

74-79 LPC Report  
Checklist and Questionnaire

Address of Landmark: **4 St. Marks Place**

Name of Landmark: **Hamilton-Holly House**

Name of Historic District, if relevant: **N/A**

Location (between Streets/Aves): **North side of St. Marks Place btw 3<sup>rd</sup> and 2<sup>nd</sup> Ave.**

Block and Lot Numbers: **Block 463, Lot 11**

Address of Development Site: **3 St. Marks Place**

Location (between Streets/Aves): **South side of St. Marks Place btw 3<sup>rd</sup> and 2<sup>nd</sup> Ave.**

Block and Lot Numbers: **Block 464, Lots 1,3,& 59**

Applicant (Developer)

Name: **REEC St. Marks LP**  
Contact Person: **Brandon Miller**  
Telephone: **212 682-2121**  
Email: **brandon@reec-ny.com**

Attorney

Name: **Valerie Campbell, Kramer Levin**  
Telephone: **212 715-9183**  
Email: **vcampbell@kramerlevin.com**

Architect - 1

Name: **Morris Adjmi, MA Architects**  
Telephone: **212 982-2020**  
Email: **Ma@ma.com**

### Project Information:

Please give overview of Application/Project:

The Applicant is requesting the Landmarks Preservation Commission (the "LPC") to issue a report to the City Planning Commission pursuant to Section 74-79 of the New York City Zoning Resolution to facilitate the construction of a ten-story building (the "Proposed Development") located at 3 St. Mark's Place in Manhattan. The special permit would (a) allow a transfer of 8,386 square feet of development rights from the zoning lot located at 4 St. Mark's Place (which is occupied by the Hamilton-Holly House (the "Landmark"), an individual landmark, and (b) modify the provisions of ZR Section 33-432 to allow the Proposed Development to penetrate the maximum front wall height and sky exposure plane within the 20-foot initial setback distance on St. Mark's Place. This waiver allows for a better relationship to the adjacent buildings on St. Marks Place and allows for better office floorplates.

As a condition of the special permit, the owner of the Landmarks Building has agreed to undertake additional work—more expansive in scope than the originally approved work—to restore the Landmark Building to a sound, first-class condition, and to thereafter implement a cyclical maintenance plan for the Building. These commitments will be set forth in a restrictive declaration, binding upon the owner and its successor and assigns in perpetuity, implementing the approved continuing maintenance program.

Similar to Section 74-711 applications, this is a two-step review process which requires an application to LPC requesting a report pursuant to Section 74-79 followed by an application to the CPC for the special permit. In its report, LPC will comment on the restoration work and continuing maintenance plan as well as the manner in which the requested waiver of the otherwise applicable height and setback regulations contributes to a harmonious relationship between the Landmark and the Proposed Development. LPC is not reviewing the actual work on the Landmark because this work has been previously reviewed and approved. After the special permit application is filed with CPC and certified pursuant to ULURP, the request for 74-79 Special Permit will be referred back to the Community Board for the second step in the review.

# ATTENTION RESIDENTS & NEIGHBORS

**REEC St. Marks LP**

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(Property Owner Name)

**Section 74-79 Report Application to the  
Landmarks Preservation Commission for  
4 St. Marks Place (Landmark) & 3 St. Marks Place (New Building)**

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(Landmark Address)

**This applicant is seeking approval to**

The Applicant is requesting the Landmarks Preservation Commission (the "LPC") to issue a report to the City Planning Commission pursuant to Section 74-79 of the New York City Zoning Resolution to facilitate the construction of a ten-story building (the "Proposed Development") located at 3 St. Mark's Place in Manhattan. The special permit would (a) allow a transfer of 8,386 square feet of development rights from the zoning lot located at 4 St. Mark's Place (which is occupied by the Hamilton-Holly House (the "Landmark"), an individual landmark, and (b) modify the provisions of ZR Section 33-432 to allow the Proposed Development to penetrate the maximum front wall height and sky exposure plane within the 20-foot initial setback distance on St. Mark's Place.

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(Brief Description of Proposed Work)

**There will be an opportunity for public comment on**

**Wednesday February 13**

**at 6:30 P.M.**

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(Date)

**at**

**JASA/Green Residence- 200 East 5<sup>th</sup> Street at Bowery**

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(Meeting Address)

**At COMMUNITY BOARD 3**

**Landmarks Committee Meeting**

**info@cb3manhattan.org- www.cb3manhattan.org**

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**REEC St. Mark LP , 212 682-1212, brandon@reec-ny.com**

(Applicant Contact Information)

# Kramer Levin



**Valerie Campbell**

Partner

T 212-715-9183

F 212-715-8252

VCampbell@KRAMERLEVIN.com

1177 Avenue of the Americas

New York, NY 10036

T 212.715.9100

F 212.715.8000

**January 30, 2019**

Via Hand Delivery

Cory S. Herrala  
Acting Director, Preservation  
Landmarks Preservation Commission  
Municipal Building  
One Centre Street, 9th Floor North  
New York, NY 10007

Re: Holly-Hamilton House ("Landmark")  
4 St. Marks Place, Manhattan  
(Block 463, Lot 1)

Dear Cory:

I am submitting an application for a Report pursuant to Zoning Resolution Section 74-79 to facilitate the transfer of 8,386 square feet of development rights from the Landmark to a proposed ten-story office building to be located at 4 St. Marks Place (Block 463, Lots 1, 3 and 59) (the "New Building"). The special permit also requests a modification of the height and setback regulations for the New Building. We would like to be calendared for the March 5, 2019 Public Hearing. The application materials include the Presentation and a draft Restrictive Declaration.

Please let me know if you have any questions.

Very truly yours,

  
Valerie Campbell

VC:rlf

cc: Paul Salib  
Brandon Miller - Real Estate Equities Corporation  
Morris Adjmi - Morris Adjmi Architects  
Efrain Perez - SWA Architecture  
Mark Silberman, Esq. - Landmarks Preservation Commission



**STAFF USE ONLY**

LPC DOCKET #:

DATE RECEIVED:

STAFF:

ACTION: PMW

CNE

COFA

REPORT OTHER:

WORK TYPE:

**APPLICATION FORM FOR WORK ON DESIGNATED PROPERTIES**

**INSTRUCTIONS FOR FILING**

A complete application includes this form ("Application Form") and materials needed to describe the project and its effect on the landmark property. Please read the instructions of this form carefully, and provide all the information requested for ALL 6 sections. LPC staff uses this information to determine if the application meets LPC's rules for approval by staff or will require a review by the full Commission at a Public Hearing. Failure to submit complete applications with required materials will result in delays in the review and processing of your application.

Filing may be done by mail or in person to:

**ATTN: New Applications, Municipal Building, 1 Centre Street, 9<sup>th</sup> Floor North, New York, NY 10007.**

**I. PROPERTY INFORMATION**

ADDRESS: 4 St. Marks Place

FLOOR/APT. #:

BOROUGH: Manhattan

BLOCK: 463

LOT: 11

COMMUNITY BOARD: 3

ZONING: C6-1

**II. PROPOSED WORK (CHECK ALL THAT APPLY)**

**INTERIOR ALTERATIONS**

☐ INTERIOR ALTERATIONS ☐ PLACE OF ASSEMBLY, NO WORK PROPOSED

☐ RECREATE MISSING ARCHITECTURAL FEATURES

☐ LL11 EXTERIOR REPAIRS (check all that apply):

☐ Street façade ☐ Side or rear façade/roof

**RESTORATION & OTHER FAÇADE WORK**

☐ OTHER EXTERIOR REPAIRS (check all that apply):

☐ Street façade ☐ Side or rear façade/roof

**HEATING, VENTILATION & AIR  
CONDITIONING EQUIPMENT**

☐ WINDOW/HVAC EQUIPMENT: ☐ Street façade ☐ Rear or side façade

☐ THRU-WALL HVAC EQUIPMENT: ☐ Street façade ☐ Rear or side façade

☐ OTHER MECHANICAL EQUIPMENT: ☐ Wall mounted ☐ Yard ☐ Roof ☐ Exterior Generator

**WINDOW & DOOR WORK**

☐ REPLACE WINDOWS (check all that apply): ☐ Street façade ☐ Rear or side façade

☐ NEW WINDOW OPENING (check all that apply): ☐ Street façade ☐ Rear or side façade

☐ REPLACE DOOR (NEW) or MODIFY DOOR

☐ ROOFTOP ADDITION (check all that apply):

☐ Mechanical Equipment, Stair or Elevator Bulkhead ☐ Occupiable ☐ Solar

**ADDITIONS & NEW CONSTRUCTION**

☐ REAR YARD ADDITION (check all that apply):

☐ Deck ☐ Occupiable ☐ New Building

**STOREFRONTS**

☐ INFILLS ☐ LIGHTING ☐ SIGNAGE ☐ AWNINGS ☐ SECURITY GATE

☐ EXCAVATION (check all that apply): ☐ Underpinning ☐ No Underpinning

☐ SIDEWALK PAVING (check all that apply): ☐ Concrete ☐ Stone ☐ Tree Pit

☐ SUBSURFACE UTILITIES (check all that apply): ☐ Residential ☐ Other

☐ STREET PAVING/STREET BEDWORK

**EXCAVATIONS, SIDEWALKS AND  
SITEWORK**

**OTHER**

☐ TEMPORARY INSTALLATIONS: ☐ Sign ☐ Other

☐ NEW UNENCLOSED SIDEWALK CAFÉ ☐ SIDEWALK CAFÉ LICENSE

☐ LEGALIZE OR CORRECT LPC VIOLATION ☐ FENCES AND GATES

☐ BARRIER FREE ACCESS (ADA)

☒ OTHER (Describe): Request for report pursuant to ZR Sec. 74-79

**III. ADDITIONAL INFORMATION**

Are you filing to correct or legalize work done without an LPC permit? ☒ NO ☐ YES If Yes, Warning Letter/NOV#:

Are you filing for a signoff or to amend a permit? ☒ NO ☐ YES If Yes, Docket #:

Are you applying to any of the following? ☐ NO ☒ Dept. Of Buildings ☒ City Planning ☐ Board of Standards and Appeals

Is there a facade easement on the property? ☒ NO ☐ YES (please provide contact information for easement holder)



**IV. ATTACH MATERIALS NEEDED TO COMPLETE THE APPLICATION**

Descriptive materials will usually have to be submitted to complete the application. Required materials include documentation that explains the existing and proposed conditions, and clearly illustrates how the proposed work does or does not meet LPC Rules. LPC Rules and guides are available on the website: [www.nyc.gov/landmarks](http://www.nyc.gov/landmarks). Depending on the type of work proposed these materials may include drawings, photographs, photo-montages, material samples and written specifications.

For a complete list of materials required for the most common work types, please refer to the **Permit Application Guide** as you complete the application: [www.nyc.gov/html/lpc/downloads/pdf/pubs/App\\_Guide\\_Complete\\_Version.pdf](http://www.nyc.gov/html/lpc/downloads/pdf/pubs/App_Guide_Complete_Version.pdf). An application that includes all of the required materials can often be expedited. Incomplete submissions will cause delays.

This application will not be deemed complete until it is so certified by the landmarks preservation commission. You may contact the LPC if you need information about the application process, details about the types of drawings or other materials that may be required, or for general guidance: Tel: (212) 669-7817/ E-mail: [info@lpc.nyc.gov](mailto:info@lpc.nyc.gov).

**An application may be completed by the owner, tenant, lessee, co-op shareholder, architect, engineer, contractor, or other individual or firm. Please list all relevant contacts below, and check the primary contact.**

**V. CONTACT INFORMATION (Landmark Site)**

**TENANT/LESSEE/CO-OP SHAREHOLDER**

☐ **PRIMARY CONTACT**

Name:	Company/Corporation/Organization:	
Address:	City & State:	Zip:
Phone:	E-mail:	

**ARCHITECT/ENGINEER/CONTRACTOR (Landmark Site)**

☐ **PRIMARY CONTACT**

Name: Efrain Perez	Company/Corporation/Organization: SWA Architecture	
Address: 11 Park Place, Suite 817	City & State: New York, NY	Zip: 10007
Phone: 212-932-7566	E-mail: <a href="mailto:eperez@swaarchitecture.com">eperez@swaarchitecture.com</a>	

**PERSON FILING APPLICATION (Landmark Site)**

☒ **PRIMARY CONTACT**

Name: Valerie G. Campbell	Company/Corporation/Organization: Kramer Levin Naftalis & Frankel LLP	
Address: 1177 Avenue of the Americas	City & State: New York, NY	Zip: 10104
Phone: 212-715-9183	E-mail: <a href="mailto:vcampbell@kramerlevin.com">vcampbell@kramerlevin.com</a>	

**VI. OWNER'S INFORMATION, CONSENT, AND SIGNATURE (Landmark Site)**

I am the owner of the above-listed property, the Landmark Site. For applications for work on or in a cooperative or condominium building, the "owner" is the Co-op Board or Condominium Association. An officer of the Co-op Board or Condominium Association must sign this application. I am familiar with the work proposed to be carried out on my property and give my permission for this application to be filed. The information entered is correct and complete, to the best of my knowledge.

**IMPORTANT: The managing agent of a cooperative or condominium association must be an officer of the board to sign this application**

NAME Paul Salib

TITLE (if applicable) Principal

COMPANY, CORPORATION, OR ORGANIZATION (if applicable) CRP 4 St. Marks Place A LLC, CRP 4 St. Marks Place B LLC, CRP 4 St. Marks Place C LLC, CRP 4 St. Marks Place D, LLC

MAILING ADDRESS 1841 Broadway, Suite 811 CITY, STATE, ZIP CODE New York, NY 10023

PHONE 212-776-1914 E-MAIL psalib@castellanre.com

  
SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE

<b>VII. CONTACT INFORMATION (Receiving Site)</b>		
<b>TENANT/LESSE/CO-OP SHAREHOLDER</b>		<input type="checkbox"/> <b>PRIMARY CONTACT</b>
Name:	Company/Corporation/Organization:	
Address:	City & State:	Zip:
Phone:	E-mail:	
<b>ARCHITECT/ENGINEER/CONTRACTOR (Receiving Site)</b>		<input type="checkbox"/> <b>PRIMARY CONTACT</b>
Name: Morris Adjmi	Company/Corporation/Organization: Morris Adjmi Architects	
Address: 60 Broad Street, 32 <sup>nd</sup> Floor	City & State: New York, NY	Zip: 10001
Phone: 212-982-2020	E-mail: ma@ma.com	
<b>PERSON FILING APPLICATION (Receiving Site)</b>		<input checked="" type="checkbox"/> <b>PRIMARY CONTACT</b>
Name: Valerie G. Campbell	Company/Corporation/Organization: Kramer Levin Naftalis & Frankel LLP	
Address: 1177 Avenue of the Americas	City & State: New York, NY	Zip: 10036
Phone: 212-715-9183	E-mail: vcampbell@kramerlevin.com	
<b>VIII. OWNER'S INFORMATION, CONSENT, AND SIGNATURE (Receiving Site)</b>		
<p>I am the owner of the Receiving Site, which property is designated as Block 464, Lots 1, 3, and 59 on the Tax Map of New York City, and by the street address 3 St. Marks Place, New York, NY 10003. For applications for work on or in a cooperative or condominium building, the "owner" is the Co-op Board or Condominium Association. An officer of the Co-op Board or Condominium Association must sign this application. I am familiar with the work proposed to be carried out on my property and give my permission for this application to be filed. The information entered is correct and complete, to the best of my knowledge.</p>		
<p><b>IMPORTANT: The managing agent of a cooperative or condominium association must be an officer of the board to sign this application</b></p>		
NAME <u>Brandon Miller</u>		
TITLE (if applicable): <u>Director</u>		
COMPANY, CORPORATION, OR ORGANIZATION (if applicable) <u>REEC ST MARKS LP</u>		
c/o Real Estate Equities Corporation,		
MAILING ADDRESS <u>18 East 48<sup>th</sup> Street, Penthouse</u> CITY, STATE, ZIP CODE <u>New York, NY 10017</u>		
PHONE <u>212-682-2121</u> E-MAIL : <u>Brandon@reec-ny.com</u>		
 SIGNATURE OF OWNER OR AUTHORIZED REPRESENTATIVE		

# LPC Application

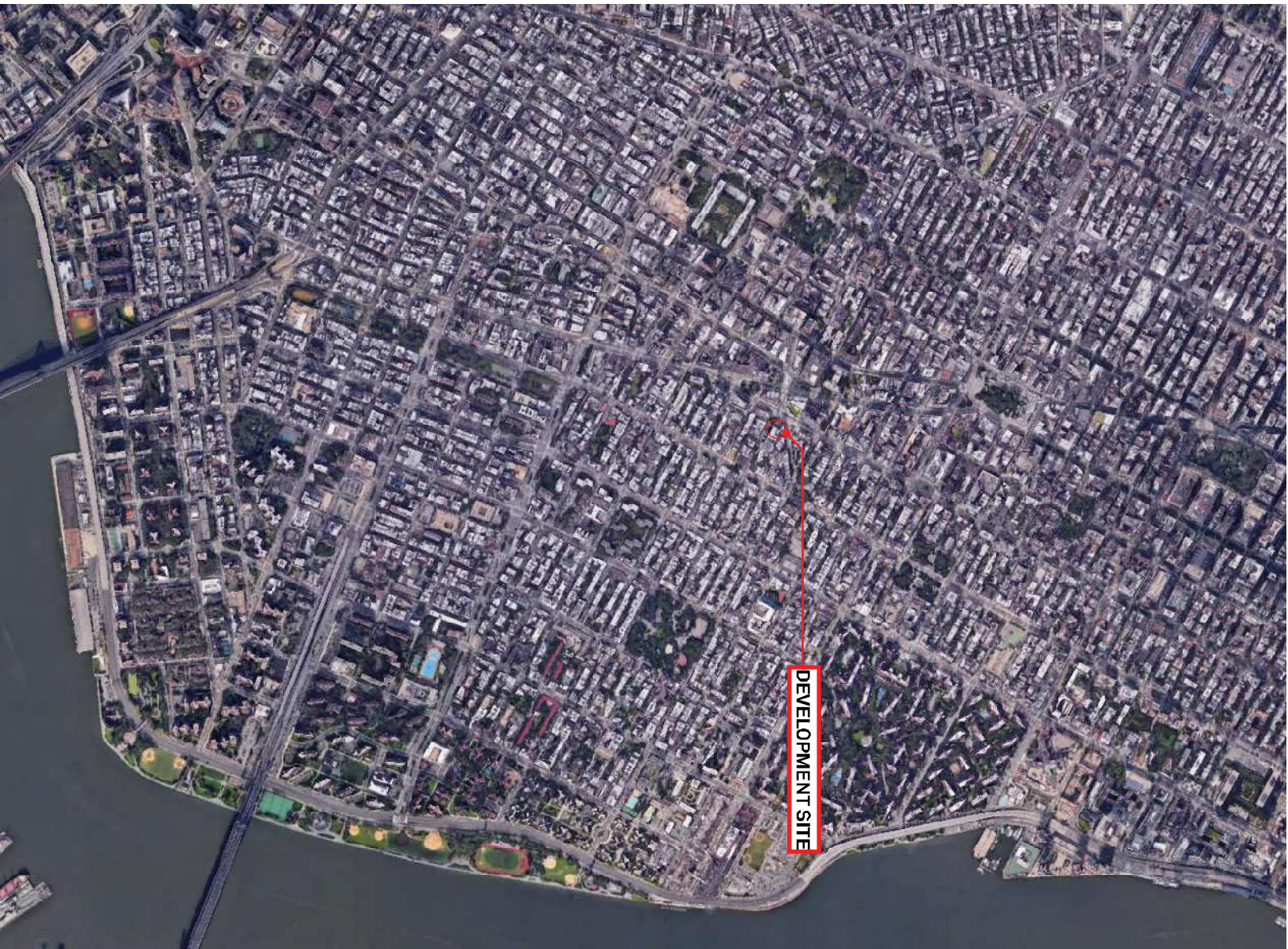
18 January 2019

**3 Saint Marks Place**  
New York, NY10003  
REEC St Marks LP



Morris Adjmi Architects  
[www.ma.com](http://www.ma.com)





