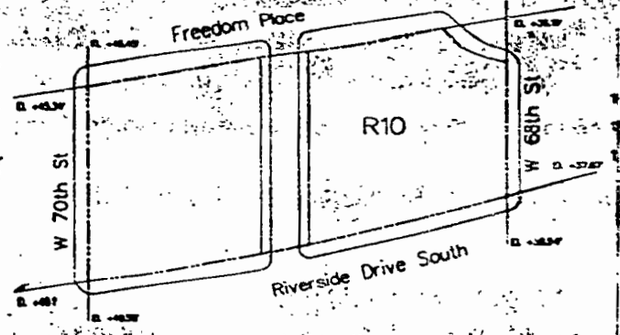
REEL 1 9 3 4 PG 0 1 9 9



Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (4282.98 SF)
- Negative Street Wall Encroachment (1869.65 SF)
- Standard Negative Encroachment At Corners (20' X 20' Max.)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.



Curb Level Calculations

West 70th Street Frontage
45.34' + 49.10' = 94.44'/2 = 47.22'
Average Curb Level for West 70th Street frontage is established at El. +47.22'

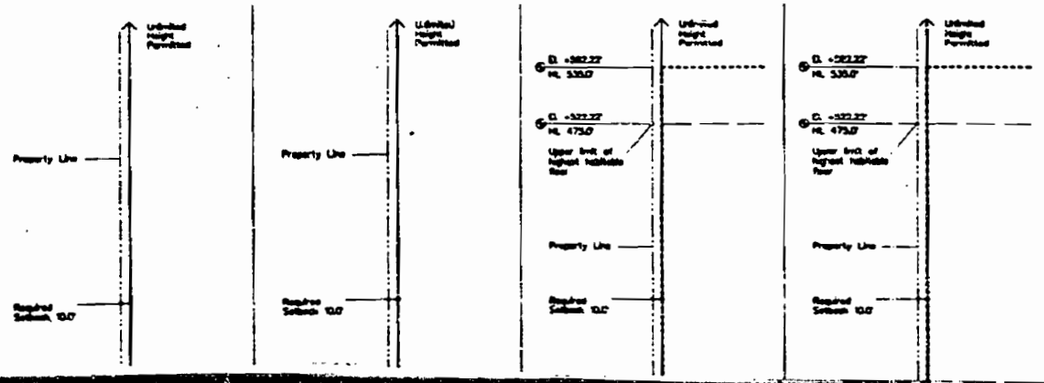
Riverside Drive South Frontage
49.58' + 38.54' = 88.12'/2 = 44.06'
Average Curb Level for Riverside Drive frontage is established at El. +44.06'

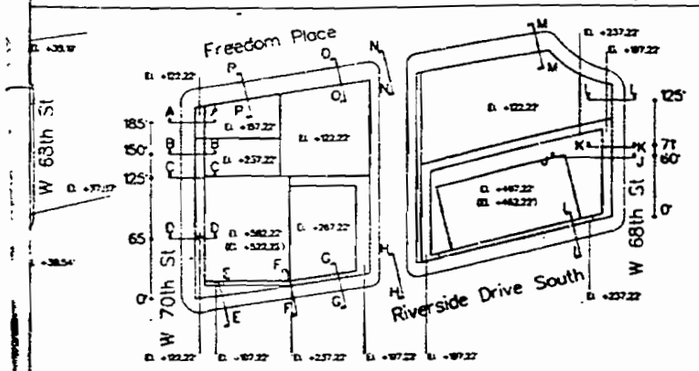
West 68th Street Frontage
36.19' + 37.87' = 74.06'/2 = 37.03'
Average Curb Level for West 68th Street frontage is established at El. +37.03'

Freedom Place Frontage
45.45' + 36.19' = 81.64'/2 = 40.82'
Average Curb Level for Freedom Place frontage is established at El. +40.82'

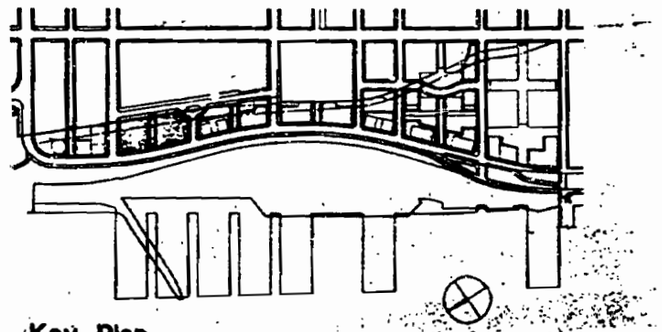
West 70th Street

Curb Level Established at El. +47.22'





Section Key



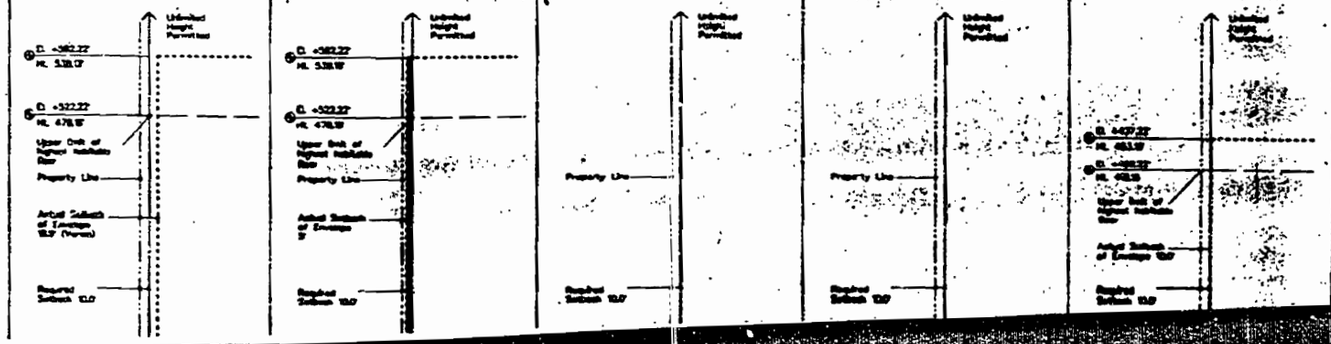
Key Plan

Zoning Lot C/D

Zoning Lot Area	87,756.49 SF
Zoning District	R10, Permitting 10 FAR
Maximum Allowable Floor Area	877,564.90 SF
Maximum Floor Area Provided	[illegible] SF

Note: 112,938.10 SF of zoning floor area will be transferred to Zoning Lot C/D from Zoning Lot L/M/N. See Sheet Z-8

Riverside Drive South Curb Level Established at El. +44.06'



Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Heinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce N. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

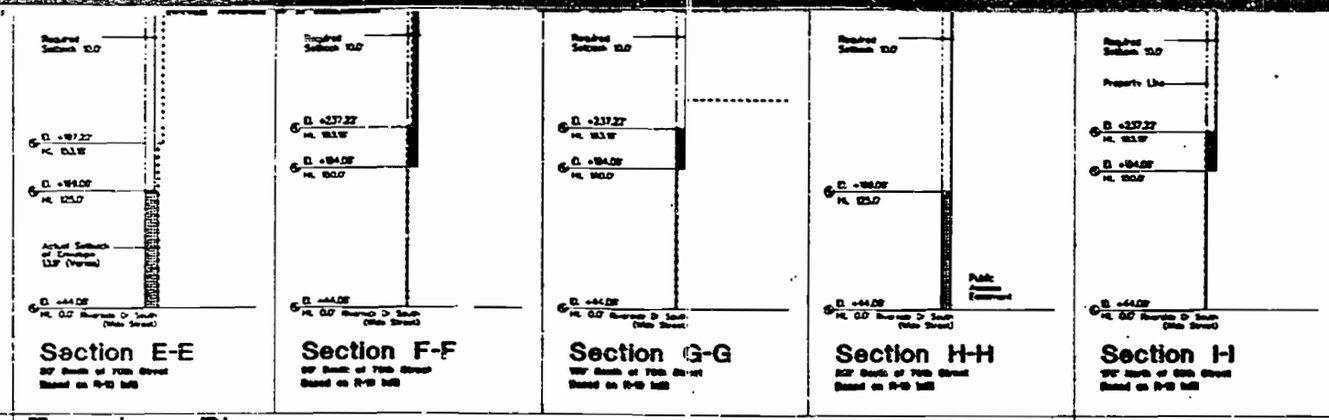
Developer
THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

Transportation Engineer
PHILIP HABIB & ASSOCIATES
30 West 26th St., New York, NY 10001

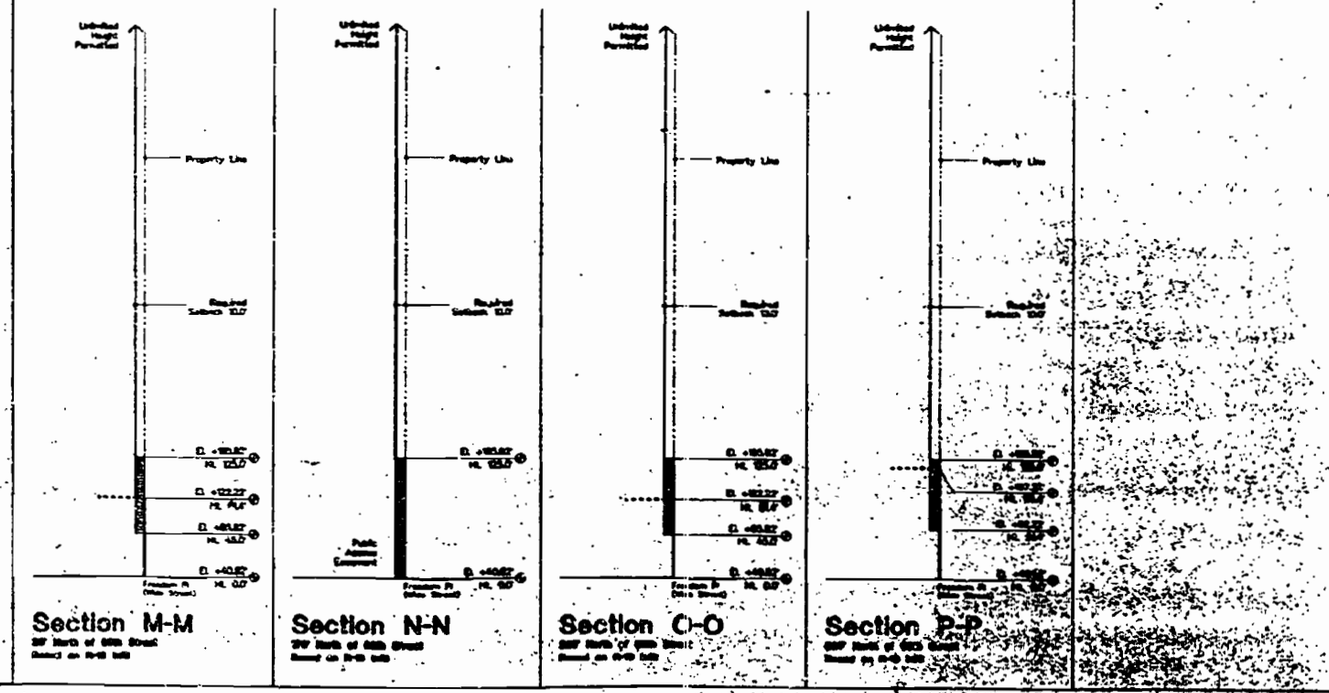
Civil Engineer
HNTB
[illegible]

REEL 1934 PG 0200



Freedom Place

Curb Level Established at El. +40.82'



Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.75' above the USC&GS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	21 Oct 1992	
3	16 Oct 1992	
2	11 May 1992	
1	15 Apr 1992	

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Zoning Lot C/D Zoning Compliance

(ULURP Attachments 3 & 4)

Date: 1 February 1992
Project No.: 2002/PW 91104
Sheet No.: Z-18
Scale: 1" = 60'-0"

REEL 1934 PG 0201

REEL 1934 PG 0202

Remains in the mandatory front building wall of Streetwall Type B buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of remains at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a remain shall be 10', and no front wall remain is permitted within 30' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall remain is open to the sky and is less than 30' wide, such remain shall be at least twice as wide as it is deep. Building entrance remains are permitted provided they are no higher than the level of the second story ceiling.

Column Controls

Remains in the mandatory front building wall of Streetwall Type J buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of remains at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a remain shall be 10', and no front wall remain is permitted within 30' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall remain is open to the sky and is less than 30' wide, such remain shall be at least twice as wide as it is deep. Building entrance remains are permitted provided they are no higher than the level of the second story ceiling.

TOWER* CONTROLS

Tower Envelope Controls

The tower envelopes are divided into three zones to provide relief to the zone of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the transition zone or midrise zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not contain any missing floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal contours below it.

Tower Building Controls - Maximum Tower Dimensions

Within the tower envelopes defined, maximum dimensions for tower lengths (n) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal contours below it.

Continuous Tower Face

The length of the maximum continuous tower face is established beyond which length it shall be relieved by a recess between 5' and 8' in depth. Because of the varying zones of the tower envelopes, the maximum continuous tower face dimensions have been established on a parcel-by-parcel basis.

Continuity of Materials

All faces of each tower must be given equal finish treatment and articulation.

Tower Tops

All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and vertical proportion as they rise from their base at the upper limit of the highest habitable floor to their full height. The building materials used in tower tops shall be used elsewhere in the exterior facade of the building.

Zoning Floor Area Performance

A maximum tower floor area has been established by zoning lot.

*Note: The term "tower" as used in these design controls refers to a high rise building configuration and not the term as used and defined in the Zoning Resolution.

STREETWALL TYPE H

Setbacks

The front building wall of all Streetwall Type H buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted remains and corner controls). Between 125' and 150', the front building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above 150', the front wall shall set back a minimum of 10', for the full height of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is the portion of Streetwall Type H located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 30% of the length of the front wall, provided however, that such projection may not be located within 30' of the intersection of two street lines.

Base Zone Controls

The Base Zone for Streetwall Type H is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be zone or not zone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a vertical of zone or not zone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Remains Controls

Remains in the mandatory front building wall of Streetwall Type H buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of remains at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a remain shall be 10', and no front wall remain is permitted within 30' of the intersection of two street lines. When a front wall remain is open to the sky and is less than 30' wide, such remain shall be at least twice as wide as it is deep. Building entrance remains are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE J

Setbacks

The front building wall of all Streetwall Type J buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 150' (except for permitted remains and corner controls). Between 150' and 150', the front wall may set back, if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back a minimum of 15', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type J is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be zone or not zone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a vertical of zone or not zone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

STREETWALL TYPE C

Setbacks

The front building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 65'. Between 65' and 75', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope. No remains shall be permitted below the initial setback except for permitted and required corner controls.

Base Zone Controls

The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be zone or not zone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a vertical of zone or not zone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

STREETWALL TYPE D

Setbacks

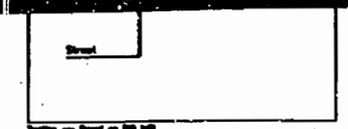
The front building wall of all Streetwall Type D buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 65' (except for permitted remains and required corner controls). Between 65' and 75', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type D is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be zone or not zone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a vertical of zone or not zone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

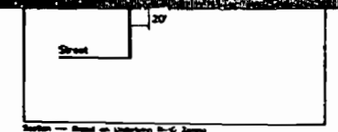
Remains Controls

Front wall remains are mandated along Streetwall Type D, but may not occur within 30' of Streetwall Type B or C, or within 30' of the intersection of two street, or a street and a public access easement. The aggregate length of remains at any level of the building shall not be more than 30% nor less than 30% of the length of the front wall. The length of a remain shall not exceed 30', and the depth of a remain shall be a minimum of 5' and a maximum of 10'. When a front wall remain is open to the sky, such remain shall be at least twice as wide as it is deep.



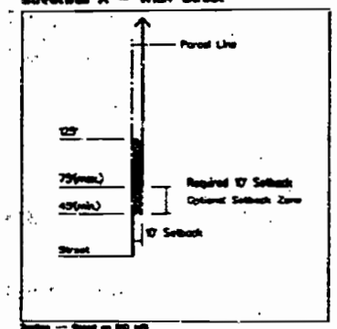
Section — Based on RID 1-R1

Streetwall A — Wide Street



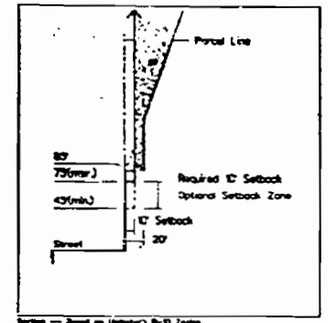
Section — Based on Underlying R-10 Zoning

Streetwall B — Narrow Street



Section — Based on RID 1-R1

Streetwall C — Wide Street



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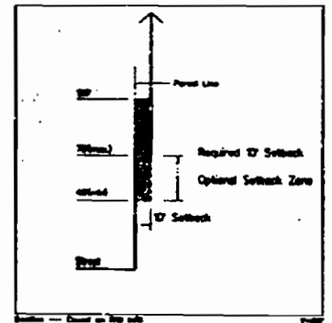
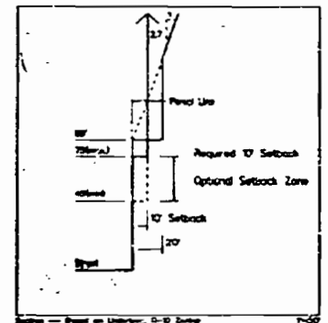
Streetwall C — Narrow Street



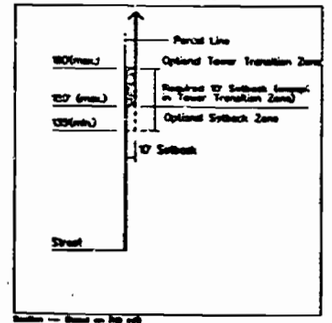
Section — Based on RID 1-R1

Streetwall D — Wide Street



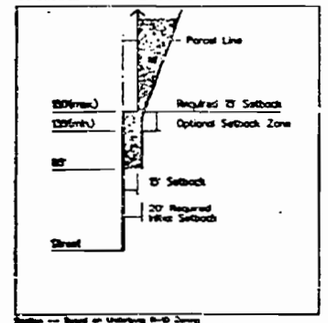
Section — Based on Underlying R-10 Zoning

Streetwall D — Narrow Street



Section — Based on RID 1-R1

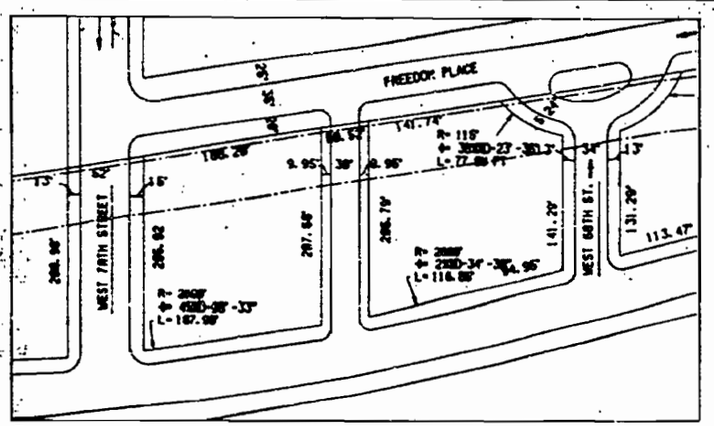
Streetwall A — Wide Street



Section — Based on Underlying R-10 Zoning

Streetwall J — Narrow Street

REEL 1934 PG 0203



Plan

Site Plan and Dimensions

Urban Design Control Notes

STREETWALL TYPE A

Setbacks

The front building wall of all Streetwall Type A buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front building wall may set back, if such a setback occurs, it shall be a minimum of 5' deep. Above 150', the front wall shall set back a minimum of 5', for the full height of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type A located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 50% of the length of the front wall, provided however, that such projection may not be located within 20' of the intersection of two street lines.

Base Zone Controls

The Base Zone for Streetwall Type A is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be more or less mass. Under no circumstance shall the surface characteristics of the front wall material contrast without interruption, material change, surface or manure relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a reversible of more or less mass from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type A buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines. When a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE B

Setbacks

The front building wall of all Streetwall Type B buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front wall may set back, if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back an average of 10', for the full height of the building envelope.

Base Zone Controls

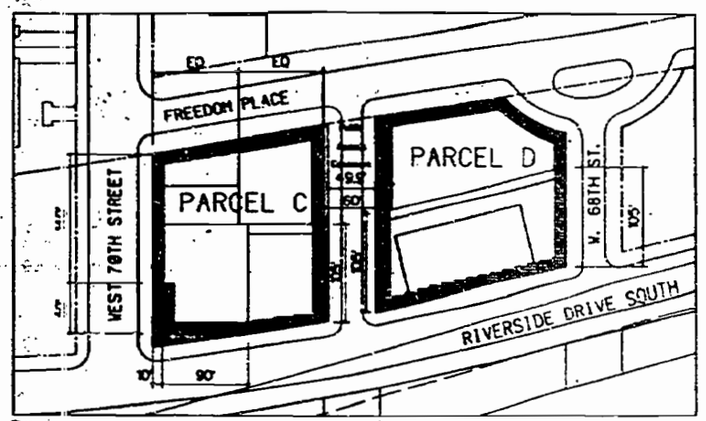
The Base Zone for Streetwall Type B is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be more or less mass. Under no circumstance shall the surface characteristics of the front wall material contrast without interruption, material change, surface or manure relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a reversible of more or less mass from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type B buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type J buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.



Plan

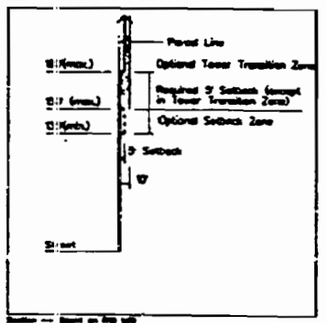
Streetwall Controls

- Mandatory Streetwall Type A (Riverside Drive South Streetwall)
- Mandatory Streetwall Type B (Cross Street Streetwall)
- No Bulk Zone Above Grade
- Mandatory Streetwall Type C (Midrise Stepping Streetwall)
- Mandatory Streetwall Type D (Lawrie Streetwall)
- Mandatory Streetwall Type H (Riverside Drive South Streetwall)
- Mandatory Streetwall Type J (Cross Street Streetwall)

Generic Streetwall Encroachment Diagrams

(For Locations of Specific Waivers, See Sheet Z-10)

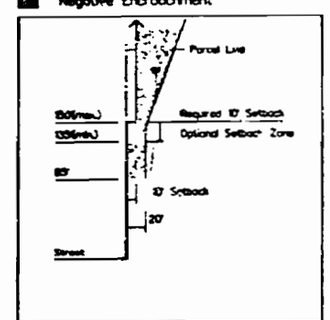
Positive Encroachment



Section — Based on Fig. 5-10

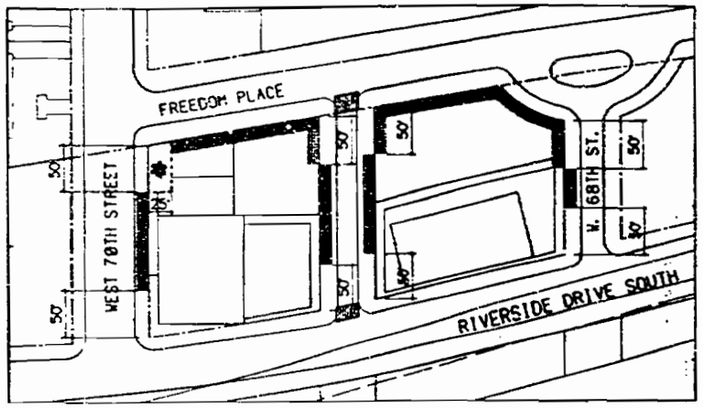
Streetwall A — Wide Street

Negative Encroachment



Section — Based on Underlying R-10 Zoning

Streetwall B — Narrow Street



Plan

Ground Floor Controls

- Optional Retail Frontage (1)
- Mandatory Retail Frontage (1)
- Permitted Curb Cut-Zone for Parking
- Permitted Curb-Cut Zone for Parking and Loading (1)
- Curb Cut for Public Access Easement (1)
- Area within which an easement for two 8' wide minimum stairs and an elevator, if required for handicapped access, will be located providing access to Light Rail Easement and commuter rail station below.

Notes:

(1) Except where retail frontage is delineated as "mandatory" or "optional" retail frontage will be prohibited.

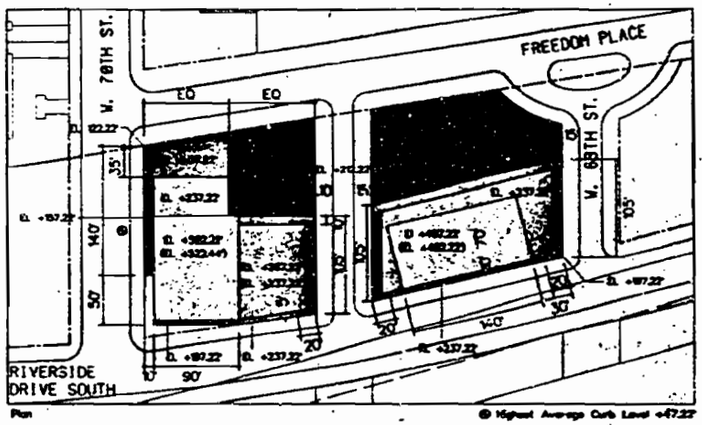
(2) Certification is requested to permit one curb cut each on Riverside Drive South, Freedom Place, and West 70th Street, pursuant to Section 26-07 of the Zoning Resolution.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Such building entrance shall be recessed a minimum of 1' from the front wall of the building; it shall be a minimum of 15' and a maximum of 30' wide, and its height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same recess and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrance on Freedom Place. However, entrances to lowrise buildings are permitted on Freedom Place, but shall be no more than 10' wide and 30' high.

Retail Frontage Controls

Streets with mandatory retail frontage shall have a minimum of 85% of such frontage in active retail use. The retail frontage zone is defined as that zone of the front building wall between a minimum height of 15' and a maximum height of 30' above the adjacent sidewalk level. A minimum of 85% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a minimum of 10' by a solid or opaque column with a minimum width of 5'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

(1) Highest Average Curb Level +47.22'

Building Envelope Controls

Building Envelope

- Lowrise Zone
- Base Zone: Midrise
- Base Zone: Transition
- Tower Zones: A/B

Tower Dimensional Controls	Maximum Tower Dimension Parcel C	Maximum Tower Dimension Parcel D	Maximum Continuous Tower Face Parcel C	Maximum Continuous Tower Face Parcel D
Tower Zone: A	100'	105'	90'	105'
Tower Zone: B	100'	100'	80'	100'
Tower Zone: Top	100'	100'	NA	NA

Maximum Zoning Floor Area in Tower Zones on Zoning Lot C/D: 342,000 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catherine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Fong & Associates

220 East 42nd St., New York, NY 10017

Transportation Engineer

PHILIP HABIB & ASSOCIATES
30 West 39th St., New York, NY 10001

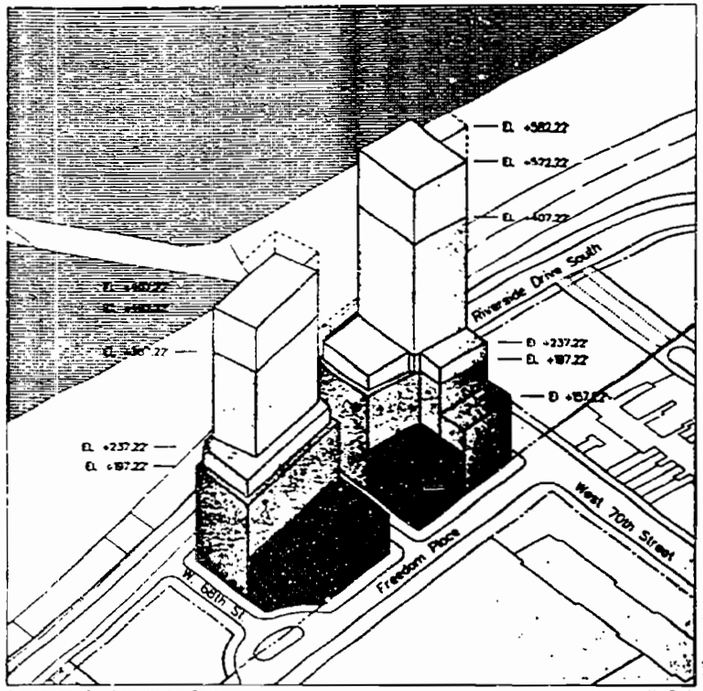
Civil Engineer

ENTB
333 7th Ave., New York, NY 10001

Marine Consultant

REEL 1934 PG 0204

of 50% of each retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a maximum of 10' by a solid or opaque column with a maximum width of 3'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

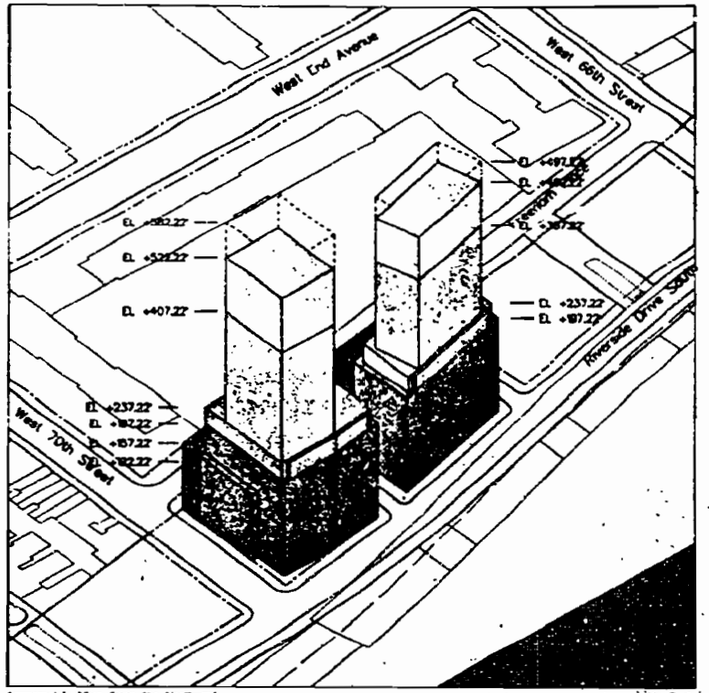
	Lot C/D		Parcel C	Parcel D
Lowrise Zone	45'-75'	Tower Zone: A	382'	340'
Base Zone: Midrise	135'-150' (or 15 stories, whichever is less)	Tower Zone: B	+475'/46 st.	+415'/40 st.
Base Zone: Transition	150'-180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-18.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.



Axonometric View from the Northeast — No Scale

Building Envelope Diagram with Height Controls

	Lot C/D		Parcel C	Parcel D
Lowrise Zone	45'-75'	Tower Zone: A	382'	340'
Base Zone: Midrise	135'-150' (or 15 stories, whichever is less)	Tower Zone: B	+475'/46 st.	+415'/40 st.
Base Zone: Transition	150'-180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-18.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

Civil Engineer
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Marine Consultant
Oiko Engineering
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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
5	31 Oct 2002	
4	30 Oct 2002	
3	1 July 2002	
2	14 May 2002	
1	23 Apr 2002	

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Zoning Lot C/D

Urban Design Controls

Date	Project No.
1 February 2002	2001/FY 2002

Sheet No.

Z-19

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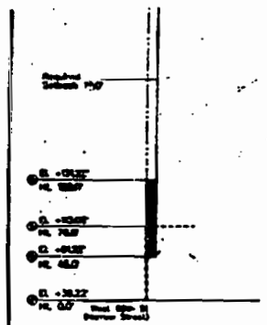
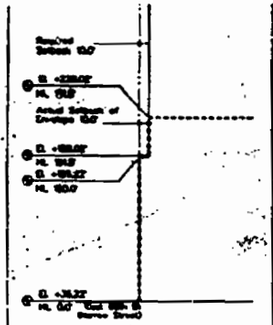
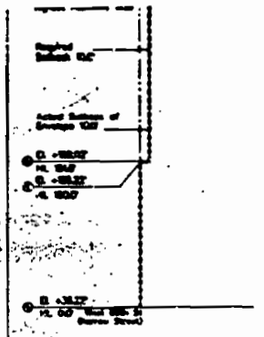
REEL 1934 PG 0206



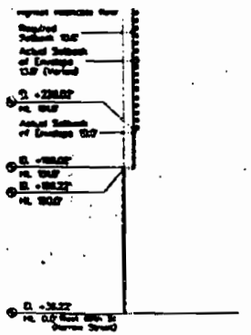
Section A-A



Section B-B



Section C-C

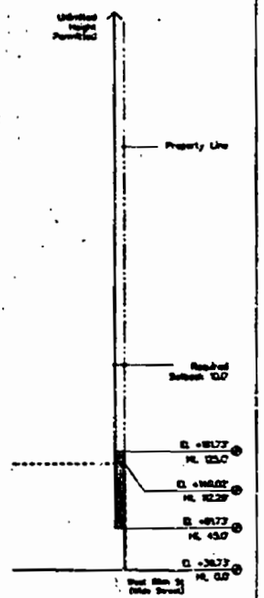


Section D-D

West 66th Street Curb Level Established at El. +36.73'

Waiver No Longer Required at Section H

Waiver No Longer Required at Section J-J

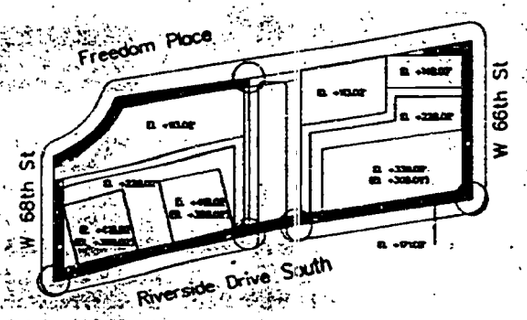


Section H

Section J-J

Section K-K

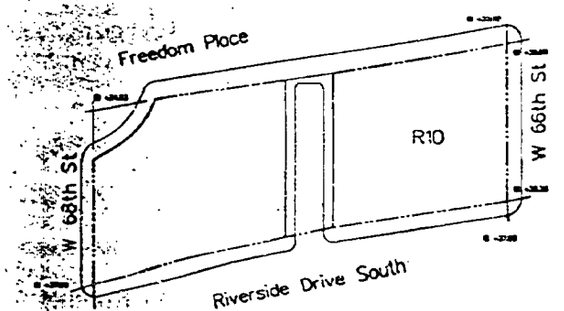
REEL 1934PG0207



Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (1,329.0 SF)
- Negative Street Wall Encroachment (4,013.20 SF)
- Standard Negative Encroachment At Corners (20' X 20' Max.)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.



Curb Level Calculations

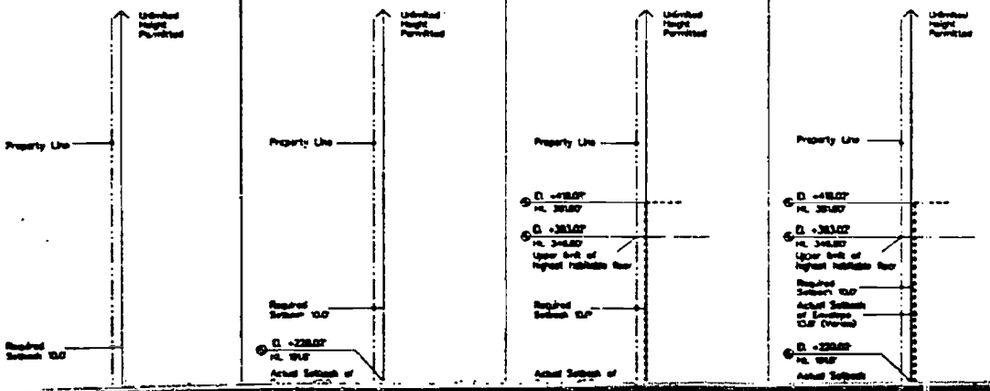
West 68th Street Frontage
34.53' + 37.90' = 72.43/2 = 36.215'
Average Curb Level for West 68th Street frontage is established at El. +36.22'

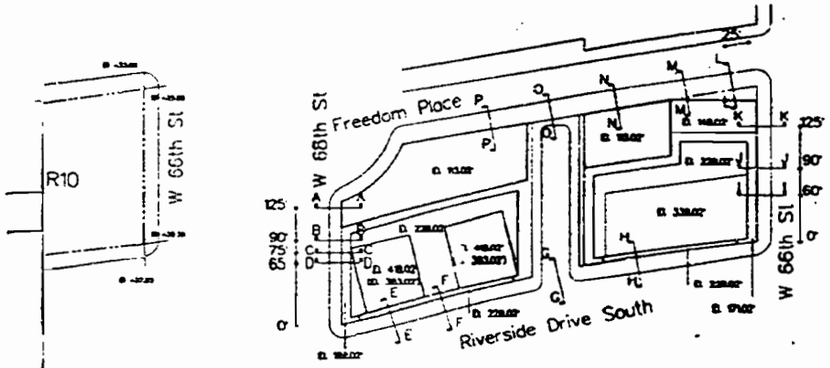
Riverside Drive South Frontage
38.23' + 37.80' = 76.03/2 = 38.015'
Average Curb Level for Riverside Drive South frontage is established at El. +38.0

West 66th Street Frontage
35.08' + 38.38' = 73.46/2 = 36.73'
Average Curb Level for West 66th Street frontage is established at El. +36.73'

Freedom Place Frontage
34.53' + 33.00' = 67.53/2 = 33.765'
Average Curb Level for Freedom Place frontage is established at El. +33.77'

West 68th Street Curb Level Established at El. +36.22'





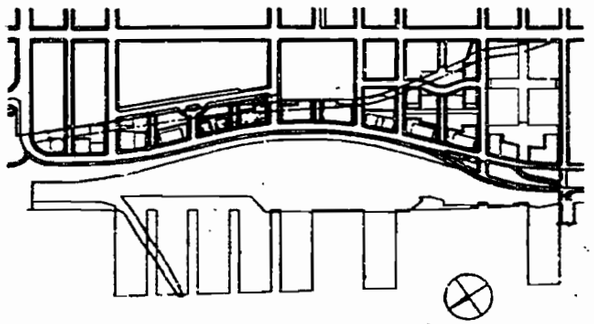
Section Key

is established at El. +36.22'

stage is established at El. +36.02'

is established at El. +36.73'

established at El. +33.77'



Key Plan

Zoning Lot E/F

Zoning Lot Area	72,299.48 SF
Zoning District	R10, Permitting 10 FAR
Maximum Allowable Floor Area	722,994.80 SF
Maximum Floor Area Provided	795,800.00 SF

Note: 72,805.20 SF of zoning floor area will be transferred to Zoning Lot E/F from Zoning Lot L/M/N. See Sheet Z-8

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

5535 Avenue of the Americas
New York, NY 10023

Richard A. Kahan, Chairman
Catherine Cary, Vice President

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PHILIP HABIB & ASSOCIATES
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Civil Engineer
HNTB
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Marine Consultant
Olico Engineering
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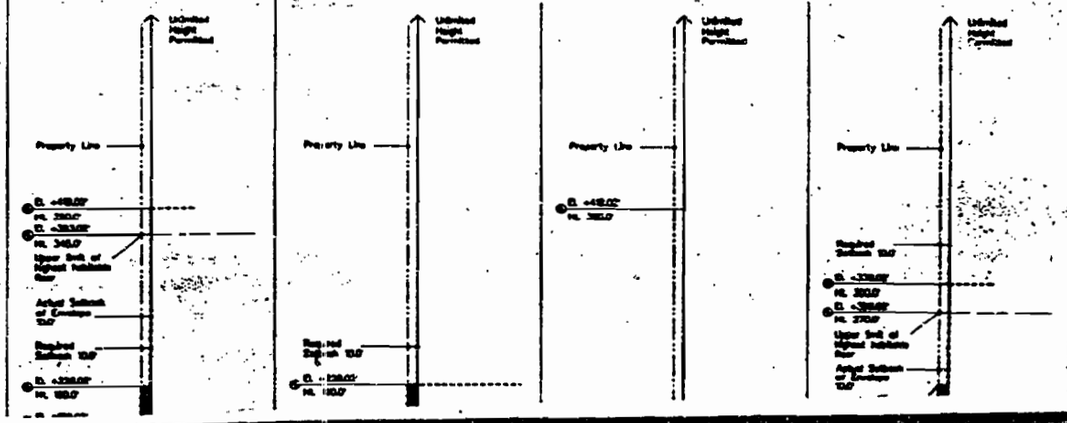
Riverside Drive South Curb Level Established at El. +38.02'



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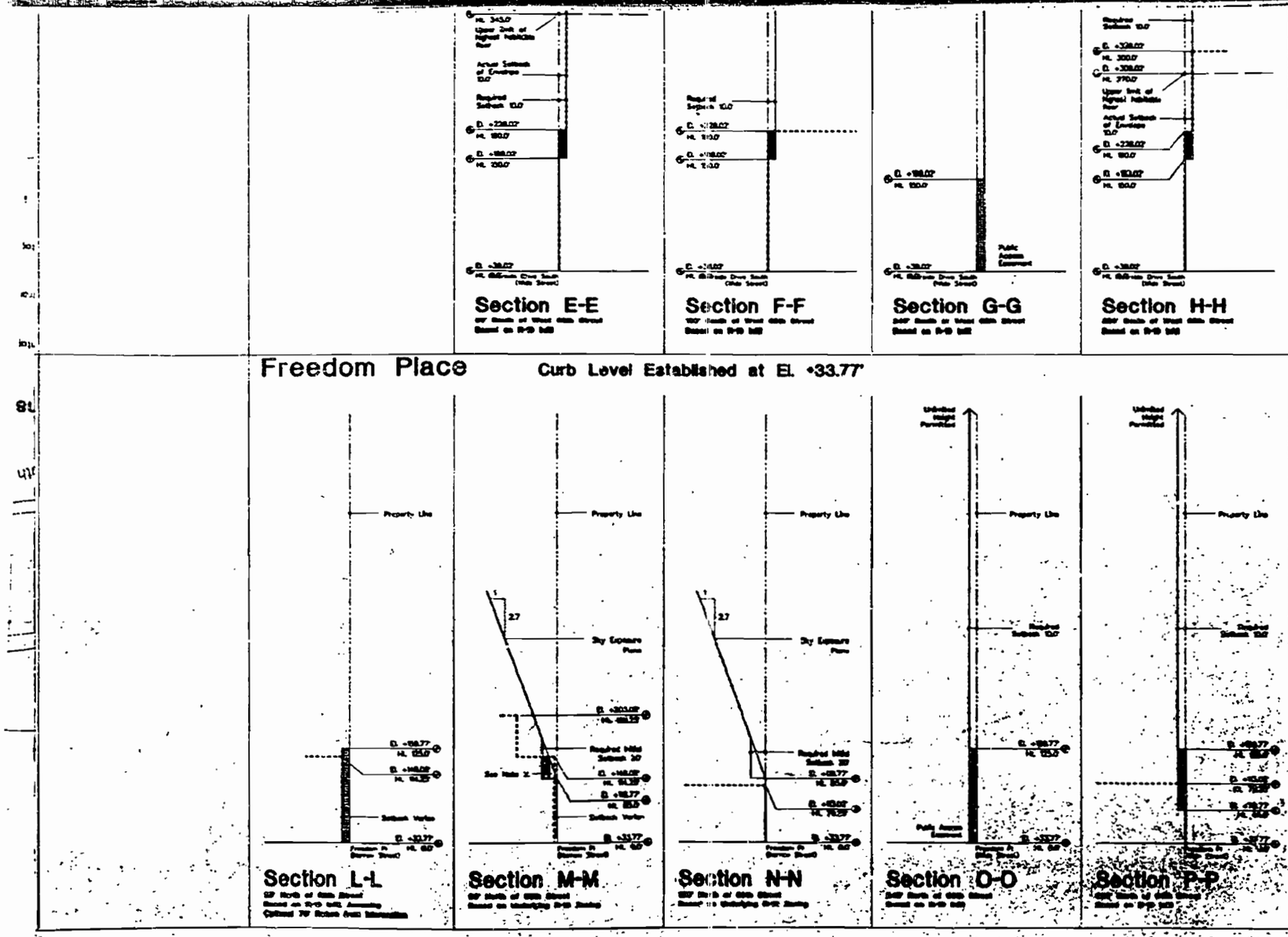

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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown herein are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.76' above the USCAGS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	31 Oct 1982	
3	16 Oct 1982	
2	13 May 1982	
1	19 Apr 1982	

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Zoning Lot E/F Zoning Compliance

(ULURP Attachments 3 & 4)

Date: 1 February 1982
Project No.: SOM/PW 1980
Sheet No.: Z-20
Scale: 1" = 20'-0"

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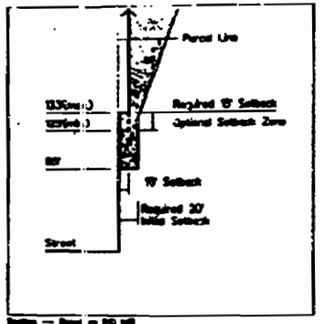
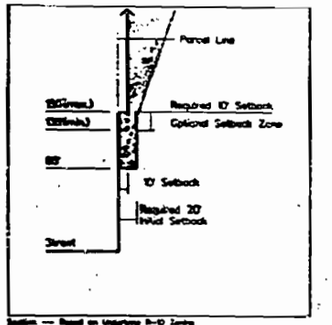
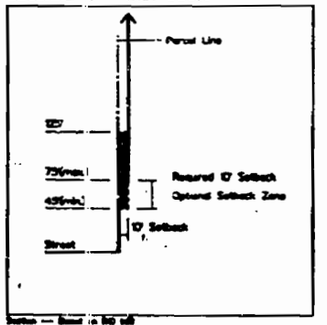
REEL 1934PG0210



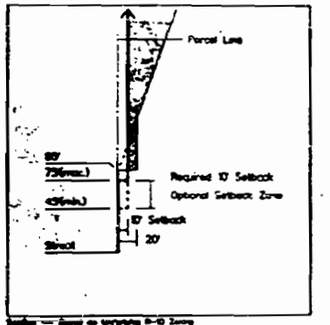
Streetwall C — Wide Street



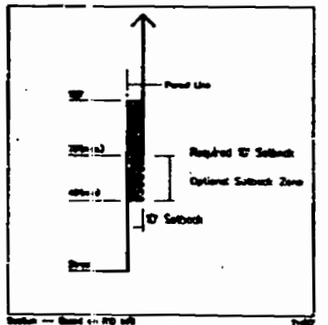
Streetwall B — Narrow Street



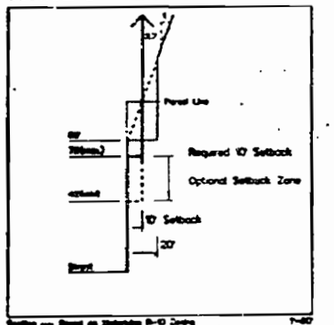
Streetwall C — Wide Street



Streetwall C — Narrow Street

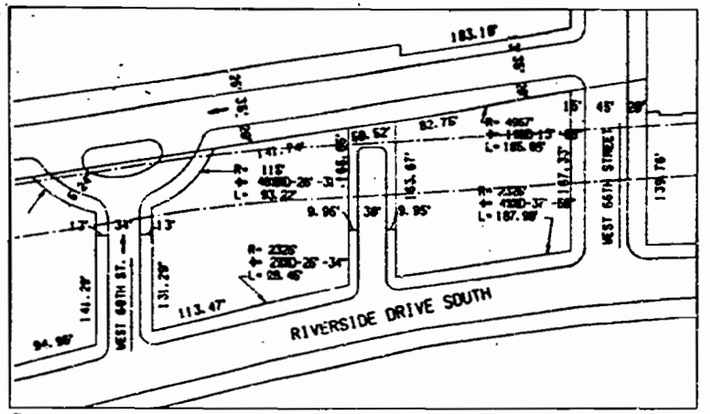


Streetwall D — Wide Street



Streetwall D — Narrow Street

REEL 1934 PG 0211



Plan

Site Plan and Dimensions

Urban Design Control Notes

STREETWALL TYPE B

Definition

The Street building wall of all Streetwall Type B buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 120' (except for permitted recesses and corner streetwalls). Between 120' and 130', the Street wall may set back, if such a setback occurs, it shall be an average of 10' deep. Above 130', the Street wall shall set back an average of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type B is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access connection, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be transparent. Under no circumstances shall the surface characteristics of the Street wall (material omission without interruption, recessed design, surface or texture relief from the body of the building through the base zone or grade. Except for building entrances, the base will have a comparable of zones or not more than the grade of the adjacent sidewalk up to a maximum of 10' and a maximum of 4' above that grade.

Recess Controls

Between in the mandatory Base building wall of Streetwall Type B buildings shall be permitted where the ceiling of the third floor or 30', whichever is greatest. Moreover, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the Street wall. The maximum depth of a recess shall be 10', and no Street wall recess is permitted within 15' of the intersection of two street lines, or within 30' of a Type D Streetwall. Where a Street wall recess is open to the sky and is less than 30' wide, such recess shall be at least recess or wide as it is deep. Building recesses recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE C

Definition

The Street building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 60', (between 60' and 70) the Street building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 70', the Street wall shall set back a minimum of 10', for the full height of the building envelope. No recesses shall be permitted below the initial setback except for permitted and required corner courtyards.

Base Zone Controls

The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access connection, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be transparent. Under no circumstances shall the surface characteristics of the Street wall (material omission without interruption, recessed design, surface or texture relief from the body of the building through the base zone or grade. Except for building entrances, the base will have a comparable of zones or not more than the grade of the adjacent sidewalk up to a maximum of 10' and a maximum of 4' above that grade.

STREETWALL TYPE D

Definition

The Street building wall of all Streetwall Type D buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 60' (except for permitted recesses and corner courtyards). Between 60' and 70', the Street building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 70', the Street wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type D is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access connection, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be transparent. Under no circumstances shall the surface characteristics of the Street wall (material omission without interruption, recessed design, surface or texture relief from the body of the building through the base zone or grade. Except for building entrances, the base will have a comparable of zones or not more than the grade of the adjacent sidewalk up to a maximum of 10' and a maximum of 4' above that grade.

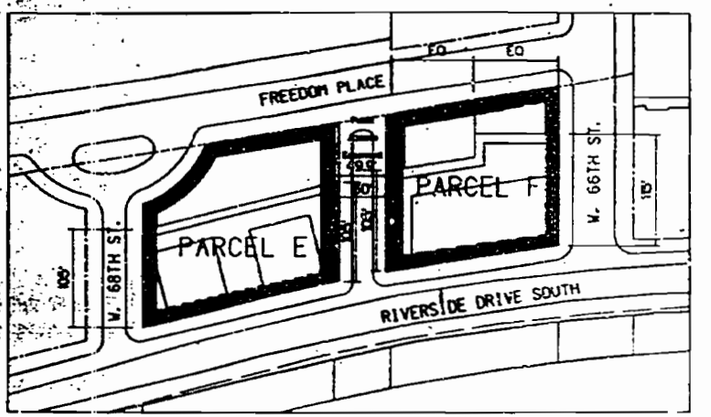
Recess Controls

Recess will recesses are permitted along Streetwall Type D, but may not occur within 30' of the Streetwall Type B or C, or within 30' of the intersection of two streets, or a street and a public access connection. The aggregate length of recesses at any level of the building shall not be more than 30% of the length of the Street wall. The length of a recess shall not exceed 30', and the depth of a recess shall be a minimum of 5' and a maximum of 10'. Where a Street wall recess is open to the sky, such recess shall be at least recess or wide as it is deep.

STREETWALL TYPE H

Definition

The Street building wall of all Streetwall Type H buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 120' (except for



Plan

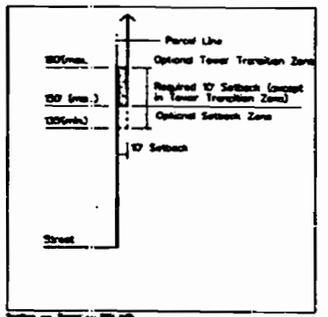
Streetwall Controls

- Mandatory Streetwall Type B (Drive Street Streetwall)
- Mandatory Streetwall Type C (Bellaire Shopping Streetwall)
- No Build Zone Above Grade
- Mandatory Streetwall Type D (Lawnton Streetwall)
- Mandatory Streetwall Type H (Riverside Drive South Streetwall)
- Mandatory Streetwall Type I (Riverside Drive South Streetwall)
- Mandatory Streetwall Type K (Drive Street Streetwall)

Generic Streetwall Encroachment Diagrams

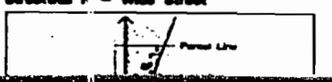
(For Locations of Specific Waivers, See Sheet Z-202)

Positive Encroachment

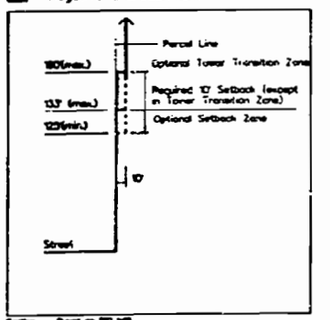


Section — Street on 100 wide

Streetwall I — Wide Street

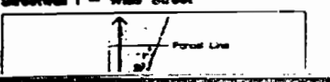


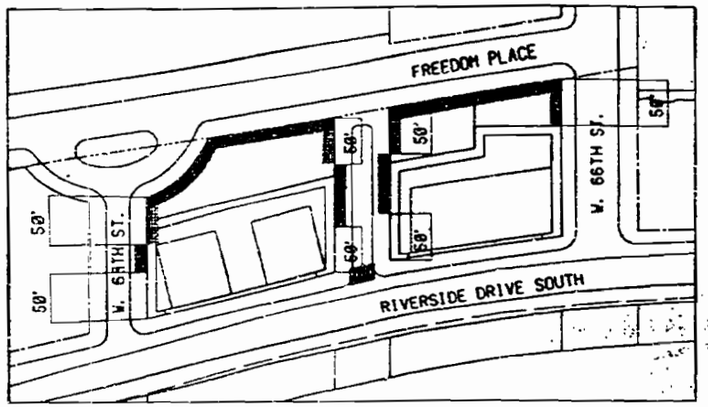
Negative Encroachment



Section — Street on 100 wide

Streetwall I — Wide Street





Plan

Ground Floor Controls

- Optional Retail Frontage (1)
- Mandatory Retail Frontage (1)
- Permitted Curb Cut-Zone for Parking
- Permitted Curb-Cut Zone for Parking and Loading (2)
- Curb Cut for Public Access Easement (1)

Notes:

(1) Except where retail frontage is delineated as "mandatory" or "optional" retail frontage will be prohibited.

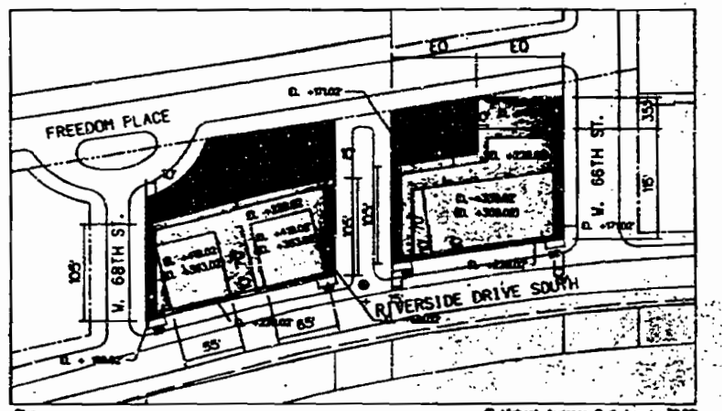
(2) Certification is requested to permit one curb cut on Riverside Drive, pursuant to Section 26-07 of the Zoning Resolution.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Such building entrance shall be recessed a minimum of 1' from the front wall of the building; it shall be a minimum of 10' and a maximum of 20' wide; and its height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same recess and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to service buildings are permitted on Freedom Place, but shall be no more than 10' wide and 20' high.

Retail Frontage Controls

Forms with mandatory retail frontage shall have a minimum of 85% of such frontage in active retail use. The retail frontage zone is defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 65% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a maximum of 18' by a solid or opaque column with a minimum width of 3'. All glass shall be set back from the face of the column at least the inches (8"), except in the case of bay windows.



Plan

© Highest Average Curb Level +38.02'

Building Envelope Controls

Building Envelope

- Lowrise Zone
- Base Zone: Midrise
- Base Zone: Transition
- Tower Zones: A/B

Tower Dimensional Controls	Maximum Tower Dimension		Maximum Continuous Tower Face	
	Parcel E	Parcel F	Parcel E	Parcel F
Tower Zone: A	85'	105'	85'	105'
Tower Zone: B	60'	100'	55'	100'
Tower Zone: Top	60'	100'	NA	NA

Maximum Tower Zoning Floor Area on Zoning Lot E/F: 157,400 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westgate
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
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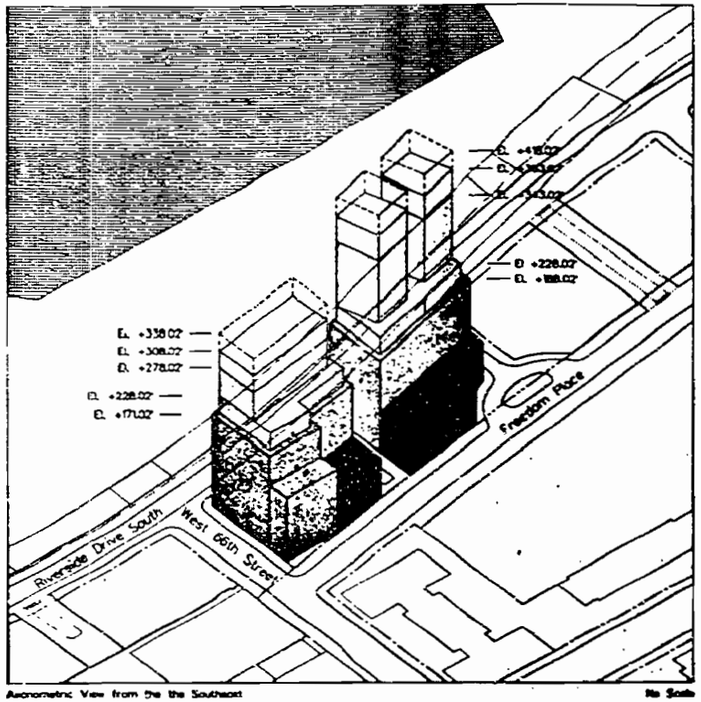
HNTB
203 7th Ave., New York, NY 10001

REEL 1934 PG 0212



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

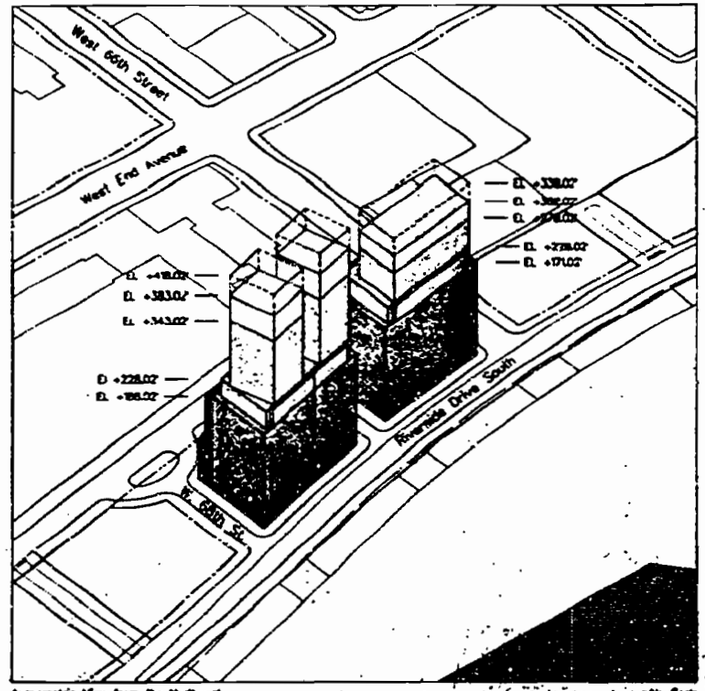
	Parcel E	Parcel F		Parcel E	Parcel F
Lowrise Zone	45'-75'	45'-75'	Tower Zone: A	305'	240'
Base Zone: Midrise	135'-150' (or 15 stories, whichever is less)	125'-133' (or 13 stories, whichever is less)	Tower Zone: B	+345'/33 st.	+270'/27 st.
Base Zone: Transition	150'-180' (or 18 stories, whichever is less)	133'-180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-20.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and eaters), whichever is less.



Axonometric View from the Northwest — No Scale

Building Envelope Diagram with Height Controls

	Parcel E	Parcel F		Parcel E	Parcel F
Lowrise Zone	45'-75'	45'-75'	Tower Zone: A	305'	240'
Base Zone: Midrise	135'-150' (or 15 stories, whichever is less)	125'-133' (or 13 stories, whichever is less)	Tower Zone: B	+345'/33 st.	+270'/27 st.
Base Zone: Transition	150'-180' (or 18 stories, whichever is less)	133'-180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-20.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and eaters), whichever is less.

Civil Engineer
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Olko Engineering
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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
5	21 Oct 1999	
4	18 Oct 1999	
3	1 July 1999	
2	11 May 1999	
1	13 Apr 1999	

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Zoning Lot E/F

Urban Design Controls

Date: 1 February 1999

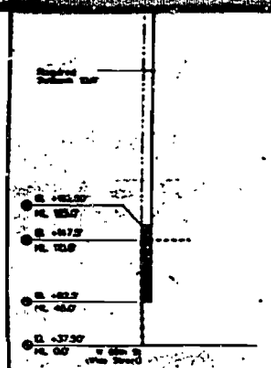
Project No.: 0001/PG 0203

Sheet No.: Z-21

Scale 1"=50' unless noted otherwise

REEL 1934 PG 0213

REEL 1934 PG 0217



Section A-A

Withdrawn, Section B-B is No Longer Required

Section B-B

Withdrawn, Section C-C is No Longer Required

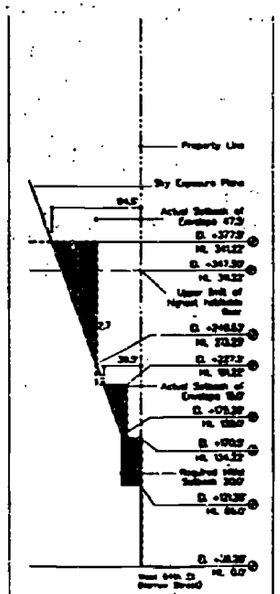
Section C-C

West 64th Street

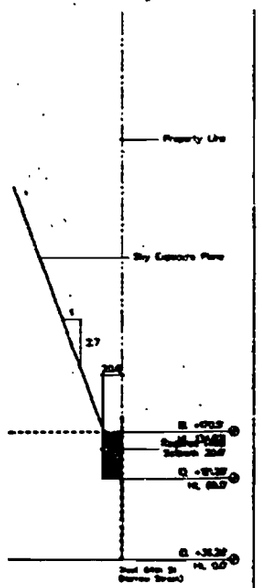
Curb Level Established at El. +36.28'

Waiver Request Withdrawn, Section H-H is No Longer Required

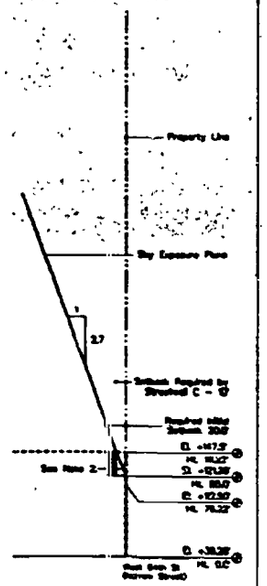
Section H-H



Section I-I

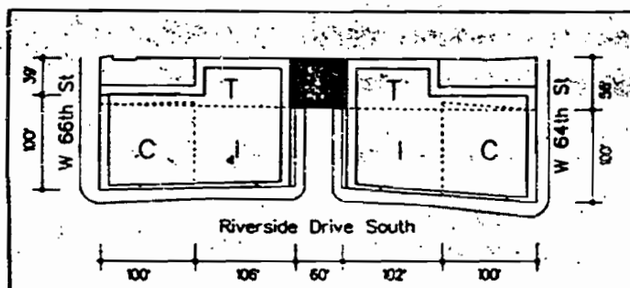


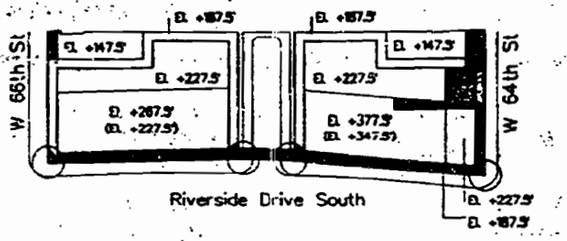
Section J-J

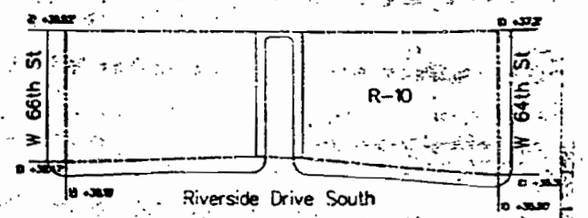


Section K-K

REEL 1934 PG 0215







Rear Yard Compliance

- Required Rear Yard or Rear Yard Equivalent
- Area of Non-Compliance
- Encroachment beyond required rear Setback for Tall Buildings (Above 125')

Zoning Lot G/H complies with Rear Yard Requirements

C Corner Lot

T Through Lot

I Interior Lot

Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (7,443.38 SF)
- Negative Street Wall Encroachment (1342.01 SF)
- Standard Negative Encroachment At Corners (20' X 20' Max.)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.

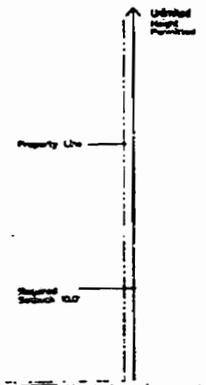
Curb Level Calculations

West 66th Street Frontage
38.52' + 38.47' = 74.99'/2 = 37.495'
Average Curb Level for West 66th Street frontage is established at El. +37.5

Riverside Drive Frontage South
38.18' + 35.89' = 74.06'/2 = 37.04'
Average Curb Level for Riverside Drive frontage is established at El. +37.04'

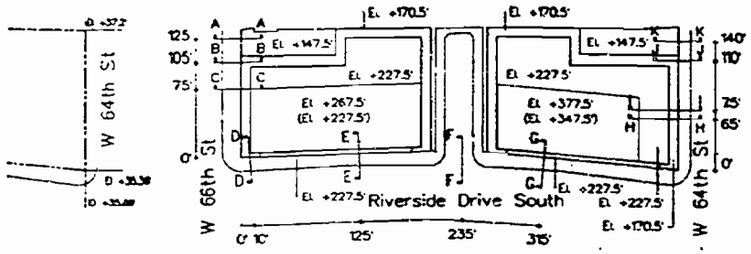
West 64th Street Frontage
37.20' + 35.36' = 72.56'/2 = 36.28'
Average Curb Level for West 64th Street frontage is established at El. +36.2

West 66th Street Curb Level Established at El. +37.5'

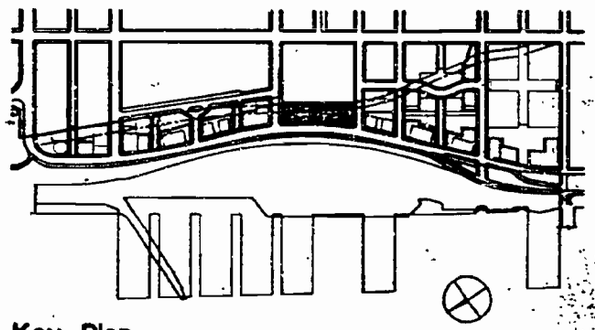


Waiver Request Withdrawn; Section B-B is No Longer Required

Waiver Request Withdrawn; Section C-C is No Longer Required



Section Key



Key Plan

stablished at EL +37.50'

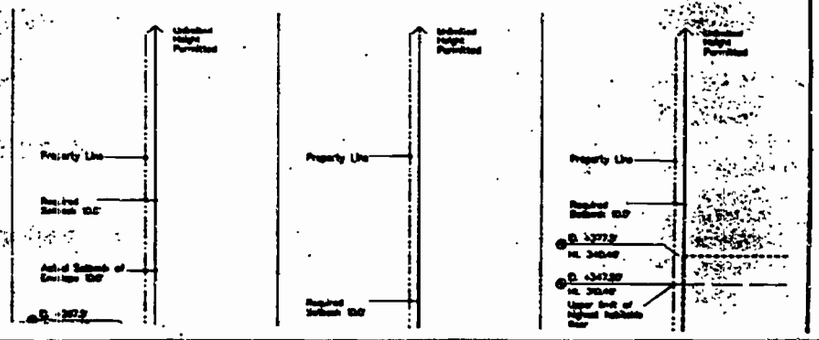
blished at EL +37.04'

stablished at EL +38.28'

Zoning Lot G/H	
Zoning Lot Area	64,882.90 SF
Zoning District	R10, Permitting 10 FAR
Maximum Allowable Floor Area	648,829.00 SF
Maximum Floor Area Provided	648,301.00 SF

Note: 3,456.00 SF of excess zoning floor area will remain on Zoning Lot G/H. See Sheet 2-8.

Riverside Drive South Curb Level Established at EL +37.04'



Waiver Request Withdrawn, Section D-D Is No Longer Required

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
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Richard A. Kahan, Chairman
Catherine Cary, Vice President

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Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

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Skidmore, Owings & Merrill
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HNTB
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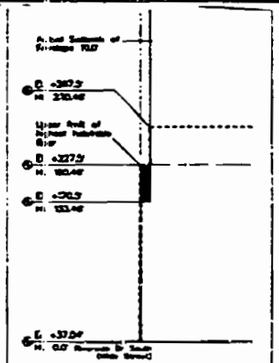
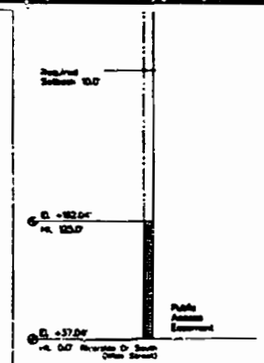
REEL 1934 PG 0216

Withdrawn, Section D-D is No Longer Required

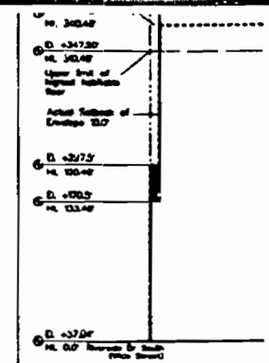


Section D-D

Section E-E



Section F-F



Section G-G

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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.75' above the USCAGE datum at Sandy Hook, New Jersey

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No	Date	Revision
4	21 Oct 1992	
3	16 Oct 1992	
2	11 May 1992	
1	12 Apr 1992	

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Zoning Lot G/H Zoning Compliance

(ULURP Attachments 3 & 4)

Date: 1 February 1992

Project No.: SOM/PW 9214

Sheet No.: Z-22

Scale: 1" = 60'-0"

REEL 1934 PG 0217

REEL-1934 0218

Setbacks
The front building wall of all Streetwall Type I buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted recesses and corner controls). Between 125' and 150', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above 150', the front wall shall set back a minimum of 10', for the full height of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls
The Tower Transition Zone is that portion of Streetwall Type I located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 50% of the length of the front wall, provided however, that such projections may not be formed within 20' of the intersection of two street lines.

Base Zone Controls
The Base Zone for Streetwall Type I is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or moisture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a reasonable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls
Recesses in the mandatory front building wall of Streetwall Type I buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within 10' of a Type C Streetwall. Where a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE E
Setbacks
The front building wall of all Streetwall Type E buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted recesses and corner controls). Between 125' and 150', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls
The Base Zone for Streetwall Type E is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or moisture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a reasonable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls
Recesses in the mandatory front building wall of Streetwall Type E buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within 10' of a Type C Streetwall. Where a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE L
Setbacks
The front building wall of all Streetwall Type L buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted recesses and corner controls). Between 125' and 150', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls
The Base Zone for Streetwall Type L is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or moisture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a reasonable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls
Recesses in the mandatory front building wall of Streetwall Type L buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within 10' of a Type C Streetwall. Where a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

TOWER CONTROLS

Tower Envelope Controls
The tower envelope are divided into three zones to provide relief in the mass of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the mandatory zone or setback zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not contain any usable floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Tower Building Controls - Maximum Tower Dimensions
Within the tower envelopes defined, maximum dimensions for tower lengths (a) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Continuous Tower Face
The length of the maximum continuous tower face is established beyond which length it shall be enforced by a recess between 5' and 5' in depth. Because of the varying sizes of the tower envelopes, the maximum continuous tower face dimensions have been established on a parcel-by-parcel basis.

Continuity of Materials
All faces of each tower must be glazed equal finish treatment and articulation.

Tower Tops
All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and vertical proportion as they rise from their base at the upper limit of the highest habitable floor or their full height. The building materials used in tower tops shall be used elsewhere on the exterior facade of the building.

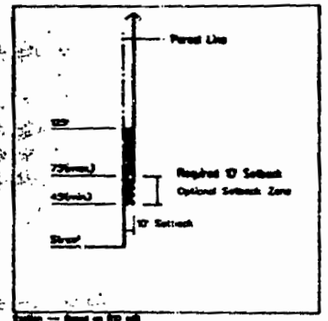
Zoning Floor Area Performance
A maximum tower floor area has been established by zoning lot.

*Note: The term "tower" as used in these design controls refers to a high rise building configuration and not the term as used and defined in the Zoning Resolution.

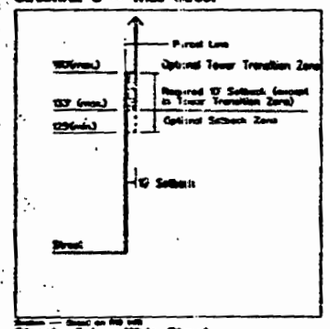
Generic Streetwall Encroachment Diagrams

For Locations of Specific Waivers, See Sheet Z-22D

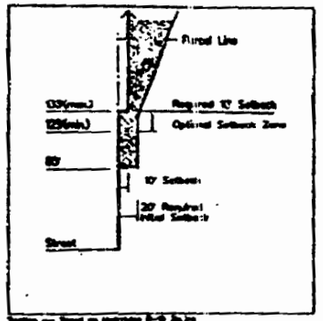
Positive Encroachment



Streetwall C — Wide Street

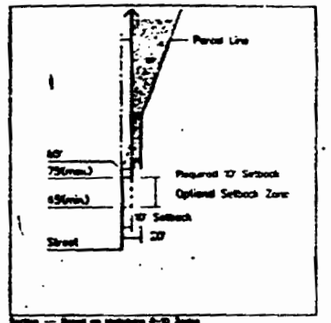


Streetwall I — Wide Street

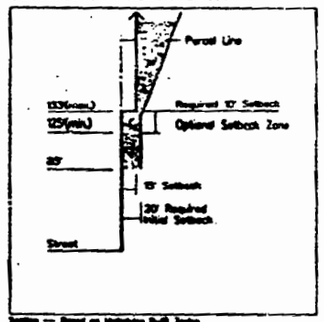


Streetwall L — Narrow Street

Negative Encroachment

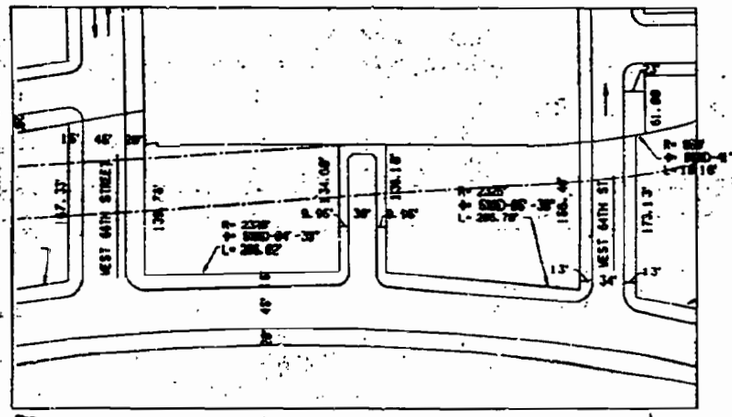


Streetwall C — Narrow Street



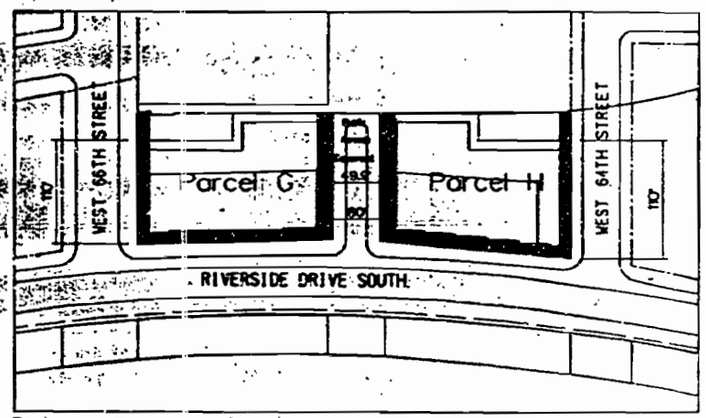
Streetwall K — Narrow Street

REEL 1934 PG 0219



Plan

Site Plan and Dimensions



Plan

Streetwall Controls

- Mandatory Streetwall Type C (Midrise Stepping Streetwall)
- Mandatory Streetwall Type I (Riverside Drive South Streetwall)
- No Build Zone Above Grade
- Mandatory Streetwall Type K (Cross Street Streetwall)
- Mandatory Streetwall Type L (Cross Street Streetwall)

Urban Design Control Notes

Bearing Lot G/H

STREETWALL TYPE C

Setbacks

The front building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 45'. Between 45' and 75', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope. No recesses shall be permitted below the initial setback except for permitted and required corner controls.

