



April 23, 2025 / Calendar No. 17

C 250117 ZSM

IN THE MATTER OF an application submitted by One45 Lenox LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-743 of the Zoning Resolution to modify the tower regulations of Section 35-64 (Special Tower Regulations for Mixed Buildings) of a mixed-use building (Building A), in connection with a proposed mixed-use development, within a large-scale general development, bounded by West 145th Street, Lenox Avenue - Malcolm X. Boulevard, West 144th Street, a line 100 feet westerly of Lenox Avenue - Malcolm X. Boulevard, a line midway between West 144th Street and West 145th Street, and a line 160 feet easterly of Adam Clayton Powell Jr. Boulevard (Block 2013, Lot 29), in a C4-6* District.

* Note: This site is proposed to be rezoned by changing existing R7-2/C1-4 and C8-3 Districts to a C4-6 District, under a concurrent related application for a Zoning Map change (C 250115 ZMM).

This application (C 250117 ZSM) for a zoning special permit amendment was filed by One45 Lenox LLC on November 20, 2024. This application, in conjunction with a series of related actions, would facilitate the development of a new mixed-use complex comprising approximately 826,000 square feet of total floor area with a 12.00 floor area ratio (FAR), including approximately 742,000 square feet of residential floor area yielding 968 dwelling units, of which approximately 291 units would be permanently income-restricted pursuant to Mandatory Inclusionary Housing (MIH) Option 2; approximately 14,000 square feet of community facility space; and approximately 70,000 square feet of commercial space, of which about 37,000 square feet would be designated under Use Group VIII for a rooftop gathering space and 40 below-grade voluntary provided accessory parking spaces in Central Harlem, Community District 10, Manhattan.

RELATED ACTIONS

In addition to the zoning special permit application that is the subject of this report (C 250117 ZSM), implementation of the proposed development also requires action by the City Planning Commission (CPC) on the following applications, which are being considered concurrently:

- C 250115 ZMM** Zoning map amendment to change the project area's existing zoning designation to a C4-6 zoning district
- N 250116 ZRM** Zoning text amendment to establish the project area as a MIH area
- N 250119 ZCM** Zoning certification to allow additional curb cuts
- C 250118 ZSM** Special permit to modify residential parking regulations (terminated)

BACKGROUND

A full background discussion and description of this application appears in the report for the related zoning map amendment action (C 250115 ZMM).

ENVIRONMENTAL REVIEW

This application (C 250117 ZSM) in conjunction with the related applications (N 250116 ZRM, C 250115 ZMM, N 250119 ZCM), was reviewed pursuant to the New York State Environmental Quality Review Act (SEQRA), and the SEQRA regulations set forth in Volume 6 of the New York Code of Rules and Regulations, Section 617.00 et seq. and the City Environmental Quality Review (CEQR) Rules of Procedure of 1991 and Executive Order No. 91 of 1977. The designated CEQR number is 21DCP167M. The lead is the City Planning Commission.

A summary of the environmental review appears in the report for the related zoning map amendment action (C 250115 ZMM).

WATERFRONT REVITALIZATION PROGRAM

This application (C 250117 ZSM) in conjunction with the related applications (N 250116 ZRM, C 250115 ZMM, N 250119 ZCM), was reviewed by the City Coastal Commission for consistency with the policies of the New York City Waterfront Revitalization Program (WRP), as amended, approved by the New York City Council on October 30, 2013 and by the New York State

Department of State on February 3, 2016, pursuant to the New York State Waterfront Revitalization and Coastal Resources Act of 1981, (New York State Executive Law, Section 910 et seq.). The designated WRP number is 20-015.

UNIFORM LAND USE REVIEW

On December 02, 2024 this application (C 250117 ZSM), in conjunction with related application (C 250115 ZMM) was certified as complete by the Department of City Planning and duly referred to Manhattan Community Board 10 and the Manhattan Borough President, in accordance with Title 62 of the Rules of the City of New York, section 2-02(b), along with the related applications for a zoning text amendment and a zoning certification (N 250116 ZRM, N 250119 ZCM), which were referred for information and review in accordance with the procedures for non-ULURP matters.

Community Board Public Hearing

Manhattan Community Board 10 held two public hearings on this application (C 250117 ZSM) and related applications (N 250116 ZRM, C 250115 ZMM, N 250119 ZCM) on December 19, 2024 and January 16, 2025, supplemented by a public forum on January 25, 2025, and, informed by engagement with over 500 Harlem residents and follow-up discussions with the applicant and Department of City Planning staff, adopted a resolution on February 5, 2025, recommending disapproval with conditions by a vote of 19 in favor, 10 opposed, 5 abstentions, and 1 recusal.

The community board's conditions and resolution are included in the report for the related zoning map amendment (C 250115 ZMM).

Borough President Recommendation

This application (C 250117 ZSM) in conjunction with the related applications (N 250116 ZRM, C 250115 ZMM, N 250119 ZCM) was considered by the Manhattan Borough President, who, on February 23, 2022 issued a recommendation to approve the application with conditions.

A summary of the borough president's recommendations appears in the report for the related zoning map amendment (C 250115 ZMM).

City Planning Commission Public Hearing

On March 5, 2025 (Calendar No. 9), the City Planning Commission scheduled a public hearing for this application (C 250117 ZSM) on March 19, 2025. The hearing was duly held on that date (Calendar No. 25) in conjunction with the related applications (N 250116 ZRM; Calendar No. 24, C 250115 ZMM; Calendar No. 23, N 250119 ZCM). A total of 41 speakers testified, with 32 in favor (including six members of the applicant team) and nine in opposition, and the hearing was closed.

A summary of the public hearing appears in the report for the related zoning map amendment (C 250115 ZMM).

CONSIDERATION

The City Planning Commission believes that the application for a zoning special permit (C 250117 ZSM), in conjunction with related applications (N 250116 ZRM, C 250115 ZMM, N 250119 ZCM), as modified herein, is appropriate.

A full consideration and analysis of the issues and the reasons for approving the application appear in the report for the related zoning map amendment (C 250115 ZMM).

FINDINGS

The Commission hereby makes the following findings pursuant to ZR Section 74-743 of the Zoning Resolution (Special provisions for bulk modification):

1. the distribution of #floor area#, #open space#, #dwelling units#, #rooming units# and the location of #buildings#, primary business entrances and #show windows# will result in a better site plan and a better relationship among #buildings# and open areas to adjacent #streets#, surrounding development, adjacent open areas and shorelines than would be possible without such distribution and will thus benefit both the occupants of the #large-scale general development#, the neighborhood and the City as a whole;

2. the distribution of #floor area# and location of #buildings# will not unduly increase the #bulk# of #buildings# in any one #block# or unduly obstruct access of light and air to the detriment of the occupants or users of #buildings# in the #block# or nearby #blocks# or of people using the public #streets#;
3. not applicable.
4. considering the size of the proposed #large-scale general development#, the #streets# providing access to such #large-scale general development# will be adequate to handle traffic resulting therefrom;
5. not applicable.
6. not applicable.
7. not applicable.
8. not applicable.
9. not applicable
10. a declaration with regard to ownership requirements in paragraph (b) of the #large-scale general development# definition in Section 12-10 (DEFINITIONS) has been filed with the Commission;
11. not applicable
12. not applicable

RESOLUTION

Therefore, the City Planning Commission, deeming the proposed zoning special permit and proposed development to be appropriate, adopts the following resolution:

RESOLVED, that having considered the Final Environmental Impact Statement (FEIS), for which a Notice of Completion was issued on April 14, 2022, and subsequent Technical Memorandum 002, issued on November 27, 2024, with respect to this application (CEQR No. 21DCP167M), the City Planning Commission finds that the requirements of the New York State Environmental Quality Review Act and regulations, have been met and that:

1. Consistent with social, economic and other essential considerations, from among the reasonable alternatives thereto, adopted herein is one which minimizes or avoids adverse environmental impacts to the maximum extent practicable;
2. The adverse environmental impacts disclosed in the FEIS and subsequent Technical Memorandum 002 will be minimized or avoided to the maximum extent practicable by incorporating, as conditions to the approval, pursuant to the Restrictive Declaration attached as Exhibit A to City Planning Commission report for C 250115 ZMM, those project components related to environment and mitigation measures that were identified as practicable;
3. Development pursuant to this resolution shall be allowed only after the Restrictive Declaration attached as Exhibit A, dated as April 17, 2025, executed by One45 Lenox LLC or its successor, the terms of which are hereby incorporated in this resolution, shall have been recorded and filed in the Office of the Register of the City of New York, County of New York.

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

RESOLVED, that the City Planning Commission, in its capacity as the City Coastal Commission, has reviewed the waterfront aspects of this application and finds that the proposed action will not substantially hinder the achievement of any WRP policy and hereby determines that this action is consistent with WRP policies; and be it further

RESOLVED, by the City Planning Commission pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Section 74-743 of the Zoning Resolution to modify the tower regulations of Section 35-64 (Special Tower Regulations for Mixed Buildings) of a mixed-use building (Building A), in connection with a proposed mixed-use development, within a large-scale general development, bounded by West 145th Street, Lenox Avenue - Malcolm X. Boulevard, West 144th Street, a line 100 feet westerly of Lenox Avenue - Malcolm X. Boulevard, a line midway between West 144th Street and West 145th Street, and a line 160 feet easterly of Adam Clayton Powell Jr. Boulevard (Block 2013, Lot 29), in a C4-6* District, Borough of Manhattan, Community District 10, is approved, subject to the following terms and conditions:

1. The property that is the subject of this application (C 250117 ZSM) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications and zoning computations indicated on the following approved plans, prepared by SHoP Architects, filed with this application and incorporated in this resolution:

Dwg. No	Title	Last Revised Date
Z-002	Zoning Analysis Table	03/10/2025
Z-003	Zoning Lot Site Plan	03/10/2025
Z-007	Waiver Site Plan	03/10/2025
Z-008	Wavier Section	03/10/2025
Z-010	Axonometrics	03/10/2025

2. Such development shall conform to all applicable provisions of the Zoning Resolution, except for the modifications specifically granted in this resolution and shown on the plans listed above which have been filed with this application. All zoning computations are subject to verification and approval by the New York City Department of Buildings.

3. Such development shall conform to all applicable laws and regulations relating to its construction, operation and maintenance.
4. In the event the property that is the subject of the application is developed, sold as, or converted to condominium units, a homeowners' association, or cooperative ownership, a copy of this resolution and restrictive declaration described below and any subsequent modifications to either document shall be provided to the Attorney General of the State of New York at the time of application for any such condominium, homeowners' or cooperative offering plan and, if the Attorney General so directs, shall be incorporated in full in any offering documents relating to the property
5. All leases, subleases, or other agreements for use or occupancy of space at the subject property shall give actual notice of this special permit to the lessee, sublessee or occupant.
6. Upon the failure of any party having any right, title or interest in the property that is the subject of this application, or the failure of any heir, successor, assign, or legal representative of such party, to observe any of the covenants, restrictions, agreements, terms or conditions of this resolution whose provisions shall constitute conditions of the special permit hereby granted, the City Planning Commission may, without the consent of any other party, revoke any portion of or all of said special permit. Such power of revocation shall be in addition to and not limited to any other powers of the City Planning Commission, or of any other agency of government, or any private person or entity. Any such failure as stated above, or any alteration in the development that is the subject of this application that departs from any of the conditions listed above, is grounds for the City Planning Commission or the City Council, as applicable, to disapprove any application for modification, cancellation or amendment of the special permit hereby granted.

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

The above resolution (C 250117 ZSM), duly adopted by the City Planning Commission on April 23, 2025 (Calendar No.17), is filed with the Office of the Speaker, City Council, and the Borough President together with a copy of plans of the development, in accordance with the requirements of Section 197-d of the New York City Charter.

DANIEL R. GARODNICK, Esq., *Chair*
KENNETH J. KNUCKLES, Esq., *Vice Chairman*
GAIL BENJAMIN, ALFRED C. CERULLO III, ESQ., ANTHONY W. CROWELL, Esq.,
JOSEPH I. DOUEK, DAVID GOLD, Esq., RASMIA KIRMANI-FRYE, RAJU MANN,
ORLANDO MARÍN, JUAN CAMILO OSORIO, RAJ RAMPERSHAD, *Commissioners*

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

NEW YORK COUNTY

Dated as of April __, 2025

Block 2013, Lot 29

RECORD AND RETURN TO:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, NY 10036

Attention: Paul D. Selver, Esq.

DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT

THIS DECLARATION OF LARGE-SCALE GENERAL DEVELOPMENT (“**Declaration**”), made as of the ____ day of April, 2025, by **ONE45 LENOX LLC**, a limited liability company established pursuant to the laws of the State of New York, having an address at 85 Delancey Street, New York, New York 10002 (“**Declarant**”).