Morris Adjimi Architects  
www.ma.com

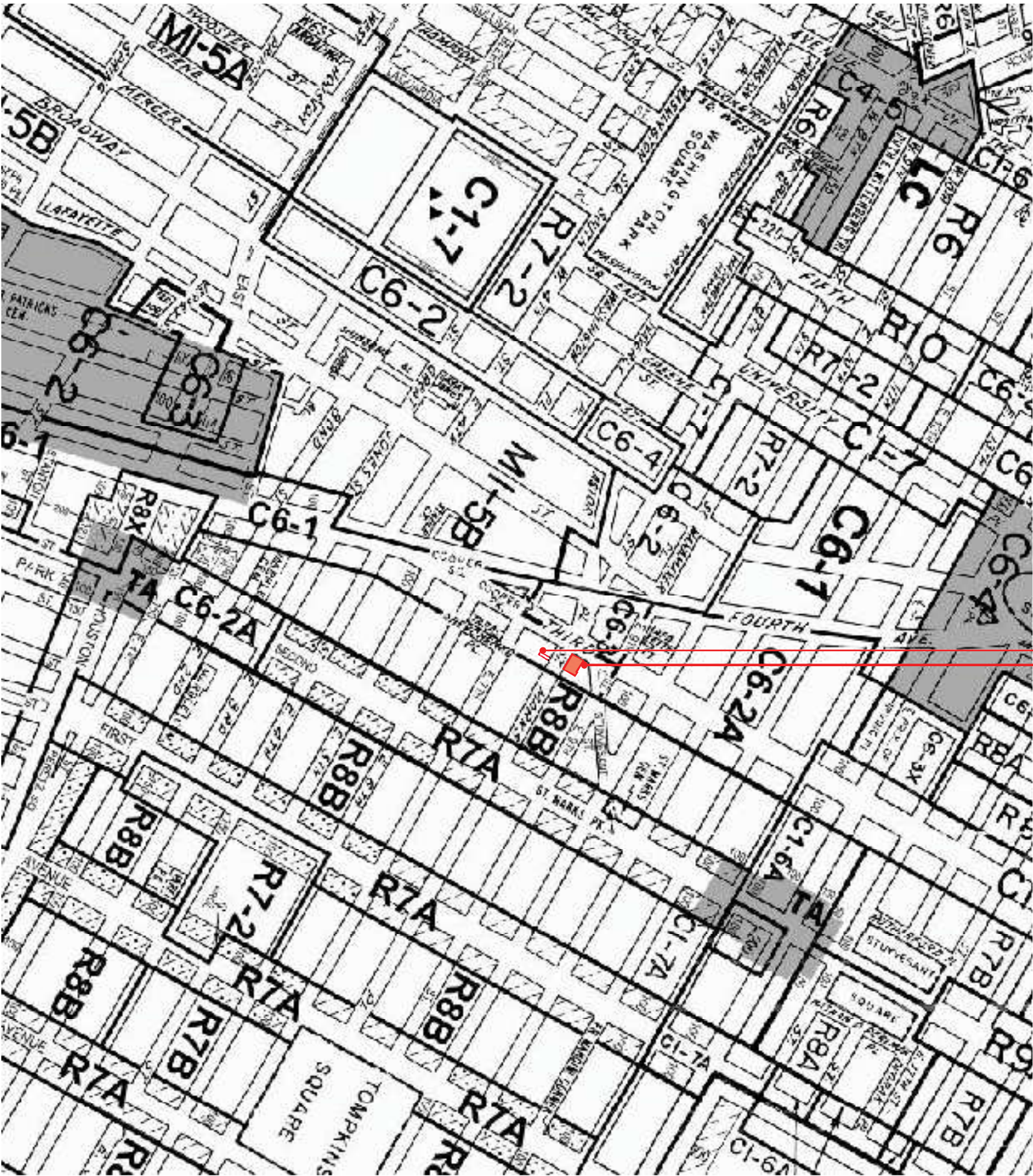
3 Saint Marks Place  
REEC St Marks LP

Project Area Location  
LPC Application / 18 January 2019



LANDMARK

DEVELOPMENT SITE



ZONING MAP 12C (PARTIAL)

LANDMARK

DEVELOPMENT SITE



ZONING MAP 12C (ENLARGED)



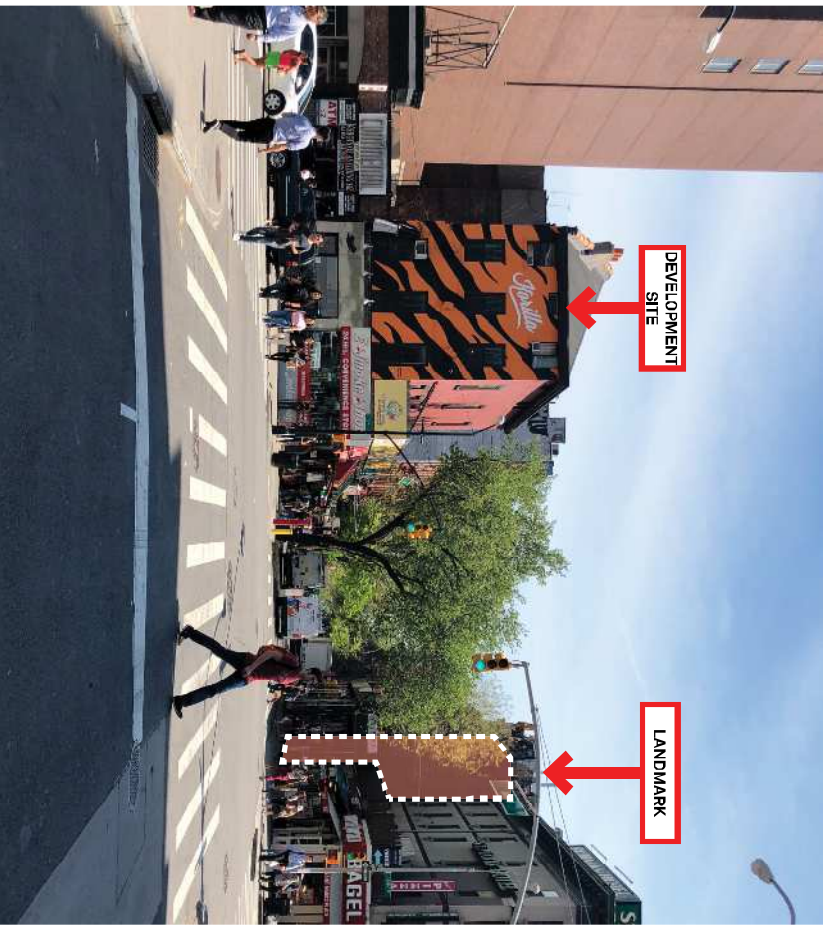
Morris Adjmi Architects  
www.ma.com

3 Saint Marks Place  
RECC St Marks LP

Existing Zoning Map

LPC Application / 18 January 2019

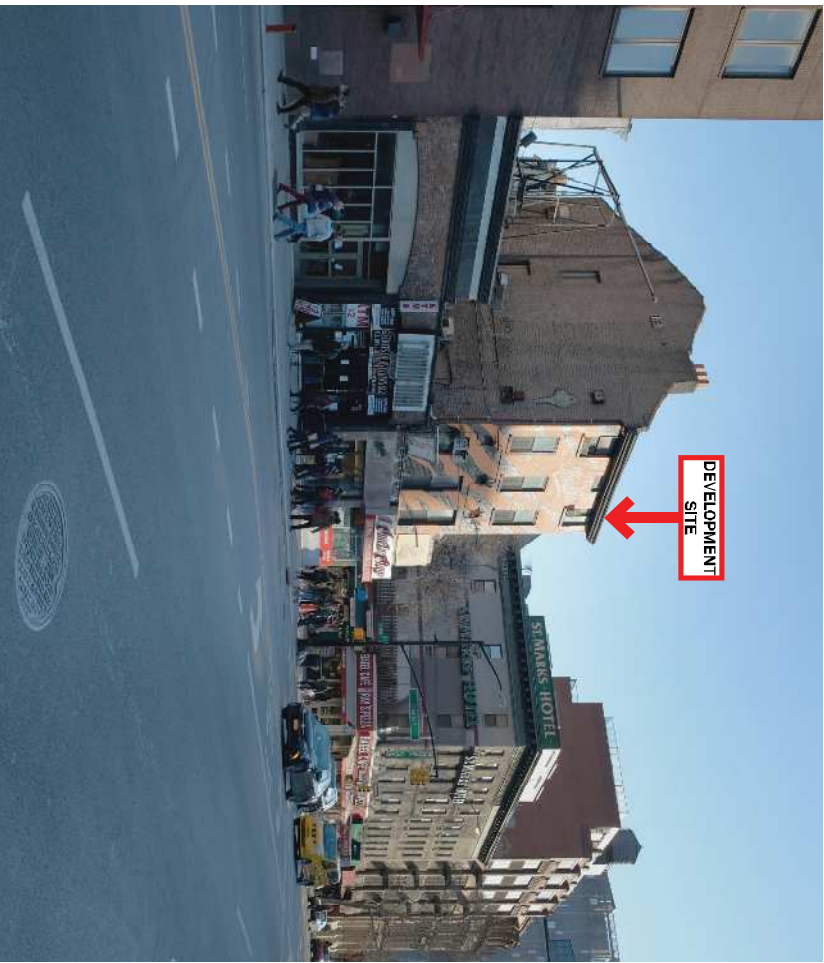




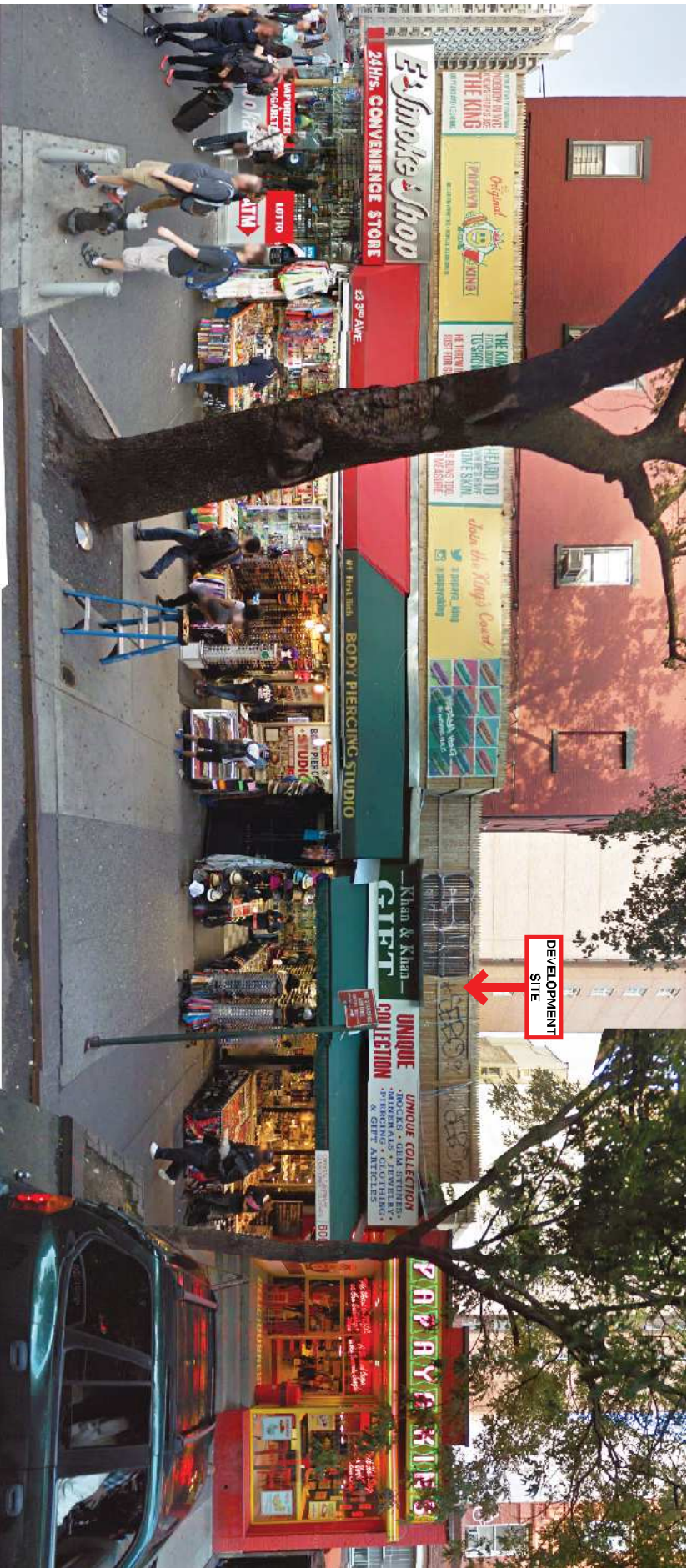
1 East View on 8th Street



2 NE view on 3rd Avenue



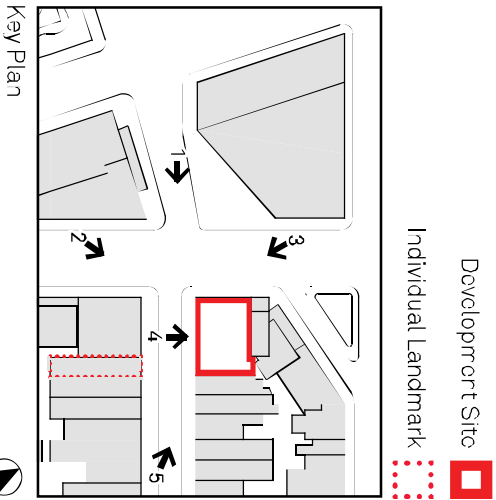
3 SE view on 3rd Avenue



4 North View on Saint Marks Place



4 SW View on Saint Marks Place







1 SE View on Saint Marks Place



2 SW View on Saint Marks Place



3 South view on Saint Marks Place



4 NW View on Saint Marks Place from Landmark Site

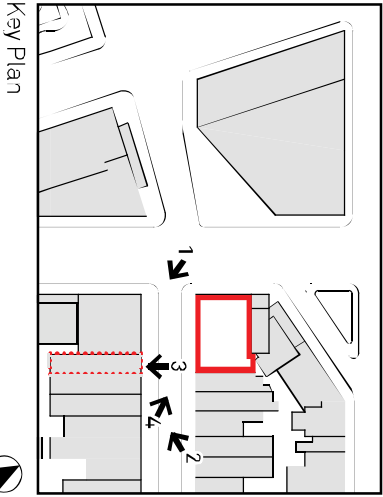


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3 Saint Marks Place  
REEC St Marks LP

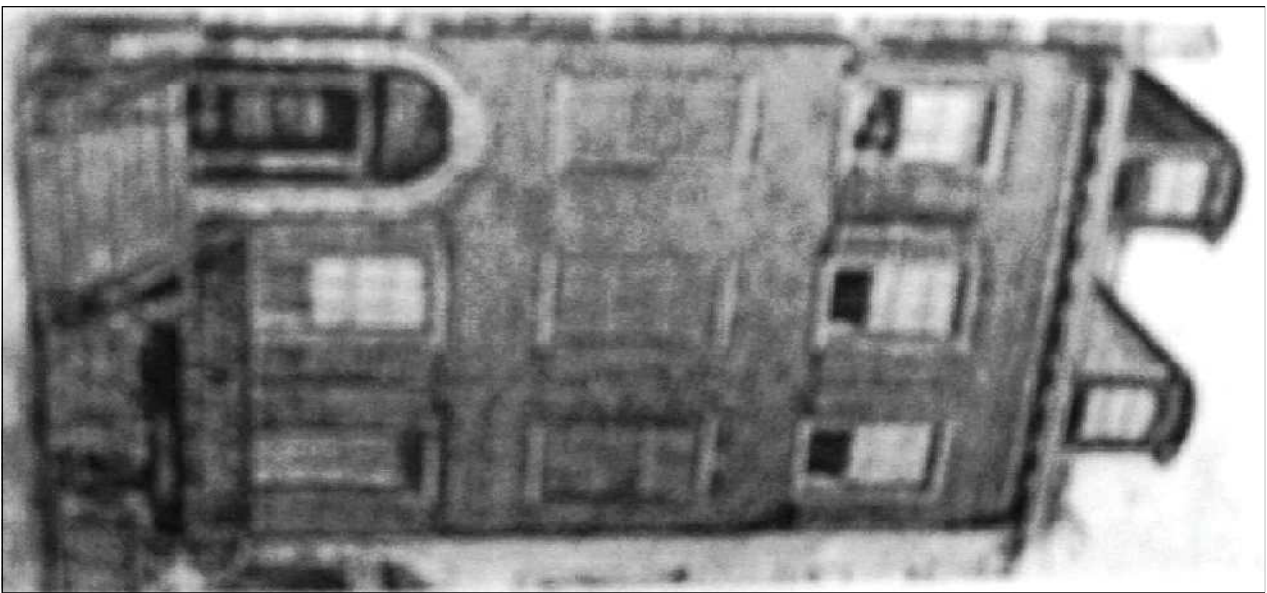
## Street Views - Landmark Site

LPC Application / 18 January 2019



Development Site  
Individual Landmark





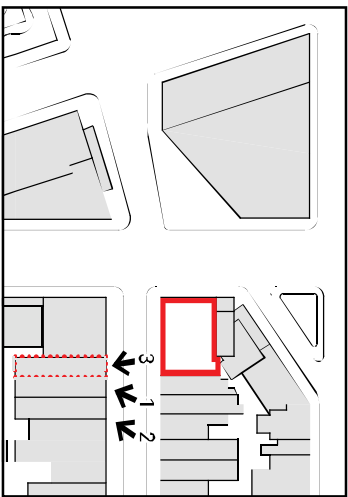
**1** 6 St. Mark's Place (1831)  
*James Fenimore Cooper (M.E. Phillips, 1913)*