Base Zone Controls

The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be zone or cut zone. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building extensions, the base will have a vertical of zone or cut zone from the grade of the adjacent sidewalk up to a minimum of 10' and a minimum of 6' above that grade.

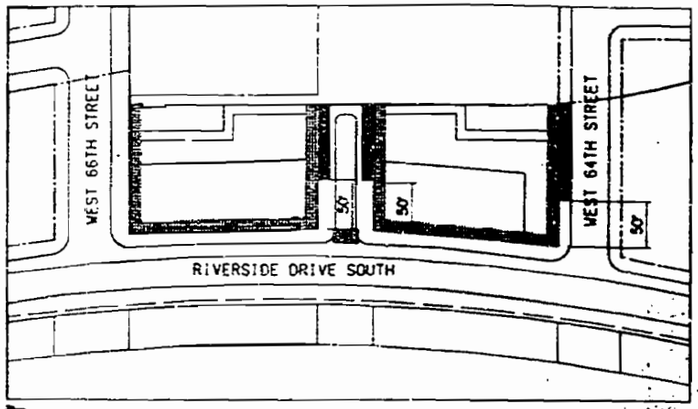
STREETWALL TYPE I

Setbacks

The front building wall of all Streetwall Type I buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted recesses and corner controls). Between 125' and 135', the front building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above 135', the front wall shall set back a minimum of 10', for the full height of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls

Generic Streetwall Encroachment Diagrams



Plan

Ground Floor Controls

- Optional Retail Frontage (1)
- Permitted Curb Cut-Zone for Parking
- Permitted Curb-Cut Zone for Parking and Loading (2)
- Curb Cut for Public Access Easement (2)

Notes:

(1) Except where retail frontage is delineated as "mandatory" or "optional" retail frontage will be prohibited.

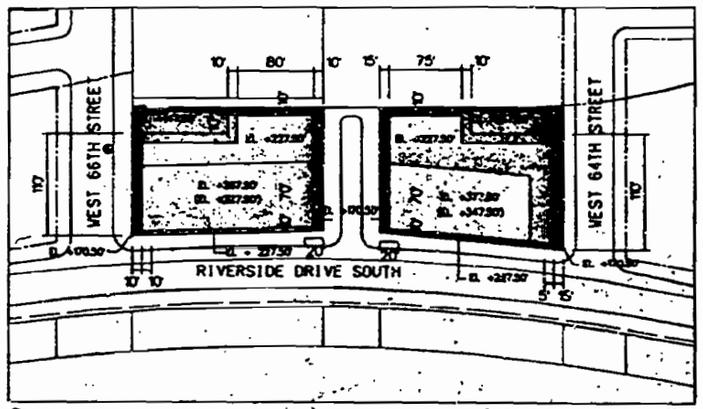
(2) Certification is requested to permit one curb cut on Riverside Drive, pursuant to Section 26-07 of the Zoning Resolution.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Each building entrance shall be recessed a minimum of 3' from the front wall of the building; it shall be a minimum of 15' and a maximum of 30' wide, and its height shall be no less than 10' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings adjacent Freedom Place South will have their primary entrances on Freedom Place South and will have the same means and marquee/canopy requirements as those buildings on Riverside Drive. There shall be an apartment building entrance on Freedom Place. However, entrances to lower buildings are permitted on Freedom Place, but shall be no more than 15' wide and 20' high.

Retail Frontage Controls

Streets with mandatory retail frontage shall have a minimum of 85% as such frontage in active retail use. The retail frontage areas is defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 65% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage areas, the transparent glass will be subdivided at intervals of a maximum of 15' by a solid or opaque columns with a minimum width of 3'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

@ Highest Average Curb Level +37.50'

Building Envelope Controls

Building Envelope

- Lowrise Zone
- Base Zone Midrise
- Base Zone: Transition
- Tower Zones: A/B

Tower Dimensional Controls

	Maximum Tower Dimension		Maximum Continuous Tower Face	
	Parcel C	Parcel N	Parcel S	Parcel N
Tower Zone: A	NA	100'	NA	130'
Tower Zone: B	NA	100'	NA	100'
Tower Zone: Top	NA	100'	NA	NA

Maximum Zoning Floor Area in Tower Zones (Parcel C): NA

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA - Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1290 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Emil Bovarick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce F. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc, Project Management
Daniel Goldman, Environmental
Steven Robinson, Architecture

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Skidmore, Owings & Merrill
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PHILIP HABIB & ASSOCIATES
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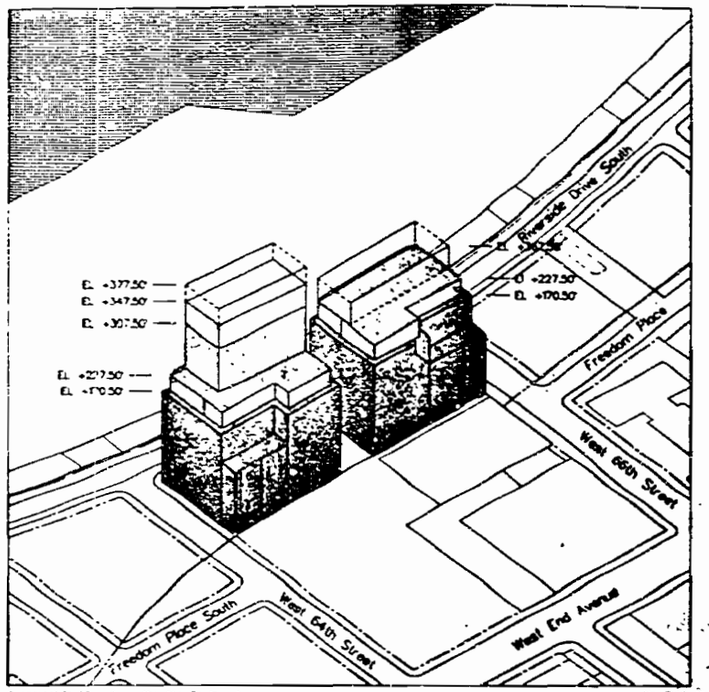
Civil Engineer
HNTB
250 7th Ave, New York, NY 10001

REEL 1934 PG 0220



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

	Lot G/H		Parcel G	Parcel H
Lowrise Zone	45'-75'	Tower Zone A	NA	270'
Base Zone Midrise	125'-133' (or 13 stories, whichever is less)	Tower Zone B	NA	+310'/31 st. HHF
Base Zone Transition	133'-180' (or 15 stories, whichever is less)	Tower Zone Top (Mechanical Top)		

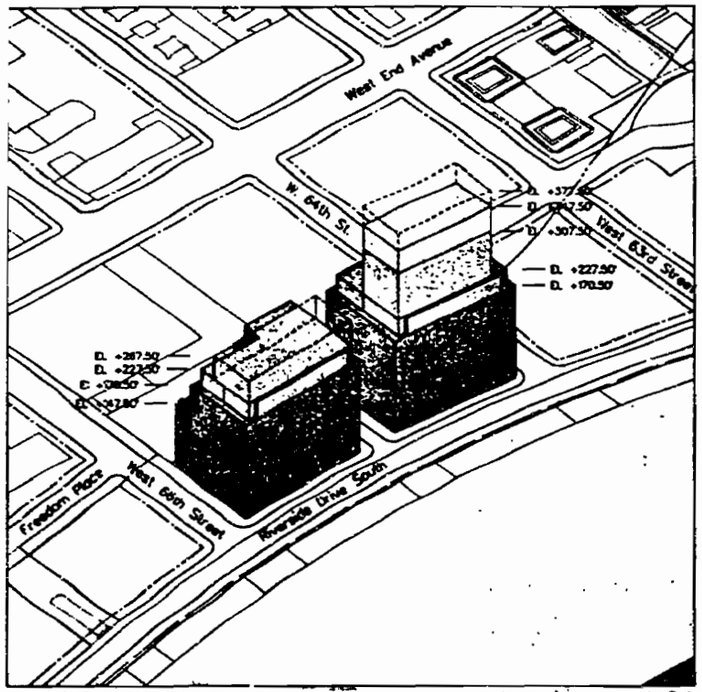
General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-22.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

HHF – Maximum Limit of Highest Habitable Floor NA – not applicable

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.



Axonometric View from the Northwest — No Scale

Building Envelope Diagram with Height Controls

	Lot G/H		Parcel G	Parcel H
Lowrise Zone	45'-75'	Tower Zone A	NA	270'
Base Zone Midrise	125'-133' (or 13 stories, whichever is less)	Tower Zone B	NA	+310'/31 st. HHF
Base Zone Transition	133'-180' (or 15 stories, whichever is less)	Tower Zone Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-22.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

HHF – Maximum Limit of Highest Habitable Floor NA – not applicable

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

PHILIP HABIB & ASSOCIATES
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HNTB
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Marine Consultant
Olko Engineering
138 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
5	31 Oct 1992	
4	16 Oct 1992	
3	1 July 1992	
2	11 May 1992	
1	13 Apr 1992	

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Zoning Lot G/H

Urban Design Controls

Date: 1 February 1992

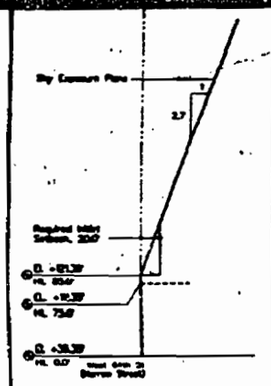
Project No.: SOM/PG 0024

Sheet No.: Z-23

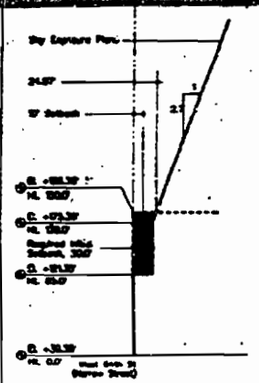
Scale: Feet unless noted otherwise

REEL 1934 PG 0221

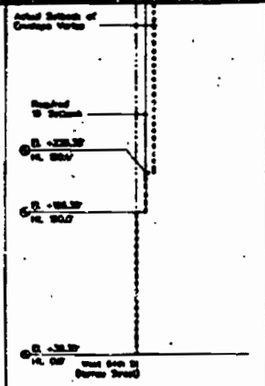
REEL 1934 PG 0222



Section A-A

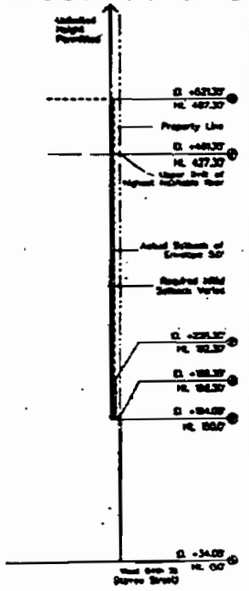


Section B-B

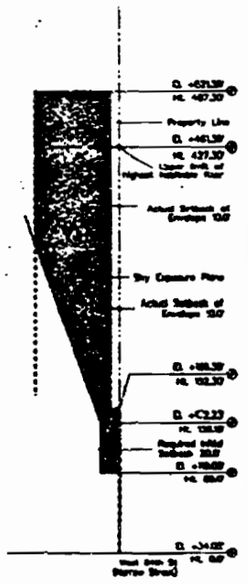


Section C-C

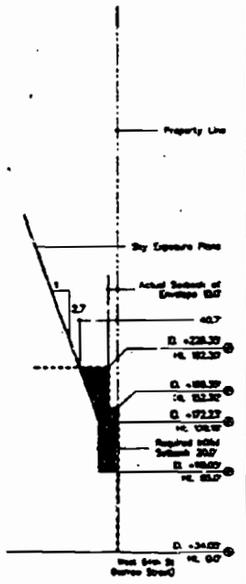
West 63rd Street Curb Level Established at El. +34.05'



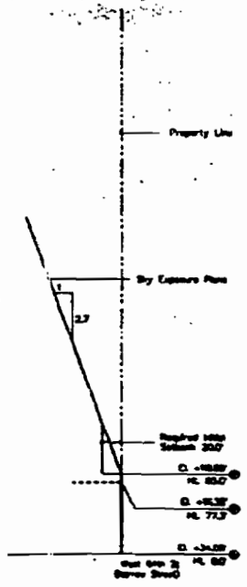
Section F-F



Section G-G

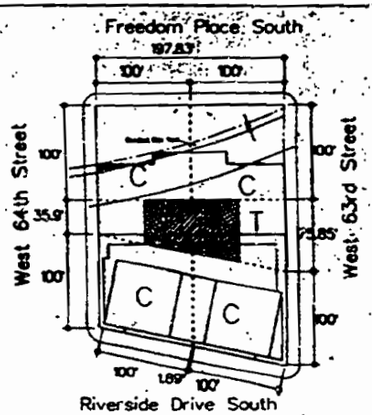


Section H-H



Section H

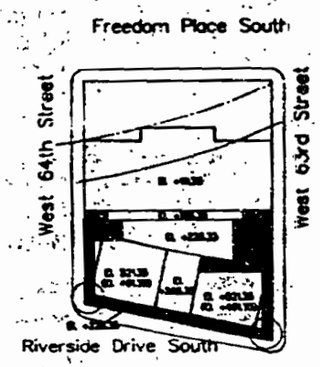
REEL 1934 PG 0223



Yard Compliance

- Required Rear Yard or Rear Yard Equivalent
- Area of Non-Compliance for Rear Yard
- Encroachment beyond required rear Setback for Tall Buildings (above 125')
- Area of Non-Compliance for Side Yard

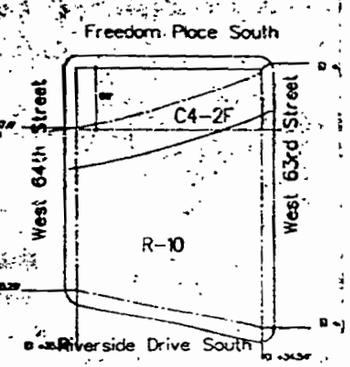
C Corner Lot
T Through Lot
| Interior Lot



Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (7,450.32 SF)
- Negative Street Wall Encroachment (171.37 SF)
- Standard negative Encroachment At Corners (20' X 20' max.)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.



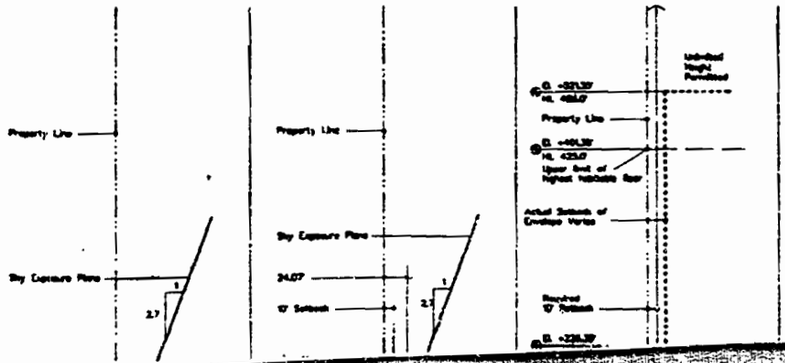
Curb Level Calculations

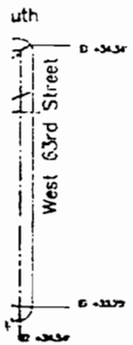
West 64th Street Frontage
37.40' + 35.29' = 72.69'/2 = 36.345'
Average Curb Level for West 64th Street frontage

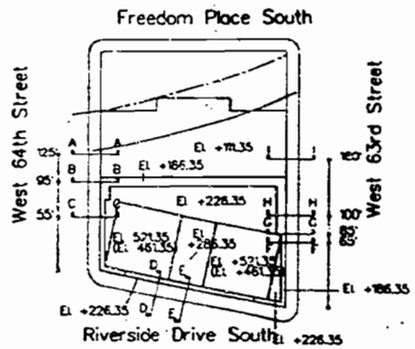
Riverside Drive Frontage
35.56' + 34.54' = 70.10'/2 = 35.05'
Average Curb Level for Riverside Drive frontage

West 63rd Street Frontage
34.34' + 33.75' = 68.09'/2 = 34.045'
Average Curb Level for West 63rd Street frontage

West 64th Street Curb Level Established at EL +36.35'







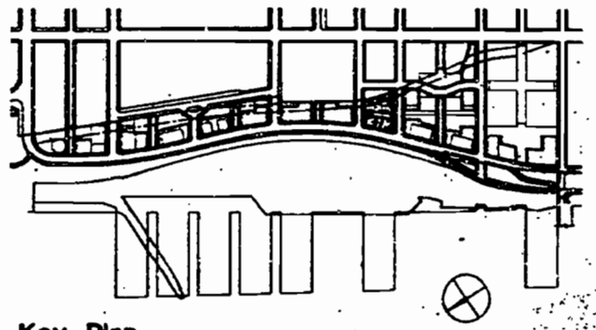
Section Key

lations

5'
Street frontage is established at El +36.35'

we frontage is established at El +35.05'

5'
Street frontage is established at El +34.05'



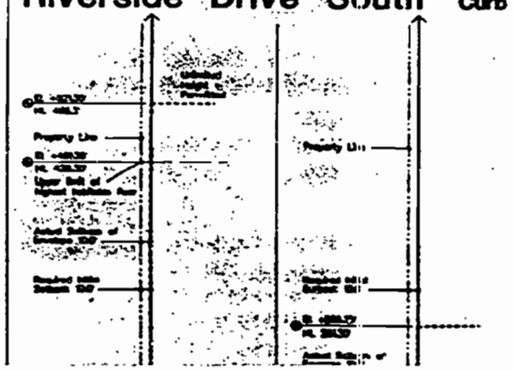
Key Plan

Zoning Lot I

Zoning Lot Area	43,238.40 SF
Zoning District	37,761.66 SF in R10, permitting 10 FAR 5,476.74 SF in C4-2F, permitting 2.43 FAR
Maximum Allowable Floor Area	377,616.80 SF
Maximum Floor Area Provided	[illegible] SF

Note: [illegible] sqft of zoning floor area will be transferred to Zoning Lot I from Zoning Lot L/M/N. See Sheet Z-8

Riverside Drive South Curb Level Established at El +35.05'



Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

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CONSULTANTS

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Architects and Planners
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Paul Willen/Daniel Pang & Associates
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Transportation Engineer
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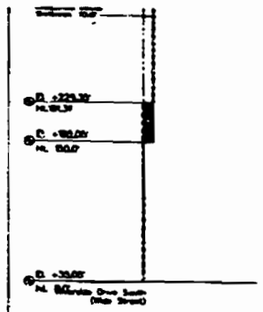
39 West 28th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant

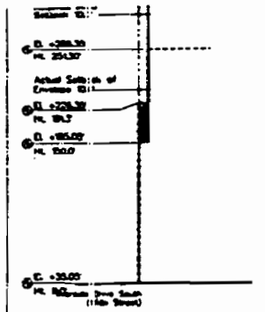
REEL 1934 PG 0224



Section D-D

[illegible] Drive South

Based on R-10 [illegible]



Section E-E

[illegible] Drive South

Based on R-10 [illegible]

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown herein are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.37' above the USC&GS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	21 Oct 1982	
3	18 Oct 1982	
2	11 May 1982	
1	12 Apr 1982	

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Zoning Lot I
Zoning Compliance

(ULURP Attachments 3 & 4)

Date	Project No.
1 February 1982	[illegible]

Sheet No.

Z–24

Scale
1" = [illegible]

REEL 1934 PG 0225

REEL 1934 PG 0226

STREETWALL TYPE B

Setbacks

The front building wall of all Streetwall Type B buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 120' (except for permitted recesses and corner controls). Between 120' and 150', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back an average of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type B is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access area, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a veneer/table of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type B buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 30' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall recess is open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE D

Setbacks

The front building wall of all Streetwall Type D buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 45' (except for permitted recesses and permitted and required corner controls). Between 45' and 75', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type D is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access area, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a veneer/table of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

Recess Controls

Front wall recesses are mandated along Streetwall Type D, but may not occur within 10' of Streetwall Type B or C, or within 20' of the intersection of two streets, or a street and a public access area/park. The aggregate length of recesses at any level of the building shall not be more than 140; nor less than 30% of the length of the front wall. The length of a recess shall not exceed 20', and the depth of a recess shall be a minimum of 5' and a maximum of 10'. Where a front wall recess is open to the sky, such recess shall be at least twice as wide as it is deep.

STREETWALL TYPE H

Setbacks

The front building wall of all Streetwall Type H buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 120' (except for permitted recesses and corner controls). Between 120' and 150', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above 150', the front wall shall set back a minimum of 10', for the full height of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type H located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 50% of the length of the front wall, provided however, that such projection may not be located within 20' of the intersection of two street lines.

Base Zone Controls

The Base Zone for Streetwall Type H is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access area, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a veneer/table of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10' and a maximum of 4' above that grade.

TOWER* CONTROLS

Tower Envelope Controls

The tower envelopes are divided into three zones to provide relief in the zone of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the transition zone or midrise zone to the top of the buildings. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not contain any zoning floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Tower Building Controls - Maximum Tower Dimension

Within the tower envelopes defined, maximum dimensions for tower lengths (n) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Continuous Tower Face

The length of the maximum continuous tower face is established beyond which length it shall be relieved by a recess between 5' and 8' in depth. Because of the varying zones of the tower envelopes, the maximum continuous tower face dimensions have been established on a parcel-by-parcel basis.

Continuity of Materials

All faces of each tower must be given equal finish treatment and articulation.

Tower Tops

All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and vertical proportion as they rise from their base at the upper limit of the highest habitable floor to their full height. The building materials used in tower tops shall be used elsewhere in the tower or facade of the building.

Zoning Floor Area Performance

A maximum tower floor area has been established by zoning lot.

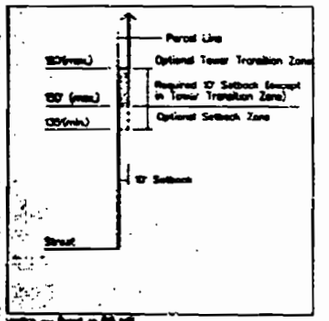
*Note: The term "tower" as used in these design controls refers to a high rise building configuration and not the term as used and defined in the Zoning Resolution.

Generic Streetwall Encroachment Diagrams

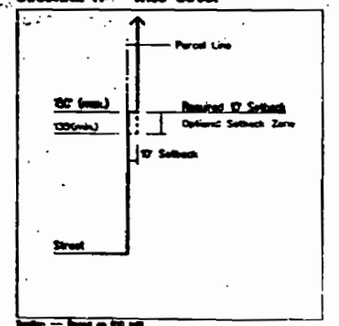
(For Locations of Specific Waivers, See Sheet 2-24)

Positive Encroachment

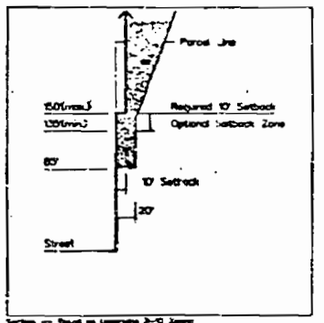
Negative Encroachment



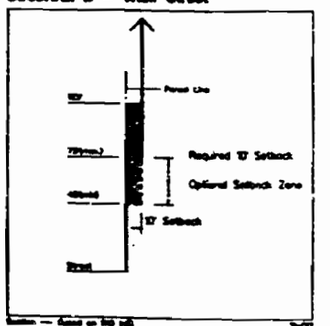
Streetwall H — Wide Street



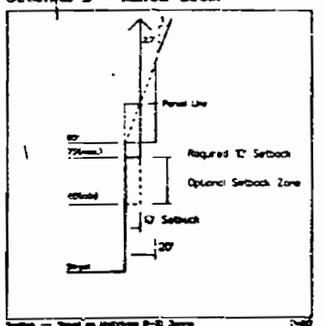
Streetwall B — Wide Street



Streetwall B — Narrow Street

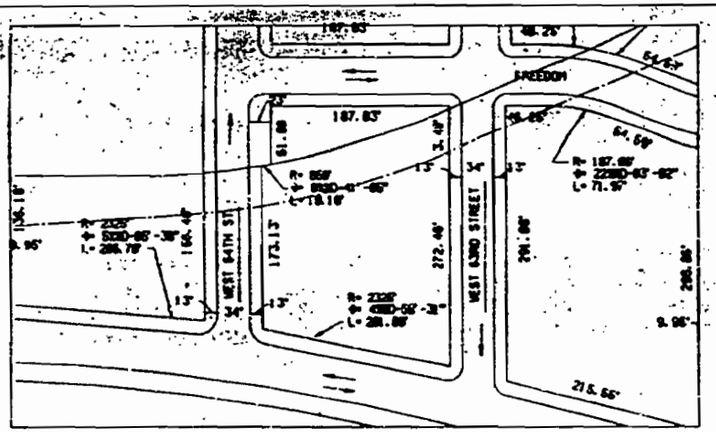


Streetwall D — Wide Street



Streetwall D — Narrow Street

REEL 1934 PG 0221



Plan

Site Plan and Dimensions

Urban Design Control Notes

Zoning Lot I

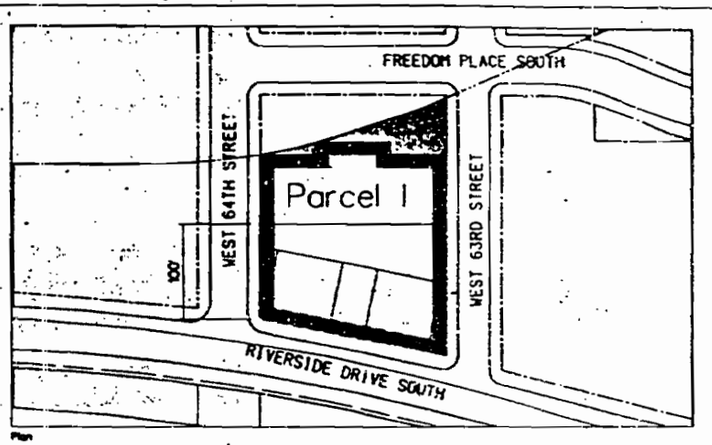
STREETWALL TYPE F

Setbacks

The front building wall of all Streetwall Type B buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front wall may set back, if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back an average of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type B is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 50% of the area of the building wall shall be [illegible] or [illegible]. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building [illegible]



Plan

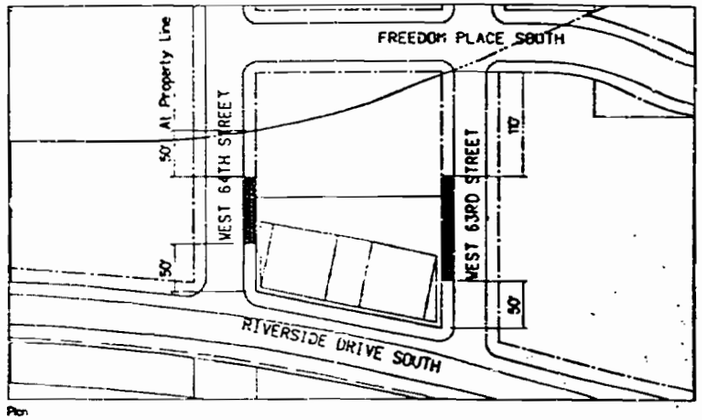
Streetwall Controls

- Mandatory Streetwall Type H (Riverside Drive South Streetwall)
- Mandatory Streetwall Type B (Cross Street Streetwall)
- No Build Zone Above Grade
- Mandatory Streetwall Type D (Lowrise Streetwall)

Generic Streetwall Encroachment Diagrams

(For Locations of Specific Waivers, See Sheet 2-24)

- Positive Encroachment
- Negative Encroachment



Plan

Ground Floor Controls

Permitted Curb-Cut Zone for Parking and Loading

Notes:

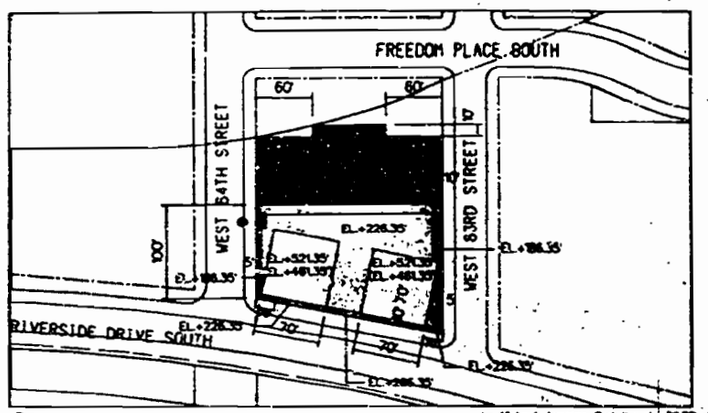
(1) Except where retail frontage is delineated as "mandatory" or "optional," retail frontage will be prohibited.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Each building entrance shall be recessed a minimum of 1' from the front wall of the building; it shall be a minimum of 15' and a maximum of 20' wide, and its height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by canopies or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same recess and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to lowrise buildings are permitted on Freedom Place, but shall be no more than 15' wide and 20' high.

Retail Frontage Controls

Zones with mandatory retail frontage shall have a minimum of 85% of such frontage in active retail use. The retail frontage zone is defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 65% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a maximum of 18' by a solid or opaque column with a maximum width of 5'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

Building Envelope Controls

Building Envelope

Lowrise Zone

Base Zone: Midrise

Base Zone: Transition

Tower Zones: A/B

Tower Dimensional Controls	Maximum Tower Dimension Parcel C	Maximum Continuous Tower Face Parcel C
Tower Zone: A	85'	55'
Tower Zone: B	60'	55'
Tower Zone: Top	55'	NA

Maximum Zoning Floor Area in Tower Zones on Zoning Lot 1 : 207,700 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce E. Gimon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates

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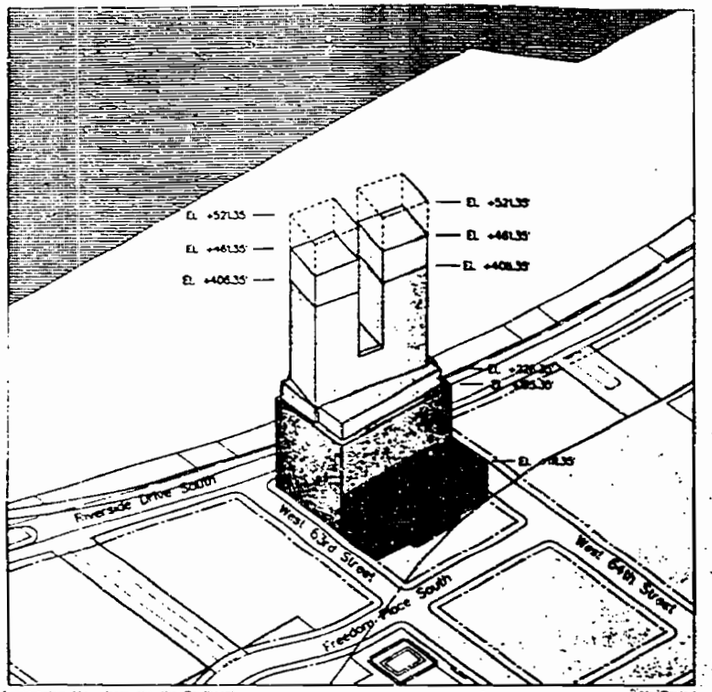
Transportation Engineer

PHILIP HABIB & ASSOCIATES
30 West 29th St., New York, NY 10001

Civil Engineer

HNTB
333 7th Ave., New York, NY 10001

REEL 1934 PG 0228



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

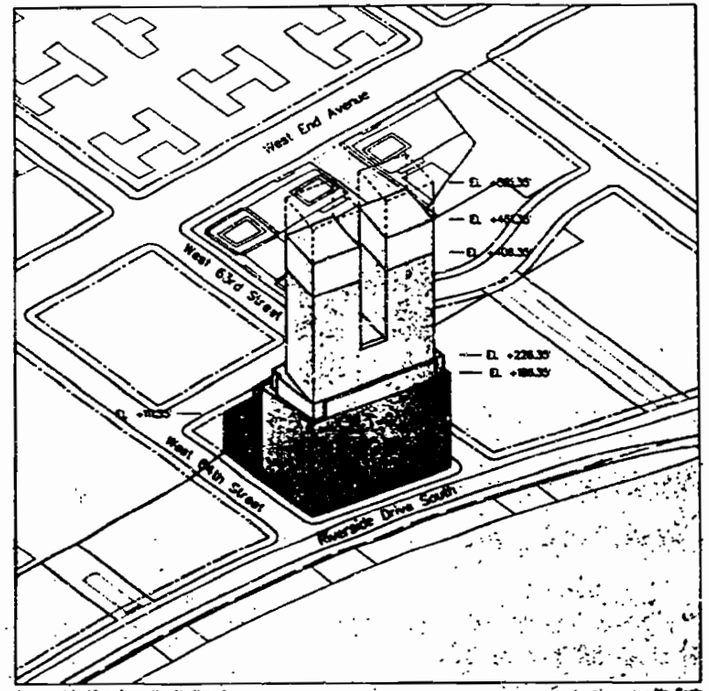
Lowrise Zone	45'-75'	Tower Zone: A	370'
Base Zone: Midrise	135'-150' (or 15 stories, whichever is less)	Tower Zone: B	+425'/41 st.
Base Zone: Transition	150'-180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)	

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-24.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.



Axonometric View from the Northwest — No Scale

Building Envelope Diagram with Height Controls

Lowrise Zone	45'-75'	Tower Zone: A	370'
Base Zone: Midrise	135'-150' (or 15 stories, whichever is less)	Tower Zone: B	+425'/41 st.
Base Zone: Transition	150'-180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)	

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-24.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

Civil Engineer
HNTE
383 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
5	31 Oct 1992	
4	19 Oct 1992	
3	1 July 1992	
2	11 May 1992	
1	15 Apr 1992	

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Zoning Lot I

Urban Design Controls

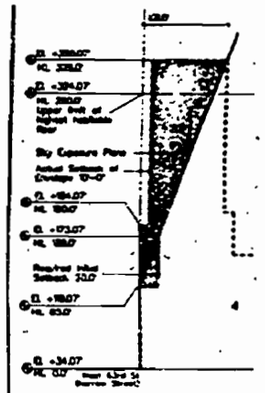
Date: 1 February 1992

Project No.: [illegible]

Sheet No.: Z-25

REEL 1934 PG 0229

REEL 1934 PG 0230



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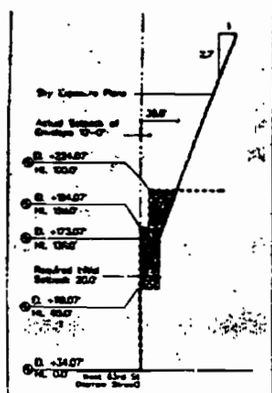

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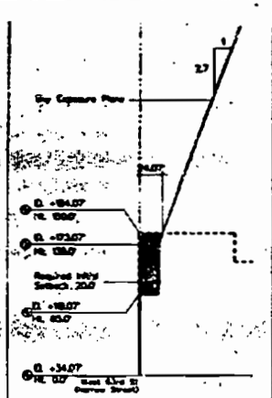

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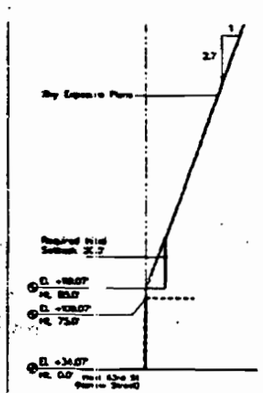

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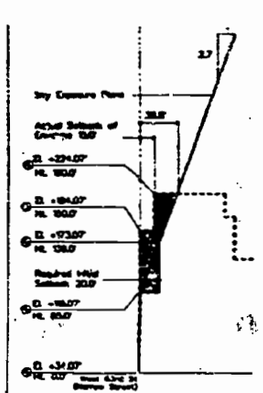

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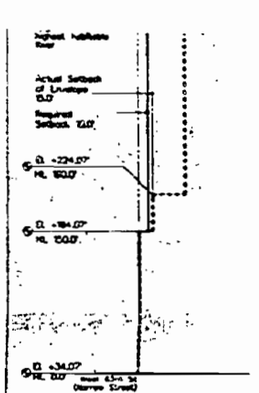
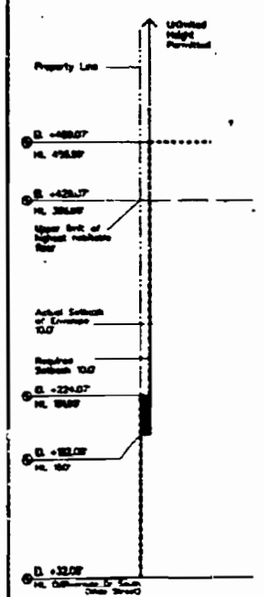


Section F-F

Riverside Drive South

Curb Level Established at El. +32.08'



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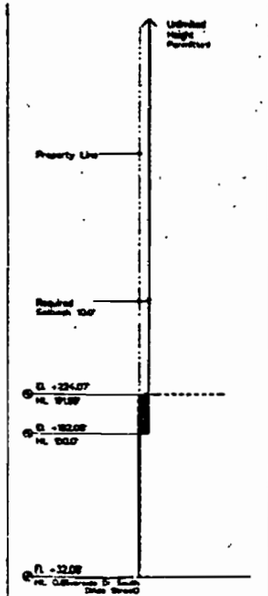

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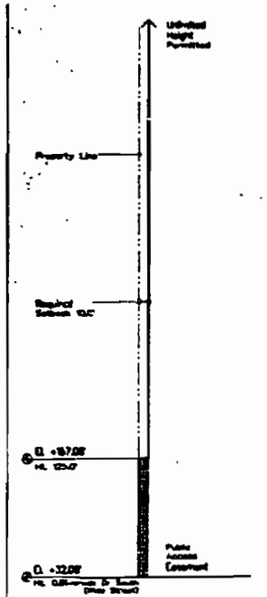
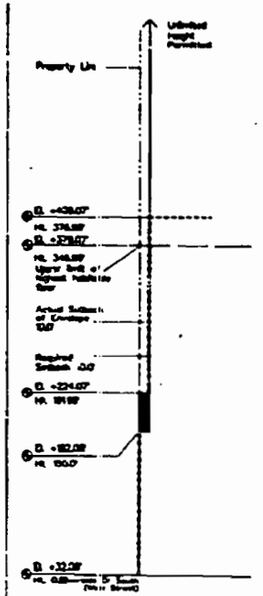


Section I-I



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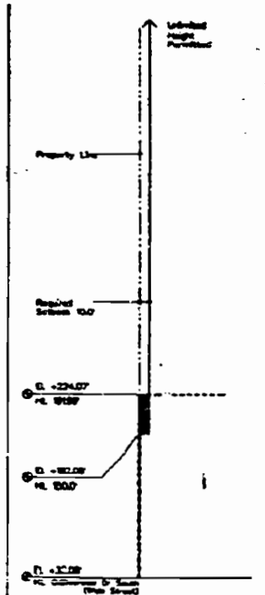
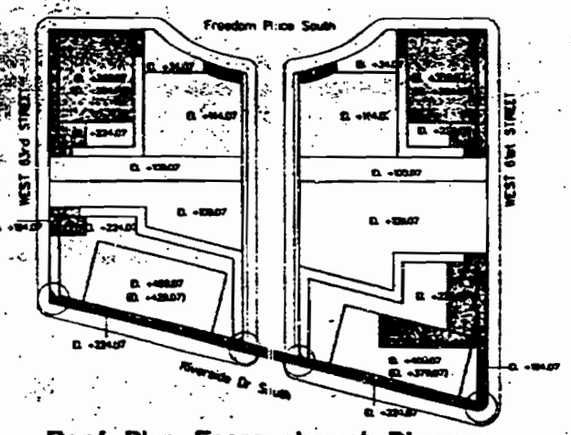


Section K-K

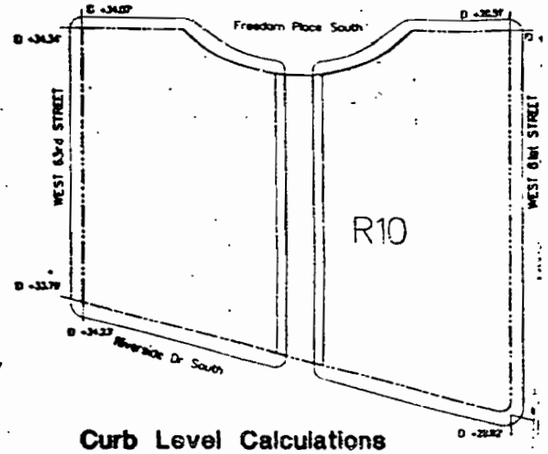
REEL 1934 PG 0231



Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (32,601.38 SF)
- Negative Street Wall Encroachment (998.43 SF)
- Standard Negative Encroachment At Corners (20' X 20' max.)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.



Curb Level Calculations

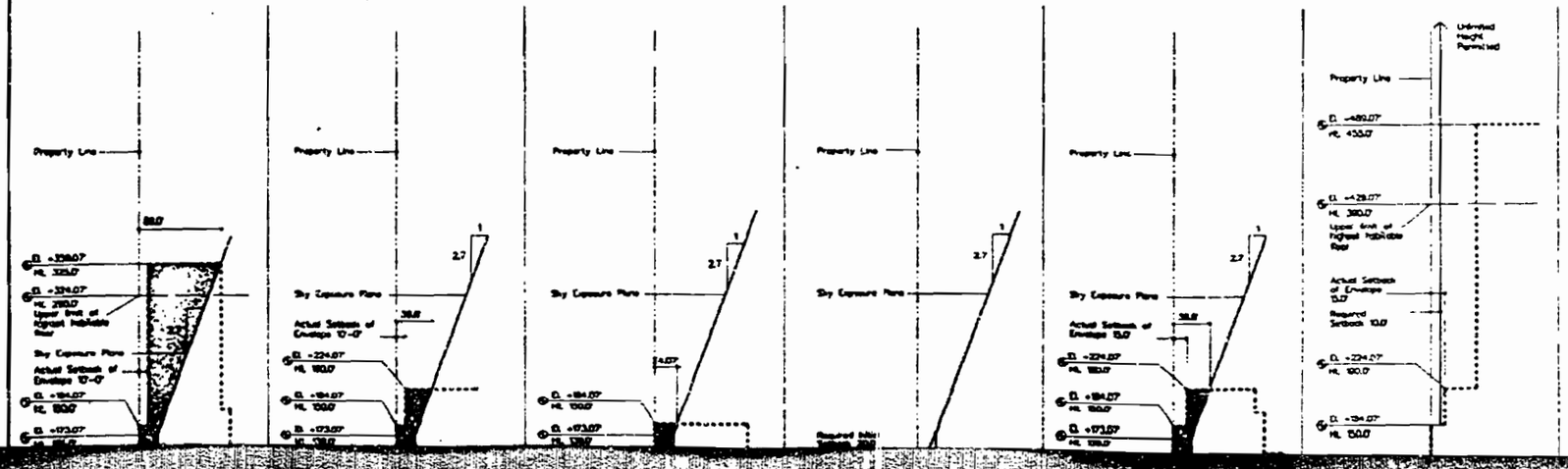
West 63rd Street Frontage
34.34' + 33.79' = 68.13'/2 = 34.065'
Average Curb Level for West 63rd Street frontage is established at El.

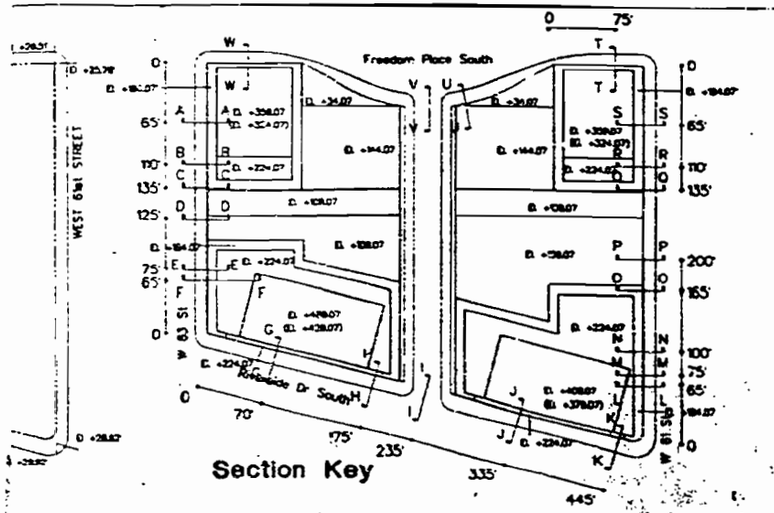
Riverside Drive South Frontage
34.23' + 29.92' = 64.15'/2 = 32.075'
Average Curb Level for Riverside Drive South frontage is established at El.

West 61st Street Frontage
25.76' + 28.62' = 54.38'/2 = 27.19'
Average Curb Level for West 61st Street frontage is established at El.

Freedom Place Frontage
34.07' + 26.51' = 60.58'/2 = 30.29'
Average Curb Level for Freedom Place frontage is established at El. +3

West 63rd Street Curb Level Established at El. +34.07'





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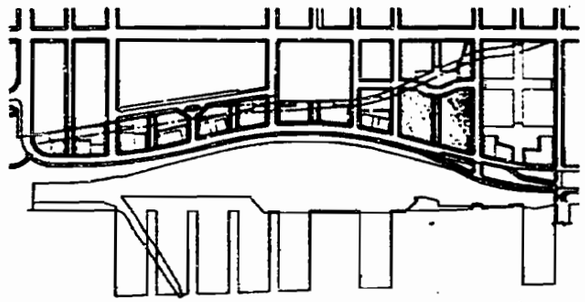

Key Plan

Zoning Lot J/K	
Zoning Lot Area	152,704.40 SF
Zoning District	R10, Permitting 10 FAR
Maximum Allowable Floor Area	1,527,044.00 SF
Maximum Floor Area Provided	[illegible] SF

Note: [illegible] SF of excess zoning floor area will remain On Zoning Lot J/K. See Sheet Z-8

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1230 Avenue of the Americas
New York, NY 10020

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Pratt Council
Bruce N. Simon, Esq., Westgrid
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc. Project Management
Daniel Goltman, Environmental
Steven Robinson, Architectural

Developer
THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY [illegible]

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Skidmore, Owings & Merrill
Paul Willen/Daniel Peng & Associates
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PHILIP HABIB & ASSOCIATES
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Civil Engineer
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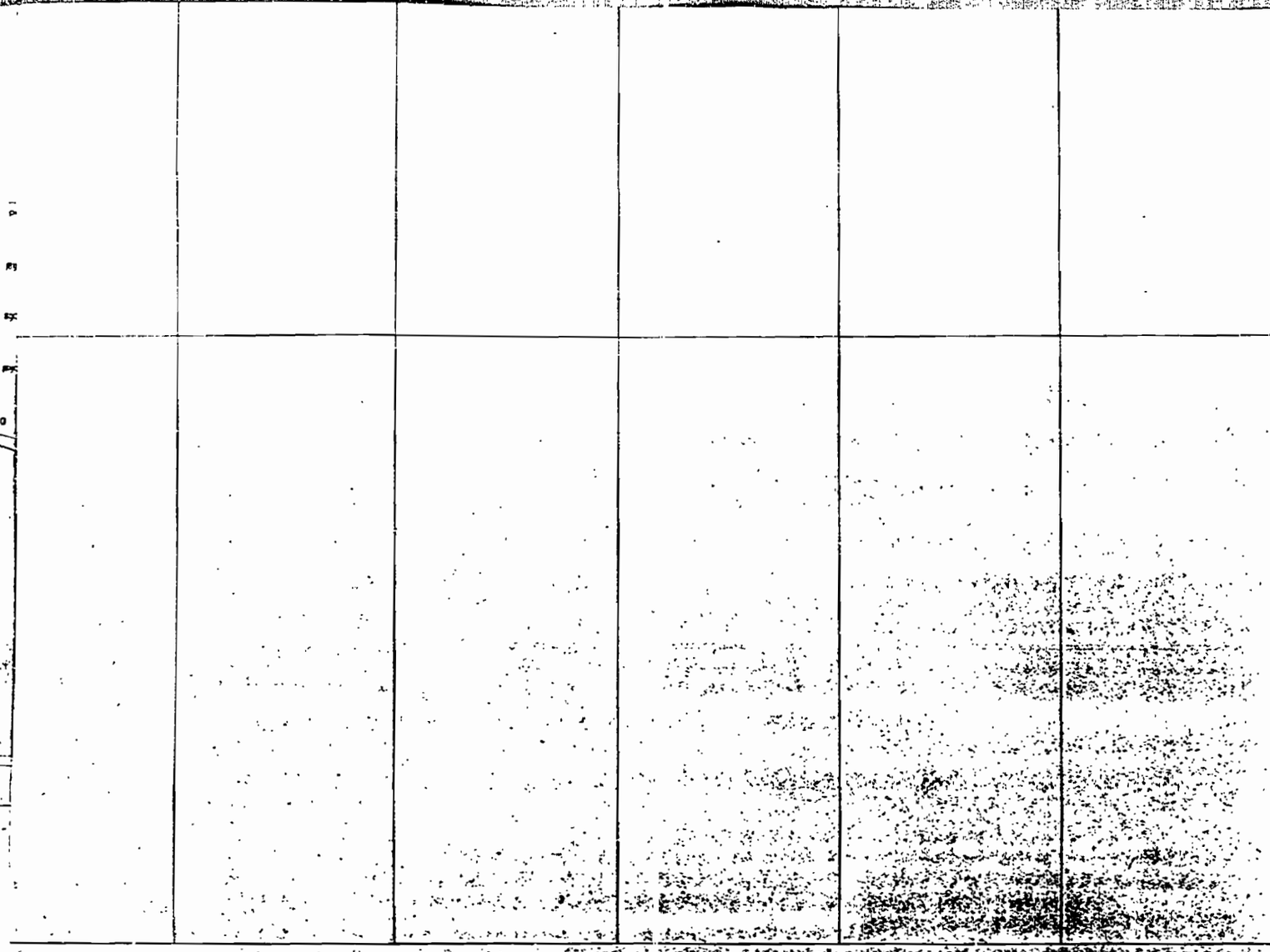
Marine Consultant
Olko Engineering
138 West 21st St., New York, NY 10011

Ventilation Consultant
[illegible]

REEL 1934 PG 0232



HNTB
330 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.75' above the USC&GS datum at Sandy Hook, New Jersey

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No	Date	Revision
4	21 Oct 1992	
3	18 Oct 1992	
2	11 May 1992	
1	13 Apr 1992	

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Zoning Lot J/K Zoning Compliance (1 of 2)

(ULURP Attachments 3 & 4)

Date	Project No.
1 February 1992	SOM/PW 92130

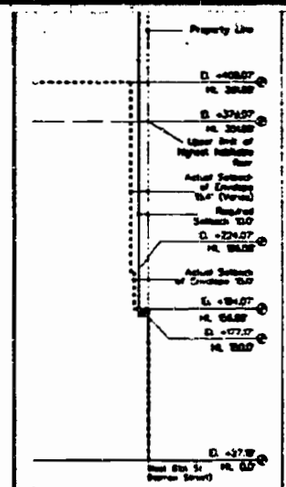
Sheet No.

Z-26

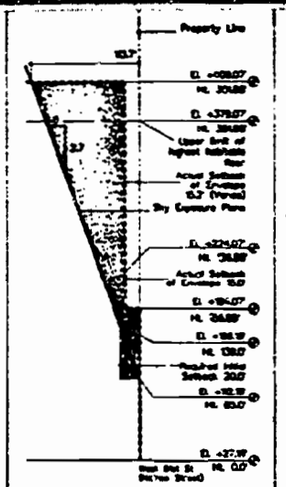
Scale
1" = 60'-0"

REEL 1934 PG 0233

REEL 1934 PG 0234



Section L-L



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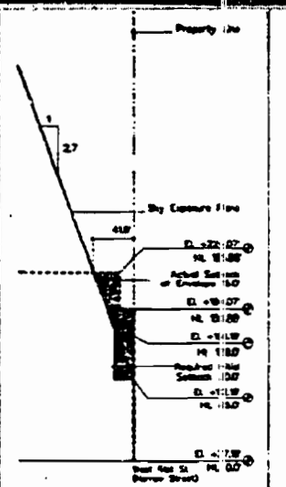

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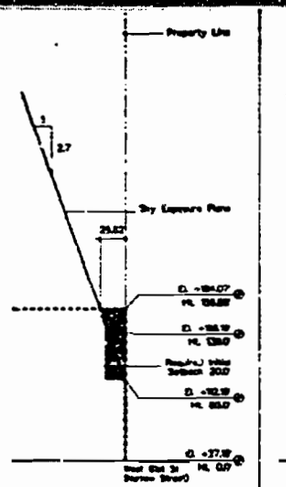
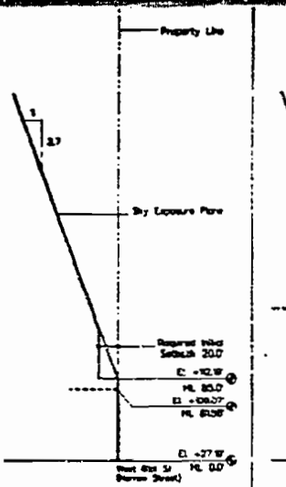
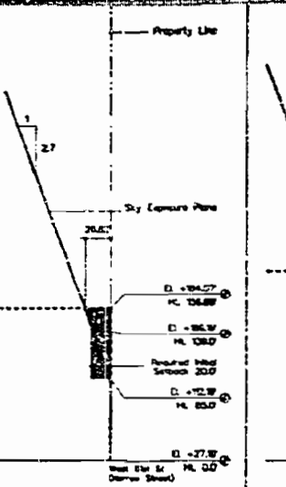


Section O-O



Section P-P

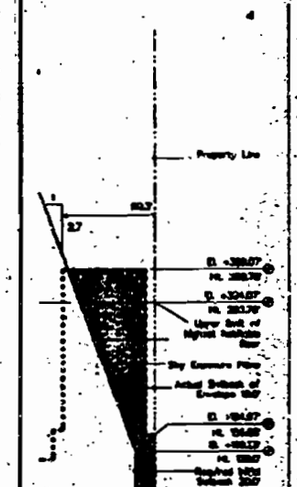


Section Q-Q

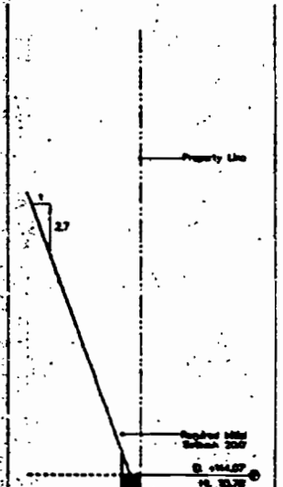
Sectior

Freedom Place

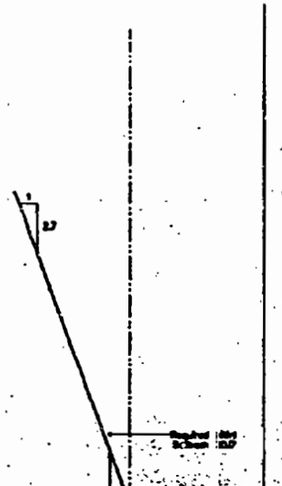
Curb Level Established at EL +30.29'



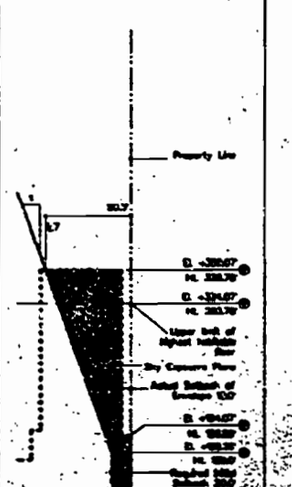
Section T-T



Section U-U



Section V-V

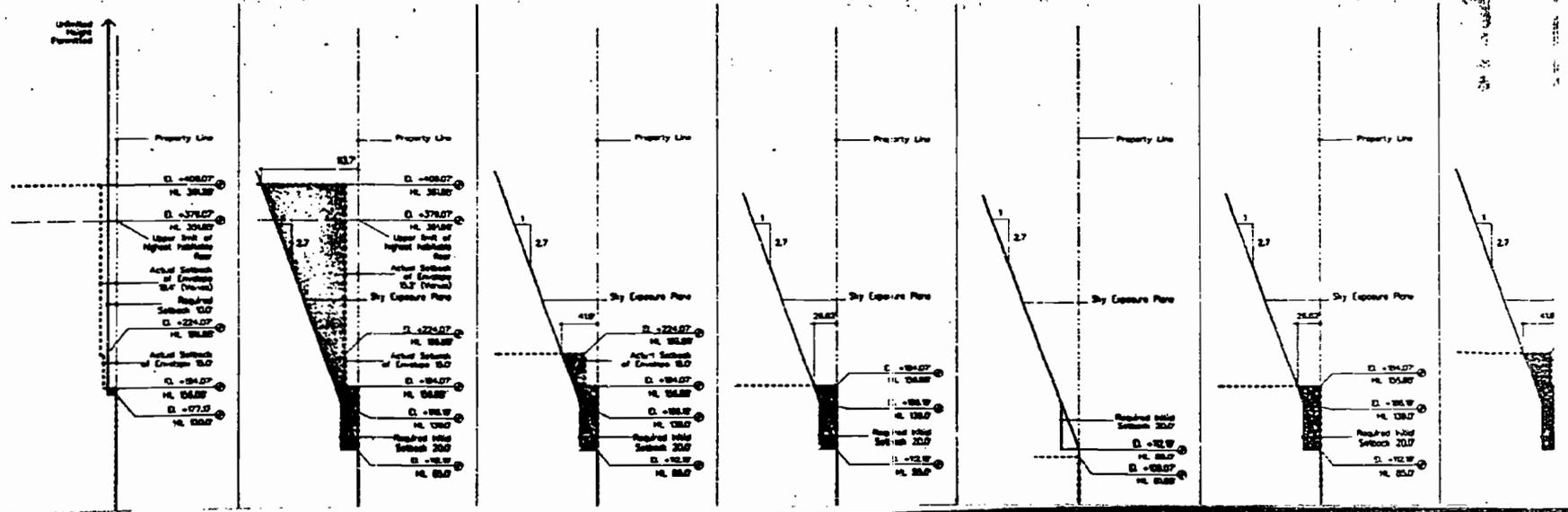


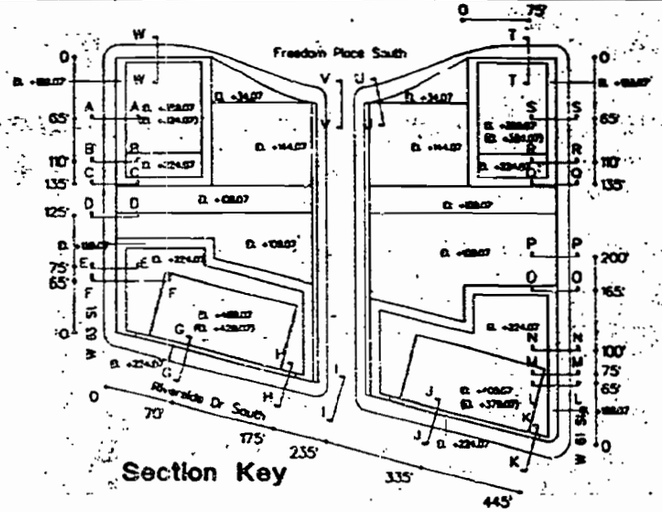
Section W-W

REEL 1934 PG 0239

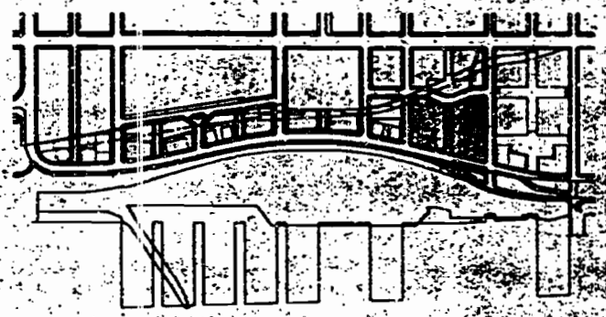
West 61st Street

Curb Level Established at EL 27.19'

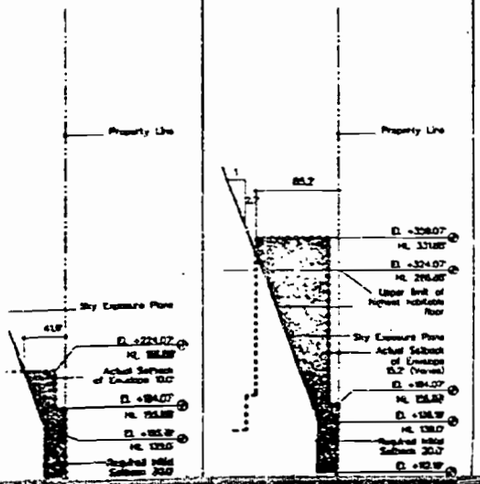




Section Key



Key Plan



Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer
THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

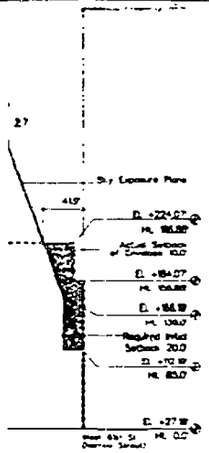
Transportation Engineer
PHILIP HABIB & ASSOCIATES
30 West 29th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

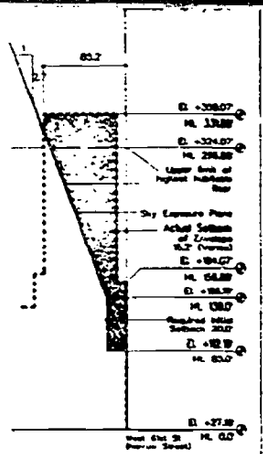
Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

REEL 1934 PG 0236



ction R-R



Section S-S

66' West of Freedom Place South
Based on Underlying R-10 Zoning

Transportation Engineer
PHILIP HABIB & ASSOCIATES
30 West 20th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.76' above the USC&GS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	21 Oct 1992	
3	16 Oct 1992	
2	11 May 1992	
1	13 Apr 1992	

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Zoning Lot J/K Zoning Compliance (2 of 2)

(ULURP Attachments 3 & 4)

Date: 1 February 1992
Project No.: 5001/PW 92200
Sheet No.: Z-27
Scale: 1" = 60'-0"

REEL 1934 PG 0237

REEL 1934 PG 0238

... open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it ... Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE C

Setbacks

The front building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 45'. Between 45' and 75', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope. No recesses shall be permitted below the initial setback except for permitted and required corner controls.

Base Zone Controls

The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

STREETWALL TYPE D

Setbacks

The front building wall of all Streetwall Type D buildings shall extend along the full length of the mandatory streetwall, without setback, to a height 45' except for permitted recesses and permitted and required corner controls. Between 45' and 75', the front building wall may set back. If such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type D is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

Recess Controls

Front wall recesses are mandated along Streetwall Type D, but may not occur within 10' of Streetwall Type B or C, or within 20' of the intersection of two streets, or a street and a public access easement. The aggregate length of recesses at any level of the building shall not be more than 50% nor less than 30% of the length of the front wall. The length of a recess shall not exceed 20', and the depth of a recess shall be a minimum of 5' and a maximum of 10'. When a front wall recess is open to the sky, such recess shall be at least twice as wide as it is deep.

STREETWALL TYPE H

Setbacks

The front building wall of all Streetwall Type H buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above 150', the front wall shall set back a minimum of 10', for the full height of the building envelope, except in the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type H located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 20% of the length of the front wall, provided however, that such projection may not be located within 20' of the intersection of two street lines.

Base Zone Controls

The Base Zone for Streetwall Type H is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

STREETWALL TYPE J

Setbacks

The front building wall of all Streetwall Type J buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back a minimum of 15', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type J is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 20% of the area of the building wall shall be stone or cast stone. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type J buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

TOWER* CONTROLS

Tower Envelope Controls

The tower envelopes are divided into three zones to provide relief in the mass of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the transition zone or midrise zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not contain any zoning floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Tower Building Controls - Maximum Tower Dimension

Within the tower envelopes defined, maximum dimensions for tower lengths (a) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Continuous Tower Face

The length of the maximum continuous tower face is established beyond which length it shall be relieved by a recess between 3' and 5' in depth. Because of the varying sizes of the tower envelopes, the maximum continuous tower face dimensions have been established on a parcel-by-parcel basis.

Continuity of Materials

All faces of each tower must be given equal finish treatment and articulation.

Tower Tops

All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and vertical proportion as they rise from their base at the upper back of the highest habitable floor to their full height. The building materials used for tower tops shall be used elsewhere in the exterior facade of the building.

Zoning Floor Area Performance

A maximum tower floor area has been established by zoning lot.

*Note: The term "tower" as used in these design controls refers to a high rise building configuration; and not the term as used and defined in the Zoning Resolution.

Streetwall H — Wide Street

Streetwall B — Narrow Street

Streetwall J — Narrow Street

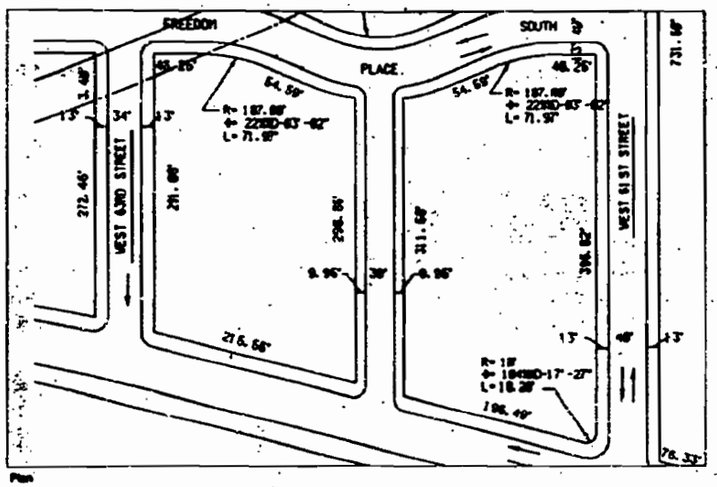
Streetwall C — Wide Street

Streetwall C — Narrow Street

Streetwall D — Wide Street

Streetwall D — Narrow Street

REEL 1934 PG 0239



Plan

Site Plan and Dimensions

Urban Design Control Notes

Zoning Lot J/K

STREETWALL TYPE B

Setbacks

The front building wall of all Streetwall Type B buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 135' (except for permitted recesses and corner controls). Between 135' and 150', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 150', the front wall shall set back an average of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type B is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type B buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 30' of the intersection of two street lines, or within 10' of a Type D Streetwall. When a front wall recess is open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

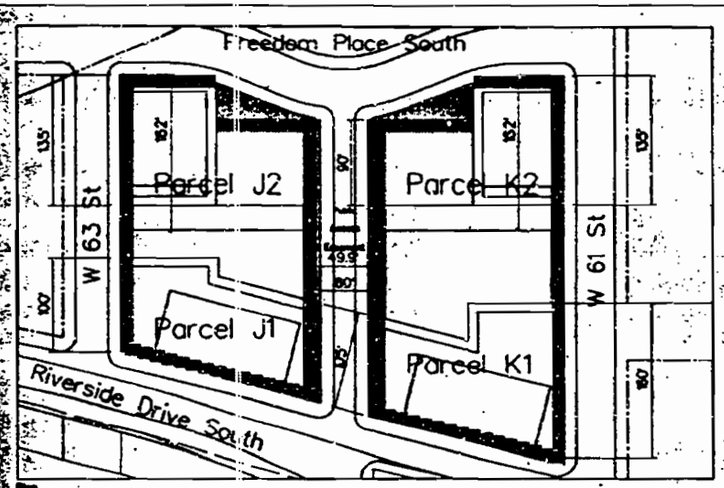
STREETWALL TYPE C

Setbacks

The front building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 45'. Between 45' and 75', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope. No recesses shall be permitted below the initial setback except for permitted and required corner controls.

Base Zone Controls

The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base



Plan

Streetwall Controls

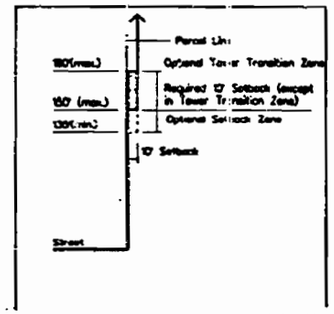
- Mandatory Streetwall Type H (Riverside Drive South Streetwall)
- Mandatory Streetwall Type B (Cross Street Streetwall)
- No Build Zone Above Grade
- Mandatory Streetwall Type C (Marine Stepping Streetwall)
- Mandatory Streetwall Type D (Lawrence Streetwall)
- Mandatory Streetwall Type J

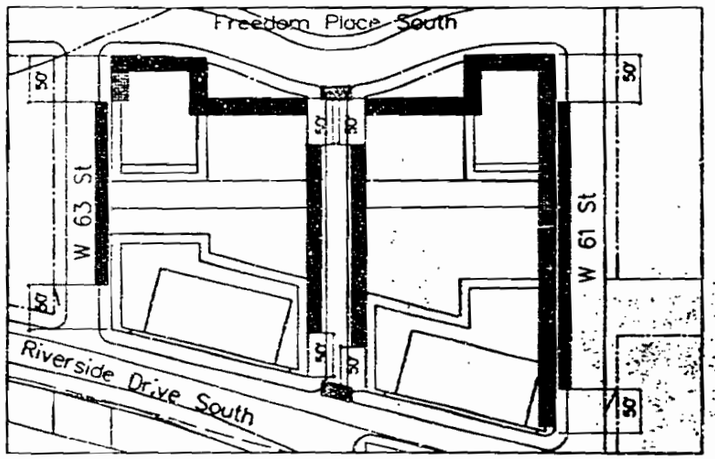
Generic Streetwall Encroachment Diagrams

(For Locations of Specific Waivers, See Sheet Z-26/Z-27)

Positive Encroachment

Negative Encroachment





Plan

Ground Floor Controls

- Optional Retail Frontage (1)
- Mandatory Retail Frontage (1)
- Permitted Curb Cut–Zone for Parking
- Permitted Curb–Cut Zone for Parking and Loading
- Curb Cut for Public Access Easement (2)

Notes:

(1) Except where retail frontage is delineated as "mandatory" or "optional," retail frontage will be prohibited.

(2) Certification is requested to permit one curb cut on Riverside Drive, pursuant to Section 26–07 of the Zoning Resolution.

(3) If a public school is located on Zoning Lot J/K, the mandatory streetwall requirements for the zoning lot shall be waived on West 61st Street, West 62nd Street, and West 63rd Street, to accommodate the public school and its required open space.

REVISED OCTOBER 12, 1982

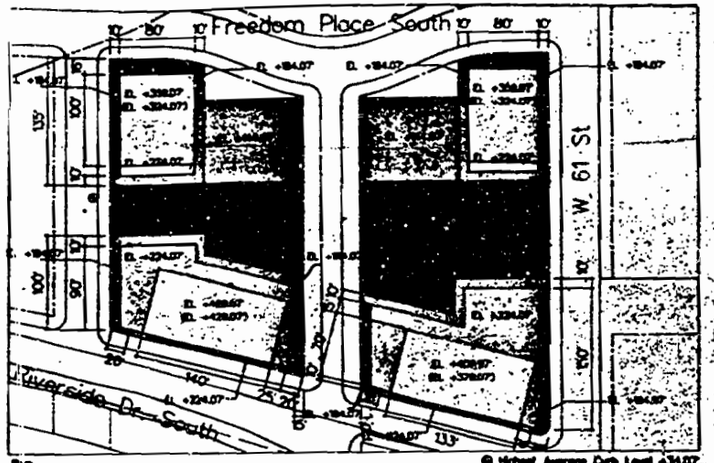
These notes go below Ground Floor Controls diagram on all UD Control Sheets.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Such building entrance shall be recessed a minimum of 1' from the front wall of the building; it shall be a minimum of 15' and a maximum of 30' wide; and its height shall be no less than 30' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same recess and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to lowrise buildings are permitted on Freedom Place, but shall be no more than 10' wide and 30' high.