W I T N E S S E T H:

WHEREAS, the Declarant is the fee owner of certain real property located in the Borough of Manhattan, County of New York, City and State of New York, identified on the Tax Map of the City of New York, County of New York (“**Tax Map**”) as Block 2013, Lot 29, which real property is more particularly described in Exhibit A annexed hereto and made a part hereof (the “**Subject Property**”); and

WHEREAS, the Declarant desires to improve the Subject Property as a "large-scale general development" meeting the requirements of the definition of “large-scale general development” set forth in Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended to date and as same may hereafter be amended (the “**Zoning Resolution**” or “**ZR**”) (such proposed improvement of the Subject Property, the “**Proposed Development**”); and

WHEREAS, in connection with the Proposed Development, Declarant has filed new applications with the New York City Department of City Planning (hereinafter “**DCP**”) for approval by the New York City Planning Commission (the “**Commission**”) of: (i) a Zoning Map Amendment to change the Subject Property from an C8-3 and R7-2/C1-4 zoning districts to a C4-6 zoning district (C 250115 ZMM) (the “**Zoning Map Amendment**”); (ii) a Zoning Text Amendment to modify Appendix F of the Zoning Resolution to establish a Mandatory Inclusionary Housing Area (N 250116 ZRM) (the “**Zoning Text Amendment**”); (iii) a Special Permit, pursuant to ZR Section 74-743, to modify the height and setback regulations of ZR Section 35-64(b)(3) (C 250117 ZSM) (the “**Large-Scale Bulk Special Permit**”); and (iv) a Certification by the Commission pursuant to ZR Section 26-15 to allow additional curb cuts (N 250119 ZCM) (the “**Additional Curb Cut Certification**”); (collectively, the “**Land Use Applications**”); and

WHEREAS, in connection with an earlier version of the Proposed Development (hereinafter the “**Original Development Proposal**”), Declarant had filed applications with the New York City Department of City Planning (hereinafter “**DCP**”) for approval by the New York City Planning Commission (the “**Commission**”) of: (i) a Zoning Map Amendment to change the Subject Property from an C8-3 and R7-2/C1-4 zoning districts to a C4-6 zoning district (C 220134 ZMM) (the “**Zoning Map Amendment**”); (ii) a Zoning Text Amendment to modify ZR 74-744(b) and to modify Appendix F of the Zoning Resolution to establish a Mandatory Inclusionary Housing Area (N 220135 ZRM) (the “**Zoning Text Amendment**”);

(iii) a Special Permit, pursuant to ZR Section 74-743, to modify the height and setback regulations of ZR Section 35-64(b)(3) (C 220136 ZSM) (the “**Large-Scale Bulk Special Permit**”); (iv) a Special Permit, pursuant to ZR Section 74-744(b) to modify the supplementary use regulations of ZR Sections 32-422 and 32-423 and ZR 74-744(c) to modify the sign regulations of ZR Sections 32-64 and 32-65 (C 220137(A) ZSM) (the “**Large-Scale Use Special Permit**”, together with the Large-Scale Bulk Special Permit the “**Large-Scale Special Permits**”); (v) a Special Permit, pursuant to ZR Section 74-532, to modify the residential parking regulations of ZR Sections 36-33 and 25-33 (C 220142 ZSM) (the “**Parking Special Permit**”); (vi) a Certification by the Commission, pursuant to ZR Section 32-435(c), to waive certain retail continuity requirements (N 220143 ZCM) (the “**Retail Continuity Certification**”); (vii) a Certification by the Commission pursuant to ZR Section 26-15 to allow additional curb cuts (N 220138 ZCM) (the “**Additional Curb Cut Certification**”); and (viii) a Certification by the Commission pursuant to ZR Section 26-17 to allow a curb cut on a wide street (N 220139 ZCM) (the “**Curb Cut Location Certification**,” together with the Retail Continuity Certification and the Additional Curb Cut Certification, the “**Certifications**”) (collectively, the “**Original Land Use Applications**”); and

WHEREAS, the Commission approved the Original Land Use Applications on April 27, 2022 but the Declarants subsequently withdrew the Original Land Use Applications on May 31, 2022; and

WHEREAS, the Commission acted as lead agency and conducted an environmental review of the Original Land Use Applications pursuant to City Environmental Quality Review, Executive Order No. 91 of 1977, as amended, and the regulations promulgated thereunder at 62 RCNY § 5-01 et seq. (“**CEQR**”)(Application No. 21DCP167M and the State Environmental Quality Review Act, New York State Environmental Conservation Law § 8-0101 et seq. and the regulations promulgated thereunder at 6 NYCRR Part 617 (“**SEQRA**”), and issued a Notice of Completion for the Final Environmental Impact Statement (the “**FEIS**”) dated April 14, 2022; and

WHEREAS, the Commission acting as CEQR lead agency assessed the Proposed Development in a Technical Memorandum dated November 27, 2024 (CEQR No. 21DCP167M) (the “**Technical Memorandum 002**”) and determined that the Proposed Development would not change the conclusions of the environmental analysis as provided in the EIS;

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

WHEREAS, all parties in interest (as such term is defined in the definition of “zoning lot” in ZR Section 12-10) to the Subject Property as shown on the Certification of Parties in Interest prepared by Riverside Abstract, LLC, dated February 2, 2025, and attached hereto as Exhibit C,

have joined in this Declaration or have waived their respective rights to execute this Declaration by written instrument annexed hereto as Exhibit C-1 (which instruments are intended to be recorded in the Register's Office simultaneously with the recordation of this Declaration), or have previously waived their right to do so; and

WHEREAS, the Declarant desires to restrict the manner in which the Subject Property may be developed, redeveloped, maintained and operated in the future, and intends these restrictions to benefit all the land on the Subject Property;

NOW, THEREFORE, the Declarant does hereby declare and agree that the Subject Property shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations, easements, and agreements of this Declaration, which shall run with the Subject Property and which shall be binding on the Declarant, its successors and assigns as follows:

1. **Designation of Large-Scale General Development.** Declarant hereby declares and agrees that, following the Effective Date (as defined in **Section 11** hereof), the Subject Property, if developed pursuant to the Large Scale Special Permit, shall be treated and developed as a "large-scale general development", as such term is defined in the Zoning Resolution in effect on the Effective Date, and shall be developed and enlarged as a single unit.

2. **Development and Use of the Subject Property.**

(a) **Plans.** If the Subject Property is developed in whole or part in accordance with the Large Scale Special Permit, Declarant covenants and agrees that the Proposed Development on the Subject Property shall be constructed substantially in accordance with the following plans prepared by ShoP Architects LLP, and annexed hereto as Exhibit D and made a part hereof (collectively, the "**Plans**"):

Drawing No.	Title	Date
Z-002	ZONING ANALYSIS TABLE	03/10/2025
Z-003	ZONING LOT SITE PLAN	03/10/2025
Z-007	WAIVER SITE PLAN	03/10/2025
Z-008	WAIVER SECTIONS	03/10/2025
Z-010	AXONOMETRICS	03/10/2025

(b) **Representation.** Declarant hereby represents and warrants that as of the Effective Date there will be no restriction of record on the development, enlargement, or use of

the Subject Property, nor any then-existing estate or interest in the Subject Property, nor any lien, obligation, covenant, easement, limitation or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the Subject Property as a large-scale general development as set forth herein.

1. **Additional Restrictions.** Declarant agrees that it shall not apply for or accept a liquor license for the Use Group VIII banquet hall space delineated on the Plans unless such license incorporates a capacity limitation for such Use Group VIII (banquet, function or reception halls) banquet hall space of two hundred (200) occupants.

2. **Project Components Related to the Environment for Construction.** Declarant shall implement and incorporate as part of its construction of the Proposed Development, as appropriate, the following PCRE's related to construction prior to the issuance of the first permit from DOB permitting the demolition, excavation or construction of foundations for the Proposed Development ("**Construction Commencement**") on the Subject Property, as the context may require:

(a) **Construction Air Emissions Reduction Measures.** Prior to Construction Commencement, Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, the following measures for all construction activities (including, but not limited to, demolition and excavation) during the development of the Proposed Development:

(i) To the extent practicable, all non-road, diesel-powered construction equipment with engine power output rating of 50 horsepower or greater and controlled truck fleets (i.e. truck fleets under long term contract with Declarant, such as concrete mixing and pumping trucks), shall utilize the best available tailpipe technology for reducing diesel particulate emissions (currently, diesel particulate filters). Construction contracts shall specify that diesel engines rated at 50 hp or greater shall utilize diesel particulate filters (either original equipment manufacturer or retrofit technology). Retrofitted diesel particulate filters must be verified under either the EPA or California Air Resources Board ("**CARB**") verification programs. Active diesel particulate filters or other technologies proven to achieve an equivalent reduction may also be used.

(ii) To the extent practicable, all on-road diesel-powered construction equipment with a power rating of 50 horsepower (hp) or greater shall meet or achieve at least the equivalent of the United States Environmental Protection Agency ("**EPA**") Tier 3 emission standard.

(iii) All on-site diesel-powered engines shall be operated exclusively with ultra-low sulfur diesel fuel.

(iv) Idling of all on-site vehicles, including non-road engines, for periods longer than three minutes shall be prohibited on the Subject Property for all equipment and vehicles that are not using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or unless otherwise required for the proper operation of the engine.

(v) Electrically powered equipment shall be preferred over diesel-powered and gasoline-powered versions of that equipment, to the extent practicable.

(vi) Declarant shall include, or cause to be included, enforceable contractual requirements with contractors and subcontractors to implement the provisions of this Section 4 (a), with respect to applicable work at the Subject Property.

(b) **Fugitive Dust Control Plan.** Prior to Construction Commencement Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, a plan for the minimization of the emission of dust from construction-related activities during the development of the Proposed Development (the "**Fugitive Dust Control Plan**"), which Fugitive Dust Control Plan shall contain the following measures:

(i) Water sprays shall be used for all demolition, excavation, and transfer of soils to ensure materials will be dampened as necessary to avoid the suspension of dust into the air.

(ii) All trucks hauling loose material shall be equipped with tight fitting tailgates and their loads securely covered prior to leaving the Proposed Development Site.

(iii) Stockpiled soils or debris shall be watered, stabilized with a chemical suppressing agent, or covered.

(iv) Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this Section 4 (b) with respect to applicable work at the Subject Property.

(c) **Construction Noise Reduction Measures.** Prior to Construction Commencement, Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, the following measures for all construction activities (including, but not limited to, demolition and excavation) during the development of the Proposed Development:

(i) Declarant shall develop and implement a plan for minimization of construction noise (the "**Noise Reduction Plan**"). The Noise Reduction Plan shall contain both path control and source control measures, including the following:

a. **Path Control Measures**

- i. Where logistics allow, noisy equipment, such as cranes, concrete pumps, concrete trucks, and delivery trucks, would be located away from and shielded from sensitive receptor locations.
- ii. Noise barriers constructed from plywood or other materials, consistent with the noise barrier requirements set forth in the New York City Department of Environmental Protection (DEP)'s "Rules for Citywide Construction Noise Mitigation," shall be utilized to provide shielding (generally, the construction site would have a minimum 8-foot tall barrier around the perimeter).
- iii. Concrete trucks shall be required to be located inside site-perimeter noise barriers while pouring or being washed out.
- iv. Path noise control measures (i.e., portable noise barriers, panels, enclosures, and acoustical tents) to the extent feasible and practical, as necessary to meet the noise emission levels shown in Table 18-11 in Chapter 18, "Construction."

b. Source Control Measures

- i. Equipment that meets the sound level standards specified in Subchapter 5 of the New York City Noise Control Code shall be utilized from the start of construction. Table 18-11 in Chapter 18, "Construction," of the 2022 FEIS shows the noise levels for typical construction equipment and the mandated noise levels for the equipment that would be used for construction of the Proposed Development. During construction, tower cranes shall not exceed an L_{max} noise level limit of 80 dBA at 50 feet, generators shall not exceed L_{max} noise level limit of 72 dBA at 50 feet, and excavators shall not exceed an L_{max} noise level limit of 80 dBA at 50 feet as set forth in Table 18-11 of the 2022 FEIS.
- ii. As early in the construction period as logistics would allow, diesel- or gas-powered equipment shall be replaced with electrical-powered equipment such as welders, water pumps, bench saws, and table saws (i.e., early electrification) to the extent feasible and practicable. Where electrical equipment cannot be used, diesel or gas-powered generators and pumps

would be located within buildings to the extent feasible and practicable.

- iii. Where feasible and practicable, the construction site shall be configured to minimize back- up alarm noise.
- iv. Construction vehicles shall not idle more than three minutes in accordance with New York City Administrative Code §24-163, except for equipment and vehicles using their engines to operate a loading, unloading, or processing device (e.g., concrete mixing trucks) or otherwise required for the proper operation of the engine.
- v. Contractors and subcontractors shall be required to properly maintain their equipment and mufflers.

(ii) Declarant shall include enforceable contractual requirements with contractors and subcontractors to implement the provisions of this Section 4(c) with respect to applicable work at the Subject Property.

a. Construction Rodent Control Plan.

- i. Prior to Construction Commencement Declarant shall (x) develop a plan for implementation of, and (y) thereafter implement, an integrated plan to control rodents (i.e., mouse and rats, etc.), in accordance with requirements of the Buildings Department, throughout the construction of the Proposed Development. Prior to Construction Commencement, Declarant shall cause its contractor to bait appropriate areas of the Subject Property, using only United States Environmental Protection Agency (“USEPA”) and New York State Department of Environmental Conservation (“DEC”)-registered rodenticide.
- ii. Declarant shall include enforceable contractual requirements in the contracts of all relevant contractors and subcontractors to implement the provisions of this Section 4 (c)(ii)(c) with respect to applicable work at the Subject Property.

b. Maintenance and Protection of Traffic Plan.

- i. Prior to Construction Commencement, Declarant shall prepare a plan which provides diagrams of proposed

temporary lane sidewalk and lane narrowing and/or closures to ensure the safety of the construction workers and the public passing through the area during construction (the “**Maintenance and Protection of Traffic Plan**” or “**MPT**”). Declarant shall submit the MPT to the New York City Department of Transportation (DOT)’s Office of Construction Mitigation and Coordination (OCMC) for review and approval, provided, however, that completion and submission of the MPT shall not be necessary for preliminary site work, unless DOT advises Declarant that a MPT is required.

- ii. Declarant shall include provisions in the contracts of all relevant contractors and subcontractors requiring adherence to the provisions of the MPT plan.

3. **Environmental Mitigation.** Declarants shall, in accordance with the FEIS, undertake the mitigation measures set forth in Sections 3 (a) through 5 (b) below in connection with the Proposed Development on the Subject Property:

(a) **Construction Noise.** At those building façades where significant adverse construction noise impacts are predicted to occur, as set forth in Figure 18-9 of the FEIS and described in Section 3 (a)(i)(a)-(h) below, Declarant shall, prior to Construction Commencement, offer to make available at no cost for purchase and installation (1) storm windows for impacted residential or community facility façades that do not already have insulated glass windows and/or (2) one window air conditioner per living room and bedroom on impacted façades at residences or one window air conditioner per sensitive space at impacted facades of community facility buildings that do not already have alternative means of ventilation.