**2** Hamilton Holly House (1831)  
4 St. Mark's Place  
ca. 1940 tax photo



**3** Hamilton-Holly House (1831)  
4 St. Mark's Place  
ca. 1980 tax photo



Key Plan

Development Site  
Individual Landmark

MA

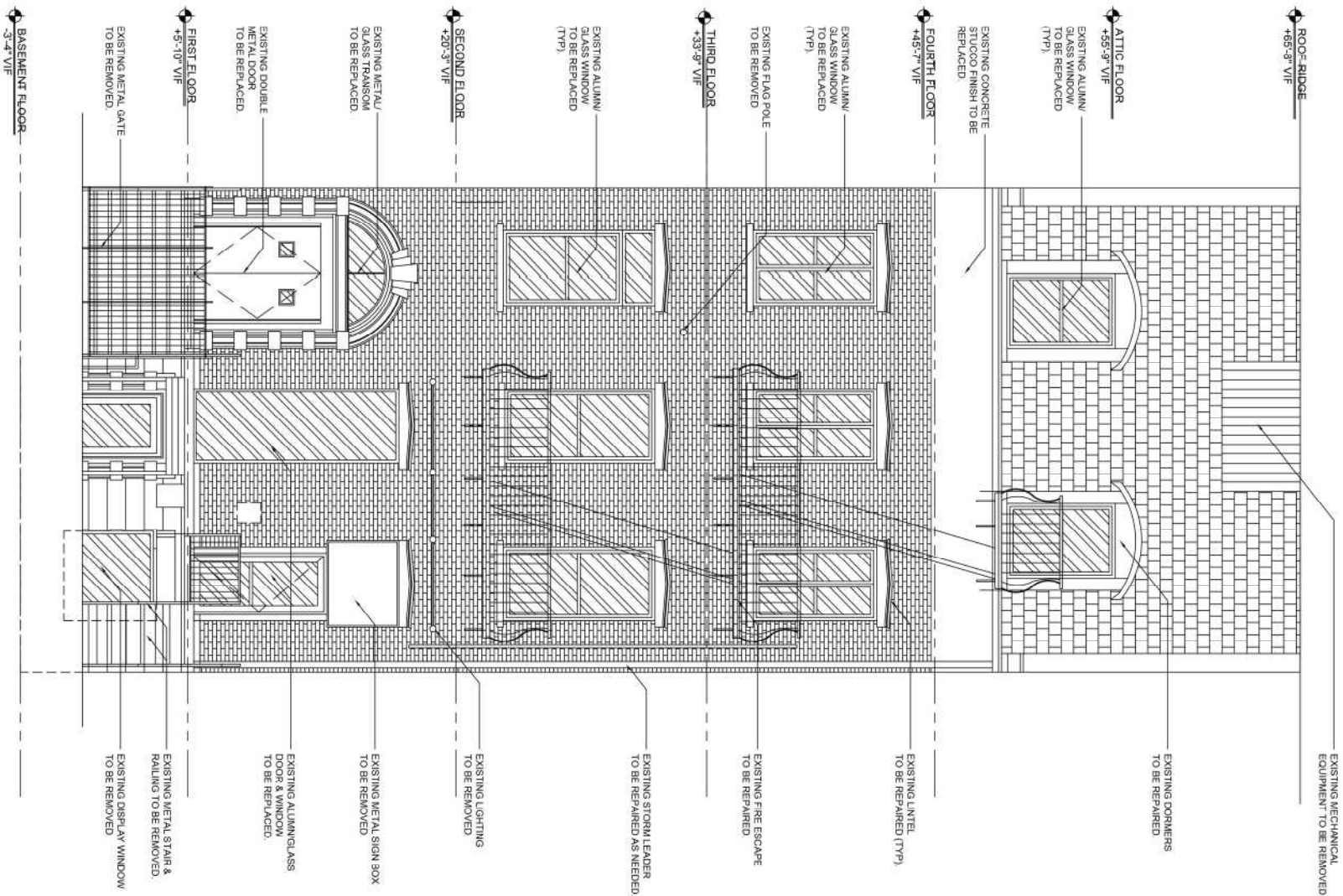
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3 Saint Marks Place  
REEC St Marks LP

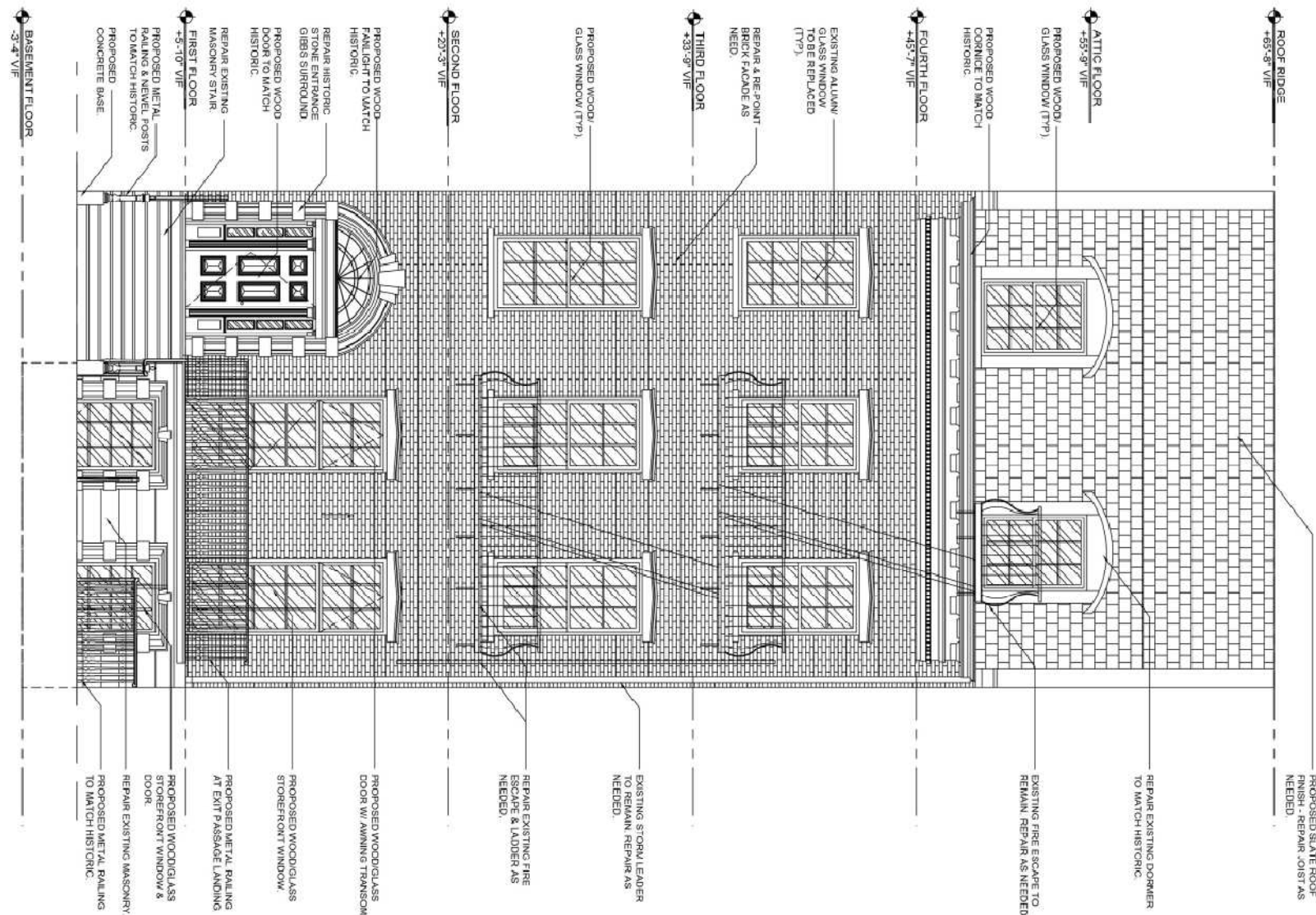
## Historic and Tax Photos - Landmark Site

LPC Application / 18 January 2019





1 Hamilton Holly House - Existing Front Elevation  
(Source: SWA Architecture)



2 Hamilton Holly House - Proposed Front Elevation  
(Source: SWA Architecture)





Besement entry with roll-down gates



Non-historic sloop and roll-down gates

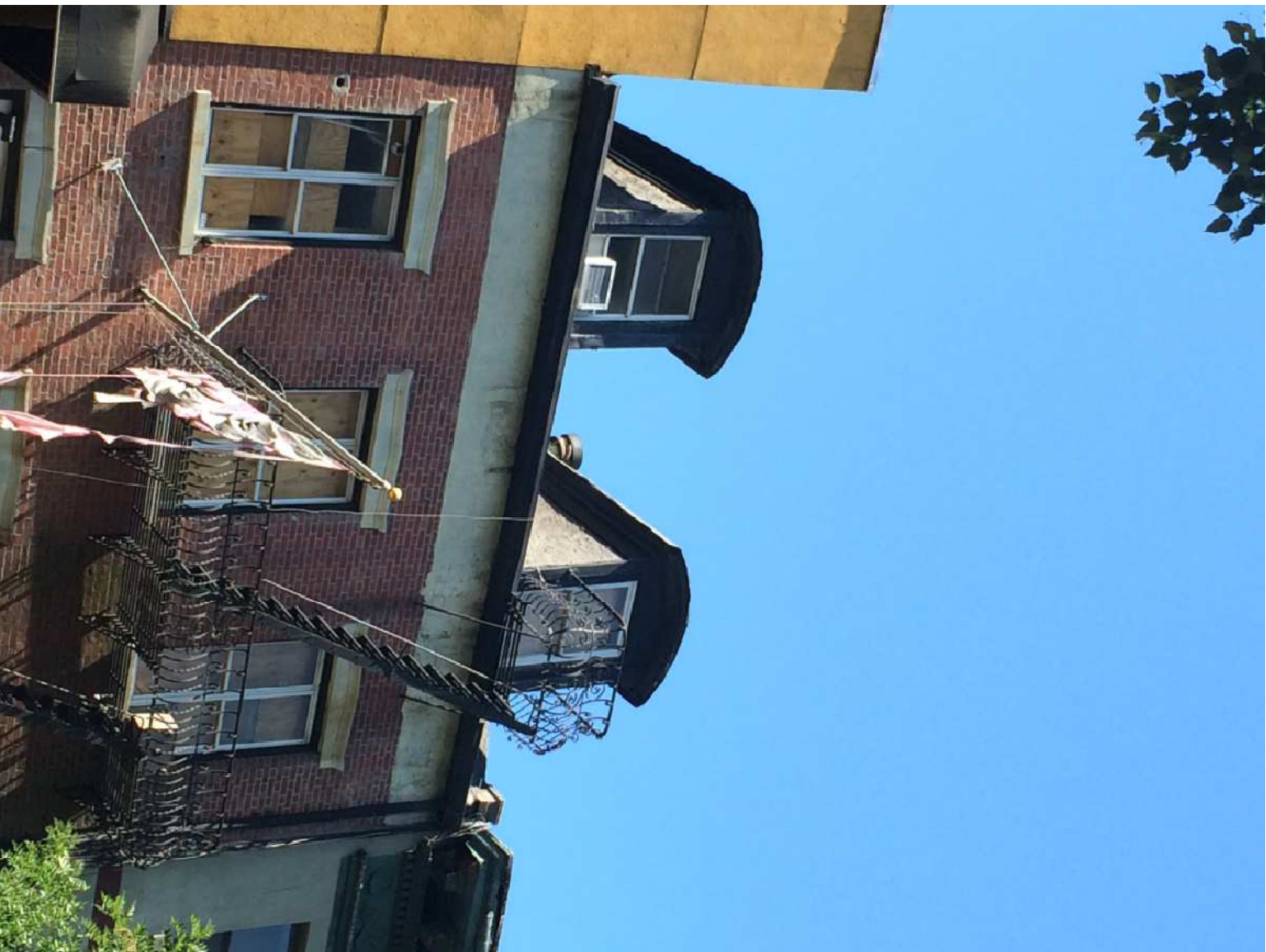


Gibbs surround, during paint removal and cleaning



Gibbs surround, before restoration





Roof and cornices



Asphalt shingles at front roof and dormers



Non-matching pointing and open joints at brick, parlor floor



Condition of brick and marble lintels



Condition of brick and marble lintels



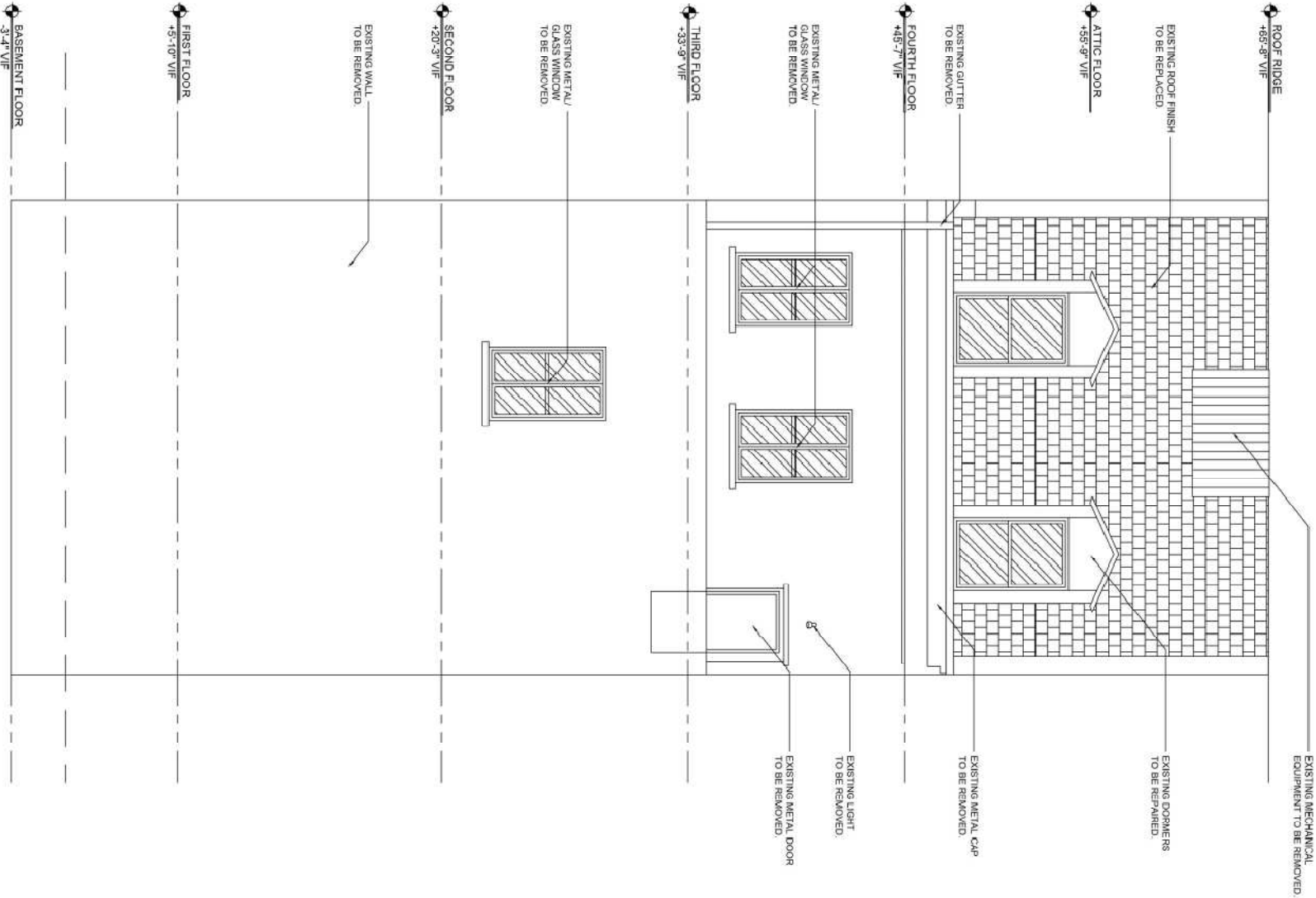
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REEC St Marks LP

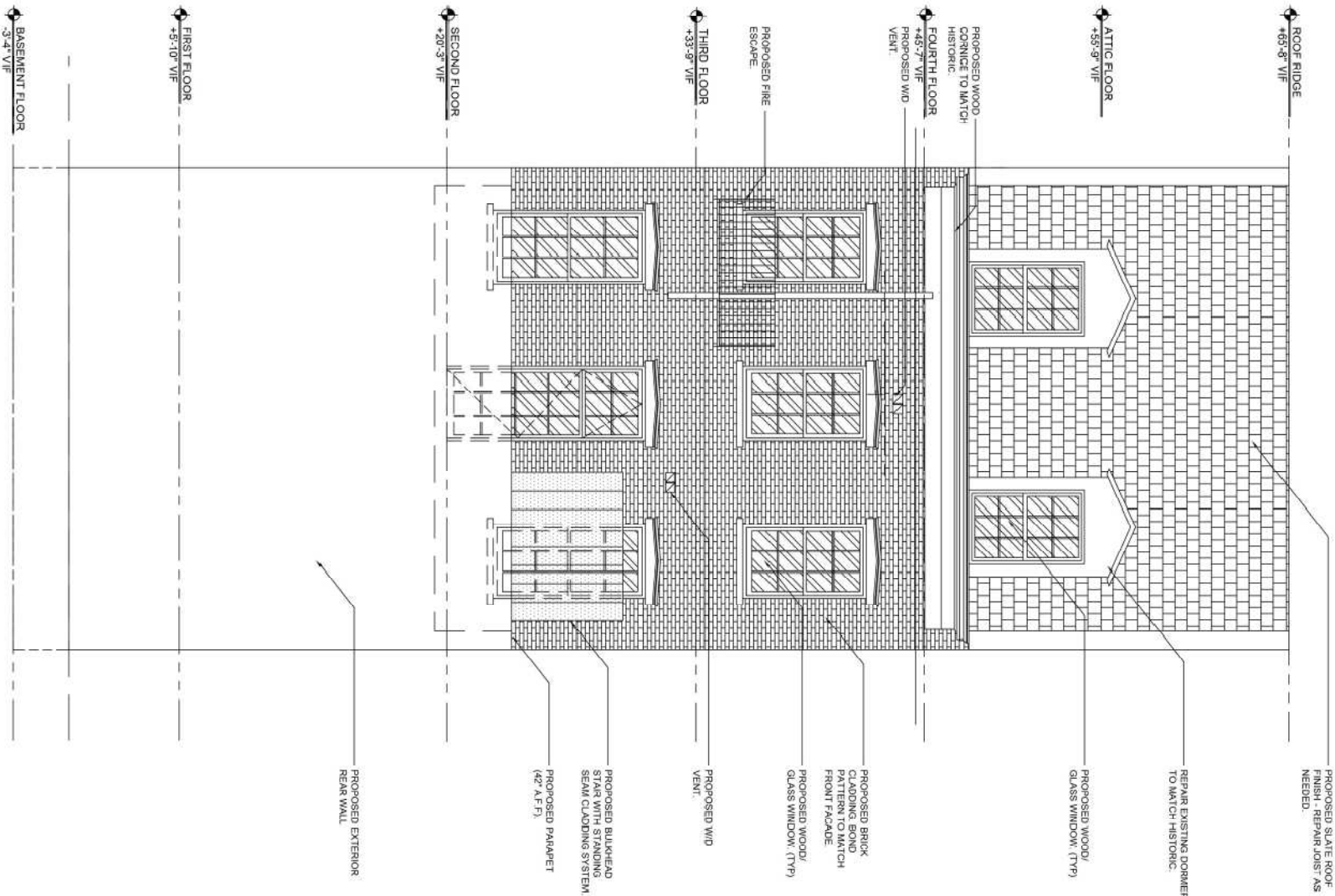
# Existing Conditions - Front Facade

LPC Application / 18 January 2019





**1** Hamilton Holly House - Existing Rear Elevation  
(Source: SWA Architecture)



**2** Hamilton Holly House - Proposed Rear Elevation  
(Source: SWA Architecture)

# Existing Conditions & Proposed Restoration- Landmark Site

MA

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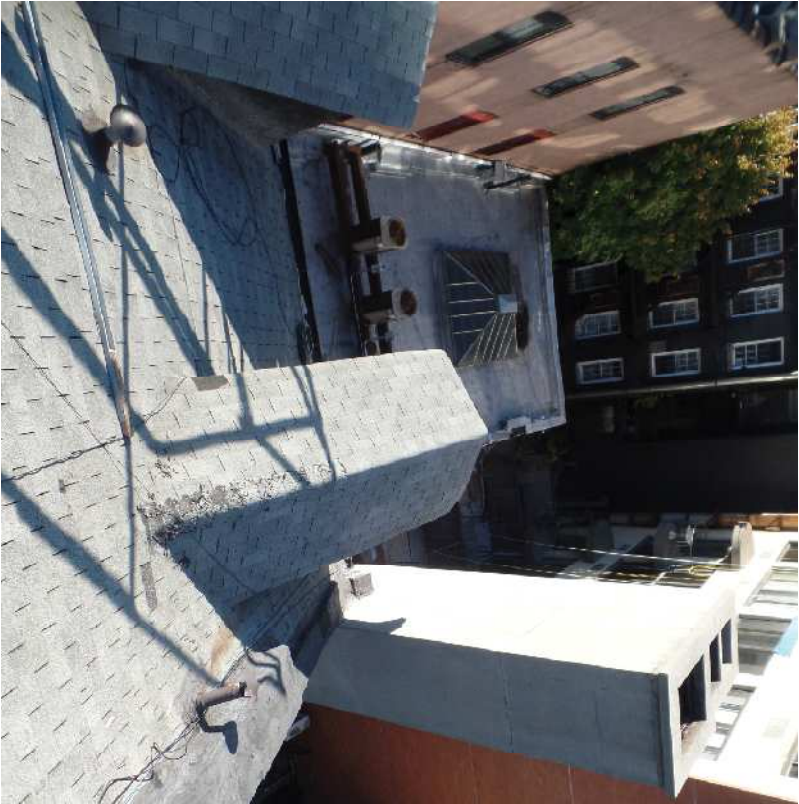
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Rear facade, before work