Retail Frontage Controls

Streets with mandatory retail frontage shall have a minimum of 85% of such frontage in active retail use. The retail frontage zone is defined as that area of the front building wall between a minimum height of 15' and a maximum height of 30' above the adjacent sidewalk level. A minimum of 85% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a maximum of 18' by a solid or opaque column with a minimum width of 3'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

© Highest Average Curb Level +34.07

Building Envelope Controls

Building Envelope

- Lowrise Zone
- Base Zone: Midrise
- Base Zone: Transition
- Tower Zones: A/B

Tower Dimensional Controls	Parcel	Max. Tower Dimension J1/K1	Max. Tower Dimension J2/K2	Max. Continuous Tower Face J1/K1	Max. Continuous Tower Face J2/K2
Tower Zone: A		105'	90'	105'	90'
Tower Zone: B		100'	NA	100'	NA
Tower Zone: Top		100'	90'	NA	NA

Maximum Zoning Floor Area in Towers on Zoning Lot J/K: 337,400 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10020

Richard A. Kahan, Chairman
Catherine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
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Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
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CONSULTANTS

Housing Futures Inc., Project Management
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Developer

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725 Fifth Ave., New York, NY 10022

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates

220 East 42nd St., New York, NY 10017

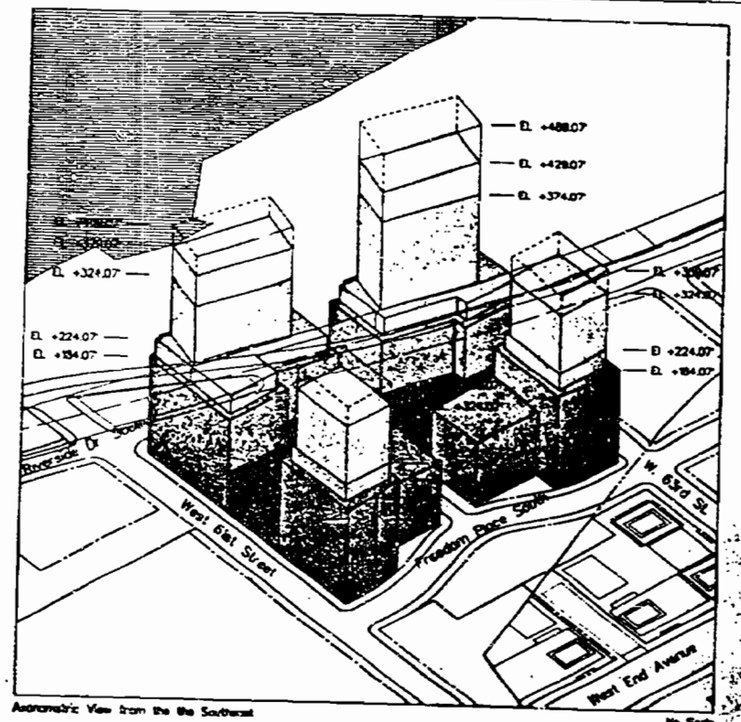
Transportation Engineer

PHILIP HABIB & ASSOCIATES
30 West 29th St., New York, NY 10001

Civil Engineer

REEL 1934 PG 0240

NA – Not Applicable



Axonometric View from the the Southeast

No Scale

Building Envelope Diagram with Height Controls

	Lot J/K		Parcel J1	Parcel K1	Parcels J2/K2
Lowrise Zone	45'–75'	Tower Zone: A	340'	280'	+280'/28 st.
Base Zone: Midrise	135'–150' (or 15 stories, whichever is less)	Tower Zone: B	+385'/38 st.	+345'/33 st.	NA
Base Zone: Transition	150'–180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)			

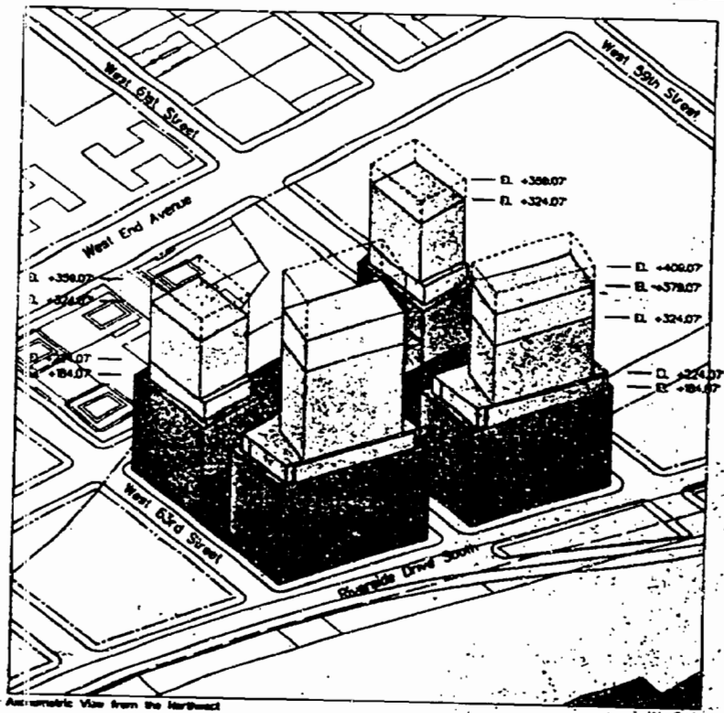
General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-26/Z-27.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

NA – Not Applicable



Axonometric View from the Northwest

No Scale

Building Envelope Diagram with Height Controls

	Lot J/K		Parcel J1	Parcel K1	Parcels J2/K2
Lowrise Zone	45'–75'	Tower Zone: A	340'	280'	+280'/28 st.
Base Zone: Midrise	135'–150' (or 15 stories, whichever is less)	Tower Zone: B	+385'/38 st.	+345'/33 st.	NA
Base Zone: Transition	150'–180' (or 18 stories, whichever is less)	Tower Zone: Top (Mechanical Top)			

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-26/Z-27.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

NA – Not Applicable

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

REGISTERED ARCHITECT
DAVID MAGIL CHILDS
STATE OF NEW YORK

No.	Date	Revision
5	21 Oct 1992	
4	16 Oct 1992	
3	1 July 1992	
2	11 May 1992	
1	13 Apr 1992	

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Zoning Lot J/K

Urban Design Controls

Date: 1 February 1992

Project No.: SOM/PW 0000

Sheet No.: Z-28

Scale 1"=50' unless noted otherwise

REEL 1934 PG 0241

REEL 1934 PG 0242

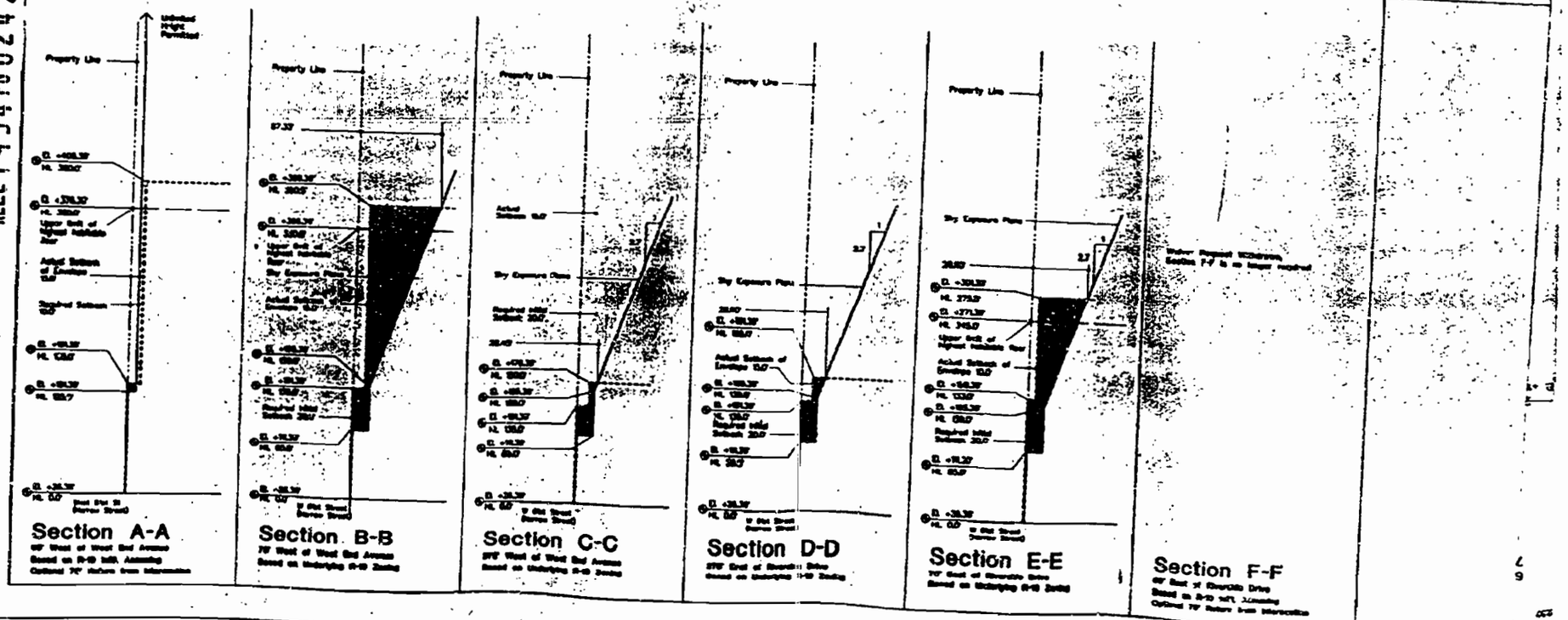
Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor.

West 59th Street Frontage
22.50' + 6.6' = 29.1'/2 = 14.55'
Average Curb Level for West 59th Street frontage is established at El. +14

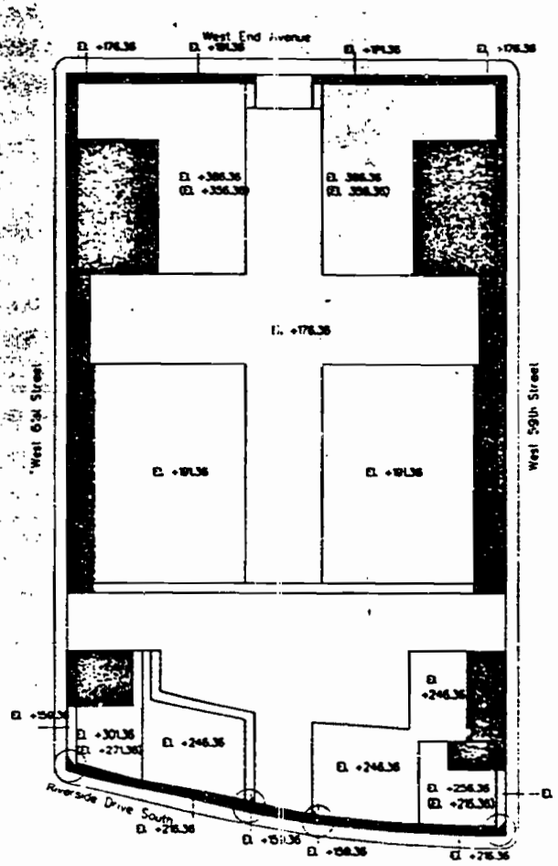
West End Avenue Frontage
23.58' + 22.7' = 46.28'/2 = 23.14'
Average Curb Level for West End Avenue Frontage is established at El. +23

West 61st Street

Curb Level Established at El. +26.36'

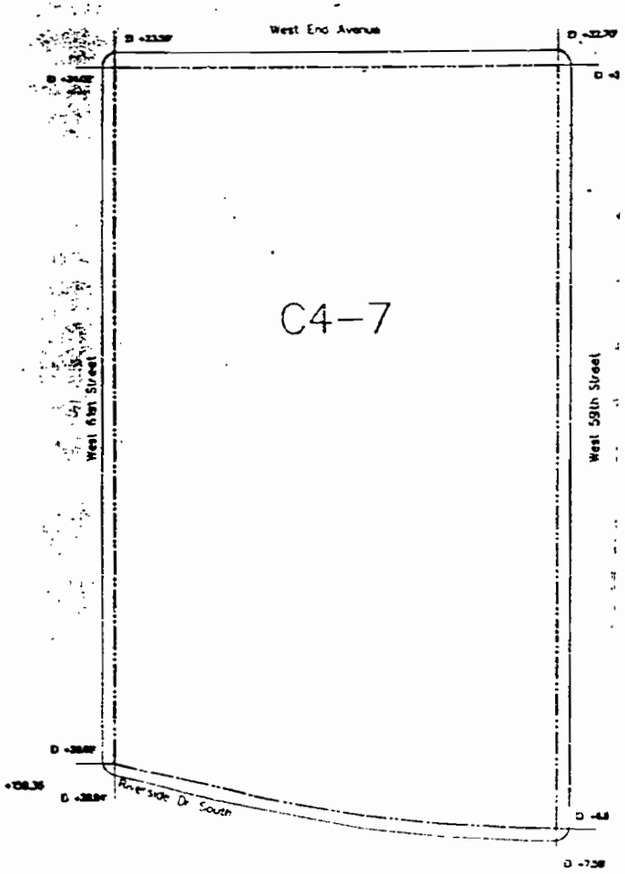


REEL 1934 PG 0243



Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (66,294.49 SF)
- Negative Street Wall Encroachment (1643.47 SF)
- Standard Negative Encroachment At Corners (20' X 20' max.)

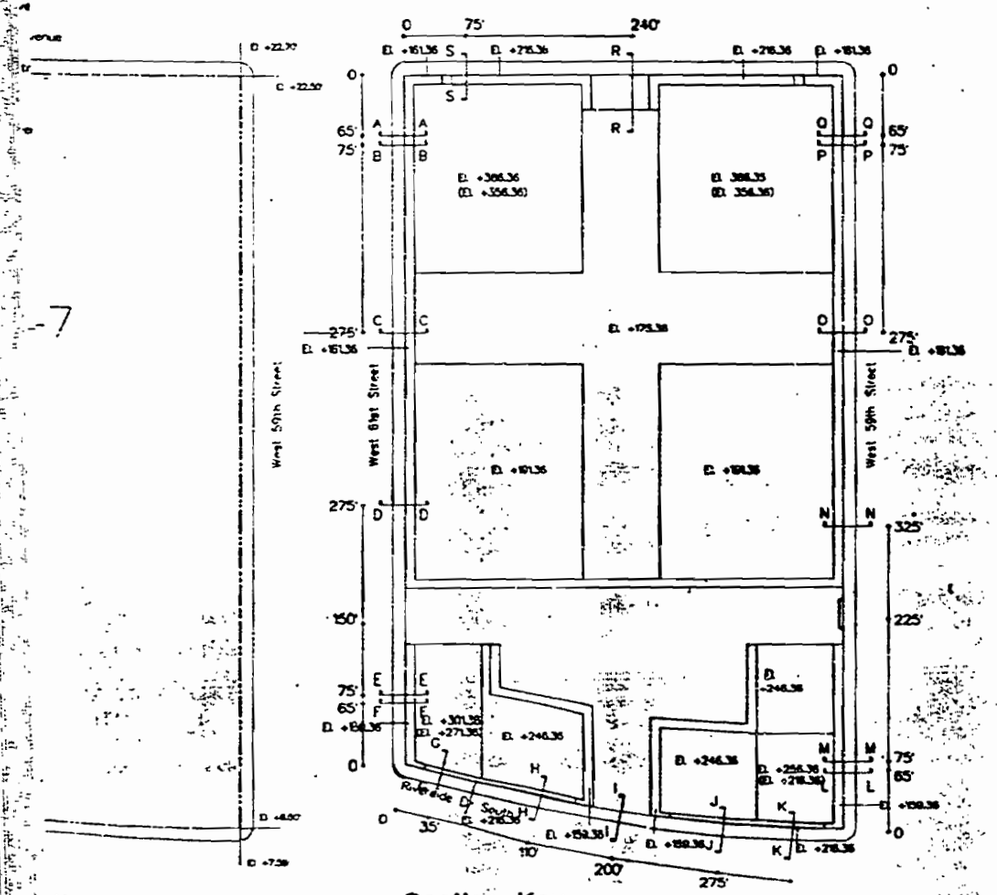


Curb Level Calculations

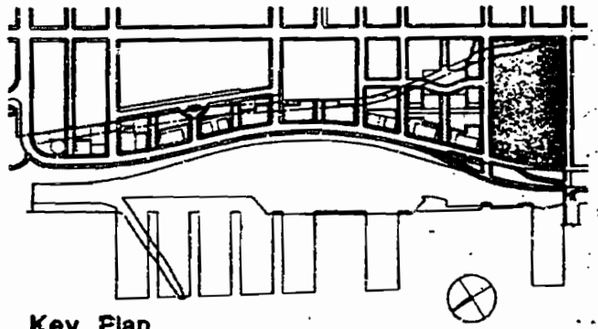
West 61st Street Frontage
24.02' + 28.69' = 52.71'/2 = 26.355'
Average Curb Level for West 61st Street frontage is established at El. +26.

Riverside Drive South Frontage
26.94' + 7.58' = 36.52'/2 = 18.26'
Average Curb Level for Riverside Drive frontage is established at El. +18.26'

West 59th Street Frontage
22.50' + 6.6' = 29.1'/2 = 14.55'
Average Curb Level for West 59th Street frontage is established at El. +14.



Section Key



Key Plan

Zoning Lot L/M/N

Zoning Lot Area	356,181.80 SF
Zoning District	C4-7, Permitting 10 FAR
Maximum Allowable Floor Area	3,561,818.00 SF
Maximum Floor Area Provided	3,372,[illegible] SF

Note: Zoning Lot L/M/N generates 1,[illegible] SF of excess Floor area, of which [illegible] SF will be transferred to Zoning Lots A/B, C/D, E/F, and I. See Sheet Z-8.

...tions

...et frontage is established at El. +26.36'

...frontage is established at El. +18.26'

...et frontage is established at El. +14.55'

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
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Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Fung
& Associates

220 East 42nd St., New York, NY 10017

Transportation Engineer

PHILIP HABIB & ASSOCIATES
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Civil Engineer

HNTB
333 7th Ave., New York, NY 10001

Marine Consultant

Olke Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant

REEL 1934 PG 0244

treet frontage is established at El. +26.36

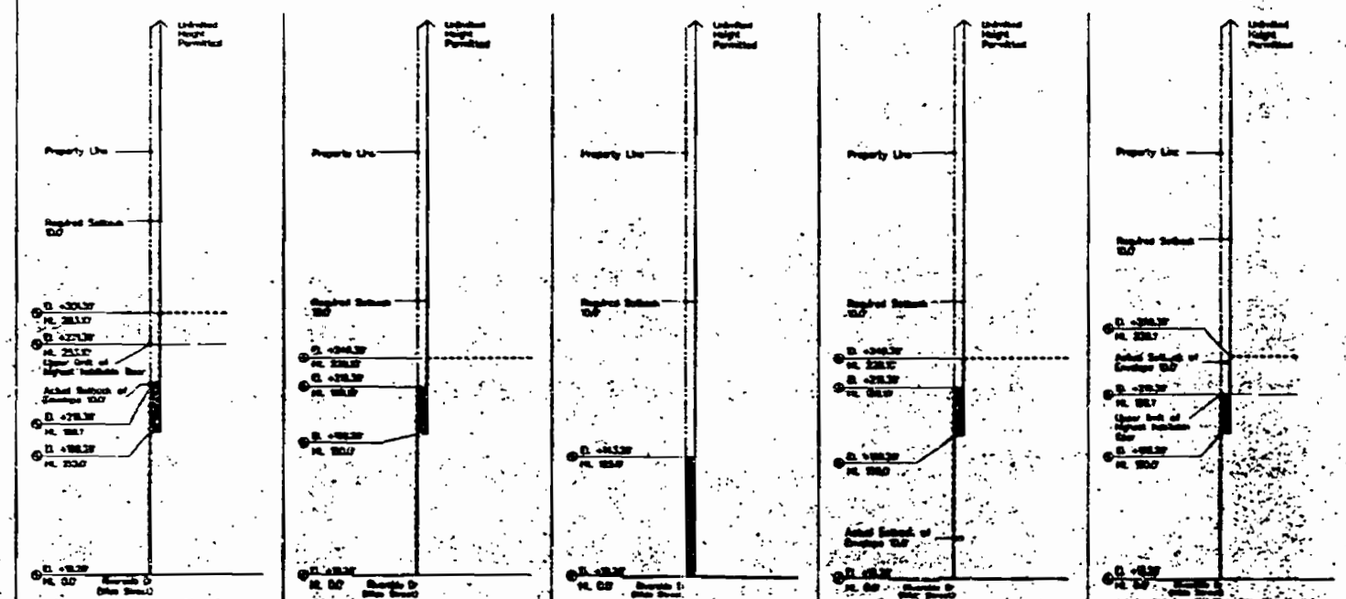
e frontage is established at El. +18.26'

treet frontage is established at El. +14.55

enue Frontage is established at El. +23.14

Riverside Drive South

Curb Level Established at El. +18.26'



Civil Engineer
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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10007

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.76' above the USC&GS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	21 Oct 1992	
3	16 Oct 1992	
2	11 May 1992	
1	13 Apr 1992	

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Zoning Lot L/M/N Zoning Compliance (1 of 2)

(ULURP Attachments 3 & 4)

Date: 1 February 1992

Project No.: [illegible]

Sheet No.: Z-29

Scale: 1" = [illegible]

REEL 1934 PG 0245

REEL 1934 PG 0246

West 59th Street

Curb Level Established at EL +14.56'

Section L-L

Section M-M

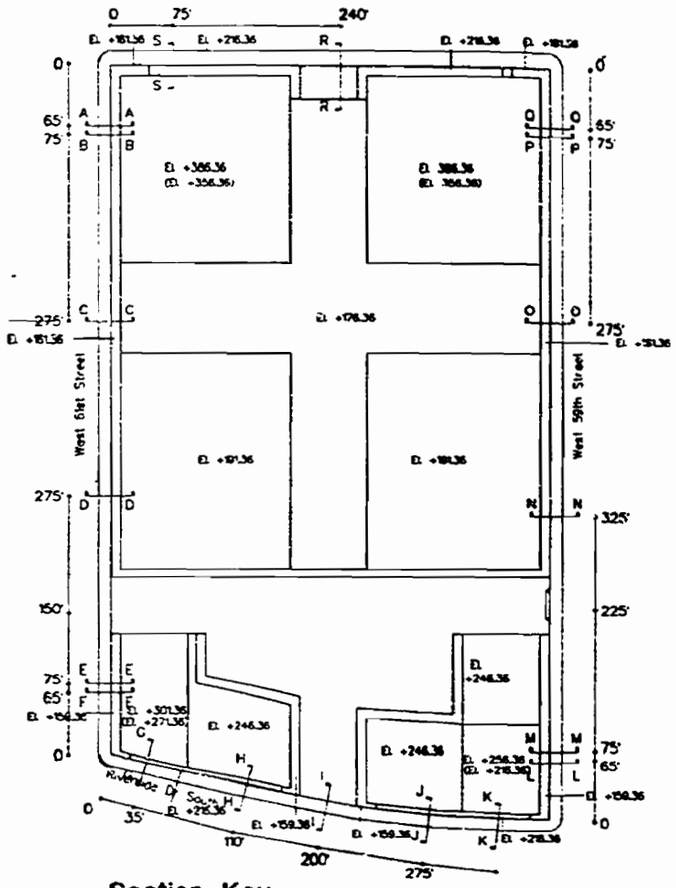
Section N-N

Section O-O

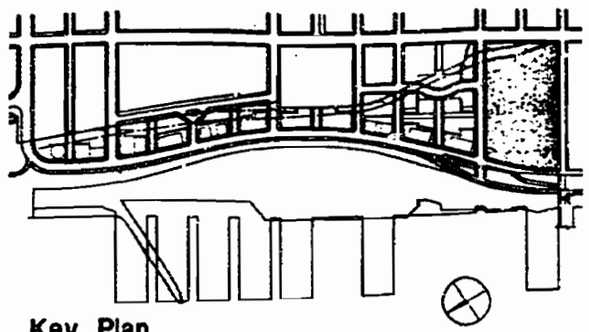
Section P-P

Section Q-Q

REEL 1934PG0247



Section Key



Key Plan

Riverside South

RIVERSIDE SOUTH
PLANNING CORPORATION

1350 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

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Frances Estenson, Natural Resources Defense Council
Linda Davidoff, Pratt Council
Bruce N. Ross, The Rockefeller
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

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Transportation Engineer
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HNTB
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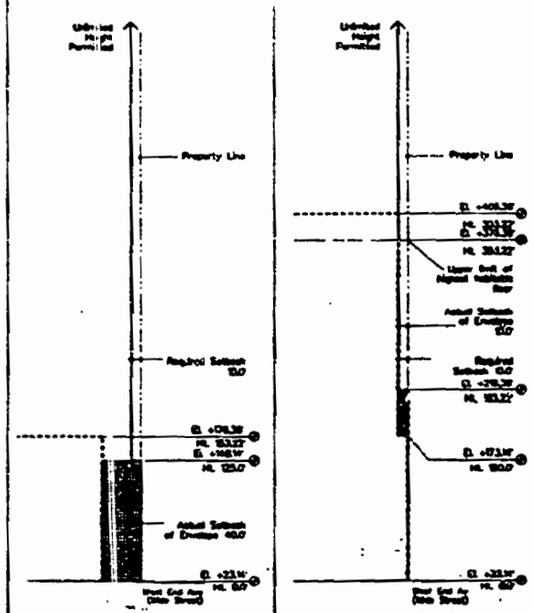
Marine Consultant
Olko Engineering
120 West 31st St, New York, NY 10001

REEL 1934 PG 0248

West End Avenue Curb Level Established at El. +23.14'



Section R-R
[illegible] South of West 61st Street
Based on R-10 bldg

Section S-S
[illegible] South of West 61st Street
Based on R-10 bldg

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
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Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY 10037

Notes

1. Elevations shown hereon are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is 2.75' above the USC&GS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	21 Oct 1988	
3	16 Oct 1988	
2	11 May 1988	
1	13 Apr 1988	

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Zoning Lot L/M/N Zoning Compliance (2 of 2)

(ULURP Attachments 3 & 4)

Date: 1 February 1988
Project No.: SOM/PW [illegible]
Sheet No.: Z-30
Scale: 1" = 60'-0"

REEL 1934 PG 0249

STREETWALL TYPE L

Setbacks

The front building wall of all Streetwall Type L buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' except for permitted recesses and carrier controls. Between 125' and 135', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 135', the front wall shall set back a minimum of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type L is defined as the zone on any mandatory streetwall fronting on a stepped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a watertable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 10" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type L buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 30' of the intersection of two street lines, or within 10' of the lot build zone above grade. When a front wall recess is open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

TOWER* CONTROLS

Tower Envelope Controls

The tower envelopes are divided into three zones to provide relief in the mass of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lowest portion of the tower which extends from the top of the transition zone or midrise zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not contain any zoning floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Tower Building Controls - Maximum Tower Dimensions

Within the tower envelopes defined, maximum dimensions for tower lengths (o) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Continuous Tower Face

The length of the continuous continuous tower face is established beyond which length it shall be relieved by a recess between 5' and 5' in depth. Because of the varying sizes of the tower envelopes, the continuous continuous tower face dimensions have been established on a parcel-by-parcel basis.

Continuity of Materials

All faces of each tower zone be given equal finish treatment and articulation.

Tower Tops

All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and vertical proportion as they rise from their base at the upper limit of the highest habitable floor to their full height. The building materials used in tower tops shall be used elsewhere in the exterior facade of the building.

Zoning Floor Area Performance

A maximum tower floor area has been established by zoning lot.

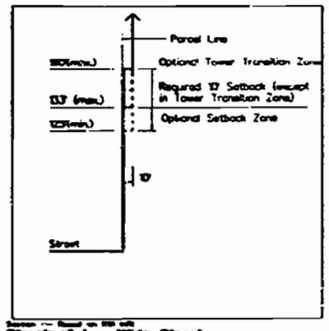
*Note: The term "tower" as used in these design controls refers to a high rise building configuration and not the term as used and defined in the Zoning Resolution.

REEL 1934 PG 0250

Generic Streetwall Encroachment Diagrams

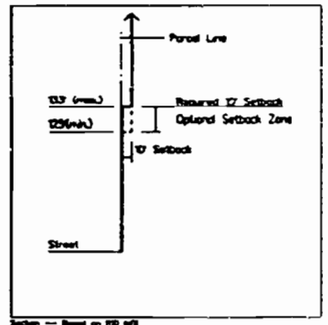
(For Locations of Specific Waivers, See Sheet 2-29/2-30)

☐ Positive Encroachment ☒ Negative Encroachment



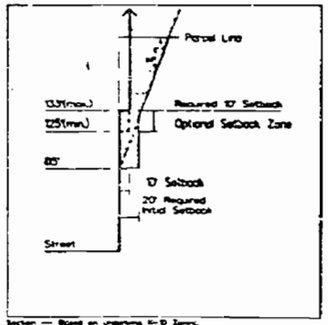
Section — Based on R10 with

Streetwall I — Wide Street



Section — Based on R10 with

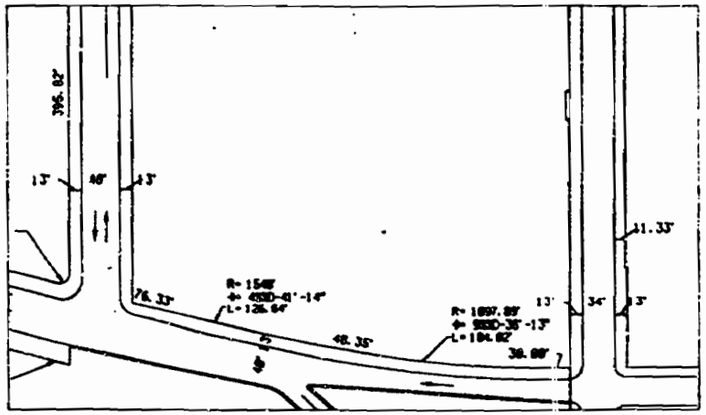
Streetwall L — Wide Street



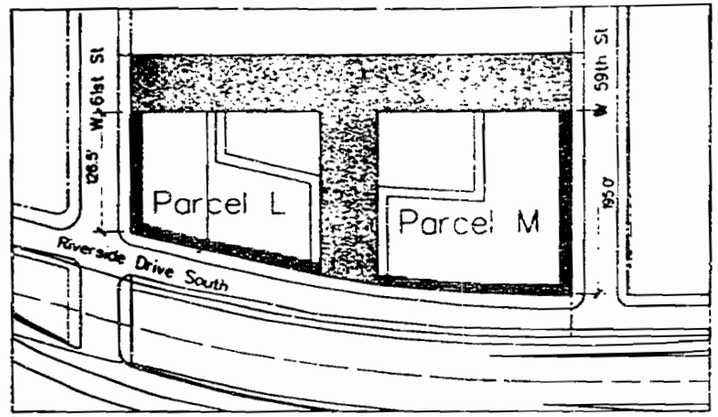
Section — Based on underlying R-10 Zoning

Streetwall L — Narrow Street

REEL 1934 PG 0251



Site Plan and Dimensions



Streetwall Controls

Mandatory Streetwall Type I (Riverside Drive Streetwall)

Mandatory Streetwall Type L (Cross Street Streetwall)

No Build Zone Above Grade

Structures Less Than 30' High Permitted

Urban Design Control Notes

STREETWALL TYPE I

Setbacks

The front building wall of all Streetwall Type I buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted recesses and corner courts). Between 125' and 135', the front building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above 135', the front wall shall set back a minimum of 10', for the full height of the building envelope, except to the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type I located between the first setback and the first tower floor. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 70% of the length of the front wall, provided however, that such projections may not be located within 20' of the intersection of two street lines.

Base Zone Controls

The Base Zone for Streetwall Type I is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material are change without interruption, material change, surface or recessive relief from the body of the building through the base zone or grade. Except for building entrances, the base wall have a waterable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type I buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines. Where a front wall recess is open to the sky and is less than 30' wide, such recess shall be at least twice as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

STREETWALL TYPE L

Setbacks

The front building wall of all Streetwall Type L buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 125' (except for permitted recesses and corner courts). Between 125' and 135', the front wall may set back, if such a setback occurs, it shall be an average of 10' deep. Above 135', the front wall shall set back a minimum of 10', for the full height of the building envelope.

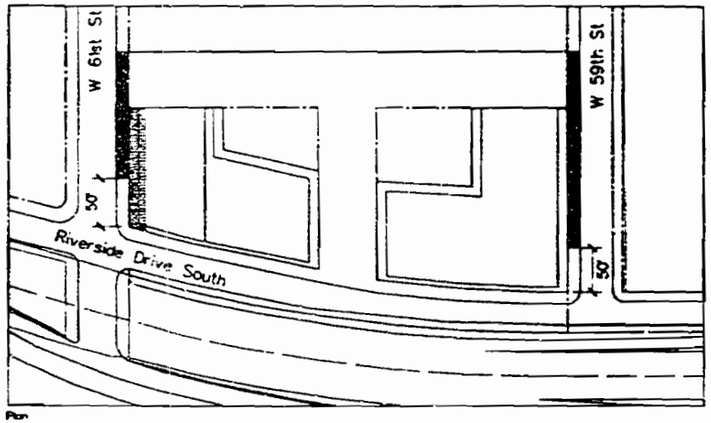
Base Zone Controls

The Base Zone for Streetwall Type L is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 30% of the area of the building wall shall be stone or cast stone. Under no circumstance shall the surface characteristics of the front wall material ever change without interruption, material change, surface or recessive relief from the body of the building through the base zone or grade. Except for building entrances, the base wall have a waterable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type L buildings shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 40% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 20' of the intersection of two street lines, or within

Generic Streetwall Encroachment Diagrams



Plan

Ground Floor Controls

Optional Retail Frontage (1)

Permitted Curb-Cut Zone for Parking and Loading

Notes:

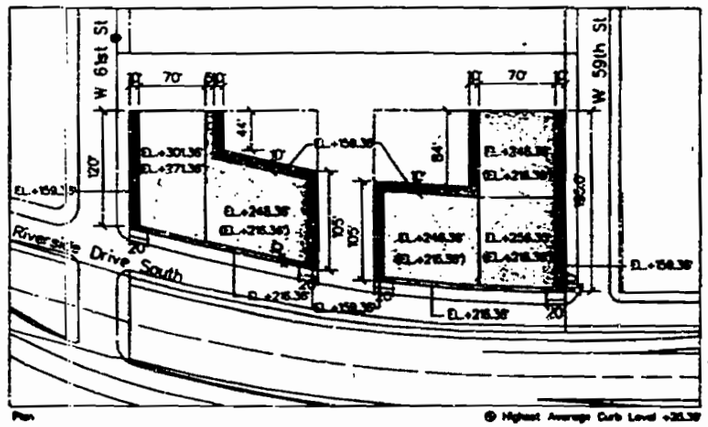
(1) Except where retail frontage is delineated as "mandatory" or "optional," retail frontage will be prohibited.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Each building entrance shall be recessed a minimum of 3' from the front wall of the building; it shall be a minimum of 15' and a maximum of 20' wide; and in height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by canopies or awnings. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same means and accommodations as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to hotel buildings are permitted on Freedom Place, but shall be no more than 30' wide and 20' high.

Retail Frontage Controls

Retail with mandatory retail frontage shall have a minimum of 80% of such frontage in active retail use. The retail frontage must be defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 85% of such retail frontage area shall be transparent glass. Along the length of the retail frontage area, the transparent glass will be subdivided by intervening a maximum of 10' by a solid or opaque column with a minimum width of 3'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

@ Highest Average Curb Level +20.39

Building Envelope Controls

Building Envelope

Lowrise Zone

Base Zone: Midrise

Base Zone: Transition

Tower Zones: A/B

Tower Dimensional Controls	Maximum Tower Dimension		Maximum Continuous Tower Face	
	Parcel L	Parcel M	Parcel L	Parcel M
Tower Zone: A	90'	NA	80'	NA
Tower Zone: B	NA	NA	NA	NA
Tower Zone: Top	80'	80'	NA	NA

Maximum Zoning Floor Area in Tower Zones on Zoning Lot L/M/N (Parcel L): 52,500 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
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Richard A. Kahan, Chairman
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BOARD

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Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

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Skidmore, Owings & Merrill
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Civil Engineer

HNTB
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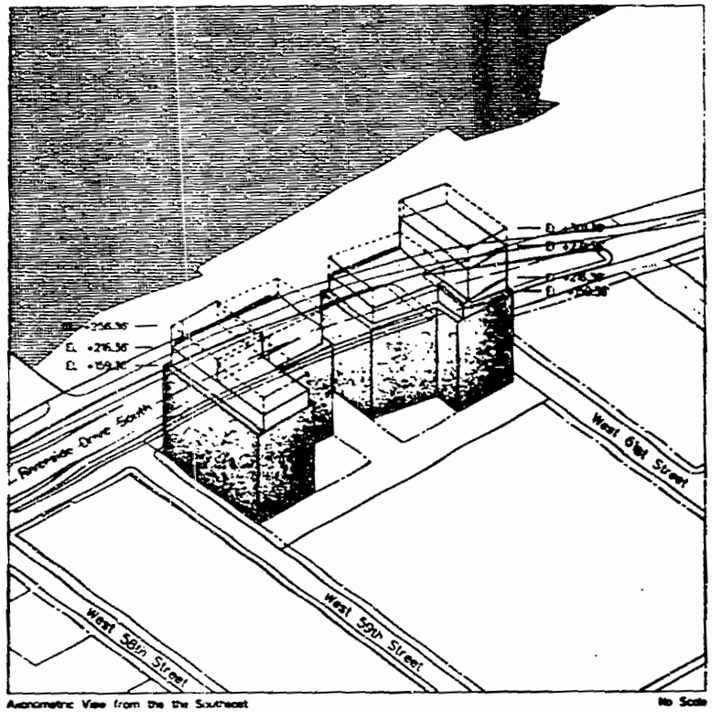
REEL 1934 PG 0252



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

	Lot L/M/N	Parcel L	Parcel M
Townhouse Zone	45'-75'		
Base Zone: Midrise	125'-133' (or 13 stories, whichever is less)		
Base Zone: Transition	133'-180' (or 18 stories, whichever is less)		
Tower Zone: A		+249/23 st.	NA
Tower Zone: B		NA	NA
Tower Zone: Top (Mechanical Top)			

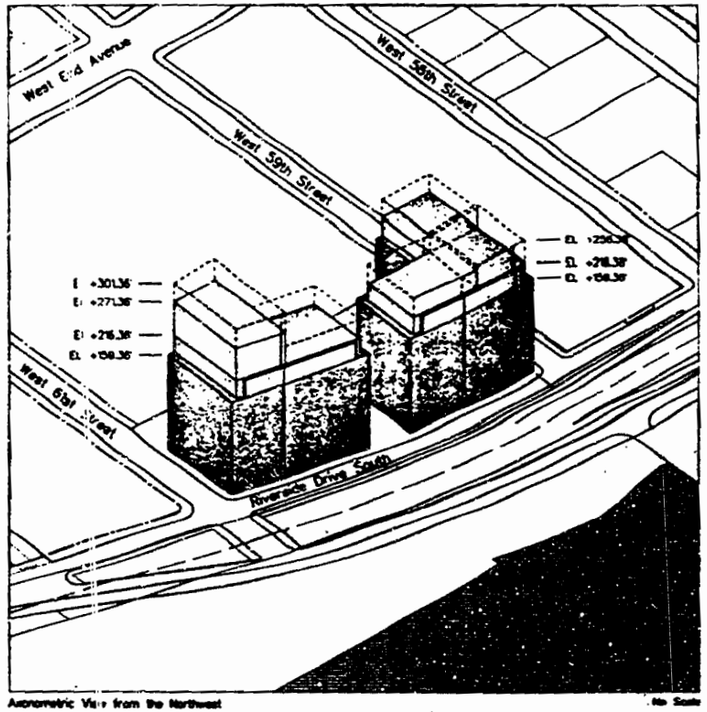
General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-29/Z-30.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

HFT – Maximum Limit of Highest Occupiable Floor NA – Not Applicable



Axonometric View from the Northwest — No Scale

Building Envelope Diagram with Height Controls

	Lot L/M/N	Parcel L	Parcel M
Townhouse Zone	45'-75'		
Base Zone: Midrise	125'-133' (or 13 stories, whichever is less)		
Base Zone: Transition	133'-180' (or 18 stories, whichever is less)		
Tower Zone: A		+249/23 st.	NA
Tower Zone: B		NA	NA
Tower Zone: Top (Mechanical Top)			

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-29/Z-30.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

HFT – Maximum Limit of Highest Occupiable Floor NA – Not Applicable

Civil Engineer
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Marine Consultant
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Ventilation Consultant
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One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
4	31 Oct 2000	
3	16 Oct 2000	
2	21 [illegible] 2000	
1	13 Apr 2000	

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Zoning Lot L/M/N (1 of 2)

Urban Design Controls

Date	Project No.
1 February 2000	2000/PW 02000
	Sheet No.
Scale: 1"=200' unless noted otherwise	Z-31

REEL 1934 PG 0253

[illegible]

Tower Envelope Controls

The tower envelopes are divided into three zones to provide relief in the mass of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the transition zone or midrise zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" zone of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not remain any zoning floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Tower Building Controls - Maximum Tower Dimension

Within the tower envelopes defined, maximum dimensions for tower lengths (s) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal sections below it.

Continuous Tower Face

The length of the maximum continuous tower face is established beyond which length it shall be relieved by a recess between 5' and 5' in depth. Because of the varying sizes of the tower envelopes, the maximum continuous tower face dimensions have been established on a parcel-by-parcel basis.

Continuity of Materials

All faces of each tower must be given equal finish treatment and articulation.

Tower Tops

All mechanical equipment shall be fully enclosed or shielded from view on all sides of the building. Tower Tops shall diminish in horizontal and vertical proportion as they rise from their base at the upper front of the highest habitable floor to their full height. The building materials used in tower tops shall be used elsewhere in the exterior facade of the building.

Zoning Floor Area Performance

A maximum tower floor area has been established by zoning lot.

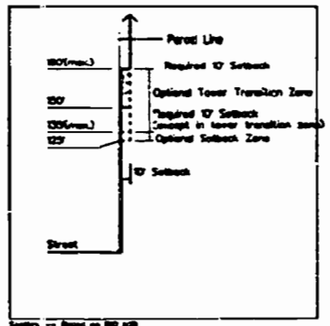
*Note: The term "tower" as used in these design controls refers to a high rise building configuration and not the term as used and defined in the Zoning Resolution.

Generic Streetwall Encroachment Diagrams

(For Locations of Specific Waivers, See Sheet Z-29/Z-30)

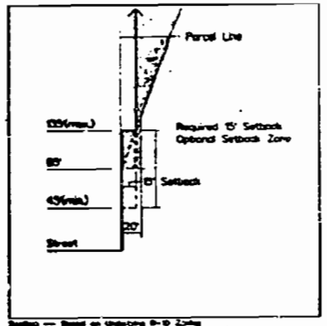
Positive Encroachment

Negative Encroachment



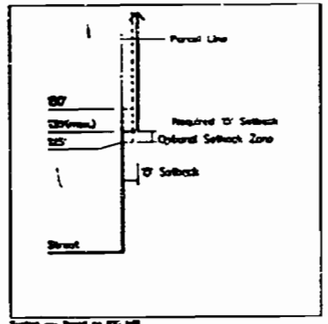
Section — Based on PIC 600

Streetwall G — Wide Street



Section — Based on Underlying R-10 Zoning

Streetwall M — Narrow Street

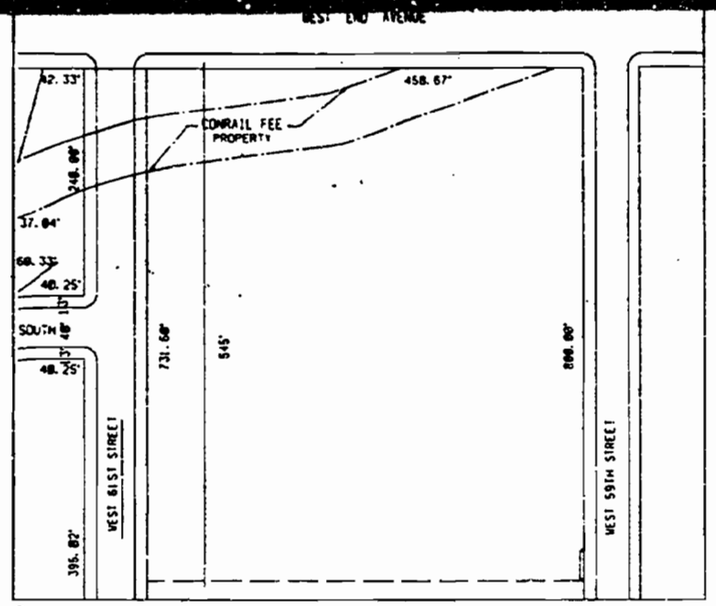


Section — Based on PIC 600

Streetwall G — Narrow Street

REEL 1934 PG 0254

REEL 1934 PG 0255



Plan

Site Plan and Dimensions

Urban Design Control Notes

CONTEXTUAL STREETWALL TYPE G: Avenue Studio Streetwall

Mandatory Front Building Walls

The Mandatory Front Building Wall of all Streetwall Type G buildings shall extend along the full length of the mandatory streetwall, without setback to a height of 125' (except for permitted recesses and corner controls). Between 125' and 135', the front building wall may set back; if such a setback occurs, it shall be a minimum of 10' deep. Above 135', the front wall shall set back a minimum of 15', except in the Tower Transition Zone.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type G on West End Avenue, located between the first setback and 180'. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 30% of the length of the front wall, provided however, that such projections may not be located within 60' of the intersection of two street lines.

Recess Controls

Recesses in the streetwall are mandated for a minimum width of 30% and a maximum width of 50% at any one level, for a minimum depth of 5' and a maximum depth of 5' from the mandatory build-to line. Such recesses shall have a maximum horizontal dimension of 20'.

CONTEXTUAL STREETWALL TYPE M: Side Street Studio Streetwall

Mandatory Front Building Walls

The Mandatory Front Building Wall of all Streetwall Type L buildings shall extend along the full length of the mandatory streetwall, without setback to a height of 65' (except for permitted recesses and corner controls). Between 65' and 135', the front building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above 135', the front wall shall set back a minimum of 15', except in the Tower Transition Zone. The western portion of the mandatory streetwall, facing the residential buildings on Parcels L and M, shall be set back between 125' and 135' for an average depth of 80' but never less than 10' from the mandatory build-to line.

Tower Transition Zone Controls

The Tower Transition Zone is that portion of Streetwall Type G on West End Avenue, located between the first setback and 180'. Within this zone, the building may project beyond the setback line for a maximum, at any level, of 30% of the length of the front wall, provided however, that such projections may not be located within 60' of the intersection of two street lines.

Recess Controls

Recesses in the streetwall are mandated for a minimum width of 30% and a maximum width of 50% at any one level, for a minimum depth of 5' and a maximum depth of 5' from the mandatory build-to line. Such recesses shall have a maximum horizontal dimension of 20'.

Tower Envelope Controls

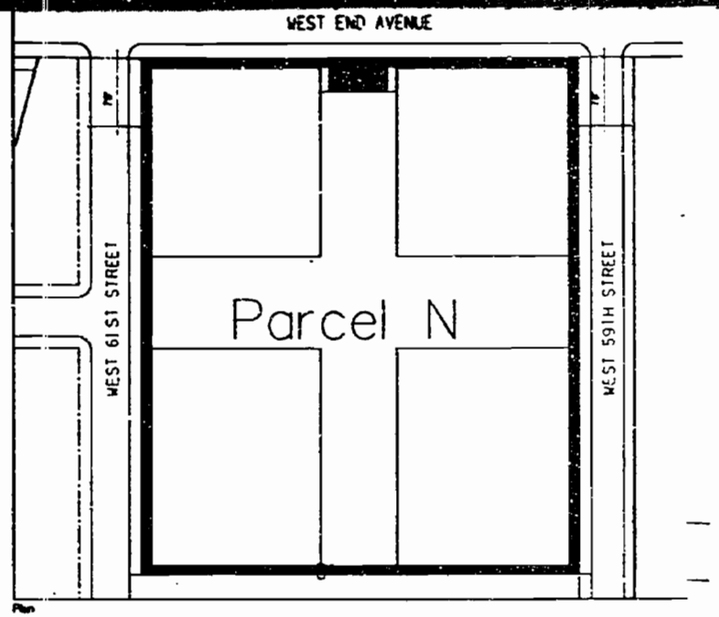
The tower envelopes are divided into three zones to provide relief on the mass of the tower and to specifically require a mechanical enclosure at the top of the buildings. Tower Zone A is the lower portion of the tower which extends from the top of the transition zone or setback zone (whichever is higher) to the base of Tower Zone B. Tower Zone B is the "setback" mass of the tower and is directly above Zone A. The Tower Top is the mechanical penthouse zone and shall not overrun any zoning floor area. The tower top is required at the top of the building, regardless of whether Tower Zones A or B have been provided. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal section below it.

Tower Building Controls - Maximum Tower Dimension

Within the tower envelopes defined, maximum dimensions for tower lengths (n) are established for Tower Zones A and B. Every horizontal section in all tower zones shall fit within the perimeter of the horizontal section below it.

Continuous Tower Face

The length of the maximum continuous tower face is established beyond which length it shall be relieved by a recess between 5' and 8' in depth.



Plan

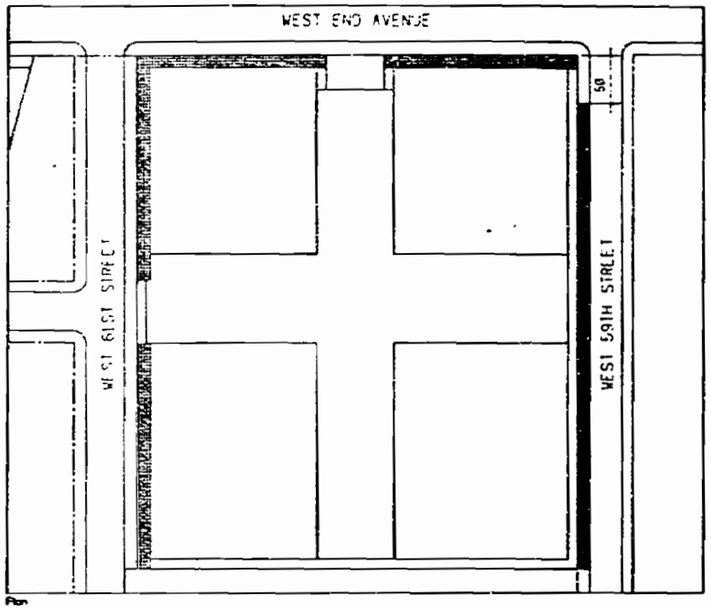
Streetwall Controls

Mandatory Contextual Streetwall Type G (Avenue Studio Streetwall)

Mandatory Contextual Streetwall Type M (Side Street Studio Streetwall)

No Build Zone Above Grade

Generic Streetwall Encroachment Diagrams



Plan

Ground Floor Controls

Optional Retail Frontage (1)

Permitted Curb-Cut Zone for Parking and Loading

Notes:

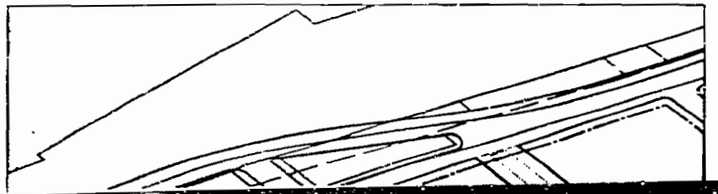
(1) Except where retail frontage is delineated as "mandatory" or "optional," retail frontage will be prohibited.

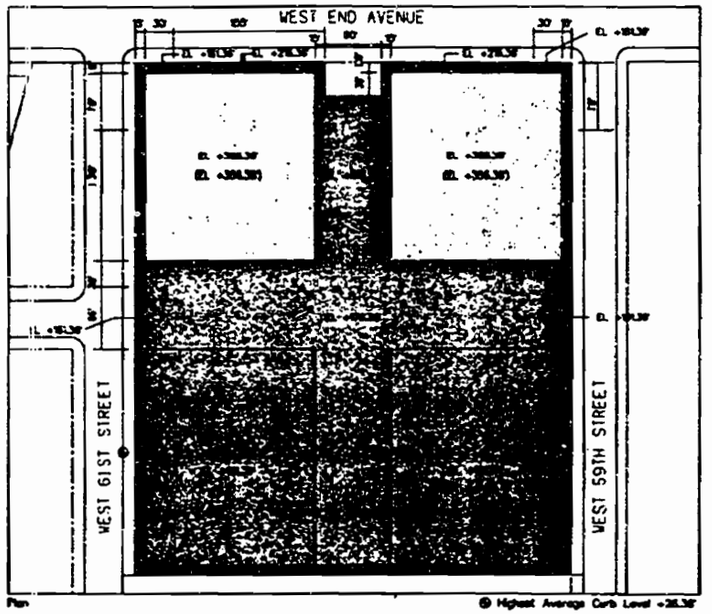
Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Each building entrance shall be recessed a minimum of 1' from the front wall of the building, it shall be a minimum of 15' and a maximum of 20' wide, and its height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same entrance and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to lobbies of buildings are permitted on Freedom Place, but shall be no more than 16' wide and 20' high.

Retail Frontage Controls

Screens with circulatory retail frontage shall have a minimum of 65% of such frontage in active retail use. The retail frontage must be defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 65% of such retail frontage must shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a maximum of 18' by a solid or opaque column with a minimum width of 3'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.





Plan

@ Highest Average Curb Level +26.38'

Building Envelope Controls

Building Envelope

MiDtee Zone

Tower Zones: A/B

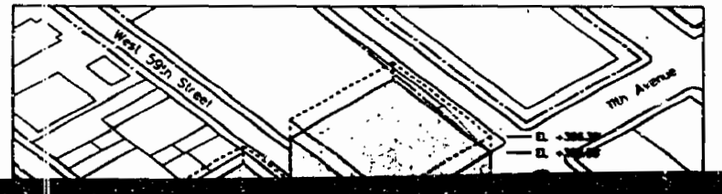
Tower Dimensional Controls	Maximum Tower Dimension Parcel N	Maximum Continuous Tower Face Parcel N
Tower Zone: A	170' (north/south) 180' (east/west)	120'
Tower Zone: B	140' (north/south) 180' (east/west)	120'
Tower Zone: Top	140' (north/south) 180' (east/west)	NA

Maximum Floor Area in Tower Zones (Parcel N) is 800,000 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable



Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Kostpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Booz Allen Hamilton Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

Transportation Engineer

PHILIP HABIB & ASSOCIATES
30 West 26th St., New York, NY 10010

Civil Engineer

HNTB
333 7th Ave., New York, NY 10001

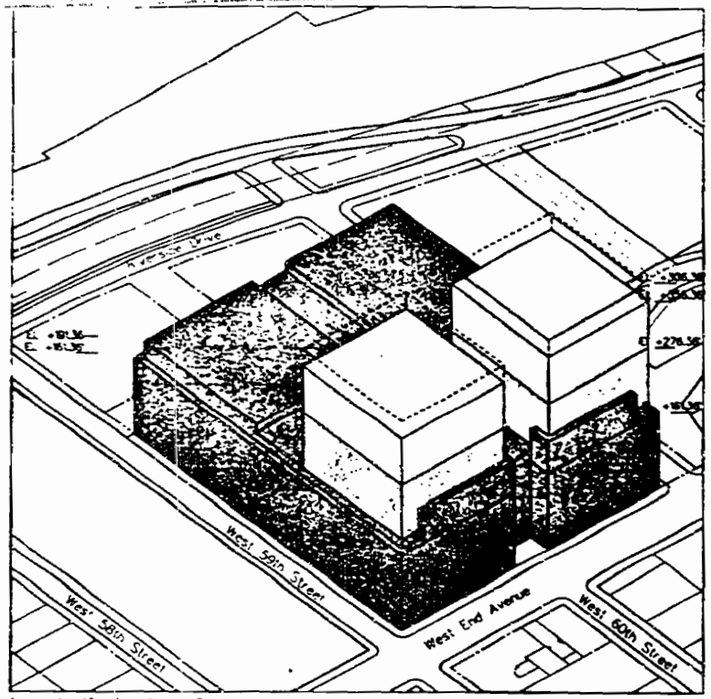
Marine Consultant

Olko Engineering
138 West 21st St., New York, NY 10011

Ventilation Consultant

Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

REEL 1934 PG 0256



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

Parcel N

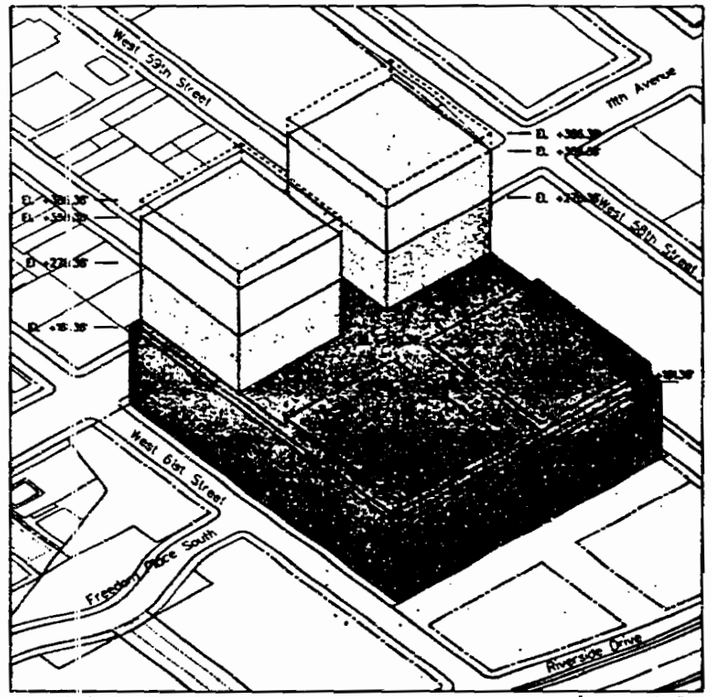
	Midrise Zone	125'–135'	
	Tower Zone: A	250'	
	Tower Zone: B	330' (25 stories) MHF	
	Tower Zone: Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-28/Z-30.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

MHF – Maximum Limit of Highest Habitable Floor



Axonometric View from the Northwest — No Scale

Building Envelope Diagram with Height Controls

Parcel N

	Midrise Zone	125'–135'	
	Tower Zone: A	250'	
	Tower Zone: B	330' (25 stories) MHF	
	Tower Zone: Top (Mechanical Top)		

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-28/Z-30.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

MHF – Maximum Limit of Highest Habitable Floor

333 7th Ave, New York, NY 10001

Marine Consultant
Olko Engineering
130 West 31st St., New York, NY 10001

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revisions
4	20 October 1988	
3	9 October 1987	
2	15 May 1986	
1	15 Apr 1986	

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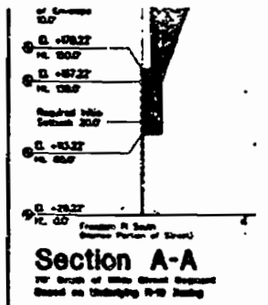
Zoning Lot L/M/N (2 of 2)

Urban Design Controls

Date: 1 February 1988	Project No.: 2000/PP 0000
Check Prints Marked Obsolete	Sheet No.: Z-32

REEL 1934 PG 0257

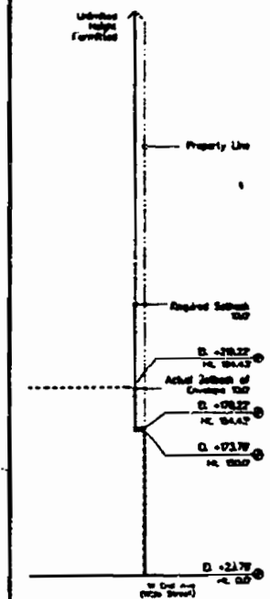
REEL 1934 PG 0258



Section A-A

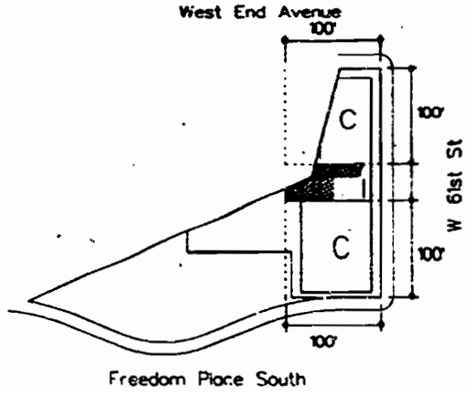
West End Ave

Curb Level Established at El. +23.79'



Section E-E

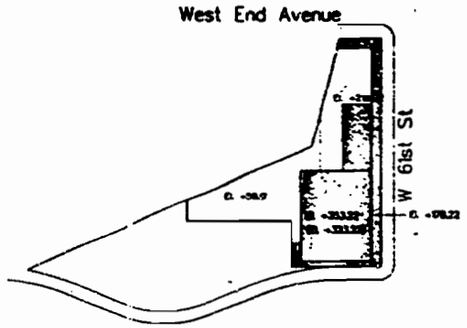
REEL 1934PG0259



Rear Yard Compliance

- Required Rear Yard or Rear Yard Equivalent
- Area of Non-Compliance
- Encroachment beyond required rear Setback for Tall Buildings (above 125')

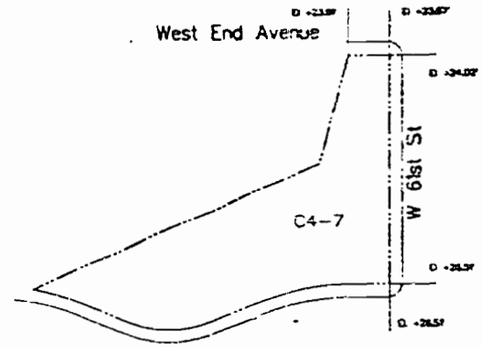
C Corner Lot
T Through Lot
I Interior Lot



Roof Plan Encroachment Diagram

- Street Wall Encroachment, Initial Setback Encroachment, & Sky Exposure Plane Encroachment (12,408.7 SF)

Note: All elevations are measured above the Borough of Manhattan datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevation of the upper limit of the highest habitable floor



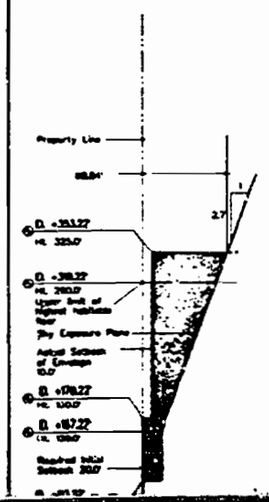
Curb Level Calculations

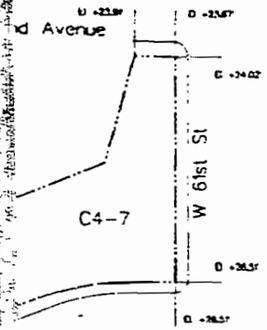
Freedom Place Frontage
29.91' + 26.51' = 56.44'/2 = 28.22'
Average Curb Level for Freedom Place frontage is established at EL +28.22'

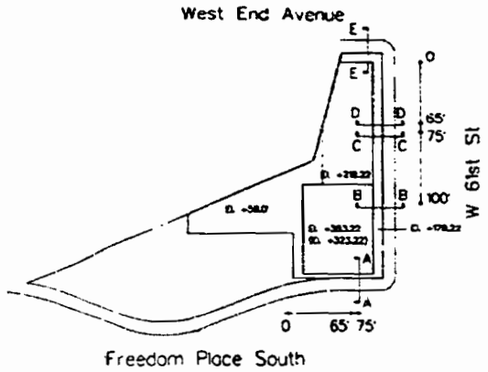
West 61st Street Frontage
24.02' + 26.51' = 50.53'/2 = 25.265'
Average Curb Level for West 61st Street frontage is established at EL +25.27'

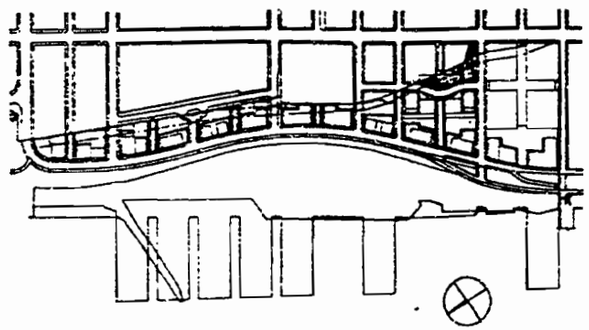
West End Avenue Frontage
23.91' + 23.67' = 47.58'/2 = 23.79'
Average Curb Level for West End Avenue frontage is established at EL +23.79'

Freedom Place South Curb Level Established at EL +28.22'









culations

.22'
Place frontage is established at El. +28.22'

.265
t Street frontage is established at El. +25.27'

.79'
l Avenue frontage is established at El. +23.79'

Section Key

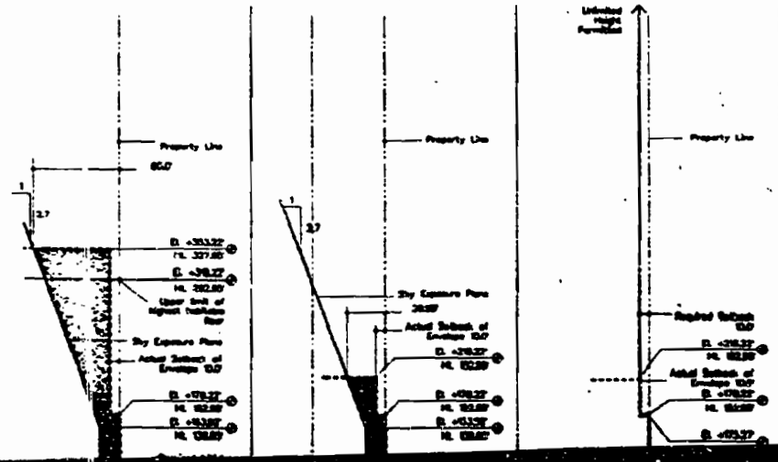
Key Plan

Zoning Lot O

Zoning Lot Area	41,808.88 SF
Zoning District	C4-7, Permitting 10 FAR
Maximum Allowable Floor Area	418,088.80 SF
Maximum Floor Area Provided	260,900.00 SF

Note: 155,188.80 SF of excess zoning floor area will remain on Zoning Lot O. See Sheet Z-6.

West 61st Street Curb Level Established at El. +25.27'



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Bruce H. Simpson, Esq., Wallpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Bowne Futures Inc., Project Management
Daniel Goltman, Environmental
Steven Robinson, Architecture

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THE TRUMP ORGANIZATION
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Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
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PHILIP HABIB & ASSOCIATES
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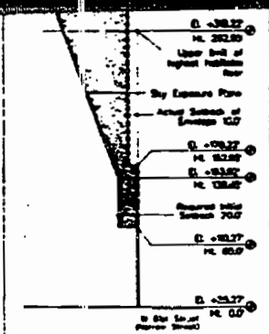
Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

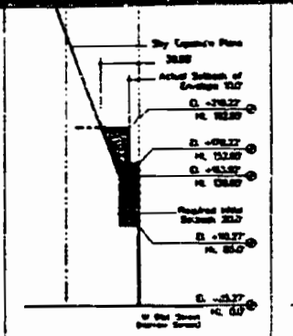
Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas

REEL 1934 PG 0260



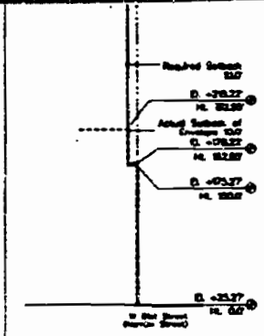
Section B-B

[illegible] West of West End Avenue
Based on Underlying R-10 Zoning



Section C-C

[illegible] West of West End Avenue
Based on Underlying R-10 Zoning



Section D-D

[illegible] West of West End Avenue
Based on R-10 Infill Assessing
Optional [illegible] Return from [illegible]

Civil Engineer
RNTB
333 7th Ave., New York, NY [illegible]

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY [illegible]

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY [illegible]

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY [illegible]

Notes

1. Elevations shown herein are referred to the datum of the Topographical Bureau, Borough of Manhattan, which is [illegible] above the USC&GS datum at Sandy Hook, New Jersey.

2. In cases where the envelope is greater than the requirements of the Mandatory Streetwall would otherwise permit, the more restrictive streetwall requirements govern.

No.	Date	Revision
4	21 Oct [illegible]	
3	[illegible] Oct [illegible]	
2	[illegible] May [illegible]	
1	[illegible] Apr [illegible]	

© [illegible]/Paul Tillon [illegible]

Zoning Lot 0
Zoning Compliance

(ULURP Attachments 3 & 4)

Date: 1 February [illegible]
Project No.: [illegible]
Sheet No.: Z-33
Scale: 1" = [illegible]

REEL 1934 PG 0261

REEL 1934 PG 0262

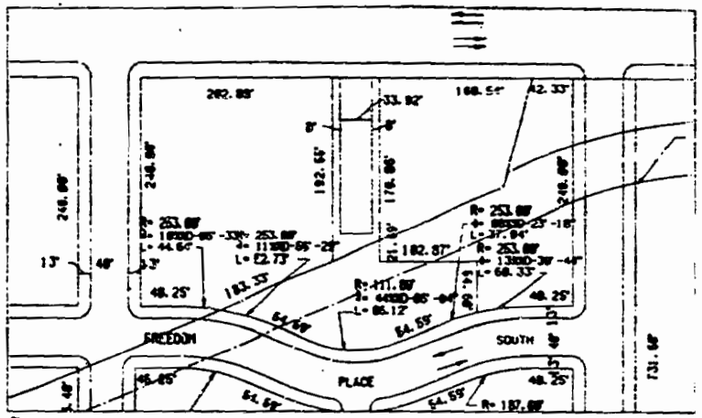
Generic Streetwall Encroachment Diagrams

For Locations of Specific Streets, See Sheet 2-33

Positive Encroachment

Negative Encroachment

REEL 1934 PG 0263



Plan

Site Plan and Dimensions

Urban Design Control Notes

STREETWALL TYPE B

Setbacks

The front building wall of all Streetwall Type B buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 120' (except for permitted recesses and corner setbacks). Between 120' and 130', the front wall may set back; if such a setback occurs, it shall be an average of 10' deep. Above 130', the front wall shall set back an average of 10', for the full height of the building envelope.

Base Zone Controls

The Base Zone for Streetwall Type B is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 70% of the area of the building wall shall be stone or cast stone. Under no circumstances shall the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a waterable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that grade.

Recess Controls

Recesses in the mandatory front building wall of Streetwall Type B buildings, shall be permitted above the ceiling of the third floor or 30', whichever is greater. However, the aggregate length of recesses at any level of the building shall not be more than 60% of the length of the front wall. The maximum depth of a recess shall be 10', and no front wall recess is permitted within 25' of the intersection of two street lines, or within 10' of a Type D Sidewalk. Where a front wall recess is open to the sky and is less than 20' wide, such recess shall be at least as wide as it is deep. Building entrance recesses are permitted provided they are no higher than the level of the second story ceiling.

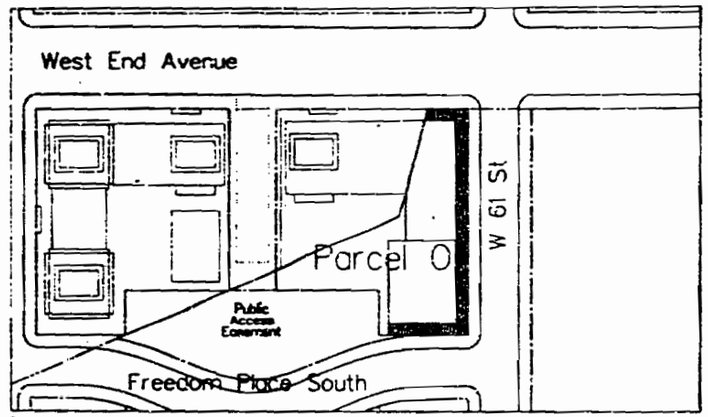
STREETWALL TYPE C

Setbacks

The front building wall of all Streetwall Type C buildings shall extend along the full length of the mandatory streetwall, without setback, to a height of 45'. Between 45' and 75', the front building wall may set back, if such a setback occurs, it shall be a minimum of 10' deep. Above a height of 75', the front wall shall set back a minimum of 10', for the full height of the building envelope. No recesses shall be permitted below the initial setback except for permitted and required corner recesses.

Base Zone Controls

The Base Zone for Streetwall Type C is defined as the zone on any mandatory streetwall fronting on a mapped street or a public access easement, between grade and 30' or the ceiling of the third floor, whichever is higher. Within this zone, a minimum of 70% of the area of the building wall shall be stone or cast stone. Under no circumstances should the surface characteristics of the front wall material continue without interruption, material change, surface or texture relief from the body of the building through the base zone to grade. Except for building entrances, the base will have a waterable of stone or cast stone from the grade of the adjacent sidewalk up to a minimum of 18" and a maximum of 4' above that

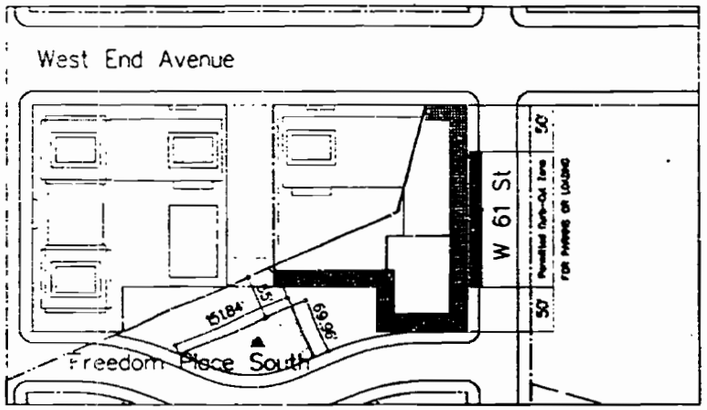


Plan

Streetwall Controls

Mandatory Streetwall Type B (Cross Street Streetwall)

No Build Zone Above Grade



Plan

Ground Floor Controls

Mandatory Retail Frontage (1)

Optional Retail Frontage (1)

Permitted Curb-Cut Zone for Parking and Loading

Area within which an easement for a minimum 8' wide stair and an elevator, if required for handicapped access, will be located providing access to Light Rail Easement below.

Notes:

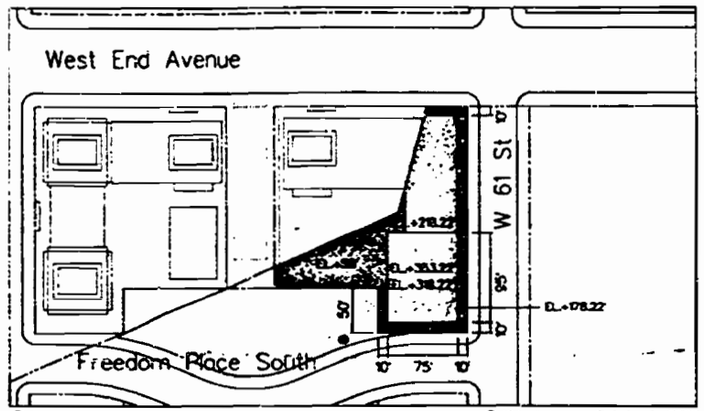
(1) Except where retail frontage is delineated as "mandatory" or "optional" retail frontage will be prohibited.

Building Entrance Controls

All residential buildings fronting on Riverside Drive or Freedom Place South shall have at least one entrance that meets the following criteria. Such building entrance shall be recessed a minimum of 1' from the front wall of the building; it shall be a minimum of 15' and a maximum of 20' wide; and its height shall be no less than 20' above curb level and no greater than the height of the second story ceiling. Primary entrances shall be marked by marquees or canopies. Apartment buildings addressing Freedom Place South will have their primary entrances on Freedom Place South and will have the same recess and marquee/canopy requirements as those buildings on Riverside Drive. There shall be no apartment building entrances on Freedom Place. However, entrances to lowrise buildings are permitted on Freedom Place, but shall be no more than 14' wide and 20' high.

Retail Frontage Controls

Streets with mandatory retail frontage shall have a minimum of 85% of such frontage in active retail use. The retail frontage zone is defined as that area of the front building wall between a minimum height of 15' and a maximum height of 20' above the adjacent sidewalk level. A minimum of 65% of such retail frontage zone shall be transparent glass. Along the length of the retail frontage zone, the transparent glass will be subdivided at intervals of a maximum of 18' by a solid or opaque column with a minimum width of 8'. All glass shall be set back from the face of the column at least six inches (6"), except in the case of bay windows.



Plan

● Highest Average Curb Level +28.22'

Building Envelope Controls

Building Envelope

Lowrise Zone

Base Zone: Midrise

Base Zone: Transition

Tower Zones: A/B

Tower Dimensional Controls	Maximum Tower Dimension Parcel C	Maximum Continuous Tower Face Parcel C
Tower Zone: A	90'	85'
Tower Zone: B	NA	NA
Tower Zone: Top	90'	NA

Maximum Zoning Floor Area in Tower Zones on Zoning Lot O: 52,500 SF

General Note:

All elevations are measured above the Borough of Manhattan Datum. Elevations are measured to the top of the mechanical enclosure except for elevations in parentheses ( ) which denote the elevations of the upper limit of the highest habitable floors.