(i) Impacted façades:

- a. All façades of 109 through 117 West 144th Street;
- b. North, east and west façades of 121 through 137 West 144th Street and north and east façades of 141 West 144th Street;
- c. South façades of residences at 133-163 West 145th Street;
- d. West facade and westernmost column of windows on the south facade of the south residential building at 700 Esplanade Gardens Plaza.
- e. North façades of residences at 104-152 West 144th Street,

- f. East façades of 104 and 144 West 144th Street;
- g. West façade of 112 West 144th Street (eight buildings in total) and
- h. North façade of the New Mt. Calvary Baptist Church at 102 West 144th Street.

(b) **Open Space.**

(i) The FEIS has identified a potential significant adverse impact to open space that may occur when 249 or more residential units are occupied in the Proposed Development and further sets forth that, in order to partially mitigate such impact, the Developer shall reconstruct the playground within Brigadier General Charles Young Playground, located between West 143rd Street, Lenox Avenue/Malcolm X Boulevard, the 145th Street Bridge, and Harlem River Drive in Manhattan, as set forth below in Section 5(b)(xi) (together, the “**Playground Capital Improvements**”), in consultation with the New York City Department of Parks and Recreation (“**DPR**”).

(ii) Declarant shall, in coordination with DPR (a) conduct a community input meeting to obtain feedback from the community on the Playground Capital Improvements prior to directing its consultants to prepare preliminary design plans for the Playground Capital Improvements and (b) present the preliminary design plan of the playground to Manhattan Community Board 10 after receiving DPR’s approval of the preliminary design plan and before submitting the preliminary design plans to the New York City Public Design Commission (“**PDC**”). Declarant shall make a good faith effort to incorporate Community Board 10 comments into the preliminary design plans for the Playground Capital Improvements upon consultation with DPR.

(iii) Declarant shall engage a landscape architect familiar with DPR standards and procedures to prepare the preliminary and final plans for the Playground Capital Improvements. Declarant shall submit to DPR for review preliminary design plans for the Playground Capital Improvements that substantially comply with Section 5(b)(xi) below. Within thirty (30) days of such review, DPR shall either (A) approve the preliminary design plans or (B) notify Declarant in writing of any deficiency, in which case Declarant shall submit revised plans that address such defects. Within twenty (20) days of such revised submission, DPR will either (A) approve the preliminary design plans or (B) notify Declarant in writing of any deficiency with the preliminary design plans, in which case Declarant shall submit revised plans that address such defects. If DPR has not reasonably approved the preliminary design plans after the second round of review, this process shall repeat with twenty (20) -day review periods until DPR has approved the preliminary design plans. Upon issuance of DPR’s approval of the preliminary design plans, the plans shall be deemed design plans to be developed into a final design for the Playground Capital

Improvements. Notwithstanding the foregoing, in the event that DPR has failed to respond in writing to Declarant within thirty (30) days of receipt of the initial submission of the preliminary design plans or within twenty (20) days of receipt of revised preliminary design plans incorporating DPR's comments, as applicable, Declarant shall send a reminder notice to DPR.

(iv) Declarant understands that all designs, plans, and drawings for the Playground Capital Improvements shall be subject to DPR's then-current review process and that DPR may request designs, plans, drawings, and additional information on the Playground Capital Improvements, including but not limited to costs, maintenance, and specifications. DPR anticipates that the design of the Playground Capital Improvements will require submission, review, and approval, of a conceptual plan, 30% construction drawings, 50% construction drawings, 80% construction drawings, and 100% construction drawings. Declarant will not be permitted to begin any work in Brigadier General Charles Young Playground to implement the Playground Capital Improvements until DPR has approved all requested designs and drawings pertaining to the Playground Capital Improvements.

(v) Declarant shall manage and coordinate the review of the Playground Capital Improvements design submissions to PDC; and manage and coordinate any review of the Playground Capital Improvements that may be required by any agencies and utilities of the City of New York, including but not limited to the New York City Department of Environmental Protection, the New York City Department of Transportation, the Metropolitan Transportation Authority, and Con Edison.

(vi) Except as otherwise provided in this Section 5(b), Declarant shall not accept and DOB shall not issue a Temporary Certificate of Occupancy ("**TCO**") for the Proposed Development that would result in occupancy of 249 or more new residential units, until DPR has certified to DOB that the Playground Capital Improvements have been substantially completed (hereinafter, a "**Certificate of Substantial Completion**"). "Substantial completion" or "substantially complete" shall mean completion of construction substantially in accordance with the final design plans, in the reasonable determination of DPR, notwithstanding that minor or insubstantial details of construction, decoration or mechanical adjustment remain to be performed.

(vii) Declarant shall not accept and DOB shall not issue a Permanent Certificate of Occupancy ("**PCO**") for the Proposed Development that would result in occupancy of 249 or more new residential units, until DPR has certified to DOB that the Playground Capital Improvements have been finally completed (hereinafter, a "**Certificate of Final Completion**").

(viii) Declarant shall coordinate with DPR, as necessary, regarding the Playground Capital Improvements. DPR shall (i) consult with Declarant on the community input meeting and presentation of the preliminary design of the Playground Capital Improvements to Manhattan Community Board 10 and (ii) cooperate with Declarant to diligently review and approve all drawings and specifications submitted by Declarant that are required to obtain all necessary approvals to implement the Playground Capital Improvements in a timely manner.

(ix) After Declarant has received approval for its design from DPR, PDC, and any other necessary agencies and utilities, Declarant must begin construction on the Playground Capital Improvements within one year. Before performing any work on DPR property, including but not limited to exploratory work, staging, storage of materials, excavation, demotion, or construction, Declarant must apply for and receive a DPR Construction Permit.

(x) Notwithstanding anything provided in this Section 5(b), if the Chair of DCP (the “**Chair**”), in consultation with DPR reasonably determines that, due to any Uncontrollable Circumstance, Declarant is unable to implement Playground Capital Improvements, the Chair shall grant Declarant appropriate relief, which may include notifying DOB that a TCO or PCO may be issued for the Proposed Development, or portions thereof, as reasonably determined by the Chair, and Declarant may be entitled to obtain such TCO or PCO notwithstanding that the Playground Capital Improvements have not obtained a Certificate of Substantial Completion or Certificate of Final Completion, as the case may be. In the event an Uncontrollable Circumstance has occurred and Declarant proceeds under the preceding sentence, the Chair may require that Declarant post a reasonable bond, letter of credit, or other reasonable security in a form reasonably acceptable to the City in order to ensure that (i) the Playground Capital Improvements will be completed in accordance with the provisions of this Declaration, and (ii) upon cessation of the Uncontrollable Circumstance(s), Declarant shall recommence work on the Playground Capital Improvements in accordance with the provisions of this Declaration.

(xi) The Playground Capital Improvements include redesigning and rebuilding the 29,000 sf playground, which includes the adult fitness area, at the Brigadier General Charles Young Playground (collectively, the “**Play Area**”). The elements and design of the rebuilt Play Area will include new play equipment, spray showers and adult fitness equipment unless DPR approves a design with alternative elements due to community input. The Playground Capital Improvements include, but are not limited to:

- a. Remove existing pavement, fencing, play equipment, spray shower, safety surface, fitness equipment, benches, lighting within the Play Area.

- b. Install new pavement, safety surface, play equipment, and adult fitness equipment within the Play Area.
- c. Lower perimeter fence around the Play Area.
- d. Install drinking fountains within the Play Area.
- e. Replace benches, light posts, sprinklers, and other equipment within the Play Area. Where possible and reasonable, and as deemed acceptable by DPR, existing items, such as light poles, benches, trash bins, and equipment that are in good condition will be reused.
- f. Install local plantings and prune trees within the Play Area.
- g. Provide electrical connections, as needed, for spray shower and lighting within the Play Area.
- h. Install a property line box, if one does not exist, and related electrical lines within the Play Area as directed by DOT's Lighting Division.
- i. Install plumbing branchwork for fresh water connection to new fountains and/or sprinklers in the Play Area and install a backflow preventer, as needed.
- j. Install basic drainage within the Play Area including new drainage lines and catch basins.
- k. Provide hard or soft scape for the playground and adult fitness area within the Play Area.
- l. Although the intent is to preserve trees, remove any trees determined to be in poor health by DPR's Forestry Division.
- m. Repair any sidewalk adjacent to the Play Area that has been disturbed by the playground reconstruction or is in poor condition.

(xii) All work to implement the Playground Capital Improvements shall comply with the New York City Unified Storm Water Rule set forth in Title 15, chapters 19.1 and 31 of the Rules of the City of New York ("RCNY"), where applicable.

(xiii) Declarant shall undertake and complete, or cause to be undertaken and completed, the performance of the Playground Capital Improvements in a good and worker-like manner and in accordance with applicable laws, statutes, ordinances, and all orders, rules, regulations, interpretations, directives and requirements of any Governmental Authority. "**Governmental Authority**" shall mean any Federal, State, City or County

governmental authority or quasi-governmental authority of any political subdivision thereof, or any agency, department, commission, board or instrumentality of any thereof)

(xiv) Alternative Open Space Mitigation. If, at any time before Declarant begins initial schematic or other drawings of its design for the Playground Capital Improvements, DPR provides notice that the Playground Capital Improvements should not be implemented because they would conflict with other design or construction plans actively in progress for Brigadier General Charles Young Playground, then within twenty (20) business days of such notice DCP and DPR shall in writing (1) propose alternative open space mitigation measures to be constructed at another park or public open space within the FEIS study area; (2) provide a detailed scope of work for such alternative open space mitigation measures (“**Alternative Open Space Mitigation Scope**”) and (3) provide cost estimates prepared by DPR confirming that the estimated cost of the Alternative Open Space Mitigation Scope is consistent with, and does not exceed, in aggregate the total cost estimate of the Playground Capital Improvements. The total cost estimate of the Playground Capital Improvements is \$8,800,000 Million Dollars, as adjusted by the Consumer Price Index (CPI) from 2025.

- a. Declarant shall provide Parks with 90 days’ written notice before it begins the preliminary design as set forth in Section (3)(b)(ii)(b) of the Playground Capital Improvements, and ask DPR whether it will request an Alternative Open Space Mitigation Scope or any changes to the Playground Capital Improvements.
- b. Within thirty (30) days of receiving an Alternative Open Space Mitigation Scope or significant changes to the Playground Capital Improvements listed in Section 3(b)(xi) above, if Declarant determines that such Alternative Open Space Scope or significant changes to the Playground Capital Improvements would increase DPR’s cost estimate for all open space mitigation work to more than \$8,800,000.00 as adjusted by CPI from 2025 (the “Cap”), then Declarant may notify DPR and DCP, and DPR and Declarant shall work in good faith to resolve the discrepancy so that such Alternative Open Space Mitigation Scope or changes to the Playground Capital Improvements does not exceed the Cap.
- c. If Declarant and DPR cannot agree on changes to Playground Capital Improvements or an Alternative Open Space Mitigation Scope and Declarant chooses not to implement such Playground Capital Improvements or an Alternative Open Space Mitigation Scope Declarant shall make a payment to DPR of \$8.8M, as adjusted by CPI from 2025 to the time of payment. After such payment has been made to DPR, Declarant shall have no further payment obligation and DPR shall notify DOB that Declarant has satisfied the open space mitigation requirements in full and such

requirements shall not be an impediment to the issuance of a TCO or PCO for the Proposed Development. .

(xv) Declarant shall not be responsible for the maintenance, repair or capital replacement of the Playground Capital Improvements or Alternative Open Space Mitigation Scope, as applicable.

4. **Inconsistencies with the FEIS.** If this Declaration inadvertently fails to include a PCRE or Mitigation Measure set forth in the FEIS as a PCRE or Mitigation Measure to be implemented by Declarant, such PCRE or Mitigation Measure shall be deemed incorporated in this Declaration by reference. If there is any inconsistency between a PCRE or Mitigation Measure as set forth in the FEIS and as incorporated in this Declaration as a PCRE or Mitigation Measure, the PCRE or Mitigation Measure as set forth in the FEIS and Technical Memorandum shall be applicable.

5. **Innovation and Alternatives: Modifications Based on Further Assessments.**

(a) **Innovation and Alternatives.** In complying with **Sections 2 (a)** through **3(b)** of this Declaration, Declarant may, at its election, implement innovations, technologies or alternatives that are or become available, which Declarant demonstrates to the satisfaction of DCP would result in equal or better methods of achieving the relevant PCRE or Mitigation Measure, than those set forth in this Declaration.

(b) **Process for Innovations, Alternatives and Modifications Pursuant to Section 5.** Following the delivery of a Notice to DCP requesting an Innovation, Alternative or Modification pursuant to **Section 5** hereof (the “**Section5 Request**”), Declarant shall meet with DCP to respond to any questions or comments on such request and accompanying materials, and shall provide additional information as may reasonably be requested by DCP in writing in order to allow DCP to determine whether to grant the Section 5 Request, acting in consultation with City agency personnel as necessary in relation to the subject matter of the Section 5 Request.

(c) **Modifications Based on Further Assessments.** In the event that Declarant believes, based on changed conditions, that a PCRE or Mitigation Measure required under **Sections 2(a)** through **3(b)** could be eliminated, reduced or modified without diminishment of the environmental standards that would be achieved by implementation of the PCRE or Mitigation Measure, it shall set forth the basis for such belief in an analysis submitted to DCP, and other relevant City agencies such as DOT and DEP (the “**Modification Request**”). Following the delivery of the Modification Request, Declarant shall meet with DCP and the relevant City agencies to respond to any questions or comments on such request and accompanying materials and shall provide additional information as may be reasonably requested by DCP. Upon reviewing the Modification Request and any other materials submitted, DCP shall issue a written determination within ten (10) business days after receipt of the request. In the event that, based upon review of such analysis, DCP determines that

the relevant PCRE or Mitigation Measure should not apply or could be modified, Declarant may eliminate or modify the PCRE or Mitigation Measure consistent with the DCP determination, provided that Declarant records a notice of such change, as approved by DCP Counsel's Office, against the Subject Property in the office of the City Register.