Asphalt shingles at rear roof and dormers



Rear dormer



Rear facade, during reconstruction



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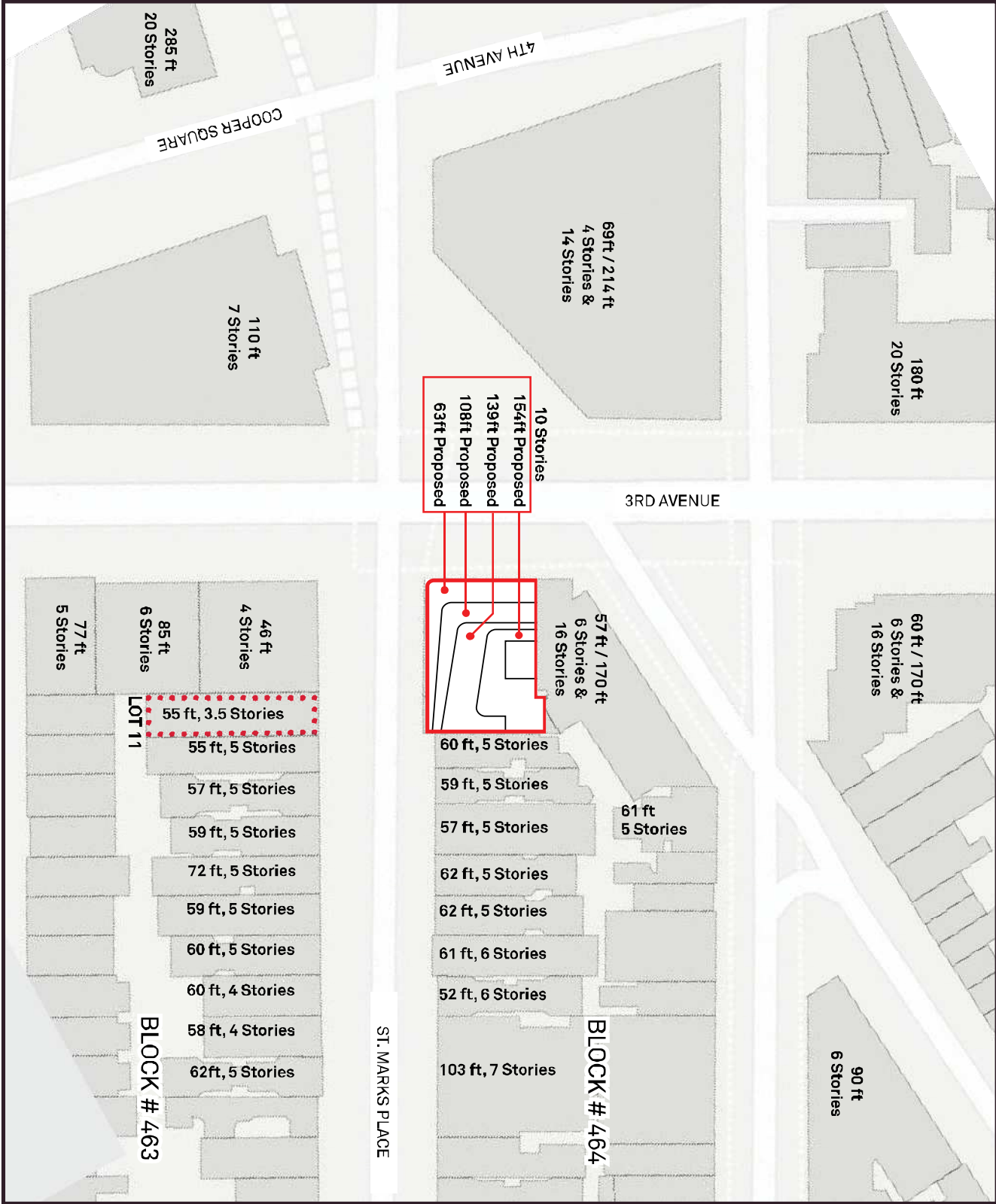
3 Saint Marks Place  
REEC St Marks LP

Existing Conditions - Rear Facade  
LPC Application / 18 January 2019





BLOCK: 464  
TAX LOTS: 1, 3, 59



DEVELOPMENT SITE



INDIVIDUAL LANDMARK



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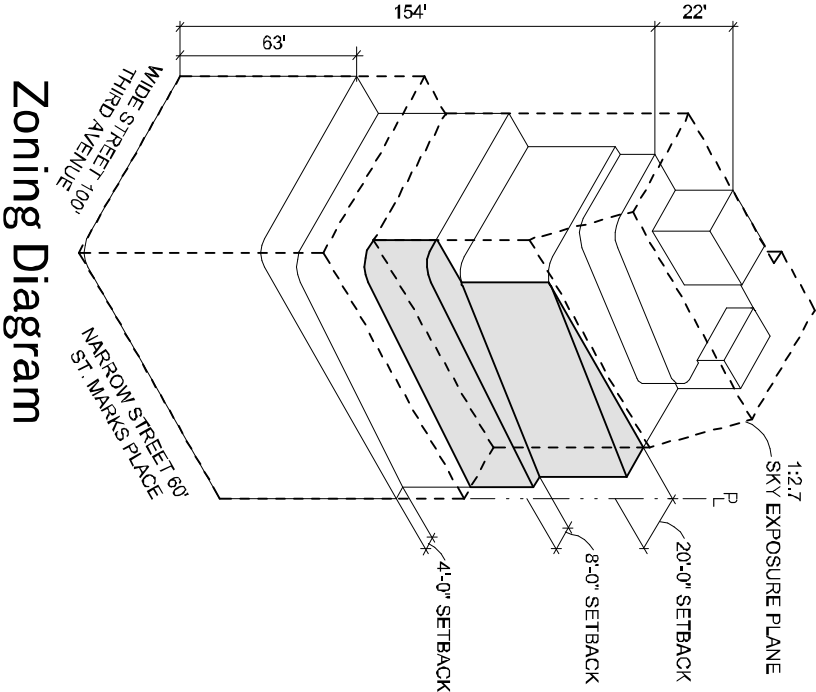
3 Saint Marks Place  
REEC St Marks LP

Context Maps with Building Heights  
LPC Application / 18 January 2019

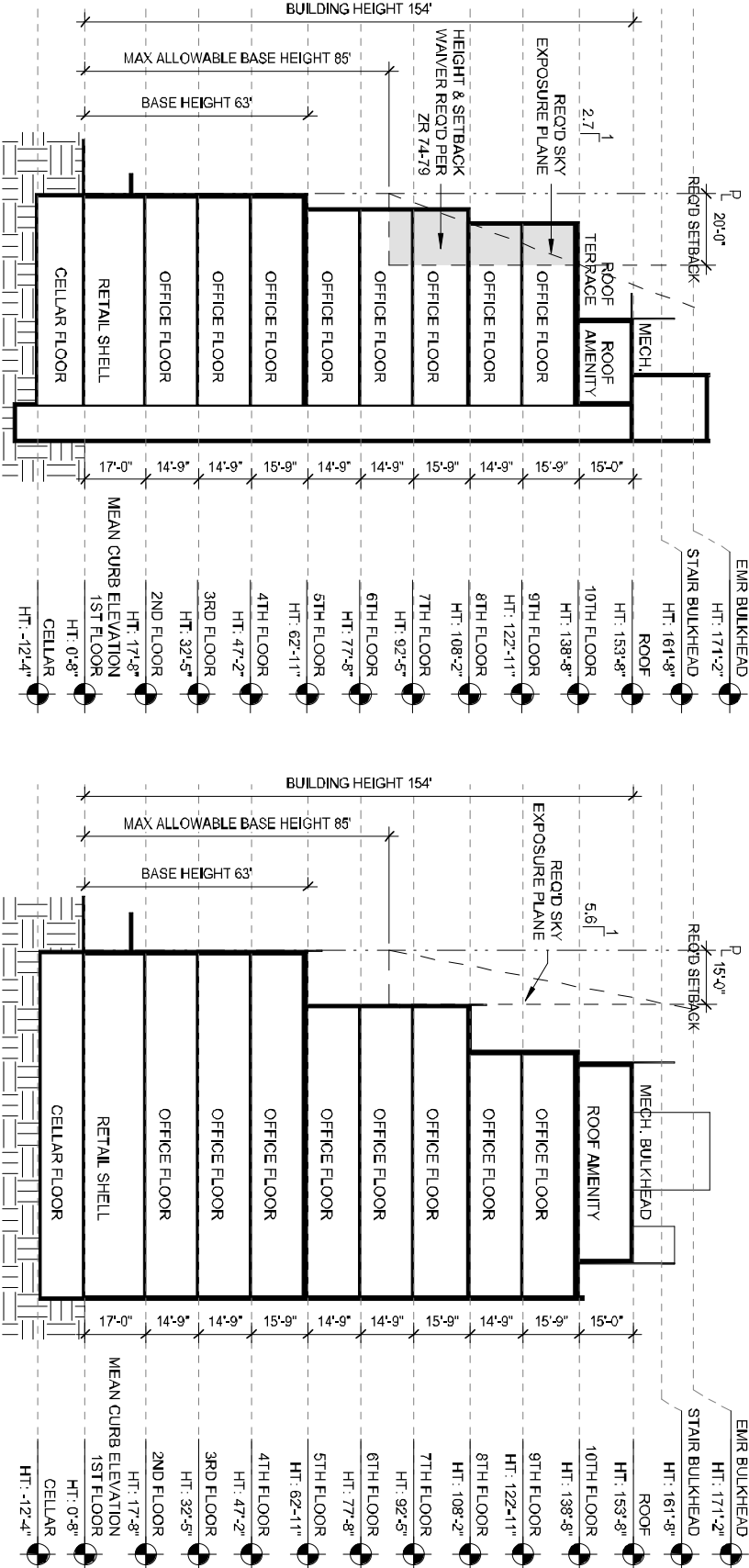


Special Permit Pursuant to ZR Section 74-79 to:

- 1. Transfer approximately 8,386 SF from a landmark site to an adjacent lot.
- 2. Modify the height and setback regulations of ZR Section 33-432.



Zoning Diagram



North-South Section

East-West Section

SITE DATA	
ADDRESS:	3 ST. MARKS PLACE
BLOCK:	464
LOTS:	1, 3, 59
LOT DIMENSIONS (APPROX.):	70' X 98' IRR.
LOT AREA (APPROX.):	6,988 SF (6,921 SF PER CITY DATA)
ZONING MAP:	12c
ZONING DISTRICTS:	CG-1
SPECIAL DISTRICT:	NONE
OTHER ZONING DESIGNATIONS:	NONE
LANDMARK/HISTORIC DISTRICT:	NO
COMMUNITY DISTRICT:	6 (MN)
STREET FRONTAGE:	3RD AVE (WIDE); ST. MARKS PL. (NARROW)
FLOOD HAZARD:	NO
COASTAL ZONE:	NO
IE DESIGNATION:	NONE

ZONING SUMMARY - OFFICE W/ GROUND FLOOR RETAIL	
USE REGULATIONS	
RESIDENTIAL:	1-2
COMMUNITY FACILITY:	3-4
COMMERCIAL:	5-12

FLOOR AREA & LOT COVERAGE REGULATIONS	
LOT AREA:	6,988 SF
MAX. COMMERCIAL FAR :	6.00
MAX. COMMERCIAL FA:	41,928 SF
MAX. COMMERCIAL FAR WITH ZR 74-79 TRANSFER:	7.20
MAX. COMMERCIAL FA W/ ZR 74-79 TRANSFER:	50,314 SF
MAX. LOT COVERAGE:	N/A

LANDMARK SITE	
LOT AREA:	3,120 SF
MAX. COMMERCIAL FAR:	6.00
MAX. COMMERCIAL FA:	18,720 SF
EXISTING FA TO REMAIN:	10,074 SF
AVAILABLE FA BY TDR:	8,646 SF
MAX PERMITTED PER 74-79:	8,386 SF (20% MAX. ZFA OF ZONING LOT)

HEIGHT, SETBACK, & YARD REGULATIONS <sup>1</sup>	
MAX. BASE HEIGHT:	LESSER OF 85FT OR 6 STORIES
MIN. REQ'D SETBACK:	15' <sup>2</sup> , 20' <sup>3</sup>
SKY EXPOSURE PLANE @ 85 FT:	1:5.6 <sup>2</sup> , 1:2.7 <sup>3</sup>
MIN. REQ'D REAR YARD:	NONE <sup>4</sup>

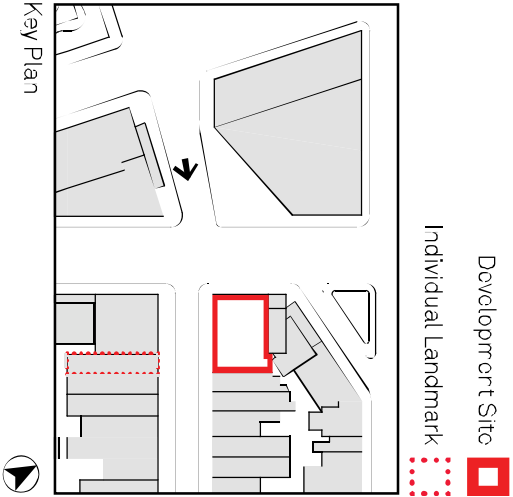
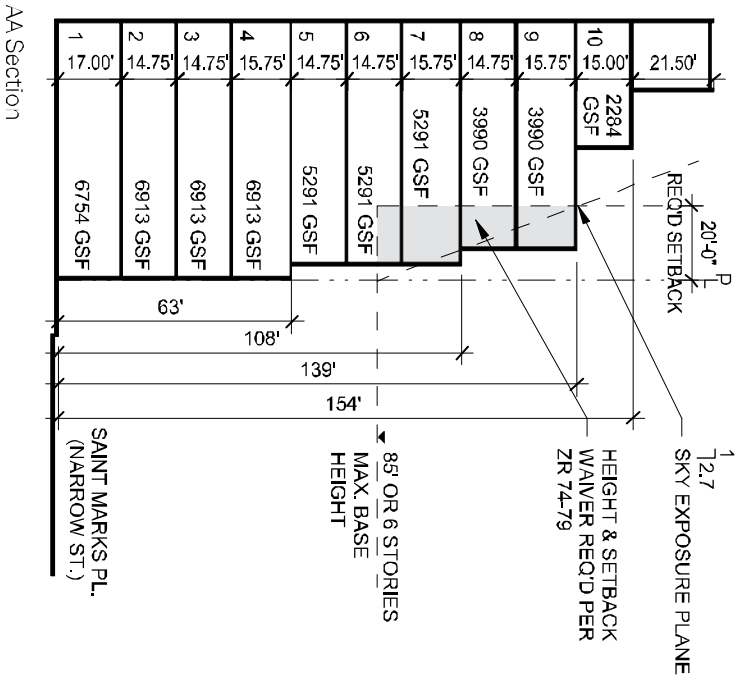
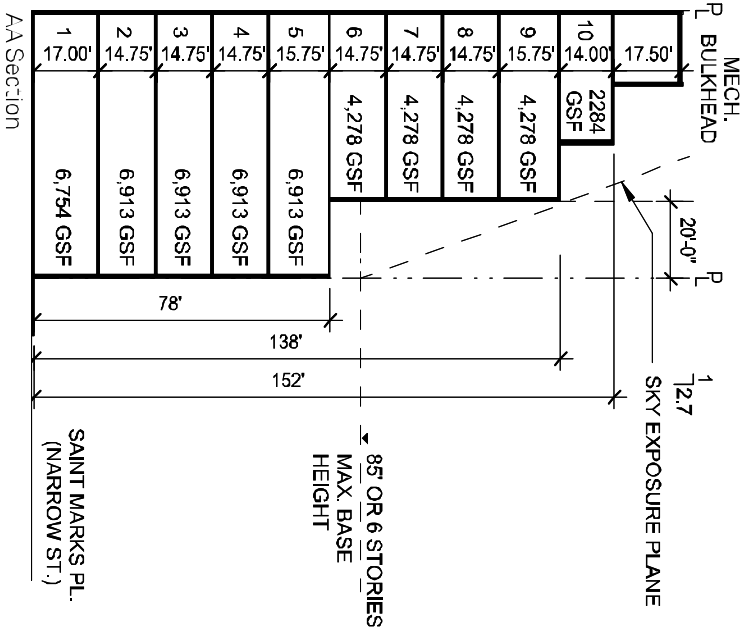
PARKING & LOADING REGULATIONS	
MIN. REQ'D PARKING SPACES:	NONE
MAX. PARKING SPACES:	1 PER 4,000 SF or 10 SPACES
MIN. REQ'D LOADING BERTHS:	NONE <sup>5, 6</sup>

<sup>1</sup> ALTERNATE FRONT SETBACK, TOWER, AND PLAZA ANALYSIS NOT SHOWN  
<sup>2</sup> FRONTING WIDE STREETS  
<sup>3</sup> FRONTING NARROW STREETS  
<sup>4</sup> WITHIN 100 FEET OF CORNERS  
<sup>5</sup> OFFICE REQUIRES 1 LOADING BERTH AFTER 100,000 SF  
<sup>6</sup> RETAIL REQUIRES 1 LOADING BERTH AFTER 25,000 SF

ADDITIONAL FAR, NO BULK WAIVERS REQUIRED



PROPOSED MASSING - ADDITIONAL FAR, BULK WAIVERS REQUIRED

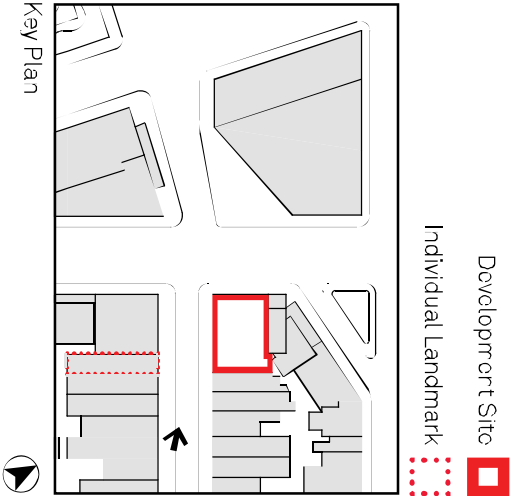




ADDITIONAL FAR, NO BULK WAIVERS REQUIRED



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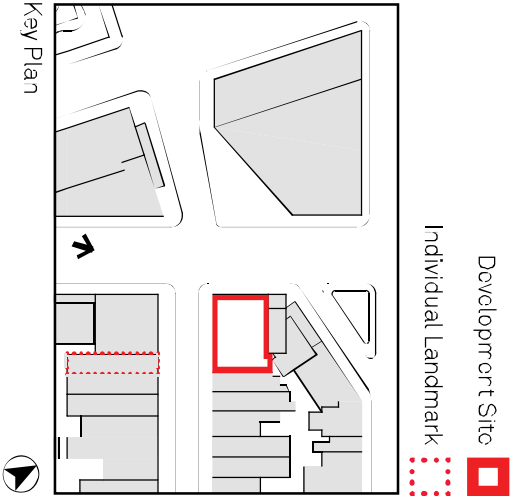