NA – Not Applicable

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
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THE TRUMP ORGANIZATION
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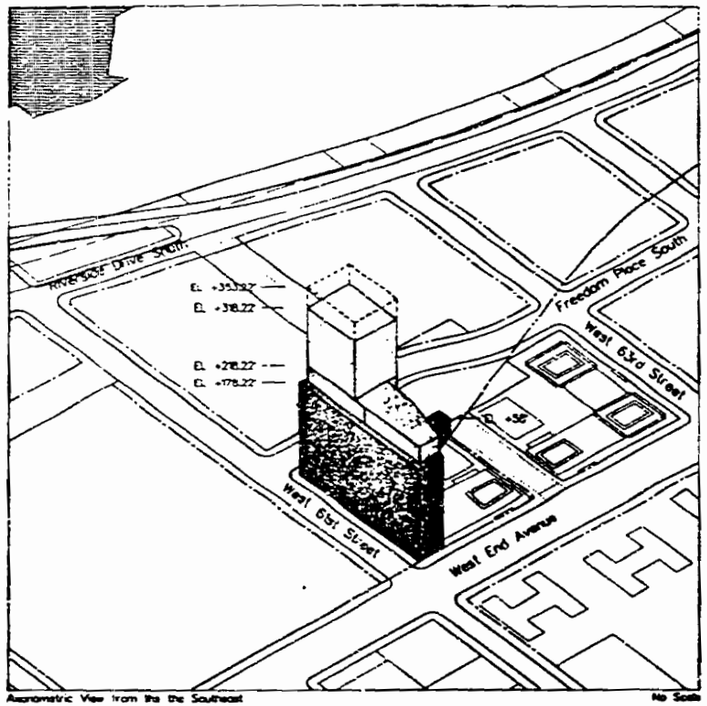
30 West 26th St., New York, NY 10001

Civil Engineer

HNTB
333 7th Ave., New York, NY 10001

REEL 1934 PG 0264

NA – Not Applicable



Axonometric View from the the Southeast — No Scale

Building Envelope Diagram with Height Controls

Lowrise Zone	45–75'	Tower Zone A	• 280'/28 st.
Base Zone Midrise	105'–150' (or 10 stories, whichever is less)	Tower Zone B	NA
Base Zone Transition	150'–180' (or 15 stories, whichever is less)	Tower Zone Top (Mechanical Top)	

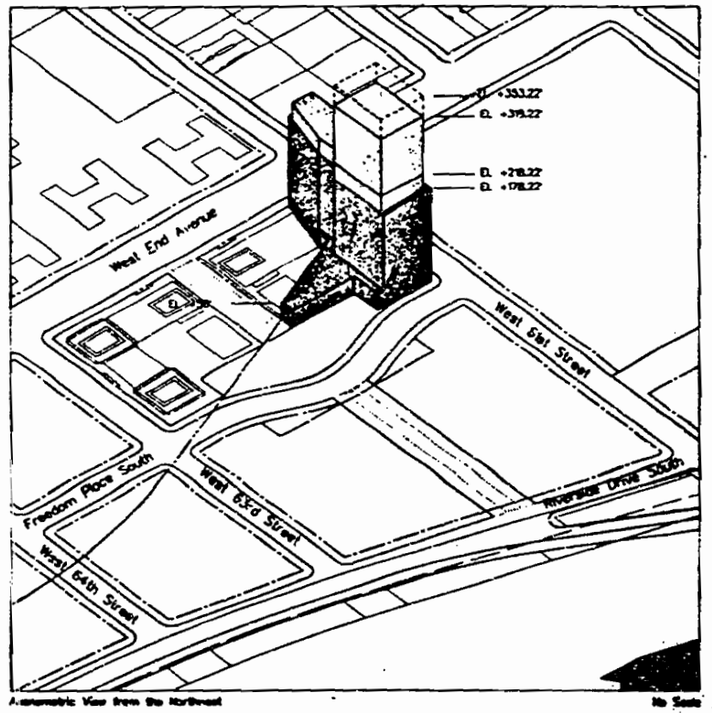
General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-33.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

NA – Not Applicable



Axonometric View from the Northeast — No Scale

Building Envelope Diagram with Height Controls

Lowrise Zone	45–75'	Tower Zone A	• 280'/28 st.
Base Zone Midrise	105'–150' (or 10 stories, whichever is less)	Tower Zone B	NA
Base Zone Transition	150'–180' (or 15 stories, whichever is less)	Tower Zone Top (Mechanical Top)	

General Notes:

Heights measured from highest average curb level on the zoning lot. See curb level calculation sheet Z-33.

The envelope diagram does not represent the actual building. See illustrative diagram for sample building massing.

• – The maximum limit of the highest habitable floor shall be measured as the height in feet above the highest average curb level or as the maximum number of stories (excluding basements and cellars), whichever is less.

NA – Not Applicable

PHILIP HABIB & ASSOCIATES
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Marine Consultant
Olko Engineering
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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY 10007

No.	Date	Revision
4	Oct. 21, 1982	
3	20 Oct 1982	
2	18 May 1982	
1	23 Apr 1982	

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Zoning Lot 0

Urban Design Controls

Date: 1 February 1982

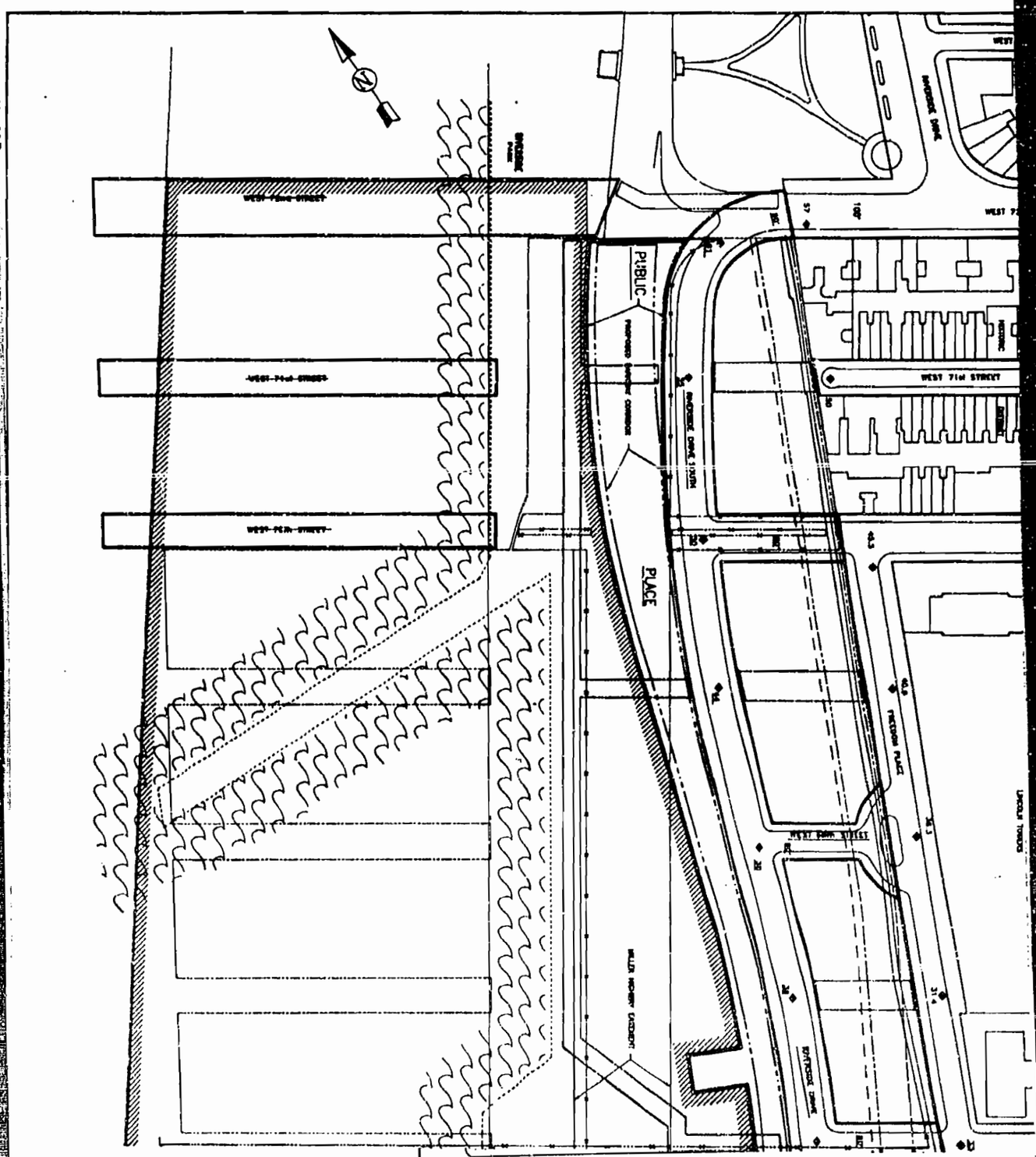
Project No.: 81029/01 Edition –

Sheet No.: Z-34

Scale: 1"=50' unless noted otherwise

REEL 1934 PG 0265

REEL 1934PG0266



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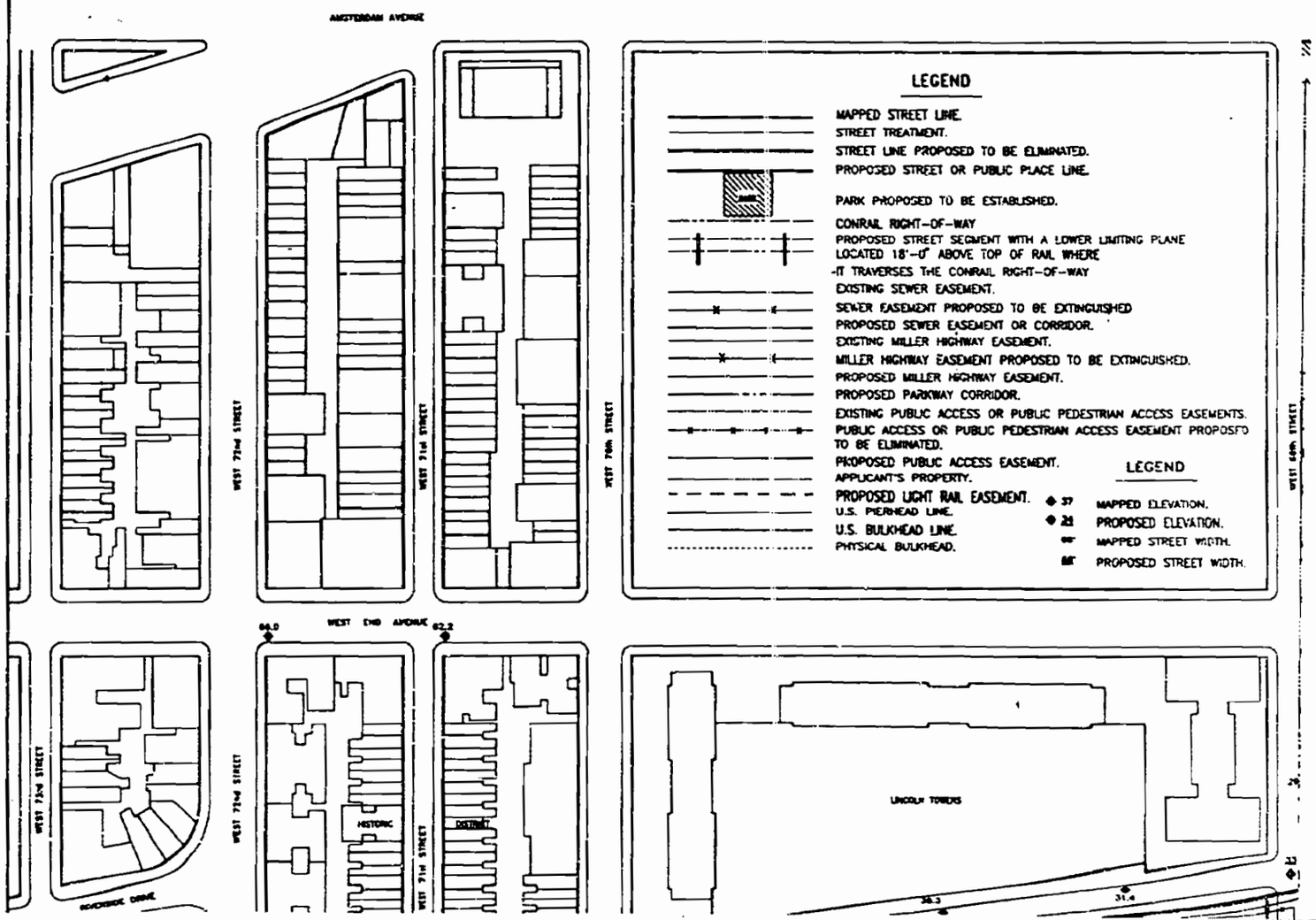

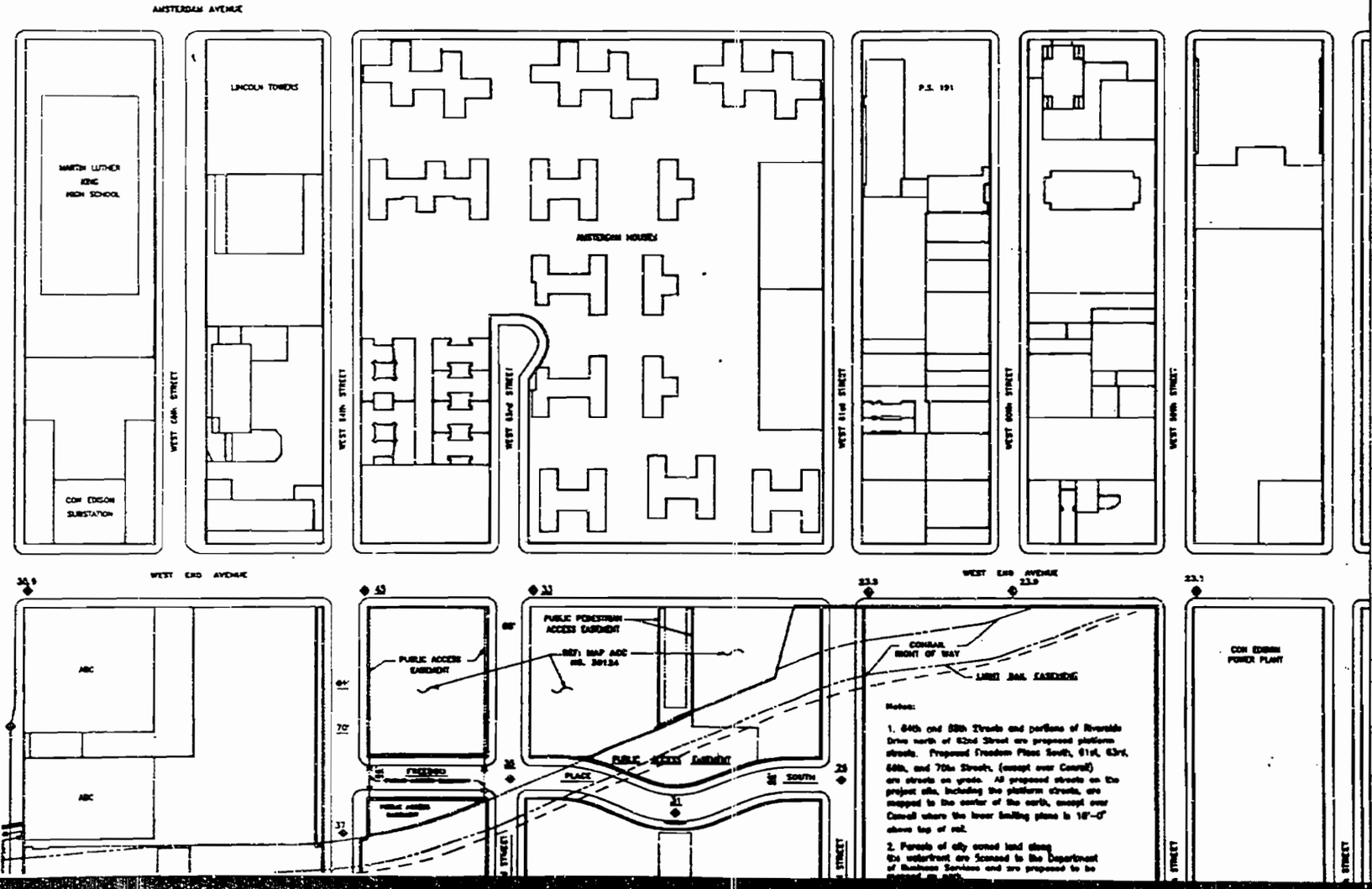

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

180 East 59th St., New York, NY 10022

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Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

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Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners

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Skidmore, Owings & Merrill

Paul Willen/Daniel Peng & Associates

220 East 42nd St., New York, NY 10017

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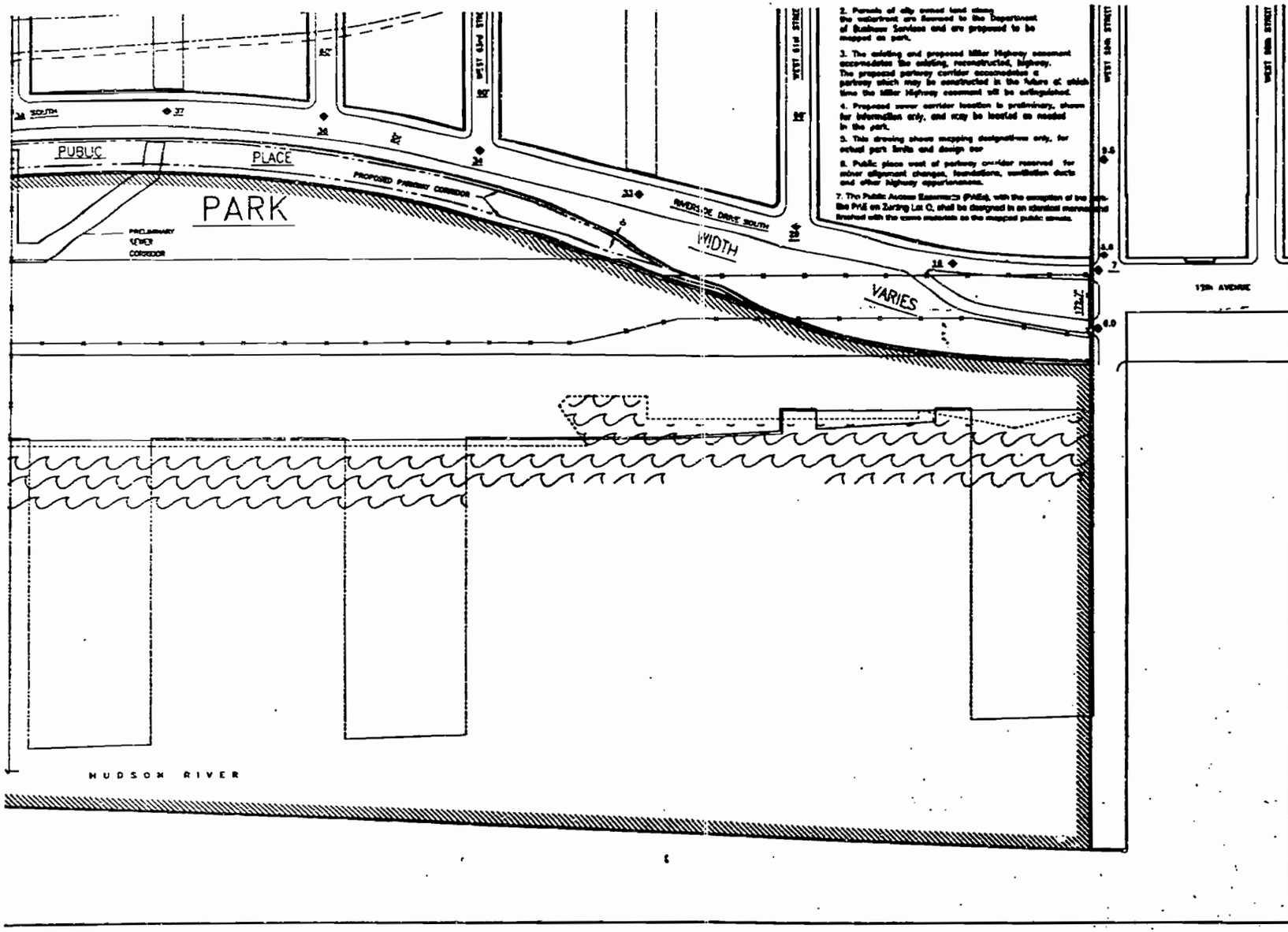
30 West 26th St., New York, NY 10001

Civil Engineer

HMTR

REEL 1934 PG 0268



2. Parcels of city owned land along the waterfront are licensed to the Department of Business Services and are proposed to be mapped as park.

3. The existing and proposed Miller Highway easement accomodates the existing, reconstructed, highway. The proposed parkway corridor accomodates a parkway which may be constructed in the future at which time the Miller Highway easement will be extinguished.

4. Proposed sewer corridor location is preliminary, shown for information only, and may be located as needed in the park.

5. This drawing shows mapping designations only, for actual park limits and design see

6. Public place west of parkway corridor reserved for minor alignment changes, foundations, ventilation ducts and other highway appurtenances.

7. The Public Access Easements (PAEs), with the exception of the [illegible] PAE on Zoning Lot C, shall be designed in an identical manner and finished with the same materials as the mapped public streets.

[illegible] West 59th St., New York, NY 10001

Civil Engineer
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Marine Consultant
Olko Engineering
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Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY

No.	Date	Revision
4	21 Oct. 1992	
3	13 Oct. 1992	
2	4 Sept. 1992	
1	13 Apr. 1992	

● SHC/Post Villas 1992

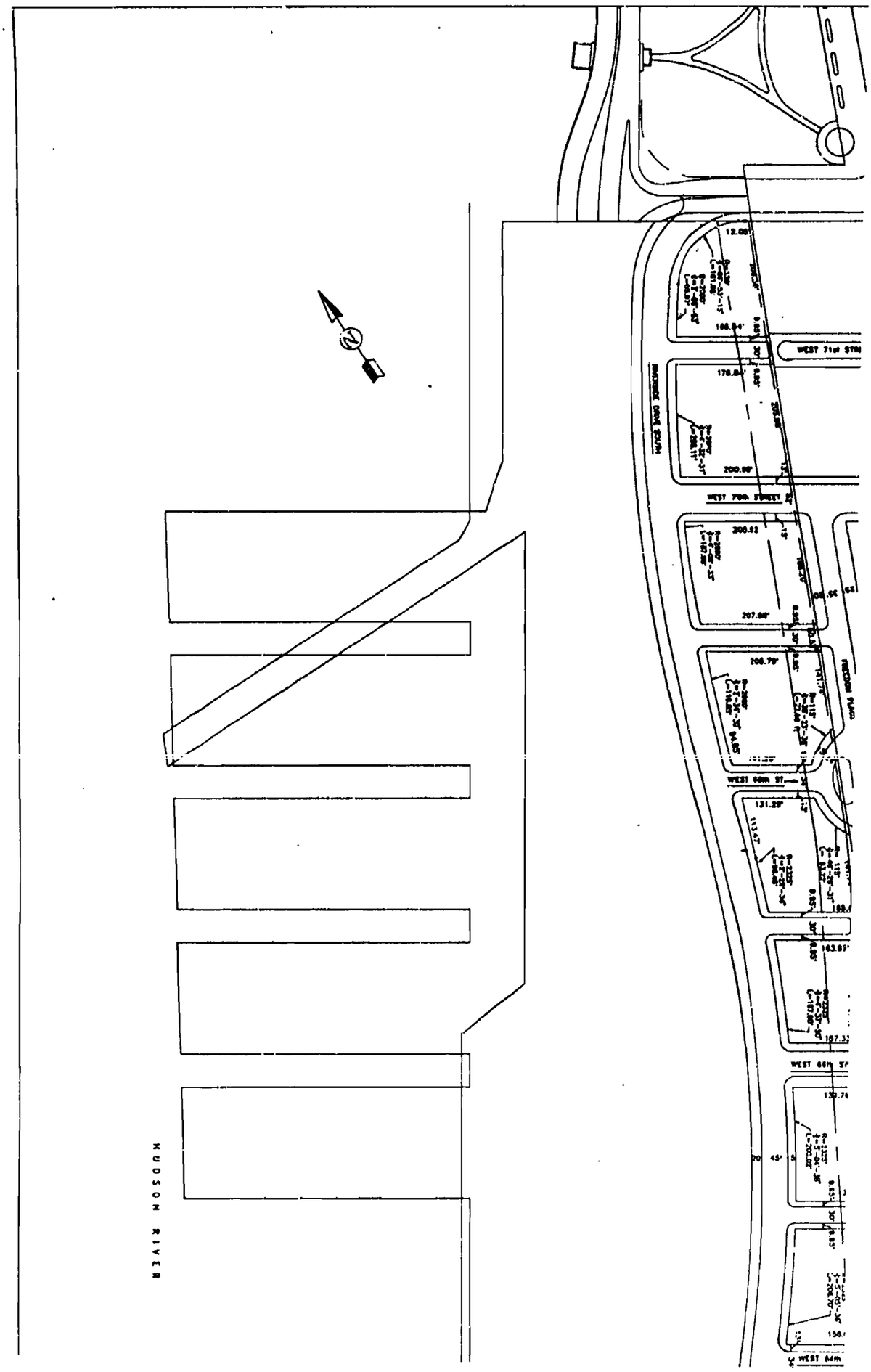
AREA MAP SHOWING MAP CHANGE

Date 3-1-92	Project No. 9101
T.S./Engr.	Sheet No.
Drawn by MC/LE	Z-40
Scale 1"=100'	

REEL 1934 PG 0269

16

REEL 1934 PG 0270



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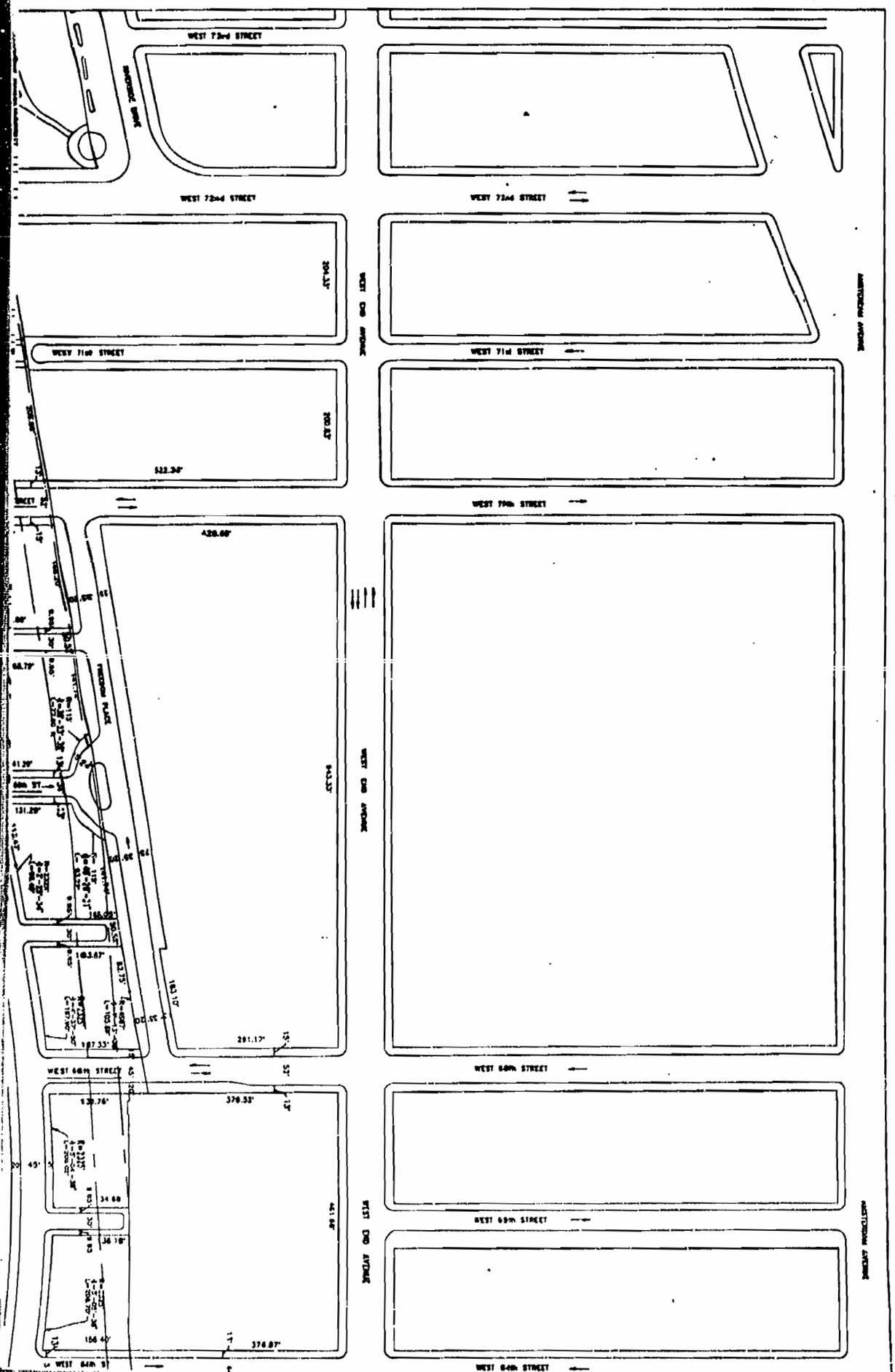

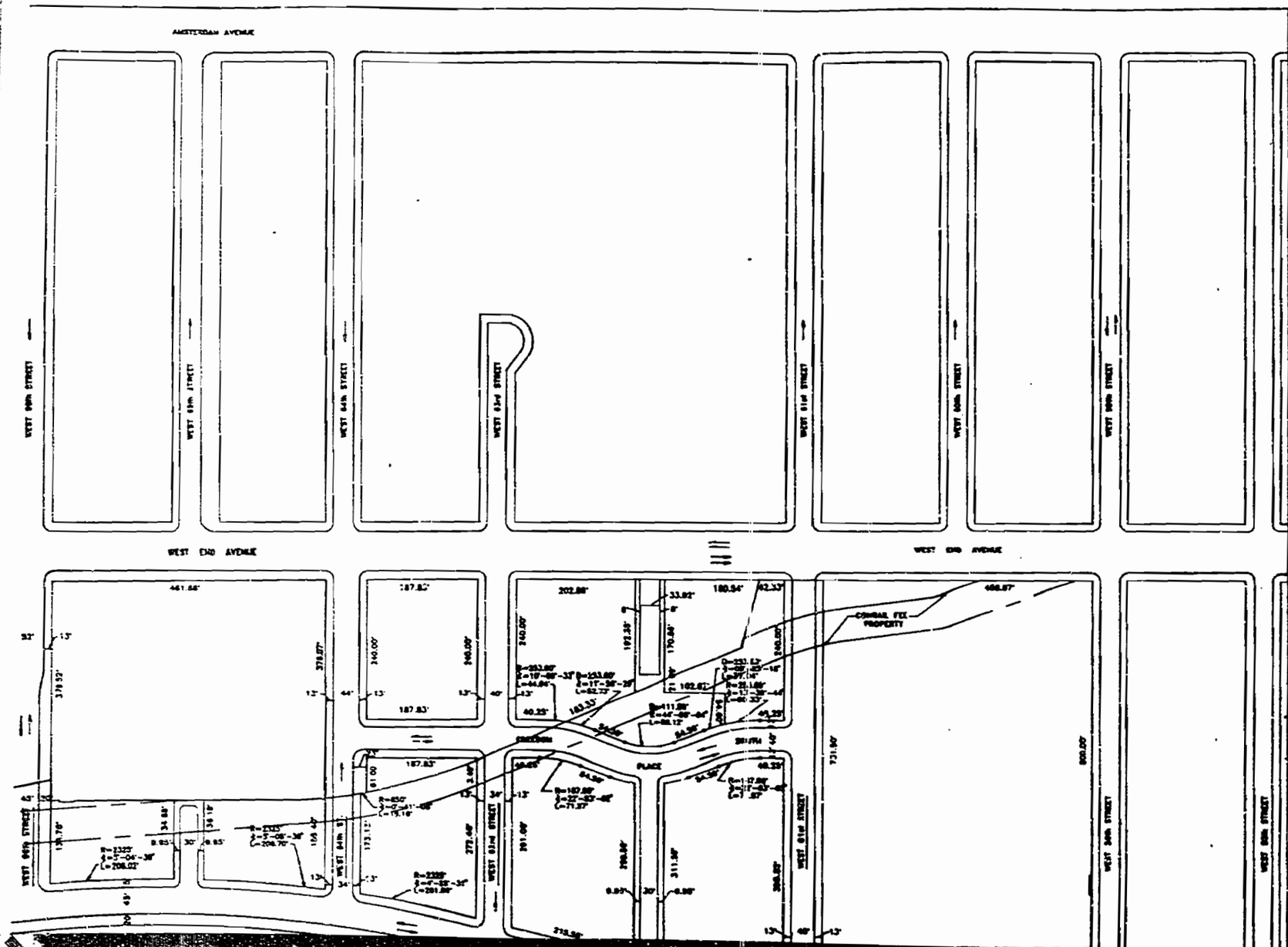

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Peter Wright, Riverside Park Fund

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Steven Robinson, Architectural

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330 7th Ave., New York, NY 10001

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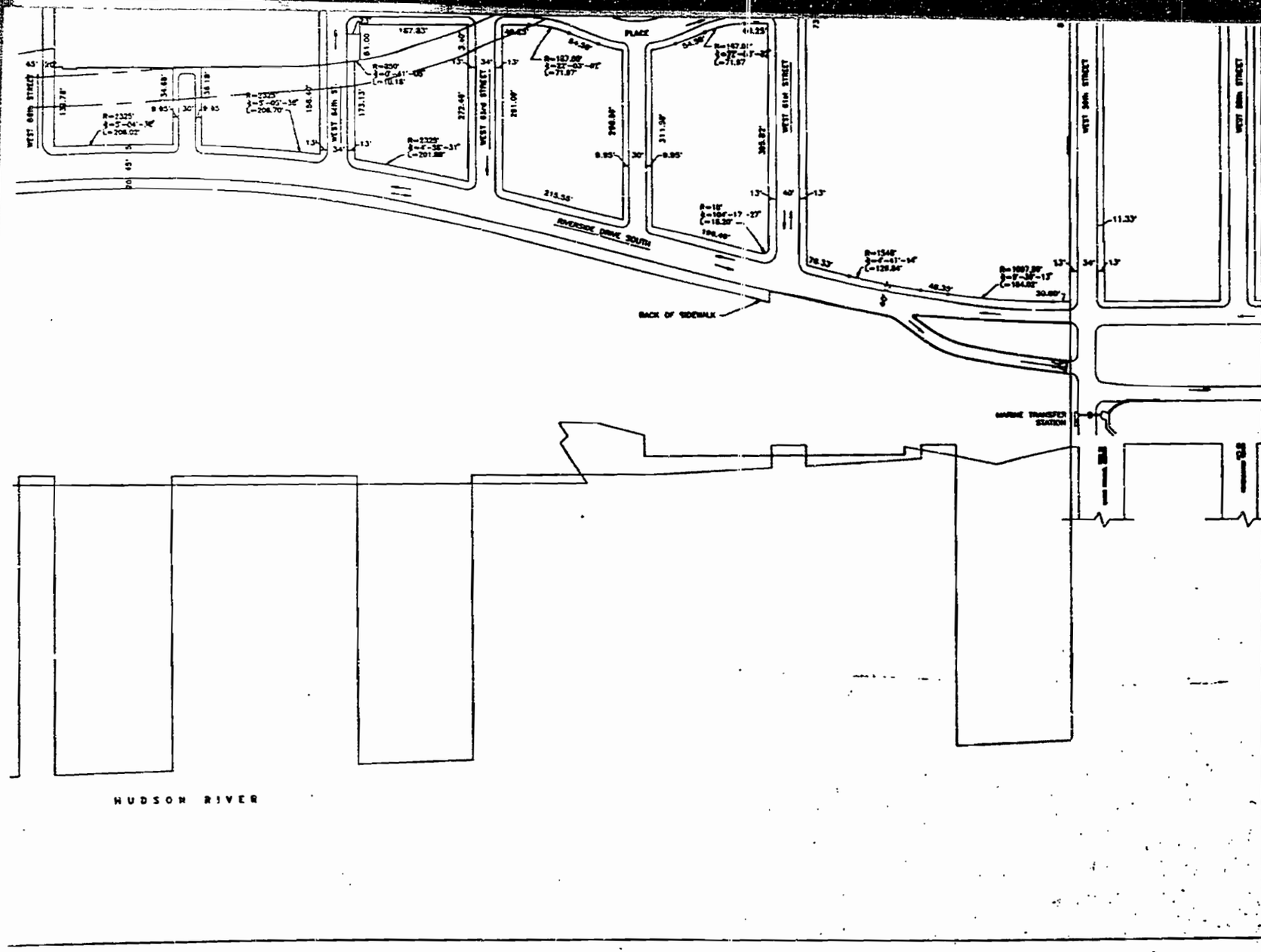
Oike Engineering

120 West 21st St., New York, NY 10011

Ventilation Consultant

Parsons, Brinckerhoff, Quade & Douglas

REEL 1934 PG 0272



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Land Surveyor
Lovell – Belcher, Inc.
167 Chambers St., New York, NY

No.	Date	Revision
3	Oct. 21, 1982	
2	15 Oct. 1982	
1	6-19-82	

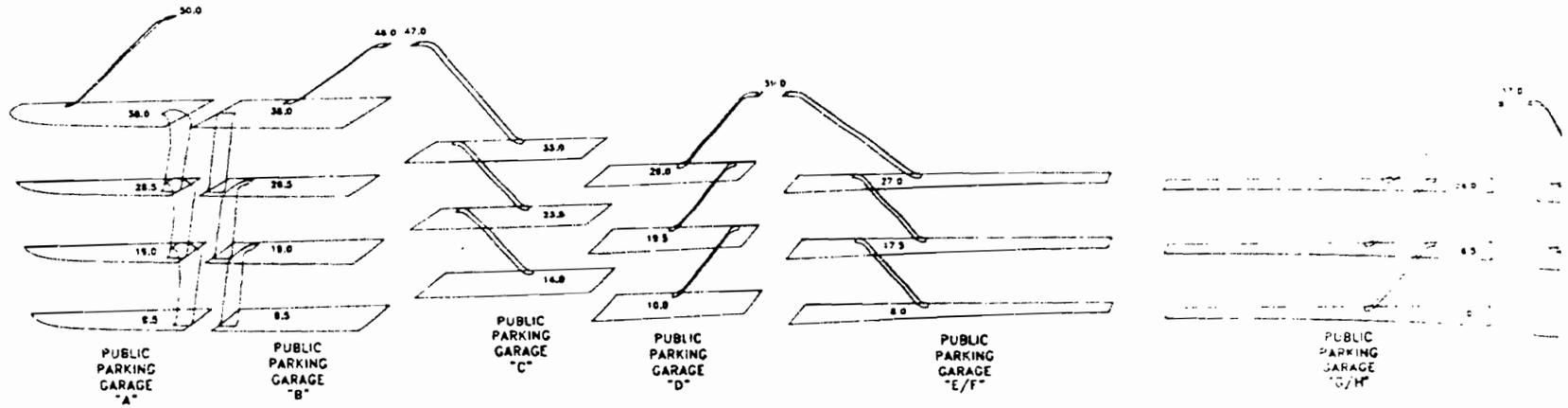
EXISTING AND PROPOSED DIMENSIONS AND DIRECTION OF TRAFFIC

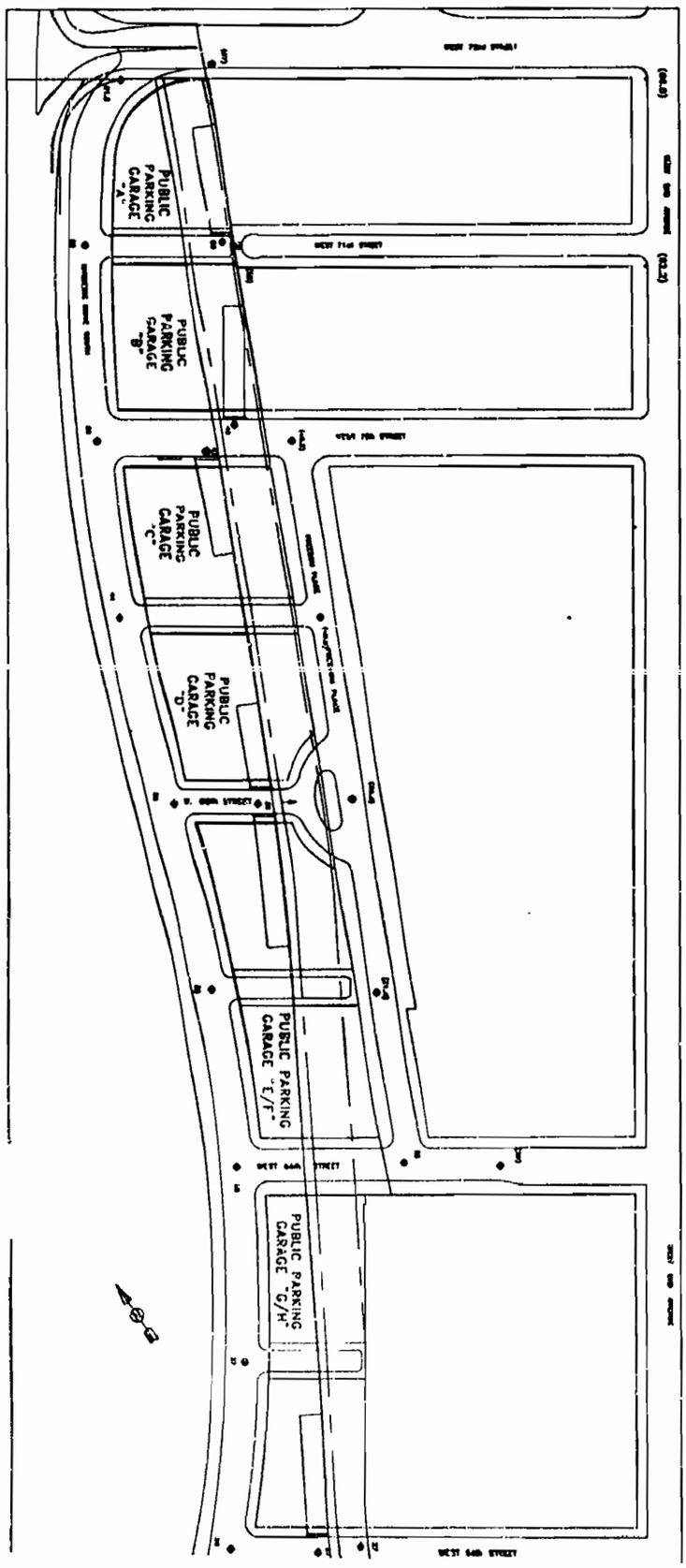
Date: 3-1-82
T.C./Engr.
Drawn by: MB/LE
Scale: 1"=100'
Project No. 0281

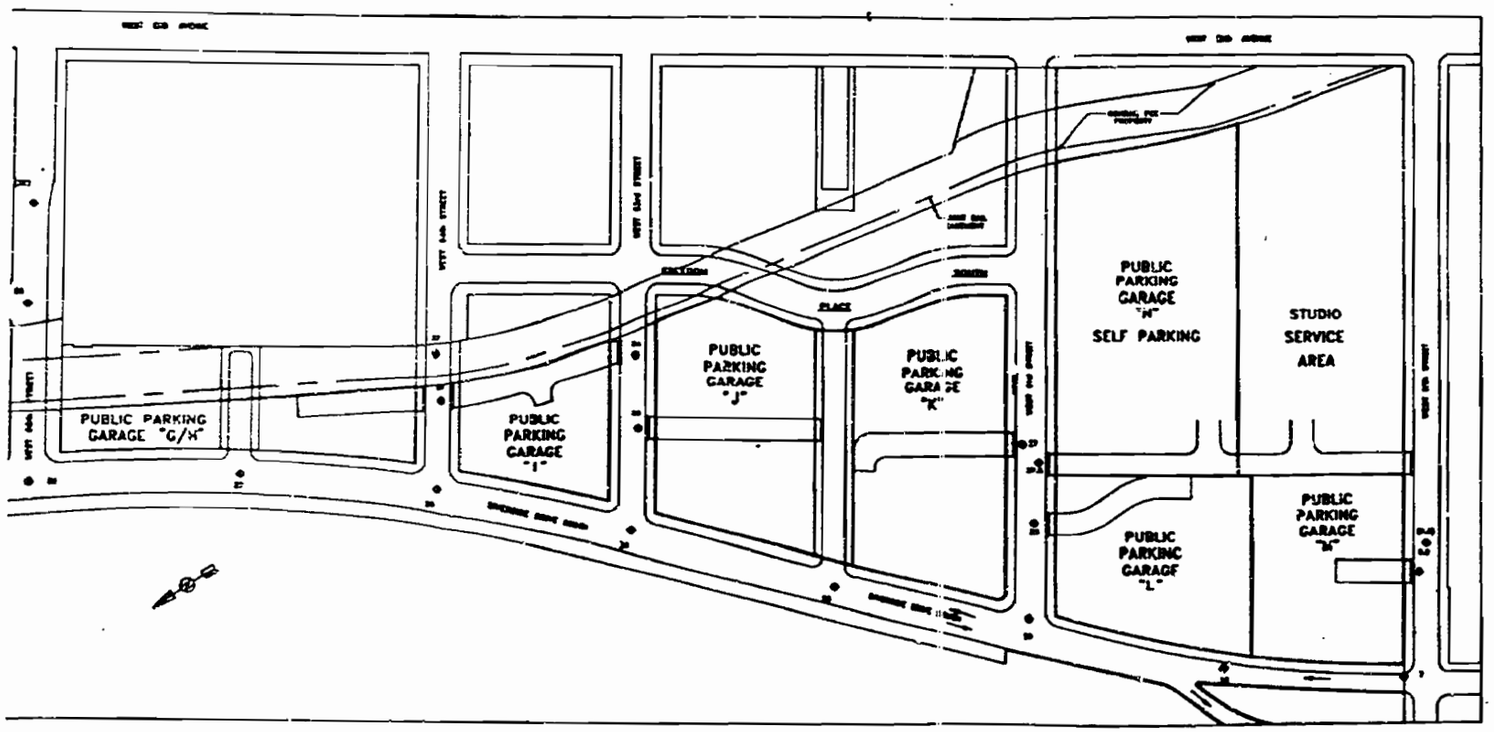
Z-41

REEL 1934 PG 0273

REEL 1934 PG 0274




PUBLIC PARKING GARAGE "A"
PUBLIC PARKING GARAGE "B"
PUBLIC PARKING GARAGE "C"
PUBLIC PARKING GARAGE "D"
PUBLIC PARKING GARAGE "E/F"
PUBLIC PARKING GARAGE "G/H"



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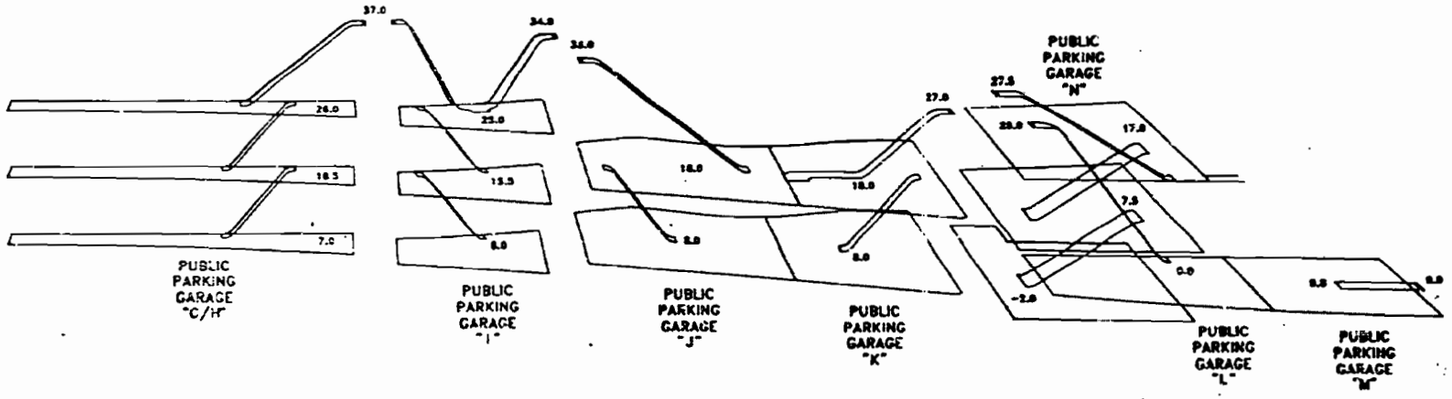
One Penn Plaza, New York, NY 10119

REEL 1934PG0276



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Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell – Belcher, Inc.
157 Chambers St., New York, NY

No.	Date	Revision
3	21 Oct. 1992	
2	16 Oct. 1992	
1	15 Apr. 1992	

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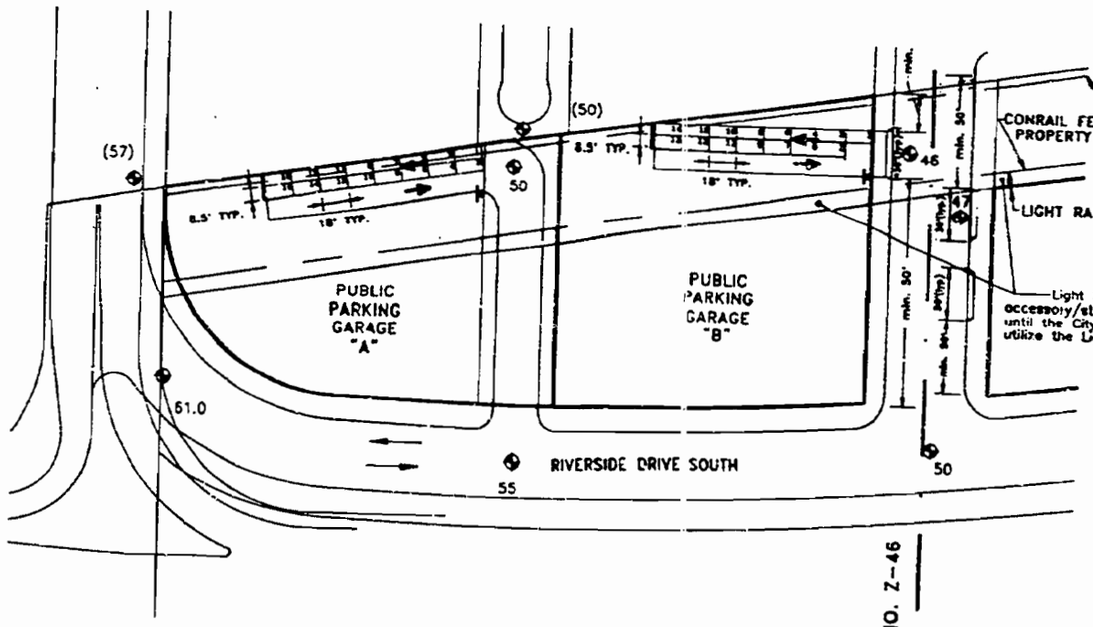
Parking Summary

Date 3-1-92	Project No. 9181
T.C./Engr.	Sheet No. Z-44
Drawn by MS/LS	
Scale 1"=100'	

REEL 1934 PG 0277

REEL 1934 PG 0278



Light Rail Easement may be used for accessory/storage space or mechanical/electrical until the City of New York exercises its option to utilize the Light Rail Easement.

Accessibility for the Disabled: Garages shall conform to Local Law 58 of 1987 and to the Americans With Disabilities Act of 1991.

Usage: Except on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot.

Any parking spaces which are not needed by the occupants of such residences, may be rented to persons who are not occupants of such residences. Such spaces shall be made available to occupants of such residences within 30 days after written request therefor is made to the landlord.

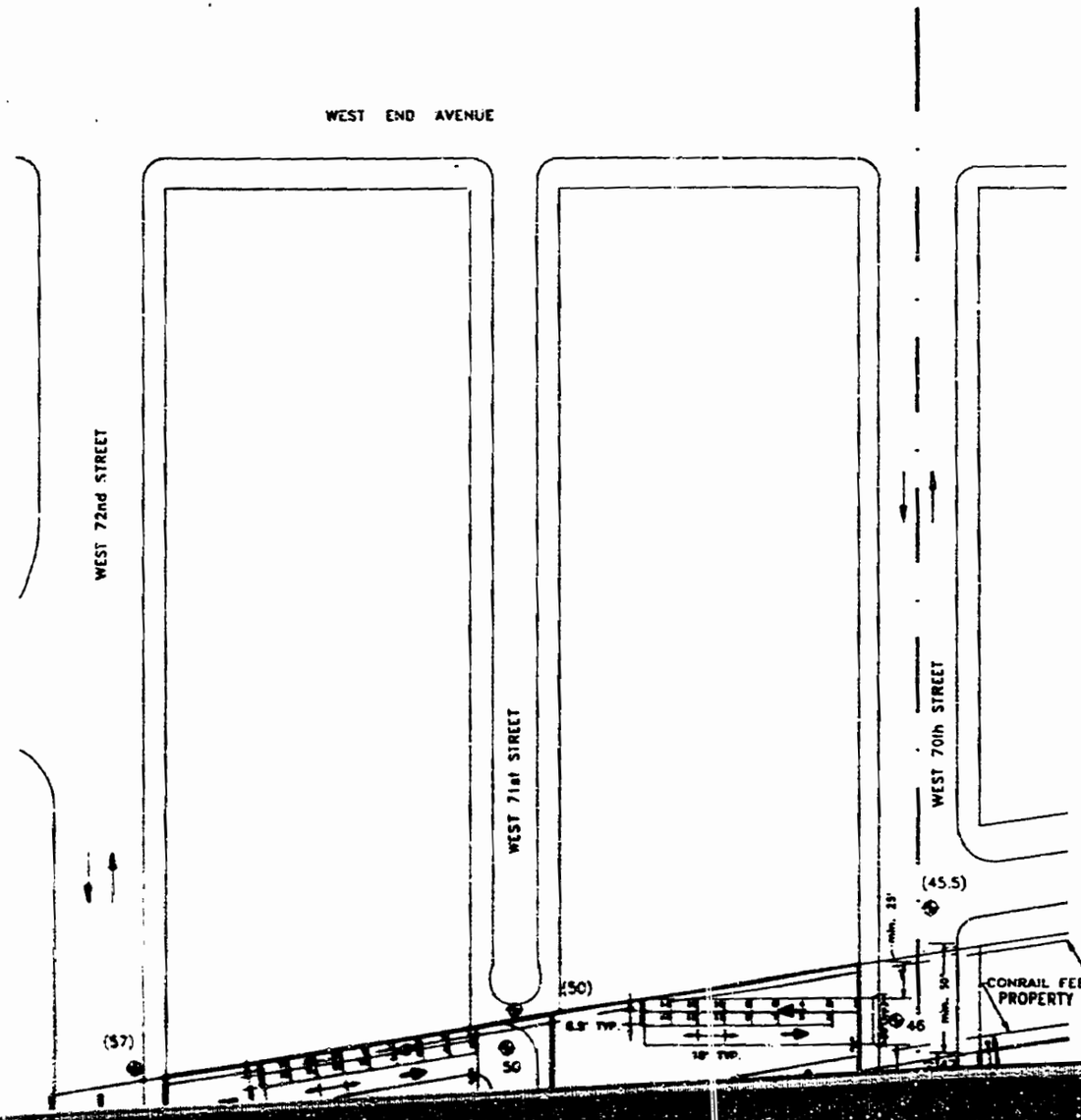
Signage: Except for Parcel L/M/N, one sign within an area not exceeding 2 square feet, designating each entrance to or exit from a parking garage is permitted. No such sign shall be higher than 7 feet above curb level or located more than 15 from such entrance or exit.

MATCH LINE - SEE DRAWING NO. Z-46

GARAGE FLOOR AREA

ZONING LOT
GARAGE
CELLAR FLOOR AREA GSF
SUB-CELLAR FLOOR AREA GSF
2ND SUB- CELLAR FLOOR AREA GSF
3RD SUB-CELLAR FLOOR AREA GSF
GARAGE AREA GSF
CORES SF
STORAGE SPACE SF
MECHANICAL/ELECTRICAL SPACE
RESERVOIR SPACE FOOTPRINT SF
GARAGE AREA DEDUCTION
GROSS UNOBSTRUCTED FLOOR AREA
MAX. NO. OF SPACES = AREA/200
OF RESERVOIR SPACES

REEL 1934 PG 0279



Garage Planning and Design Standards and Guidelines

Curb-Cuts: Curb-cuts must be at a distance of at least 50 feet from any intersecting Street Line, except at the specific locations shown on the plans. Variant curb-cut locations shall be approved by the NYC Department of Buildings.

Reservoir Spaces: All reservoir spaces shall be located between the parking facility entrance and the Attendants' Station or ticket spitter. Each reservoir space shall be a minimum of 8'-6"x18'-0" and shall be painted on the floor of the facility so as to be clearly visible by patrons entering in cars. Attendants' Stations shall be located at or adjacent to the innermost reservoir space(s).

Stall Sizes (self parking): Parking stalls shall be a minimum of 8'-6"x18'-0" and be painted on the floor of the facility so as to be clearly visible.

Ramps and Aisles

Minimum widths shall be as follows

Garage Type	Two-way Access Ramps from Street	Two-way Internal Ramps	One-way Internal Aisles	Two-way Aisles
Self Parking	24'-0"	24'-0"	90 pkng 24'-0" 75° " 19'-11" 70° " 18'-4" 65° " 16'-10" 60° " 15'-4" Under 60° 13'-0"	24'-0"
Attended	24'-0"	22'-0"	---------	20'-0"

Pedestrian Circulation

Cashier's booths and car pick-up and patron waiting areas shall be located so as to provide patron security and safety enroute to and at these locations.

Pedestrian routes to and from garage access points shall be provided and be clearly posted. These routes shall have warning devices placed at all potential pedestrian/vehicular conflict points.

Pedestrian circulation located on vehicular access ramps shall be separated from cars by a physical barrier.

Stop signs and visual and audible warning devices shall be placed at all vehicular egress points (at sidewalks).

Accessibility for the Disabled: Garages shall conform to Local Law 58 of 1987 and to the Americans With Disabilities Act of 1991.

Usage: Except on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot.

Any parking spaces which

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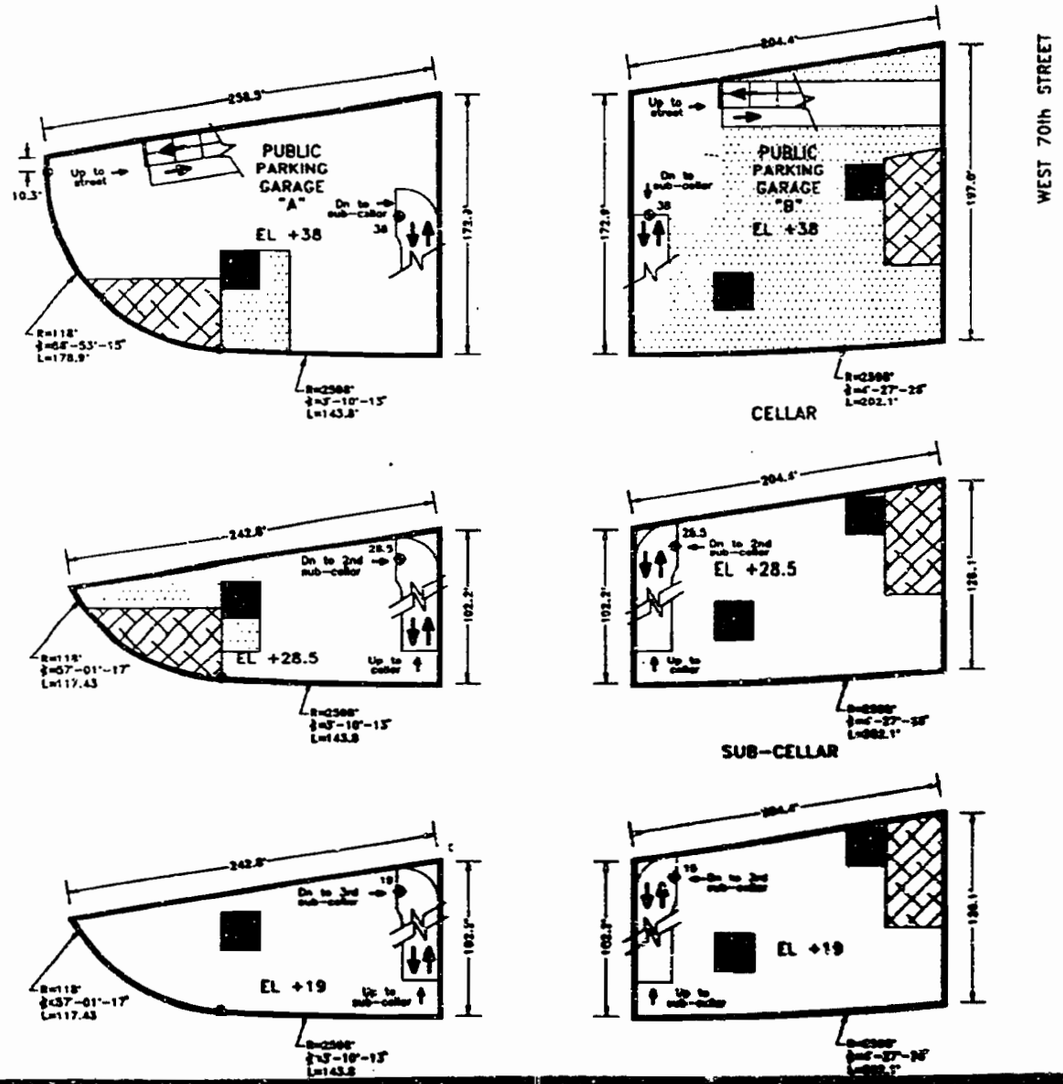

...age Planning and Design Standards and Guidelines

...b-Cuts: Curb-cuts must be at a distance of at least ... feet from any intersecting Street Line, except at the ...cific locations shown on the plans. Variant curb-cut ...tions shall be approved by the NYC Department of ...dings

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...nes and Aisles

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...ge: Except on Parcel L/M/N, all parking spaces ...ll be used primarily for the owners, occupants, ...ployees, customers, residents, or visitors of the ... or uses on the zoning lot.

... parking spaces which are not needed by the ...upants of such residences, may be rented to ...sons who are not occupants of such residences.

REEL 1934 PG 0280

Accessibility for the Disabled. Garages shall conform to Local Law 58 of 1987 and to the Americans With Disabilities Act of 1991.

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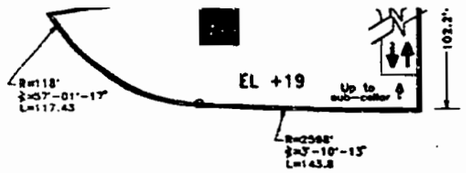
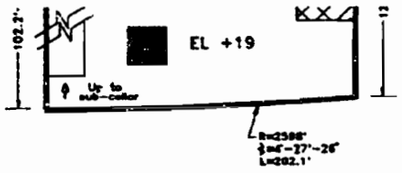
Any parking spaces which are not needed by the occupants of such residences, may be rented to persons who are not occupants of such residences. Such spaces shall be made available to occupants of such residences within 30 days after written request therefor is made to the landlord.

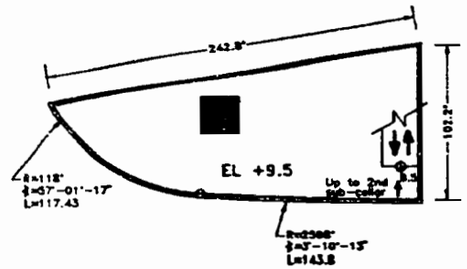
...ment may be used for ...pace or mechanical/electrical ... York exercises its option to ... Easement.

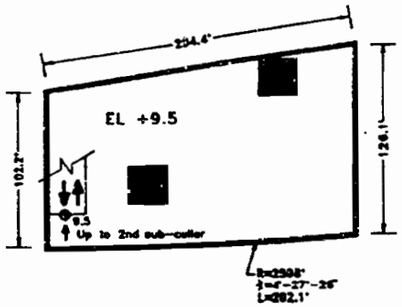
Signage: Except for Parcel L/M/N, one sign within an area not exceeding 2 square feet, designating each entrance to or exit from a parking garage is permitted. No such sign shall be higher than 7 feet above curb level or located more than 15 from such entrance or exit.





2ND SUB-CELLAR





3RD SUB-CELLAR

GARAGE FLOOR AREA CALCULATIONS

...NING LOT	A/B	
...ARAGE	A	B
...LLAR FLOOR AREA GSF	35,293	37,606
...B-CELLAR FLOOR AREA GSF	17,527	23,317
...D SUB- CELLAR FLOOR AREA GSF	17,527	23,317
...D SUB-CELLAR FLOOR AREA GSF	17,527	23,317
...ARAGE AREA GSF	87,874	107,557
...RES SF	2,500	5,000
...ORAGE SPACE SF	11,437	33,239
...CHANICAL/ELECTRICAL SPACE	6,000	9,000
...SERVOIR SPACE FOOTPRINT SF	2,448	2,295
...ARAGE AREA DEDUCTION	22,385	49,534
...ROSS UNOBSTRUCTED FLOOR AREA SF	65,489	58,023
...AX. NO. OF SPACES = AREA/200 SF/SF	327	290
... OF RESERVOIR SPACES	16	15

LEGEND

- CORE
- ACCESSORY/STORAGE SPACE
- MECHANICAL/ELECTRICAL SPACE
- RESERVOIR SPACE
- STOP BAR
- STOP SIGN

LOCATIONS OF CORES AND MECHANICAL SPACES ARE SHOWN FOR INFORMATION ONLY. INTERIOR PARTITIONS AND LOCATION OF BUILDING ELEMENTS ARE SHOWN FOR INFORMATION ONLY AND ARE SUBJECT TO CHANGE.

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY

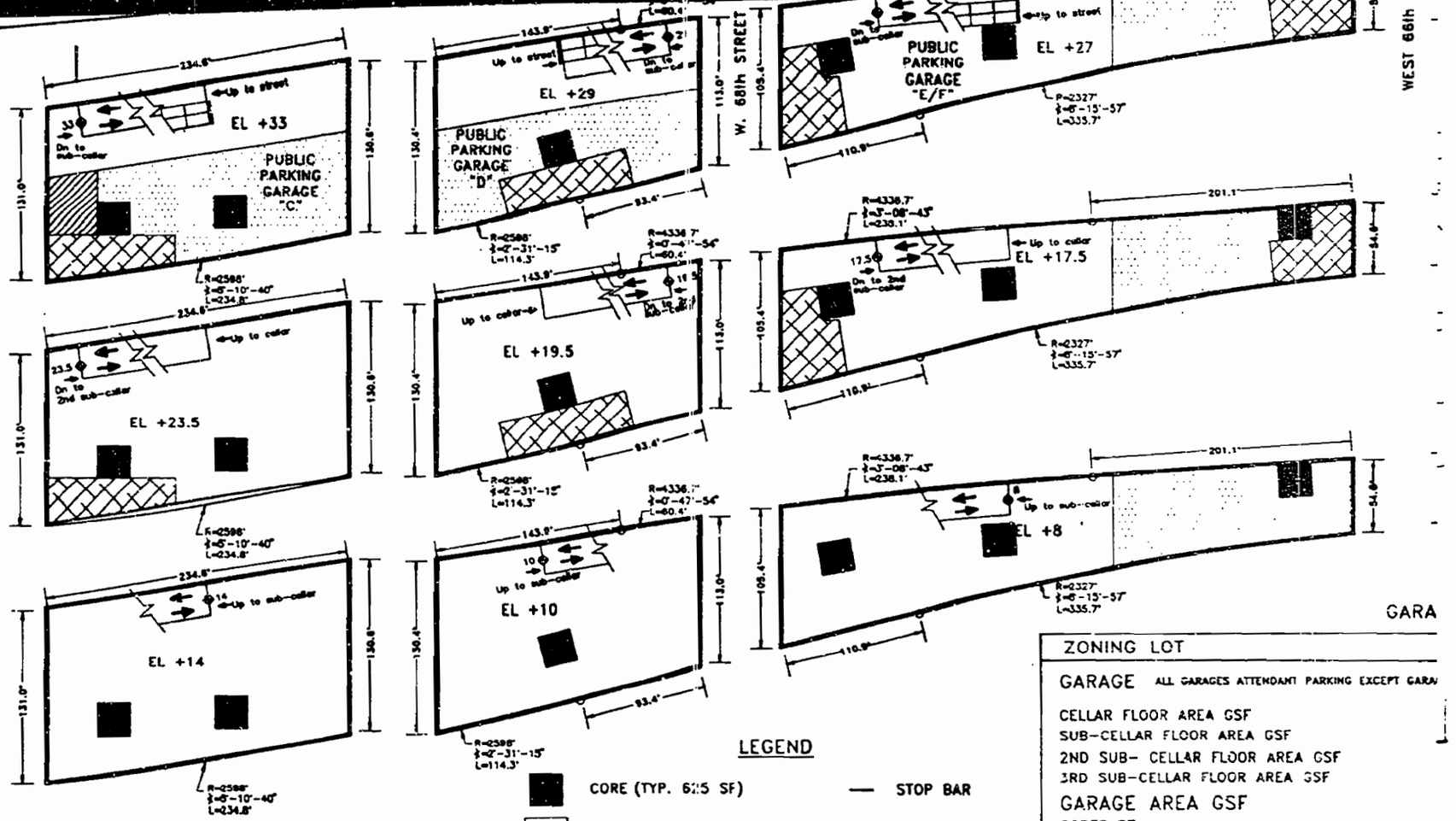
No.	Date	Remarks
4	21 Oct. 1988	
3	10 Oct. 1988	
2	11 Nov. 1988	
1	30 Sept. 1988	

Parking Plan Garages On Zoning Lot A/B

Date: 9-1-88
Project No.: 2181
Drawn by: MR/LS
Sheet No.: Z-45
Scale: 1"=60'

REEL 1934 PG 0281

REEL 1934 PG 0282



LEGEND

- CORE (TYP. 625 SF)
- ACCESSORY/STORAGE SPACE
- MECHANICAL/ELECTRICAL SPACE (TYP. 3,000 SF)
- POSSIBLE LOCATION FOR REQUIRED LOADING BERTH
- RESERVOIR SPACE
- STOP BAR
- STOP SIGN

LOCATIONS OF CORES AND MECHANICAL SPACES ARE SHOWN FOR INFORMATION ONLY. INTERIOR PARTITIONS AND LOCATION OF BUILDING ELEMENTS ARE SHOWN FOR INFORMATION ONLY AND ARE SUBJECT TO CHANGE.

GARA

ZONING LOT
GARAGE ALL GARAGES ATTENDANT PARKING EXCEPT GARA
CELLAR FLOOR AREA GSF
SUB-CELLAR FLOOR AREA GSF
2ND SUB- CELLAR FLOOR AREA GSF
3RD SUB-CELLAR FLOOR AREA GSF
GARAGE AREA GSF
CORES SF
STORAGE SPACE SF
MECHANICAL/ELECTRICAL SPACE SF
RESERVOIR SPACE FOOTPRINT SF
GARAGE AREA DEDUCTION SF
GROSS UNOBSTRUCTED MAXIMUM FLC
MAX. NO. = AREA/200 SF/SF
OF RESERVOIR SPACES

REEL 1934 PG 0283

Garage Planning and Design Standards and Guidelines

Curb-Cuts: Curb-cuts must be at a distance of at least 50 feet from any intersecting Street Line, except at the specific locations shown on the plans. Variant curb-cut locations shall be approved by the NYC Department of Buildings.

Reservoir Spaces: All reservoir spaces shall be located between the parking facility entrance and the Attendants' Station or ticket spitter. Each reservoir space shall be a minimum of 8'-6"x18'-0" and shall be painted on the floor of the facility so as to be clearly visible by patrons entering in cars. Attendants' Stations shall be located at or adjacent to the innermost reservoir space(s).

Stall Sizes (self parking): Parking stalls shall be a minimum of 8'-6"x18'-0" and be painted on the floor of the facility so as to be clearly visible.

Ramps and Aisles

Minimum widths shall be as follows:

Garage Type	Two-way Access Ramps from Street	Two-way Internal Ramps	One-way Internal Aisles	Two-way Aisles
Self Parking	24'-0"	24'-0"	90° plan: 24'-0" 75° " 19'-11" 70° " 18'-6" 65° " 16'-10" 60° " 15'-6" Under 60° 15'-0"	24'-0"
Attended	24'-0"	22'-0"	----------	20'-0"

Pedestrian Circulation

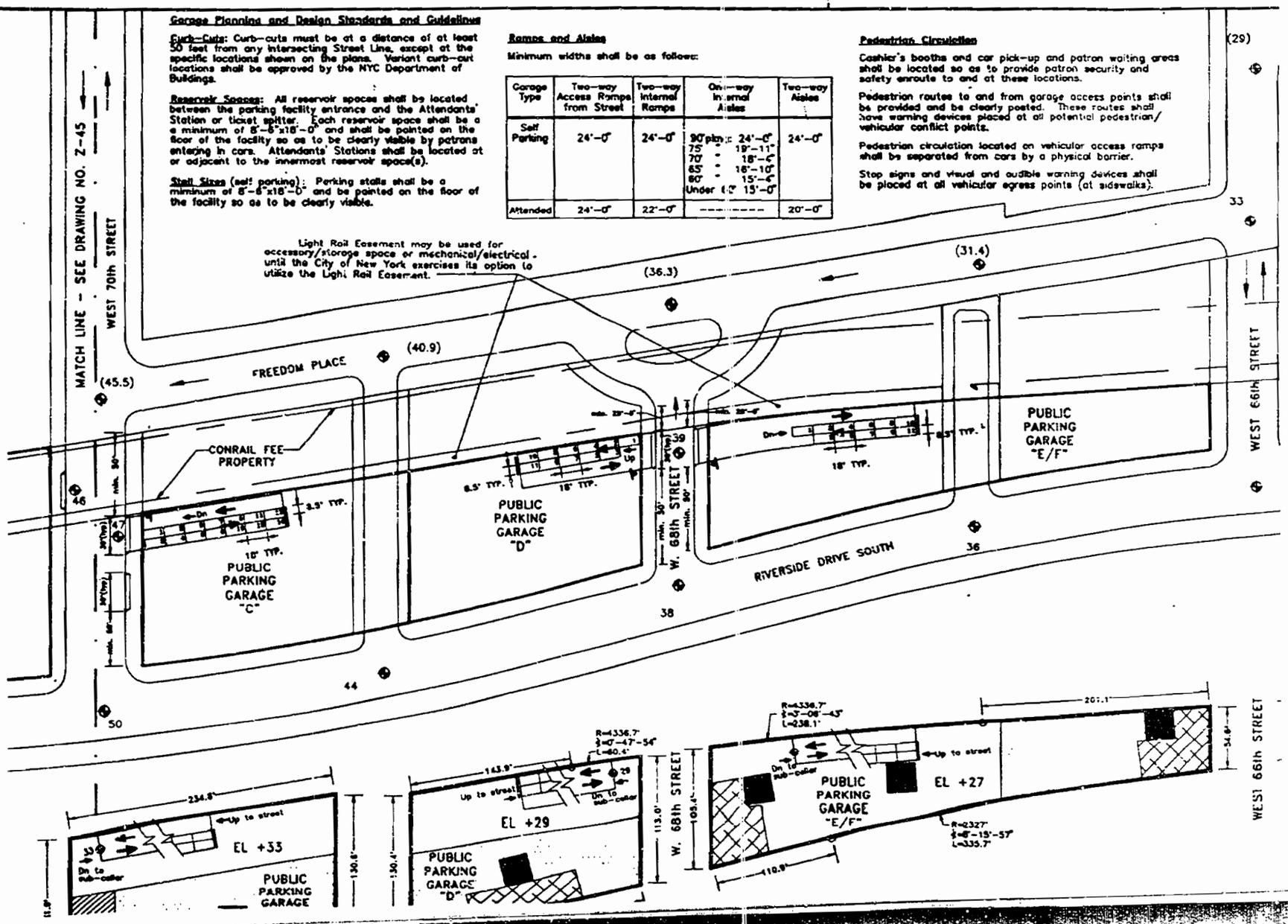
Cashier's booths and car pick-up and patron waiting areas shall be located so as to provide patron security and safety enroute to and at these locations.