6. Implementation of PCREs

(a) Declarant agrees that prior to Construction Commencement, Declarant shall provide an affirmation by an authorized representative in writing to DCP and the Department of Buildings that all applicable contracts and/or subcontracts, as applicable for such construction activity, specify provisions for the implementation of the construction period PCREs required under **Section 2** of this Declaration (the "**Construction Monitoring Measures**" or "**CMMs**").

(b) Subject to compliance with all generally applicable site safety requirements or the construction manager's safety requirements pursuant to construction contracts or imposed as part of the site safety protocol in effect for the Subject Property, DCP, or any other applicable City agency, may, upon prior written or telephonic notice to Declarant, enter upon the Subject Property during business hours on business days for the purpose of conducting inspections to verify Declarant's implementation and performance of the CMMs; provided, however, that any such inspections shall be (i) coordinated with Declarant's construction activities and use of the Subject Property by the occupants of and visitors to the Subject Property, and (ii) conducted in a manner that will minimize any interference with, delay construction of, or create any safety hazard at, the Proposed Development. Declarant shall cooperate with DCP (or such other applicable City agency) and its representatives, and shall not delay or withhold any information or access to the Subject Property reasonably requested by DCP (or such other applicable City agency). Notwithstanding the foregoing, Declarant shall not be obligated to provide DCP or any other City agency with access to tenant occupied spaces or those portions of the Subject Property not owned and controlled by Declarant (such as individual condominium units).

(c) If DCP determines, based on information provided by DOB and others, or through its own inspection of the Subject Property during construction, as applicable, that there is a basis for concluding that Declarant has failed to implement or to cause its contractors to implement a CMM, DCP may thereupon give Declarant written notice of such alleged violation (each, a "**CMM Default Notice**"), transmitted by hand or via overnight courier service to the address for Notices for Declarant set forth in **Section 11**. Notwithstanding any provisions to the contrary contained in **Section 12** of this Declaration, following receipt of a CMM Default Notice, Declarant shall: (i) effect a cure of the alleged violation within fifteen (15) business days; (ii) seek to demonstrate to DCP in writing within five (5) business days of receipt of the CMM Default Notice why the alleged violation did not occur and does not then exist; or (iii) seek to demonstrate to DCP in writing within five (5) business days of receipt of the CMM Default Notice that a cure period greater than fifteen (15) business days would not be harmful to the environment or that the required cure cannot

be accomplished within fifteen (15) business days (such longer cure period, a “**Proposed Cure Period**”). If DCP accepts within two (2) business days of receipt of a writing from Declarant that the alleged violation did not occur and does not then exist, DCP shall withdraw the CMM Default Notice and Declarant shall have no obligation to cure. If DCP accepts a Proposed Cure Period in writing within two (2) business day of receipt of a writing from Declarant, then this shall become the applicable cure period for the alleged violation (the “**New Cure Period**”), provided that if DCP does not act with respect to a Proposed Cure Period within two (2) business days or after receipt of a writing from Declarant with respect thereto, the running of the fifteen (15) day cure period for the alleged violation shall be tolled until such time as DCP so acts. If Declarant fails to: (i) effect a cure of the alleged violation; (ii) cure the alleged violation within a New Cure Period, if one has been established; or (iii) demonstrate to DCP’s satisfaction that a violation has not occurred, then representatives of Declarant shall, promptly at DCP’s request, and upon a time and date, and a location acceptable to DCP, convene a meeting (and, at the election of the parties, additional meetings) with DCP representatives. If, subsequent to such meetings, Declarant is unable reasonably to satisfy the DCP representatives that no violation exists or is continuing or the Declarant and DCP are unable to agree upon a method for curing the violation within a time period acceptable to DCP, DCP shall have the right to exercise any remedy available at law or in equity or by way of administrative enforcement, to obtain or compel Declarant’s performance under this Declaration, including seeking an injunction to stop work on the Subject Property, as necessary, to ensure that the violation does not continue, until the Declarant demonstrates either that the violation does not exist or that it has cured the violation, subject to the cure provisions of **Section 12(d)** hereof (as modified for the cure periods set forth in this **Section 6(f)** and the limitations of **Sections 8, 10(a), 12(c) and 13** hereof. Nothing herein shall be construed as a waiver of any legal or equitable defense that Declarant may have in any enforcement action or proceeding initiated by DCP in accordance with this provision.

7. Uncontrollable Circumstance Involving a PCRE or Mitigation Measure.

Notwithstanding any provision of **Section 12(e)** to the contrary, where the obligation as to which an Uncontrollable Circumstance applies is a PCRE or Mitigation Measure set forth in **Sections 2 or 3** of the Declaration, Declarant may not be excused from performing such PCRE or Mitigation Measure that is affected by the Uncontrollable Circumstance (x) unless such PCRE or Mitigation Measure cannot be reasonably implemented during the Uncontrollable Circumstance or (y) unless and until the Chair has made a determination in his or her reasonable discretion that not implementing the PCRE or Mitigation Measure during the period of the Uncontrollable Circumstance, or implementing an alternative proposed by Declarant, would not result in any new or different significant adverse environmental impact not addressed in the FEIS.

8. Binding Effect. The restrictions, covenants, rights and agreements set forth in this Declaration shall be binding upon Declarant, or Declarant's successor or assign thereof, and any party acquiring an interest in any portion of the Subject Property (which party shall

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

9. Recordation.

(a) **Effective Date.** This Declaration and the provisions and covenants hereof shall become effective only upon the Effective Date (defined hereinafter), provided, that in the event that any administrative, judicial, or other action or enforcement proceeding is brought challenging the validity of the Large Scale Special Permits, the approval of any of the Land Use Applications, the conveyance of any portion of the Subject Property to the Declarant or any action undertaken in connection with or related thereto, then the Effective Date shall be deferred to the date of final resolution of such action or proceeding, including any appeals, upholding in all respects the validity of the Large Scale Special Permits, the approval of the Land Use Applications, the conveyance of any portion of the Subject Property, or such related action(s), as the case may be.

(i) **"Effective Date"** shall mean the date upon which the Final Approval (hereinafter defined) becomes effective.

(ii) **"Final Approval"** shall mean approval of the Land Use Applications (with the exception of the Certifications) by the Commission pursuant to New York City Charter Section 197-c, which shall be effective on the date that the City Council's period of review has expired, unless (a) pursuant to New York City Charter Section 197-d(b), the City Council reviews the decision of the Commission approving the Land Use Applications and takes final action pursuant to New York City Charter Section 197-d approving the Land Use Applications, in which event "Final Approval" shall mean such approval of the Land Use Applications by the City Council or (b) the City Council disapproves the decision of the Commission and the Office of 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 Office of the Mayor's disapproval, in which event "Final Approval"

shall mean the Office of 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 Land Use Applications.

(b) **Recordation.** Within ten (10) business days of the date hereof, Declarant shall endeavor to file and record this Declaration (together with all of the exhibits hereto) in the Office of the City Register of the City of New York (the "**Register's Office**"), indexing this Declaration against the Subject Property. Declarant shall deliver to the Commission a copy of all such documents, as recorded, certified by the Register, promptly upon receipt of such documents from 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 (as permitted in accordance with this paragraph), shall be borne by Declarant.

10. Limitation of Liability and Indemnification.

(a) **Limitation of Liability.**

(i) The City shall look solely to the fee estate and interest of Declarant and any and all of its successors and assigns in the Subject Property, on an *in rem* basis only, for the collection of any money judgment recovered against Declarant or its successors and assigns, and no other property of Declarant or its principals, partners, shareholders, directors, members, officers or employees or successors and assigns 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 Declarant shall have no personal liability under this Declaration. In the event that any building in the Projected Development is converted to condominium form of ownership, every condominium unit (other than an Affordable Housing Unit) shall, as successor in interest to Declarant, be subject to levy or execution for the satisfaction of any monetary remedies of the City, to the extent of each Unit Interested Party's Individual Assessment Interest, and provided that such enforcement procedures shall be taken simultaneously against all the condominium units in the Projected Development and not against selected individual units only. The "**Individual Assessment Interest**" shall mean the Unit Interested Party's percentage interest in the common elements of the condominium in which such condominium unit is located applied to the assessment imposed by the Association on the condominium in which such condominium unit is located. In the event of a default in the obligations of the Association as set forth herein, the City shall have a lien upon the property owned by each Unit Interested Party solely to the extent of each such Unit Interested Party's unpaid Individual Assessment Interest, which lien shall include such Unit Interested Party's

obligation for the costs of collection of such Unit Interested Party's unpaid Individual Assessment Interest. Such lien shall be subordinate to the lien of any Mortgage, the lien of any real property taxes, and the lien of the board of managers of any such condominium for unpaid common charges of the condominium, and the lien of the Association pursuant to the provisions of this Declaration. The City agrees that, prior to enforcing its rights against a Unit Interested Party, the City shall first attempt to enforce its rights under this Declaration against Declarant, the Association and the boards of managers of any condominium association. In the event that the Association shall default in its obligations under this Declaration, the City shall have the right to obtain from the Association and/or boards of managers of any condominium association, the names of the Unit Interested Parties who have not paid their Individual Assessment Interests. Notwithstanding the foregoing, nothing in this Section shall be deemed to preclude, qualify, limit or prevent any of the City's governmental rights, powers or remedies, including without limitation, with respect to the satisfaction of the remedies of the City, under any laws, statutes, codes or ordinances.

(ii) The restrictions, covenants and agreements set forth in this Declaration shall bind Declarant and any successor-in-interest only for the period during which Declarant and any such successor-in-interest is the holder of a fee interest in, or is a Party in Interest of, the Subject Property and only to the extent of such fee interest or the interest rendering Declarant a Party in Interest. At such time as the named Declarant has no further fee interest in the Subject Property and is no longer a Party in Interest of the Subject Property, such Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest and Declarant's successors-in-interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities here-under to the extent of such successor-in interest's interest.

(b) **Indemnification.**

(i) If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration 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, Declarant shall indemnify and hold harmless the City from and against all of its reasonable and actual third party legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Declaration, provided, however, that nothing in this Section shall impose on the Association any indemnification obligations other than the reasonable and actual third party legal and administrative expenses incurred by the City arising out of or in connection with the enforcement of such obligations. If any judgment is obtained against Declarant from a court of competent jurisdiction in connection with this Declaration and such

judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Declarant 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 enforcement of said judgment.

(ii) Declarant shall indemnify and hold harmless the City and their respective officers, employees and agents from and against 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 Declarant's default under this Agreement (including, without limitation, if Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Agreement 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), or the negligence of Declarant, its agents, servants or employees in undertaking its obligations under this Agreement unless such claims, actions or judgments arose out of the negligence, recklessness or willful acts of the City, its agents or its employees; provided, however, that should any such claim be made or action brought, Declarant 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 written consent of City, unless (i) the City is indemnified fully pursuant to this Section, and (ii) the City has no obligation under the settlement, financial or otherwise.

(iii) The City shall indemnify and hold harmless Declarant and their respective officers, employees and agents from and against 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 the City's default under this Declaration (provided that the City is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration 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), or the negligence of the City, its agents, servants or employees in undertaking its obligations under this Declaration unless such claims, actions or judgments arose out of the negligence, recklessness or willful acts of Declarant, its agents or their employees.

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

(a) if to Declarant:

One45 Lenox LLC
85 Delancey Street
New York, New York 10002

with a copy to:
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attn: Paul D. Selver

- (b) if to the Commission:

New York City Planning Commission
120 Broadway, 31st Floor
New York, New York 10271
Attention: Chairperson

with a copy to:

The general counsel of Commission at the same address

- (c) if to a Party-in-Interest other than Declarant:

at the address provided in writing to Commission in accordance with this **Section 7**.

- (d) if to a mortgagee of all or any portion of the Subject Property (a “**Mortgagee**”):

at the address provided in writing to Commission in accordance with this **Section 7**.

Declarant, Commission, any Party-in-Interest, and any Mortgagee may, by notice provided in accordance with this **Section 11**, change any name or address for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered (x) in at least one of the following manners: (i) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall be deemed delivered for all purposes hereunder five days after being actually mailed; (ii) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (iii) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received, and (y) with a courtesy copy delivered via electronic mail. All Notices from Commission to a Declarant shall also be sent to every Mortgagee of whom Commission has notice, and no Notice shall be deemed properly given to a Declarant without such notice to such Mortgagee(s). In the event that there is more than one Declarant at any time, any Notice from the City or the Commission shall be provided to all Declarants of whom Commission has notice.

12. Enforcement, Defaults and Remedies.

(a) Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit the City. If a Declarant fails to perform any of a Declarant's obligations under this Declaration, the City shall have the right to enforce this Declaration against Declarant and exercise any administrative, legal, or equitable remedy available to the City, and Declarant hereby consents to same; provided that this Declaration shall not be deemed to diminish Declarant's or any other Party-in-Interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it, and provided further, that the City's rights of enforcement under this Declaration shall be subject to the cure provisions and periods set forth in this Declaration. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive and that the City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Declaration and a revocation by the City of any certificate of occupancy, temporary or permanent, for any portion of the Large Scale Development Project on the Subject Property subject to the Large-Scale Special Permits.

(b) **[INTENTIONALLY OMITTED]**

(c) **No Enforcement by Third Parties.** Notwithstanding any provision of this Declaration to the contrary, only Declarant, Declarant's successors and assigns, and the City shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Large-Scale Special Permits. In any proceedings brought by the City against Declarant seeking to deny or revoke building permits or certificates of occupancy with respect to the Proposed Development on the Subject Property, or to revoke any Large-Scale Special Permits approved by the Land Use Applications, or to impose a lien, fine or other penalty, or to pursue any other remedy available to the City, if the event or occurrence which is the basis of an allegation of a failure to comply by a Declarant is associated with a particular lot or portion(s) of lots developed as part of the Proposed Development on the Subject Property, then the City shall only deny or seek the revocation of building permits or certificates of occupancy for such lot(s) or portion(s) of lots, and only seek to impose a fine, lien or other penalty on such lot(s) or portion(s) of a lot, and any such event or occurrence shall not provide the basis for denial or revocation of the Special Permits approved by the Land Use Applications or building permits or certificates of occupancy, or the imposition of any fine, lien or other penalty, with respect to other lot(s) or portion(s) of a lot comprising a portion of the Proposed Development for which no such failure to comply has occurred. No Person other than Declarant, any Mortgagee, all holders of all holders of mortgages secured by any condominium unit or other individual residential unit located within the Subject Property and, from and after the Association

Obligation Date, the Association, shall have any right to enforce the provisions of this Declaration. This Declaration shall not create any enforceable interest or right in any Person, other than Declarant, any Mortgagee and, from and after the Association Obligation Date, the Association, any of which shall be deemed to be a proper Person to enforce the provisions of this Declaration, and nothing contained herein shall be deemed to allow any other Person, any interest or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Applications.