ADDITIONAL FAR, NO BULK WAIVERS REQUIRED



PROPOSED MASSING - ADDITIONAL FAR, BULK WAIVERS REQUIRED



Morris Adjmi Architects  
www.ma.com

3 Saint Marks Place  
REEC St Marks LP

Massing Diagrams - Looking North from Cooper Square  
LPC Application / 18 January 2019



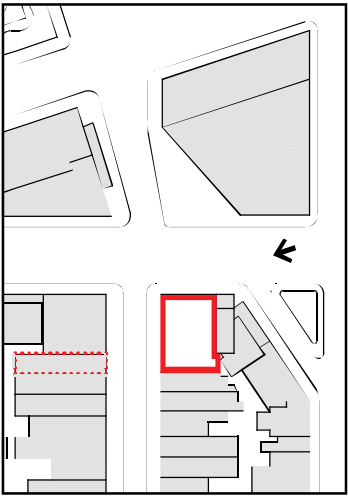
ADDITIONAL FAR, NO BULK WAIVERS REQUIRED



PROPOSED MASSING - ADDITIONAL FAR, BULK WAIVERS REQUIRED



Development Site  
Individual Landmark

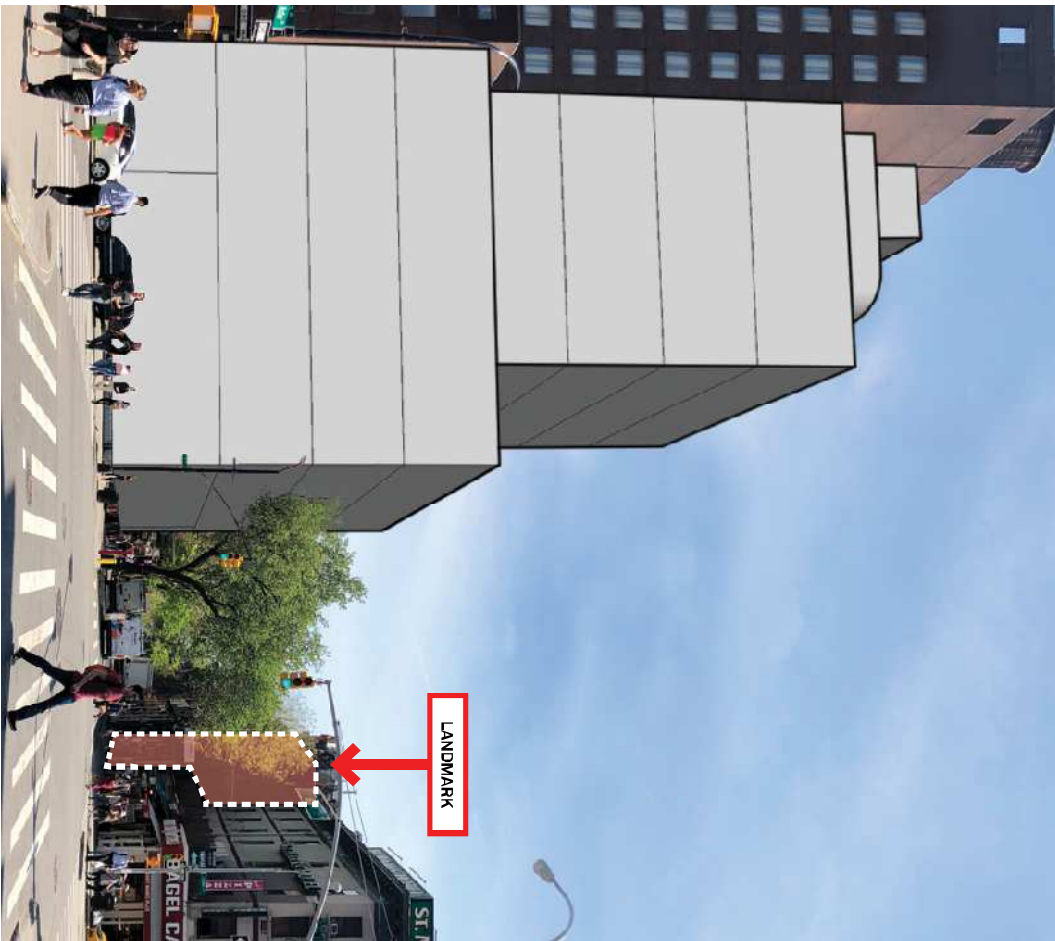


Morris Adjmi Architects  
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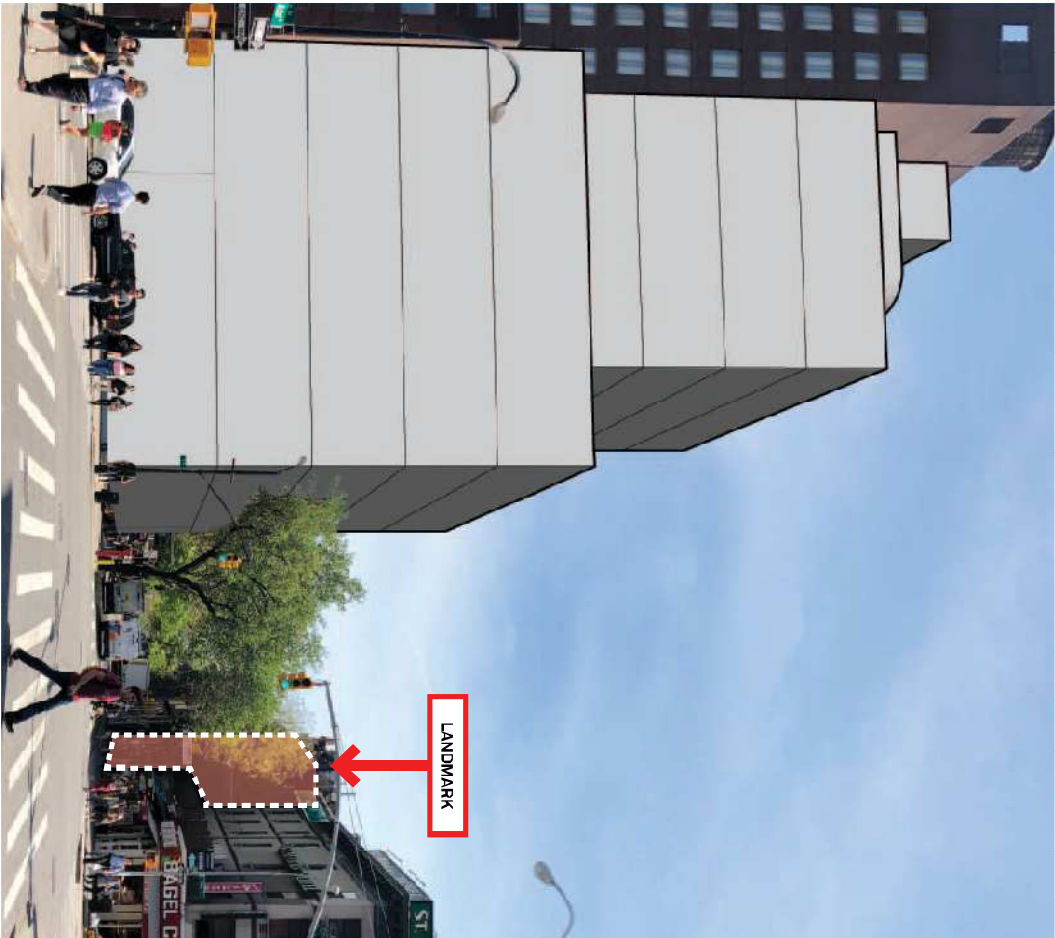
3 Saint Marks Place  
REEC St Marks LP



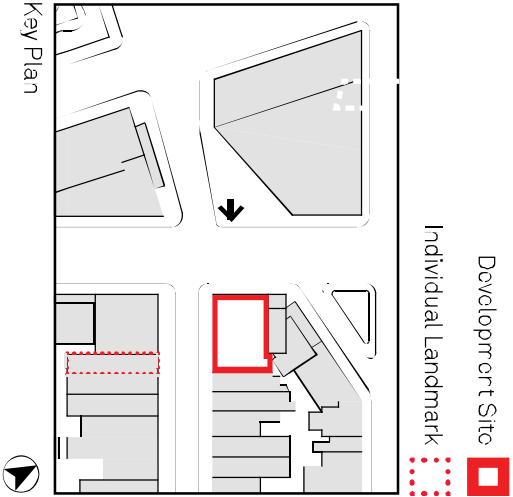
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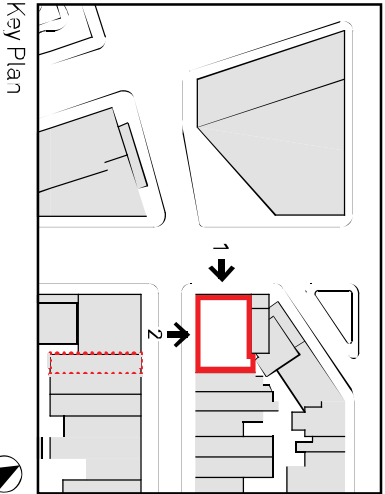
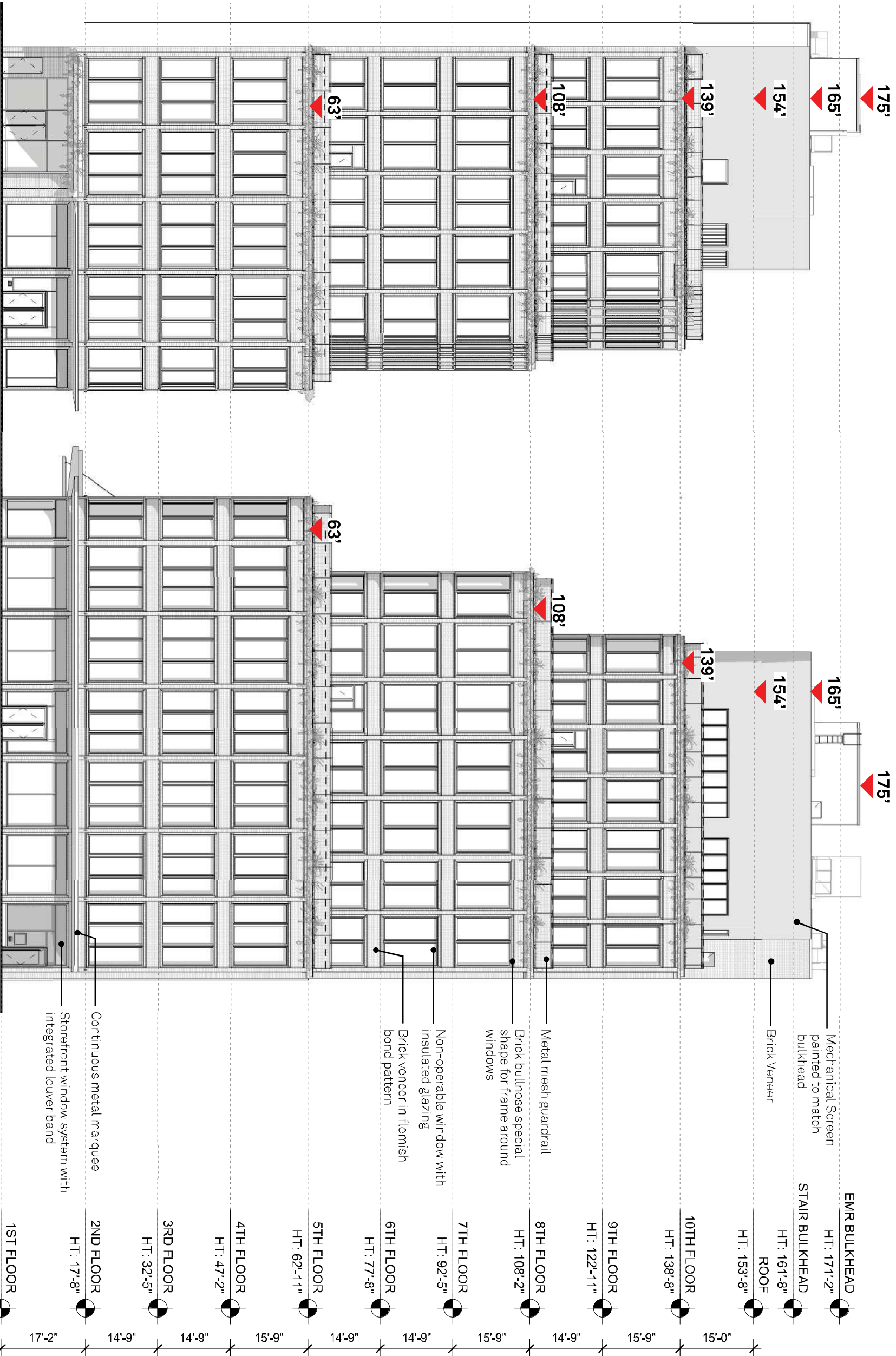
ADDITIONAL FAR, NO BULK WAIVERS REQUIRED



PROPOSED MASSING -  
ADDITIONAL FAR, BULK WAIVERS REQUIRED











1 NW View from 3rd Avenue

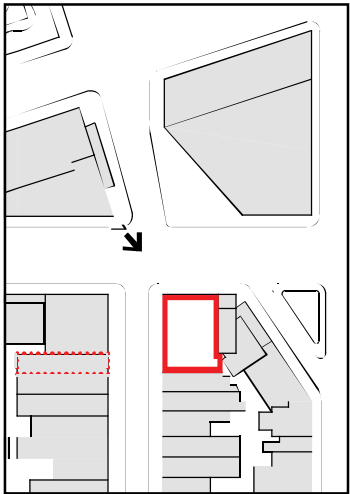


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3 Saint Marks Place  
REEC St Marks LP

# Proposed - View Renderings

LPC Application / 18 January 2019



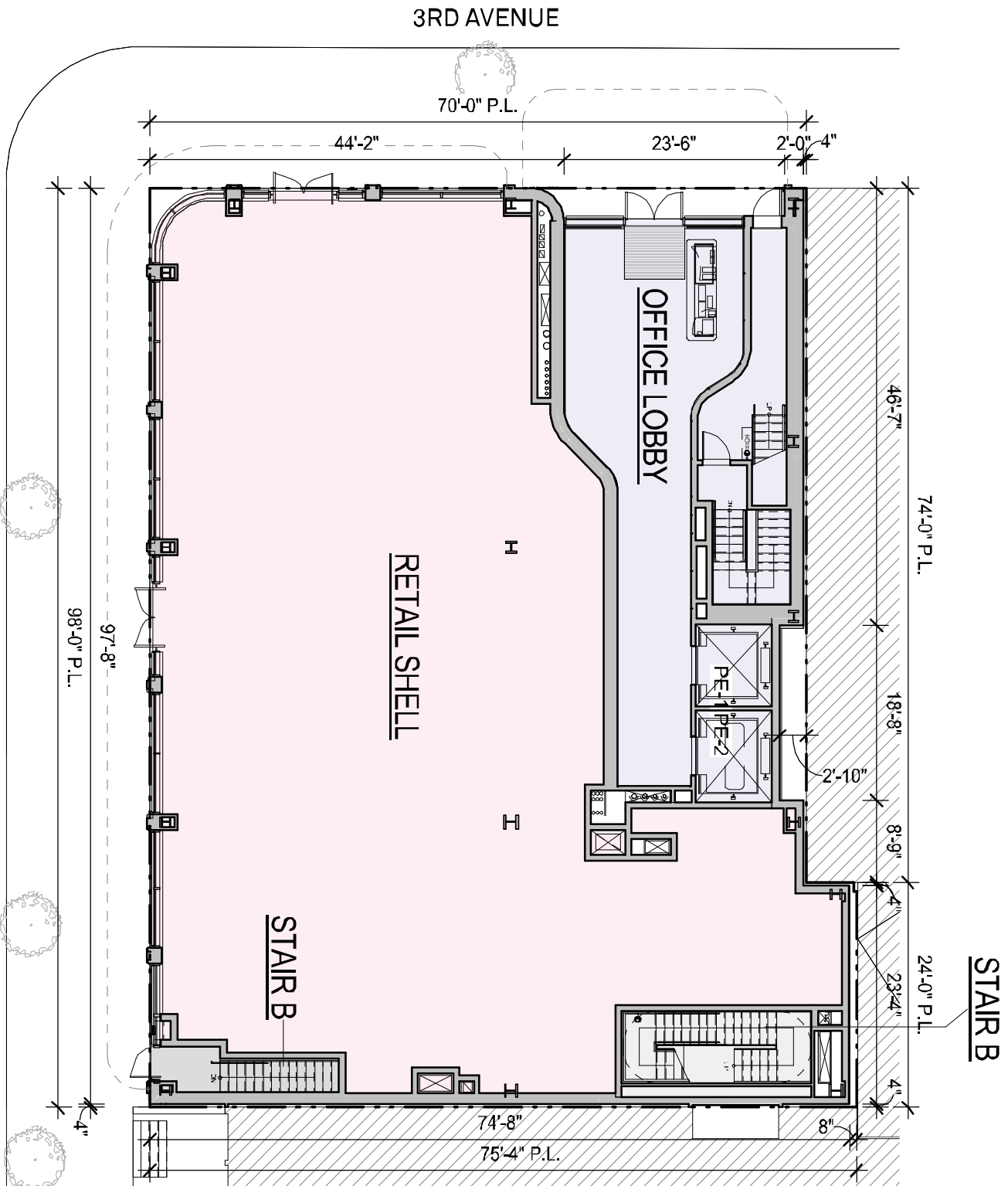
Development Site  
Individual Landmark



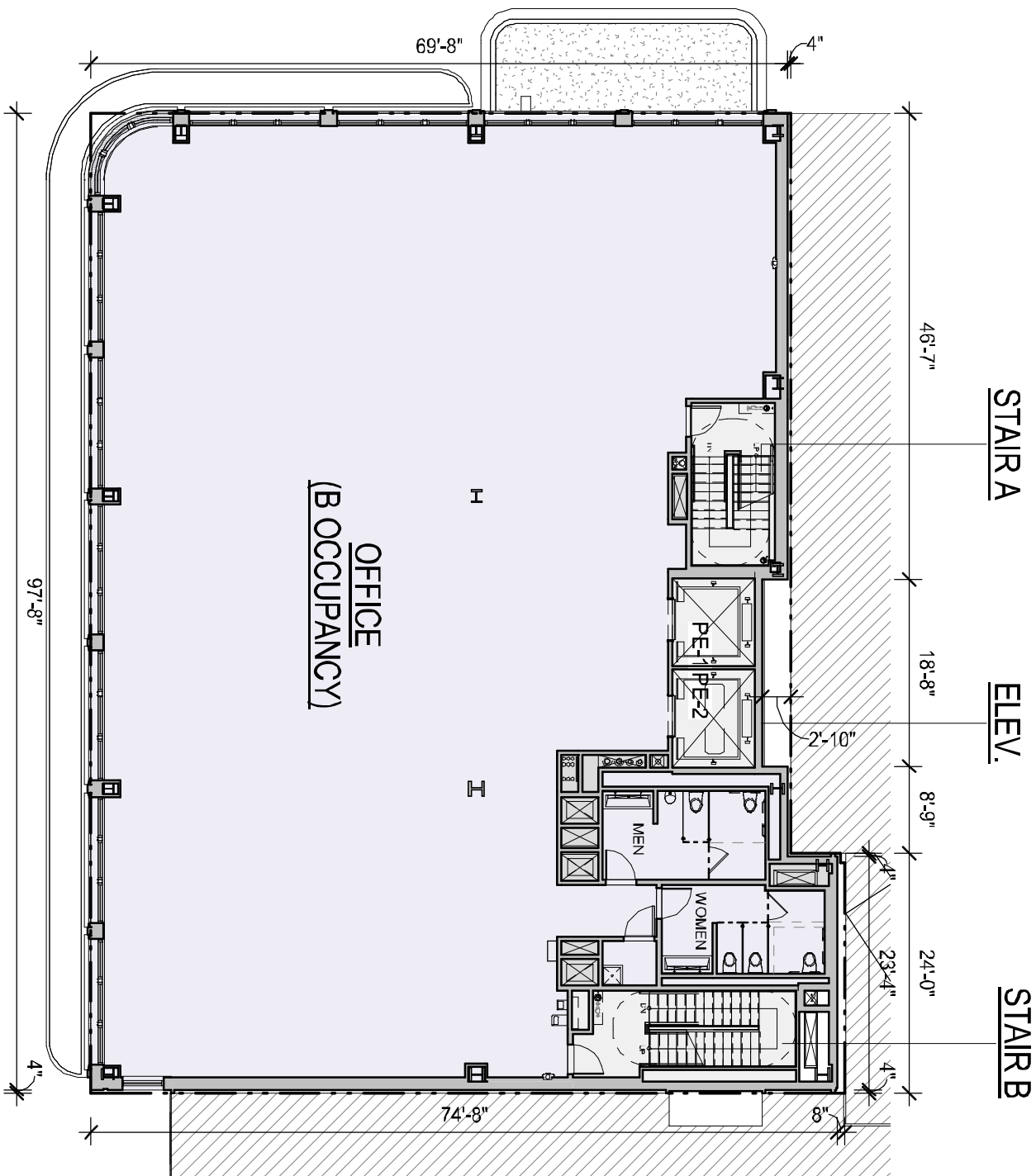
# Appendix



1st Floor



2nd-4th Floor



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3 Saint Marks Place  
REEC St Marks LP