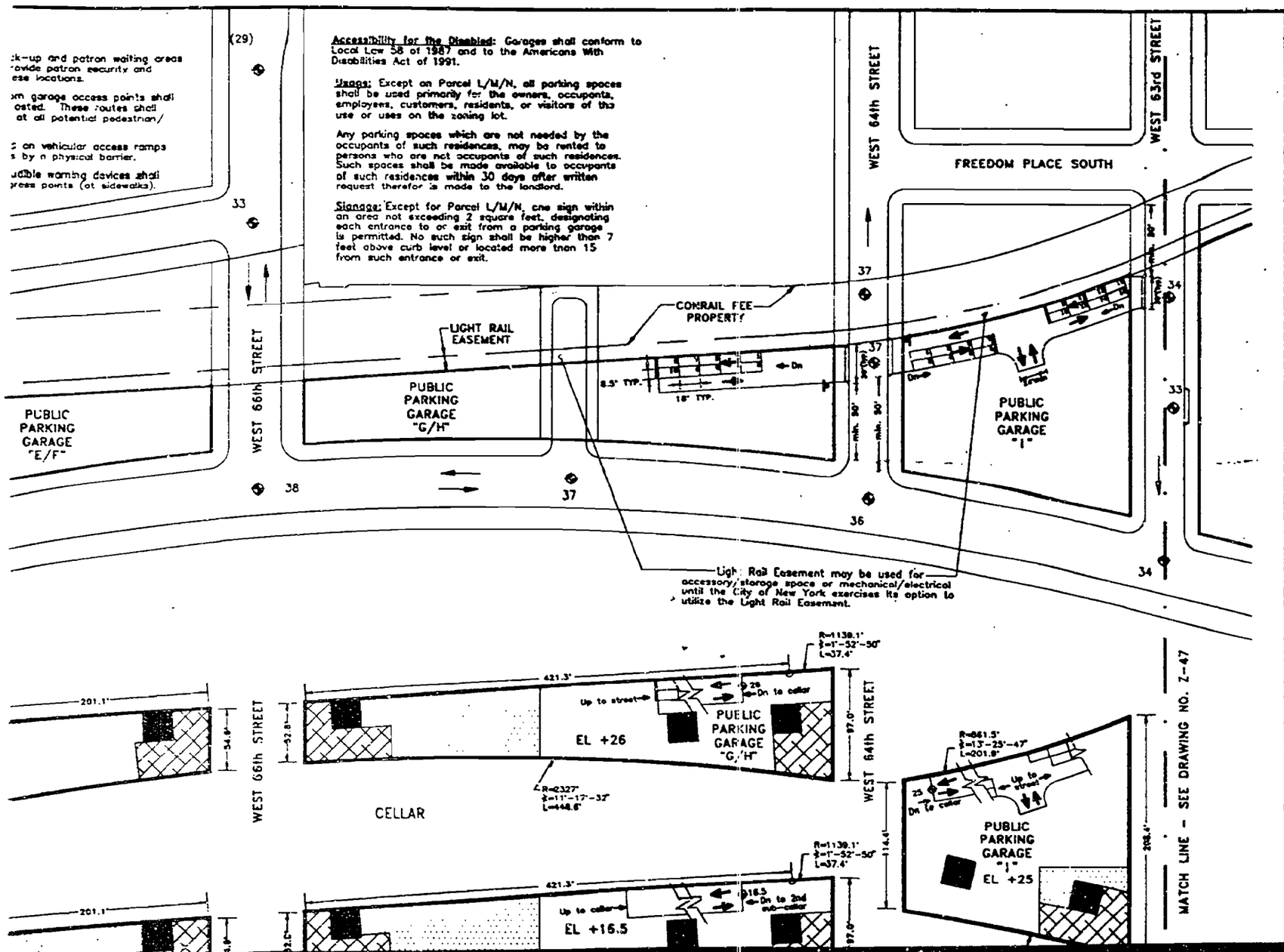
Pedestrian routes to and from garage access points shall be provided and be clearly posted. These routes shall have warning devices placed at all potential pedestrian/vehicular conflict points.

Pedestrian circulation located on vehicular access ramps shall be separated from cars by a physical barrier.

Stop signs and visual and audible warning devices shall be placed at all vehicular egress points (at sidewalks).

Light Rail Easement may be used for accessory/storage space or mechanical/electrical - until the City of New York exercises its option to utilize the Light Rail Easement.





Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

150 East 66th St., New York, NY 10028

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Catharine Cary, Vice President

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Frances Beinecke, Natural Resources Defense Council
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Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer
THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10028

Architects and Planners
SOM/Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

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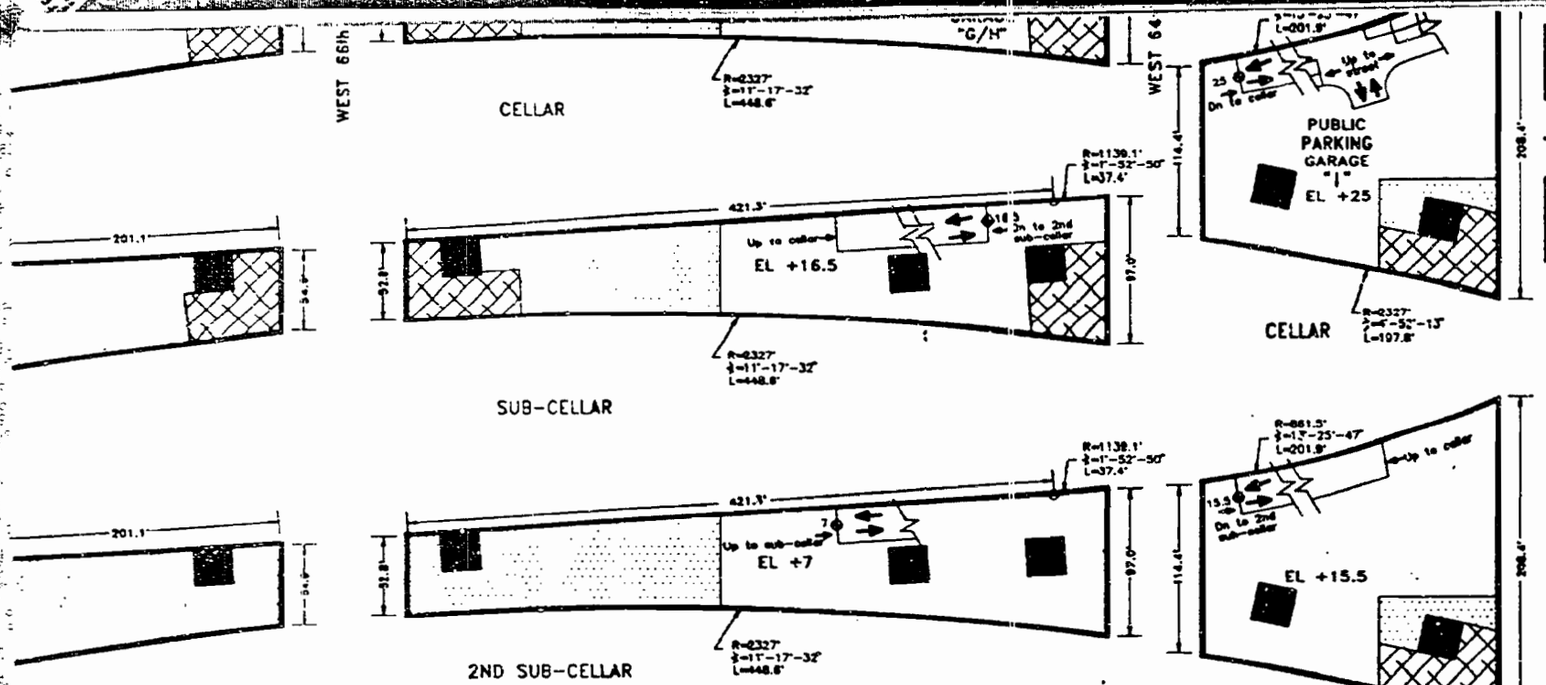
PHILIP HABIB & ASSOCIATES
39 West 29th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas

REEL 1934 PG 0284



GARAGE FLOOR AREA CALCULATIONS

LOT	C/D		E/F	G/H	I
ALL GARAGES ATTENDANT PARKING EXCEPT GARAGE N	C	D	E/F	G/H	I
LOOR AREA GSF	30,725	24,768	33,297	30,701	30,210
AR FLOOR AREA GSF	30,725	24,768	33,297	30,701	30,210
- CELLAR FLOOR AREA GSF	30,725	24,768	33,297	30,701	30,210
-CELLAR FLOOR AREA GSF	—	—	—	—	—
AREA GSF	92,175	74,304	99,891	92,103	90,630
	3,750	1,825	5,625	5,625	3,750
SPACE SF	24,283	22,726	37,763	37,076	13,141
AL/ELECTRICAL SPACE SF	6,000	6,000	12,000	12,000	6,000
R SPACE FOOTPRINT SF	2,142	1,683	1,683	1,530	2,448
AREA DEDUCTION SF	36,175	32,234	57,071	56,231	25,339
UNOBSTRUCTED MAXIMUM FLOOR AREA SF	56,000	42,070	42,820	35,872	65,291
O. = AREA/200 SF/SF	280	210	214	179	326
ESERVOIR SPACES	14	11	11	10	16

Transportation Engineer
PHILIP HABIB & ASSOCIATES
30 West 29th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
136 West 21st St., New York, NY 10011

Ventilation Consultant
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Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY

No.	Date	Revision
3	21 Oct 1992	
2	16 Oct.1992	
1	1Sept.1992	

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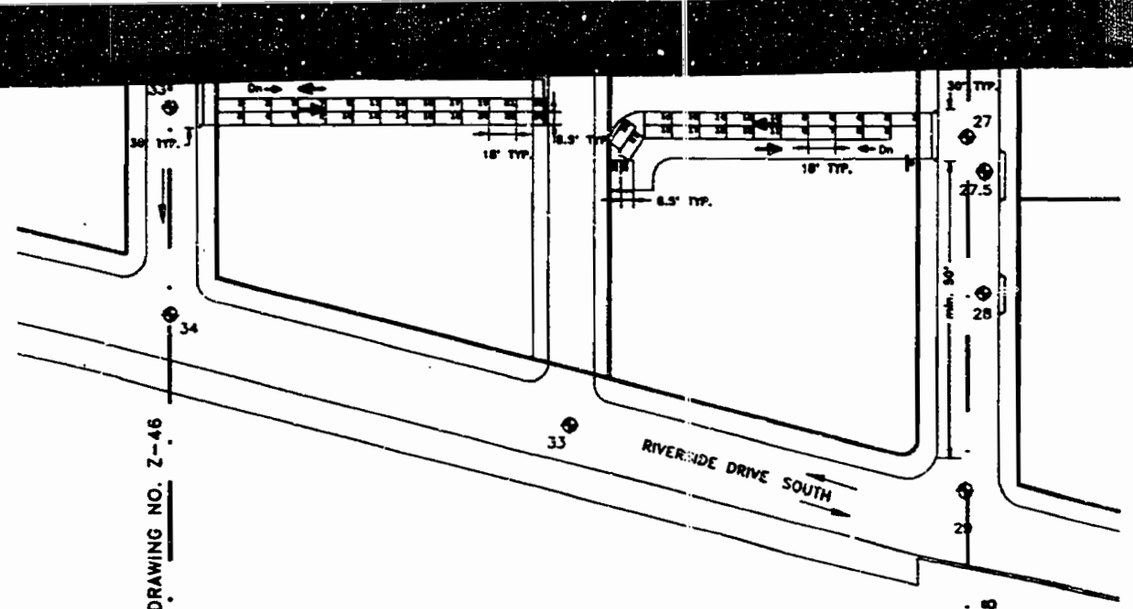
Parking Plan Garages On Zoning Lots C/D, E/F, G/H, and I

Date: 9-1-92
Project No.: 6281
T.S./Engr.:
Sheet No.: Z-46
Drawn by: MB/LE
Scale: 1"=50'

REEL 1934 PG 0289

REEL 1934 P60286



Pedestrian circulation located on vehicular access ramps shall be separated from cars by a physical barrier.

Stop signs and visual and audible warning devices shall be placed at all vehicular egress points (at sidewalks).

Accessibility for the Disabled: Garages shall conform to Local Law 58 of 1987 and to the Americans With Disabilities Act of 1991.

Usage: Except on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot.

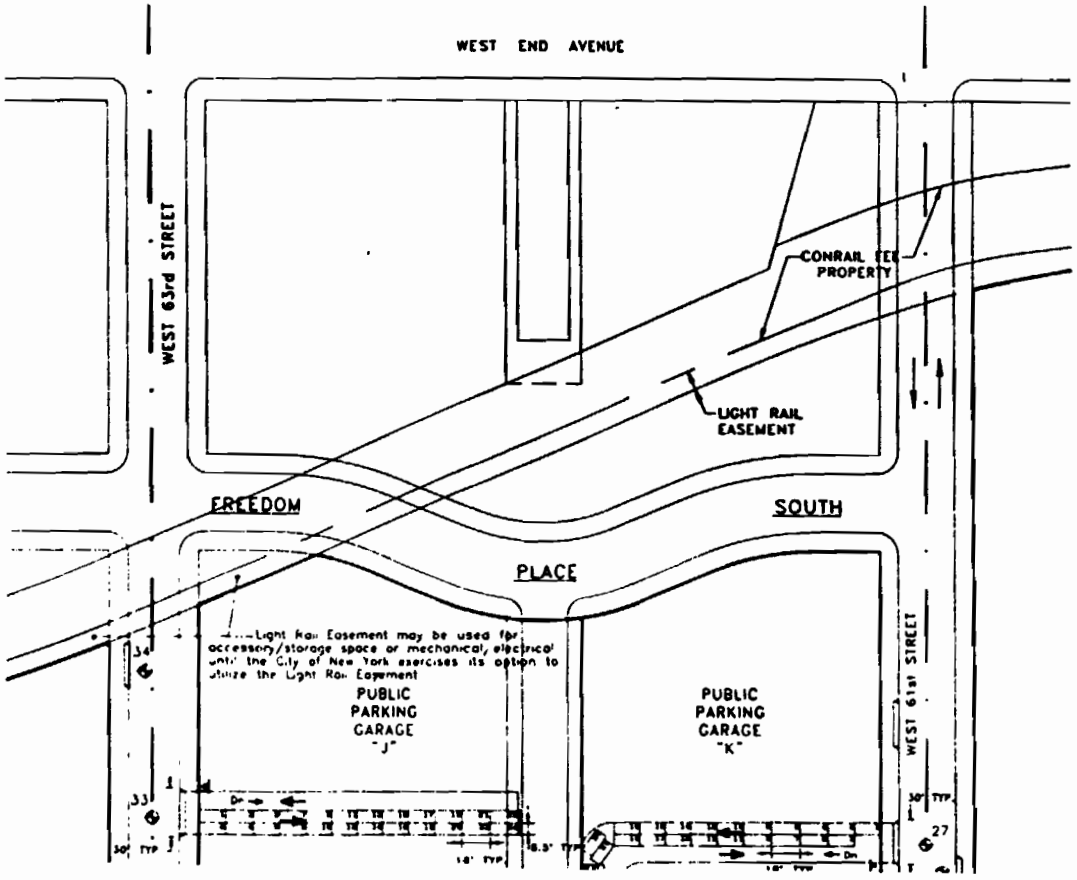
Any parking spaces which are not needed by the occupants of such residences, may be rented to persons who are not occupants of such residences. Such spaces shall be made available to occupants of such residences within 30 days after written request therefor is made to the landlord.

Signage: Except for Parcel L/M/N, one sign within an area not exceeding 2 square feet, designating each entrance to or exit from a parking garage is permitted. No such sign shall be higher than 7 feet above curb level or located more than 15 from such entrance or exit.

GARAGE FL

ZONING LOT	
GARAGE	ALL GARAGES ATTENDANT PARKING
CELLAR FLOOR AREA GSF	
SUB-CELLAR FLOOR AREA GSF	
2ND SUB- CELLAR FLOOR AREA GSF	
3RD SUB-CELLAR FLOOR AREA GSF	
GARAGE AREA GSF	
CORES SF	
STORAGE SPACE SF	
MECHANICAL/ELECTRICAL SPACE SF	
RESERVOIR SPACE FOOTPRINT SF	
GARAGE AREA DEDUCTION SF	
GROSS UNOBSTRUCTED MAXIM	
MAX. NO. SPACES = AREA/2	
# OF RESERVOIR SPACES	

REEL 1934 PG 0287



Garage Planning and Design Standards and Guidelines

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Ramps and Aisles

Minimum widths shall be as follows:

Garage Type	Two-way Access Ramps from Street	Two-way Internal Ramps	One-way Internal Aisles	Two-way Aisles
Self Parking	24'-0"	24'-0"	90° park. 24'-0" 75° " 19'-11" 70° " 18'-4" 65° " 16'-10" 60° " 15'-4" Under 60° 15'-0"	24'-0"
Attended	24'-0"	22'-0"		20'-0"

Pedestrian Circulation

Cashier's booths and car pick-up and patron waiting areas shall be located so as to provide patron security and safety enroute to and at these locations.

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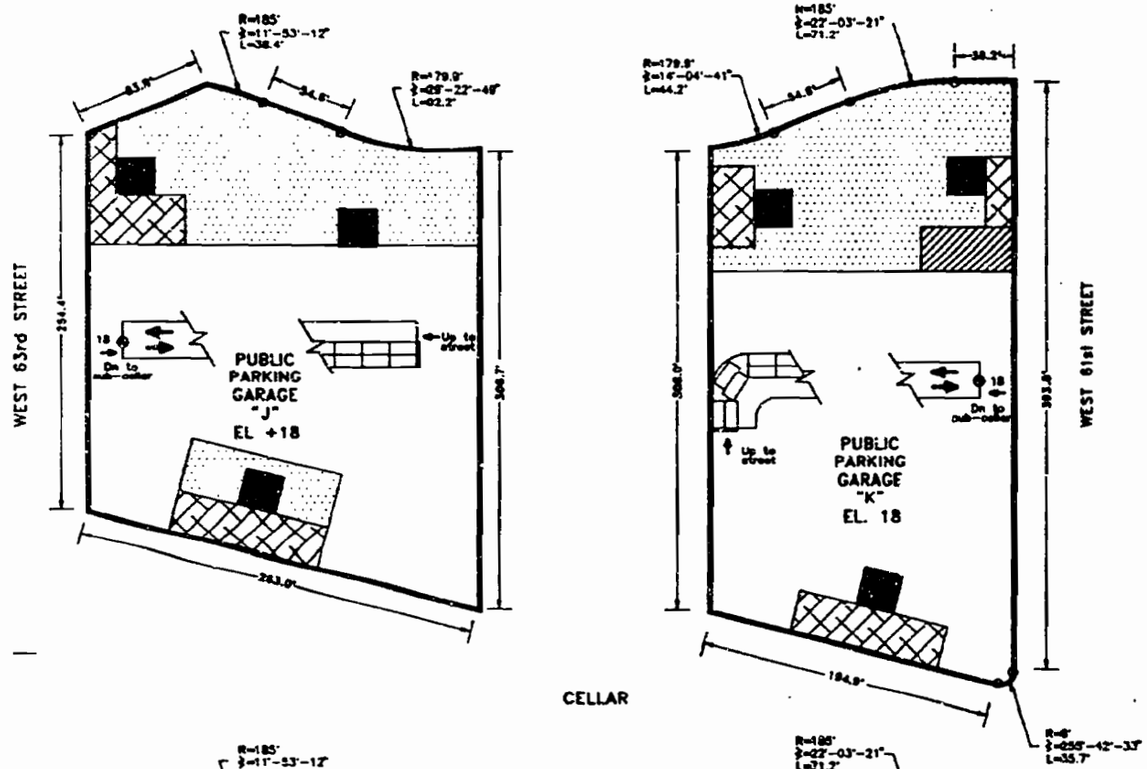

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Ramps and Aisles

Minimum widths shall be as follows:

Garage Type	Two-way Access Ramps from Street	Two-way Internal Ramps	One-way Internal Aisles	Two-way Aisles
Self Parking	24'-0"	24'-0"	90° plng. 24'-0" 75° " 19'-11" 70° " 18'-4" 65° " 18'-10" 60° " 15'-4" Under 60° 15'-0"	24'-0"
Attended	24'-0"	22'-0"	---------	20'-0"

Pedestrian Circulation

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Stop signs and visual and audible warning devices shall be placed at all vehicular egress points (at sidewalks).

REEL 1934 PG 0288

...op signs and visual and audible warning devices shall ... placed at all vehicular egress points (at sidewalks).

...essibility for the Disabled Garages shall conform to ...al Law 58 of 1987 and to the Americans With ...abilities Act of 1991

...age: Except on Parcel L/M/N, all parking spaces ...ll be used primarily for the owners, occupants, ...ployees, customers, residents, or visitors of the ...e or uses on the zoning lot

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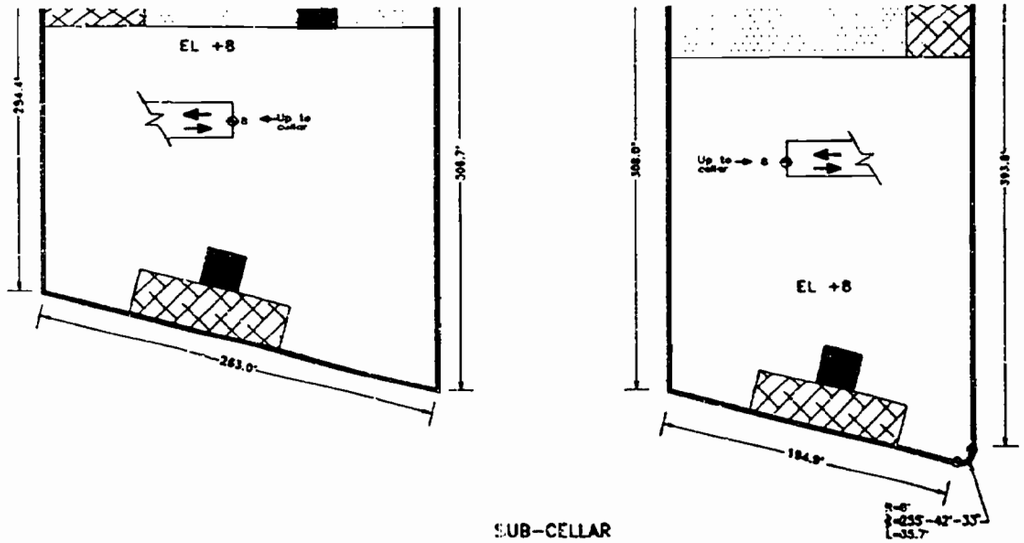

SUB-CELLAR

GARAGE FLOOR AREA CALCULATIONS

ZONING LOT	J/K	
GARAGE ALL GARAGES ATTENDANT PARKING EXCEPT GARAGE N	J	K
CELLAR FLOOR AREA GSF	74,576	72.155
SUB-CELLAR FLOOR AREA GSF	74,576	72,155
2ND SUB- CELLAR FLOOR AREA GSF	—	—
3RD SUB-CELLAR FLOOR AREA GSF	—	—
GARAGE AREA GSF	149,152	144,310
CORES SF	3,750	3,750
STORAGE SPACE SF	40,576	38,746
MECHANICAL/ELECTRICAL SPACE SF	6,480	6,600
RESERVOIR SPACE FOOTPRINT SF	3,672	3,519
GARAGE AREA DEDUCTION SF	54,478	52,615
GROSS UNOBSTRUCTED MAXIMUM FLOOR AREA SF	94,674	91,695
MAX. NO. SPACES = AREA/200 SF/SF	473	458
# OF RESERVOIR SPACES	24	23

LEGEND

- CORE (TYP. 625 SF)
- ACCESSORY/STORAGE SPACE
- MECHANICAL/ELECTRICAL SPACE (TYP. 3,000 SF)
- RESERVOIR SPACE
- POSSIBLE LOCATION FOR REQUIRED LOADING BERTH
- STOP BAR
- STOP SIGN

LOCATIONS OF CORES AND MECHANICAL SPACES ARE SHOWN FOR INFORMATION ONLY. INTERIOR PARTITIONS AND LOCATION OF BUILDING ELEMENTS ARE SHOWN FOR INFORMATION ONLY AND ARE SUBJECT TO CHANGE.

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
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136 West 21st St., New York, NY 10011

Ventilation Consultant
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One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
157 Chambers St., New York, NY

No.	Date	Revision
3	21 Oct. 1992	
2	16 Oct. 1992	
1	11 Jan. 1992	

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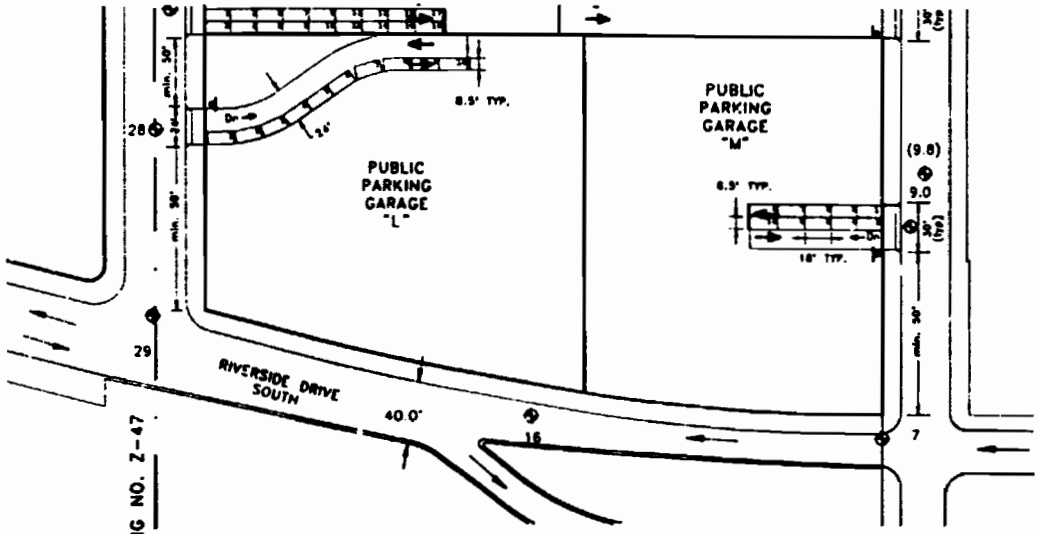
Parking Plan Garages On Zoning Lot J/K

Date 3-1-92
Project No. 9191
T.C./Engr.
Sheet No. Z-47
Drawn by MS/LK
Scale 1"=60'

REEL 1934 PG 0289

REEL 1934PG0290



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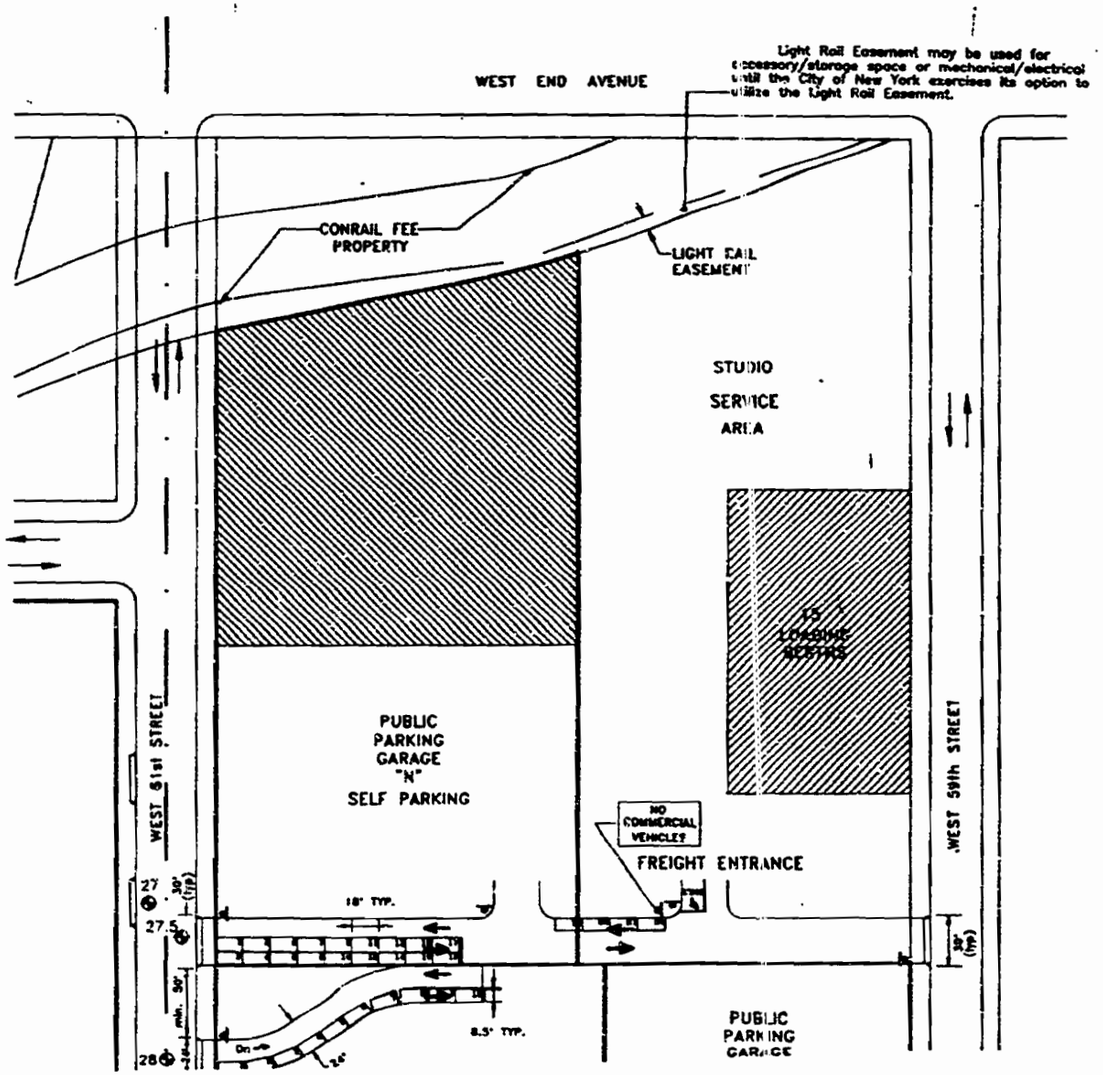
Signage: Except for Parcel L/M/N, one sign within an area not exceeding 2 square feet, designating each entrance to or exit from a parking garage is permitted. No such sign shall be higher than 7 feet above curb level or located more than 15 from such entrance or exit.

GARAGE FLOOR AREA CALCULATIONS

ZONING LOT	L/M/N		
GARAGE ALL GARAGES ATTENDANT PARKING EXCEPT GARAGE N	L	M	N*
CELLAR FLOOR AREA GSF	53,971	48,672	103,163
1ST SUBCELLAR FLOOR AREA GSF	—	—	103,163
2ND CELLAR FLOOR AREA GSF	—	—	60,780
3RD SUBCELLAR FLOOR AREA GSF	—	—	—
GARAGE AREA GSF	53,971	48,672	267,106
CINEMA SF	—	—	100,000
CORES SF	625	625	1,250
STORAGE SPACE SF	18,925	13,142	1,777
MECHANICAL/ELECTRICAL SPACE SF	3,000	2,900	6,000
RESERVOIR SPACE FOOTPRINT SF	1,530	1,530	3,366
GARAGE AREA DEDUCTION SF	24,080	18,197	112,393
GROSS UNOBSTRUCTED MAXIMUM FLOOR AREA SF	29,891	30,475	154,713
MAX. NO. OF SPACES = AREA/200 SF/SF ATTENDANT PARKING	149	152	442
# OF RESERVOIR SPACES *350 GSF/SF SELF PARKING	10	10	22

REEL 1934 PG 0291



Garage Planning and Design Standards and Guidelines

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Reservoir Spaces: All reservoir spaces shall be located between the parking facility entrance and the attendants' Station, or ticket spitter. Each reservoir space shall be a minimum of 8'-6"x18'-0" and shall be painted on the floor of the facility so as to be clearly visible by patrons entering in cars. Attendants' Stations shall be located at or adjacent to the innermost reservoir space(s).

Stall Sizes (self parking): Parking stalls shall be a minimum of 8'-6"x18'-0" and be painted on the floor of the facility so as to be clearly visible.

Ramps and Aisles

Minimum widths shall be as follows:

Garage Type	Two-way Access Ramps from Street	Two-way Internal Ramps	One-way Internal Aisles	Two-way Aisles
Self Parking	24'-0"	24'-0"	90° pkng: 24'-0" 75° " 19'-11" 70° " 18'-4" 65° " 16'-10" 60° " 15'-4" Under 60° 15'-0"	24'-0"
Attended	24'-0"	22'-0"	--------	20'-0"

Pedestrian Circulation

Cashier's booths and car pick-up and patron waiting areas shall be located so as to provide patron security and safety enroute to and at these locations.

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Usage: Except on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot.

Riverside South

Garage Planning and Design Standards and Guidelines

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Minimum widths shall be as follows:

Garage Type	Two-way Access Ramps from Street	Two-way Internal Ramps	One-way Internal Aisles	Two-way Aisles
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Pedestrian routes to and from garage access points shall be provided and be clearly posted. These routes shall have warning devices placed at all potential pedestrian/vehicular conflict points.

Pedestrian circulation located on vehicular access ramps shall be separated from cars by a physical barrier.

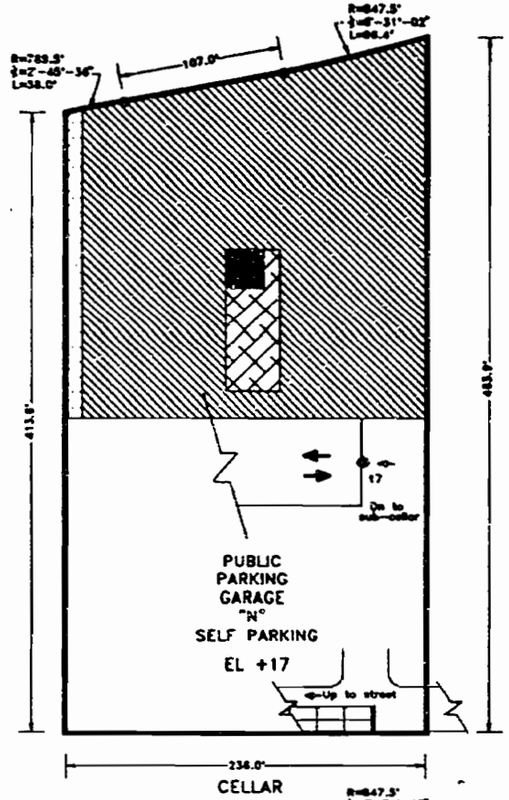
Stop signs and visual and audible warning devices shall be placed at all vehicular egress points (at sidewalks).

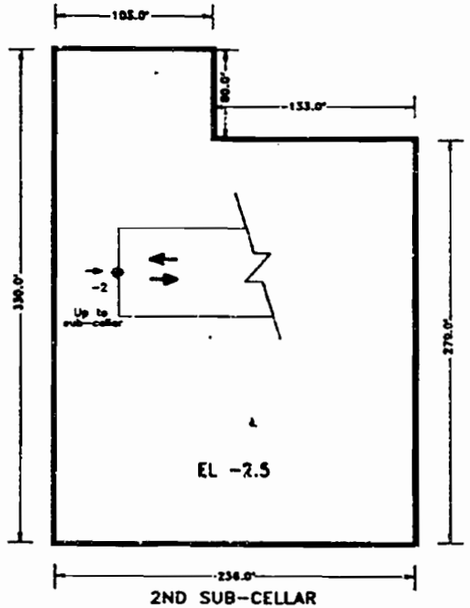
Accessibility for the Disabled: Garages shall conform to Local Law 58 of 1987 and to the Americans With Disabilities Act of 1991.

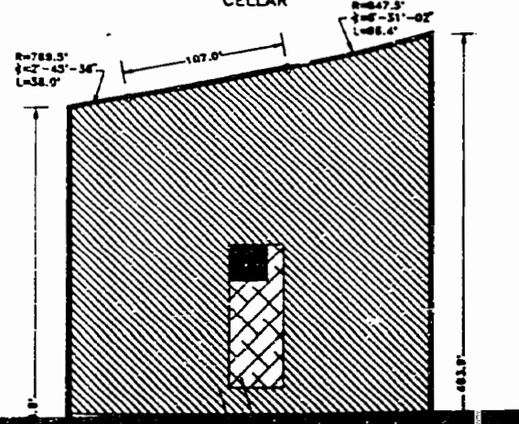
Usage: Except on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot.

Any parking spaces which are not needed by the occupants of such residences, may be rented to persons who are not occupants of such residences. Such spaces shall be made available to occupants of such residences within 30 days after written request therefor is made to the landlord.

Signage: Except for Parcel L/M/N, one sign within an area not exceeding 2 square feet, designating







LEGEND

CORE (TYP. 625 SF)

STOP BAR

RIVERSIDE SOUTH PLANNING CORPORATION
150 East 58th St., New York, NY 10022

Richard A. Kahan, Chairman
Catharine Cary, Vice President

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Richard Anderson, Regional Plan Association
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Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Pace Council
Bruce N. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc., Project Management
Daniel Dobson, Environmental
Steven Robinson, Architectural

Developer
THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Architects and Planners
SOM/Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

Transportation Engineer
PHILIP HABIB & ASSOCIATES
30 West 26th St., New York, NY 10001

Civil Engineer
HNTB
333 7th Ave., New York, NY 10001

Marine Consultant
Olko Engineering
135 West 41st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

REEL 1934 PG 0292

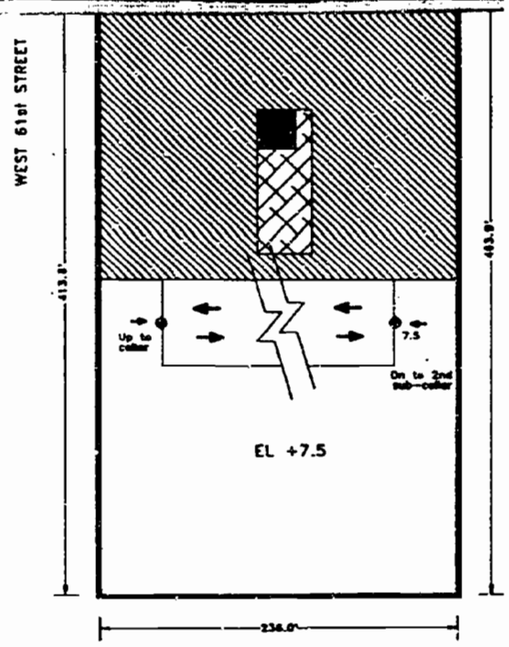
Accessibility for the Disabled: Garages shall conform to Local Law 56 of 1987 and to the Americans With Disabilities Act of 1991.

Usage: Except on Parcel L/M/N, all parking spaces shall be used primarily for the owners, occupants, employees, customers, residents, or visitors of the use or uses on the zoning lot.

Any parking spaces which are not needed by the occupants of such residences, may be rented to persons who are not occupants of such residences. Such spaces shall be made available to occupants of such residences within 30 days after written request therefor is made to the landlord.

Signage: Except for Parcel L/M/N, one sign within an area not exceeding 2 square feet, designating each entrance to or exit from a parking garage is permitted. No such sign shall be higher than 7 feet above curb level or located more than 15 from such entrance or exit.

M/N	
M	N*
,672	103,163
—	103,163
—	60,780
—	—
,672	267,106
—	100,000
625	1,250
,142	1,777
,900	6,000
,530	3,365
197	112,393
475	154,713
52	442
0	22

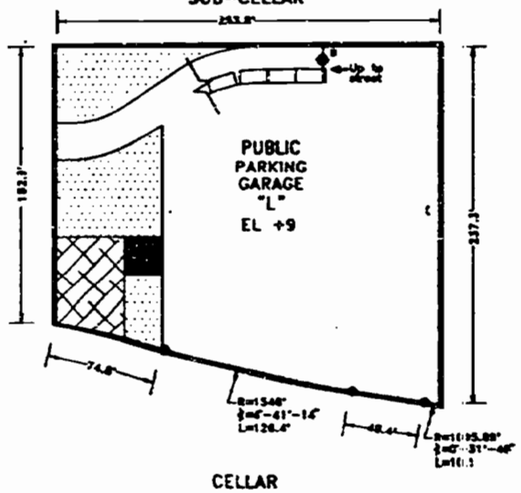


SUB-CELLAR

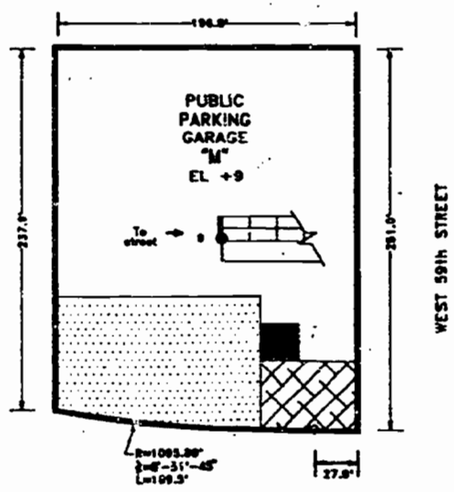
LEGEND

- CORE (TYP. 625 SF)
- ACCESSORY/STORAGE SPACE
- MECHANICAL/ELECTRICAL SPACE (TYP. 3,000 SF)
- POSSIBLE LOCATION FOR REQUIRED LOADING BERTH
- AREA RESERVED FOR MULTIPLEX CINEMA (USE GROUP 8-A)
- RESERVOIR SPACE
- STOP BAR
- STOP SIGN

LOCATIONS OF CORES AND MECHANICAL SPACES ARE SHOWN FOR INFORMATION ONLY. INTERIOR PARTITIONS AND LOCATION OF BUILDING ELEMENTS ARE SHOWN FOR INFORMATION ONLY AND ARE SUBJECT TO CHANGE.



CELLAR



CELLAR

PHILIP HARIB & ASSOCIATES
30 West 26th St., New York, NY 10001

Civil Engineer
HNTB
335 7th Ave., New York, NY 10001

Marine Consultant
Oiko Engineering
136 West 31st St., New York, NY 10011

Ventilation Consultant
Parsons, Brinckerhoff, Quade & Douglas
One Penn Plaza, New York, NY 10119

Land Surveyor
Lovell - Belcher, Inc.
187 Chambers St., New York, NY

No.	Date	Revision
3	21 Oct 1992	
2	16 Oct 1990	
1	11 Jan 1992	

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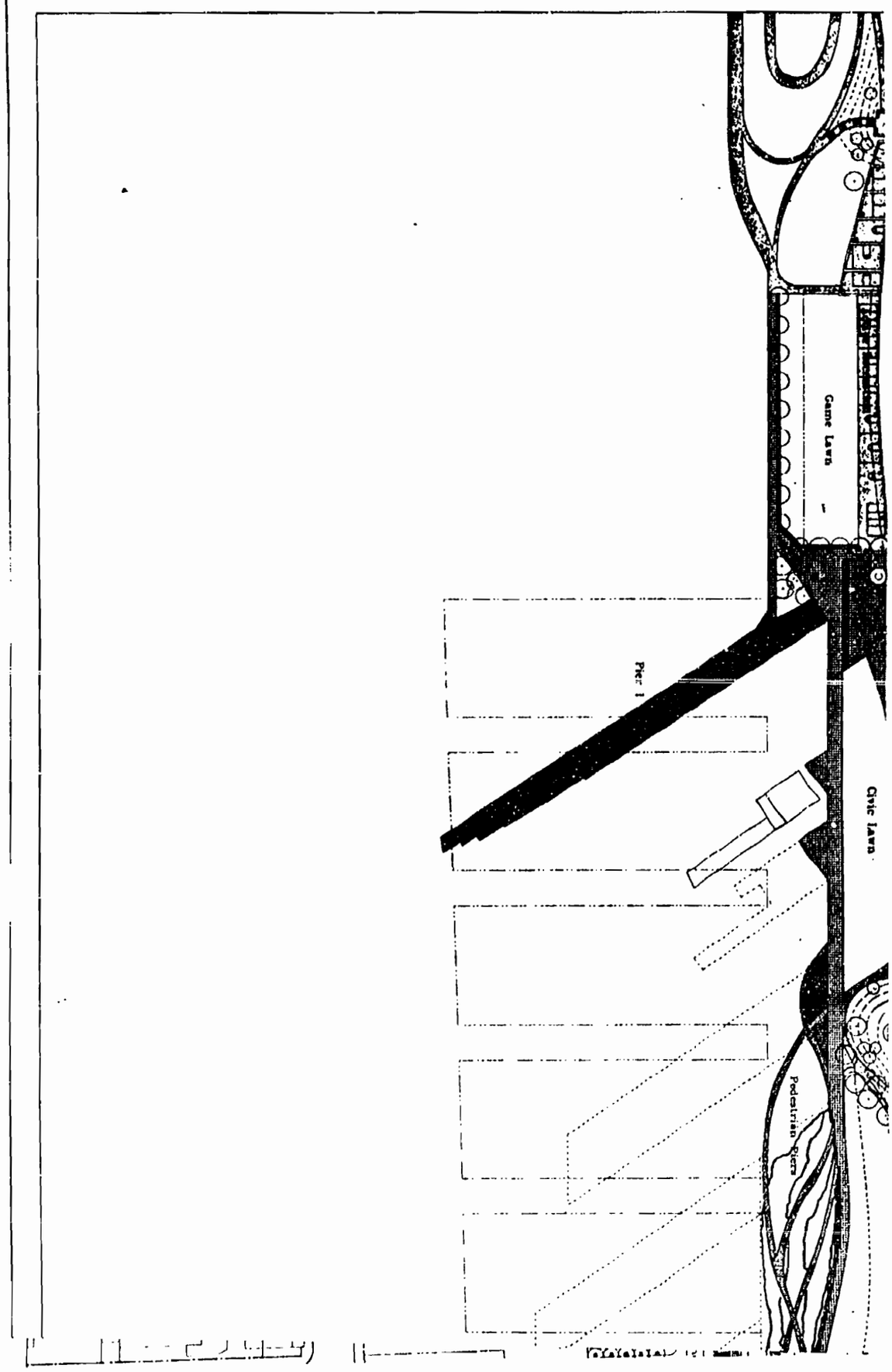
Parking Plan Garages On Zoning Lot L/M/N

Date 2-1-92	Project No. 9181
T.C./Engr.	Sheet No.
Drawn by MR/LR	Z-48
Scale 1"=50'	

REEL 1934 PG 0293

REEL 1934PG0294



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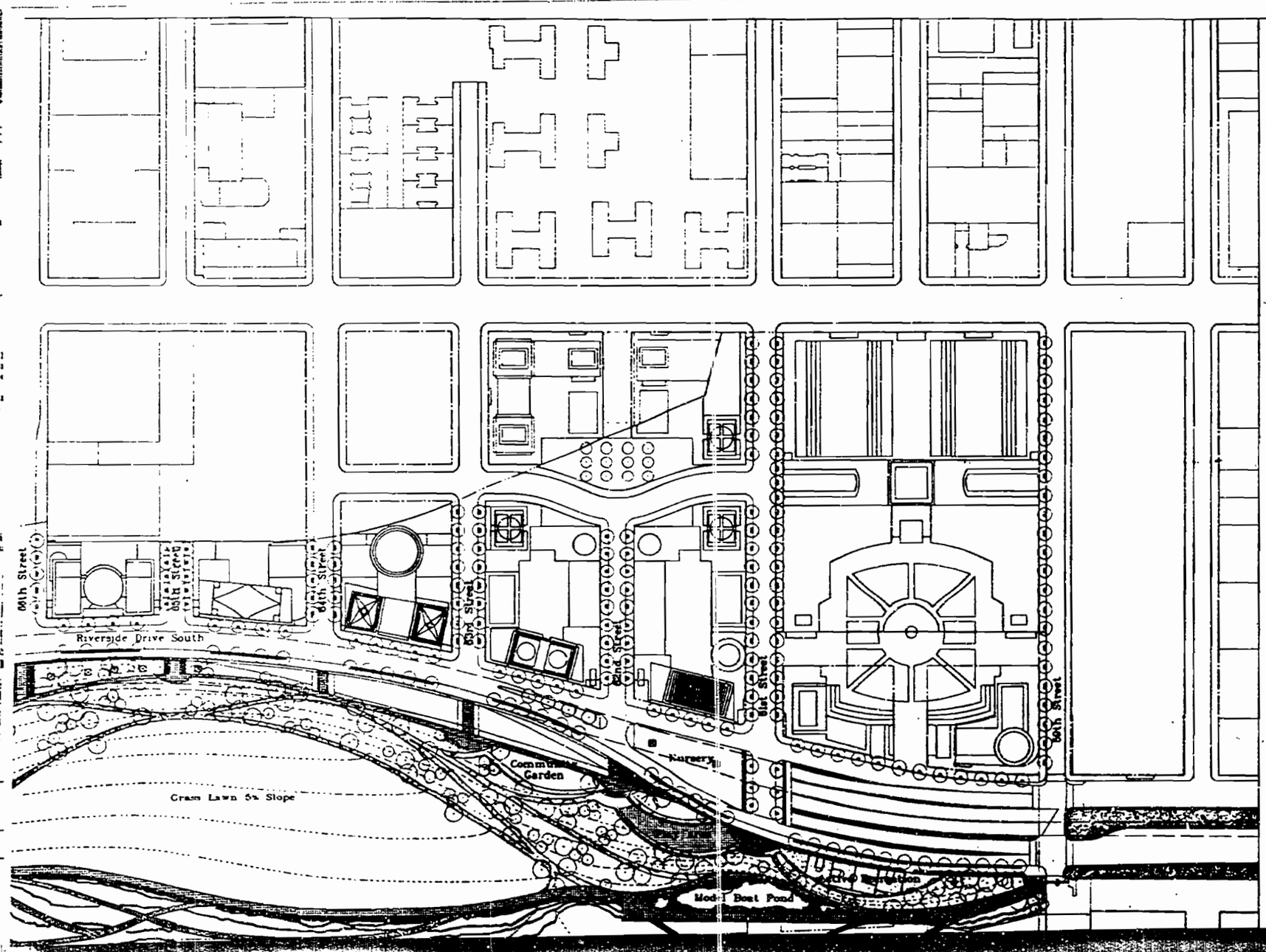

Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

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New York, NY 10019

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Developer

THE TRUMP ORGANIZATION
725 Fifth Ave, New York, NY 10022

Landscape Architect

Thomas Balsley Associates
41 East 11th St, New York, NY 10003

Artists

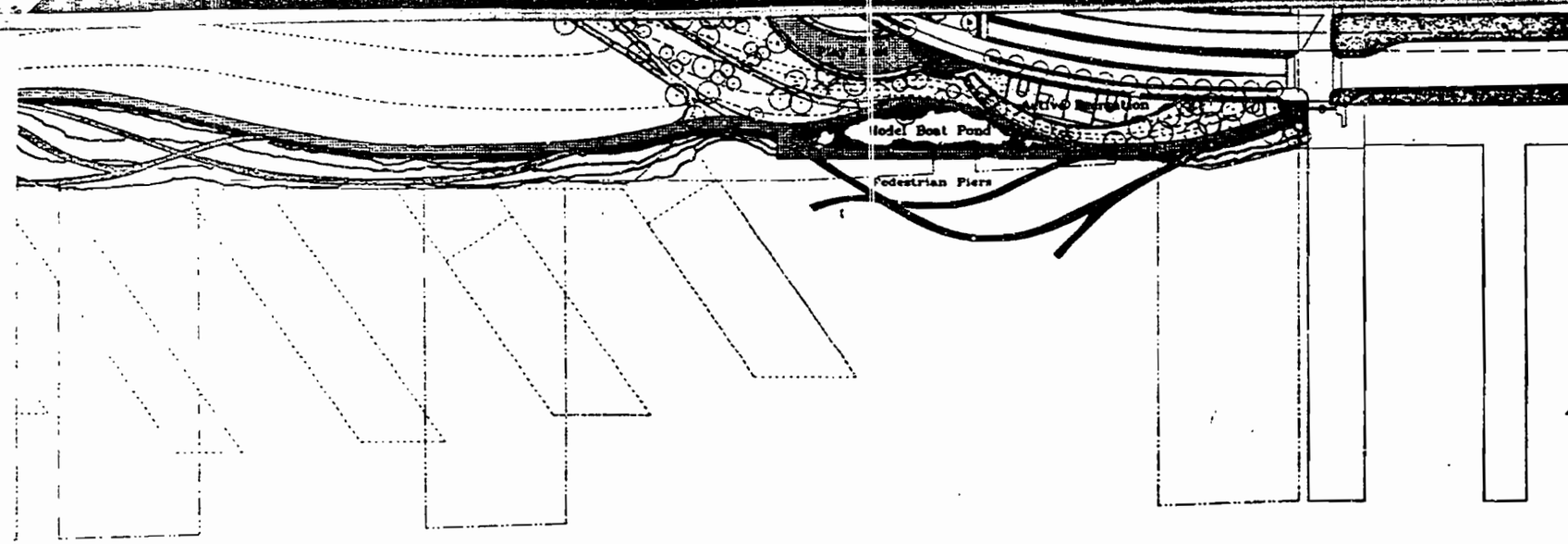
Mel Chin
Joyce Kozloff
Mary Miss
Fred Wilson

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St, New York, NY 10017

REEL 1934 PG 0296



Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang
& Associates
220 East 42nd St., New York, NY 10017

No.	Date	Revision
2	21 Oct. 1982	
1	16 Oct. 1982	

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Overall Open Space Plan

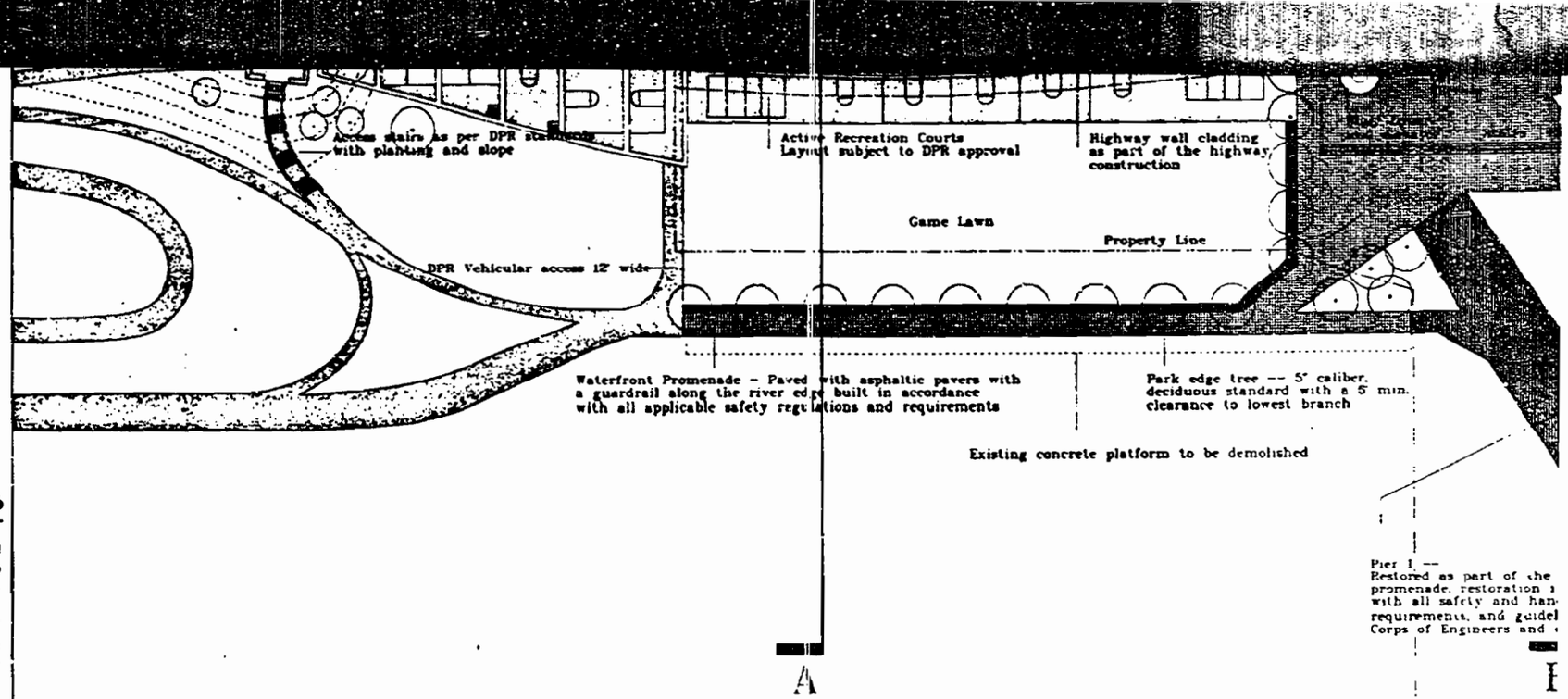
Project No. TBA 12.5L
SOM/Willen 01200

Sheet No.
Z-55

Scale
1" = 100'

REEL 1934 PG 0297

REEL 1934PG0298



Legend of Park Elements

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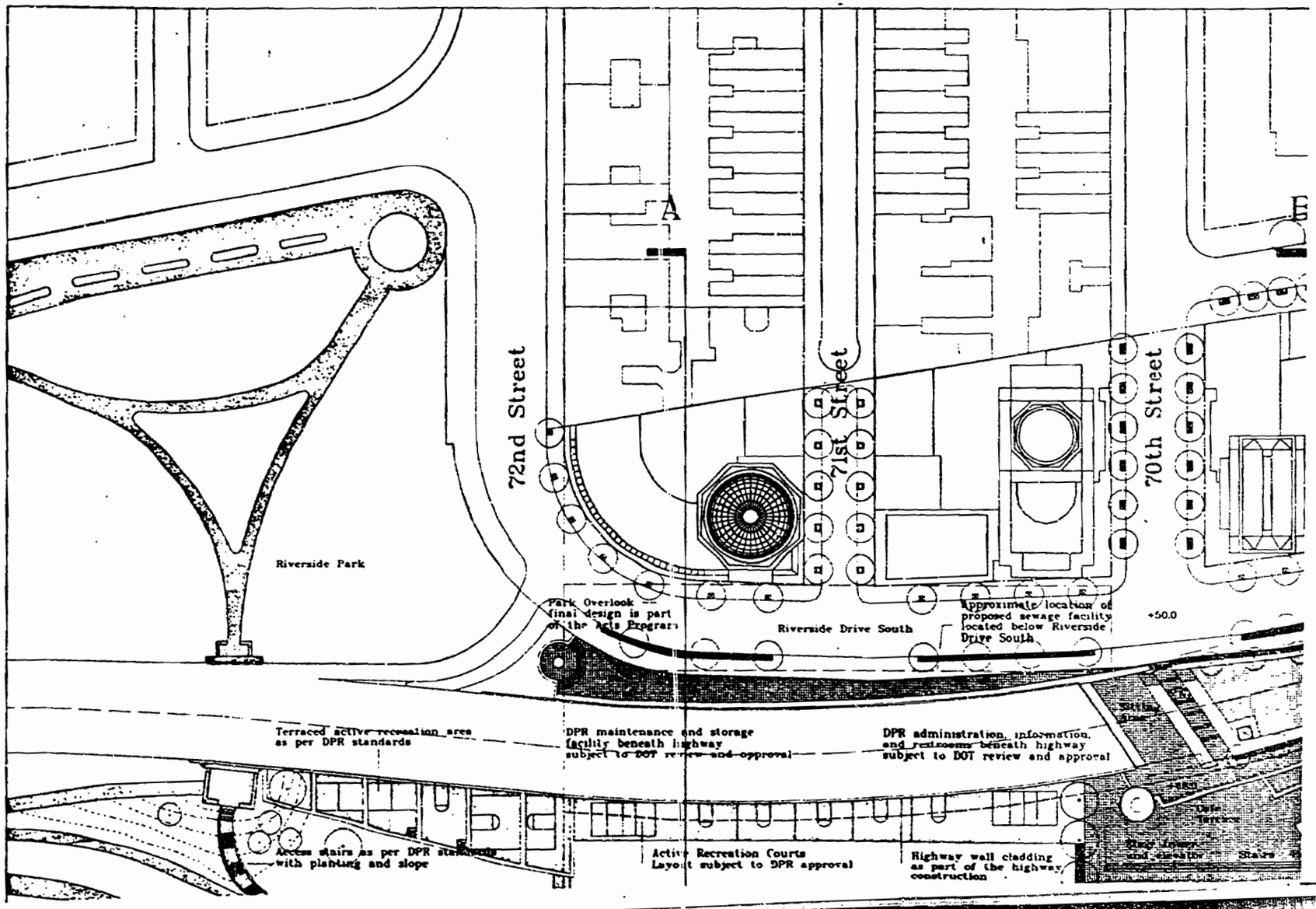
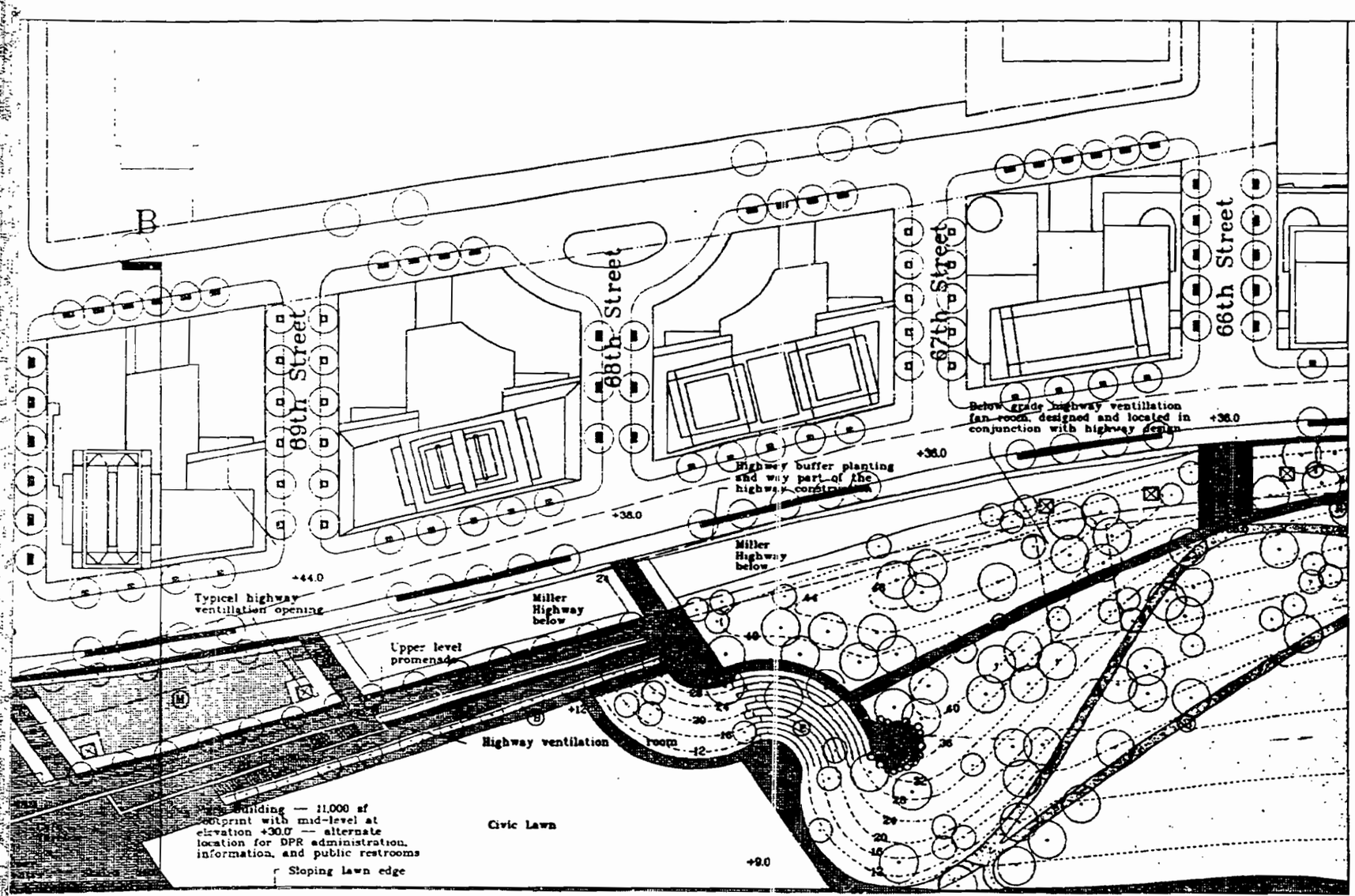
- (R) Riprap as needed to stabilize slope
- (S) Model Boat Pond - with natural stone edge and stairs as per NYC DPR standards and applicable codes.