(d) **Notice and Cure.**

(i) Prior to the City instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, the City shall give Declarant, every Mortgagee and every Party-in-Interest thirty (30) business days written notice of such alleged violation, during which period the Declarant, any Party-in-Interest and any Mortgagee shall have the opportunity to effect a cure of such alleged violation or to demonstrate to City why the alleged violation has not occurred. If a Mortgagee or Party-in-Interest performs any obligation or effects any cure a Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of Declarant and shall be accepted by any person or entity benefited hereunder, including the Commission and City, as if performed by Declarant. If Declarant, any Party-in-Interest or Mortgagee commences to effect such cure within such thirty (30) day period (or if cure is not capable of being commenced within such thirty (30) day period, Declarant, any Party-in-Interest or Mortgagee commences to effect such cure when such commencement is reasonably possible), and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period (as such may be extended or shortened in accordance with the preceding clause) shall be extended for so long as Declarant, any Party-in-Interest or Mortgagee continues to proceed diligently with the effectuation of such cure, as reasonably determined by the City. In the event ownership of any of the lots constituting the Subject Property is held by multiple Declarants, notice as to those lots shall be provided to all Declarants of such lots from whom the City has received notice in accordance with **Section 11** hereof.

(ii) If, after due notice and opportunity to cure as set forth in this Declaration, Declarant fails to observe any of the terms or conditions of this Declaration, and Declarant fails to cure such violation within the applicable grace period provided in herein, then, upon the expiration of such cure period, prior to institution by the City of any action or proceeding against Declarant, every Mortgagee and Party in Interest shall be given thirty (30) days written notice of such alleged violation by the City, during which period each Mortgagee and Party in Interest shall have the opportunity to effect such cure. If any Mortgagee or Party in Interest commences to effect a cure during such thirty (30) day period and thereafter proceeds diligently to complete the effectuation of such cure, such cure

period shall be extended for so long as any Mortgagee or Party in Interest continues to proceed diligently toward such cure. If a Mortgagee or Party in Interest performs any obligation or effects any cure Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of Declarant and shall be accepted by any person or entity benefited hereunder, including the Commission and the City, as if performed by Declarant.

(iii) If, after due notice and opportunity to cure as set forth in this Declaration, Declarant, Mortgagee or a Party-in-Interest shall fail to cure the alleged breach or other violation under this Declaration within the applicable grace period provided herein, the City may exercise any and all of its rights, including without limitation those delineated herein, and may disapprove any amendment, modification or cancellation of this Declaration on the sole ground that a Declarant is in default of a material obligation under this Declaration. The time period for curing any violation by a Declarant, Mortgagee, and/or Party-in-Interest shall be subject to extension for Uncontrollable Circumstances pursuant to **Section 13** hereof. The time period for curing any violation by Declarant, Mortgagee, and/or Party-in-Interest shall be subject to extension for Uncontrollable Circumstances pursuant to the provisions of this Declaration.

13. Delay by Reason of Uncontrollable Circumstances.

In the event that Declarant is unable to comply with any requirements of this Declaration ("Obligations") as a result of an Uncontrollable Circumstance, then Declarant may, upon written notice to the Chair (the "Delay Notice"), request that the Chair, certify the existence of such Uncontrollable Circumstance. Such Delay Notice shall be requested within five (5) days after the occurrence of such Uncontrollable Circumstances becomes apparent and include a description of the Uncontrollable Circumstance, and, if known to such Declarant, its cause and probable duration and the impact it is reasonably anticipated to have on the completion of the item of work, to the extent known and reasonably determined by the Declarant. In the exercise of its reasonable judgment the Chair shall, within ten (10) days of its receipt of the Delay Notice, certify in writing whether an Uncontrollable Circumstance has occurred. If the Chair certifies that a Uncontrollable Circumstance does not exist, the Chair shall set forth with reasonable specificity, in the certification, the reasons therefor. If the Chair certifies a Uncontrollable Circumstance exists, upon such notification, the Chair shall grant Declarant appropriate relief including notifying DOB that a Building Permit, TCO, or a PCO, as applicable, may be issued for any buildings, or portions thereof, located on the Subject Property. Failure to respond within such ten (10) day period shall be deemed to be a certification by the City that Uncontrollable Circumstances have occurred. Any delay arising by reason of an Uncontrollable Circumstance shall be deemed to continue only as long as the Uncontrollable Circumstance continues. Upon a certification or deemed certification that Uncontrollable Circumstance has occurred, the City may grant such Declarant appropriate relief. As a condition of granting such relief, the City may require that such Declarant post a bond, letter of credit or other security in a form reasonably acceptable to the City and naming the City as beneficiary in order to ensure that the Obligation will be completed in accordance with the provisions of this Declaration. Such security shall be

in a sum equal to 160% of the estimated cost of the remaining work required to Finally Complete the Obligation, as certified by Declarant's licensed professional, unless the City and Declarant agree to a reduced amount. Declarant shall re-commence the Obligation at the end of the probable duration of the Uncontrollable Circumstance specified in the Delay Notice, or such lesser period of time as the Chair reasonably determined the Uncontrollable Circumstance shall continue; provided, however, that if the Uncontrollable Circumstance has a longer duration than as set forth in the Delay Notice, or as reasonably determined by the Chair, the Chair shall grant additional time to re-commence the Obligation. If Declarant fails to resume performance of the work or implement the measure needed to complete the Obligation within three (3) months after the cessation of the Uncontrollable Circumstance (as reasonably determined by the Chair), the City may undertake performance of the work or implement the measure needed to complete the Obligation, and draw upon the aforesaid security, to the extent required to complete the Obligation. Upon Final Completion of the PCRE or mitigation (either by Declarant or the City), the City shall return the aforesaid security (or the undrawn balance thereof) to Declarant.

(i) **"Uncontrollable Circumstance"** shall mean: an occurrence beyond the reasonable control of Declarant which delays the performance of Declarant's obligations hereunder, provided that Declarant has taken all reasonable steps reasonably necessary to control or to minimize such delay, and which occurrences shall include, but not be limited to: (i) a strike, lockout or labor dispute; (ii) the inability to obtain labor or materials or reasonable substitutes therefor; (iii) acts of God; (iv) restrictions, regulations, orders, controls or judgments of any Governmental Authority; (v) undue material delay in the issuance of approvals by any Governmental Authority, provided that such delay is not caused by any act or omission of Declarant; (vi) enemy or hostile government action, civil commotion, insurrection, terrorism, revolution or sabotage; (vii) fire or other casualty; (viii) a taking of the whole or any portion of the Subject Property by condemnation or eminent domain; (ix) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (x) unforeseen underground or soil conditions, provided that Declarant did not and could not reasonably have anticipated the existence thereof as of the date hereof; (xi) the denial of access to adjoining real property, notwithstanding the existence of a right of access to such real property in favor of Declarant arising by contract, this Declaration; or Legal Requirements, (xii) failure or inability of a public utility to provide adequate power, heat or light or any other utility service; (xiii) a pandemic outbreak of communicable disease or other public health emergency resulting in construction moratoriums; or (xiv) orders of any court of competent jurisdiction, including, without limitation, any litigation which results in an injunction or restraining order prohibiting or otherwise delaying the construction of any portion of the Subject Property.

14. Applications.

(a) Declarant and/or Declarant's successors or assigns shall include a copy of this Declaration with any application made to DOB for a foundation, new building, alteration, or other

permit for any portion of the Proposed Development subject to the Land Use Applications. Nothing in this Declaration, including but not limited to the declaration and covenant made in **Section 1** hereof to develop and enlarge the Subject Property as a single unit, shall be construed to prohibit or preclude Declarant from filing for, or DOB from issuing, any permit for all or any portion of the Proposed Development, in such phase or order as the Declarant sees fit in the Declarant's sole discretion.

(b) Subject to the requirements of **Section 15** hereof, nothing in this Declaration shall be construed to prevent Declarant or any of Declarant's successors or assigns from making any application of any sort to any governmental agency or department (each an "Agency") in connection with the development of the Subject Property; provided, that Declarant shall include a copy of this Declaration in connection with any application for any such discretionary approval, and provided that nothing in this **Section 14(b)** shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City.

15. Amendment, Modification and Cancellation.

(a) This Declaration may be amended, cancelled, or modified upon application by Declarant and upon the express written approval of Commission or an agency succeeding to Commission's jurisdiction. No other approval by any other public body, private person, or legal entity of any kind shall be required for such modification, amendment or cancellation.

(b) Notwithstanding anything to the contrary contained in this Declaration, any change to this Declaration proposed by Declarant and submitted to the Chair, which the Chair deems to be a minor modification of this Declaration, may, by express written consent, be approved administratively by the Chair and no other approval or consent shall be required from the Commission, any public body, private person or legal entity of any kind.

(c) Notwithstanding anything to the contrary contained in this Declaration, for so long as Declarant (including any successor to its interest as fee owner of all or any portion of the Subject Property, other than a Unit Interested Party) shall hold any fee interest in the Subject Property, or any portion thereof, (i) all Unit Interested Parties, (ii) all boards of managers of any condominium or cooperative association, and (iii) the Association, hereby (x) irrevocably consent to any amendment, modification, cancellation, revision or other change in this Declaration by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominate, constitute and appoint Declarant, their true and lawful attorney-in-fact, coupled with an interest, to execute any document or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

(d) Notwithstanding anything to the contrary contained in this Declaration, if the Land Use Applications, as approved or modified by the City Council, 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. Prior to the recordation of such instrument, Declarant shall notify the Chair 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 the proper provisions which are not discharged survive such termination. Upon recordation of such instrument, Declarant shall provide a copy thereof to Commission so certified by the Register's Office. If some of the Land Use Applications are declared invalid, then Declarant may apply for modification, amendment or cancellation of this Declaration in accordance with this **Section 15**.

(e) From and after the date that no Declarant holds any fee interest in the Subject Property or any portion thereof (other than one or more individual residential or commercial condominium units), and provided the Association shall have been organized as provided in this Declaration, the Association shall be deemed to be the sole Declarant and Party-in-Interest under this Declaration for that portion of the Proposed Development upon that portion of the Subject Property for which the Association was formed. In such event, the Association shall be the sole party with any right to amend, modify, cancel, revise or otherwise change this Declaration, or make any application therefor, and each and every Unit Interested Party hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Declaration by the Association; (y) waives and subordinates any rights it may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration, and (z) nominates, constitutes and appoints the Association its true and lawful attorney-in-fact, coupled with an interest to execute any documents or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

16. 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.

17. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

18. **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.

19. **Approvals.** Wherever in this Declaration the certification, consent or approval of Declarant, the Chair, or the 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.

20. **Further Assurances.** Declarant and the City each agree to execute, acknowledge and deliver such further instruments, and take such other or further actions as may be reasonably required in order to carry out and effectuate the intent and purpose of this Declaration or to confirm or perfect any right to be created or transferred hereunder, all at the sole cost and expense of the party requesting such further assurances.

21. **Estoppel Certificates.** Whenever requested by a party, the other party shall within ten (10) days thereafter furnish to the requesting party a written certificate setting forth: (i) that this Declaration is in full force and effect and has not been modified (or, if this Declaration has been modified, that this Declaration is in full force and effect, as modified) and (ii) whether or not, to the best of its knowledge, the requesting party is in default under any provisions of this Declaration and if such a default exists, the nature of such default.

22. **Counterparts.** This Declaration may be executed in one or more counterparts, each of which shall be an original and all of which, together, shall constitute one agreement.

23. **Right to Sue.** Nothing contained herein shall prevent Declarant from asserting any claim or action against the City, or any of its agencies or any of its officials, arising out of the performance by the City, or agency thereof, or failure of the City or agency thereof, to perform, any the obligations of the City, or agency thereof, under this Declaration or the exercise, by the City, or any agency thereof, of any of its rights under this Declaration. Nothing contained herein shall prevent the City of New York or any of its officials from asserting any claim or action against Declarant arising out of Declarant's performance of, or failure to perform, any of its obligations under this Declaration, or the exercise by Declarant of any of their rights under this Declaration.

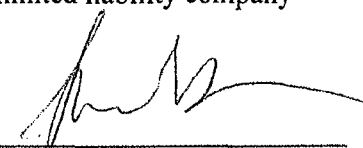
[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the date first written above.

ONE45 LENOX LLC, a

New York limited liability company

By:


Name: Steven Neuman
Title: Authorized Rep

ACKNOWLEDGEMENT

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

On the 17 day of April, 2025, before me, the undersigned, personally appeared Steven Neuman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

SHELLY SAMRA
Notary Public, State of New York
Registration #02SA6298798
Qualified In New York County
Commission Expires March 17, 20

26

EXHIBIT A

DESCRIPTION OF THE SUBJECT PROPERTY

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

BEGINNING at the corner formed by the intersection of the westerly side of Lenox Avenue (AKA Malcolm X Boulevard) with the northerly side of West 144th Street;

RUNNING THENCE westerly along the northerly side of West 144th Street, 100 feet to a point;

THENCE northerly, parallel with the westerly side of Lenox Avenue, 99 feet 11 inches to a point;

THENCE westerly along the center line of block and parallel with the southerly side of West 145th Street, 489 feet to a point;

THENCE northerly, parallel with Adam Clayton Powell Boulevard (FKA Seventh Avenue), 99 feet 11 inches to a point on the southerly side of West 145th Street;

THENCE easterly along the southerly side of West 145th Street, 589 feet to the corner formed by the intersection of the southerly side of West 145th Street with the westerly side of Lenox Avenue;

THENCE southerly along the westerly side of Lenox Avenue, 199 feet 10 inches, to the point of place of BEGINNING.