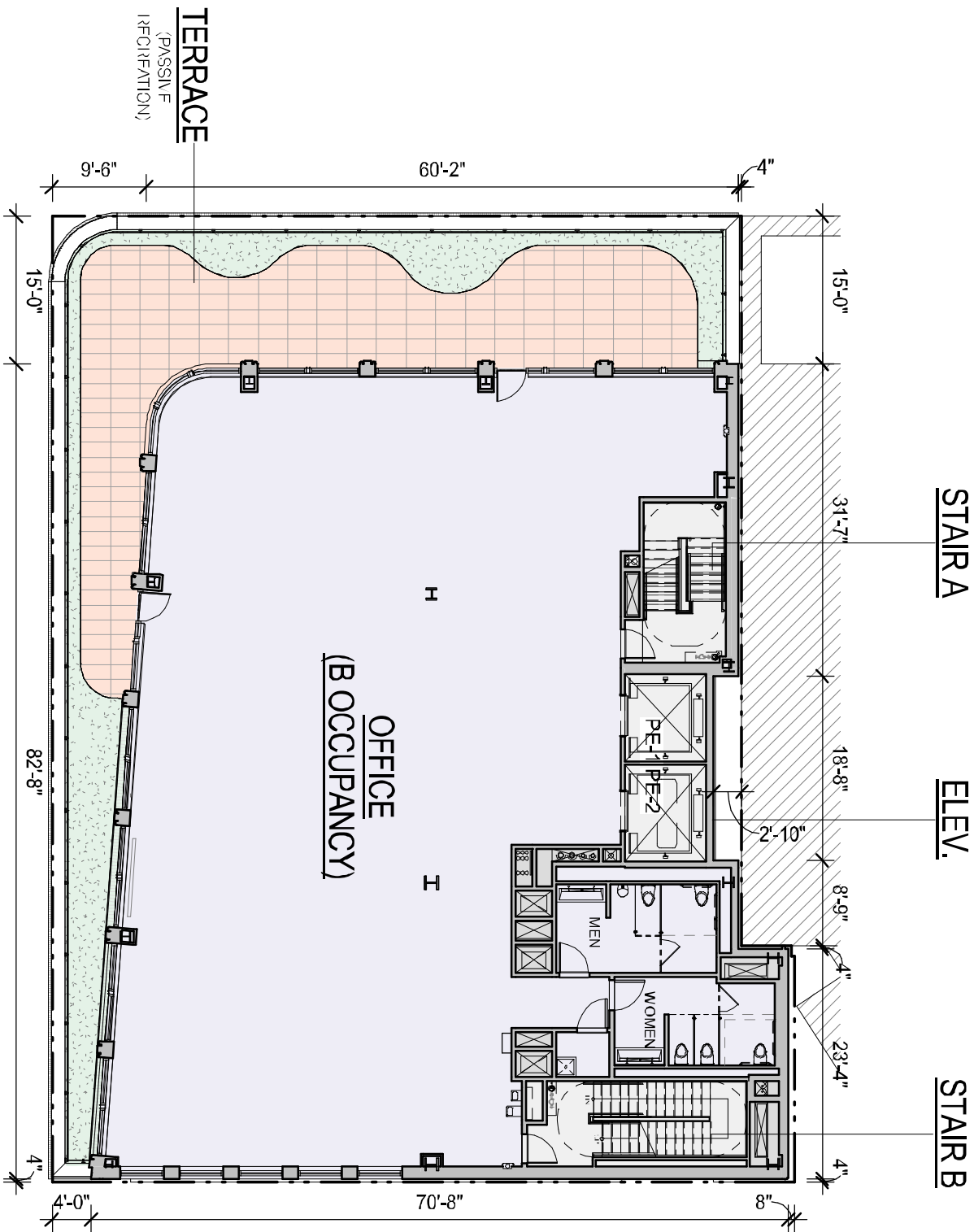
Proposed - Floor Plans  
NYC LPC Meeting / 18 January 2019

1/16" = 1'-0"  
0' 2' 8' 12' 24'

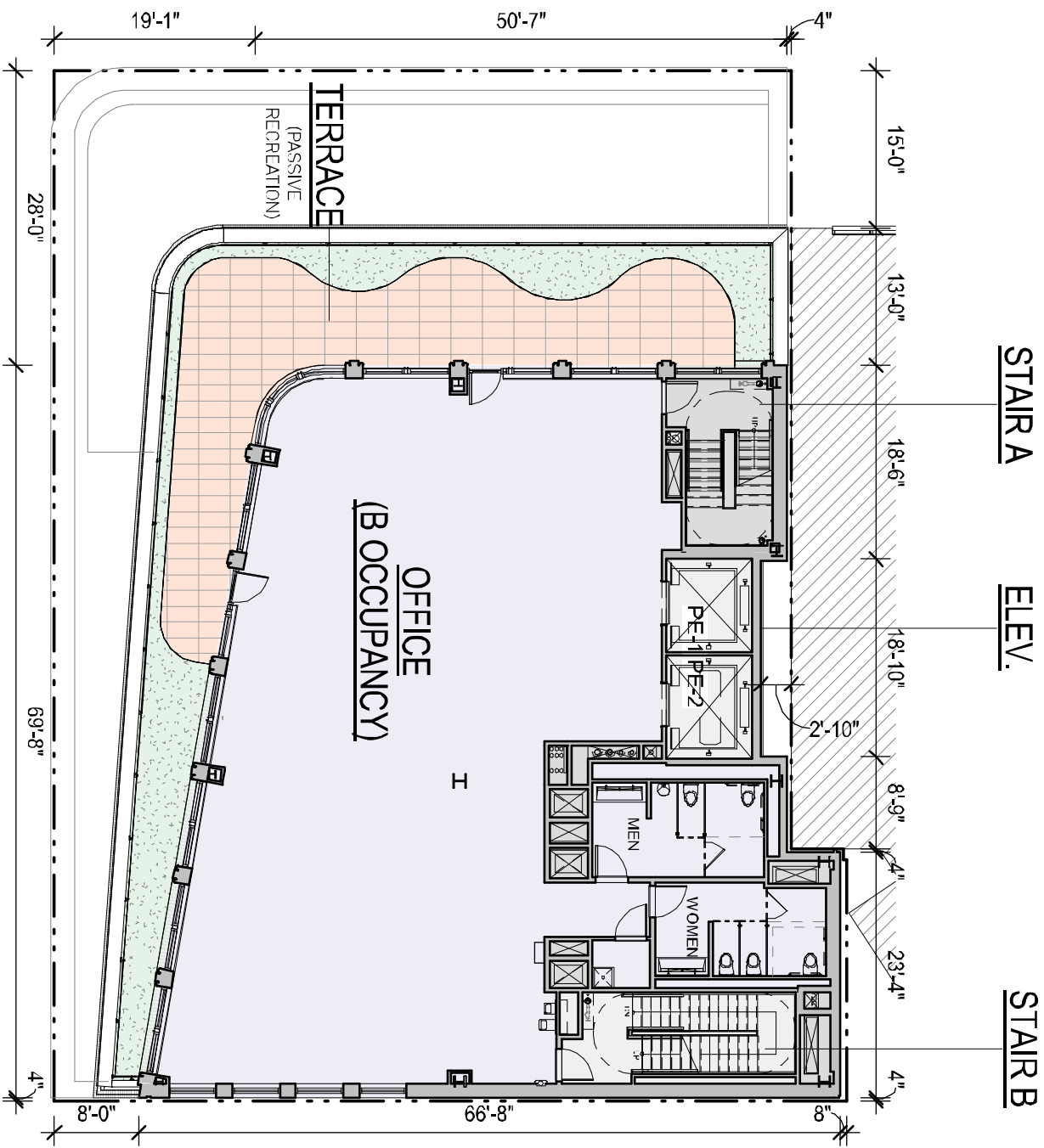




5th - 7th Floor



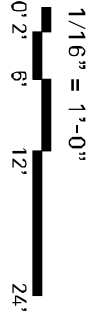
8th - 9th Floor



Morris Adjmi Architects  
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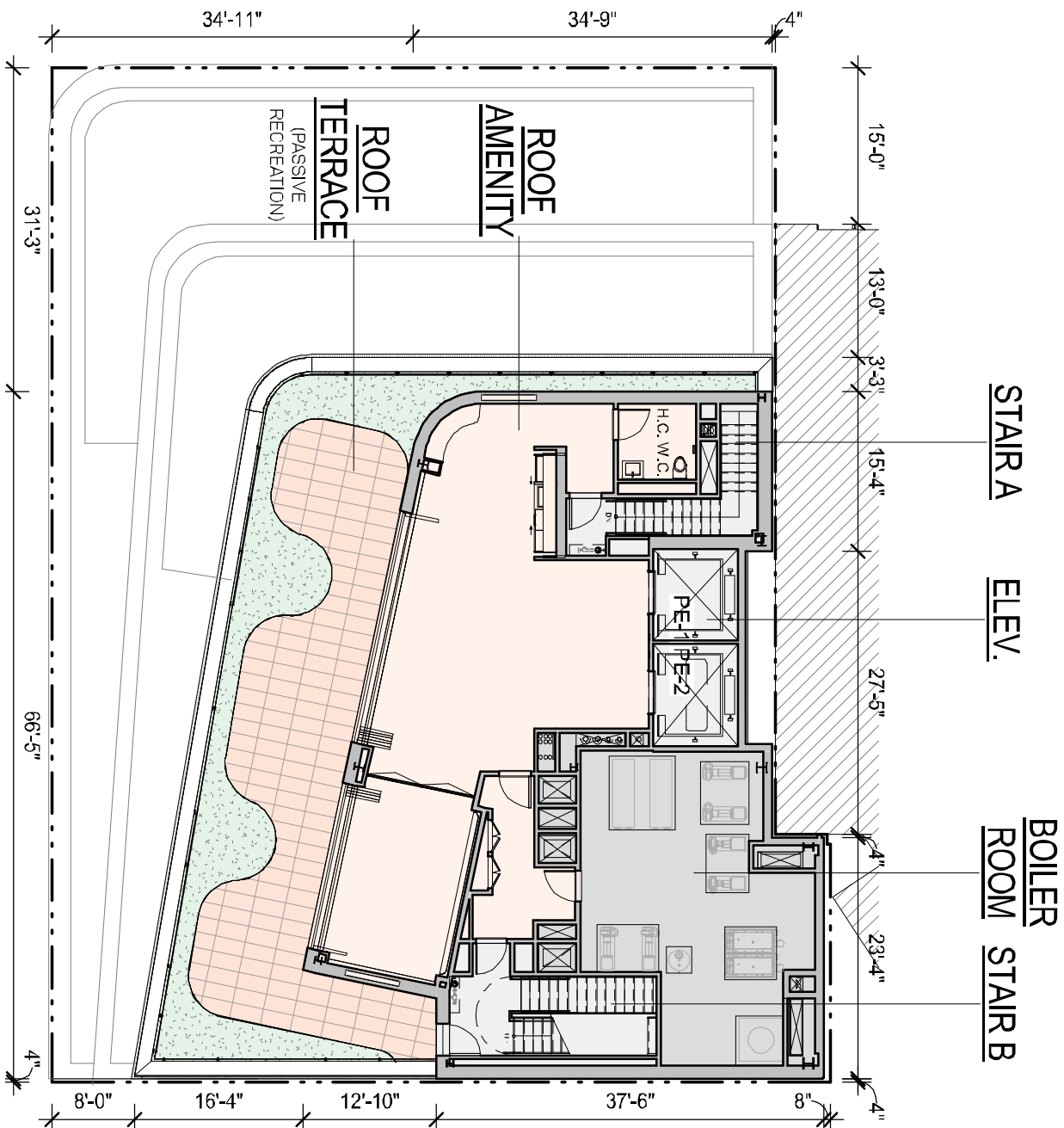
3 Saint Marks Place  
REEC St Marks LP

Proposed - Floor Plans  
NYC LPC Meeting / 18 January 2019





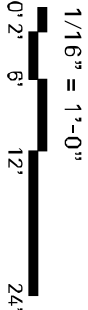
10th Floor



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3 Saint Marks Place  
REEC St Marks LP

Proposed - Floor Plans  
NYC LPC Meeting / 18 January 2019





CRP 4 ST. MARKS PLACE A LLC  
CRP 4 ST. MARKS PLACE B LLC  
CRP 4 ST. MARKS PLACE C LLC  
CRP 4 ST. MARKS PLACE D LLC  
(Landmark Declarant)

REEC ST MARKS LP  
(Developer Declarant)

---

DECLARATION

---

Dated: \_\_\_\_\_, 201\_\_

Location:  
Block 463, Lot 11 (Landmark Premises)  
Block 464, Lots 1, 3, and 59 (Developer Premises)  
New York County, New York

Record & Return to:  
  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attn: Valerie G. Campbell, Esq.



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## SCHEDULE OF EXHIBITS



## DRAFT

DECLARATION made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ by CRP 4 ST. MARKS PLACE A LLC, CRP 4 ST. MARKS PLACE B LLC, CRP 4 ST. MARKS PLACE C LLC, and CRP 4 ST. MARKS PLACE D LLC, all New York limited liability companies having an address 1841 Broadway, Suite 811, New York, New York 10023 (collectively, “Landmark Declarant”), and by REEC ST. MARKS LP, a Delaware limited partnership having an address c/o Real Estate Equities Corporation, 18 East 48<sup>th</sup> Street, Penthouse, New York, New York 10017 (“Developer Declarant,” and, together with Landmark Declarant, “Declarants”).

### W I T N E S S E T H:

WHEREAS, Landmark Declarant is the owner in fee simple of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 463, Lot 11 on the Tax Map of the City of New York and by the street address 4 St. Marks Place, and is more particularly described on Exhibit A attached hereto (the “Landmark Premises”), and on which is located a three-and-a-half-story building (the “Designated Structure”); and

WHEREAS, pursuant to the provisions of Section 3020 of the New York City Charter and Title 25, Chapter 3 of the Administrative Code of the City of New York (the “Landmark Preservation Law”), the Landmarks Preservation Commission (the “LPC”) has designated the Designated Structure as a designated landmark because of its special character or historical or aesthetic interest or value; and

WHEREAS, \_\_\_\_\_ (“Landmark Title Company”) has certified as of \_\_\_\_\_, 201\_\_, that Landmark Declarant and \_\_\_\_\_ are the sole parties in interest to the Landmark Premises, a copy of which certification is attached hereto as Exhibit B; and



## DRAFT

WHEREAS, \_\_\_\_\_ has executed an instrument waiving its right to execute, and subordinating the lien of its interest in the Landmark Premises to, this Declaration, a copy of which instrument is attached as Exhibit C hereto; and

WHEREAS, as of the date hereof, Landmark Title Company has determined there has been no change in the certification attached as Exhibit B, and Landmark Declarant represents and warrants that the parties in interest listed in Exhibit B are the only known parties in interest in the Landmark Premises as of the date hereof; and

WHEREAS Developer Declarant is the fee owner of certain real property located in the Borough of Manhattan, City, County and State of New York, which property is designated as Block 464, Lots 1, 3, and 59 on the Tax Map of the City of New York and by the street address 3 St. Marks Place (the “Developer Premises”), on which Developer Declarant proposes to develop a new 10-story commercial building (the “New Building”); and

WHEREAS, \_\_\_\_\_ (“Developer Title Company”) has certified as of \_\_\_\_\_, 201\_\_, that Developer Declarant and \_\_\_\_\_ are the sole parties in interest to the Developer Premises, a copy of which certification is attached hereto as Exhibit E; and

WHEREAS, \_\_\_\_\_ has executed an instrument waiving its right to execute, and subordinating the lien of its interest in the Developer Premises to, this Declaration, a copy of which instrument is attached as Exhibit F hereto; and

WHEREAS, as of the date hereof, Developer Title Company has determined there has been no change in the certification attached as Exhibit E, and Developer Declarant represents and warrants that the parties in interest listed in Exhibit E are the only known parties in interest in the Developer Premises as of the date hereof; and



WHEREAS, the Landmark Premises constitute a single zoning lot (the “Landmark Premises Zoning Lot”), and the Developer Premises constitute a single zoning lot (the “Developer Premises Zoning Lot”), and

WHEREAS, the Developer Premises Zoning Lot constitutes an “adjacent lot”, as defined in Section 74-79 of the Zoning Resolution, with respect to the Landmark Premises Zoning Lot in that it is across the street and opposite to the Developer Premises Zoning Lot; and

WHEREAS, Section 74-79 of the Zoning Resolution provides that the City Planning Commission (the “CPC”) may permit development rights to be transferred to adjacent lots from lots occupied by landmark buildings or other structures, may permit the maximum permitted floor area on such adjacent lot to be increased on the basis of such transfer of development rights, and may permit variations in the front height and setback regulations for the purpose of providing a harmonious architectural relationship between the development and the landmark building or other structures; and

WHEREAS, consistent with the requirements of Section 74-79 of the Zoning Resolution, Landmark Declarant has proposed to perform certain restoration work on the Designated Structure, as described in the CNE (as hereinafter defined), and has agreed to establish a program for continuing maintenance that will result in preservation of the Designated Structure; and

WHEREAS, pursuant to Application No. [XX-XXXX] (the “Application”), Developer Declarant and Landmark Declarant applied to the City Planning Commission of the City of New York (the “CPC”) for a special permit pursuant to Section 74-79 of the Zoning Resolution (the “Special Permit”) to permit approximately 8,386 square feet of unused development rights to be transferred from the Landmark Premises Zoning Lot to the Developer Premises Zoning Lot in connection with the Proposed Development, and to



modify the provisions of Section 33-432 of the Zoning Resolution to allow the New Building to encroach within the initial setback distance above the maximum front wall height of 85 feet on St. Marks Place; and

WHEREAS, at a public meeting held on \_\_\_\_\_, 201 \_\_, Developer Declarant and Landmark Declarant requested that the LPC issue a report to the CPC in connection with the Application; and

WHEREAS, the LPC, at the public meeting held on \_\_\_\_\_, 201 \_\_, voted to issue the report to the CPC as requested in connection with the Application, and subsequently issued report MOU [XX-XXXX], dated \_\_\_\_\_, 201\_ (the "LPC Report"); and

WHEREAS, the LPC issued Certificate of No Effect [XX-XXXX], dated \_\_\_\_\_, 201 \_\_ (the "CNE"),<sup>1</sup> for the restoration work on the Designated Structure proposed by Landmark Declarant (such restoration work, as described in the CNE, the "Landmark Work"). Copies of the LPC Report and the CNE are annexed hereto as Exhibit G; and

WHEREAS, Section 74-791 requires, inter alia, that a program has been established for continuing maintenance (the "Continuing Maintenance Program") that will result in preservation of the Designated Structure by Landmark Declarant; and

WHEREAS, Landmark Declarant has agreed to place five percent of the proceeds received from the sale to the Developer of approximately 8,386 square feet of unused development rights into a dedicated fund to be used to maintain the Designated Structure as required under this Declaration; and

---

<sup>1</sup> NTD: Defined term is subject to form of approval (CNE or COA) issued by LPC.