REEL 1934PG0299





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Bruce E. Ehrman, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Bowning Patterson Inc., Project Management
Daniel Goldman, Environmental
Steven Robinson, Architectural

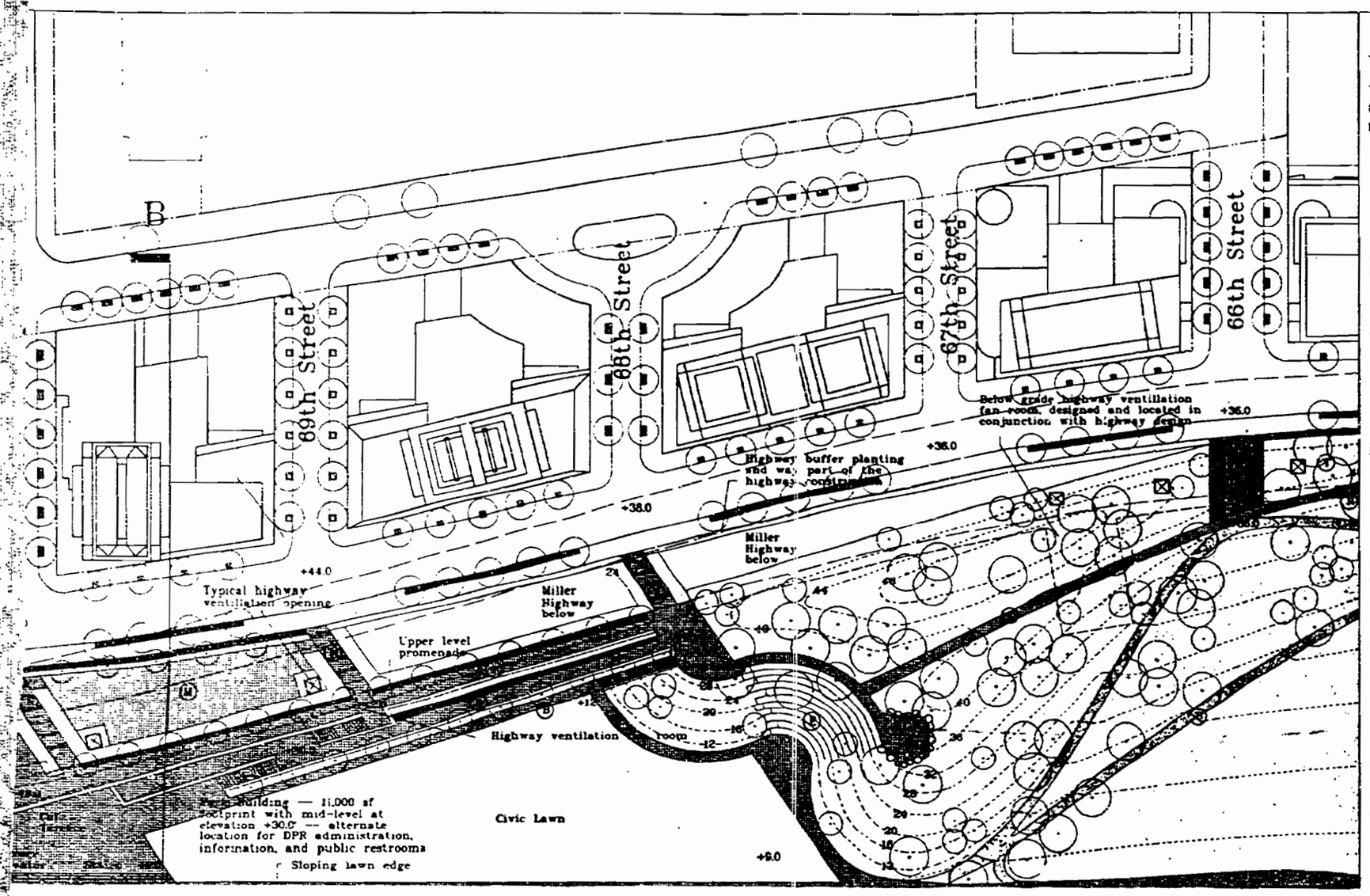
Developer
THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Landscape Architect
Thomas Balsley Associates
41 East 11th St., New York, NY 10003

Artists
Mel Chin
Joyce Kozloff
Mary Miss
Fred Wilson

Architects and Planners

REEL 1934 PG 0300



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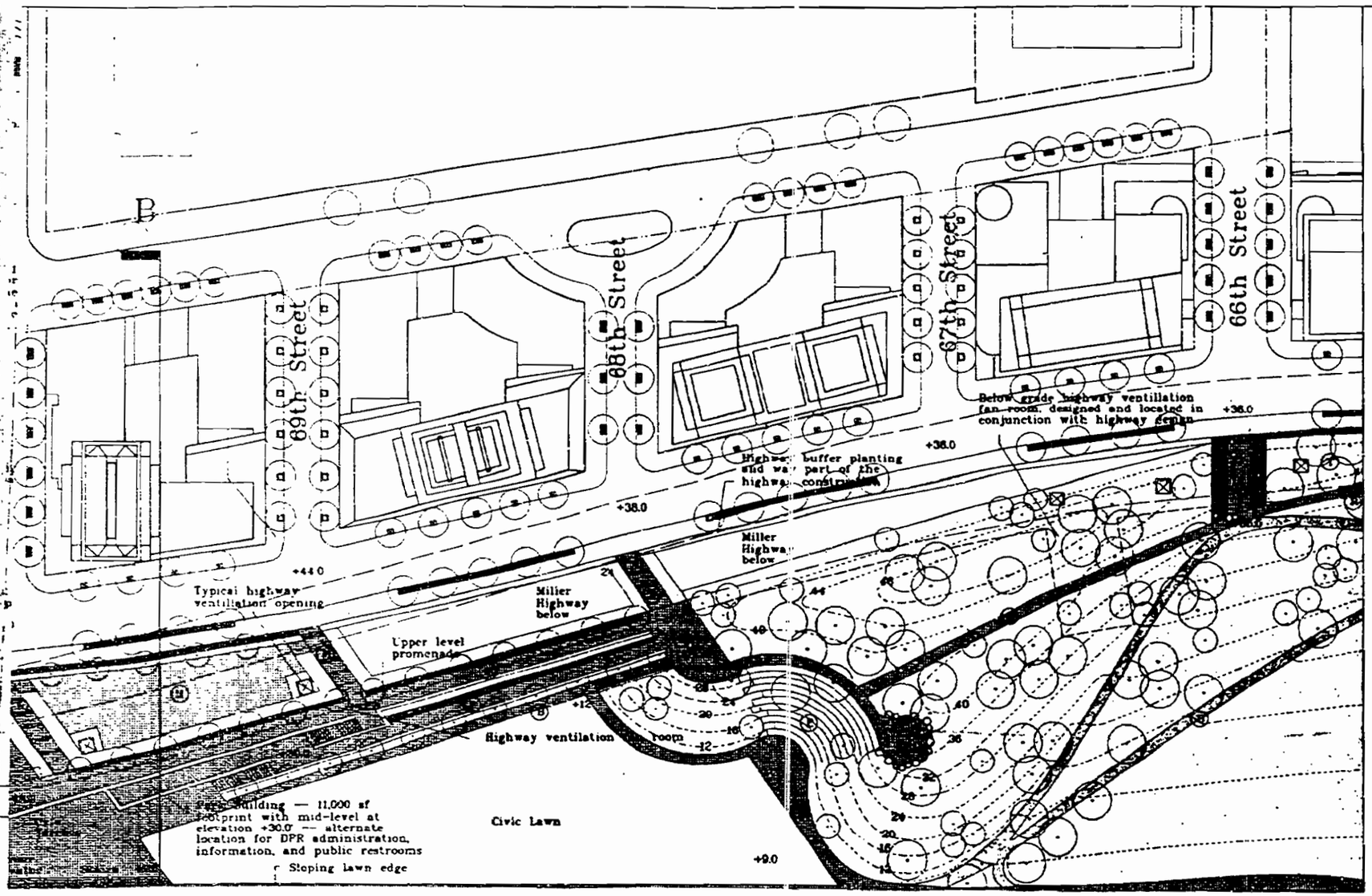

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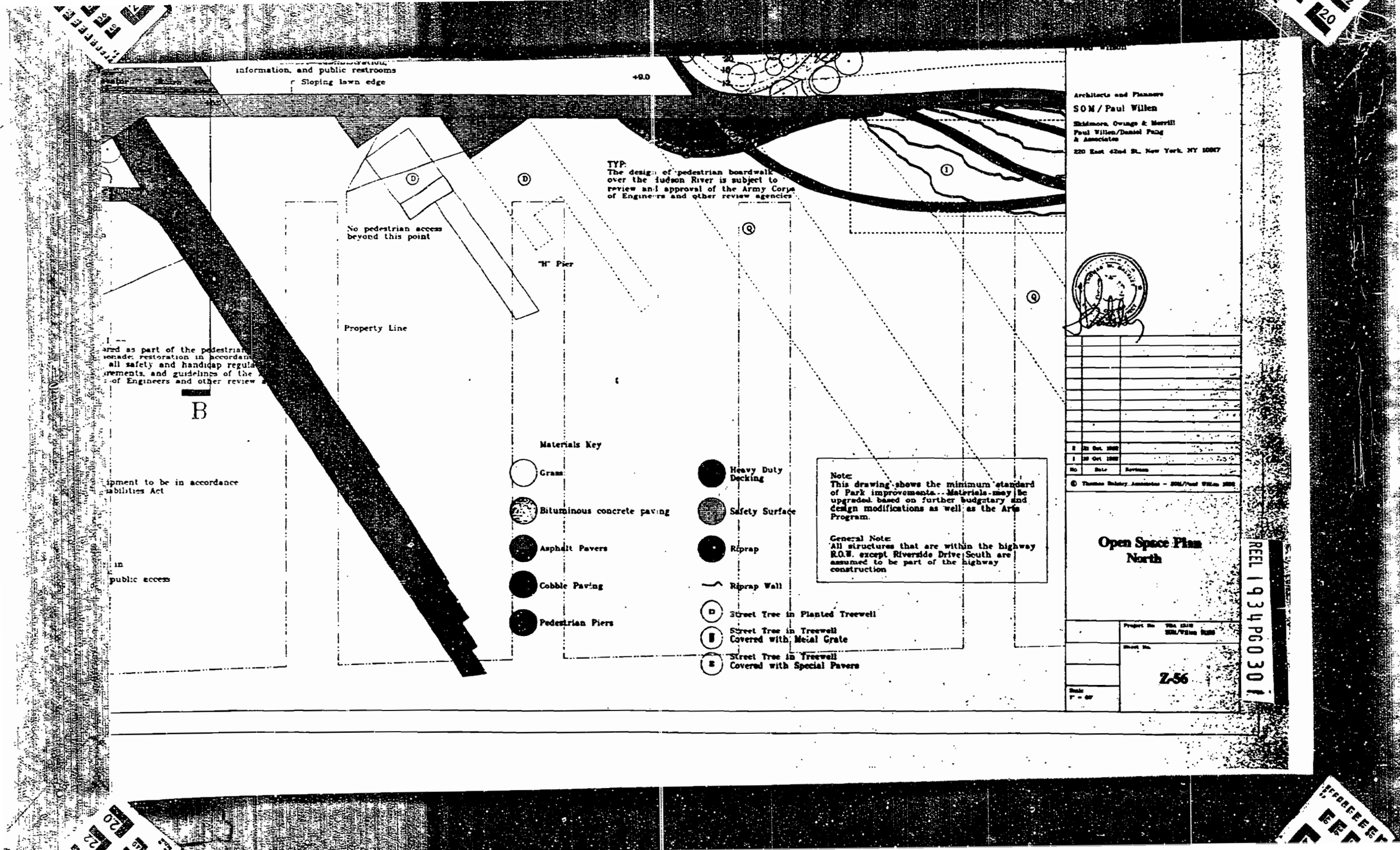
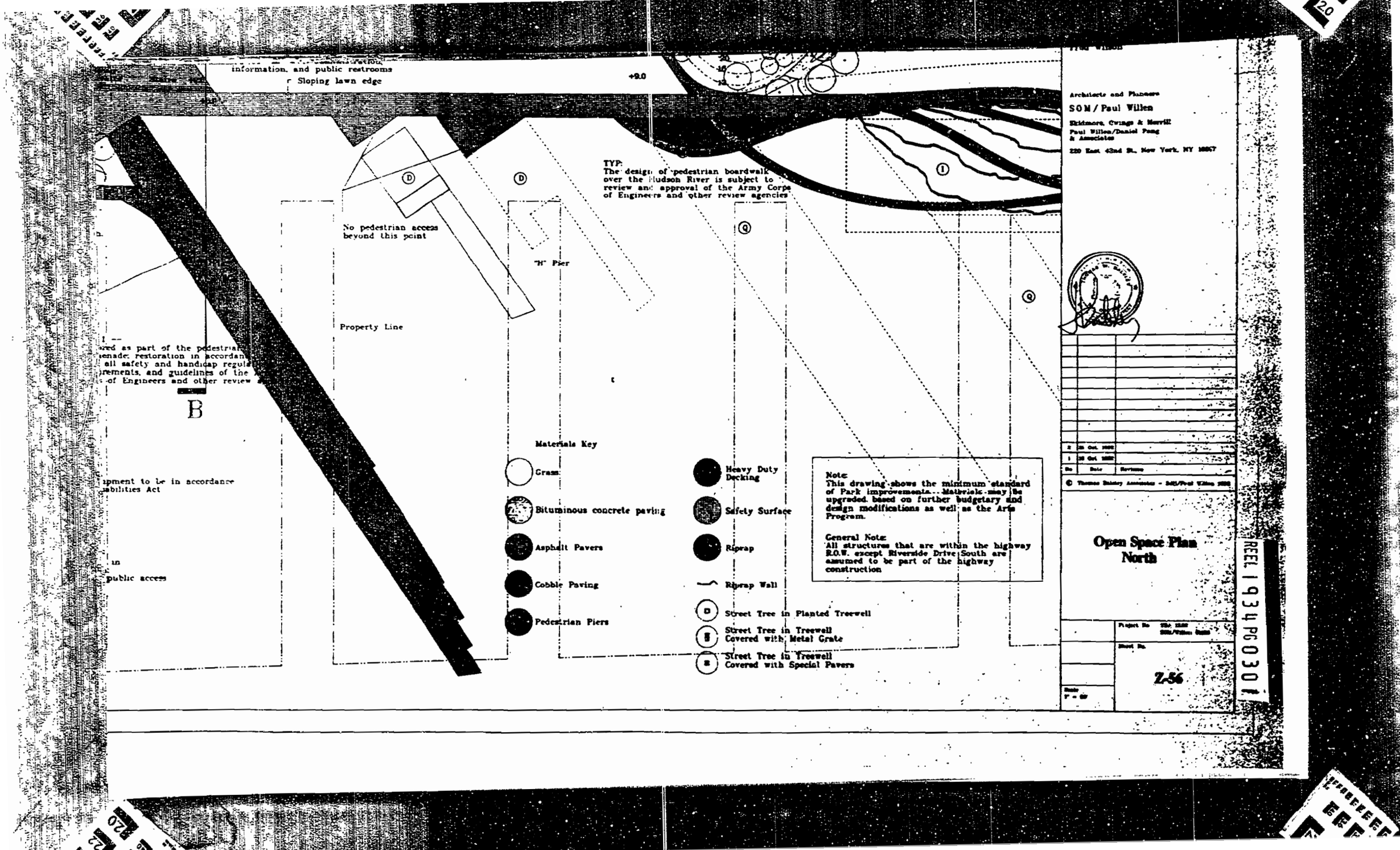

information, and public restrooms
Sloping lawn edge
+9.0
TYP.
The design of pedestrian boardwalk over the Hudson River is subject to review and approval of the Army Corps of Engineers and other review agencies
No pedestrian access beyond this point
"H" Pier
Property Line
B
Materials Key
Grass
Bituminous concrete paving
Asphalt Pavers
Cobble Paving
Pedestrian Piers
Heavy Duty Decking
Safety Surface
Riprap
Riprap Wall
Street Tree in Planted Treewell
Street Tree in Treewell Covered with Metal Grate
Street Tree in Treewell Covered with Special Pavers
Note:
This drawing shows the minimum standard of Park improvements. Materials may be upgraded based on further budgetary and design modifications as well as the Arts Program.
General Note:
All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction
Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017
Open Space Plan North
Z-56
REEL 1934PG0301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Sloping lawn edge
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"H" Pier
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General Note:
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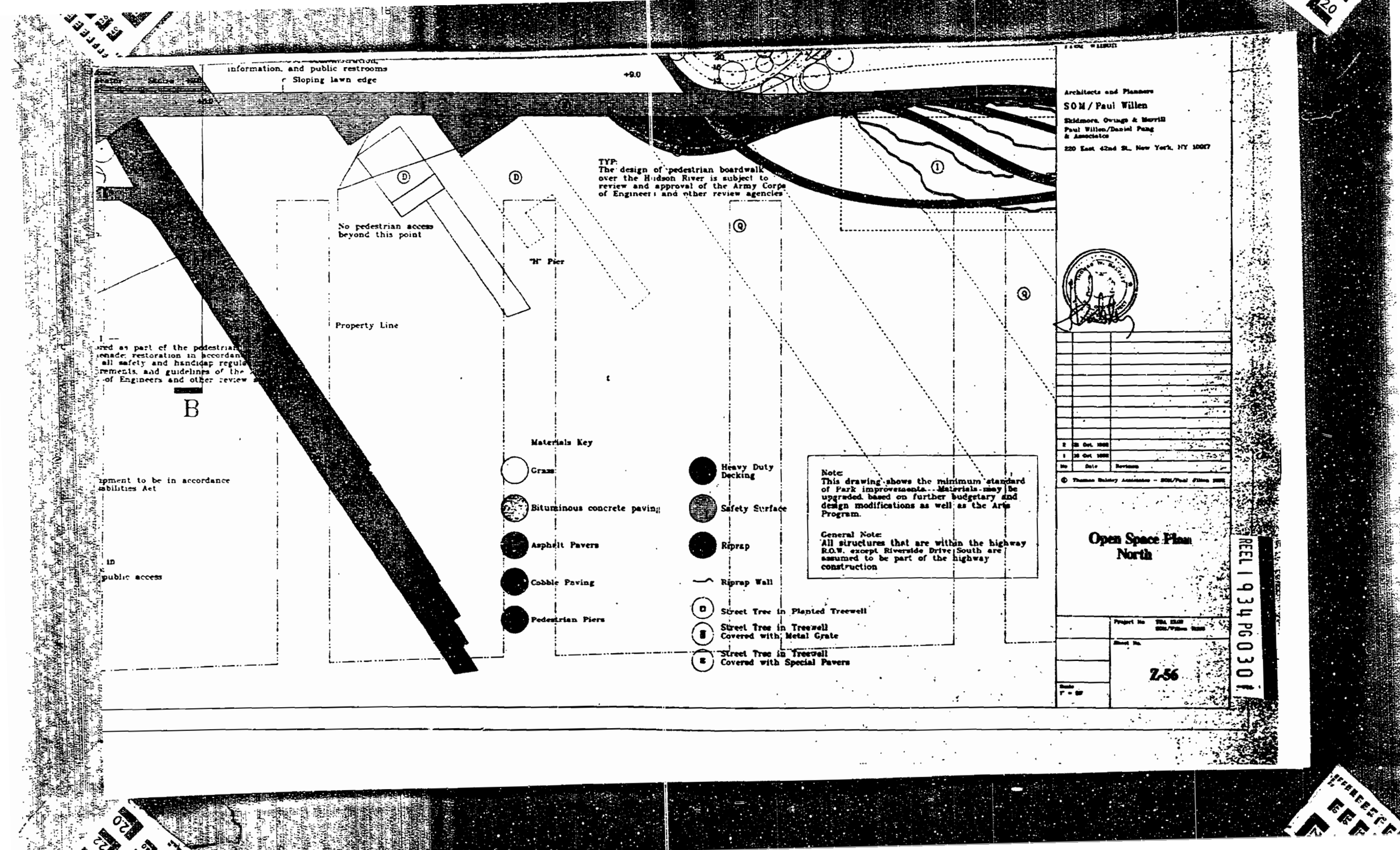
construction
Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Peng
& Associates
220 East 42nd St., New York, NY 10017
Open Space Plan
North
Z-56
REEL 1934 PG 0301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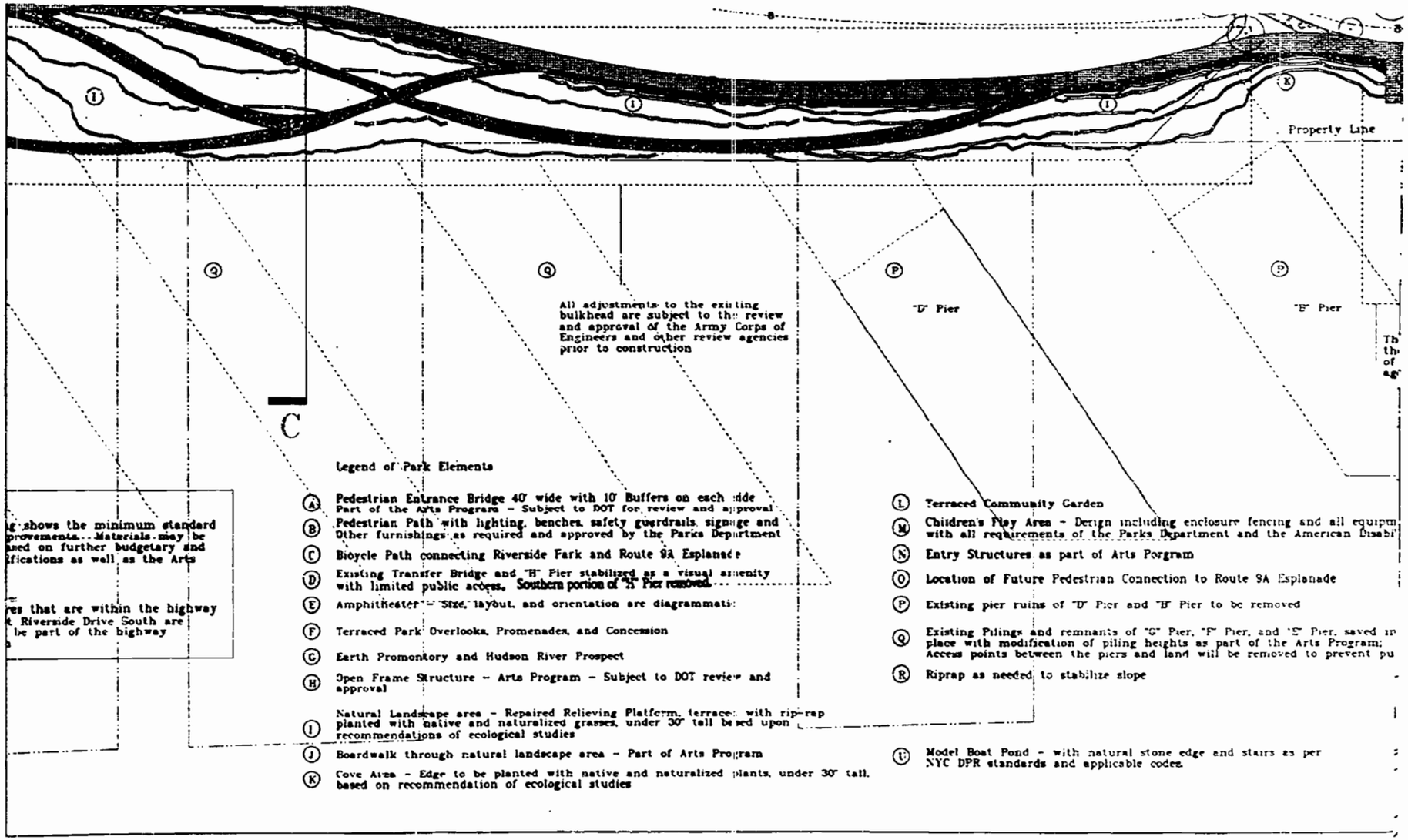
Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017
Open Space Plan North
Z-56
REEL 1934 PG 0301

REEL 1934 PG 0301-A



g shows the minimum standard provements. Materials may be sed on further budgetary and ifications as well as the Arts

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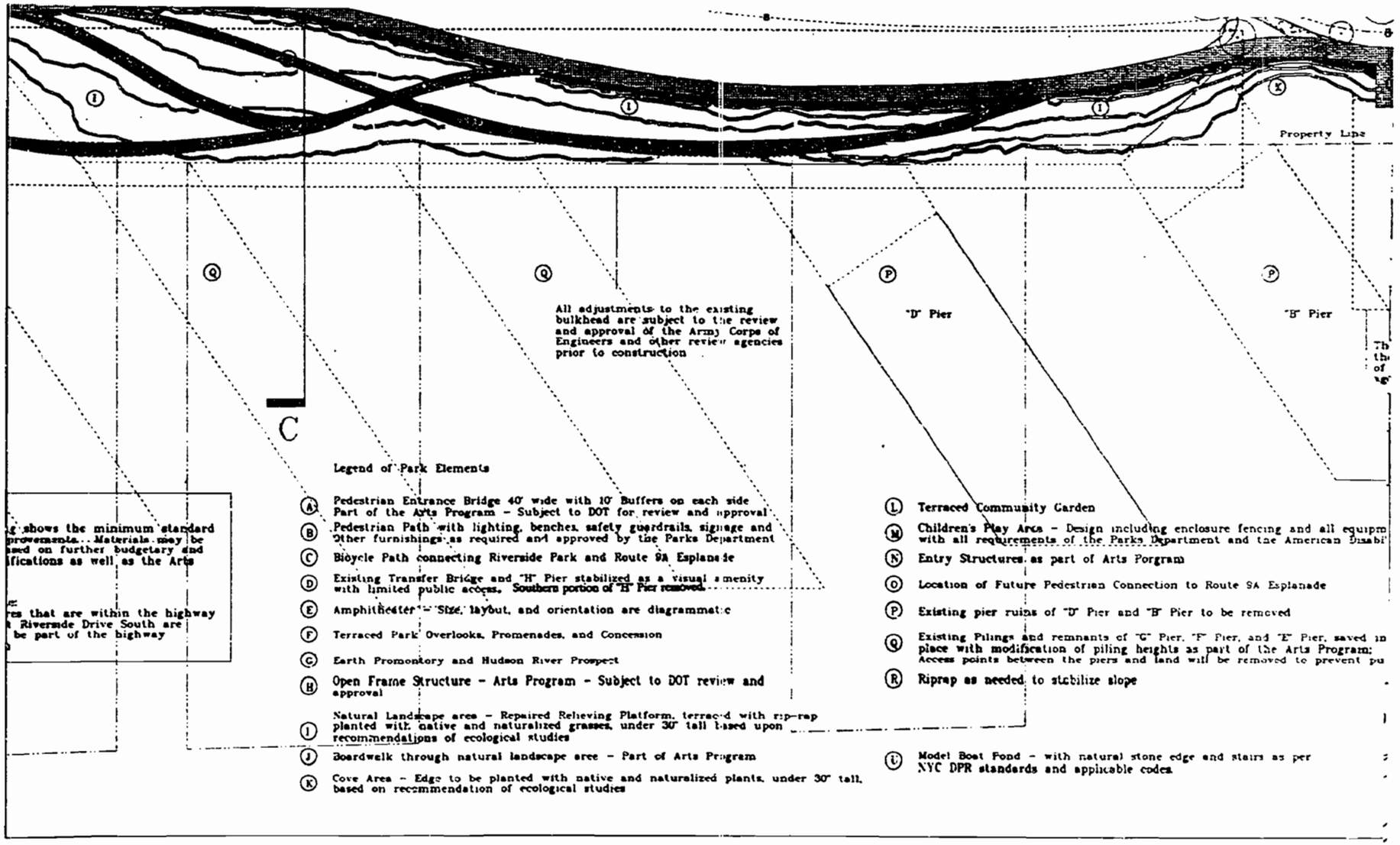
REEL 1934 PG 0301-A



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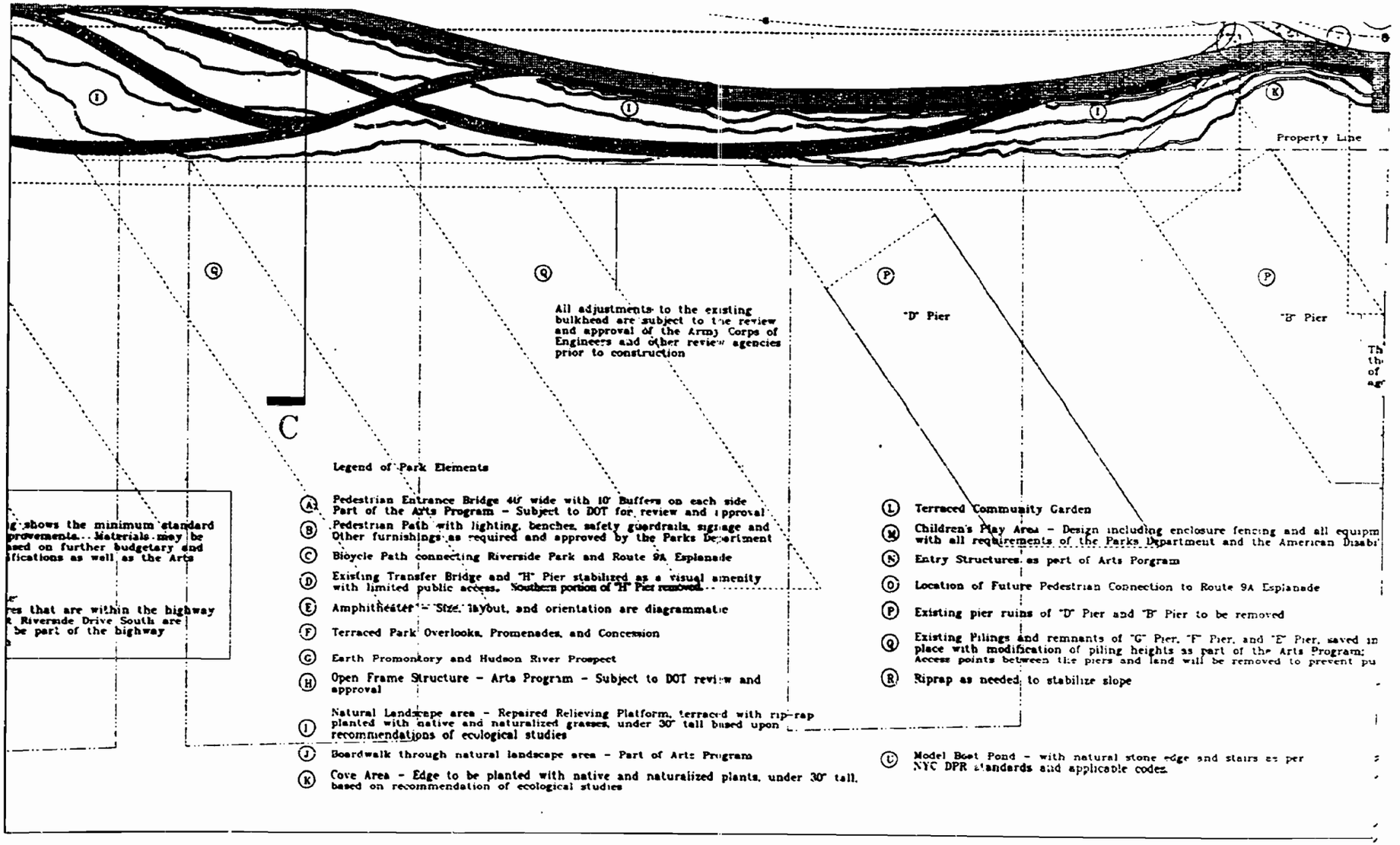

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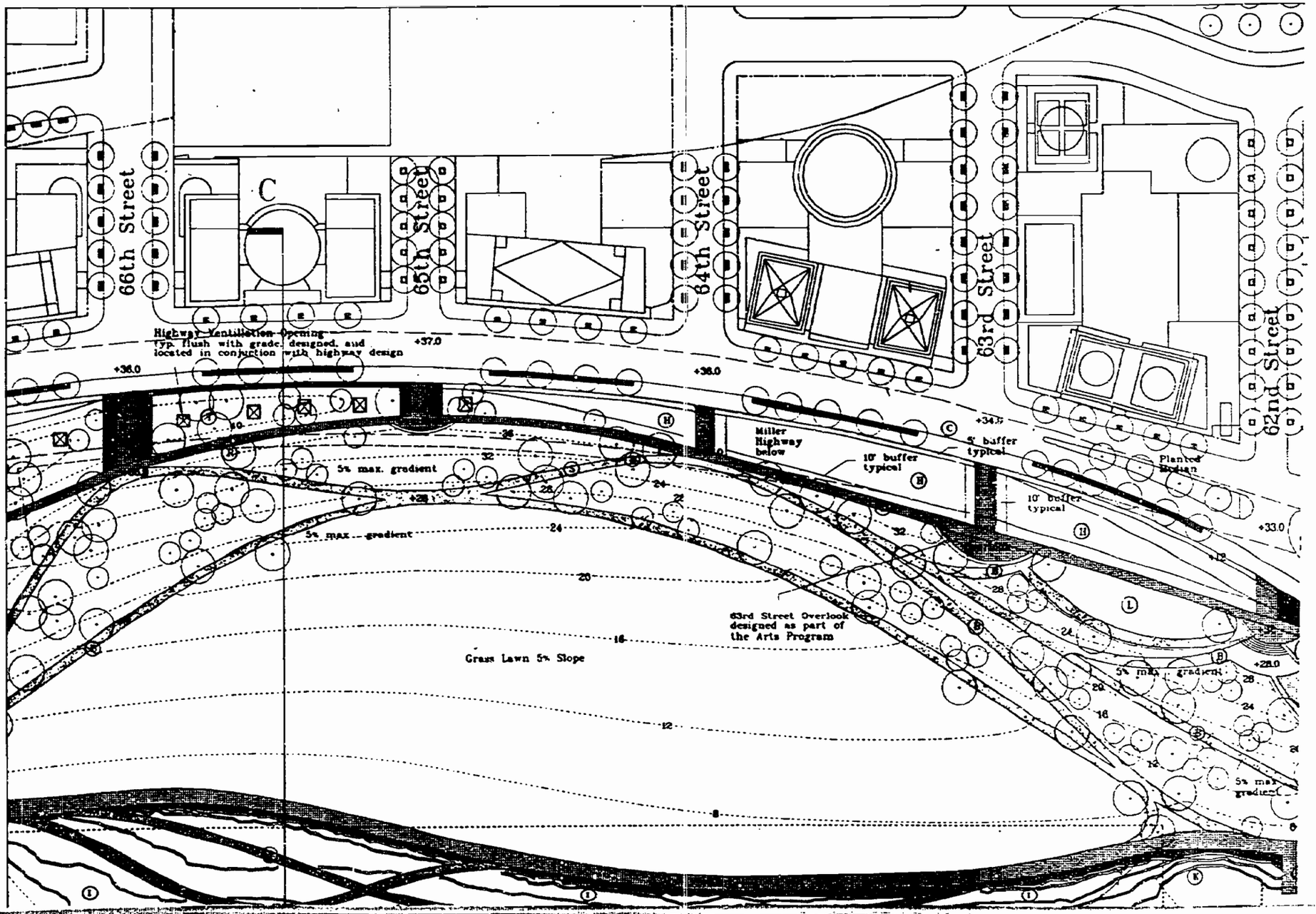
- (O) Location of Future Pedestrian Connection to Route 9A Esplanade
- (P) Existing pier ruins of "D" Pier and "B" Pier to be removed
- (Q) Existing Pilings and remnants of "G" Pier, "F" Pier, and "E" Pier, saved in place with modification of piling heights as part of the Arts Program; Access points between the piers and land will be removed to prevent pu
- (R) Riprap as needed to stabilize slope
- (S) Model Boat Pond - with natural stone edge and stairs as per NYC DPR standards and applicable codes

REEL 1934 PG 0302-B



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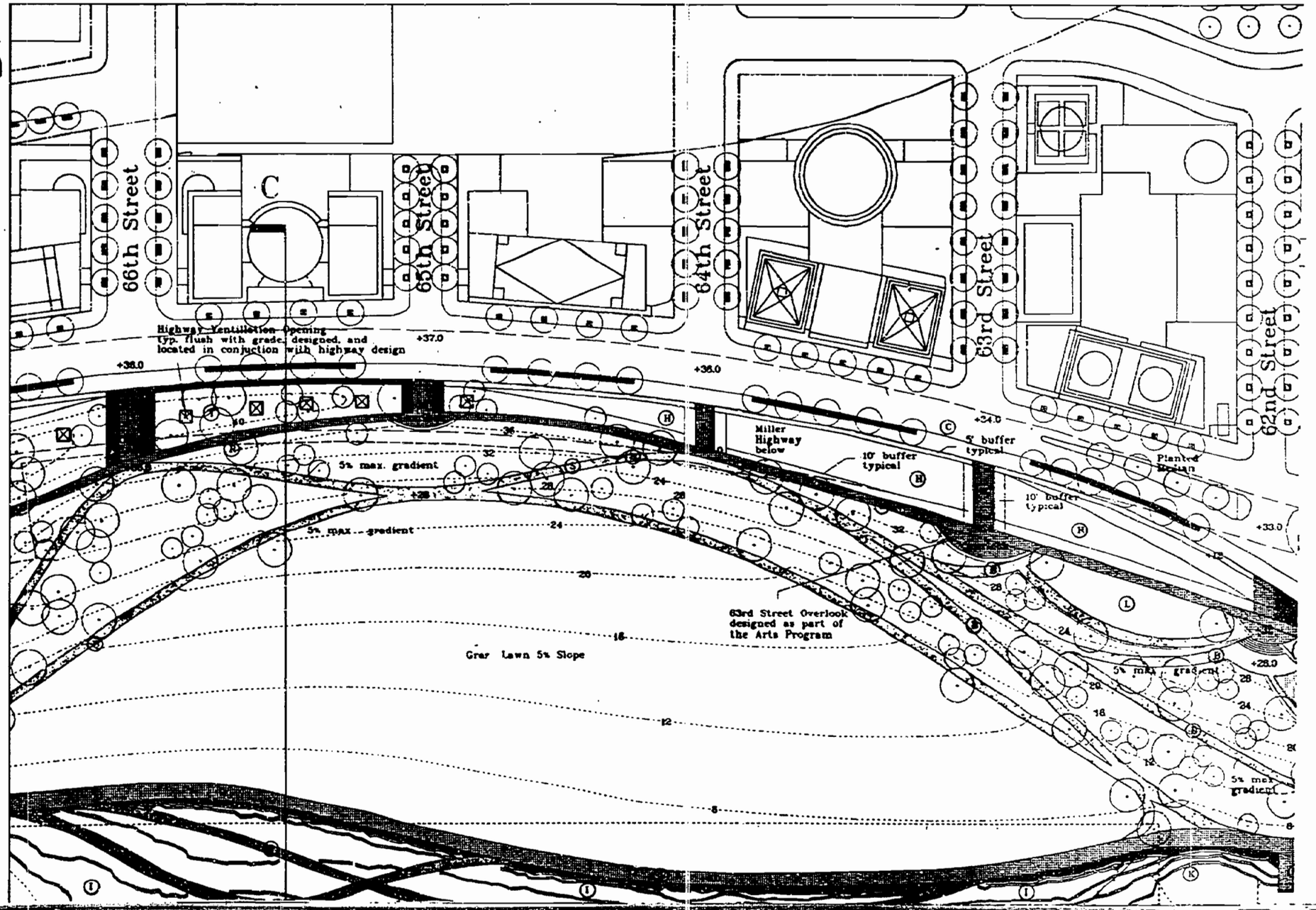

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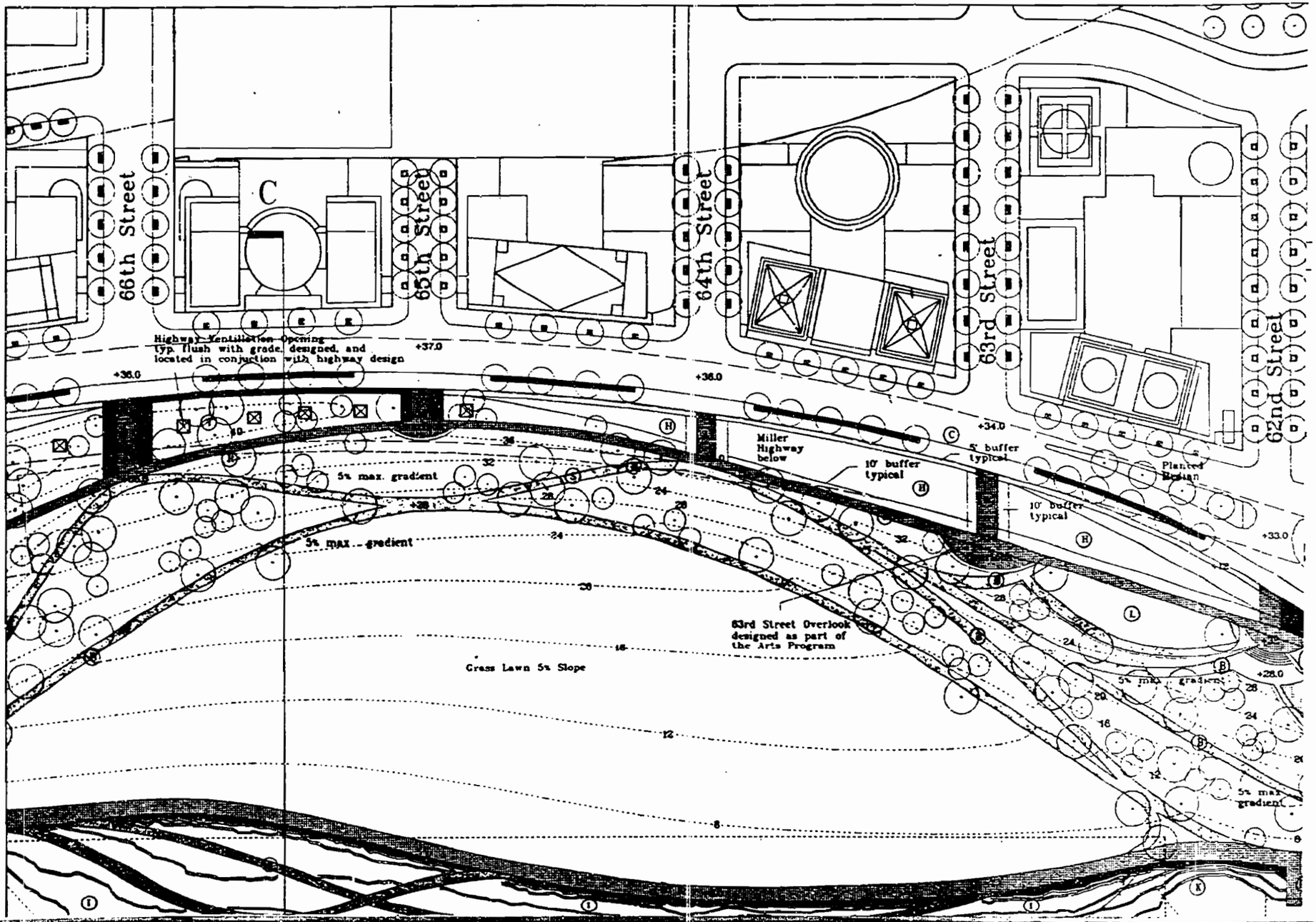

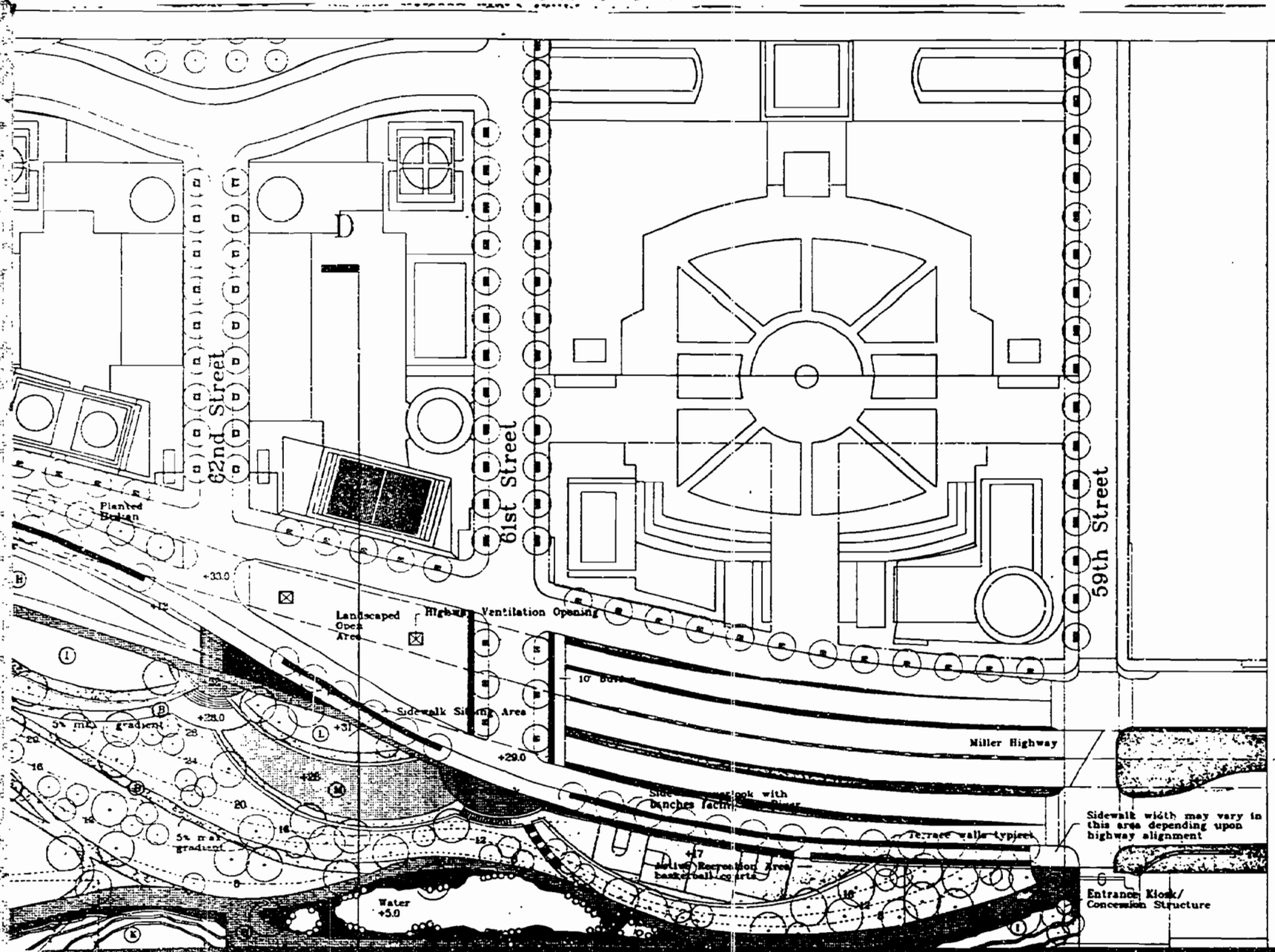

Riverside South

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Fred Wilson

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Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
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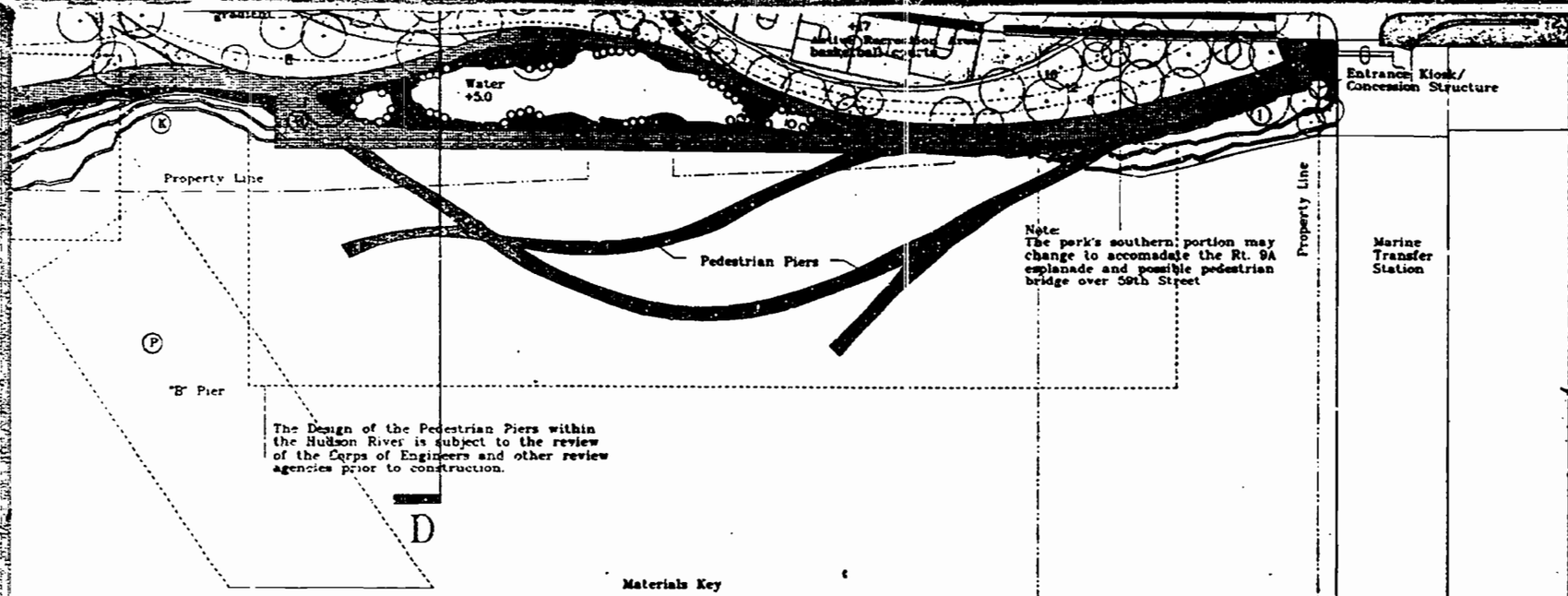
REEL 1934 PAGE 0302



Note:
The park's southern portion may change to accomadate the Rt. 9A esplanade and possible pedestrian bridge over 59th Street

The Design of the Pedestrian Piers within the Hudson River is subject to the review of the Corps of Engineers and other review agencies prior to construction.

ng enclosure fencing and all equipment to be in accordance
partment and the American Disabilities Act

gram

tion to Route 9A Esplanade

" Pier to be removed

Pier, "F" Pier, and "E" Pier, saved in
ghts as part of the Arts Program.
and will be removed to prevent public access

e edge and stairs as per
es.

Materials Key

- Grass
- Bituminous concrete paving
- Asphalt Pavers
- Cobble Paving
- Pedestrian Piers
- Heavy Duty Decking
- Safety Surface
- Riprap
- Riprap Wall
- Street Tree in Planted Treewell
- Street Tree in Treewell Covered with Metal Grate
- Street Tree in Treewell Covered with Special Pavers

Note:
This drawing shows the minimum standard of Park improvements. Materials may be upgraded based on further budgetary and design modifications as well as the Arts Program.

General Note:
All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
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No.	Date	Revision
2	[illegible]	
1	[illegible]	

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Open Space Plan South

Project No. [illegible]

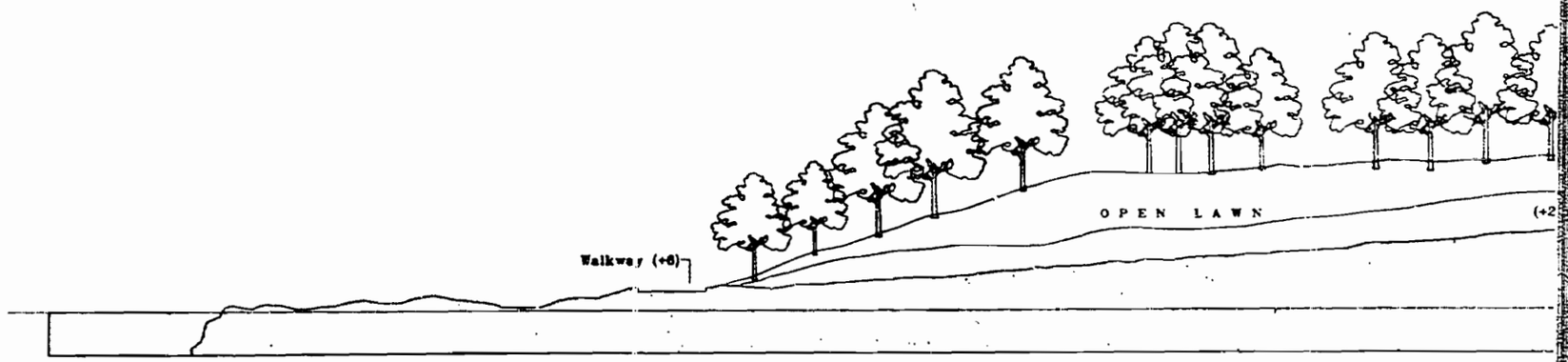
Sheet No. Z-57

Scale 1" = 50'

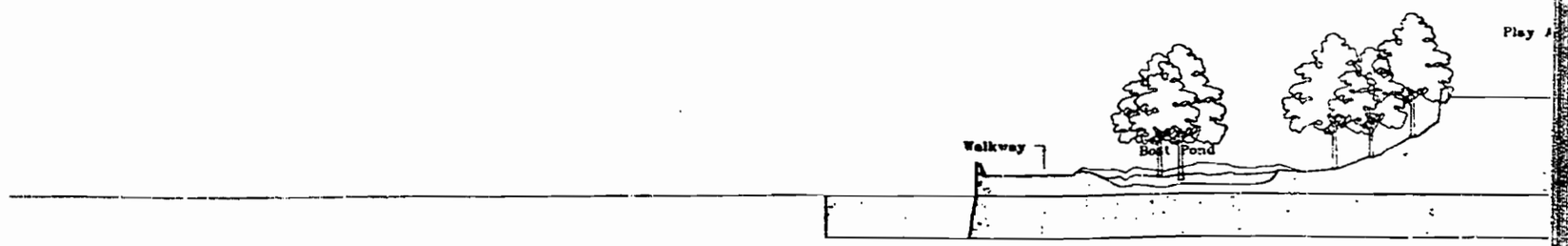
REEL 1934 PAGE 0302B

REEL 1934 PAGE 0302

Final Plan



Final Plan: Section C 65th - 66th Streets



Final Plan: Section D 61th - 62th Streets

Walkway (+6)

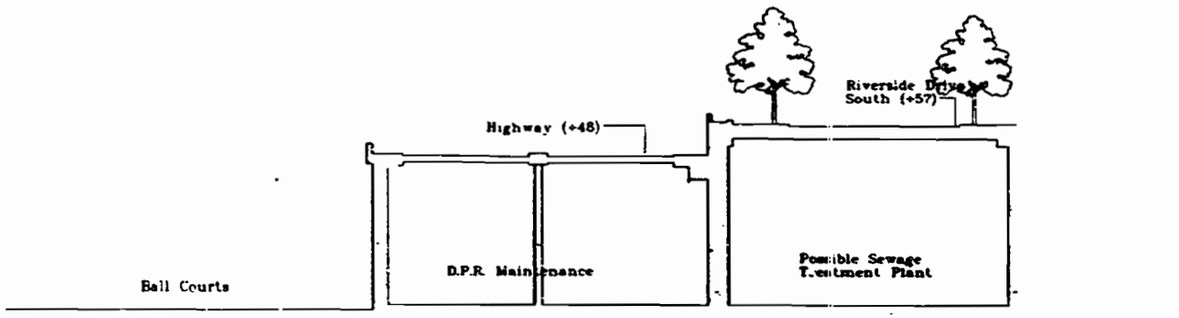
Play Fields

Ball Courts

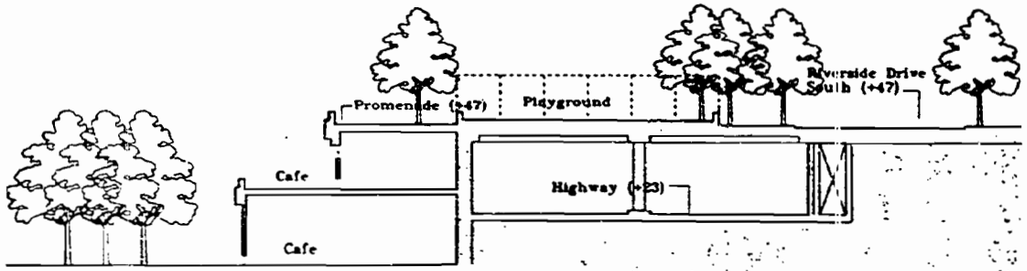
Final Plan

Walkway (+6)

Final Plan



Final Plan Section A 71st - 72nd Streets



Final Plan Section B 69th - 70th Streets

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Steven Robinson, Architectural

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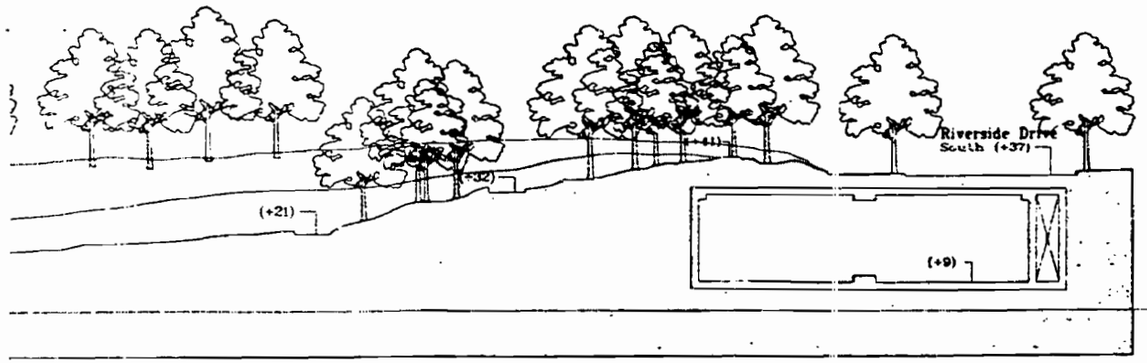
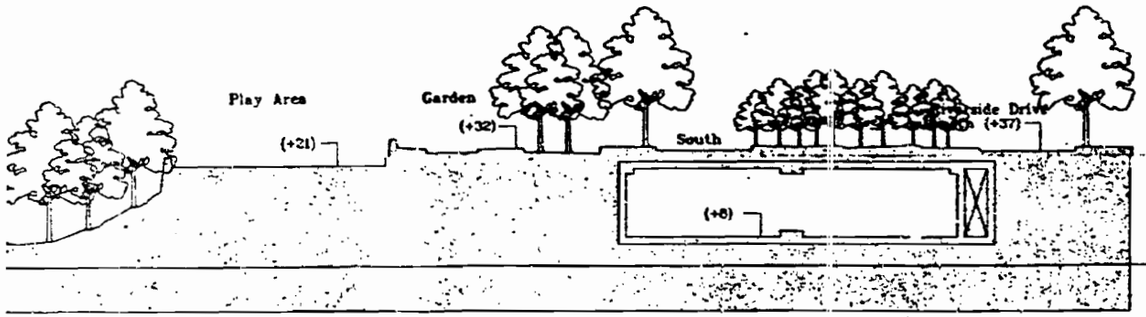
Joyce Kozloff
Mary Miss
Fred Wilson

Architects and Planners
SOM/Paul Willen

REEL 1934 PAGE 0302



16th Streets



12th Streets

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Paul Willen/Daniel Pong
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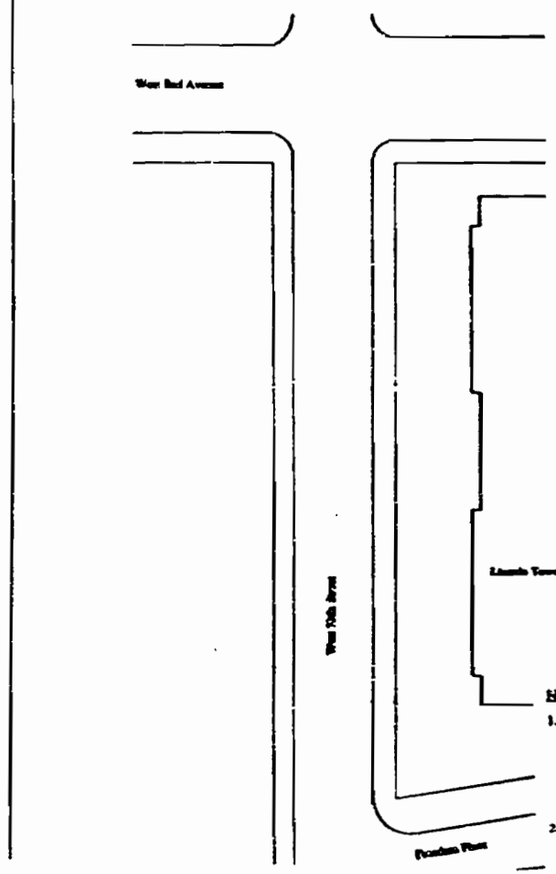
Open Space Plan Sections

Z-53

REEL 1934 PAGE 0302

REEL 1934 PAGE 0302 G

REEL 1934 PAGE 0302 H



Note

1. This drawing illustrates the minimum standard of streetscape improvements for the east-west public streets. Paving, crosswalks, lighting, street furniture and planting on West 70th Street, West 66th Street, West 64th Street and West 61st Street may be upgraded to match other Fordham Movements as part of the Arts Program. Paving, crosswalks, lighting, street furniture on West 68th Street and Avalon may be upgraded as part of the Arts Program.

2. The Public Access Easements (PAEs), with the exception of the part-file PAE on Zoning Lot C, shall be designed in an historical manner and finished with the same materials as the assumed public streets.

Light Standard per Plan

Concrete Sidewalk per Plan

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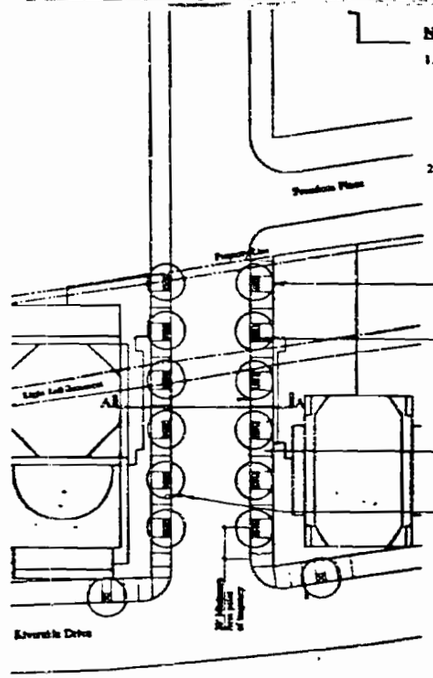
REEL 1934 PAGE 0302



Note

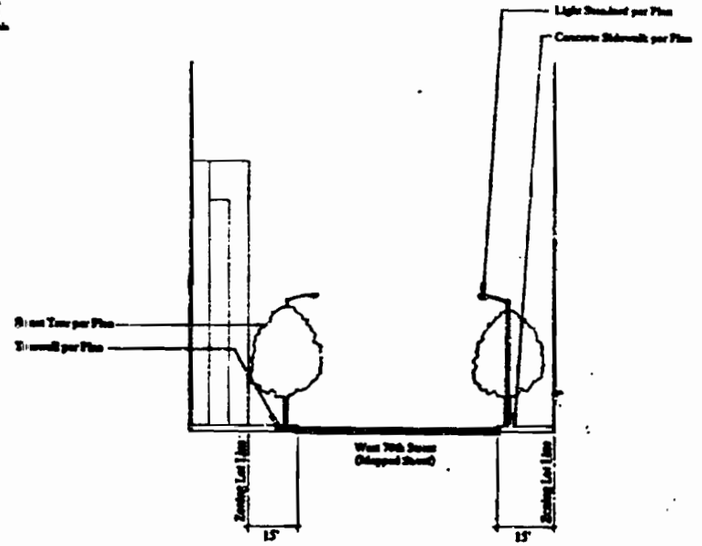
1. This drawing illustrates the minimum standard of streetscape improvements for the east-west public streets. Paving, trenwells, lighting, street furniture and niches on West 70th Street, West 66th Street, West 64th Street and West 61st Street may be upgraded to mark other Freedom Movements as part of the Arts Program. Paving, trenwells, lighting, street furniture on West 68th Street and niches may be upgraded as part of the the Arts Program.
2. The Public Access Easements (PAEs), with the exception of the park-like PAE on Zoning Lot O, shall be designed in an identical manner and finished with the same materials as the mapped public streets.

Street Tree
3 1/2" caliper, deciduous standard with 6' minimum clearance to lowest branch; 25' minimum spacing; 35' maximum spacing

Treewell
5' x 10'; covered with special pavers; fitted with gravel-filled vertical watering pipe

Concrete Sidewalk
Color, finish and joint pattern and spacing to be determined, subject to necessary review and approval

Light Standard
Manufacturer, model, color, finish, spacing, and illumination level and pattern to be determined, subject to necessary review and approval



Plan

1" = 50'

Section A-A

1" = 20'

West 70th Street: Typical East-West Public Street

Architects and Planners
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Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
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No.	Date	Revision
	21 Oct 1982	

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Landscape and Open Space Details

Project No. [illegible]

Sheet No.

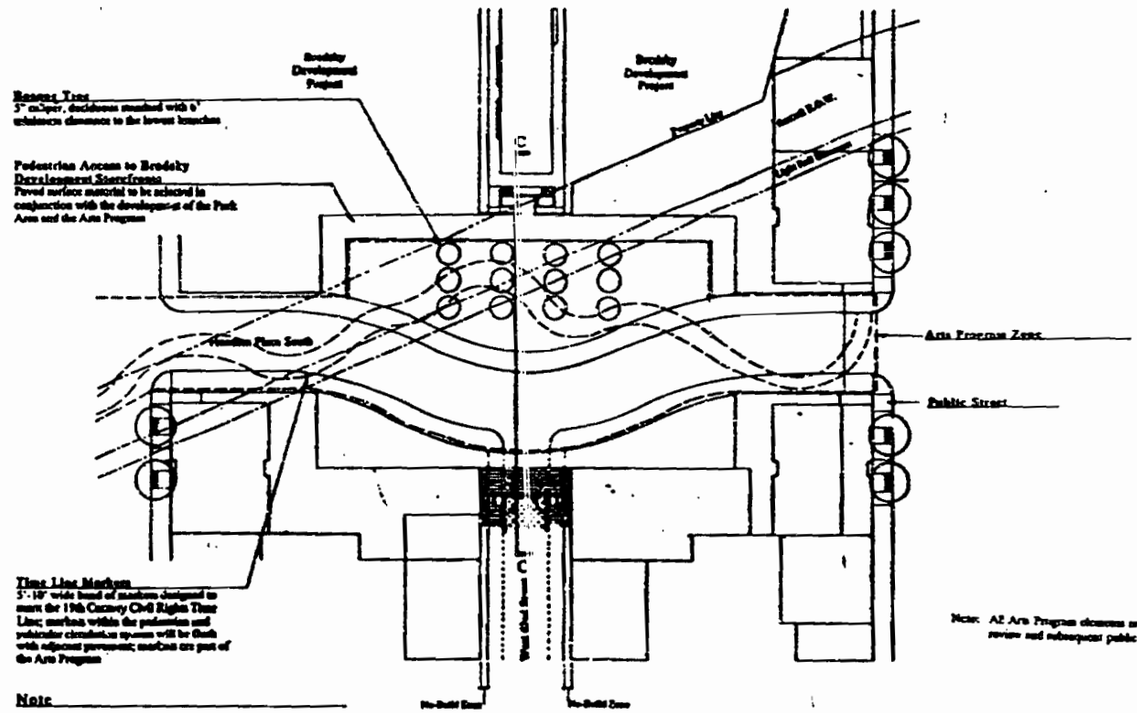
Z-59

REEL 1934 PAGE 0302J

REEL 1934 FRAME 0202K

1" = 50'

Freedom Place

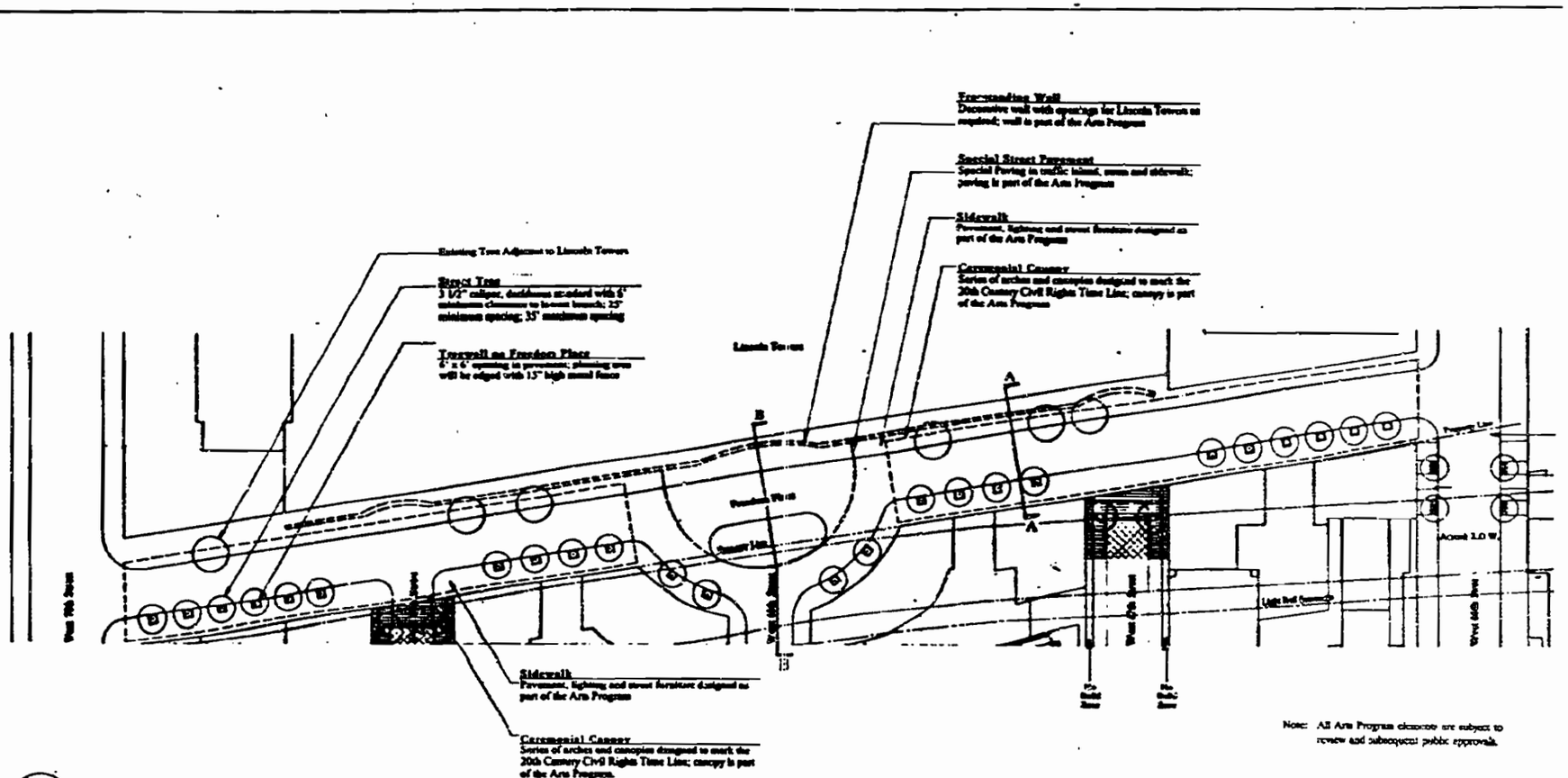


Plan

1" = 50'

Freedom Place South

REEL 1934 FRAME 3021



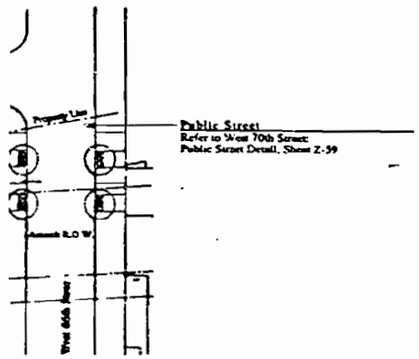
Note: All Arts Program elements are subject to review and subsequent public approvals.

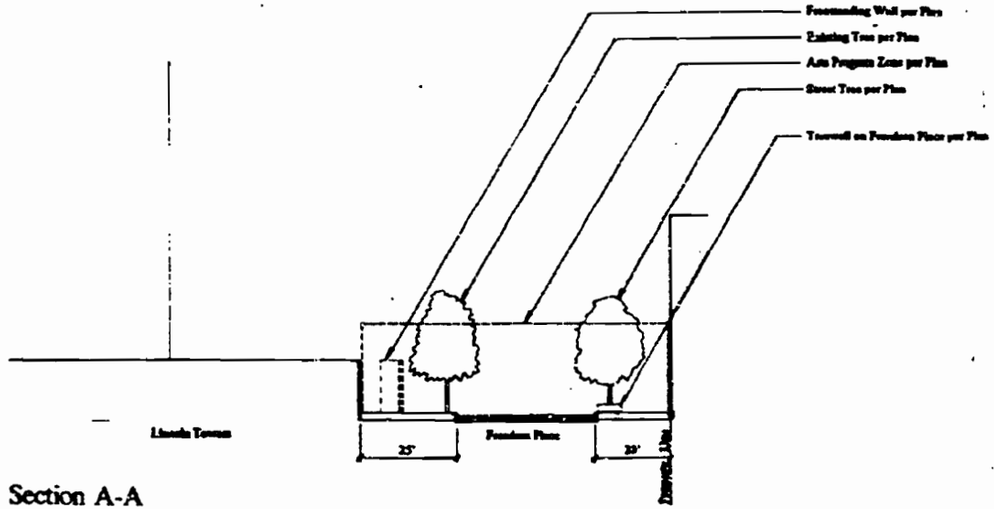
Plan

1" = 50'

Freedom Place

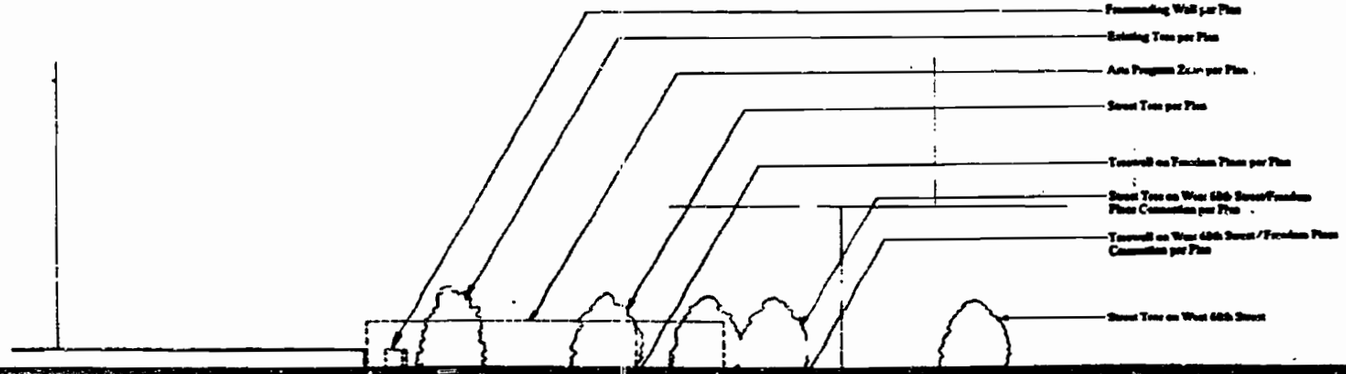
Riverside South





Section A-A

1" = 20'



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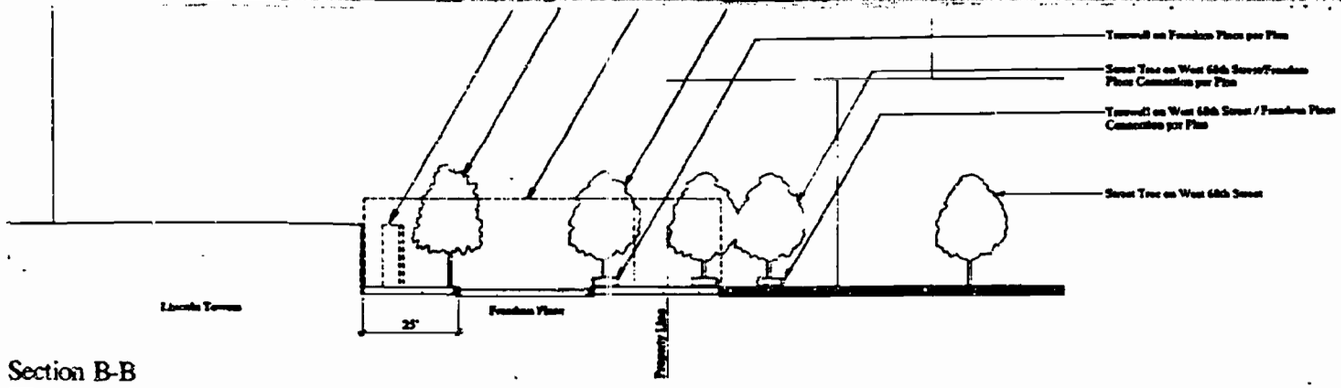
REEL 1934 PAGE 0302M



Section B-B

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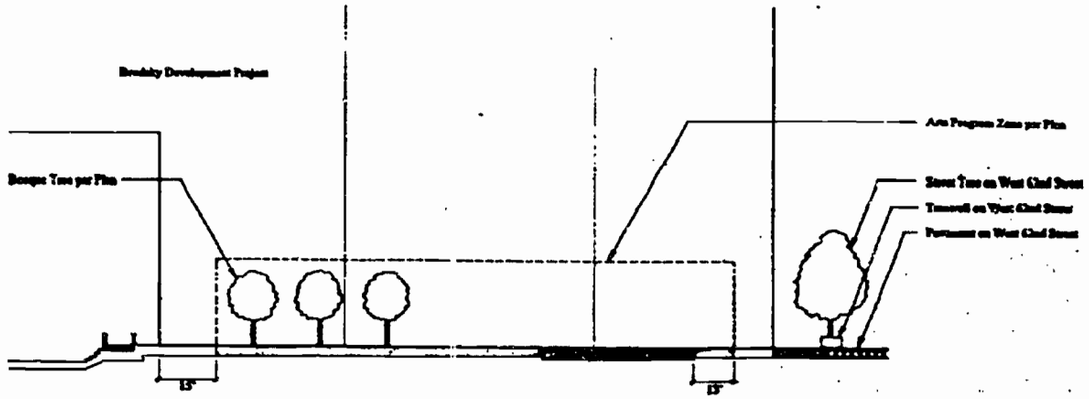

Section C-C

1" = 20'

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Landscape and Open Space Details

Project No. TBA 2302 SOM/Willen 9100

Sheet No.