EXHIBIT B

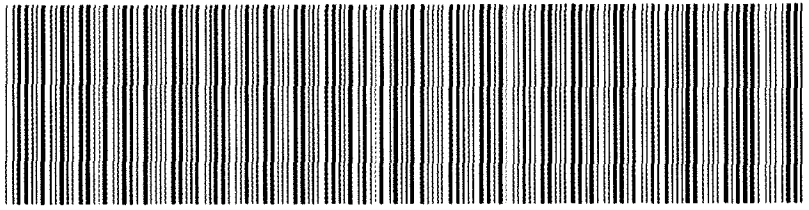
[INTENTIONALLY OMITTED]

EXHIBIT C

**CERTIFICATION OF PARTIES-IN-INTEREST
(SEPARATE ATTACHMENT)**

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2025021000996001

Document Date: 02-06-2025

Preparation Date: 02-10-2025

Document Type: CERTIFICATE

Document Page Count: 3

PRESENTER:

BETTER RECORDINGS, LLC
212 2ND ST - RAEX-54001
SUITE 502
LAKEWOOD, NJ 08701
REC@BETTERTITLERESEARCH.COM

RETURN TO:

BETTER RECORDINGS, LLC
212 2ND ST - RAEX-54001
SUITE 502
LAKEWOOD, NJ 08701
REC@BETTERTITLERESEARCH.COM

Borough	Block	Lot	Unit	Address
MANHATTAN	2013	29	Entire Lot	104 WEST 145TH STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

PARTY 1:

RIVERSIDE ABSTRACT, LLC
3839 FLATLANDS AVENUE, SUITE 208
BROOKLYN, NY 11234

FEES AND TAXES

Mortgage :

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 52.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 0.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 02-13-2025 13:36

City Register File No.(CRFN):

2025000041597

Collette McLean-Jacques

City Register Official Signature

N.B. No.: _____
or
ALT. No.: _____

EXHIBIT "I"
CERTIFICATION PURSUANT TO ZONING LOT
SUBDIVISION C OF SECTION 12-10
OF THE ZONING RESOLUTION OF DECEMBER 15, 1961
OF THE CITY OF NEW YORK-AS AMENDED
EFFECTIVE AUGUST 18, 1977

Riverside Abstract, LLC, a title agency and authorized signatory of Stewart Title Insurance Company, a title insurance company licensed to do business in the State of New York and having its principal office at 3839 Flatlands Avenue, Suite 208, Brooklyn, NY 11234 hereby certifies that as to the land hereafter described being a tract of land either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block in the single ownership of One45 Lenox LLC that all the parties in interest constituting a "party in interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

<u>Name</u>	<u>Address</u>	<u>Nature of Interest</u>
One45 Lenox LLC	85 Delancey Street New York, NY 10002	Fee Owner
ConnectOne Bank	2455 Morris Avenue Union, NJ 07083	Mortgagee

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Number(s) 29 in Block 2013, shown on the Tax Map of the Borough of New York, New York County and more particularly described as follows:

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

BEGINNING at the corner formed by the intersection of the westerly side of Lenox Avenue (AKA Malcolm X Boulevard) with the northerly side of West 144th Street;

RUNNING THENCE westerly along the northerly side of West 144th Street, 100 feet to a point;

THENCE northerly, parallel with the westerly side of Lenox Avenue, 99 feet 11 inches to a point;

THENCE westerly along the center line of block and parallel with the southerly side of West 145th Street, 489 feet to a point;

THENCE northerly, parallel with Adam Clayton Powell Boulevard (FKA Seventh Avenue), 99 feet 11 inches to a point on the southerly side of West 145th Street;

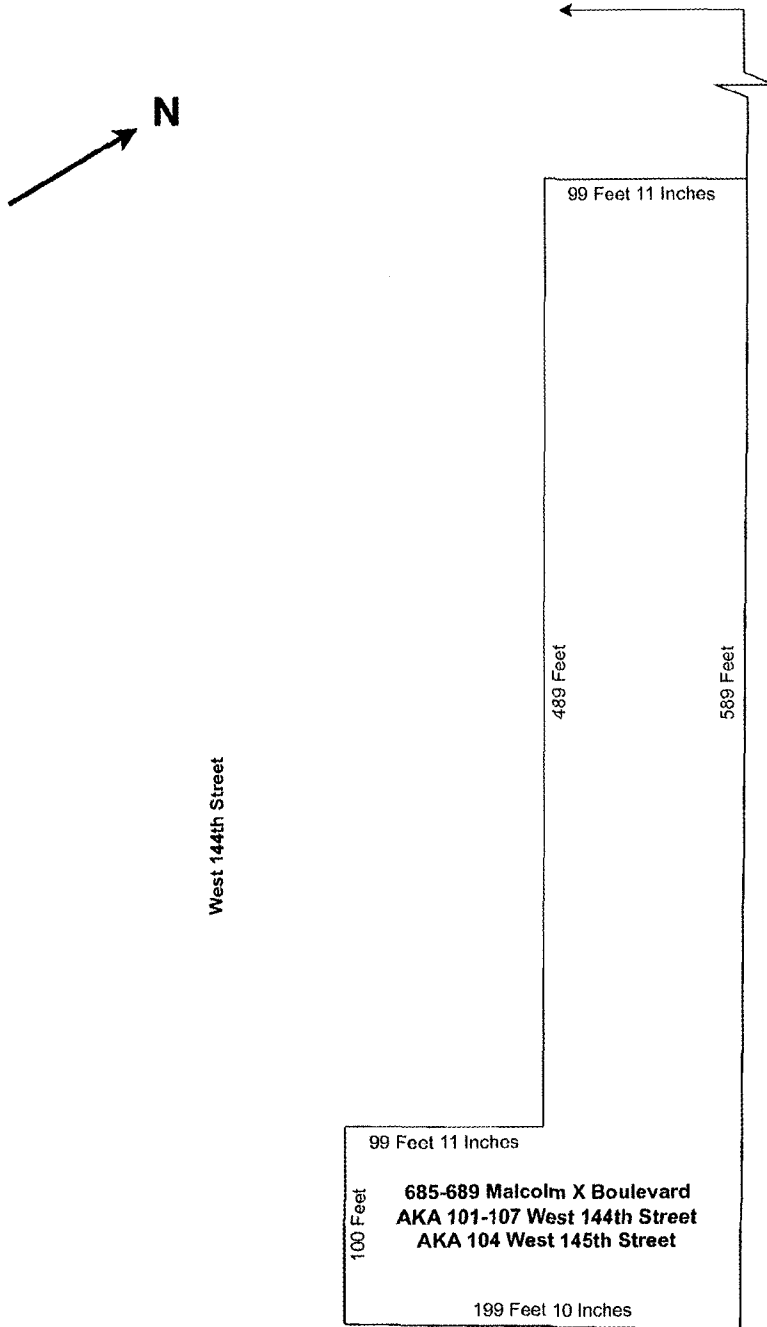
THENCE easterly along the southerly side of West 145th Street, 589 feet to the corner formed by the intersection of the southerly side of West 145th Street with the westerly side of Lenox Avenue;

THENCE southerly along the westerly side of Lenox Avenue, 199 feet 10 inches, to the point of place of BEGINNING.

The distance from corner, Block/Lot Numbers and dimensions of (each) lot are shown on the diagram on the following page.

Zoning Diagram

Note: The north point of the diagram must agree with the arrow



3839 Flatlands Avenue, Suite 208
Brooklyn, NY 11234



SIDE
ABSTRACT


212 Second Street, Suite 502
Lakewood, NJ 08701

CERTIFIED February 6, 2025 to One45 Lenox LLC, the applicant for this certification.

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 sub-division plot or deed. A Zoning lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the building thereon shall comply with the applicable provisions of the zoning lot resolution.

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

IN WITNESS WHEREOF, I have executed this certificate on February 6 2025

(ys) 
~~Moshe Rotak, Director of Operations~~ Yisroel Stamm, AS
Riverside Abstract, LLC

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF KINGS) ss.

On the 6th February, 2025, before me, the undersigned, personally appeared ~~Moshe Rotak~~ Yisroel Stamm (ys), 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.


Sign Above and Affix Stamp Below
Notary Public of New York

Record and Return to:
Riverside Abstract, LLC
3839 Flatlands Avenue, Suite 208
Brooklyn, NY 11234

JOSEPH A FRANCO
NOTARY PUBLIC, State of New York
No. 02FR6327819
Qualified in Kings County
Commission Expires July 20, 2027

EXHIBIT C-1

WAIVER OF PARTY-IN-INTEREST

To Be Added

EXHIBIT D

PLANS

(SEPARATE ATTACHMENT)

Exhibit D

1	2
3	4

1

GENERAL NOTES		ZONING AREA SCHEDULE - BUILDING A	
<p>1. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING RESOLUTIONS AND ALL ZONING RESOLUTIONS SHALL BE APPLIED TO THE BUILDING.</p> <p>2. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING RESOLUTIONS AND ALL ZONING RESOLUTIONS SHALL BE APPLIED TO THE BUILDING.</p> <p>3. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING RESOLUTIONS AND ALL ZONING RESOLUTIONS SHALL BE APPLIED TO THE BUILDING.</p>		<p>1. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING RESOLUTIONS AND ALL ZONING RESOLUTIONS SHALL BE APPLIED TO THE BUILDING.</p> <p>2. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING RESOLUTIONS AND ALL ZONING RESOLUTIONS SHALL BE APPLIED TO THE BUILDING.</p> <p>3. ALL BUILDINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF NEW YORK ZONING RESOLUTIONS AND ALL ZONING RESOLUTIONS SHALL BE APPLIED TO THE BUILDING.</p>	
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3

2

ZONING SUMMARY

USE	AREA	PERCENTAGE
RESIDENTIAL	12.00	100%
COMMERCIAL	0.00	0%
INDUSTRIAL	0.00	0%
OFFICE	0.00	0%
RETAIL	0.00	0%
RESTAURANT	0.00	0%
BAR	0.00	0%
CINEMA	0.00	0%
THEATRE	0.00	0%
CONVENTION	0.00	0%
SPORTS	0.00	0%
RECREATION	0.00	0%
EDUCATION	0.00	0%
HEALTH CARE	0.00	0%
GOVERNMENT	0.00	0%
RELIGIOUS	0.00	0%
OTHER	0.00	0%

GENERAL NOTES:

1. WITHIN MAXIMUM BUILDING ENVELOPE SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENTS OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

4

ZONING AREA SCHEDULE - BUILDING A

USE	AREA	PERCENTAGE
RESIDENTIAL	12.00	100%
COMMERCIAL	0.00	0%
INDUSTRIAL	0.00	0%
OFFICE	0.00	0%
RETAIL	0.00	0%
RESTAURANT	0.00	0%
BAR	0.00	0%
CINEMA	0.00	0%
THEATRE	0.00	0%
CONVENTION	0.00	0%
SPORTS	0.00	0%
RECREATION	0.00	0%
EDUCATION	0.00	0%
HEALTH CARE	0.00	0%
GOVERNMENT	0.00	0%
RELIGIOUS	0.00	0%
OTHER	0.00	0%

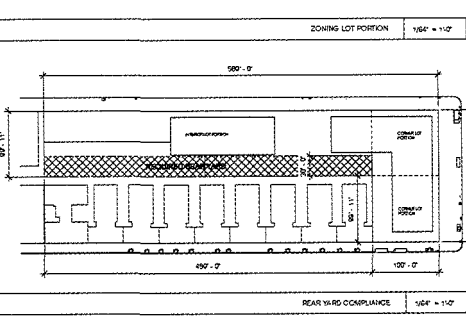
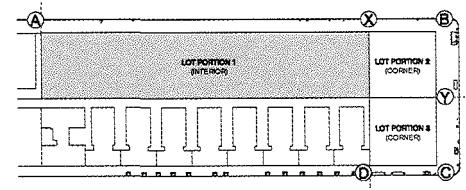
ZONING AREA SCHEDULE - BUILDING B

USE	AREA	PERCENTAGE
RESIDENTIAL	12.00	100%
COMMERCIAL	0.00	0%
INDUSTRIAL	0.00	0%
OFFICE	0.00	0%
RETAIL	0.00	0%
RESTAURANT	0.00	0%
BAR	0.00	0%
CINEMA	0.00	0%
THEATRE	0.00	0%
CONVENTION	0.00	0%
SPORTS	0.00	0%
RECREATION	0.00	0%
EDUCATION	0.00	0%
HEALTH CARE	0.00	0%
GOVERNMENT	0.00	0%
RELIGIOUS	0.00	0%
OTHER	0.00	0%

ZONING AREA SCHEDULE - BUILDING C

USE	AREA	PERCENTAGE
RESIDENTIAL	12.00	100%
COMMERCIAL	0.00	0%
INDUSTRIAL	0.00	0%
OFFICE	0.00	0%
RETAIL	0.00	0%
RESTAURANT	0.00	0%
BAR	0.00	0%
CINEMA	0.00	0%
THEATRE	0.00	0%
CONVENTION	0.00	0%
SPORTS	0.00	0%
RECREATION	0.00	0%
EDUCATION	0.00	0%
HEALTH CARE	0.00	0%
GOVERNMENT	0.00	0%
RELIGIOUS	0.00	0%
OTHER	0.00	0%

CURB LEVEL ELEVATIONS	STREET LEVEL ELEVATIONS	BASE PLANE CALCULATION
A 10.00	A 10.00	10.00
B 10.00	B 10.00	10.00
C 10.00	C 10.00	10.00
D 10.00	D 10.00	10.00
E 10.00	E 10.00	10.00
F 10.00	F 10.00	10.00
G 10.00	G 10.00	10.00
H 10.00	H 10.00	10.00
I 10.00	I 10.00	10.00
J 10.00	J 10.00	10.00
K 10.00	K 10.00	10.00
L 10.00	L 10.00	10.00
M 10.00	M 10.00	10.00
N 10.00	N 10.00	10.00
O 10.00	O 10.00	10.00
P 10.00	P 10.00	10.00
Q 10.00	Q 10.00	10.00
R 10.00	R 10.00	10.00
S 10.00	S 10.00	10.00
T 10.00	T 10.00	10.00
U 10.00	U 10.00	10.00
V 10.00	V 10.00	10.00
W 10.00	W 10.00	10.00
X 10.00	X 10.00	10.00
Y 10.00	Y 10.00	10.00
Z 10.00	Z 10.00	10.00



sh p

CLIENT: 691 LENOX AVENUE, NEW YORK, NY 10020

ARCHITECT: SHoP Architects, Inc.