WHEREAS, Landmark Declarant has agreed to certain obligations and restrictions contained in this Declaration for the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Landmark Declarant desires to restrict the manner in which the Landmark Premises may be developed, restored, and operated in order to assure the protection, preservation, repair and maintenance of the Designated Structure; and

WHEREAS, Developer Declarant has agreed to certain restrictions on its application for, and the issuance of, a temporary certificate of occupancy or a permanent certificate of occupancy for the Special Permit Space (as hereinafter defined).

WHEREAS, Landmark Declarant and Developer Declarant represent and warrant that, to the best of their knowledge and belief, there are no restrictions, liens, obligations, covenants, easements, limitations or encumbrances of any kind, the requirements of which have not been waived or subordinated, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations, easements and agreements of this Declaration.

NOW, THEREFORE, Landmark Declarant hereby declares and agrees with respect to the Landmark Premises, and Developer Declarant hereby declares and agrees with respect to the Developer Premises, that such premises shall be held, sold, transferred, conveyed and occupied subject to the following restrictions, covenants, obligations, easements, and agreements, all of which are for the purpose of protecting the Landmark Premises, which shall inure to the benefit of the City of New York, and which shall run with the Landmark Premises and Developer Premises, and shall bind Landmark Declarant its heirs, successors and assigns so long as they have a right, title or interest in the Landmark Premises, or any part thereof, and shall bind the Developer Declarant and



its heirs, successors and assigns so long as they have a right, title or interest in the Developer Premises, or any part thereof.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

1.1 “Application” is defined in the whereas clauses set forth above.

1.2 “Buildings Department” shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof.

1.3 “Chairperson of the CPC” shall mean the Chairperson of the City Planning Commission of the City of New York or any successor to the jurisdiction thereof.

1.4 “Chairperson of the LPC” shall mean the Chairperson of the Landmarks Preservation Commission of the City of New York or any successor to the jurisdiction thereof.

1.5 “City” shall mean the City of New York.

1.6 “City Council” shall mean the New York City Council or any successor to the jurisdiction thereof.

1.7 “CPC” is defined in the whereas clauses set forth above.

1.8 “DCP” shall mean the New York City Department of City Planning or any successor to the jurisdiction thereof.

1.9 “Designated Structure” is defined in the whereas clauses set forth above.

1.10 “Effective Date” is defined in Section 4.1(a) hereof.

1.11 “Force Majeure” shall mean: strike, lockout or labor dispute(s); inability to obtain materials or reasonable substitutes therefore unless due to any act or failure to act by

Landmark Declarant; acts of God; unforeseen governmental restrictions, regulations, omissions or controls; enemy or hostile government actions; civil commotion, insurrection, revolution or sabotage; fire or other casualty; inclement weather of such a nature as to make performance or completion of the Landmark Work not feasible; any damage to the Landmark Premises of such a nature as to make completion of the Landmark Work not feasible; a taking of the Landmark Premises, or a portion thereof, by condemnation or eminent domain; failure of a public utility to provide power, heat or light; unusual delay in transportation; material 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 required in order to permit Landmark Declarant to carry out its obligations pursuant to this Declaration; denial to Landmark Declarant by any owner of an enforceable interest in adjoining real property, including any private fee owner or ground lessee of adjoining real property, or any agency of the City or State having an enforceable interest in adjoining real property, including sidewalk or streets, of a right to access such adjoining real property, if such access is required to accomplish the obligations of the Landmark Declarant pursuant to this Declaration; the pendency of a litigation or similar proceeding not initiated by Landmark Declarant, which suspends or materially and adversely affects the ability of the Landmark Declarant to accomplish the obligations of the Landmark Declarant pursuant to this Declaration; or other conditions similar in character to the foregoing which are beyond the control of Landmark Declarant. No event shall constitute a Force Majeure unless Landmark Declarant complies with the procedures set forth in Sections 2.3 and 6.2 hereof.



1.12 “Landmark Declarant” shall mean the named Landmark Declarant and the heirs, successors and assigns of the named Landmark Declarant including, without limitation, any owner of a condominium unit within the Designated Structure, except that Landmark Declarant shall not be deemed to include (i) a mortgagee of all or any portion of the Landmark Premises until it succeeds to the interest or obligation of Landmark Declarant by purchase, assignment, foreclosure or otherwise, or (ii) a tenant of the Landmark Premises, unless such tenant holds a lease to all or substantially all of the Landmark Premises.

1.13 “Landmark Work” is defined in Section 2.2 hereof.

1.14 “LPC” shall mean the Landmarks Preservation Commission of New York City or any successor to the jurisdiction thereof.

1.15 “LPC Report” is defined in the whereas clauses set forth above.

1.16 “Mortgagee” shall mean (a) the institutional first mortgagee of all or substantially all of the Landmark Premises listed in Exhibit B or (b) the first mortgagee of a condominium unit within the Designated Structure.

1.17 “PCO” is defined in Section 2.3 hereof.

1.18 “Special Permit” is defined in the Whereas clauses set forth above.

1.19 “Special Permit Space” shall mean floors [X] through [X] in the Proposed Development. Notwithstanding the foregoing, no space shall be deemed Special Permit Space if it is permitted as of right within the Proposed Development by the terms of the Zoning Resolution then in effect.

1.20 “TCO” is defined in Section 2.3 hereof.

1.21 “Zoning Resolution” shall mean the Zoning Resolution of the City of New York.

ARTICLE II

DEVELOPMENT OF NEW BUILDING; PRESERVATION, REPAIR AND

MAINTENANCE OF THE DESIGNATED STRUCTURE

2.1 Development of the New Building: Developer Declarant covenants

and agrees to develop the New Building substantially in accordance with the

following plans prepared by Morris Adjmi Architects attached hereto as Exhibit H:

<u>Drawing No.</u>	<u>Title</u>	<u>Last Date Revised</u>
CPC-XX	XXXXXX	XXXXX
CPC-XX	XXXXXX	XXXXX
CPC-XX	XXXXXX	XXXXX
CPC-XX	XXXXXX.	XXXXX
CPC-XX	XXXXXX.	XXXXX

2.2 Landmark Work. The "Landmark Work" shall consist of the work described in the LPC Report performed as necessary to restore the Designated Structure to a sound, first-class condition. The issuance of the Special Permit is premised on, inter alia, the performance of the Landmark Work in conformity with the CNE, the LPC Report, and the requirements thereof.

2.3 Certificate of Occupancy for New Building. Developer Declarant covenants that written notice that Developer Declarant is seeking a temporary certificate of occupancy ("TCO") or a permanent certificate of occupancy ("PCO") for the Special Permit Space shall be provided to the LPC seven days prior to the Developer applying for a TCO or PCO, as applicable. Subject to Section 2.3(b) hereof, no TCO or PCO for the Special Permit Space shall be granted by the Buildings Department or accepted by Developer until the Chairperson of the LPC shall have given written notice to the Buildings Department that the Landmark Work has been satisfactorily completed by Landmark Declarant. The Chairperson of the LPC shall issue said notice reasonably promptly after Landmark Declarant and/or Developer



Declarant has made written request to the Chairperson of the LPC and has provided documentation to support such request, and the Chairperson of the LPC shall in all events issue such written notice to the Buildings Department, or inform Landmark Declarant in writing of the reason for not issuing said notice, within fourteen (14) calendar days after Landmark Declarant has requested such written notice. Upon receipt of the written notice from the Chairperson of the LPC that the Landmark Work has been satisfactorily completed, the Buildings Department may grant, and Developer Declarant may accept, a TCO or PCO, as applicable, for all or part of the Special Permit Space. Notwithstanding anything to the contrary contained herein, the Chairperson of the LPC shall declare that the Landmark Work has been satisfactorily completed notwithstanding that minor and insubstantial details of construction or mechanical adjustment remain to be performed.

(a) Landmark Declarant shall permit inspection of the Designated Structure by the Chairperson of the LPC and representatives designated by the Chairperson of the LPC, at reasonable times and upon provision of reasonable notice to Landmark Declarant, in connection with the notice described in Section 2.3 hereof.

(b) (i) Upon application by Landmark Declarant and/or Developer Declarant, notwithstanding anything contained in any other provision of this Declaration, the Chairperson of the LPC, in the exercise of his or her reasonable judgment, may certify that the performance or completion of the Landmark Work has been delayed due to a Force Majeure as provided in subsection (ii) below.

(ii) In the event that Landmark Declarant and/or Developer Declarant reasonably believes that Landmark Declarant's full performance of its obligations to complete the Landmark Work has been delayed as a result of a Force Majeure, either/both Declarants shall so

notify the Chairperson of the LPC as soon as such Declarant learn of such circumstances. The written notice of such Declarant shall include a description of the condition or event, its cause (if known), its probable duration, and in the reasonable judgment of such Declarant the impact it is reasonably anticipated to have on the completion of the Landmark Work. The Chairperson of the LPC shall, within fourteen (14) calendar days of its receipt of the written notice of such Declarant, (A) certify in writing that a Force Majeure has occurred, including a determination of the expected duration of such delay (the "Delay Notice"), and grant Developer Declarant appropriate relief for such delay, including certifying in writing to the Buildings Department that the Chairperson of the LPC has no objection to the issuance of a TCO or PCO, as applicable, for all or part of the Special Permit Space, or (B) notify Landmark Declarant and Developer Declarant that it does not reasonably believe a Force Majeure has occurred. With respect to any claim that a Force Majeure has delayed the Landmark Declarant's performance or completion of the Landmark Work, the LPC may require that Landmark Declarant post a bond or other security in a form and amount acceptable to the Chairperson of the LPC in order to ensure that the Landmark Work is completed. Such alternative security could include, without limitation, alternative or additional conditions on the issuance of any PCO or TCO for the Special Permit Space. Any delay caused as the result of a Force Majeure shall be deemed to continue only as long as the Landmark Declarant shall be using reasonable efforts to minimize the effects thereof. Upon cessation of the events causing such delay, the Landmark Declarant shall promptly recommence the Landmark Work.

(c) Notwithstanding anything else to the contrary contained herein, this Declaration shall not be deemed to prohibit or restrict (i) Developer Declarant or the owner of any other portion of the Developer Premises Zoning Lot from applying for or receiving a "core and shell" TCO or a TCO or PCO for any floor area in the New Building or on the



Developer Premises Zoning Lot which is not Special Permit Space or from entering into agreements affecting all or any portions of the Proposed Development, including the Special Permit Space, or the Developer Premises Zoning Lot prior to completion of the Landmark Work, or (ii) Landmark Declarant or the owner of any other portion of the Landmark Premises Zoning Lot from obtaining permits or building notices from the Buildings Department to perform work, including tenant work, in the Designated Structure or on the Landmark Premises Zoning Lot prior to the completion of the Landmark Work, or from entering into agreements affecting all or any portions of the Designated Structure or the Landmark Premises Zoning Lot prior to completion of the Landmark Work.

2.4 Preservation, Repair and Maintenance of the Designated Structure. Landmark Declarant hereby covenants and agrees to preserve, repair and maintain the Designated Structure in sound first-class condition, at its own cost and expense, in accordance with this Declaration, the CNE, the LPC Report, and the Landmarks Preservation Law. It is understood that certain obligations and duties set forth in this Declaration are above and beyond the requirements of the Landmarks Preservation Law and do not in any way diminish Landmark Declarant's obligation and responsibility to comply with all provisions of the Landmarks Preservation Law.

2.5 Continuing Maintenance Program. Landmark Declarant shall comply with the obligations and restrictions of the continuing maintenance program (the "Continuing Maintenance Program") as set forth below. Landmark Declarant has agreed to place five percent of the proceeds received from the sale to the Developer of approximately 8,386 square feet of unused development rights into a dedicated fund. This fund shall be used only for (i) meeting the continuing maintenance obligations required under this declaration in that

the funds shall be used for physical repairs to the exterior of the Designated Structure as required to maintain the landmark in a sound, first-class condition, and (ii) to pay for Periodic Inspections and Periodic Reports, as hereinafter defined. Interest accrued on the monies in the fund shall be placed into the fund.

(a) Periodic Inspections. Landmark Declarant shall establish and carry out a cyclical inspection and maintenance program for the Designated Structure which shall include, without limitation, the following:

(i) At Landmark Declarant's expense, an inspection (the "Periodic Inspection") shall be made every seven years. The first Periodic Inspection shall be made on or within two months of the seventh anniversary of the issuance by the LPC of the Notice of Compliance (as defined in the LPC Report) pursuant to the LPC Report, and, thereafter, Periodic Inspections shall be made every seven years on or within two months of the anniversary of the date of such initial or subsequent inspection. In the event that Developer has accepted a TCO or PCO for all or part of the Special Permit Space without Landmark Declarant having first received the Notice of Compliance, the first periodic inspection shall be made on or within two months of the seventh anniversary date of the issuance of such TCO or PCO. The Periodic Inspection shall be done by a preservation architect, engineer or other qualified person knowledgeable about the preservation of historic structures (the "Preservation Architect") selected by Landmark Declarant from a list prepared by Landmark Declarant and approved by the Chairperson of the LPC as to their credentials, which approval shall not be unreasonably withheld or delayed. Landmark Declarant shall update such listing upon the request of the Chairperson of the LPC. In addition, Landmark Declarant may periodically supplement the list of Preservation Architects, subject to the



reasonable approval of the Chairperson of the LPC as to their credentials. The Preservation Architect shall make a thorough inspection of the exterior of the Designated Structure and those portions of the interior, which, if not properly maintained, could affect the condition of the exterior, including, but not limited to interior systems such as heating, plumbing and air conditioning. The Periodic Inspection shall include (but not be limited to) the following portions of the exterior: **[TO BE ADDED]**

(ii) The Preservation Architect shall, at the expense of Landmark Declarant, submit a report on each Periodic Inspection (the “Periodic Report”) to Landmark Declarant and the LPC within 45 days after each Periodic Inspection. The Periodic Report shall outline the existing conditions of the Designated Structure and detail the work which should be performed in order to maintain the Designated Structure, including all architectural features and elements, in a sound first-class condition, including but not limited to **[TO BE ADDED]**.

(iii) Submission of Local Law 10 & 11 Facade Inspection Report. If the Designated Structure is subject to the Facade Inspection Report requirements of Title 1 RCNY §32-03 et seq., a copy of any such Facade Inspection Report which is submitted to the New York City Department of Buildings, shall also be provided at the same time to the Landmarks Preservation Commission. In the event that the building is found to be unsafe pursuant to such inspection, the Landmark Declarant shall notify the Landmarks Preservation Commission simultaneously with the Department of Buildings, pursuant to Title 1 RCNY §32-03(b)(2)(vii).

(iv) Except as set forth below, Landmark Declarant shall perform all work which a Periodic Report, Facade Inspection Report or Emergency Incident Report (as defined

below) identifies as necessary to maintain the Designated Structure, including architectural features and elements, in sound first-class condition. No work shall be performed except pursuant to a permit from the LPC if a permit is required under the Landmarks Preservation Law. If the LPC determines that a specific item of work or method of work as set forth in a Periodic Report, Facade Inspection Report or Emergency Incident Report would be inappropriate or inadequate, the determination of the LPC shall control and Landmark Declarant need not and shall not have such specific item performed. Landmark Declarant shall have the right to contest in a hearing before the LPC any work called for in a Periodic Report or Emergency Incident Report. Landmark Declarant's obligation to perform such contested work or to perform it by a method acceptable to the LPC shall be stayed pending a decision in any such proceeding at the LPC. Landmark Declarant shall proceed with all work that is uncontested during the stay pursuant to a permit.

(v) Unless Landmark Declarant has notified the LPC in writing that it contests any work as set forth in the preceding subsection, Landmark Declarant shall apply for all necessary permits or certificates from the LPC within 45 days of receiving the completed report from the Preservation Architect. Landmark Declarant shall use its best efforts to assure that all repairs, rehabilitation, repointing, and restoration work detailed in the Periodic Report or Emergency Incident Report shall be completed at the earliest possible date, but no later than within nine months of the date of issue of the certificate or permit from the LPC, or, if no such certificate or permit is required, within nine months of the date of the Periodic Report or Emergency Incident Report. If for reasons beyond Landmark Declarant's control, as determined by the Chairperson of the LPC, in the exercise of his or her reasonable judgment, such work cannot be completed within nine months, Landmark Declarant shall



apply to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time to be related to the period of delay and shall not be unreasonably withheld.

(b) Emergency Protection Program. Landmark Declarant shall establish and be prepared to carry out an emergency protection program for the Designated Structure which shall include at the minimum, the following:

(i) If a fire, the elements or any other cause whatsoever damages or destroys the Designated Structure or any part thereof (the “Emergency Incident”), Landmark Declarant shall use all reasonable means to save, protect and preserve the Designated Structure at the time of and following the Emergency Incident, including, but not limited to, acting with an approval from the Chairperson of the LPC or his or her designated representatives to stabilize and prevent further damage to or deterioration of the structure, and to secure the Landmark Premises from unauthorized access. Landmark Declarant shall not remove from the Landmark Premises any debris consisting of exterior features of the Designated Structure without an approval from the Chairperson of the LPC or his or her designated representative. Unless necessitated as a safety precaution as ordered by the Departments of Buildings, Health, Fire or Police, or as an action taken in response to a life-threatening situation, the Landmark Declarant shall not remove any other debris or otherwise clear the Landmark Premises without the approval of the LPC or its Chairperson.

(ii) Landmark Declarant shall give immediate written notice of such Emergency Incident to the LPC. Landmark Declarant shall also give timely notice to the LPC of the time or times when the New York City Departments of Buildings, Health and

Fire will inspect the Landmark Premises following the Emergency Incident, in order that the LPC may have a representative present during such inspections.

(iii) Within sixty days of such Emergency Incident, a Preservation Architect shall, at the expense of Landmark Declarant, make a thorough inspection of the Designated Structure and submit a report (an “Emergency Incident Report”) to Landmark Declarant and to the LPC outlining the condition of the structure, assessing the extent of damage, and recommending (A) work, if any, which must be undertaken immediately, upon receipt of proper permits, in order to stabilize and prevent further damage to the Designated Structure, and (B) work that should be performed to repair and restore the Designated Structure to a sound, first-class condition or, alternatively to (A) and (B), that Landmark Declarant make an application to the LPC for permission to demolish the remaining portions of the Designated Structure.

(iv) With regard to the work to be performed pursuant to subsection (iii)(A), Landmark Declarant shall immediately upon receipt of the Emergency Incident Report request and vigorously pursue all necessary permits and upon their issuance, shall undertake all such work with alacrity. If no permits are required, work shall be undertaken as soon as possible after receipt of the Emergency Incident Report.