Z-60

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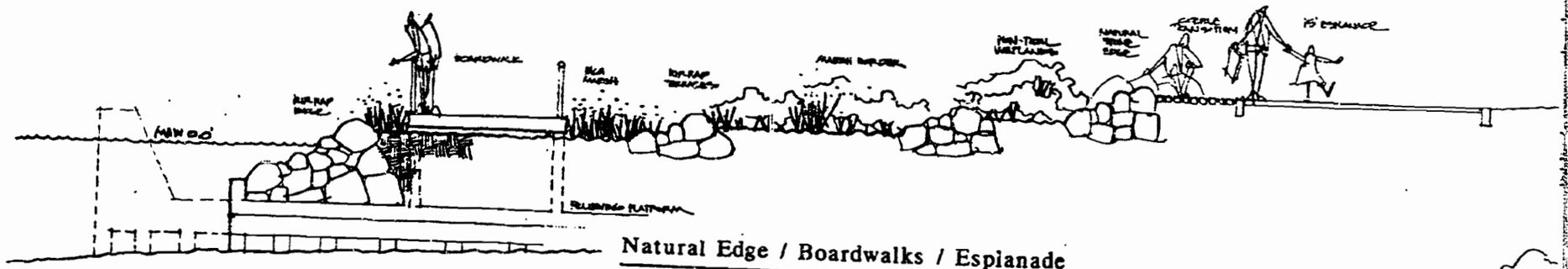
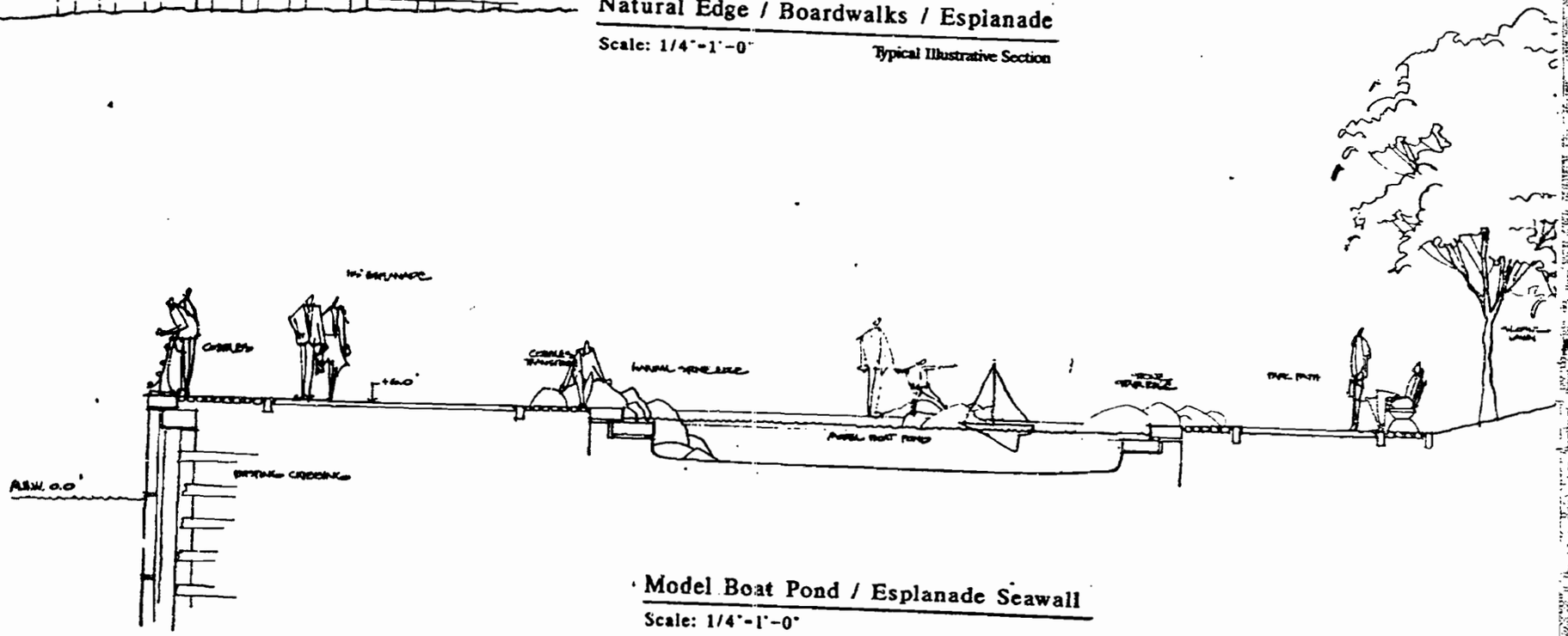
REEL 1934 PAGE 3020



Natural Edge / Boardwalks / Esplanade

Scale: 1/4"=1'-0"

Typical Illustrative Section

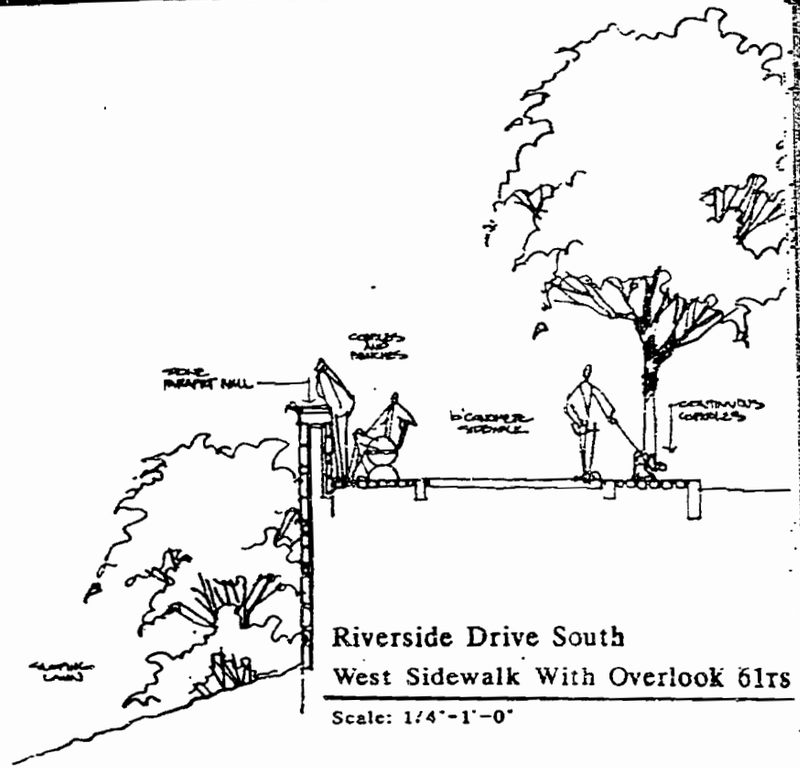


Model Boat Pond / Esplanade Seawall

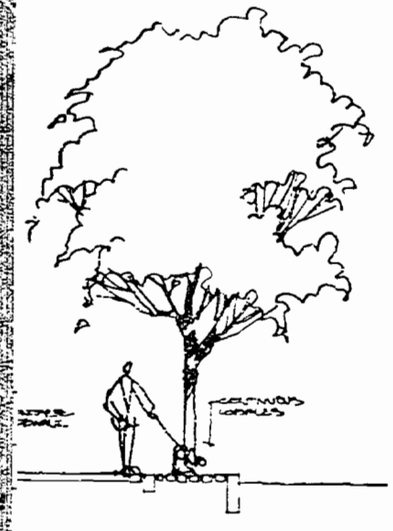
Scale: 1/4"=1'-0"

REEL 1934 FRAME 0302

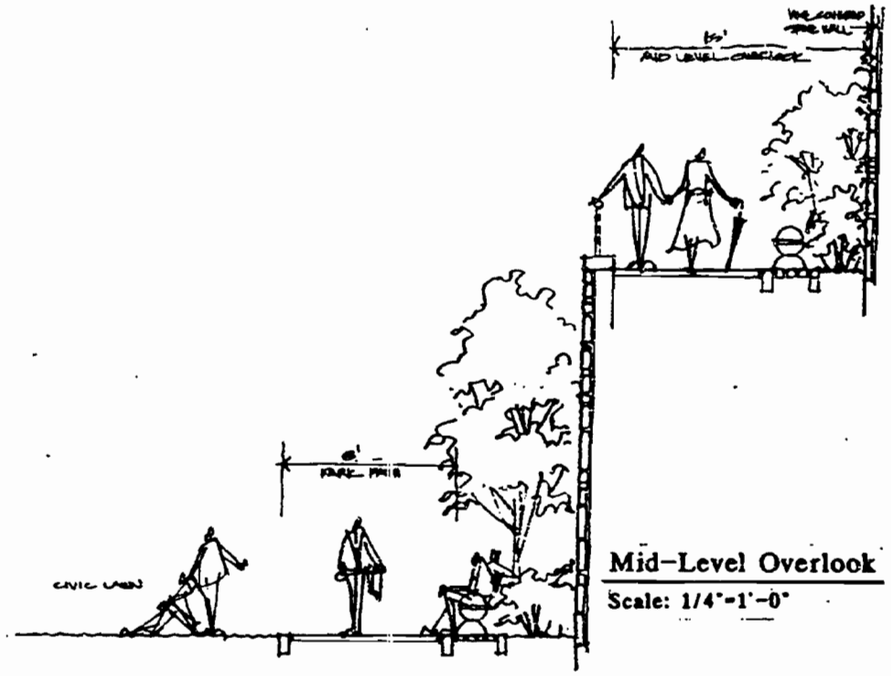
Riverside Drive South
Typical West Sidewalk With Buffer
Scale: 1/4"-1'-0"



Riverside Drive South
West Sidewalk With Overlook Bluffs
Scale: 1/4"-1'-0"



Drive South
alk With Overlook 61rst–59th Streets
-0"



Mid-Level Overlook
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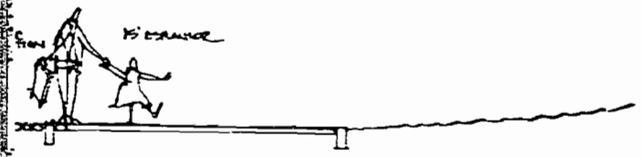

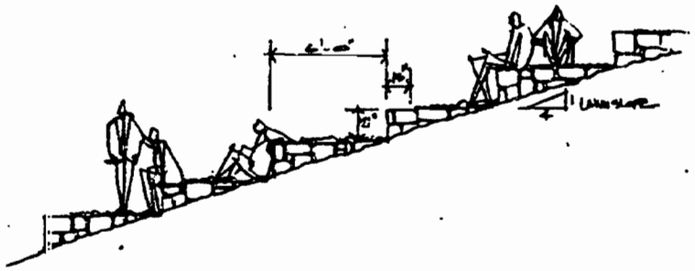

Section

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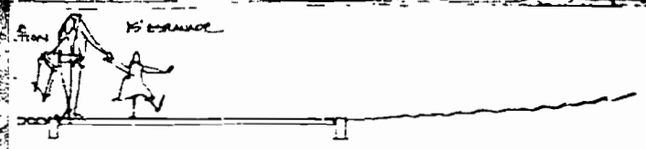
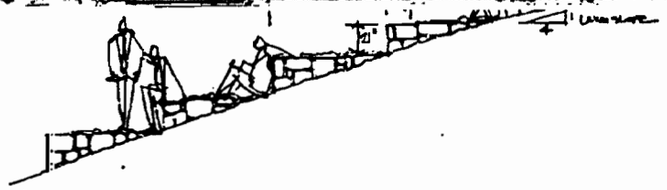
REEL 1934 FRAME 13029



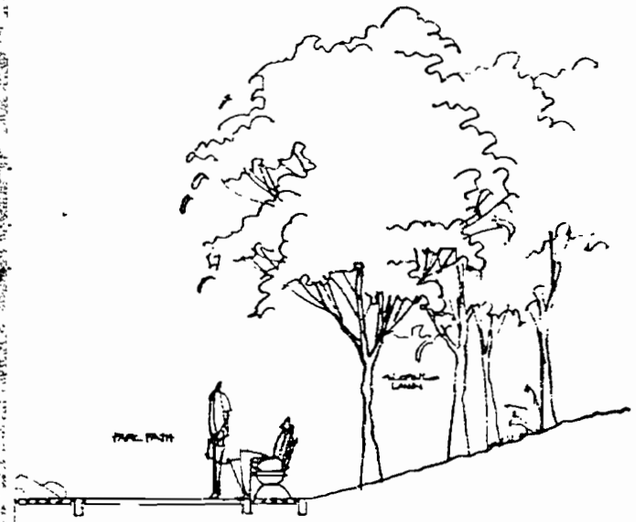


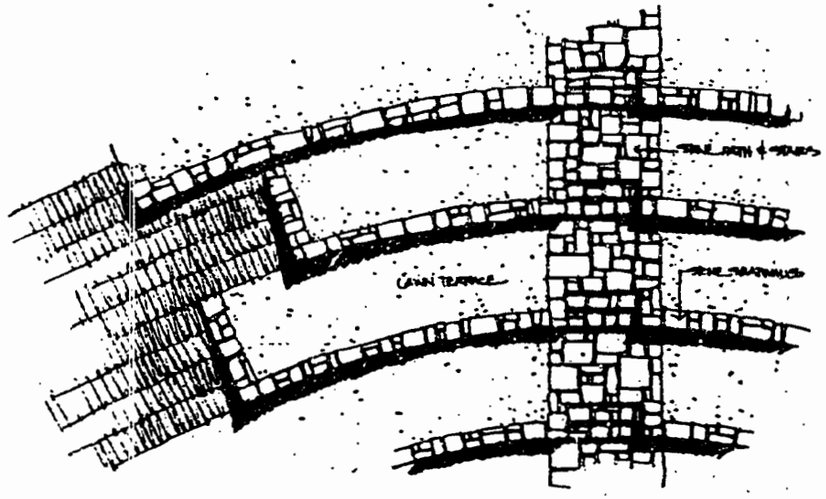
Section

Amphitheater Terrace

Scale: 1/4"=1'-0"

Plan





Architects and Planners
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Paul Willen/Daniel Pang
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No.	Date	Revision
2	Oct. 21, 1982	
1	16 Oct 1982	

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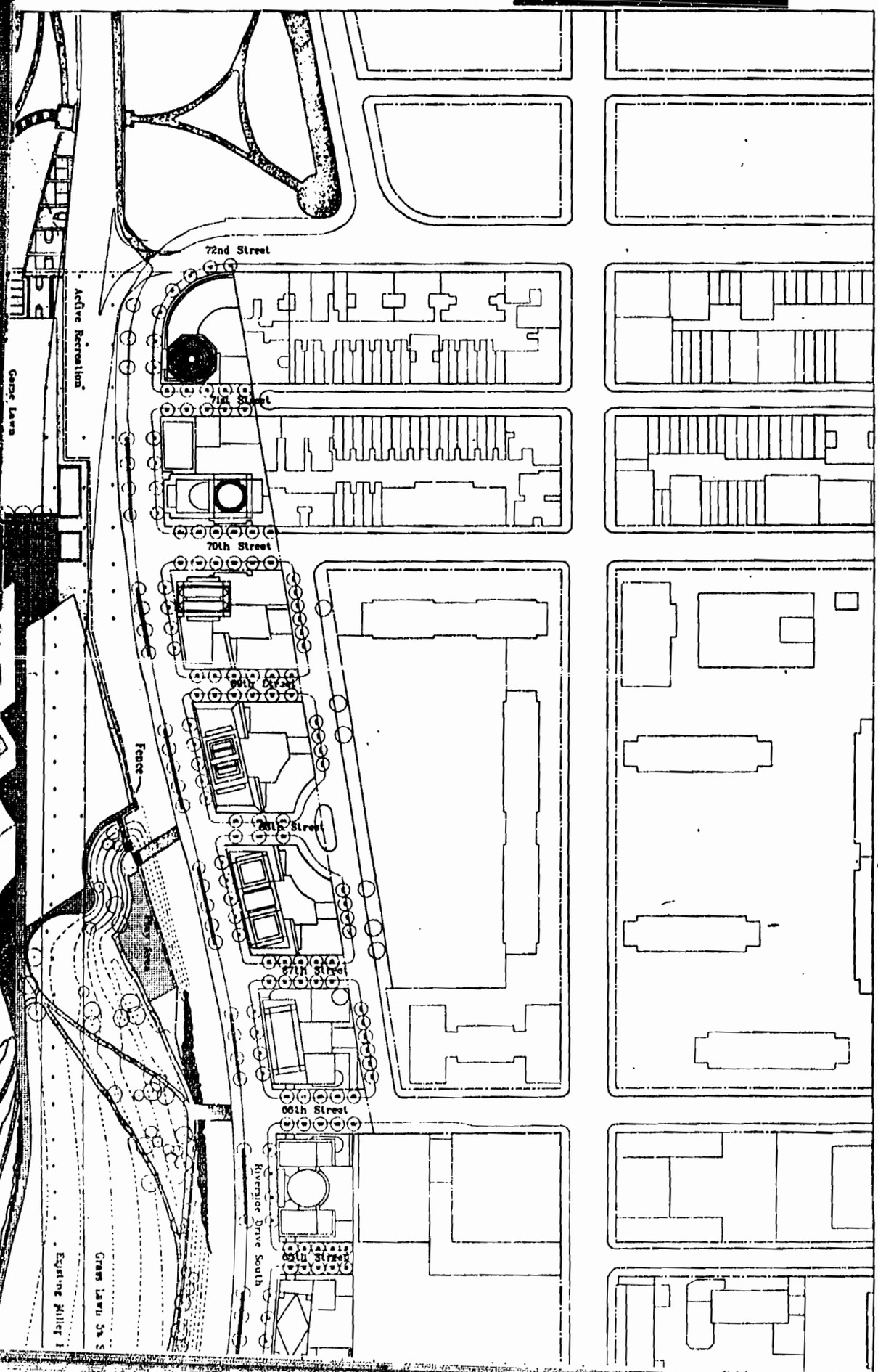
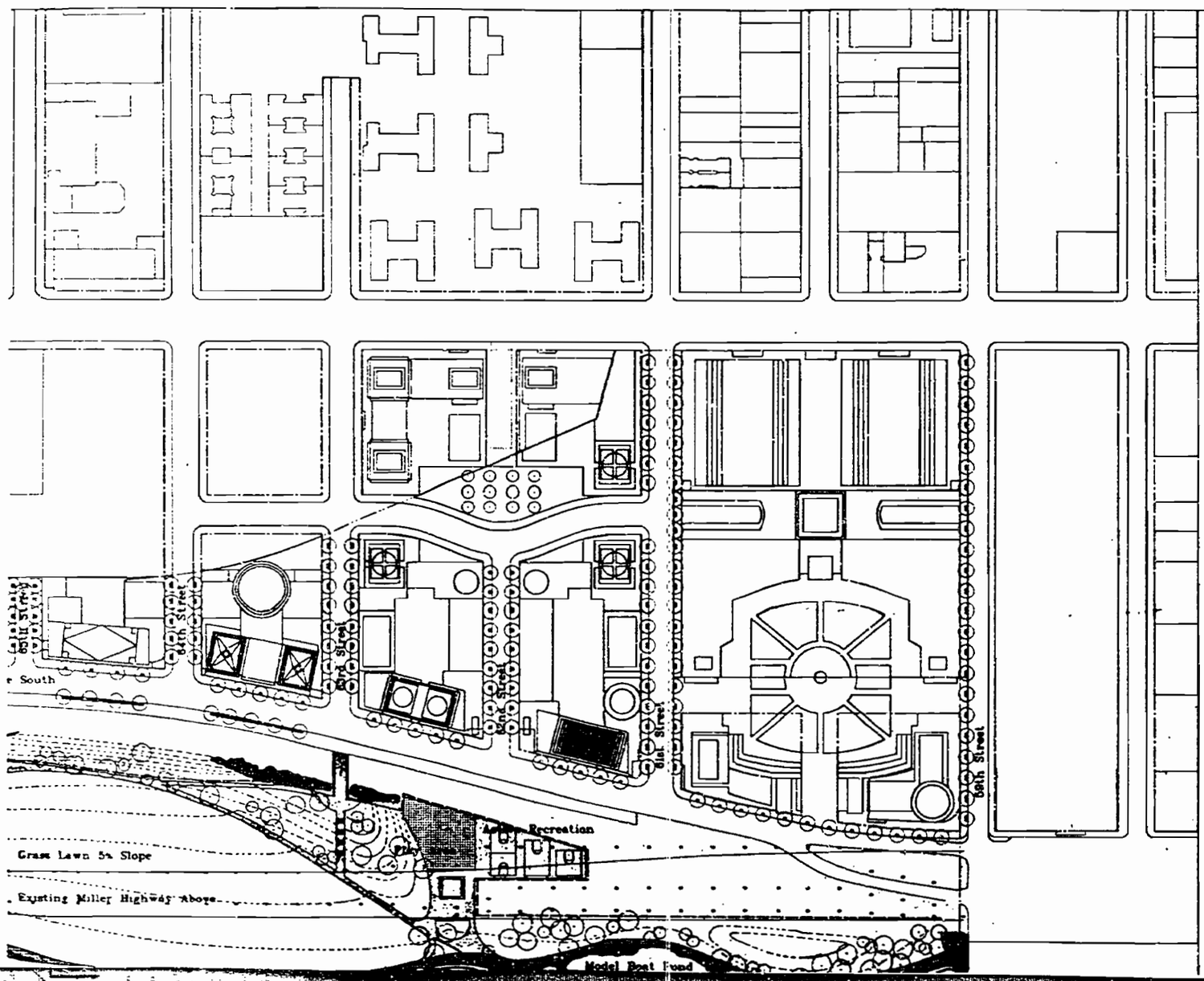
REEL 1934 PAGE 3029

REEL 1934 PAGE 302T





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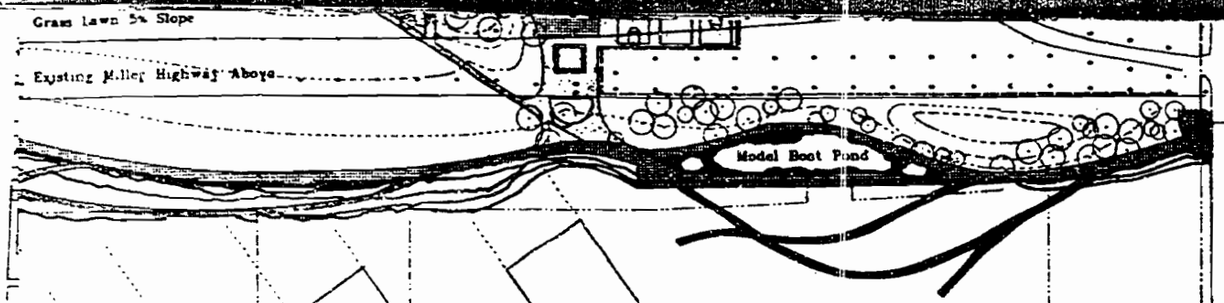
220 East 42nd St., New York, NY 10017

REEL 1934 PAGE 0302U



Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang
& Associates
220 East 42nd St., New York, NY 10017

No	Date	Revision
0	21 Oct. 1965	
1	28 Oct. 1965	

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Overall Interim Open Space Plan

Project No. [illegible]

Sheet No. Z-62

Scale 1" = 100'

REEL 1934, 0302

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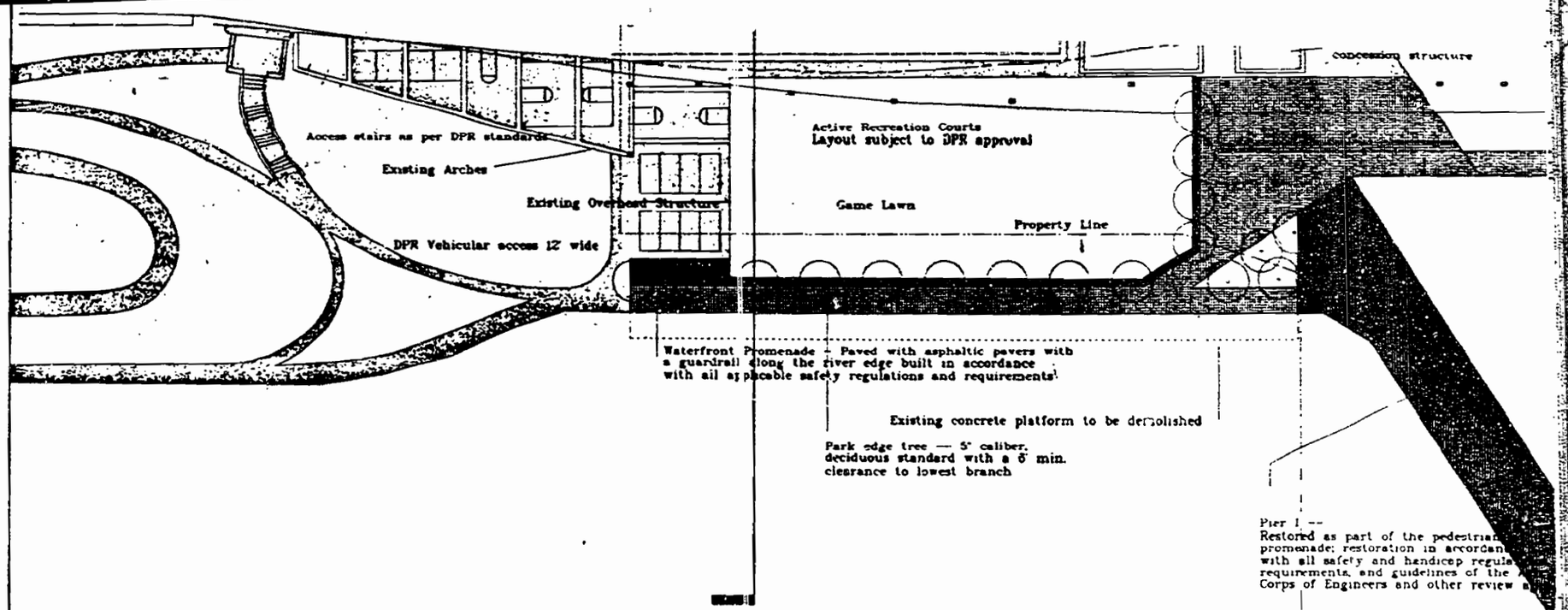
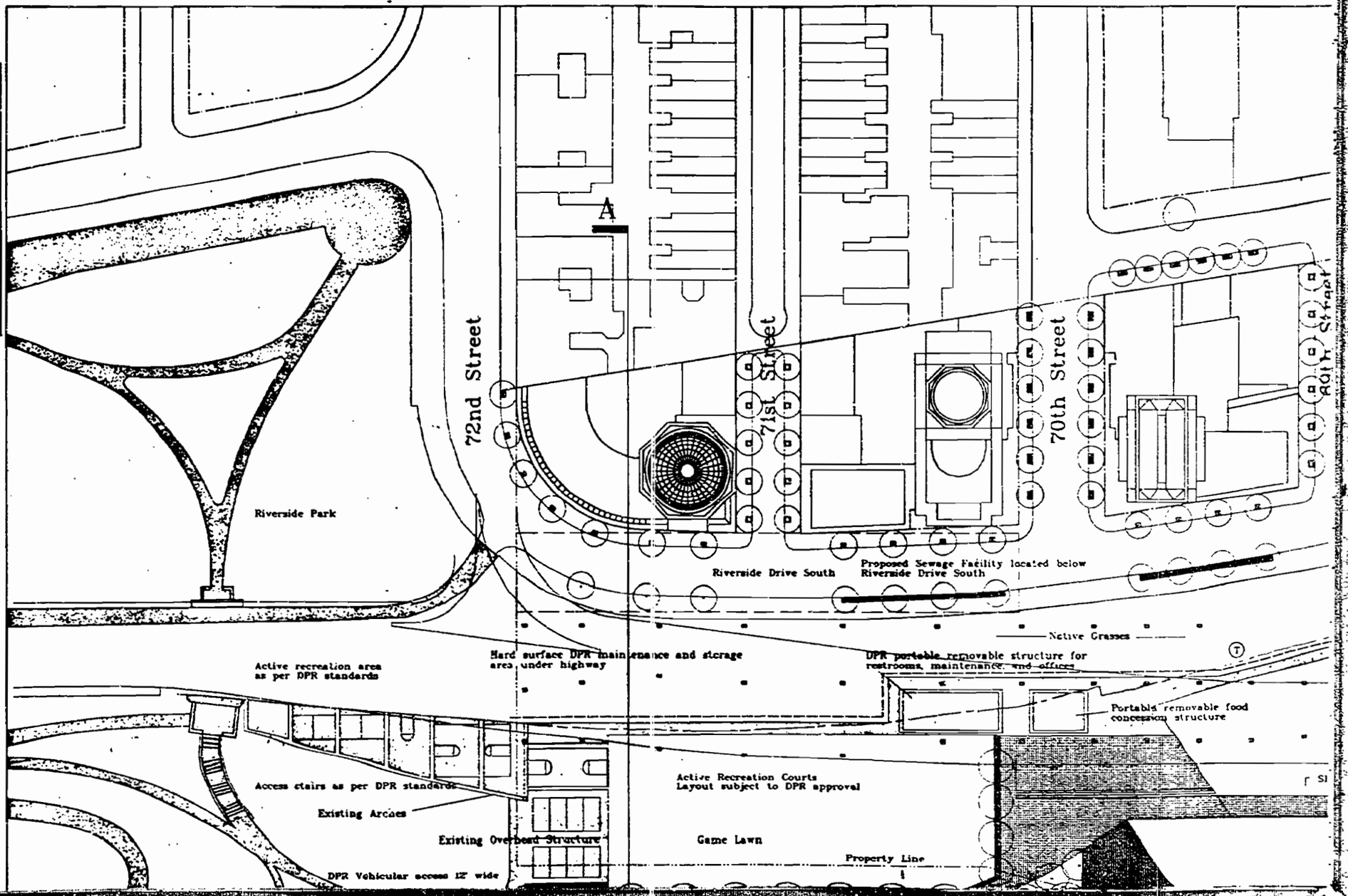


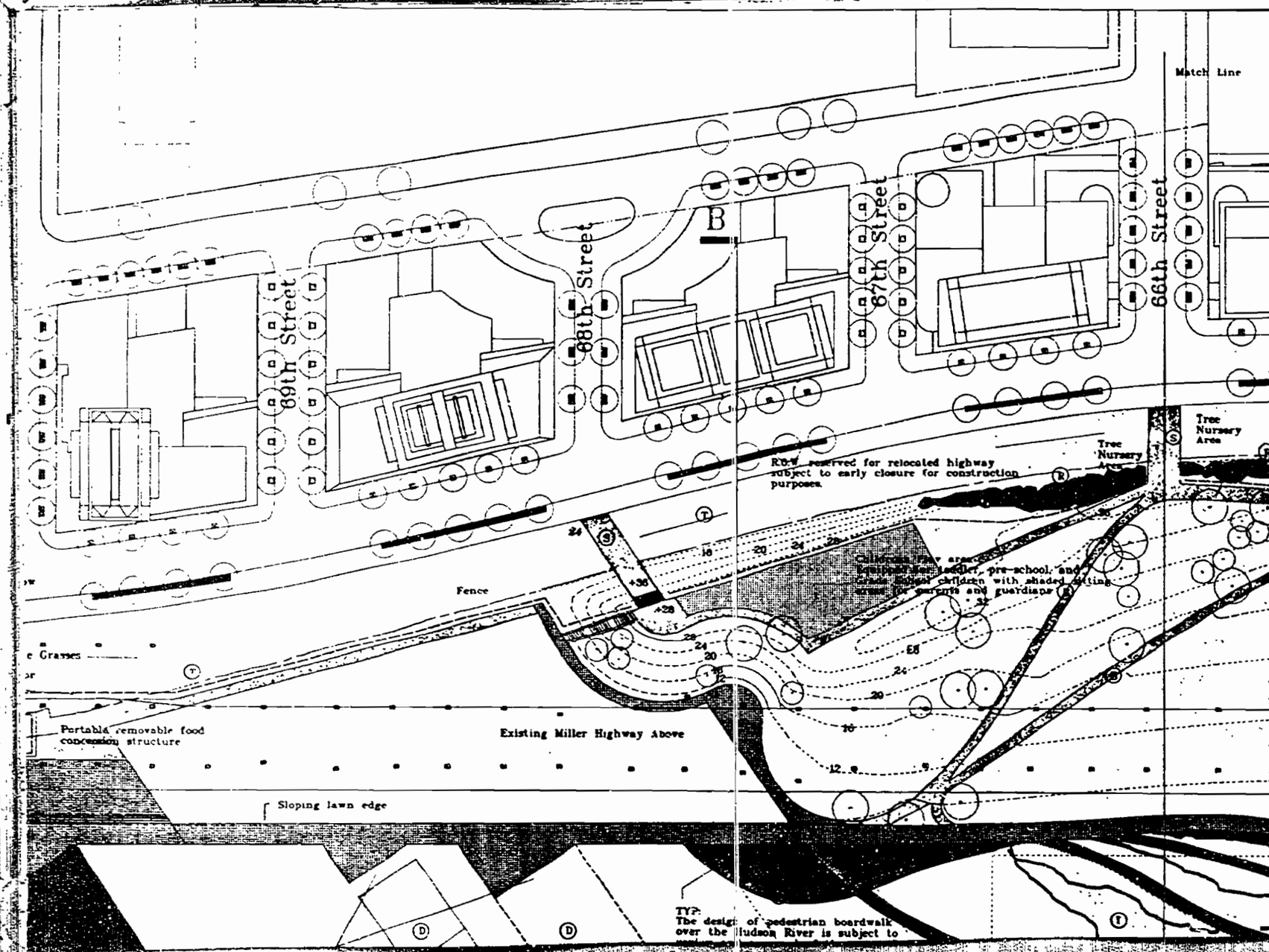
A

Legend of Park Elements

- (A) Pedestrian Entrance Bridge 40' wide with 10' Buffers on each side Part of the Arts Program - Subject to DOT for review and approval
- (B) Pedestrian Path with lighting, benches, safety guardrails, signage and Other furnishings as required and approved by the Parks Department
- (C) Bicycle Path connecting Riverside Park and Route 9A Esplanade
- (D) Existing Transfer Bridge and "H" Pier stabilized as a visual amenity with limited public access. Southern portion of "H" Pier removed.
- (E) Amphitheater - Size, layout, and orientation are diagrammatic
- (F) Terraced Park Overlooks, Promenades, and Concession
- (G) Earth Promontory and Hudson River Prospect
- (H) Open Frame Structure - Arts Program - Subject to DOT review and approval
- (I) Natural Landscape area - Repaired Relieving Platform, terraced with riprap, planted with native and naturalized grasses, under 30" tall based based upon recommendations of ecological studies
- (J) Boardwalk through natural landscape area - Part of Arts Program
- (K) Cove Area - Edge to be planted with native and naturalized plants, under 30" tall, based on recommendation of ecological studies
- (L) Terraced Community Garden
- (M) Children's Play Area - Design including enclosure fencing and all equipment to be in accordance with all requirements of the Parks Department and the American Disabilities Act
- (N) Entry Structures as part of Arts Porgram
- (O) Location of Future Pedestrian Connection to Route 9A Esplanade
- (P) Existing pier ruins of "D" Pier and "B" Pier to be removed
- (Q) Existing Pilings and remnants of "G" Pier, "F" Pier, and "E" Pier, saved in place with modification of piling heights as part of the Arts Program: Access points between the piers and land will be removed to prevent public access
- (R) Riprap as needed to stabilize slope
- (S) Pedestrian Entry Bridge - 20' wide
- (T) Seeded with natural field grasses and wild flowers native to the Hudson Valley
- (U) Model Boat Pond - with natural stone edge and stairs as per NYC DPR standards and applicable codes.

REEL 1934 PAGE 0302





Riverside South

RIVERSIDE SOUTH PLANNING CORPORATION

1330 Avenue of the Americas
New York, NY 10019

Richard A. Kahan, Chairman
Catharine Cary, Vice President

BOARD

Richard Anderson, Regional Plan Association
Kent Barwick, Municipal Art Society
Frances Beinecke, Natural Resources Defense Council
Linda Davidoff, Parks Council
Bruce H. Simon, Esq., Westpride
Donald J. Trump, The Trump Organization
Peter Wright, Riverside Park Fund

CONSULTANTS

Housing Futures Inc. Project Management
Daniel Gutman, Environmental
Steven Robinson, Architectural

Developer

THE TRUMP ORGANIZATION
725 Fifth Ave., New York, NY 10022

Landscape Architect

Thomas Balsley Associates
41 East 11th St., New York, NY 10003

Artists

Mel Chin
Joyce Kozloff
Mary Miss
Fred Wilson

Architects and Planners

SOM / Paul Willen

Skidmore, Owings & Merrill
Paul Willen/Daniel Bang & Associates

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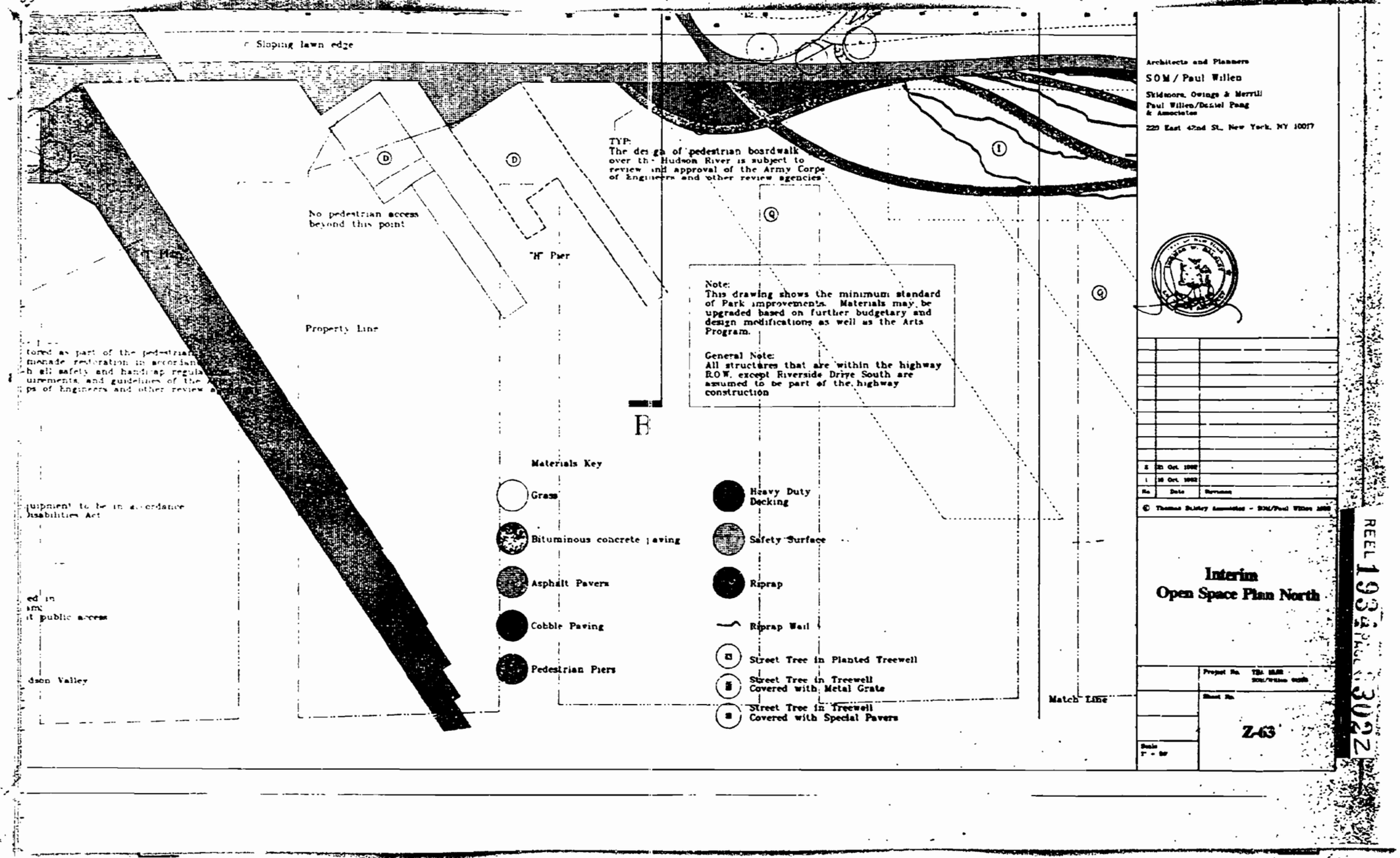
REEL 1934 FRAME 302


Sloping lawn edge
TYP:
The design of pedestrian boardwalk over the Hudson River is subject to review and approval of the Army Corps of Engineers and other review agencies
No pedestrian access beyond this point
"H" Pier
Property Line
Note:
This drawing shows the minimum standard of Park improvements. Materials may be upgraded based on further budgetary and design modifications as well as the Arts Program.
General Note:
All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction
B
Materials Key
Grass
Bituminous concrete paving
Asphalt Pavers
Cobble Paving
Pedestrian Piers
Heavy Duty Decking
Safety Surface
Riprap
Riprap Wall
Street Tree in Planted Treewell
Street Tree in Treewell Covered with Metal Grate
Street Tree in Treewell Covered with Special Pavers
Match Line
Architects and Planners
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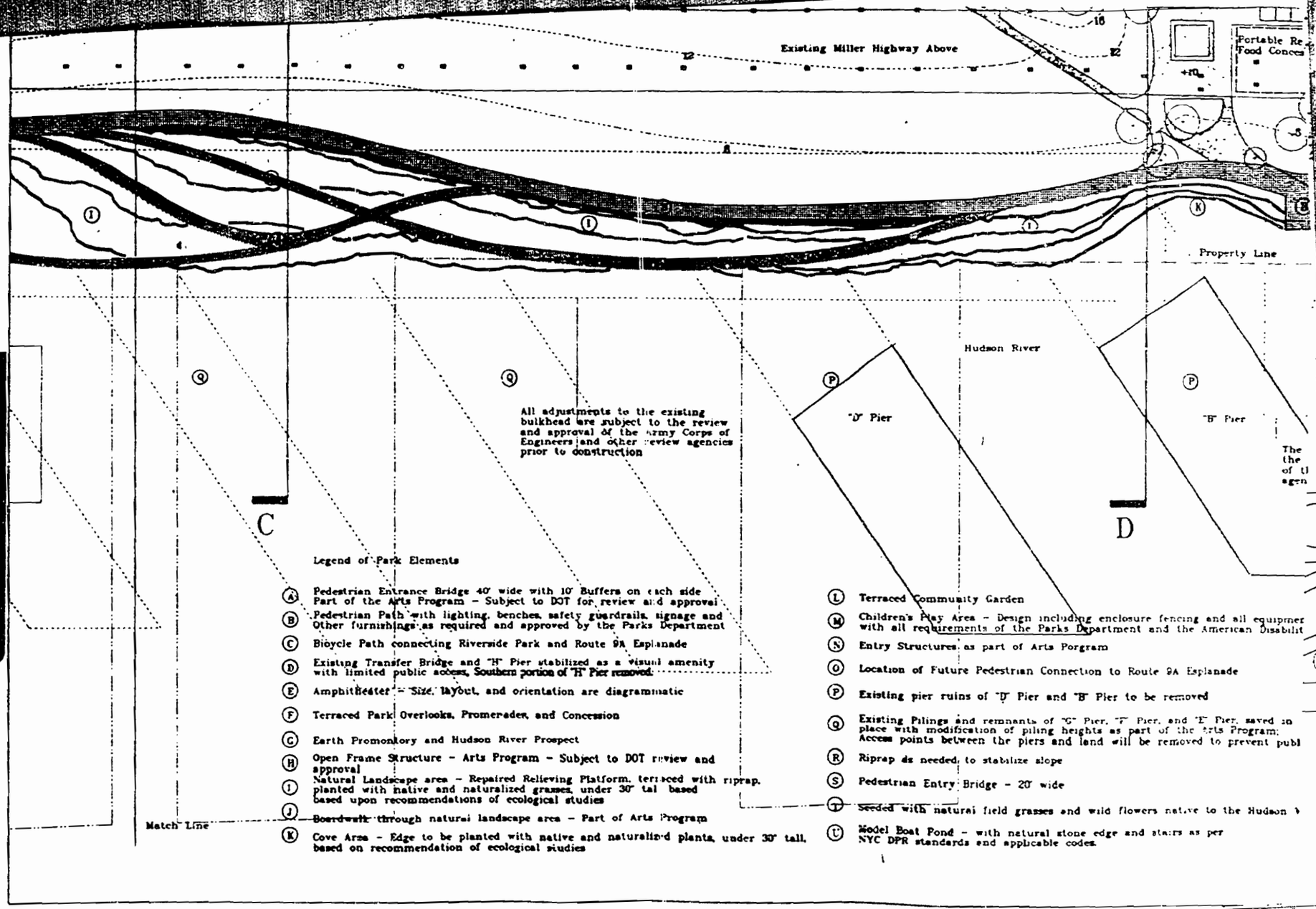
Skidmore, Owings & Merrill
Paul Willen/Daniel Peng & Associates
220 East 42nd St., New York, NY 10017
Interim
Open Space Plan North
Z-63

REEL 1934 Pict 0303



Legend of Park Elements

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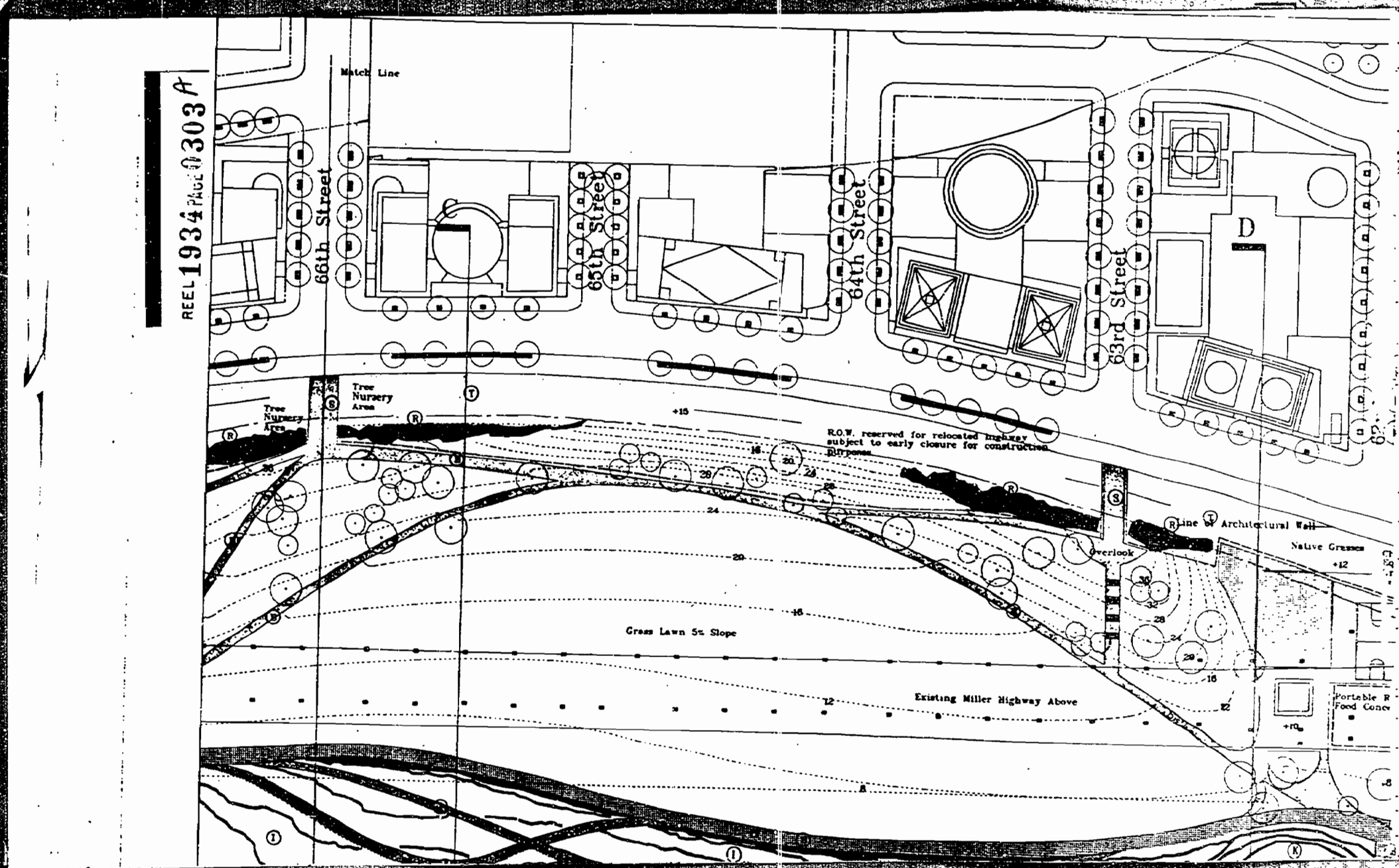
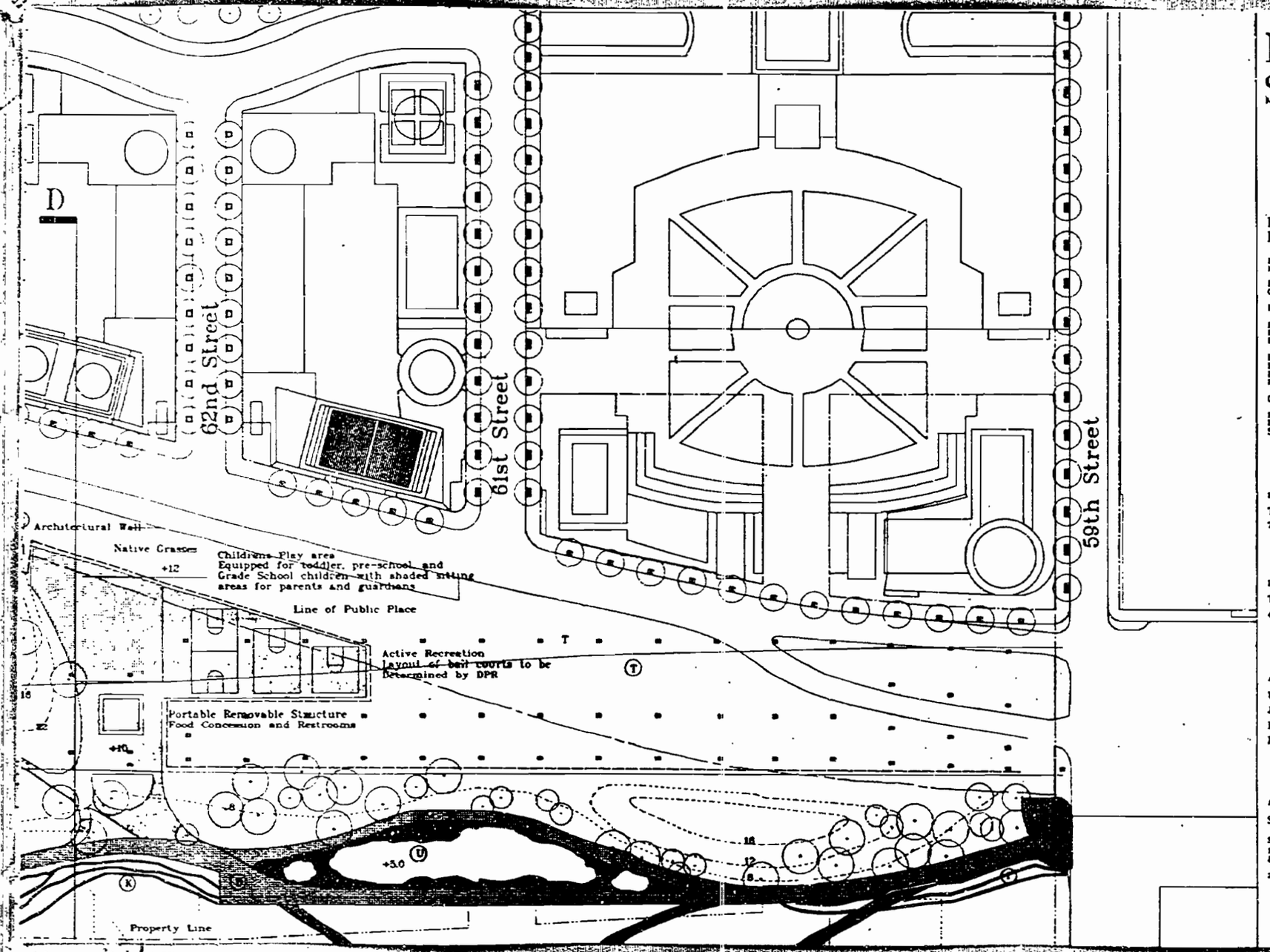

REEL 1934 PAGE 0303 A
Match Line
66th Street
65th Street
64th Street
63rd Street
D
Tree Nursery Area
Tree Nursery Area
R.O.W. reserved for relocated highway subject to early closure for construction purposes
Line of Architectural Wall
Native Grasses
Overlook
Grass Lawn 5% Slope
Existing Miller Highway Above
Portable R
Food Conce



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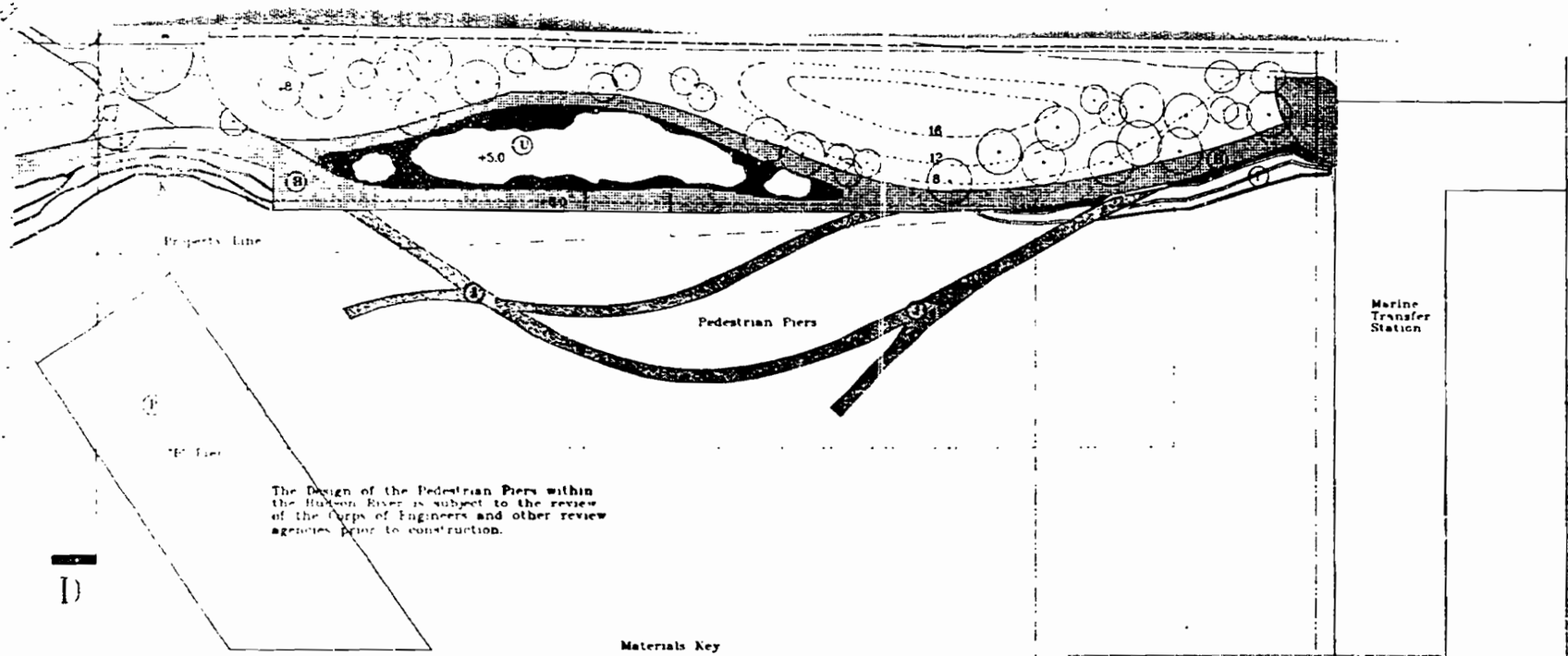
REEL 1934 #1303B



The Design of the Pedestrian Piers within the Hudson River is subject to the review of the Corps of Engineers and other review agencies prior to construction.

D

...ing enclosure fencing and all equipment to be in accordance ... Department and the American Disabilities Act

...rgram

...ction to Route 9A Esplanade

"B" Pier to be removed

... Pier "F" Pier and "F" Pier saved in ...eights as part of the Arts Program ... land will be removed to prevent public access

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Materials Key

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- Asphalt Pavers
- Cobble Paving
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- Heavy Duty Decking
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General Note:
All structures that are within the highway R.O.W. except Riverside Drive South are assumed to be part of the highway construction

Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Pang & Associates
220 East 42nd St., New York, NY 10017

No	Date	Revision
2	21 Oct. 1982	
1	16 Oct. 1982	

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Interim Open Space Plan South

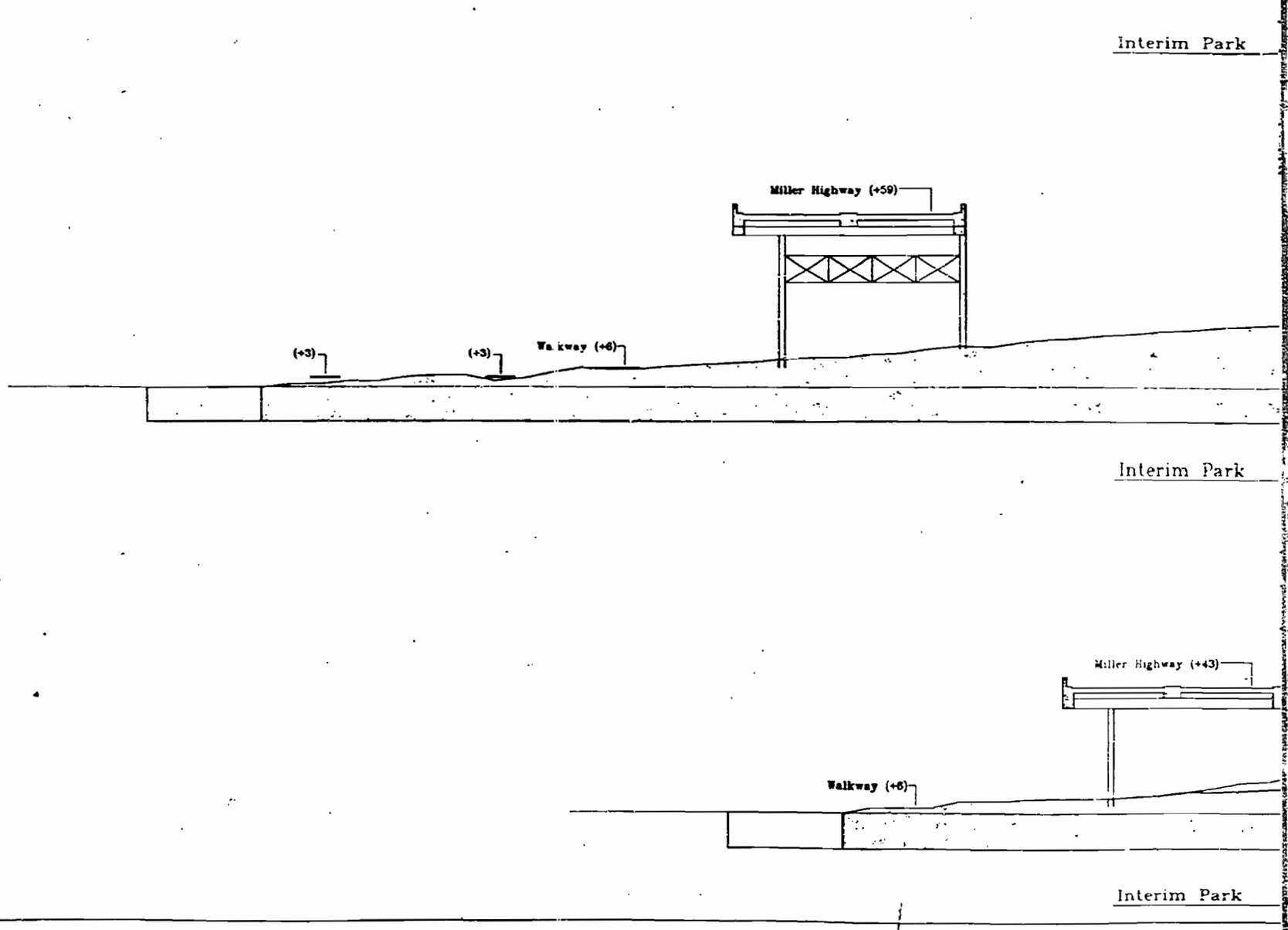
Project No. TSA 1132 SOM/Willen 9026

Sheet No. Z-64

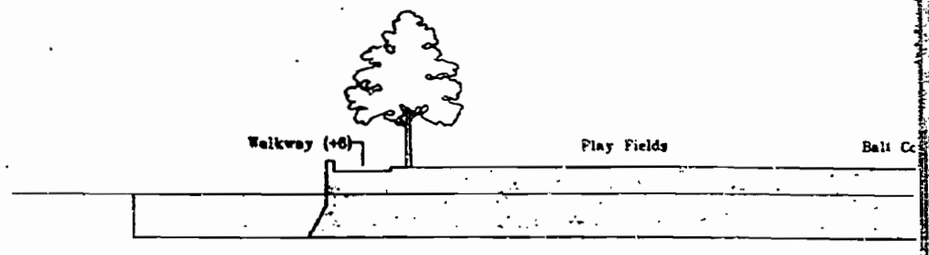
Scale 1" = 80'

REEL 1934 PAGE 303

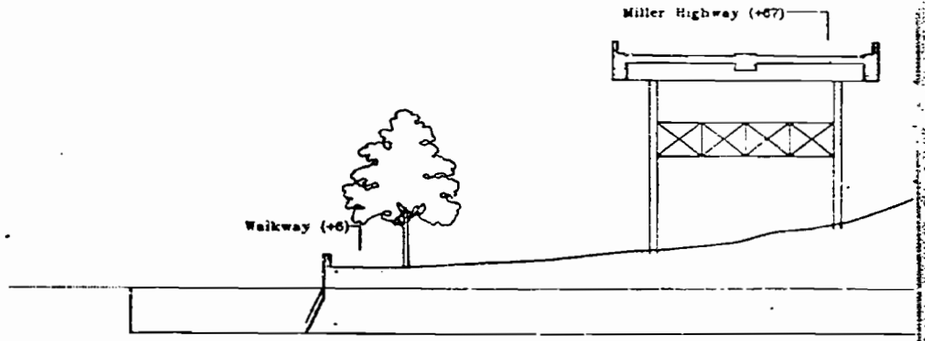
REEL 1934 PG 3030



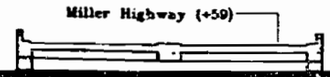
REEL 1934 PAGE 3032

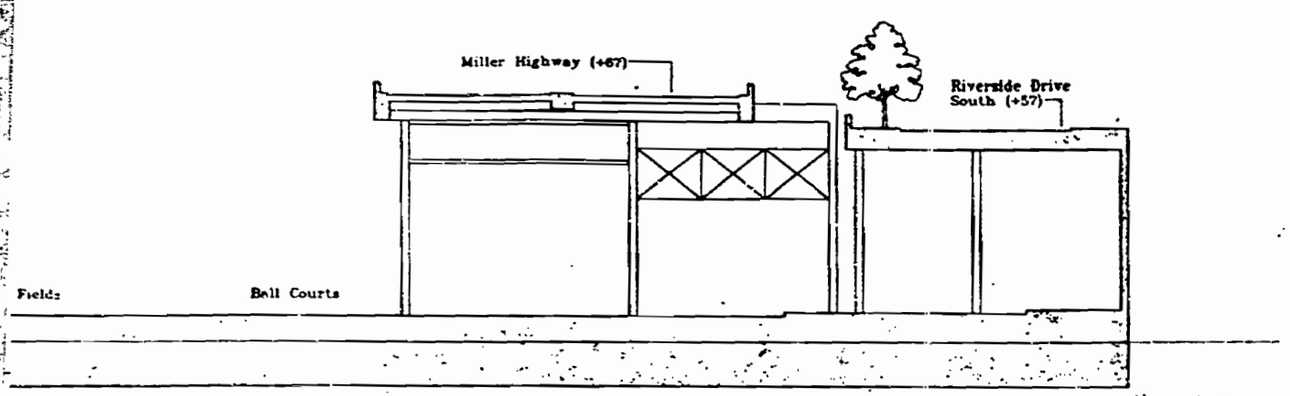


Interim Park

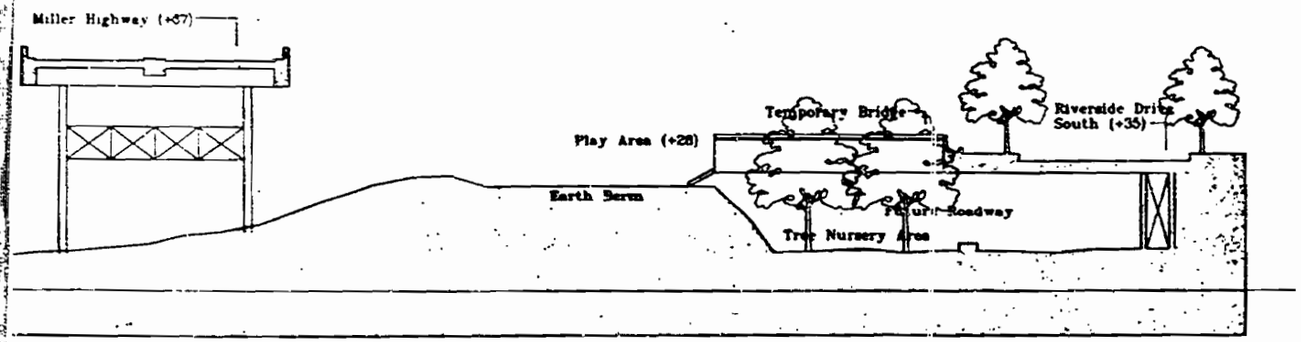


Interim Park





Interim Park Section A 71st - 72nd Street



Interim Park Section B 67th - 68th Streets

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New York, NY 10019

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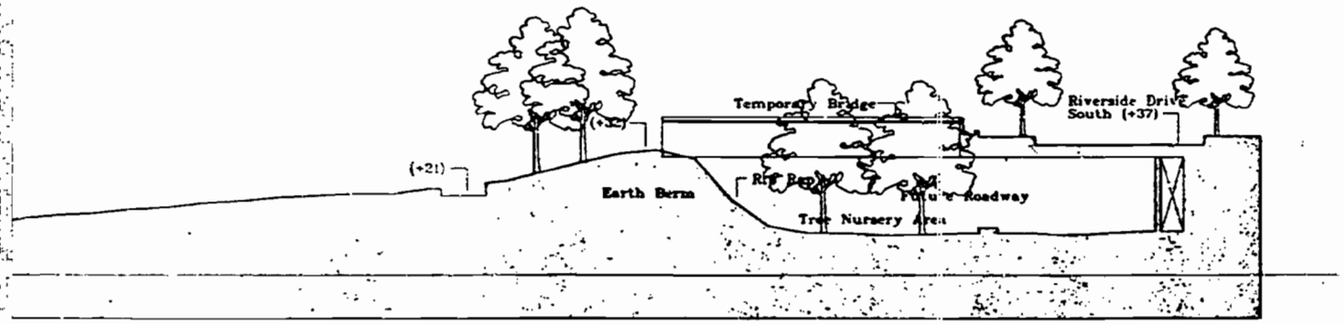
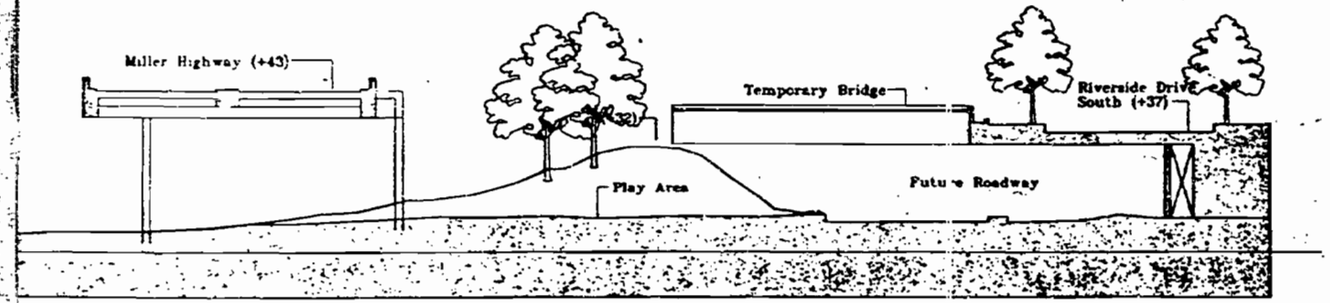
REEL 1934 FRAME 303 F

Interim Park Section B 67th - 68th Streets



Interim Park Section C 65th - 66th Streets



Interim Park Section D 62nd - 63rd Streets

Mary Miss
Fred Wilson

Architects and Planners
SOM / Paul Willen
Skidmore, Owings & Merrill
Paul Willen/Daniel Fang & Associates
220 East 42nd St., New York, NY 10017

No.	Date	Revision
2	[illegible]	
1	[illegible]	

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Interim Open Space Plan Sections

Project No. [illegible]

Sheet No. 2-65

1" = [illegible]

REEL 1934 PAGE 0303 G

EXHIBIT I

PENN YARDS ASSOCIATES
WITH THE CITY OF NEW YORK
ACTING BY AND THROUGH
THE NEW YORK CITY DEPARTMENT
OF PARKS & RECREATION

MAINTENANCE AND OPERATION AGREEMENT

Dated as of December 17, 1992

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PennYdsN&OAgmt/Ver#11

THIS AGREEMENT, made as of the 17th day of December, 1992, by and between PENN YARDS ASSOCIATES, a New York general partnership having an office c/o The Trump Organization at 725 Fifth Avenue, New York, New York 10022 (the "Developer"), and THE CITY OF NEW YORK (the "City"), acting by and through the New York City Department of Parks & Recreation, having an address at The Arsenal, Central Park, New York, New York 10021 (the "Parks Department").

W I T N E S S E T H:

WHEREAS, Developer is the fee owner of certain real property located in the Borough of Manhattan, City, County and State of New York, designated for real property tax purposes as Lot 1 of Block 1171 of the Tax Map of the City of New York, which real property is more particularly described in Exhibit A annexed hereto and made a part hereof (the "Subject Property") and

WHEREAS, the Developer has made the Applications (as defined in Section 1.01 hereof) for the purpose of implementing a program for development of the Subject Property consisting of (i) an approximately 21.49 acre park adjoining the Hudson River comprised of approximately 20.0 acres of the Subject Property and approximately 1.49 acres of City-owned land (the "Open Space" or the "Open Space Plan") and a smaller approximately 18,000 square foot park-like half oval shaped open space (the "Southern Open Space" or the "SOS") on the Subject Property; (ii) a general large-scale development (the "GLSD") on eight zoning lots of 17

development Parcels (defined in the Declaration), including (a) not more than 7,899,951 square feet of Floor Area (as defined in the Declaration), consisting of a maximum of 6,099,951 square feet of residential, 336,400 square feet of community facility, 163,400 square feet of Use Group 6B use (as defined in the Declaration) and 137,800 square feet of local retail floor area and no more than 5,700 dwelling units (as defined in **Section 12-10** of the Zoning Resolution on the date hereof), no more than 1,800,000 square feet of Floor Area for Use Group 10A studio use and Use Group 10C use; and (b) public parking garages containing no more than 3,500 public parking spaces (all of the foregoing being collectively referred to as the "Development"); and

WHEREAS, in connection with the approval of certain applications for a rezoning and special permits filed with the City Planning Commission (the "CPC") under Docket Nos. 920357ZMM, 920358ZSM and 930002ZCM, Developer has heretofore executed, delivered and recorded, or simultaneously herewith will execute, deliver and record a restrictive declaration regarding development of the Subject Property (the "Declaration"); and

WHEREAS, this Agreement is incorporated by reference into the Declaration and is an enforceable part thereof; and

WHEREAS, as a condition to the effectiveness of the change in the City Map pursuant to the application filed with CPC under Docket No. 920230MMM, the Developer will execute, deliver and

record an agreement ("Mapping Agreement") with the City regarding development of City streets and certain public access easements for the use of vehicles and pedestrians on the Subject Property and the conveyance to the City of real property interests therein; and

WHEREAS, pursuant to the terms of the Declaration, Developer has, among other obligations, agreed under certain circumstances to develop the Open Space Improvements (as defined in Section 1.20 hereof) and the SOS (the "Open Space Improvements and the Southern Open Space are referred to collectively herein as the "Public Open Spaces" or the "POS"), to convey the Open Space to the City in various segments and to convey a certain easement to the public and all members thereof for the use and enjoyment of the SOS in accordance with the Declaration; and

WHEREAS, pursuant to the terms of the Declaration, Developer has agreed to maintain the SOS and undertake various maintenance responsibilities with respect to the Open Space Improvements as set forth herein; and

WHEREAS, Developer and City wish to provide for their respective rights and obligations in regard to the maintenance of the POS.

NOW, THEREFORE, in consideration of the foregoing Developer and City agree as follows:

I. DEFINITIONS

The following words, when used in this Agreement, shall have the meanings set forth below. Any word which is defined in the Declaration shall have the meaning set forth therein; such definitions are repeated herein for convenience of reference only:

1.01. "Applications" shall refer collectively to the Special Permit Applications filed with the CPC under Docket Nos. 920358ZSM and 930002ZCM, the City Map Change Application filed with the CPC under Docket No. 920230MMM, and the Rezoning Application filed with the CPC under Docket No. 920357ZMM.

1.02. "Buildings Department" shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof.

1.03. "Chair" shall mean the Chair of the City Planning Commission of the City of New York or any successor to the jurisdiction thereof.

1.04. "City" shall mean the City of New York.

1.05. "Commissioner of Parks" or "Commissioner" shall mean the Commissioner of the New York City Department of Parks and Recreation, or any successor to the jurisdiction thereof.

1.06. "Comptroller" shall mean the Comptroller of the City of New York, or any successor to the jurisdiction thereof.

1.07. "CPC" shall mean the New York City Planning Commission, or any successor to the jurisdiction thereof.

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

1.09. "Declaration" shall mean the declaration executed by Developer and dated as of December 17, 1992.

1.10. "Department of Parks" or "Department" or "Parks Department" shall mean the New York City Department of Parks and Recreation or any successor to the jurisdiction thereof.

1.11. "Developer" shall have the same meaning as "Declarant" as defined in the Declaration and shall mean the named Developer, and its heirs, successors and assigns or any of the foregoing, except that Developer shall not be deemed to include (i) a mortgagee of all or any portion of the Subject Property until it succeeds to the interest or obligations of Declarant by purchase, assignment, foreclosure or otherwise, or (ii) a tenant of the GLSD or the Subject Property, unless such tenant holds a lease to all or substantially all of the GLSD or the Subject Property.

1.12. "Drawings" shall mean the drawings attached to the Declaration as Exhibit C and made a part thereof.

1.13. "Final Completion" or "Finally Complete" shall mean that any or all of the Open Space Improvements on any segment thereof as provided in the Declaration and/or the SOS have been completed to such an extent that the Commissioner of Parks certifies that any or all of the Open Space Improvements or any

segment thereof and/or the SOS have been finally completed and are open to the public and no further work is required by Developer pursuant to the Declaration and this Agreement in connection with the construction thereof. Notwithstanding the issuance of any such certification, Developer shall be liable as provided by law for any claims related to such construction and shall be responsible for any other responsibilities (including maintenance, repair and indemnity) set forth in this Agreement.

1.14. "General Large Scale Development" or "GLSD" shall mean the buildings and other components described in Article II of the Declaration.

1.15. "Law" or "Laws" shall mean, but not be limited to, the New York City Charter, the New York City Administrative Code, a local law of the City of New York, and any ordinance, rule or regulation having the force of law.

1.16. "Maintenance Contribution" shall mean the Maintenance Contribution as described in Sections 4.01 and 4.06 hereof.

1.17. "Maintenance Security" shall mean the Maintenance Security as described in Sections 4.01 and 4.07 hereof.

1.18. "Mortgagee" shall mean any mortgagee of the Subject Property listed in Exhibit B to the Declaration and any other mortgagee of all or substantially all of the Subject Property who has given written notice of its name and address to the CPC and the Department of Parks.

1.19. "Non-capital Replacements or Repairs" shall mean such replacements or repairs as would not be classified as capital assets under generally accepted accounting principles for municipalities and applicable local and State law (i.e., New York City Charter Section 210, et seq., Old New York Local Finance Law).

1.20. "Open Space" shall mean the approximately 21.49 acre park adjoining the Hudson River comprised of approximately 20.0 acres of the Subject Property and approximately 1.49 acres of City-owned land upon which the Developer proposes to construct the Open Space Improvements in accordance with the Declaration.

1.21. "Open Space Advisory Board" shall mean an advisory board composed of appropriate community, civic, business and public representatives, which public representatives shall constitute a majority of the Board and which shall include the Manhattan Borough President, Manhattan Community Boards Nos. 4 and 7, and the local City Council representative, and additional members who shall be appointed by the Commissioner and the Chair, which, in the event that the Developer does not delegate the maintenance and operation of the Open Space Improvements and the SOS to the Park Maintenance Entity, shall advise the Developer and the Department of Parks with respect to policy matters concerning the POS such as, for example, programming, security,

types of activities and special events, and the nature of concessions.

1.22. "Open Space Improvements" shall mean collectively, the Temporary Open Space, Interim Open Space and Open Space Plan, as defined in the Declaration and to be constructed in the Open Space pursuant to the procedures described in Article IV of the Declaration.

1.23. "Park Construction Entity" shall mean a not-for-profit corporation that Developer, in its sole election, may cause to be organized in order to construct the Open Space Improvements and the SOS as provided for in Article IV of the Declaration.

1.24. "Park Maintenance Entity" shall mean a not-for-profit corporation, the Board of Directors of which shall include appropriate civic, community, business and public members as well as the Developer or its representatives, that Developer, in its sole election, may cause to be organized in order to delegate to such entity Developer's responsibilities to maintain and operate the Open Space Improvements and the SOS as provided in this Agreement. The public members shall include the Manhattan Borough President, the local City Council representative and Manhattan Community Boards Nos. 4 and 7. The structure of the Board of Directors and any agreement between the Developer and the Park Maintenance Entity providing for such delegation and

termination thereafter shall be subject to the review and approval of the Commissioner.

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

1.26. "Public Open Spaces" or "POS" shall mean the Open Space and the SOS, collectively.

1.27. "Rezoning Application" shall mean the application for a change in the zoning map affecting the Subject Property filed with CPC under Docket No. 920357ZMM.

1.28. "R.S.P.C.A." shall mean the Riverside South Property Owners Association or comparable entity formed with respect to the Subject Property and established to, among other things, own, operate and maintain the SOS and to operate and maintain the Open Space Improvements as provided for in this Agreement.

1.29. "Southern Open Space" or "SOS" shall mean the half oval shaped approximately 18,000 square foot park-like open space on the east side of Freedom Place South between West Sixty-third Street on West Sixty-first Street, proposed to be constructed substantially in accordance with Drawing Z-59.

1.30. "Special Permit Applications" shall mean the application for Special Permits and a Certification for the Development filed with the CPC under Docket Nos. 920358ZSM and 930002ZCM.

1.31. "Special Permits" shall mean the special permits and certification referred to in the recitals to the Declaration, as the same may be amended or modified from time to time in accordance with the provisions of the Declaration.

1.32. "Substantial Completion" or "Substantially Complete" shall mean that any or all of the Open Space Improvements or any segment thereof and/or the SOS have been completed substantially in accordance with the Declaration to such an extent that the Commissioner of Parks certifies that any such portion of the POS may be opened for public use.

1.33. "Uncontrollable Circumstances" shall include but not be limited to any strike, lockout or labor dispute; inability to obtain labor or materials or reasonable substitutes therefor; acts of God; governmental restrictions, regulations or controls; unreasonable delays by the City, State or United States government, or any agency or instrumentality thereof, in the performance of any work or processing or approval of any applications or agreements required in order to permit Developer to carry out its obligations pursuant to this Agreement; enemy or hostile government action; civil commotion, insurrection, revolution or sabotage; fire or other casualty; a taking of the whole or any relevant portion of the Subject Property by condemnation or eminent domain; inclement weather making construction on any relevant portion of the Subject Property impractical; soil

conditions making construction on any relevant portion of the Subject Property impractical; denial to Developer, R.S.P.O.A. or the Park Maintenance Entity by any party of a right of access to any adjoining real property which right is vested in Developer, R.S.P.O.A. or the Park Maintenance Entity, as the case may be, by contract or pursuant to applicable law, if such access is required to accomplish the obligations of Developer, R.S.P.O.A. or the Park Maintenance Entity pursuant to this Agreement; failure of a public utility to provide, power, heat or light; unusual delays in transportation; the pendency of a litigation or similar proceedings relating to the Applications or to the underlying sections of the Zoning Resolution; or other conditions similar to the foregoing which are beyond Developer's, R.S.P.O.A.'s or the Park Maintenance Entity's control. No event shall constitute an Uncontrollable Circumstances unless Developer or any successor to Developer, R.S.P.O.A., the Park Maintenance Entity, the holder of a Mortgage or other applicable party complies with the procedures set forth in Section 2.03(g) hereof. A certification of Uncontrollable Circumstances may be sought with respect to any matter arising under any provision of this Agreement.

1.34. "Zoning Resolution" shall mean the Zoning Resolution of The City of New York.

II. DEVELOPMENT OF PUBLIC OPEN SPACES

2.01. Construction of the POS; Modifications to Drawings.

a. If the Subject Property is developed in accordance with the Special Permits following the Special Permit Election (as defined in the Declaration), Developer covenants to construct or, in its sole election, provide the Park Construction Entity with an amount of funds for the construction of the Open Space Improvements and the SOS in accordance with the terms of the Declaration and substantially as shown on the Drawings. Developer further covenants to construct the Open Space Improvements in accordance with the Park Phasing Plans (as defined in the Declaration) annexed to the Declaration as Exhibit D. Upon Substantial Completion, in accordance with Section 2.03 hereof, of any segment of the Open Space Improvements or the SOS, Developer shall convey to the City such real property interest in such portion of the Open Space Improvements as provided for in Sections 4.06 and 4.07 of the Declaration and the SOS as provided for in Section 5.01 of the Declaration. Upon certification by the Commissioner of Final Completion of the Open Space Improvements, Developer shall provide Commissioner with one complete set of final, approved "as-built" plans in "camera-photo wash off mylar" or other medium acceptable to Commissioner.

b. Developer or the Park Construction Entity, as the case may be, shall not make any substantial or material modifi-

cation to the Construction Documents or the Park Construction Budget, (both as defined in the Declaration) unless such modification has received the written approval of the Commissioner of Parks. The Commissioner shall consult with the applicable Community Board(s), the Manhattan Borough President and the local City Council representative prior to issuing written approval of any substantial or material modification. However, if the modification to the Drawings for the Public Open Spaces or any of the above-enumerated items affects the (i) Park Drawings, (ii) Park Phasing Plans, (iii) Open Space Phasing Schedule, or (iv) Park Phasing Description (all as defined in the Declaration), such modification shall be subject to approval by the Chair of the CPC and the Commissioner of Parks upon a finding that such modification will not have a significant negative effect on the public access, visual character or function of the Public Open Spaces.

c. The species and size of trees, as described on any landscape drawings must be approved by the Department. Prior to commencement of any phase of the Public Open Spaces which includes the planting of trees, Developer or Parks Construction Entity, if any, shall secure all required City permits, including a tree planting permit from the Parks Department Forestry Division. Developer or Parks Construction Entity or Park Maintenance entity shall not prune, cut, remove or replace any

tree on the POS, whether existing or planted pursuant to this provision, without obtaining all required City permits, including a permit for such work the from Parks Department Forestry Division.