DATE: 10/10/2019

PROJECT: 691 LENOX AVENUE, NEW YORK, NY 10020

SHEET: Z-002

SCALE: 1/8" = 1'-0"

DATE: 10/10/2019

PROJECT: 691 LENOX AVENUE, NEW YORK, NY 10020

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PROJECT: 691 LENOX AVENUE, NEW YORK, NY 10020

SHEET: Z-002

Z-002
Page 1 of 4

Site Data		List of Required Actions			
Block(s)	2013	(1) a zoning map amendment (Zoning Section Map G) to remove the Rezoning Area from the width C4-3 and R7-2 / C4-4 zoning districts to a C4-6 zoning district;			
Lot(s)	29	(2) a zoning text amendment to modify Appendix F to designate the Rezoning Area as included in the Mandatory Inclusionary Housing (MIH) program;			
Street Address(es)	685 1st Avenue, 691 1st Avenue and 112-130 West 145th Street	(3) a special permit pursuant to Section 24-743 to modify the height and setback regulations of Section 33-64(b)(3) to allow commercial portion of tower to penetrate sky exposure plane;			
Proposed Zoning	C4-6 (proposed zoning map amendment)	(4) a certification pursuant to Section 26-15 to allow two curb cuts on a narrow street			
Community Planner	Branchette (C11)				
Zoning Section Map No.	64				
Zoning Lot Area	66,841 sf				
ZR	Item/Description	Permitted/Required	Proposed	Compliance/Notes	
		C4-6	C4-6		
USE REGULATIONS					
USE GROUPS					
32-10	USES PERMITTED AS OF RIGHT	USE GROUPS I, II, III, IV, VI, VII, VIII, IX, X	USE GROUPS I, III, IV, VI, VII	COMPLIES	
SUPPLEMENTAL USE REGULATIONS					
32-122	LOCATION OF FLOORS OCCUPIED BY COMMERCIAL USES	COMMERCIAL USES PERMITTED ON A STORY HIGHER THAN RESIDENTIAL USES	USE GROUP VII BANQUET HALL PROPOSED ON BUILDING A FLOORS #2 & #3	COMPLIES	
32-123	ADDITIONAL ENVIRONMENTAL STANDARDS FOR CERTAIN USES	COMMERCIAL USES ON HIGHER STORY THAN RESIDENTIAL USES	USE GROUP VII BANQUET HALL PROPOSED ON BUILDING A FLOORS #2 & #3	COMPLIES	
STREETScape REGULATIONS					
32-321(a)	GROUND FLOOR LEVEL USES	COMMERCIAL, COMMUNITY FACILITY & RESIDENTIAL (EXCLUDING DWELLING UNITS)	COMMERCIAL, RESIDENTIAL LOBBY, COMMUNITY FACILITY (III, X)	COMPLIES	
32-321(a)(6)	MAX RES LOBBY DIMENSION	MAXIMUM 50% OF STREET FRONTAGE OR 50' WIDTH OF RESIDENTIAL LOBBIES, WHICHEVER IS GREATER	BUILDING A - RESIDENTIAL LOBBY FRONTAGE 34.75' / 199.8' = 17.4% BUILDING B - RESIDENTIAL LOBBY FRONTAGE 34.5' / 240' = 14.4%	COMPLIES	
32-321(b)(7)	OFF-STREET PARKING AND LOADING BERTHS	PARKING & LOADING ENTRANCES PERMITTED	PARKING ENTRANCE PROVIDED	COMPLIES	
32-321(b)	TRANSPARENCY REQUIREMENTS	50% MINIMUM GROUND FLOOR TRANSPARENCY REQUIRED ON TIER A STREET FRONTAGE	Building A - 15' WIDE AVENUE (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY Building B - 34.5' WIDE ST (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY Building C - 145' WIDE ST (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY Building D - 145' WIDE ST (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY	COMPLIES	
BULK REGULATIONS					
FAR					
35-31 / 33-122 / 33-123 / 23-154(b)	RESIDENTIAL (BASE)	N/A	N/A	N/A	
	RESIDENTIAL (MIH)	12.00	20.78	COMPLIES	
	COMMERCIAL	3.40	1.01	COMPLIES	
	COMMUNITY FACILITY	12.00	0.21	COMPLIES	
	MAX. TOTAL	12.00	22.00	COMPLIES	
FLOOR AREA					
35-31 / 33-122 / 33-123 / 23-154(b)	RESIDENTIAL (BASE)	N/A	N/A	N/A	
	RESIDENTIAL (MIH)	826,092 SF	747,374 SF	COMPLIES	
	COMMERCIAL	234,000 SF	72,238 SF	COMPLIES	
	COMMUNITY FACILITY	806,943 SF	16,208 SF	COMPLIES	
	MAX. TOTAL	826,092 SF	826,092 SF	COMPLIES	
23-254(d)(8)	MANDATORY INCLUSIONARY HOUSING AREA	MIH OF 10% SHALL BE, HOLDING OPTION 2 AT 32%	RESIDENTIAL FLOOR AREA = 747,374 SF x 30% = 224,212 SF 10% AFFORDABLE FLOOR AREA	COMPLIES SEE ZONING TEXT AMENDMENT TO APPENDIX F; DOES NOT INCLUDE LOWER-INCOME HOUSING NOT SUBJECT TO MIH	
YARDS					
35-51	FRONT YARD	NONE REQUIRED	NONE PROVIDED	COMPLIES	
35-52	SIDE YARD	NONE REQUIRED OR 5' MIN. IF PROVIDED	NONE PROVIDED	COMPLIES	
35-53	REAR YARD MODIFICATION OF REAR YARD REQUIREMENTS	REAR YARD TO BE PROVIDED AT FLOOR LEVEL OF LOWEST STORY USED FOR DWELLING UNITS	REAR YARD PROVIDED AT FLOOR LEVEL OF LOWEST STORY USED FOR DWELLING UNITS	COMPLIES	
33-301 / 23-541	REAR YARD WITHIN ONE HUNDRED FEET OF CORNERS	NO REAR YARD REQUIRED WITHIN ONE HUNDRED FEET OF CORNERS	NO REAR YARD PROVIDED WITHIN ONE HUNDRED FEET OF CORNERS	COMPLIES	
23-47	MINIMUM REQUIRED REAR YARD (RESIDENTIAL)	30'	30'	COMPLIES	
33-292	REAR YARD REQUIRED YARDS ALONG DISTRICT BOUNDARIES (COMMUNITY FACILITY)	MINIMUM LEVEL OF YARD = 2' MINIMUM DEPTH IN FEET = 30'	MINIMUM LEVEL OF YARD = 2' MINIMUM DEPTH IN FEET = 30'	COMPLIES	
33-23(b)	REAR YARD PERMITTED OBSTRUCTIONS IN REAR YARDS	NON-RESIDENTIAL PORTION OF BUILDING BELOW 23'	NON-RESIDENTIAL PORTION OF BUILDING AS PERMITTED OBSTRUCT ON = 23' ABOVE CURB LEVEL	COMPLIES	
HEIGHT AND SETBACK					
33-43	PERMITTED OBSTRUCTIONS	5' MAX CONCRETE, MASONRY OR BRICK WALL OR BULKHEAD, EXCEPT WALLS OF TOWER, PARAPET WALLS, BALCONIES, SKYLIGHTS, SOLAR ENERGY SYSTEMS, OR NO. ENERGY SYSTEM, WINDOW WASHING EQUIPMENT, AERIALS, ROOFTOP GREENHOUSE	MIH CONTEMPLATED AS PERMITTED OBSTRUCTIONS TO EXCEED MAXIMUM ENVELOP	COMPLIES	
35-64(b)	SPECIAL TOWER REGULATIONS FOR MIXED BUILDINGS	IN COMPLIANCE WITH 33-652 STANDARD TOWER REGULATIONS ARE APPLICABLE IF FOLLOWING CONDITIONS ARE MET	TOWER REGULATIONS OF 23-652 APPLIED		
35-64(b)(1)	CONDITION 1	AT LEAST 55% FLOOR AREA IS OCCUPIED BY RESIDENTIAL	747,374 RESIDENTIAL FLOOR AREA / 826,092 SF TOTAL FLOOR AREA = 89.8%	COMPLIES	
35-64(b)(2)	CONDITION 2	ALL USES IN COMPLIANCE WITH 23-652-2	COMMERCIAL USE ABOVE RESIDENTIAL DWELLING UNITS	COMPLIES DOES NOT COMPLY; REQUIRES SPECIAL PERMIT PURSUANT TO SECTION 24-743.3(a) SHEET 2-207 & 2-208	
35-64(b)(3)	CONDITION 3	ONLY RESIDENTIAL PORTION PENETRATES SKY EXPOSURE PLANE	COMMERCIAL PORTION PENETRATES SKY EXPOSURE PLANE	COMPLIES	
23-641	MAXIMUM BASE HEIGHT (WIDE STREET) (RESIDENTIAL)	85 OR 9 STORIES, WHICHEVER IS LESS	47' - 9' / 5 STORIES	COMPLIES	
	MAXIMUM BASE HEIGHT (NARROW STREET) (RESIDENTIAL)	35 OR 9 STORIES, WHICHEVER IS LESS	47' - 9' / 5 STORIES	COMPLIES	
	INITIAL SETBACK DISTANCE (WIDE STREET)	15'	15'	N/A - SETBACK COMPLIES WITH 23-652	
	INITIAL SETBACK DISTANCE (NARROW STREET)	20'	15'	N/A - SETBACK COMPLIES WITH 23-652	

ZONING

Lot Area

FAR

Proposed:

Floor Area

Proposed:

Tower Lot Cov

Proposed:

Dwelling Units

Affordable

Market rate

Parking

Parking, Space

Bicycle Parking

Program Area

Community Fac

Residential - R

Commercial - E

Mountainal

Below Grade/P

Development

GENERAL

1. WITH

FOOT

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ING AREA SUMMARY

	68,841		
sd:	12.00		
sd:	826,091		
it Coverage			
sd:	32.13		
Units	968	100%	
able	291	30%	
d rate	877	70%	
	Required	Provided	
g Spaces	0	40	
e Parking Spaces	491	491	
Area	GSF	ZSF	FAR
ty Facility	14,800	14,208	0.94
pt	778,444	742,224	10.78
ial - Retail	32,878	31,992	0.48
ial - Event Space	39,340	37,769	0.55
ial	17,012	-	-
edty/Parking/BOH	52,026		
ment Total	936,500	826,091	12.00

ZONING AREA SCHEDULE - BUILDING A

Use	Gross Floor Area	Floor Area Deductions	Zoning Floor Area	# of Dwelling Units	Bike Parking Spaces	Vehicle Parking Spaces
Residential	472,345	16,894	455,451	837	268	40
Terrace	20,539	10,539	-	-	-	-
Total Commercial	52,077	1,828	50,249	-	-	-
Event Space	18,571	943	17,628	-	1	-
Event Space (VT)	20,789	1,051	19,738	-	2	-
Retail	12,737	255	12,482	-	1	-
Mechanical	14,663	14,663	-	-	-	-
Below Grade/Parking/BOH	78,009	28,049	-	-	-	-
Total*	567,134	63,434	503,700	837	274	40

*does not include terrace area

ZONING AREA SCHEDULE - BUILDING B

Use	Gross Floor Area	Floor Area Deductions	Zoning Floor Area	# of Dwelling Units	Bike Parking Spaces	Vehicle Parking Spaces
Community Facility	14,800	592	14,208	-	-	-
Terrace	8,251	8,251	-	-	-	-
Residential	307,099	18,426	288,673	435	216	-
Terrace	6,490	6,490	-	-	-	-
Total Commercial	11,427	457	10,970	-	-	-
Retail	11,427	457	10,970	-	1	-
Mechanical	2,346	2,346	-	-	-	-
Below Grade/Parking/BOH	23,977	23,977	-	-	-	-
Total*	359,652	60,632	299,020	435	217	-

*does not include terrace area

ZONING AREA SCHEDULE - BUILDING C

Use	Gross Floor Area	Floor Area Deductions	Zoning Floor Area	# of Dwelling Units	Bike Parking Spaces	Vehicle Parking Spaces
Retail	8,714	174	8,540	-	1	-
Total	8,714	174	8,540	-	1	-