(v) With regard to the work to be performed pursuant to subsection (iii)(B), within ninety days of receiving the report of the Preservation Architect, Landmark Declarant shall apply for all necessary permits and certificates from the LPC to repair and restore or to demolish. No work on the exterior of the Designated Structure, and no work on the interior of the Designated Structure which would affect the exterior or which would require the issuance of a permit from the Department of Buildings shall be performed except



pursuant to a permit from the LPC. If the LPC determines that a recommendation to demolish or to perform a specific item of work or method of work set forth in the report would be inappropriate, using the criteria set forth in the Landmarks Preservation Law, the determination of the LPC shall control and the Landmark Declarant shall not have such specific work performed or be entitled to have the Designated Structure demolished unless Landmark Declarant is obligated to perform such work or demolish the structure in accordance with an “Immediate Emergency Declaration” issued by the Department of Buildings. All repair, restoration, rehabilitation, repointing, and other work provided for in a certificate or permit shall be completed within nine months of the date of issue of such certificate or permit by the LPC. If such work cannot be completed within nine months for reasons beyond Landmark Declarant’s control, as determined by the Chairperson of the LPC in the exercise of his or her reasonable judgment, Landmark Declarant shall apply in writing to the LPC for an extension of time within which to complete such work. Such extensions shall be for a stated additional period of time that is related to the period of the delay and shall not be unreasonably withheld.

(c) Access to Designated Structure. Landmark Declarant agrees to provide access to the Designated Structure to the LPC and its designated representatives at reasonable times and upon reasonable written notice, except in cases of emergency, in which event the LPC or its representatives shall have access, if feasible, immediately and without notice, in order to insure that the preservation, repair and maintenance of the Designated Structure is carried out in accordance with this Declaration.

(d) Failure to Perform. In the event that the preservation, repair, or maintenance of the Designated Structure is not performed in accordance with the provisions

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of this Article, the LPC shall give written notice of such failure to perform to the Landmark Declarant. Subject to the provisions of Section 4.4 hereof, in the event that Landmark Declarant, its successors or assigns, fails after sixty days from receipt of written notice from the LPC to perform or shall commence to perform but fail diligently to prosecute to completion any such repair and/or maintenance, or any obligations of Landmark Declarant set forth in this Declaration, the City of New York may perform all of the necessary work at the sole cost and expense of the Landmark Declarant and shall have the right to enter onto the Landmark Premises and to charge said Landmark Declarant for all the actual cost of such work, together with actual administrative and legal fees incurred in the collection thereof. The City's actual costs hereunder shall include, but not be limited to, payments by the City of New York to any lawyers, consultants, contractors, painters, engineers, architects and skilled artisans required to be hired to perform or supervise such work. To the extent such actual costs are expended by the City of New York, the LPC shall have a lien on the Landmark Premises as if a lien had been filed, perfected and enforced for materials and labor under Article 2 of the Lien Law of the State of New York. Notwithstanding the foregoing, in the event that the Designated Structure is converted to a condominium, Landmark Declarant's right to notice and cure provided in this subsection shall apply only to the condominium board and to any owner of space occupied by commercial uses in the Designated Structure; provided that the LPC has received notice by said parties in accordance with Section 6.2.

### ARTICLE III

#### CONDOMINIUM BOARD

3.1 General. In the event that the Designated Structure is converted to a condominium in accordance with Article 9B of the New York State Real Property Law ("RPL"), the



condominium board (“Board”) shall have the responsibility to carry out all of Landmark Declarant’s obligations and the authority to exercise all of Landmark Declarant’s rights under this Declaration and upon such assumption, the Landmark Declarant shall be released from its liability hereunder.

The following provisions of this Article 3 shall be operative only in the event that the Board is formed as described in this Section 3.1.

3.2 Board. The Board shall require that each owner of a condominium unit (the “Unit Owner”) appoint the Board as his Attorney-in-Fact with respect to modification, amendment, or cancellation of the Declaration.

3.3 Condominium Declaration. Every deed conveying title to, or a partial interest in, the Landmark Premises and every lease of all or substantially all of the Landmark Premises shall contain a recital that the grantee is bound by the terms of the Condominium Declaration and By-laws which shall incorporate an obligation by the Board to comply with the provisions of Article 3 of this Declaration.

#### ARTICLE IV

##### EFFECT AND ENFORCEMENT

###### 4.1 Effective Date.

(a) This Declaration shall have no force and effect unless and until the date of final approval of the Special Permit by the CPC and, if applicable, the City Council, pursuant to Sections 197-c and 197-d of the New York City Charter (the “Effective Date”). The Declaration shall become immediately effective upon the Effective Date. If, before the Effective Date, Developer requests or causes the application for the Special Permit to be withdrawn or abandoned, or if final action has been taken having the effect of denying the

Special Permit, then, upon notice to CPC and LPC, this Declaration shall not become effective, shall be automatically canceled and shall be of no force and effect.

(b) If the Special Permit is at any time declared invalid or is otherwise voided by 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 entry, as the case may be, this Declaration shall be automatically canceled without further action by Landmark Declarant or Developer Declarant, and shall be of no further force or effect; and the CPC shall, if requested by either Declarant, provide such Declarant with a letter in recordable form stating that the Declaration has been so canceled and is of no further force and effect.

4.2 Filing and Recordation. Developer Declarant shall file and record at its sole cost and expense this Declaration in the Register's Office, indexing it against the Landmark Premises and the Developer Premises, immediately upon the Effective Date. Developer Declarant shall promptly deliver to the CPC and the LPC duplicate executed originals, promptly following the Effective Date and, following recordation, a true copy of this Declaration as recorded, as certified by the Register. If Developer Declarant fails to so record this Declaration, the City may record this Declaration, at the sole cost and expense of Developer Declarant, who shall promptly pay to the City such costs together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

4.3 Additional Remedies. Landmark Declarant and Developer Declarant acknowledge that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants,



easements, obligations and agreements contained herein. No person other than Landmark Declarant, Developer Declarant, the LPC or the City shall have any right to enforce the provisions of this Declaration. Landmark Declarant and Developer Declarant also acknowledge that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, the seeking of a mandatory injunction compelling Landmark Declarant and Developer Declarant, their heirs, successors or assigns, to comply with any provision, whether major or minor, of this Declaration.

4.4 Notice and Cure.

(a) Before any agency, department, commission or other subdivision of the City of New York institutes any proceeding or proceedings to enforce the terms or conditions of this Declaration because of any violation hereof, it shall give Landmark Declarant and Developer Declarant forty-five (45) days written notice of such alleged violation, during which period Landmark Declarant and Developer Declarant shall have the opportunity to effect a cure of such alleged violation. If Landmark Declarant and/or Developer Declarant commences to effect a cure during such forty-five (45) day period and proceeds diligently towards the effectuation of such cure, the aforesaid forty-five (45) day period shall be extended for so long as Landmark Declarant and/or Developer Declarant continues to proceed diligently with the effectuation of such cure. In the event that title to the Landmark Premises, or any part thereof, shall become vested in more than one party, the right to notice and cure provided in this subsection shall apply equally to all parties with a fee interest in the Landmark Premises, or any part thereof, including ground lessees; provided the LPC has received notice by said parties in accordance with Section 6.2. Notwithstanding the

foregoing, in the event that the Designated Structure is or is converted to a condominium or cooperative, the right to notice and cure provided in this subsection shall apply only to the condominium or cooperative board and to any owner of space occupied by commercial uses in the Designated Structure; provided that the LPC has received notice by said parties in accordance with Section 6.2.

(b) If Landmark Declarant or Developer Declarant fails to observe any of the terms or conditions of this Declaration, and the Landmark Declarant or Developer Declarant fails to cure such violation within the applicable grace period provided in subsection 4.4 of this Declaration, then prior to the institution by any agency or department of the City of any action, proceeding, or proceedings against Landmark Declarant or Developer Declarant in connection with such failure, a Mortgagee who has given written notice of its name and address to the CPC and the LPC shall be given thirty (30) days written notice of such alleged violation, during which period such Mortgagee shall have the opportunity to effect a cure of such alleged violation. If such Mortgagee commences to effect a cure during such thirty (30) day period and proceeds diligently towards the effectuation of such cure, the aforesaid thirty (30) day period shall be extended for so long as such Mortgagee continues to proceed diligently with the effectuation of such cure.

(c) If after due notice as set forth in this Section 4.4, Landmark Declarant and the mortgagees, if any, of the Landmark Premises, or Developer Declarant and the mortgagees, if any, of the Developer Premises, as the case may be, fail to cure such alleged violations, the City may exercise any and all of its rights, including those delineated in this Section and may disapprove any amendment, modification, or cancellation of this



Declaration on the sole grounds that Landmark Declarant or Developer Declarant, as the case may be, is in default of any material obligation under this Declaration.

4.5 Acknowledgment of Covenants. Landmark Declarant and Developer Declarant acknowledge that the restrictions, covenants, easements, obligations and agreements in this Declaration, which are an integral part of the Special Permit, will protect the value and desirability of the Landmark Premises and the Developer Premises, as well as benefit the City of New York and all property owners within a one-half mile radius of the Landmark Premises. Those restrictions, covenants, easements, obligations and agreements shall be covenants running with the land, and shall bind Landmark Declarant and Developer Declarant, and their respective successors, legal representatives, and assigns.

4.6 No Other Enforceable Restrictions. Landmark Declarant represents and warrants that there are no enforceable restrictions of record on the use of the Landmark Premises or the Designated Structure, nor any present or presently existing future estate or interests in the Landmark Premises or the Designated Structure, nor any lien, obligation, enforceable covenant, limitation or encumbrance of any kind, the requirements of which have not been waived or subordinated, which precludes, directly or indirectly, imposition on the Landmark Premises of the restrictions, covenants, easements and obligations of this Declaration. Developer Declarant makes the same representations and warranties with respect to the Developer Premises.

4.7 Governance. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

4.8 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 and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect.

4.9 Applicability to Other City Agencies. Both Declarants covenant to include a copy of this Declaration as part of any application submitted to the LPC, CPC, Buildings Department, Board of Standards and Appeals (“BSA”), New York State Attorney General (in the event of a proposed conversion of the Designated Structure to condominium ownership) or any agency succeeding to their respective jurisdictions. The restrictions and obligations contained herein are a condition of any permit or Certificate of Occupancy to be issued by the Buildings Department for the Special Permit Space, and Developer Declarant will take all reasonable steps to ensure that they are so listed. Failure to carry out such obligation beyond any applicable grace period shall constitute sufficient cause for the Commissioner of the Buildings Department to revoke any building permit issued pursuant to the Special Permit or to apply to the BSA or to a court of competent jurisdiction for revocation of the Certificate of Occupancy or any permit issued by the Buildings Department.

4.10 Limitation of Liability.

(a) Landmark Declarant and Developer Declarant shall be liable in the performance of any term, provision or covenant in this Declaration, subject to the following sentences and subject to Section 4.12 below. Notwithstanding anything to the contrary contained in this Declaration, the City and any other party or person relying on the Declaration will look solely to the fee estate and interest of Landmark Declarant in the Landmark Premises, on an in rem basis only, for the collection of any money judgment



recovered against Landmark Declarant, and no other property of Landmark Declarant shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Landmark Declarant shall have no personal liability under this Declaration. The liability of any Unit Owner under this Declaration shall be limited to the amount of such Unit Owner's prorated share, based on such Unit Owner's interest in the common elements of the Condominium, of the costs of compliance with this Declaration.

(b) The restrictions, covenants and agreements set forth in this Declaration shall be binding upon Landmark Declarant and Developer Declarant, and/or any successors-in-interest thereto only for the period during which such party is the holder of a fee interest in or is a party-in-interest of the Landmark Premises and only to the extent of such fee interest or the interest rendering such party a party-in-interest. At such time as Landmark Declarant or any successor-in-interest thereto has no further fee interest in the Landmark Premises and is no longer a party-in-interest of the Landmark Premises, such party's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of such party's interest and such party's successor-in-interest in the Landmark Premises by acceptance of such conveyance automatically shall be deemed to assume such party's obligations and liabilities hereunder to the extent of such successor-in-interest's interest.

(c) Developer Declarant's obligation under this Declaration shall wholly cease and terminate with respect to the Landmark Premises at such time as the LPC certifies that the Landmark Work is complete, in accordance with Section 2.3. At such time,

Developer Declarant shall have no further obligations that are owed by Landmark Declarant, including but not limited to those described in Sections 2.2, 2.4 and elsewhere in 2.3.

4.11 Subordination. Landmark Declarant shall cause every individual, business organization or other entity that between the date hereof and the date of recordation of this Declaration becomes a party in interest to the Landmark Premises, to execute this Declaration or to subordinate such interest to the Declaration and waive its right to execution. Likewise, Developer Declarant shall cause every individual, business organization or other entity that between the date hereof and the date of recordation of this Declaration becomes a party in interest to the Developer Premises, to execute this Declaration or to subordinate such interest to the Declaration and waive its right to execution. Any mortgage or other lien encumbering the Landmark Premises or the Developer Premises after the recording date of this Declaration shall be subject and subordinate hereto.

4.12 Right to Convey. Nothing contained herein shall be construed as requiring the consent of the CPC, the LPC, the City, any agency thereof or any other person or entity to any sale, transfer, conveyance, mortgage, lease or assignment of any interest in the Landmark Premises or the Designated Structure, or the Developer Premises or New Building.

## ARTICLE V

### AMENDMENTS, MODIFICATIONS AND CANCELLATIONS

5.1 Amendment or Cancellation. Except as provided in Section 4.1 above, this Declaration may be amended or canceled only upon application of Developer Declarant and Landmark Declarant, and only with the express written approval of the CPC and of the City Council, but only in the event that the City Council reviewed the Special Permit pursuant to Section 197-d, and no other approval or consent shall be required from any public body,

private person or legal entity of any kind; provided, however, that no such approval shall be required in the case of any cancellation pursuant to Section 5.4.

5.2 Minor Modification. The Chairperson of the LPC and the Chairperson of the CPC may, by express written consent, administratively approve modifications to the Declaration that the CPC has determined to be minor. Such minor modifications shall not be deemed amendments requiring the approval of the CPC, the LPC, the City Council or any other agency or department of the City of New York.

5.3 Recording and Filing. Any modification, amendment or cancellation of this Declaration, except pursuant to Section 5.4, shall be executed and recorded in the same manner as this Declaration. Following any modification, amendment or cancellation, Developer Declarant shall immediately record it and provide one executed and certified true copy thereof to each of the CPC and the LPC and upon failure to so record, permit its recording by the CPC or the LPC at the cost and expense of Developer Declarant.

5.4 Surrender or Nullification. Notwithstanding the provisions of Section 4.1(a) and 4.1(b), in the event that Developer Declarant does not use the Developer Premises pursuant to the Special Permit, Developer Declarant may surrender the Special Permit to the CPC and proceed with any use or development of the Developer Premises permitted by the Zoning Resolution as if such Special Permit had not been granted. This Declaration shall be rendered null and void upon recordation of an instrument filed by Landmark Declarant and Developer Declarant discharging it of record, with copies to LPC and CPC, the recordation of which instrument shall constitute a waiver of the right to use the Developer Premises pursuant to the Special Permit.



ARTICLE VI

MISCELLANEOUS

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

6.2 Notices. All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent, (a) if intended for Landmark Declarant, to CRP 4 St. Marks Place A, LLC, 1841 Broadway, Suites 400 and 811, New York, New York 10023, Attn: Paul Salib and Etan Slomovic, with a copy to Bryan Cave LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Jordan Most, (b) if intended for Developer Declarant, to REEC St. Marks LP, c/o Real Estate Equities Corporation, 18 East 48<sup>th</sup> Street, Penthouse, New York, New York 10017, Attn: Brandon Miller, with a copy to Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Valerie Campbell, Esq., (c) if intended for the CPC, to the CPC at 22 Reade Street, New York, New York 10007 (or then-official address), Attn: Chairperson, (d) if intended for the LPC, to the LPC at One Centre Street, Municipal Building, New York, New York 10007 (or then-official address), Attn: Chairperson and (e) if intended for the City Council, to the City Council at the Office of the Speaker, City Council, City Hall, New York, New York 10007. Landmark Declarant or Developer Declarant, or their representatives, by notice given as provided in this Section 6.2, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes

hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

6.3 Indemnification. Provided that Landmark Declarant or Developer Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration after having received written notice of such default and opportunity to cure as provided above, and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Landmark Declarant or Developer Declarant, as the case may be, shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the City's enforcement of such Declarant's obligations under this Declaration.

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IN WITNESS WHEREOF, Declarant have executed this Declaration as of the day and year  
first above written.

CRP 4 ST. MARKS PLACE A LLC

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

CRP 4 ST. MARKS PLACE B LLC

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

CRP 4 ST. MARKS PLACE C LLC

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

CRP 4 ST. MARKS PLACE D LLC

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



[illegible]

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

[illegible]

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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REEC ST MARKS LP

By:\_\_\_\_\_

Name:

Title

:



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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned,  
personally appeared \_\_\_\_\_, personally known to me or proved to me  
on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are)  
subscribed to the within instrument and acknowledged to me that he/she/they executed  
the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the  
instrument, the individual(s), or the person upon behalf of which the individual(s) acted,  
executed the instrument.

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Notary Public

SCHEDULE OF EXHIBITS

<u>Exhibit A</u>	Metes and Bounds of Landmark Premises
<u>Exhibit B</u>	Certificate as to Parties Interest of Landmark Premises
<u>Exhibit C</u>	Waivers as to Landmark Premises
<u>Exhibit D</u>	Metes and Bounds of Landmark Premises
<u>Exhibit E</u>	Certificate as to Parties Interest of Landmark Premises
<u>Exhibit F</u>	Waivers as to Landmark Premises
<u>Exhibit G</u>	LPC Report and Certificate of No Effect

EXHIBIT A

Metes and Bounds of Landmark Premises

The subject tract of land is known as Tax Lot Number(s) 11 in Block(s) 463 as shown on the Tax Map of the City of New York, New York County and more particularly described as follows:

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

BEGINNING at a point on the southerly side of St. Marks Place (formerly Eighth Street), distant in an easterly direction 74 feet from the easterly line of Third Avenue;

RUNNING THENCE southerly on a line parallel with Third Avenue, 120 feet;

THENCE easterly on a line parallel with St. Marks Place, 26 feet;

THENCE northerly on a line parallel with Third Avenue through a party wall, 120 feet to the southerly side of St. Marks Place;

THENCE westerly along the southerly line of St. Marks Place, 26 feet to the point or place of BEGINNING.



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EXHIBIT B

Certificate as to Parties in Interest of Landmark Premises

EXHIBIT C

Waivers as to Landmark Premises

EXHIBIT D

Metes and Bounds of Developer Premises

The subject tract of land is known as Tax Lot Number(s) 1, 2, and 59 in Block(s) 464 as shown on the Tax Map of the City of New York, New York County and more particularly described as follows:

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

BEGINNING at the corner formed by the northerly side of St. Marks Place (formerly Eighth Street) with the easterly side of Third Avenue;

RUNNING THENCE northerly along the easterly side of Third Avenue, 70 feet;

THENCE running easterly, parallel with St. Marks Place and part of the distance through the center of a party wall, 74 feet;

THENCE northerly and parallel with the easterly side of Third Avenue, 5 feet;

THENCE easterly, 23 feet;

THENCE southerly part of the distance through a party wall, 75 feet 4 inches to the northerly side of St. Marks Place;

THENCE westerly along the northerly side of St. Marks Place, 98 feet to the point or place of BEGINNING.



EXHIBIT E

Certificate as to Parties in Interest of Developer Premises

EXHIBIT F

Waivers as to Developer Premises

EXHIBIT G

LPC Report and Certificate of No Effect



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EXHIBIT F

Architect's Plans for New Building

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