2.02. Alternative Development. If the Subject Property is not developed pursuant to the Special Permits following the Special Permit Election, and Developer develops the Subject Property as provided in Section 2.01(b) of the Declaration and subject to the provisions thereof, this Agreement shall be null and void and be of no force and effect. Notwithstanding the foregoing, the provision shall not apply with respect to the construction and maintenance of the Temporary Open Space.

2.03. a. Right of Inspection; Substantial Completion; Final Completion; Force Majeure. During the course of construction of each of the Open Space Improvements and the SOS, the Parks Department shall have a right of inspection solely to determine whether the Open Space Improvements and the SOS are being constructed in accordance with the Drawings and Construction Documents approved by the Commission.

b. Upon Substantial Completion of construction of any segment of the Open Space Improvements or the SOS, Developer or the Park Construction Entity shall notify the Parks Department that such portion of the POS is Substantially Complete. The Parks Department shall within thirty (30) business days of its

receipt of such written notice, (i) issue a certification of Substantial Completion or (ii) notify Developer and the Park Construction Entity, if any, of any work which according to the Drawings must be completed before the Parks Department will issue a certification of Substantial Completion. The Department shall not issue such certification unless the Developer has certified that it has made payment for the Maintenance Contribution and Maintenance Security as required by the terms of this Agreement. If the Parks Department notifies Developer and the Park Construction Entity, if any, that work remains to be completed in accordance with the Drawings before the Parks Department may certify that the work is Substantially Complete, such notice shall contain a detailed statement of the reasons for such non-acceptance in the form of a so-called "punch list" of items remaining to be completed or unsatisfactorily performed (the "Punch List"). Each Punch List provided pursuant to this Article 2.03 shall be signed by a Deputy Commissioner or the Commissioner of the Parks Department. Developer or the Park Construction Entity, as the case may be, shall promptly perform the work specified in the Punch List. Work called for in bid documents can be included in subsequent Notices of Deficiency at the discretion of the Commissioner. Upon completion of such work, Developer on the Park Construction Entity shall notify the Parks Department that it has done so, and within 30 days of receipt of

such notice, the Parks Department shall either issue a certification of Substantial Completion or notify Developer and the Park Construction Entity, if any, of any work that remains to be completed, setting forth a Punch List.

If the Parks Department notifies Developer that any work remains to be completed, Developer or the Park Construction Entity shall promptly perform such work. Upon completion of such work, Developer or the Park Construction Entity shall notify the Parks Department that it has done so and the Parks Department shall either issue a certification of Substantial Completion or set forth the reasons for non-acceptance in a Punch List, provided however that after the second notice of non-acceptance, no reasons for non-acceptance may be added to subsequent notices of non-acceptance except for latent defects, defects which would not be readily apparent to the naked eye, the failure of Developer or the Park Construction Entity to cure a deficiency noted in the prior notices of non-acceptance or a defect caused by Developer's or the Park Construction Entity's attempt to cure a deficiency noted in the prior notices of non-acceptance. Developer or the Park Construction Entity, as the case may be, shall complete the work identified in each successive notice until the Parks Department has certified that any such segment of the Open Space Improvements or the SOS is Substantially Complete.

c. Notwithstanding anything to the contrary contained in any other provision of this Agreement, any segment of the Open Space Improvements or the SOS shall be certified by the Parks Department, in the exercise of its reasonable judgment, to be Substantially Completed for the purposes of this Agreement, notwithstanding that (a) insubstantial details of construction, decoration or mechanical adjustment remain to be performed or (b) landscaping, planting of vegetation or other tasks which must occur seasonally has not been completed (which planting Developer or the Park Construction Entity, as the case may be, agrees to complete within the next available and appropriate planting season) or (c) the Parks Commissioner has certified that satisfactory assurances have been made that future work will be performed.

d. Upon issuance of a certification of Substantial Completion for any segment of the Open Space Improvements or the SOS, following the conveyance to the City of such real property interest in such portion of the Open Space Improvements and the SOS as provided for in Sections 4.06 and 4.07 of the Declaration, such portion of the POS shall be open to the public as provided in this Agreement, and Developer shall be obligated to maintain such portion of the POS in accordance with the terms of this Agreement or, in its sole election, provide the Park Maintenance Entity with an amount of funds each year, as provided for herein,

for the maintenance of such portion of the POS in accordance with the terms of this Agreement and the Park Maintenance Entity shall be obligated to maintain such portion of the POS in accordance with this Agreement.

e. Upon Final Completion of construction of any segment of the Open Space Improvements or the SOS, Developer or the Park Construction Entity shall notify the Parks Department that such portion of the POS is Finally Complete, and the parties shall proceed in accordance with the procedure set forth in subsection (b) above, except that the term "Final Completion" shall be substituted in all cases for "Substantial Completion."

f. Upon issuance of a certification of Final Completion with respect to any portion of the POS, Developer shall have no further liability or obligations under this Agreement or the Declaration with respect to the construction of such portion of the POS, except that Developer shall be liable as may be provided by law or this Agreement for any claims related to such construction.

g. In the event that Developer reasonably believes that full performance of its obligations to develop the Open Space Improvements or the SOS has been delayed as a result of Uncontrollable Circumstances, Developer shall so notify the Parks Department as soon as Developer learns of such circumstances. Developer's written notice shall include a description of the

condition or event, its cause (if known to Developer), its probable duration, and in Developer's reasonable judgment, the impact it is reasonably anticipated to have on the completion of the work. In the exercise of his reasonable judgment, the Parks Commissioner shall, within twenty (20) business days of its receipt of Developer's written notice, (i) certify in writing that Uncontrollable Circumstances have occurred, including a determination of the expected duration of such delay (the "Delay Notice") or (ii) notify Developer that it does not reasonably believe Uncontrollable Circumstances have occurred. If the Commissioner finds that Uncontrollable Circumstances have occurred, the Commissioner may place such conditions upon a finding of Uncontrollable Circumstances as may be reasonably necessary to ensure timely completion of any requirement or work suspended or waived by such certification.

h. Developer shall provide the services of a resident engineer, approved by the Commissioner, who shall report regularly to the Commissioner about the satisfactory performance of construction of the POS.

III. MANAGEMENT

3.01. a. Subject to Section 3.01.d. hereof, Developer shall provide or, in Developer's sole election, cause to be provided by a Park Maintenance Entity, at Developer's expense, all services required for the maintenance and repairs and a

contribution towards operation including programming for the Open Space Improvements and the SOS in accordance with the provisions of this Agreement. Such services shall include with respect to the SOS, keeping and maintaining the SOS in good condition and making replacements and repairs, as needed, and with respect to the Open Space Improvements, performing maintenance and making Non-capital Replacements or Repairs, as needed, and contributing toward on-site program services, including music, public art and recreation programs, all in accordance with the provisions of this Agreement. The contribution toward on-site programming shall be no less than fifteen per cent (15%) of the overall budget for maintenance and operation of the Open Space Improvements.

b. Developer and the Park Maintenance Entity, if any, shall provide to the Commissioner of Parks on an annual basis (i) a statement setting forth the costs and expenses of maintenance and operation of, and describing the maintenance work performed in respect of, the Open Space Improvements and the SOS during the immediately preceding calendar year (or if Developer utilizes a fiscal year which does not correspond to a calendar year, the immediately preceding fiscal year) and (ii) proposed half-yearly budgets for the current calendar or fiscal year, as the case may be (the "Budget"). The Commissioner and Developer and the Park Maintenance Entity, if any, shall develop a schedule for

submission of cost statements and budgets as described herein. If Developer and the Park Maintenance Entity cannot agree on a Budget, each may submit to the Commissioner of Parks an alternative budget (the "Alternative Budgets").

c. Within thirty (30) business days of receipt by the Commissioner of Parks of the Budget or Alternative Budgets, the Commissioner of Parks shall approve or disapprove said Budget or select and approve one of the Alternatives Budgets which shall become the Budget, using reasonable judgment. If the Commissioner disapproves such Budget, or rejects the Alternative Budgets, the Commissioner shall state the reasons and a Budget shall thereafter be determined by mutual agreement within thirty (30) business days of such disapproval.

d. Notwithstanding anything to the contrary contained in any other provision of this Agreement, neither Developer nor the Park Maintenance Entity, if any, shall be responsible for providing or paying for utilities, the in-kind services specified in **Section 3.01(c)**, the staffing specified in **Section 5.04(b)** for a full-time Park Director and two full-time PEP officers in accordance with **Sections 3.01(e) and 5.04(b)** hereof, provided that any additional security services required shall be the responsibility of the Developer to fund, or capital replacements and reconstruction with respect to the Open Space Improvements. Nor shall Developer or the Park Maintenance Entity, if any, be

responsible for any programming expenses or maintenance and repairs or replacements (capital or non-capital) which are required to program or keep the POS in good condition and good repair which are made necessary by the use of the POS for Special Events (as herein defined) organized and held or permitted by the Parks Department which (1) have an expected attendance of more than one thousand (1000) persons, or (2) have an expected attendance of between five hundred (500) and nine hundred and ninety-nine (999) persons in excess of twenty-five (25) Special Events with such attendance per year, or (3) any Special Event with any level of expected attendance held by the Parks Department or sponsored by the City or its agencies, in which case a permit may not be issued to a third party organizer or sponsor (collectively, "Non-Developer Special Events"), provided that Developer shall have the right to verify the actual attendance at Special Events and that the actual attendance shall control for the purpose of determining responsibility for programming, maintenance, repairs, replacements and liability for claims under this Agreement.

e. The City shall provide the following in-kind services for the Open Space Improvements:

(i) Security services, with a staff of Parks Department Park Enforcement Patrol ("PEP") officers in equivalent number to those provided at comparable City

parks, but in no event less that two (2) PEP officers, as provided in Section 5.04 hereof. The Developer or the Park Maintenance Entity, if any, shall contract with the Parks Department for additional security services needed for the Open Space and the SOS at the sole cost and expense of the Developer or Park Maintenance Entity.

(ii) Sanitation services with "curbside" pickup to be provided by the City, in such manner as the Developer or the Park Maintenance Entity, if any, as the Parks Department may agree if (xx) the Parks Department is retained to perform pick-up and removal of litter and trash, or (yy) in the event that City sanitation services with curbside pickup becomes available at other City parks; in the alternative, the Parks Department will use its best efforts to obtain such permits, approvals, waivers or other authorizations required to allow the Developer to dispose of waste generated on the Open Space Improvements at the rate charged to the City;

(iii) Utility services.

(iv) Uniform Services shall be provided for the POS without charge to the Developer. The Parks Department shall use its best efforts to secure (a) Police Department (20th Precinct) jurisdiction over the POS, (b) Fire Department Services; and (c) Emergency Medical Services.

f. Any revenues received from the operation of Concessions in the Open Space Improvements shall be dedicated to the maintenance and repair of the Open Space Improvements; such revenues shall be used to reduce the Developer's maintenance costs and the Maintenance Security or Maintenance Contribution, as the case may be, shall be reduced accordingly.

g. Upon application by the Developer or the Park Maintenance Entity or by action of the Commissioner without any such application, the Developer's obligations to fund and provide maintenance, repairs and programming for the Open Space Improvements shall be reduced or restructured by the Commissioner if funds are made available from other property owners, City agencies or other sources for such purposes such as by enactment of a neighborhood improvement district, the approval of a discretionary action or otherwise, provided that at least fifty percent (50%) of such funds shall be used to reduce Developer's obligations for maintenance, repair and programming of the Open Space Improvements and the balance may be used for the enhancement of the level of maintenance, repairs and programming, or for capital repairs and replacement in the Open Space Improvements.

h. The Open Space Improvements shall be eligible for capital funding from the City Budget subject to the requirements

of the New York City Charter and other applicable provisions of law.

i. If the Developer does not delegate maintenance of the Open Space Improvements and the SOS to the Park Maintenance Entity, the Commissioner shall cause to be created the Open Space Advisory Board which shall meet regularly and which the Department of parks and the Developer shall consult with respect to policy matters concerning the POS such as, for example, programming, security, types of activities and special events, and the nature of concessions.

IV. MAINTENANCE AND REPAIR

4.01. In General. Subject to Section 3.01.d. hereof, Developer or, in Developer's sole election, the Park Maintenance Entity shall maintain and repair the Open Space Improvements and the SOS in accordance with the standards set forth in this Article IV. All such maintenance shall be performed in a good and worker-like manner. If Developer does not delegate the maintenance and repair of the Open Space Improvements and the SOS to the Park Maintenance Entity, Developer shall deposit with the Parks Department clean, irrevocable letters of credit securing Developer's obligations to maintain the Open Space Improvements and the SOS as set forth in Section 4.06 hereof. If, in its sole election, Developer delegates the maintenance and repair to the Park Maintenance Entity, Developer shall deposit on or before

January 1st and again on or before July 1st of each year an amount equal to the semi-annual Budget, as herein determined (the "Maintenance Contribution") into an escrow account (the "Entity Maintenance Account") as set forth in Section 4.07 hereof.

4.02. Cleaning

a. Dirt, litter and obstructions shall be removed a minimum of once per day, 7 days per week. High usage may increase frequency. Receptacles should be plentiful enough to hold all trash generated between servicing without normally overflowing. The Public Open Spaces should be cleaned so as to maintain it in clean, neat and good condition.

b. All terraces, walkways, sidewalk fountains, if any, artworks, if any, sculptures, if any, lighting and all other improvements and facilities installed shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

c. Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface.

d. Clearing of drains, sewers and catch basins shall be done regularly to prevent clogging.

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

4.03. Snow Removal

Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces within a reasonable period of time after each snowfall or accumulation of ice.

4.04. Landscape Maintenance

In addition to the obligations set forth in Section 4.02 hereof, the maintenance program for the grounds of the SOS and the Open Space Improvements shall consist of a "Spring Start-up Period" program, a "Season Closing Period" program, and a continuing maintenance program through the "Growing Season."

a. 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 completed annually during the Spring Start-up Period:

(i) Remove any winter protectives from trees, shrubs and other planting materials.

(ii) Remove all landscaping debris including leaves and dead branches.

(iii) Institute initial cultivation of trees. This shall include removal of weeds, cultivation of the soil and restoration of mulching material.

(iv) Prune and trim to maintain natural form of those trees that have overextended, dead or otherwise unsightly branches.

(v) Remove or destroy any weeds from paving blocks, pavement, cobbled and concrete areas.

(vi) Repair washouts and raise depressions in grassed areas. This shall include filling of washouts with an approved topsoil and seeding of areas as required.

(vii) Apply commercially available nitrogen rich fertilizer to trees, shrubs, planting materials and other lawn areas as appropriate.

(viii) Remove any sand deposited as a result of winter sandings.

(ix) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with healthy specimens of substantially equal type and reasonable size.

(x) Reseed grassed areas as needed.

(xi) Turn on any water fountains and water systems (both irrigation and drinking water).

b. Season Closing Period: The Season Closing Period shall begin on October 1st and shall terminate not later than November 1st of each calendar year. Developer shall undertake and complete the following work annually during the Season Closing Period:

(i) Rake and collect leaves from site and remove landscaping debris including leaves and dead branches.

(ii) Stake and guy trees where necessary to protect trees from abnormal wind conditions.

(iii) Restore and replace as necessary mulching material in tree planting areas.

(iv) Prune and trim to maintain natural form of those trees that have overextended, dead or otherwise unsightly branches.

(v) Wrap trees, shrubs and other plant material as necessary to ensure adequate winter protection.

(vi) Apply commercially available nitrogen rich fertilizer to all lawn areas.

(vii) Shut off any water fountains and water systems (both irrigation and drinking water).

(viii) Reseed grassed areas as needed.

c. Growing Season: The Growing Season shall commence with the commencement 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:

(i) Inspect trees on a regular basis and spray when necessary.

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

(iii) 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.

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

(v) Maintain reasonably trash free a minimum of two inches of mulch at all times in all openings defined by paving block areas around tree trunks.

(vi) Prune trees as needed. Frequency is determined primarily by species and variety of trees and shrubs. The desired design and length of growing season are deciding factors.

4.05. Repairs and Replacement

Non-capital Replacements and Repairs of park facilities within the Open Space Improvements, and replacements and repairs of park facilities within the SOS, including, without limitation, park furnishings and equipment, shall occur as needed to maintain such facilities in good order and working condition. Due

diligence shall be exercised in commencing the repair or replacement of same as promptly as possible and subject to notice requirements of Section 5.02 hereof and completing the same within a reasonably expeditious time after commencement. Repairs shall include, but not be limited to, the following:

a. Benches, Bleachers or Other Seating: All maintenance, including replacement of any broken or missing slats and painting, shall be undertaken as necessary.

b. Walls, Barriers and/or Fencing: Any broken or materially cracked walls, barriers and/or fencing shall be repaired or removed and replaced. To the extent feasible, replacement materials and designs shall match the materials and designs of existing walls, barriers and/or fencing.

c. Pavements: All paved surfaces shall be maintained so as to be safe and attractive. To the extent feasible, replacement materials shall match existing materials.

d. Signage: All park graphics shall be maintained in a first class condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage to match other installed signs.

e. Facilities: All recreation facilities and equipment and lighting fixtures shall be cleaned, repaired and maintained in order to keep such facilities and fixtures in good condition and good working order at all times.

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

g. 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. In the event of the loss of more than ten (10) trees or of all trees of any species, Developer shall consult with the Parks Department and provide appropriate replacements for such trees as determined by the Commissioner exercising reasonable judgment.

h. Marine Structures: Developer shall undertake to maintain in good condition all marine structures including, but not limited to, the bulkhead, riprap and cribbing. There must be a monthly and annual inspection protocol. Hazards must be repaired immediately. Other elements must be repaired or replaced as soon as possible. Notwithstanding anything to the contrary above, Developer's responsibility with respect to this Section 4.05.h. shall be limited to Non-capital Replacements and Repairs.

i. Lighting: Maintenance should preserve the original design. Damaged systems should be repaired as quickly as they

are discovered. Bulb replacement should be done during the first working day after the outage is reported.

j. Comfort Stations: Sweeping, cleaning and washing of the interior will be done a minimum of twice a day. Supplies will be replenished as needed. Repainting should be performed at least twice per year.

k. Floral Plantings: Plantings such as Community Gardens in the park will receive maximum care. Watering, fertilizing, disease control, disbudding and weeding will be performed as necessary. Weeding flowers and shrubs will be done a minimum of once per week. The desired model is essentially one that is weed free.

l. Elevator: Sweep, clean and wash a minimum of two times per day to maintain a well-kept appearance. Non-capital Replacements and Repairs to maintain the elevator is operating order will be done through an elevator contract.

4.06. Maintenance Security

a. To secure Developer's obligation to maintain the Open Space Improvements and the SOS, prior to the issuance of a certificate of Substantial Completion for any segment of the Open Space Improvements or the SOS as provided in the Declaration, Developer shall deposit with the Parks Department one or more clean, irrevocable letters of credit (the "Maintenance Security") naming the City as beneficiary, in a form reasonably satisfactory

to the Parks Department, to ensure the maintenance of such portion of the Public Open Spaces in good condition and repair in accordance with this Agreement and to cover damages imposed pursuant to Section 6.05 hereof. The initial Maintenance Security shall be for a term of six months and shall be renewed semi-annually prior to the expiration thereof for the life of the GLSD (as defined in the Declaration) or any portion thereof. The initial Maintenance Security shall be in an amount that has been certified by Developer's landscape architect to be sufficient to cover one hundred percent (100%) of the cost of maintaining such portions of the Public Open Spaces as have been Substantially Completed for six (6) months plus $3,500 to cover damages stipulated to pursuant to Section 6.05 hereof with respect to Findings of Access Denial (the "Access Cost").

b. Developer shall notify the Parks Department as to the proposed amounts of the Maintenance Security. Such notice shall specify the portion of the costs attributable to the maintenance of the Open Space Improvements (the "Open Space Cost") and the portion of the costs attributable to the maintenance of the SOS. Within fifteen (15) business days of its receipt of such notification, the Parks Department shall approve or disapprove said amount, using its reasonable judgment. If it disapproves said amount, it shall state its reasons and an amount shall thereafter be determined by mutual agreement. The Mainten-

ance Security shall be for a period of six months and shall be renewed semi-annually prior to the expiration thereof throughout the life of the GLSD. If any such Maintenance Security is not renewed at least four (4) weeks prior to the expiration date of such Maintenance Security, the City shall be entitled to draw down on the Maintenance Security for the purpose of maintaining the Open Space Improvements and the SOS in accordance with this Agreement.

c. Not more than once every year, the Commissioner of Parks may request that the amount of the Maintenance Security shall be increased or decreased, as the case may be, to an amount equal to one hundred percent (100%) of the cost of maintaining for the entire year such portion of Public Open Space in good condition and repair during the preceding year, plus the Access Cost. Such amount shall be approved by the Parks Department in accordance with the procedure in Section 4.06.c hereof.

4.07. Utilization of the Park Maintenance Entity

In the event that the Developer, in its sole election, determines to delegate maintenance and repair of the Open Space Improvements and the SOS to the Park Maintenance Entity, the following terms and conditions shall apply:

(i) Upon at least six (6) months written notice unless the Commissioner agrees to a shorter period and subject to the requirements of Section 1.24 hereof, Developer shall notify the

Commissioner in writing of its determination to delegate the maintenance and repair of the Open Space Improvements and the SOS to the Park Maintenance Entity (the "Park Maintenance Entity Delegation");

(ii) Prior to the issuance of a certificate of Substantial Completion for any segment of the Open Space Improvements or the SOS as provided in the Declaration, Developer shall deposit the pro rata Maintenance Contribution for the period of time until the next January 1st or July 1st, whichever occurs first, into an escrow account (the "Entity Maintenance Escrow") established by the Park Maintenance Entity in accordance with terms and conditions satisfactory to the Parks Department and subject to audit by the Comptroller. Thereafter, on or before January 1st and July 1st of each year the Developer shall deposit the Maintenance Contribution into the Entity Maintenance Escrow. The Parks Department, the Comptroller and the Developer may audit the Entity Maintenance Escrow. The Park Maintenance Entity may draw down the Maintenance Contribution from the Entity Maintenance Escrow in order to maintain and repair the Open Space Improvements and the SOS in accordance with this Agreement.

(iii) Developer, the Parks Department and the Comptroller shall have the right to audit the Park Maintenance Entity.

(iv) The procedures in this Section 4.07 shall only apply in the event Developer makes the Park Maintenance Entity Delegation.

V. OPERATION AND ACCESS

5.01. Hours of POS

a. Upon Substantial Completion of the any segment of the Open Space Improvements or the SOS it shall immediately be open and fully accessible to the public without charge or fee, seven (7) days per week, from 7:00 A.M. to 1:00 A.M., or such other hours as Riverside Park may hereafter be open to the public from time to time, except as provided in subparagraphs b. and c. below. Facilities within the POS which generally operate during limited hours, such as playgrounds and comfort stations shall be open and accessible to the public during such hours that comparable facilities remain open in City Parks. The Open Space Improvements shall be used by all members of the public for activities appropriate to a public park of similar design and size in the City.

b. Notwithstanding the provisions of this Agreement or the Declaration, the Parks Department, Developer, and the Park Maintenance Entity, if any, may by written agreement vary such hours. At such times as the SOS or any portion thereof is

closed, in accordance with this Agreement, it shall be closed to all, including residents of the GLSD.

c. Developer shall have the right, in its sole discretion, to close the SOS to the public for one day, or such other period as shall be required by law to prevent a public dedication of the SOS, other than Saturday, Sunday or a public holiday, on the same date in January of each calendar year (or as near to such date as is possible if such date falls on a Saturday, Sunday or public holiday) to preserve Developer's ownership interest in the SOS.

5.02. General Use of the SOS; Special Events in SOS and in Open Space

a. The SOS may be used by all members of the public for activities appropriate to a public park of similar design and size in New York City ("Park Activities") including, but not limited to, the Park Activities listed in **Section 5.02.b.** The Parks Department shall have the right to organize and hold "Special Events" as described in **Section 5.02.c** in the SOS. Any Special Events organized and held by the Parks Department in the Public Open Space shall be subject to the provisions for security, clean-up and repair set forth in **Section 5.02.d.** Developer and the Park Maintenance Entity, if any, shall have the right to organize and hold "Special Events" in the SOS as described in **Section 5.02.d**, subject to the provisions for security, clean-up

and repair set forth therein. Certain "Restricted Activities" (as described in Section 5.02.e hereof) shall not be held or carried on in the SOS except with the express consent of the Parks Department, the Developer and the Park Maintenance Entity, if any, as set forth herein. With respect to any activities carried on in all or any part of the SOS, no member of the public shall use the SOS for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to the property or any person.

b. For purposes of this Agreement, "Park Activities" shall include, but not be limited to, the following:

(i) walking;

(ii) walking domestic animals (provided such animals are leashed and properly curbed);

(iii) jogging;

(iv) sitting on benches and seating areas provided in the SOS;

(v) use of public facilities provided in the SOS for their intended purposes;

(vi) kite-flying; and

(vii) picnics.

c. For purposes of this Agreement, the term "Special Event" shall mean an organized assembly, meeting, exhibit,

program, public performance or other public function or activity to which the public is invited which is either organized and held by the Parks Department or permitted by the City through the Department's permitting process as in effect from time to time or by the Developer for the SOS pursuant to rules and regulations developed pursuant to Section 5.05.

d. The Parks Department shall have the right to organize and hold or permit Special Events in the SOS and in the Open Space in accordance with the procedures provided below. Notwithstanding the foregoing, the Parks Department shall not have the right to organize or hold any Special Event in the SOS which would unreasonably interfere with use and enjoyment of the GLSD by its residents. The City agrees to indemnify and hold Developer and the Park Maintenance Entity, if any, harmless against any and all claims, losses, damages, suits or causes of action for damages and any orders, decrees, or judgments which may be entered therein, brought for damages or alleged damages resulting from injury to person or property or from loss of life sustained in the Public Open Space, by any person or persons whatsoever arising out of any (i) Special Event organized and held or permitted by the Parks Department in the SOS or (2) any Non-Developer Special Event organized and held or permitted by the Parks Department, unless such claims, damages, suits or causes of action arose out of the negligent, reckless or willful

acts of Developer, the Park Maintenance Entity, their agents or their employees or the failure to maintain the Open Space Improvements or the SOS pursuant to this Agreement. No such claim or action shall be settled without the consent of Developer, the Park Maintenance Entity, if any, and the City, which shall not be unreasonably withheld. The Parks Department shall give written notice to Developer or the Park Maintenance Entity, as the case may be, of any Special Event at least fifteen (15) days prior to the date of such Special Event unless it is not practicable to do so, but in no event shall less than five (5) days notice be provided. The Parks Department shall require any private organizer of any Parks Department Special Event to comply with the Special Event Guidelines for the Department. This shall include guidelines relating to clean-up, security and restoration of parks used for Special Events. Notwithstanding the provisions of the immediately preceding sentence, in the event that clean-up and repair is not undertaken by such organizers or the issuers of any security pursuant to Department Guidelines following any such Special Event, the Parks Department shall undertake such additional clean-up and repair as is necessitated by any Non-Developer Special Event or for any Special Event organized and held or permitted by the Parks Department in the SOS. The Parks Department shall make the Developer a named beneficiary of any security for a Special Event

and provide that the Developer may draw down such security in the event of a default by the Special Event organizers or the issuers of any security for a Special Event for which the Developer is liable for claims under this Agreement. The Parks Department shall request police protection at any Parks Department or City sponsored Special Event commensurate with the anticipated size and scope of such Special Event. Notwithstanding anything to the contrary otherwise set forth in this Agreement, if Developer or the Park Maintenance Entity is impeded or prevented from performing any of its obligations under this Agreement as a result of such Special Event, Developer and the Park Maintenance Entity shall not be required to perform such obligation until such impediment or event preventing performance has been removed or has terminated.

e. Developer shall have the right to hold Special Events in the SOS and with Department approval, in the Open Space. The Park Maintenance Entity may hold Special Events in the SOS if its obtains the prior written approval of the Developer and in the Open space with the prior written approval of the Department and Developer. Developer or the Park Maintenance Entity, as the case may be, shall give written notice to the Parks Department of any proposed Special Event no later than fifteen (15) days prior to the date of such event. Developer or the Park Maintenance Entity shall require the

organizer(s) of any Special Event sponsored by either to post reasonable security for the purpose of insuring the security, clean-up and repair of the SOS necessitated by said activities. Notwithstanding the provisions of the immediately preceding sentence, in the event that clean-up and repair is not undertaken by such organizers or the issuers of such security following any such Special Event, Developer or the Park Maintenance Entity shall undertake such additional clean-up and repair as is necessitated by such Special Event. In the event that Developer or the Park Maintenance Entity from time to time hires security personnel to patrol the SOS, Developer or the Park Maintenance Entity, as the case may be, shall have a reasonable number of such security personnel on hand at any Special Event sponsored by Developer or the Park Maintenance Entity.

f. If there is a scheduling conflict between a Parks Department Special Event and a Developer or Parks Maintenance Entity Special Event, the Developer and the Department shall cooperate to adjust the schedules for such events provided that in the event that the parties cannot agree to such adjustment, the Parks Department's determination shall prevail and the Special Event sponsor by the Parks Departments shall be given precedence.

g. Notwithstanding anything to the contrary contained in any of the provisions of this Section 5.02, none of the

following (each, a "Restricted Activity") shall be considered a permitted Special Event in the SOS: (i) Flea markets, food fairs or other outdoor markets; events for the benefit of a private person or entity; vending; camping, the ignition of fireworks; fundraising activities; photographic or cinematic productions; or concerts or other events involving amplified sound. For purposes of this Agreement, the phrase "amplified sound" shall mean any mechanical sound-amplifying system intended to increase the volume of the human voice or a musical tone or any other activity resulting in sound waves, and to carry such sound waves at a level of normal audibility more than 200 feet. In the event that either the Parks Department, Developer or the Park Maintenance Entity wishes to sponsor an activity constituting a Restricted Activity in the SOS, the party wishing to sponsor such Restricted Activity shall seek the prior written consent of the other two with respect to such Restricted Activity, which consent may not be unreasonably denied and which consent, if given, may be conditioned on provision by the requesting party of adequate security for the safety of the public from any possible dangers or harmful effect of the proposed Restricted Activity, which may include the provision of insurance, crowd control personnel, or other reasonable safeguards in addition to those set forth in this Section 5.02 with respect to Special Events.

h. No member of the public shall be prohibited from entering or using the POS during a Special Event or a Restricted Activity during the hours the POS is open to the public.

5.03. Closure for Repairs.

a. In order (i) to accomplish the repairs or replacements described in Sections 4.05 hereinabove, or (ii) to make emergency repairs to mitigate hazardous conditions or emergency conditions or (iii) for the repair, restoration, rehabilitation, renovation or replacement of pipes, utility lines or conduits or the equipment on or under the POS which services the GLSD (the "Repairs") the Public Open Spaces or the most limited portions thereof as may be necessary may be temporarily closed to the public. Developer or the Park Maintenance Entity, as the case may be, will close or permit to be closed only those portions of such areas which must or should reasonably be closed to effect the Repairs to be undertaken, and will exercise due diligence in the performance of such Repairs so that they are completed expeditiously and within any time period established by the Commissioner of Parks as provided below, and the temporarily closed areas (or any portions thereof) are reopened to the public promptly. The Developer or the Park Maintenance Entity may not close any portion of the POS for more than three (3) consecutive calendar days without the express prior approval of the Parks Department.

b. Except in cases of emergency, no less than twenty (20) business days prior to the commencement of the performance of such Repairs, Developer or the Park Maintenance Entity shall give notice to the Commissioner of Parks of its intention to perform such Repairs, which notice shall describe the scope of such Repairs, the anticipated duration thereof, and the portion of the Public Open Spaces which must be closed in order to carry out the Repairs. If the Commissioner of Parks reasonably believes that the duration of the Repairs stated in such notice is too long, he or she shall notify Developer or the Park Maintenance Entity, if any, prior to the commencement date of such repairs of a shorter deadline for completion of such Repairs. If the Commissioner of Parks determines that Developer or the Park Maintenance Entity has failed to comply with the requirements of this paragraph, then the Commissioner of Parks may, no less than five (5) days after notice to Developer or the Park Maintenance Entity, if any, of said determination, order all or any portion of the POS which was closed to be reopened; provided, that such order shall not apply to the extent that it would create or allow the creation of an emergency or hazardous condition.

c. In the event of an emergency or hazardous condition, Developer or the Park Maintenance Entity, as the case may be, shall promptly, but in no event more than two business days

after such closure, give notice to the Commissioner of Parks that such portion of the POS has been closed, which notice shall describe the nature of the emergency or hazardous condition causing the closure, the portion of the POS to be closed and the anticipated duration thereof. Emergency or hazardous conditions for which the POS may be closed without prior notice shall be limited to actual emergency situations causing or threatening to cause significant physical damage or substantial risks to public safety. Developer or the Park Maintenance Entity shall place such temporary barriers and/or signage around or adjacent to any such hazardous condition to the extent necessary to warn potential users of the Public Park of the existence of such hazardous condition, and shall maintain such temporary barriers and/or signage until such condition is removed or repaired in accordance with the provisions of this Section. In the event of an emergency or hazardous condition, the Commissioner of Parks shall have the right to order Developer or the Park Maintenance Entity, if any, to close the POS or any portion thereof or to reopen any portion of the POS which was not required to be closed or set a deadline for reopening the POS (or portion thereof) to the public; in which case, for the duration of such closure Developer shall not be deemed to be in default of its obligation to cause the POS to remain open and accessible to the public.

d. Closure For Capital Repairs and Replacements

The Commissioner shall have the right to close, or to order the Developer or Park Maintenance Entity, if any, to close the Open Space Improvements or any portion thereof in order to perform capital repairs or replacements within the Open Space Improvements. Prior to the commencement of any capital repair or replacement work, the Commissioner shall provide reasonable advance notice to the Developer and Park Maintenance Entity, if any, of the area to be closed for the performance of the capital work, the nature of the work to be performed and the anticipated duration of the closure period. During any such closure period, the Developer shall not be deemed to be in default of its obligation to cause the Open Space Improvements to remain open and accessible to the public.

5.04. Staffing

a. Upon any segment of the Open Space Improvements or the SOS being open and accessible to the public, Developer or the Park Maintenance Entity, as the case may be, shall employ, appoint, select, contract with or otherwise hire the services of an appropriate number of qualified attendants, gardeners, groundskeepers, laborers, supervisors, program staff and similar personnel to maintain and operate such area in accordance with the terms of this Agreement. Adequate staffing levels shall be maintained in the public facilities in the Open Space, such as

playgrounds and comfort stations to provide staff for a minimum of two shifts per day, seven days per week from May 15 through October 15, and for a minimum of one shift per day, seven days per week from October 15 through May 15. Developer or the Park Maintenance Entity, as the case may be, shall at all times have the sole and exclusive right and power to select, appoint, employ, direct, supervise, control, remove, discipline and discharge all persons it employs by it for the purpose of carrying out its obligations under this Agreement. Developer's or the Park Maintenance Entity's right in this respect shall include, but not be limited to, the right to establish all terms and conditions of employment, to fix compensation rates and to make promotions on the basis of fitness and ability, provided, however, that neither Developer nor the Park Maintenance Entity shall not discriminate on the basis of race, creed, religion, color, sexual preference or nationality. The Developer or the Park Maintenance Entity, if any, may contract with the Parks Department for the provision of services for the maintenance and operation of the Open Space Improvements and the SOS.

b. Notwithstanding Section 5.04.a hereof, the Parks Department shall (i) designate a salaried employee of the Parks Department to serve as full-time Park Director of the Open Space Improvements who shall be responsible for (a) direction and over-sight of day-to-day operation of the Open Space Improvements, (b)

the preparation of proposals for and the operation of concessions, (c) preparation of plans for Special Events and other programs for the Open Space, (d) preparation of a plan for coordinated operation of the Open Space and Riverside Park, (e) preparation of a proposed semi-annual Budget and maintenance and operation plan for review by the Developer and the Park Maintenance Entity, if any, and (ii) assign two (2) full-time PEP officers to provide security services with respect to the Open Space Improvements. The Park Director shall be appointed by the Parks Commissioner subject to consultation with the Developer or the Board of Directors of the Park Maintenance Entity, if any. The Park Director shall have dual reporting responsibility to the Developer or the Park Maintenance Entity, if any, and the Parks Commissioner. The Park Director may not be removed from his position unless the Parks Commissioner has approved such removal. The Developer or Park Maintenance Entity will provide all staff, non-capital equipment and non-capital supplies necessary to assist the Park Director in fulfilling the duties and responsibilities of that title. If the Parks Department proposes to undertake a service contract offered by the Developer or the Park Maintenance Entity, and if the proposal submitted by the Parks Department to the Developer or Park Maintenance entity does not present the best terms and/or conditions for performing those services, then the Parks Department shall be permitted the

opportunity to match the terms (the "Matching Proposal") of a contract presented which would otherwise have been accepted by the Developer or Park Maintenance Entity (the "Alternate Service Proposal"). The Developer shall give careful consideration to the Parks Department's Matching Proposal. The Developer shall not, however, be required to accept the Parks Department's revised proposal unless such revised proposal is competitive and comparable to the Alternate Service Proposal with respect to quality and cost-effectiveness, and the price is at least five (5) percent less than the Alternate Service Proposal as shall be reasonably determined by Developer or the Park Maintenance Entity.

5.05. Rules and Regulations

a. Developer or the Park Maintenance Entity, as the case may be, shall have the right, but not the obligation, to establish pursuant to Section 5.05.b. rules and regulations governing public use of, and behavior in, the SOS, which rules and regulations shall be in conformity with Parks Department rules and regulations. In addition, Developer or the Park Maintenance Entity may from time to time modify such rules and regulations, with the consent of the Parks Department, as provided for in Sections 5.05.b and 5.05.c hereof. The rules and regulations of the Parks Department shall apply to the SOS unless

and until the Developer or the Park Maintenance Entity, if any, promulgates rules and regulations for the SOS.

b. The Open Space shall be operated subject to the rules and regulations of the Parks Department. All regulations for the Open Space Improvements shall be promulgated by the Commissioner in accordance with the Charter and applicable law.

c. Prior to instituting any rule or regulation or modifying any existing rule or regulation in the SOS, Developer or the Park Maintenance Entity shall submit a copy of such rule or regulation or such proposed modification to the Parks Department, or any successor to the jurisdiction thereof, for approval.

d. If the Parks Department fails to object to a proposed rule, regulation or modification of an existing rule or regulation for the SOS within thirty (30) days of the submission of such rule, regulation or modification to the Parks Department by Developer or the Park Maintenance Entity, the Parks Department shall be deemed to have approved such rule, regulation or modification and the same shall, in the discretion of the Developer or the Park Maintenance Entity, take effect. Notwithstanding the foregoing, if the Parks Department subsequently objects to any such rule, regulation or modification of an existing rule, it shall be immediately rescinded. Any such rule, regulation or

modification of an existing rule shall be posted in the SOS in accordance with Section 5.07 hereof.

5.06. Illumination

All pedestrian walkways and paths in the Open Space Improvements and the SOS shall be illuminated during the hours, and at not less than the same level of illumination, at which similar areas are illuminated at Riverside Park.

5.07. Signage

Upon any segment of the Open Space Improvements or the SOS being open and fully accessible to the public as provided hereinabove, appropriate signage, indicating location of facilities, that the Open Space is a public park, hours open to the public, handicapped accessibility, the identity of the Developer and the entity responsible for maintenance, a Parks Department contact person with whom the public may register complaints and other communications shall be provided by the Developer as shown on the Drawings. Any signage not shown on the Drawings shall be approved in writing by the Parks Department prior to installation of signage and shall incorporate the design features recommended by the Department of City Planning. Such signage shall be maintained and replaced as needed in accordance with the provisions of Section 4.05.d of this Agreement.

5.08. Concessions

a. As used in this Agreement, the term "Concessions" shall mean any service or goods provided in one or more City parks (currently or in the future) pursuant to one or more concession agreements. The Department shall operate and maintain, or otherwise permit others to operate and maintain any and all Concessions in the Open Space Improvements subject to the requirements of the New York City Charter and other applicable law. The Commissioner shall determine the location, design, nature and number of Concessions for the Open Space Improvements. All net fees received by the City from the operation of Concessions in the Open Space Improvements shall be dedicated and held in trust to be expended solely for the maintenance and operation of the Open Space Improvements ("Open Space Net Fees"). As used in this subparagraph, the phrase "Open Space Net Fees" shall mean any and all fees paid to the City by a concessionaire, less any costs of the City and the Department in connection with the Concessions including, but not limited to, costs of cleaning and maintaining the areas of the Concessions incurred as a result of the operation of the Concessions.

b. Developer shall have the right to operate and maintain, or to permit others to operate and maintain, any and all Concessions in the SOS provided that the type, location and design of such Concessions (but, in no event, the operator of

such Concessions) have been approved by the Parks Department. If, in its sole election, the Developer has delegated to the Parks Maintenance Entity the maintenance and operation of the SOS, the Park Maintenance Entity may operate and maintain Concessions in SOS in the same manner as the Developer as provided herein.

c. No permit from the Parks Department shall be required to maintain a Concession in the SOS.

d. The Developer shall have the sole right to select the operators for any and all Concessions in the SOS following the approval of such Concessions by the Parks Department in accordance with **Section 5.08(b)**; provided, that the Developer shall make good faith efforts to publicize the availability of Concessions to qualified operators by advertising or placing notices in newspapers of general circulation, and shall interview and consider applicants for such Concessions on a non-discriminatory basis in accordance with applicable law.

e. All SOS Net Fees or Other Revenues (hereinafter defined), and all interest accrued on any portion of the SOS Net Fees or Other Revenues, shall be used or held in trust by the Developer and may be expended by the Developer for the maintenance and operation of the SOS in accordance with the provisions of this Agreement. In the event that the Park Maintenance Entity is operating and maintaining Concessions in the SOS as provided

herein, for purposes of calculating the Maintenance Contribution, the Net Fees or Other Revenues and any interest thereon received in any quarter shall be subtracted from the Budget for the following quarter and the Developer's Maintenance Contribution for the following quarter shall be reduced accordingly. As used in this subparagraph "e" the phrase "SOS Net Fees or Other Revenues" shall mean any and all fees or other revenues paid to the Developer by a concessionaire, less any costs of the Developer in connection with the Concession operated by such concessionaire, including but not limited to costs of cleaning or maintaining the area of a Concession incurred as a result of the operations of the Concession provided that the concessionaire has not complied with the requirement in its agreement with the Developer that it clean and maintain the area surrounding its concession and the Developer has made a good faith effort to enforce such requirement. Notwithstanding the foregoing, the Developer shall require each Concessionaire to agree in writing to keep the area of its Concession in a clean and sanitary condition. All concession agreements for the POS shall provide that the concessionaire is responsible for cleaning and maintaining a circular area of no less than fifty (50) feet in diameter around the concession site or facility (or such other defined area as is practicable to the operation of the concession). The agreements shall also state that failure to clean and maintain may result in

termination. Upon reasonable prior notice, the Parks Department and the Comptroller shall have the right to inspect and audit the books and records of the Developer and Parks Maintenance Entity, if any, with respect to such SOS Net Fees or Other Revenues paid to the Developer or Parks Maintenance Entity from the operation of Concessions in the SOS. Such inspection and audit shall occur at the offices of the Developer or the Parks Maintenance Entity or such other place in the Borough of Manhattan as the Commissioner may reasonably deem appropriate.

f. In accordance with Section 3.01(f) hereof, any revenues received from the operation of Concessions in the Open Space Improvements shall be dedicated to the maintenance and repair of the Open Space Improvements; such revenues shall be used to reduce the Developer's maintenance costs and the Maintenance Security or Maintenance Contribution, as the case may be, shall be reduced accordingly.

5.09. Right of Entry to City Property

The City, acting through the Parks Department, hereby grants to Developer and the Park Maintenance Entity, if any, and their consultants, contractors, employees and agents (collectively, "Agents") the right to enter upon the City-owned property in the Open Space Improvements with such equipment and personnel and at such times as may be necessary to perform its obligations pursuant to the Declaration and this Agreement. The City shall

not interfere with or prevent Developer or its Agents from undertaking activities in the Open Space Improvements in furtherance of the performance of its obligations and shall cooperate fully with Developer and its Agents in any way which is necessary to enable Developer to so perform such obligations.

VI. ENFORCEMENT

6.01. Right of Access. The City, acting through the Parks Department, shall have a right of access to the SOS at all times for the purpose of inspecting the SOS and determining Developer's compliance or noncompliance with the terms of this Agreement, the Declaration, and any rules and regulations applicable to the SOS. As part of the training of any private security personnel employed by the Developer or the Park Maintenance Entity, such personnel shall be informed of the Parks Department's right of access to the SOS pursuant to this section 6.01, and such personnel shall be trained not to obstruct or interfere with the right of the general public to use and enjoy the SOS in accordance with the terms and conditions of this Agreement and the Declaration.

6.02. Default. a. If Developer fails to perform any of its obligations under this Agreement, or the Park Maintenance Entity fails to perform any obligations of the Developer delegated hereunder, the Commissioner of Parks shall give

Developer and the Park Maintenance Entity, if any, twenty (20) days written notice of such alleged violation, during which period Developer and the Park Maintenance Entity shall have the opportunity to effect a cure. If the Park Maintenance Entity fails to perform any of its obligations as delegated by the Developer hereunder, and the Developer has received written notice thereof from the Commission of Parks, the Developer may draw down on the Entity Maintenance Escrow in order to cure such violations. If the Commissioner finds that Developer or the Park Maintenance Entity has diligently commenced and diligently prosecuted efforts to effect a cure during such twenty (20) day period, then the aforesaid twenty (20) day period shall be extended for so long as Developer or the Park Maintenance Entity continues to proceed diligently with the effectuation of such cure. If the Commissioner of Parks finds that Developer or the Park Maintenance Entity is unable to commence to effect a cure of an alleged violation in the initial twenty (20) day period due to Uncontrollable Circumstance(s) as defined in Article I, then upon application, the Commissioner of Parks, in the exercise of his or her reasonable judgment and upon such conditions as he or she may deem appropriate, may allow an additional period of time in which to commence to effect a cure. Notwithstanding anything to the contrary herein, The Commissioner may give forty-eight hours notice with respect to any default by Developer or the Park

Maintenance Entity which creates as imminent hazard to life or safety or constitutes an emergency condition. The Developer or Park Maintenance Entity will thereafter have forty-eight hours to cure such condition. In addition, the Commissioner may, in her reasonable judgment, provide Developer or Park Maintenance Entity with shorter notice period than twenty (20) days, for such non-emergency defaults which by their nature may be cured reasonably with a shorter period, provided that the cure of alleged violations involving substantial physical work, maintenance or repair shall be presumed to require twenty (20) days to cure unless the Commissioner demonstrates that there is good cause to require otherwise. If the cure period is shortened with respect to any default as set forth above, the Commissioner may extend such cure period in the same manner as provided for above with respect to the twenty (20) day cure period.

b. Notwithstanding anything contained in this Agreement to the contrary, if Developer fails to observe any of the terms or conditions of the Declaration or the Agreement, and Developer fails to cure such violation within the applicable grace period provided in subparagraph (a) above, then upon the expiration of said grace period, the Commissioner of Parks shall give each Mortgagee fifteen (15) days' written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation.

Failure of the Commissioner of Parks to give notice to any Mortgagee shall not affect the validity of a notice given to any other Mortgagee. If the Commissioner finds that such Mortgagee commences to effect a cure during such fifteen (15) day period and proceeds diligently towards the effectuation of such cure, then the aforesaid fifteen (15) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure. If such Mortgagee is unable to commence to effect a cure of an alleged violation in the initial fifteen (15) day period due to Uncontrollable Circumstances, then upon application by Mortgagee, the Commissioner of Parks in the exercise of his or her reasonable judgment, may allow such Mortgagee an additional period of time in which to commence to effect such a cure.

c. In the event that any alleged violation of this Agreement has not been cured within the grace period provided in subsections 6.02.a and b. above, the City, acting through the Commissioner of Parks, shall be entitled to draw down on the Maintenance Security or the Maintenance Contribution as applicable, to the extent necessary, and to apply such monies to the performance of such obligation and, subject to Sections 6.03 and 6.04 hereof, shall be entitled to any other remedy available in law or at equity, except that such remedies shall include termination of this Agreement only in the event of a material

violation of its terms. If the City has drawn down such Maintenance Security or Maintenance Contribution as provided above, Developer shall within five business days thereafter post a new Maintenance Security or Maintenance Contribution replacing the Maintenance Security or Maintenance Contribution drawn down by the City. Nothing set forth herein shall prevent the Parks Department from performing any obligation of the Developer not performed by the Developer, in accordance with this Section, prior to drawing down on such Maintenance Security or Maintenance Contribution, and then drawing down on such Maintenance Security or Maintenance Contribution to the extent necessary to reimburse or otherwise pay for such work.

d. In the event the Maintenance Contribution or Maintenance Security is insufficient to cover the costs of the Parks Department's performance of said obligation, the Parks Department may in writing, demand reimbursement from Developer or Park Maintenance Entity within ten (10) days of such demand.

6.03. Binding on Successors. The restrictions, covenants and agreements set forth in this Agreement shall be binding upon Developer only for the period during which Developer is the holder of an interest in the Subject Property and only to the extent of Developer' s interest in the Subject Property, and except that if all or a substantial portion of the Subject Property is leased, the Chair may determine that such lessee

shall be deemed for the term of such lease the sole holder of a fee interest in the Subject Property, pursuant to Section 9.9 of the Declaration. At such time as Developer has no further interest in the Subject Property, or has assigned all its rights and obligations under this Agreement, Developer's obligations, indemnity and liability with respect to this Agreement shall (except as provided in the following sentence) wholly cease and terminate and Developer's successors in interest in the Subject Property shall be deemed to have assumed Developer's obligations and liabilities thereafter arising hereunder. Any party who succeeds to the interest of Developer under this Agreement shall be bound by, and shall be deemed to have ratified, all actions of Developer taken in accordance with this Agreement, provided that the named Developer shall be and shall remain liable for actions of the named Developer prior to the effective date of such succession.

6.04. Limitation of Liability. The City shall look solely to the interest of Developer in the Subject Property on an in rem basis only, for the collection of any judgment recovered against Developer or the enforcement of any monetary remedy based upon any breach by Developer under this Agreement, and no other property of Developer shall be subject to levy, execution or other enforcement procedure for the satisfaction of the monetary remedies of the City under or with respect to this Agreement, and the

Developer shall have no personal liability under this Agreement. For the purpose of this Section 6.04, "Developer" shall mean "Developer" as defined in Article I hereof, as well as any principals, disclosed or undisclosed, partners, affiliates, officers, employees, shareholders or directors of Developer.

6.05. Denial of Access. a. If a finding of denial of access to the SOS (the "Finding") is made as described below, then for each incident, the City, acting through the Parks Commissioner, shall be entitled to draw down the Maintenance Security in the following amount to cover damages: $500, if it is the first such Finding; and $1,500, if it is the second such Finding; and $5,000, for the third such Finding and each and every Finding made thereafter, provided, however, that at the expiration of any twelve (12) month period during which there have been no such Findings, the initial Finding made after such twelve (12) month period shall be considered the first such Finding. The foregoing monetary amounts to be adjusted annually to reflect changes in the Consumer Price Index with 1992 serving as the base year. If more than two such Findings have been made in any twelve (12) month period, Developer shall replenish the Maintenance Security up to the original (i.e., before draw downs) amount. The draw down of the Maintenance and Security pursuant to this section does not waive any other remedies the City may have to enforce public access.

b. If the Commissioner of Parks has reason to believe that the use and enjoyment of the SOS by any member of the public has without reasonable cause been denied or materially impaired, the City shall serve upon the Developer and the Park Maintenance Entity, if any, such statement together with written notice that the City intends to make a Finding, unless within five (5) days of the Developer's receipt of the notice, the Developer or the Park Maintenance Entity submits to the Parks Department additional facts or evidence which indicate that there has been no denial or material impairment of access. At the expiration of such five (5) day period, the Commissioner of Parks shall evaluate any evidence submitted and determine whether a Finding shall be made.

VII. RIGHT OF ENTRY TO SOS

7.01. The Developer hereby grants the City, its agents, or its contractors, the right, after prior written notice of such intention to enter, to enter upon the SOS upon a Maintenance Default (hereinafter defined) to perform Developer's maintenance obligations set forth herein until such time as Developer resumes the performance of such obligations. A "Maintenance Default" shall occur when Developer or the Park Maintenance Entity has failed to perform any of its maintenance obligations under this Agreement and neither Developer nor the Park Maintenance Entity

nor any Mortgagee has diligently commenced and diligently prosecuted efforts to effect a cure as provided in **Section 6.02**. Nothing contained herein shall limit the access granted to the Parks Department to the SOS, pursuant to **Section 6.01** hereof.

VIII. MISCELLANEOUS

8.01. Amendments. This Agreement may not be modified or amended except by a written instrument executed by Developer and the Parks Department, after consultation with the Chair.

8.02. Notices. All notices or other communications which either party may be required or may desire to give to the other relating to this Agreement shall be effective only if in writing and mailed to the party for which it is intended by certified or registered mail, return receipt requested, postage prepaid, or personally delivered, addressed to the party at the address provided at the beginning of this Agreement, in the case of the City, to the attention of the Deputy Commissioner for Planning, Department of Parks and Recreation and the General Counsel of the Department of Parks and Recreation and a copy to any Mortgagee at the address provided in Exhibit B to the Declaration or in its notice to the Department of Parks. Each notice which shall be mailed shall be deemed sufficiently given or sent for all purposes hereunder five (5) business days after it shall be mailed

at a branch post office regularly maintained by the United States Postal Service, or if delivered by hand, when actually received.

8.03. Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York.

8.04. Effective Date. This Agreement shall become effective upon Final Approval of the Special Permits.

8.05. Reliance by Third Parties. No person or entity other than Developer, the City, the Parks Department or a legal representative, successor in interest or assignee of such party shall be entitled to rely on this Agreement or the performance of Developer or the City hereunder. This Agreement is not made for the benefit of any other person or entity and no such other person or entity shall be entitled to enforce, or assert any claim arising out of or in connection with this Agreement.

8.06. Indemnity. Developer shall indemnify and hold harmless the City, the Parks Department and their officers, employees and agents from any and all claims, actions or judgments for loss, damage or injury, including death or personal or property damage of whatsoever kind or nature, arising from Developer's obligations under this Agreement and under the Declaration related to the SOS, including, without limitation, the negligence or carelessness of Developer, its agents, servants or employees in undertaking such obligations unless such claims, actions or

judgments arose out of the negligent, reckless or willful acts of the City, its agents or its employees; provided, however, that should any such claim be made or action brought, Developer shall have the right to defend such claim or action with attorneys reasonably acceptable to the City. No such claim or action shall be settled without the consent of Developer, which shall not be unreasonably withheld.

8.07. Right to Sue. Nothing contained herein shall prevent the Developer from asserting any claim or action against the City of New York or any of its subdivisions or any of its officials arising out of the City's performance, or failure of performance as to any of the City's obligations under this Agreement or the exercise, by the City, of any of its rights under this Agreement.

Nothing contained herein shall prevent the City of New York or any of its subdivisions or any of its officials from asserting any claim or action against the Developer arising out of the Developer's obligations under this Agreement, or the exercise, by the Developer of any of its rights under this Agreement.

8.08. Approvals. Wherever in this Agreement the certification, consent or approval of the Developer, the CPC, the Chair, or the Commissioner of Parks is required or permitted to be given, it is understood that time is of the essence and such certification, consent or approval will not be unreasonably withheld or delayed.

IX. INSURANCE

9.01. The Developer shall at all times after Substantial Completion of any segment of the Open Space Improvements or the SOS carry paid-up insurance of such type and with such limits as may be determined to be adequate and appropriate by the Commissioner but in no event shall such coverage be less than Five Million Dollars ($5,000,000) per occurrence to protect the Developer, the Park Construction Entity, if any, the Park Maintenance Entity, if any, and the Parks Department, and the City of New York as additional insured parties, against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damage to property, whether such injuries, death or damages be attributable to the negligence or any other acts of Developer, its employees, or otherwise. Such policy or policies of insurance shall be in a form reasonably acceptable to the City and shall be obtained from a company, or companies, duly licensed to do business in the state of New York and shall name the Parks Department and the City of New York as parties insured thereunder, and shall provide that in the event of modification or cancellation thereof the Parks Department shall be notified at least sixty (60) days in advance thereof. Two (2) duplicate certificates of insurance shall be delivered to the Parks Department for approval as to form prior to the commencement of

maintenance on any portion of the POS. The Department of Parks shall, within thirty (30) days of receipt of such certificates, notify Developer either that such certificates are acceptable or that such certificates will be acceptable if certain specified changes are made.

X. NO DISCRIMINATION

The Developer shall not discriminate against any employee, applicant for employment or anyone desiring to attend or participate for employment or anyone desiring to attend or participate in the Developer's activities or progress or to use the POS because of race, creed, religion, color, sex, age, national origin, sexual orientation or affectional preference.

XI. PROCUREMENT OF AGREEMENT

a. The Developer represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. The Developer further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The Developer makes such representations and warranties to induce the City to enter into this Agreement and

the City relies upon such representations and warranties in the execution hereof.

b. For a breach or violation of such representations or warranties, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and the Developer shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for the falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

XII. CONFLICT OF INTEREST

The Developer represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. The Developer further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the City or Department, nor any person whose salary is payable, in whole or in part, from the

City Treasury, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

XIII. INVESTIGATION CLAUSE

The parties to this Agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license related to the construction or operation and maintenance of the POS that is the subject of the investigation, audit or inquiry.

a. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the at-

tendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

b. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination or as otherwise permitted by law, in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the state, or any political subdivision thereof or any local development corporation within the City, then;

c. The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the

parties involved to determine if any penalties should attach for the failure of a person to testify.

d. If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph f. below without the City incurring any penalty or damages for delay or otherwise.

e. The penalties which may attach after a final determination pursuant to such hearing by the commissioner or agency head may include but shall not exceed:

(i) the disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(ii) The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the

notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

f. The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including, but not limited to, the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity

and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject and its contracts, leases, permits or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in any entity subject to penalties under paragraph e. above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in paragraph c. above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

g. (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

h. In addition to and notwithstanding any other provision of this agreement the commissioner or agency head may in his or her sole discretion terminate this agreement upon not less than three (3) days written notice in the event Developer fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Developer, or affecting the performance of this contract.

XIV. CLAIMS AND ACTIONS THEREON

a. No action at law or proceeding in equity against any party to this Agreement shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement or in

any way connected with this Agreement unless the party bringing the action shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

b. No action shall lie or be maintained against the City by Developer upon any claims based upon this Agreement unless such action shall be commenced within two (2) years after the accrual of the Cause of Action unless a shorter limitations period is provided by law.

c. In the event any claim is made or any action brought in any way relating to the Agreement herein (except any claim made or action brought by the Developer, or any claim or any action brought by the City or any of its agencies or instrumentalities against the Developer) the Developer shall diligently render to the Department and/or the City of New York without compensation any and all assistance which the Department and/or the City of New York may require of the Developer.

d. The Developer shall report to the Department and the Department of Law in writing within three (3) working days of the initiation by or against the Developer of any legal action or proceeding in connection with or relating to this Agreement.

Schedule of Exhibits

EXHIBIT A	Metes and Bounds of Subject Property
EXHIBIT B	Certification of Substantial Completion
EXHIBIT C	Certification of Final Completion

Certificate No. 419200984

DESCRIPTION
METES AND BOUNDS

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is Tax Lot Number 1 in Block 1171 as shown on the Tax Map of the City of New York, New York County, and is more particularly described as follows:

Beginning at the corner formed by the intersection of the Northerly side of West 59th Street with the Westerly side of West End Avenue;

THENCE Northerly along the Westerly side of West End Avenue, 567 feet;

THENCE Northwesterly along a line which forms an angle on its Northerly side with West End Avenue of 75 degrees 16 minutes 43 seconds, 118 feet;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 128 degrees 12 minutes 34 seconds, 492 feet 10-1/2 inches to a point on curvature;

THENCE continuing Northerly along a curve to the right having a radius of 850 feet, a central angle of 21 degrees 36 minutes 47 seconds, 320 feet 7-5/8 inches;

THENCE Easterly along a radial line, 1 foot 0-3/4 inches;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 88 degrees 07 minutes 30 seconds, 366 feet 9-1/4 inches;

THENCE Northwesterly along a line which forms an angle on its Westerly side with the preceding course of 132 degrees 55 minutes 00 seconds, 2 feet 8 inches;

THENCE Northerly along a line which forms an angle on its Easterly side with the preceding course of 133 degrees 01 minutes 00 seconds, 23 feet 9-1/4 inches;

THENCE Easterly along a line which forms an angle on its Southerly side with the preceding course of 90 degrees 11 minutes 00 seconds, 4 feet 1 inch;

THENCE Northerly along a line which forms an angle on its Westerly side with the preceding course of 81 degrees 17 minutes 30 seconds, 13 feet 7-1/8 inches;

THENCE Easterly along a line which forms an angle on its Southerly side with the preceding course of 81 degrees 00 minutes 30 seconds, 35 feet 9-1/8 inches to the intersection of the Westerly side of Freedom Place with the Southerly side of West 66th Street;

THENCE Northerly on a curve to the right having a radius of 4967 feet 0 inches, a central angle of 2 degrees 09 minutes 29 seconds, 187 feet 0-7/8 inches along the Westerly side of Freedom Place to a point of tangency;

THENCE still Northerly along the Westerly side of Freedom Place, 930 feet 7-7/8 inches to the Northerly side of West 70th Street;

THENCE still Northerly along a prolongation Northerly of the Westerly side of

Freedom Place, 470 feet 11-3/4 inches to the Southerly side of West 72nd Street;

THENCE Westerly along the Southerly side of West 72nd Street, 443 feet 10 inches;

THENCE Southerly at right angles to the preceding course, 435 feet 2 inches;

THENCE Southwesterly along a line which forms an angle on its Westerly side of 161 degrees 33 minutes 54 seconds with the preceding course, 94 feet 10-3/8 inches to the Southerly line of West 70th Street, as said Street is located pursuant to Plans and Profiles prepared pursuant to Chapter 677, Laws of 1928, as amended and filed 10/29/29 in the Office of the Register of New York County as Map No. 2294, (the "Map No. 2294");

THENCE Westerly along the Southerly line of West 70th Street, as shown on Map No. 2294, 576 feet 8-3/8 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 69th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 69th Street, as shown on Map No. 2294, 541 feet 0-3/8 inches to a point in the United States modified Bulkhead Line approved by the Secretary of War, February 5, 1930 (the "1930 USBH Line");

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 69th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 69th Street, as shown on Map No. 2294, 539 feet 4 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 68th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 68th Street, as shown on Map No. 2294, 533 feet 7-7/8 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 68th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 68th Street, as shown on Map No. 2294, 531 feet 11-1/2 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 67th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 67th Street, as shown on Map No. 2294, 526 feet 3-1/2 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 67th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 67th Street, as shown on Map No. 2294, 526 feet 7-1/8 inches to the Easterly line of 13th Avenue, as shown on Map No.

☆ SO IN ORIGINAL

2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 66th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 66th Street, as shown on Map No. 2294, 518 feet 11 inches to the 1930 USBH Line;

THENCE Southerly along the 1930 USBH Line, 60 feet 0 inches to the Southerly line of West 66th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 66th Street, as shown on Map No. 2294, 517 feet 2-3/4 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 65th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 65th Street, as shown on Map No. 2294, 511 feet 6-5/8 inches to the United States Bulkhead Line approved by the Secretary of War, 3/26/27 (the "1927 USBH Line");

THENCE Southerly along the 1927 USBH Line, 320 feet 10 inches to the Southerly line of West 64th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 64th Street, as shown on Map No. 2294, 502 feet 5-7/8 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 63rd Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 63rd Street, as shown on Map No. 2294, 496 feet 9-3/4 inches to the 1927 USBH Line;

THENCE Southerly along the 1927 USBH Line, 320 feet 10 inches to a point;

THENCE Southerly along the bulkhead line established by the Board of Commissioners of The Central Park pursuant to Chapter 697 of the Laws of 1867 and identified on Map filed in the Office of the Register of New York County as Map #685 (the "1867 NYBH Line"), 201 feet 1-5/8 inches to a point in the United States Bulkhead Line approved by the Secretary of War, 7/31/41 (the "1941 USBH Line") and the Northerly line of West 61st Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 61st Street, as shown on Map No. 2294, and the 1941 USBH Line, 38 feet 10-1/2 inches;

THENCE Southerly along the 1941 USBH Line, 60 feet 0 inches to the Southerly line of West 61st Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 61st Street, as shown on Map No. 2294, 38 feet 6-3/4 inches to the 1867 NYBH Line;

THENCE Southerly along the 1867 NYBH Line, 201 feet 1-5/8 inches to the Northerly line of West 60th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 60th Street, as shown on Map No. 2294, 24 feet 5-1/4 inches to the 1941 USBH Line;

THENCE Southerly along the 1941 USBH Line, 60 feet 0 inches to the Southerly line of West 60th Street, as shown on Map No. 2294;

THENCE Westerly along the Southerly line of West 60th Street, as shown on Map No. 2294, 523 feet 0-/18 inches to the Easterly line of 13th Avenue, as shown on Map No. 2294;

THENCE Southerly along the Easterly line of 13th Avenue, as shown on Map No. 2294, 200 feet 11 inches to the Northerly line of West 59th Street, as shown on Map No. 2294;

THENCE Easterly along the Northerly line of West 59th Street, as shown on Map No. 2294, and along the Northerly line of West 59th Street, 1567 feet 4 inches to the point or place of BEGINNING.

EXHIBIT B

CERTIFICATION OF

SUBSTANTIAL COMPLETION

[Letterhead of the

Commissioner of Parks]

[Date]

Manhattan Borough Superintendent
New York City
Department of Buildings
[Address]

Re: Block 1171, Lot ____
Manhattan

Dear [ ]

This letter constitutes a certification of Substantial Completion of the _____ pursuant to Section 2.03 of a certain Maintenance and Operation Agreement between Penn Yards Associates and the City of New York dated as of October ____, 1992 (the "Agreement"). Subject to all other applicable laws, rules, regulations and requirements, a temporary certificate of occupancy may be issued for the relevant floor area.

Undefined capitalized terms shall have the meaning set forth in the Agreement.

Yours very truly,

_____
Commission of Parks

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

EXHIBIT C

CERTIFICATION OF

FINAL COMPLETION

[Letterhead of the
Commissioner of Parks]

[Date]

Manhattan Borough Superintendent
New York City
Department of Buildings
[Address]

Re: Block 1171, Lot 1
Manhattan

Dear [ ]

This letter constitutes a certification of Final Completion of a certain Maintenance and Operation Agreement between Penn Yards Associates and the City of New York dated as of October ____, 1992 (the "Agreement").

Undefined capitalized terms shall have the meaning set forth in the Agreement.

Yours very truly,

_____
Commissioner of Parks

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE TO THE CERTIFICATION BEING ISSUED]

REEL 1934 PG 0392

PennYdsRestrictiveDec/Ver#15

41-43-8247L

PENN YARDS ASSOCIATES

RESTRICTIVE DECLARATION

DATED AS OF DECEMBER 17, 1992

DOC. VER.
Y TAX MAP

NEW YORK COUNTY
BLOCK 1171, LOT 1

TICOR TITLE GUARANTEE
1211 AVE. OF THE AMERICAS
28th FLOOR
NEW YORK, N.Y. 10036-8701

(1)

RECORD AND RETURN TO:

ROSENMAN & COLIN
575 MADISON AVENUE
NEW YORK, NEW YORK 10022
ATTN: SAMUEL H. LINDENBAUM, ESQ.

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PennYdsRestrictiveDec/Ver#15

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

On this 17th day of December, 1992, before me personally came DONALD J. TRUMP to me known, who, being by me duly sworn, did depose and say that he has an address at 725 Fifth Avenue in New York, New York; that he is a general partner of Penn Yards Associates, a New York limited partnership, the partnership described in and which executed the above instrument; and that he signed his name thereto, as the act and deed of said partnership being duly authorized so to do by the general partners therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of office this 17th day of December, 1992.

Ellen Warren
Notary Public

My commission expires:

ELLEN WARREN
Notary Public, State of New York
No. 31-4647374
Qualified in New York County
Commission Expires July 31, 1993

REEL 1934 PG 0396

XV. MERGER

This written Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

IN WITNESS WHEREOF, this Agreement has been duly executed by the City and Developer as of the day and year first above written.

PENN YARDS ASSOCIATES

By: _____

CITY OF NEW YORK DEPARTMENT OF PARKS AND RECREATION

By: _____

REEL 1934 PG 0391

93 JAN -6 PM 1:42

S-1

B-877

0284

1993 JAN -6 PM 1:42

R+R

See Front Page

D-CONV 496933 $877.00

WAIVER OF EXECUTION OF SPECIAL PERMIT DOCUMENTATION

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), having an office at 1 Chase Manhattan Plaza, New York, New York 10081 ("Mortgagee"), as holder of the mortgages (collectively, the "Mortgages") described on Exhibit A attached hereto encumbering the fee estate of Penn Yards Associates in Block 1171, Lot 1 on the Tax Map of The City of New York (the "Subject Property"), as more particularly described in the Mortgages, and a "party-in-interest" (as defined in subdivision (c) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time), with respect to the Property,

(i) hereby waives its right to execute, and consents to the execution, delivery and recordation of, a certain Restrictive Declaration, dated as of December 17, 1992, executed by Penn Yards Associates, together with all documents, plans and other materials attached as Exhibits to such Restrictive Declaration (the Restrictive Declaration, together with all such documents, plans and other materials, being collectively called the "Special Permit Documentation"), such Special Permit Documentation being ~~in the form attached hereto as Exhibit B~~ recorded simultaneously herewith; and

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(ii) hereby agrees that the Mortgages and the liens thereof, and any amendments, extensions, renewals, modifications, severing or splitter agreements or consolidations of any of the Mortgages, shall in all respects be subject and subordinate to the Special Permit Documentation.

IN WITNESS WHEREOF, the undersigned has executed this Waiver as of this 17 day of December, 1992.

THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)

By: _____
Vice President

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

On this 17 day of December, 1992, before me personally came THOMAS E MAHER, to me known, who being by me duly sworn, did depose and say that he has an address at 1 Chase Manhattan Plaza, New York, New York; that he is the Vice President of **THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION)**, the corporation described in and which executed the attached instrument; and that he signed his name by order of the Board of Directors of said corporation.

Jane Hayes
NOTARY PUBLIC

JANE HAYES
Notary Public, State of New York
No. 31-4959312
Qualified in New York County
Commission Expires November 27, 19

JANE HAYES
Notary Public, State of New York
No. 31-4959312
Qualified in New York County
Commission Expires November 27, 1993

Exhibit A

[Description of Mortgages]

1. Mortgage from Lincoln West Associates ("Lincoln West") and Masovi Corporation to The Chase Manhattan Bank, N.A. ("Chase") dated September 17, 1982 in the principal amount of $16,700,000 which was recorded on September 21, 1982 with the Office of City Register, New York County (the "Office") in Reel 639, page 1685, upon which a mortgage recording tax of $575,750 was paid.

2. Mortgage from Lincoln West to Chase dated December 8, 1982 in the principal amount of $33,300,000 which was recorded on December 9, 1982 with the Office in Reel 653, page 1927, upon which a mortgage recording tax of $749,250 was paid.

Mortgages 1 and 2 above were consolidated to form a single lien of $50,000,000 by a Mortgage Consolidation and Spreader Agreement between Chase and Lincoln West dated December 8, 1982 which was recorded on December 10, 1982 in Reel 654, page 320. Mortgages 1 and 2, as consolidated, were modified by a Mortgage Modification Agreement between Chase and Penn Yards Associates ("Penn"), dated January 14, 1985, which was recorded on January 16, 1985 with the Office in Reel 867, page 331.

3. Mortgage from Lincoln West to Chase dated September 2, 1983 in the principal amount of $1,440,400 which was recorded on September 2, 1983 with the Office in Reel 715, page 488, upon which a mortgage recording tax of $32,409 was paid.

Mortgage 3 was modified by a Mortgage Modification Agreement between Chase and Penn, dated January 14, 1985, and recorded on January 16, 1985 with the Office in Reel 867, page 221.

4. Mortgage from Lincoln West to Chase dated October 13, 1983 in the principal amount of $11,030,105.77 which was recorded on October 17, 1983 with the Office in Reel 727, page 747, upon which a mortgage recording tax of $248,177 was paid.

Mortgage 4 was modified by a Mortgage Modification Agreement between Chase and Penn, dated January 14, 1985 and recorded on January 16, 1985 with the Office in Reel 867, page 385.

5. Mortgage from Lincoln West to Chase dated December 2, 1983 in the principal amount of $7,638,056.66 which was recorded on December 3, 1983 with the Office in Reel 742, page 1109, upon which a mortgage recording tax of $171,457.25 was paid.

Mortgage 5 was modified by a Mortgage Modification Agreement between Chase and Penn, dated January 14, 1985, and recorded on January 16, 1985 with the Office in Reel 867, page 166.

6. Mortgage from Lincoln West to Chase dated December 2,

1983 in the principal amount of $4,059,437.57 which was recorded in December 6, 1983 with the Office in Reel 742, page 1148, upon which a mortgage recording tax of $91,336.50 was paid.

Mortgage 6 was modified by a Mortgage Modification Agreement between Chase and Penn dated January 14, 1985, and recorded on January 16, 1985 with the Office in Reel 867, page 276.

7. Mortgage dated January 14, 1985 from Penn to Chase in the principal amount of $10,832,000 and recorded on January 16, 1985 with the Office in Reel 867, page 440 with mortgage recording tax paid in the amount of $243,720.00.

8. Mortgage, Assignment of Leases and Rants and Security Agreement from Penn to Chase dated June 24, 1988 in the original principal amount of $115,000,000 and recorded on July 7, 1988 with the Office in Reel 1426, page 2453, upon which a mortgage recording tax of $2,587,500 was paid.

The mortgages above were modified by a Mortgage Consolidation and Spreader Agreement between Chase and Penn dated June 29, 1988 and recorded on July 7, 1988 with the Office in Reel 1426, Page 2492.

9. Mortgage, dated as of August 8, 1990, from Penn to Chase in the principal amount of $9,000,000 and recorded on August 27, 1990 with the Office in Reel 1724, page 112.

10. Mortgage, dated as of August 8, 1990, from Penn to Chase in the principal amount of $4,739,613.89 and recorded on August 27, 1990 with the Office in Reel 1724, Page 152.

11. Mortgage Modification Agreement, dated as of August 8, 1990, from Penn to Chase recorded on August 27, 1990 with the Office in Reel 1726, Page 253.

REEL 1934 PG 0402

41-52-82476

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THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

WAIVER OF EXECUTION OF
SPECIAL PERMIT DOCUMENTATION

NEW YORK COUNTY
BLOCK 1171, LOT 1

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DOC. VER.
BY TAX MAP

TICOR TITLE GUARANTEE
1211 AVE. OF THE AMERICAS
28th FLOOR
NEW YORK, N.Y. 10036-8701

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NEW YORK COUNTY

OFFICE OF THE CITY REGISTER
93 JAN -6 PM 1:47

WITNESS MY HAND
AND OFFICIAL SEAL
CITY REGISTER

RECORD AND RETURN TO:

ROSENMAN & COLIN
575 MADISON AVENUE
NEW YORK, NEW YORK 10022
ATTN: SAMUEL H. LINDENBAUM, ESQ.

0-CONV 496935
$25.00

1993 JAN -6 PM 1:47