GENERAL NOTES

WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

sh p

CLIENT
GROSS LEASE LLC
1000 PINE
1000 PINE, ST. LOUIS
MO 63101-4000

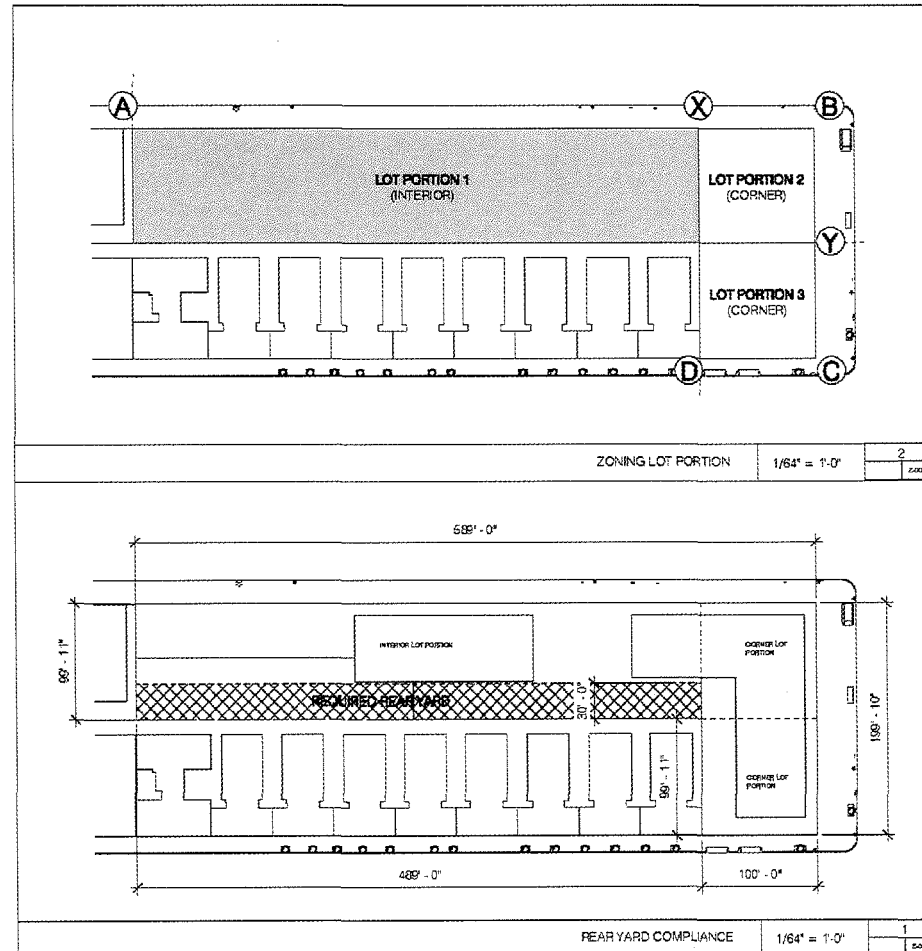
ARCHITECT
SHP ARCHITECTS
1000 PINE, ST. LOUIS
MO 63101-4000

	INITIAL SETBACK DISTANCE (NARROW STREET)	20	15'	N/A - SETBACK COMPLIES WITH 23-557
	MAXIMUM BASE HEIGHT (WIDE STREET) (COMMERCIAL / COMMUNITY FACILITY)	85' OR 6 STORIES, WHICHEVER IS LESS	47' - 9" / 3 STORIES	COMPLIES
23-451	MAXIMUM BASE HEIGHT (NARROW STREET) (COMMERCIAL / COMMUNITY FACILITY)	85' OR 6 STORIES, WHICHEVER IS LESS	47' - 9" / 3 STORIES	COMPLIES
	INITIAL SETBACK DISTANCE (WIDE STREET)	15	20'	N/A - SETBACK COMPLIES WITH 23-557
	INITIAL SETBACK DISTANCE (NARROW STREET)	20	15'	N/A - SETBACK COMPLIES WITH 23-557
23-45	TOWER REGULATIONS: MAXIMUM LOT COVERAGE	IN TALL AGGREGATE TOWER PORTIONS OF BUILDINGS NOT PERMITTED TO EXCEED 40% OF LOT AREA	TOWER & LOT COVERAGE = 15,340 SF / 68,843 SF = 22.2% TOWER BASE COVERAGE = 12,500 SF / 68,843 SF = 18.1% TOTAL TOWER AGGREGATE LOT COVERAGE NOT TO EXCEED 40%	COMPLIES
23-552	STANDARD TOWER SETBACK	MIN. WIDE STREET SETBACK = 30' MIN. NARROW STREET SETBACK = 15'	LEND AVENUE (WIDE): 10' SETBACK PROVIDED 145TH STREET (WIDE): 10' SETBACK PROVIDED 144TH STREET (NARROW): 15' SETBACK PROVIDED	COMPLIES
MINIMUM REQUIRED DISTANCE BETWEEN BUILDINGS				
23-711	WINDOW TO WINDOW	MINIMUM 60'	PROPOSED = 85'	COMPLIES
PARKING				
25-212 / 36-30	RESIDENTIAL	PARKING REQUIRED FOR 40% OF TOTAL MARKET RATE AND MODERATE INCOME DWELLING UNITS	0 PARKING SPACES REQUIRED, 0 SPACES PROVIDED	
25-211 / 36-11, 36-12	PERMITTED PARKING	ACCESSORY PARKING FOR RESIDENCES PERMITTED SUBJECT TO 150 SPACE SIZE LIMITATION SET FORTH IN 36-32	40 SPACES PROVIDED	COMPLIES
25-251 / 36-35	INCOME RESTRICTED UNITS	NO PARKING REQUIRED FOR MHP AND LOWER INCOME UNITS AND LOCATED WITHIN A TRANSIT ZONE	NO PARKING PROVIDED FOR MHP AND LOWER INCOME UNITS	COMPLIES, DEVELOPMENT LOCATED IN THE TRANSIT ZONE, SEE APPENDIX
36-21	COMMERCIAL	NONE REQUIRED FOR PROPOSED COMMERCIAL USES	NONE PROVIDED FOR PROPOSED COMMERCIAL USES	COMPLIES
36-21	COMMUNITY FACILITY	NONE REQUIRED FOR PROPOSED COMMUNITY FACILITY USES	NONE PROVIDED FOR PROPOSED COMMUNITY FACILITY USES	COMPLIES
36-321	SIZE OF SPACES	MINIMUM 300 SF PER PARKING SPACE	PARKING AREA 12,000 SF / 40 PARKING SPACES = 300 SF PER PARKING SPACE	COMPLIES
36-53	WIDTH OF CURB CUTS AND LOCATION OF ACCESS TO THE STREET	LOCATED NOT LESS THAN 50' FROM THE INTERSECTION OF TWO STREETS	LOCATED BEYOND 50' FROM THE INTERSECTION OF TWO STREETS	COMPLIES
LOADING				
36-62	REQUIRED ACCESSORY OFF-STREET LOADING	RESIDENTIAL - NONE REQUIRED COMMUNITY FACILITY - NONE REQUIRED USE GROUP VI AND VIII - LOADING REQUIRED BETWEEN 40,000 AND 100,000 SF OF FLOOR AREA	RESIDENTIAL - NONE PROVIDED COMMUNITY FACILITY - NONE PROVIDED USE GROUP VI (ABOVE GRADE) = 33,132 SF OF FLOOR AREA USE GROUP VI (SEMI-ABOVE GRADE) = 0 SF USE GROUP VII = 32,840 SF OF FLOOR AREA TOTAL USE GROUP VI AND VII = 65,972 SF = 1 PROVIDED	COMPLIES COMPLIES COMPLIES: REQUIRES REDUCTION TO 1 LOADING BERTH PURSUANT TO 36-63 COMPLIES: REQUIRES CERTIFICATION
36-651	SIZE OF REQUIRED BERTHS	COMMERCIAL USES - LENGTH - 37', WIDTH - 12', VERT. CLEAR - 54'	LOADING BERTH ON 144TH MIN. - LENGTH - 54', WIDTH - 12', VERT. CLEAR - 12' OR 14'	COMPLIES
36-652	LOCATION OF ACCESS TO THE STREET	LOCATED NOT LESS THAN 50' FROM THE INTERSECTION OF TWO STREETS	LOCATED 54' FROM THE INTERSECTION OF TWO STREETS	COMPLIES
36-663	RESTRICTIONS ON LOCATIONS OF BERTHS NEAR RESIDENCE DISTRICTS	BERTHS WITHIN 60' OF RESIDENTIAL DISTRICT BOUNDARY SHALL BE ENCLOSED AND NO EXIT OR ENTRANCE WITHIN 30' OF RESIDENTIAL DISTRICT BOUNDARY	LOADING BERTH ON 144TH - ENCLOSED, LOCATED 54' FROM RESIDENTIAL DISTRICT BOUNDARY	COMPLIES
BICYCLE PARKING				
36-721	ENCLOSED BICYCLE PARKING SPACES	RESIDENTIAL - 2 PER 2 DWELLING UNITS; 968 DWELLING UNITS / 2 = 484 SPACES REQUIRED USE GROUP VI AND VIII - 2 PER 10,000 SF OF FLOOR AREA; 12,218 SF / 10,000 = 2 SPACES REQUIRED USE GROUP VIII - NONE REQUIRED UNDER 20,000 SF TOTAL SPACES REQUIRED = 486	TOTAL SPACES PROVIDED = 491	COMPLIES
36-73	RESTRICTIONS ON OPERATION, SIZE, LOCATION OF BICYCLE SPACES	SPACES SHALL BE ENCLOSED, ADOPT A RACK, AND BE SECURED/LOCKABLE. ALL SPACES FOR RESIDENTIAL, COMMUNITY FACILITY OR COMMERCIAL USES SHALL HAVE BE MADE AVAILABLE FOR STORAGE AND HAVE INDEPENDENT ACCESS. 15 SF SHALL BE PROVIDED FOR EACH BICYCLE SPACE	BICYCLE STORAGE IS ENCLOSED, ADOPT A RACK AND BE SECURED/LOCKABLE AND AVAILABLE FOR INDEPENDENT ACCESS. 8 SF PER BICYCLE SPACE IS PROVIDED	COMPLIES: REQUIRES REDUCTION TO 556 PROPOSED PER COMMISSIONER OF BUILDINGS CERTIFICATION
SPECIAL URBAN DESIGN GUIDELINES				
26-15	CURB CUTS	ONLY ONE CURB CUT PERMITTED ON A NARROW STREET FOR PREDOMINANTLY RESIDENTIAL BUILDINGS IN A CORNER AREA FOR CENTRAL TRASH COLLECTION PROVIDED AT A RATE OF 75 SF FOR UNCOMPRESSED AND 50 SF FOR COMPRESSED GARBAGE FOR EACH 10,000 SF OF LOT AREA. SUCH AREA SHALL BE VENTILATED. 96.84 SF OF LOT AREA = 8,881 X 50 = 344 SF REQUIRED	TWO CURB CUT PROPOSED ON 144TH STREET (NARROW)	DOES NOT COMPLY, REQUIRES CPC CERTIFICATION PURSUANT TO 26-15 TO ALLOW ADDITIONAL CURB CUT ON NARROW STREET
26-16	CENTRAL RE-USE STORAGE AREA		COMPRESSED: 1,476 SF PROVIDED	COMPLIES
26-41	STREET TREE PLANTING	ONE STREET TREE PRE-EXISTING OR NEWLY PLANTED FOR EVERY 25 FEET OF STREET FRONTAGE. MINIMUM TREE HEIGHT ON STREET FRONTAGE = 8'8" - 10' 145TH STREET (WIDE) - 10' STREET FRONTAGE = 100 - 10' 144TH STREET (NARROW) - 100 - 0' TOTAL LINEAR FEET OF STREET FRONTAGE = 888' 30" / 25 = 35 TREES REQUIRED	LEND AVENUE: 1 STREET TREE PROVIDED 145TH STREET: 2 STREET TREES PROVIDED 144TH STREET: 2 STREET TREES PROVIDED TOTAL STREET TREES PROVIDED = 5 TREES REQUIRED COMPENSATION FOR 35 TREES TO BE PROVIDED TO THE DEPARTMENT OF PARKS TREE FUND	COMPLIES

BASE PLANE CALCULATION

CURB LEVEL ELEVATIONS	STREET LINE ELEVATIONS	LOT	AREA (SF)	WEIGHT FACTOR	AVG CURB HEIGHT	AVG STREET HEIGHT
A 24.54	A' 24.84	LOT 1	46,300	71%	12.04	12.40
B 11.72	B' 11.97	LOT 2	9,992	9%	12.48	12.78
C 12.28	C' 12.81	LOT 3	9,329	5%	13.19	13.44
D 14.10	D' 14.27	TOTAL	66,034	100%		
X 13.59	X' 13.93					
Y 12.37	Y' 12.50					

CURB LEVEL BASE PLANE:	19.52
STREET LINE BASE PLANE:	16.88
PROJECT BASE PLANE:	16.75



PROJECT NAME
One45 for Harlem

PROJECT ADDRESS
691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION
BOROUGH: MANHATTAN
BLOCK: 8918
LOT: 30

ISSUANCE

2	03/16/2024	ULURP APPLICATION UPDATE
1	11/19/2024	ULURP APPLICATION

NO. DATE ISSUE/REVISION

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DRAWING TITLE
ZONING ANALYSIS TABLE

SCALE & SIGNATURE	DATE	06/20/2024
PROJECT NO.	2008-2	
DRAWN BY	Author	
CHECKED BY	Checker	
DATE NO.	0000	
DRAWING NUMBER	Z-002	

	PROPOSED MAXIMUM BLDG ENVELOPE
	ILLUSTRATIVE BUILDING LINE
	ZONING DISTRICT BOUNDARY
	ZONING LOT LINE
	GENERAL LARGE SCALE DEVELOPMENT
	DIRECTION OF TRAFFIC
	POTENTIAL CURB CUT ZONE
	EXISTING BUILDING FOOTPRINT
	PROPOSED BUILDING FOOTPRINT
	EXISTING STREET TREE
	FIRE HYDRANT
	STREET LAMP
	BIKEWAY RACK
	COMMERCIAL ACCESS POINT
	COMMUNITY ACCESS POINT
	RESIDENTIAL ACCESS POINT
	NORTH + ARROW

1. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS IRRELEVANT TO THE REVIEW, ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INDEQUATE BUILDING ORIENTATION ON THE LOT
3. WITH MAXIMUM BUILDING ENVELOPE, SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE MATERIALS, NOTATIONS OF USES, TYPES OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND OTHER INFORMATION FOR ILLUSTRATIVE PURPOSES ONLY ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ARE SUBJECT TO CHANGE AND MAY VARY FROM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. WITH MAXIMUM BUILDING ENVELOPE, SCOOPED ROOFS, BALCONIES AND STAIR BUILDINGS LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
5. LOCATION AND DIMENSIONS OF CURB CUTS SHALL BE SUBJECT TO REVIEW BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION.

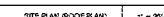
1. STREET WALL ATTENUATION
ON 16TH STREET, AT LEAST 20 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF THE BUILDING SHALL BE CONTINUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

2. AT THE INTERSECTION OF LENOX AVENUE AND 16TH STREET, AT LEAST 20 PERCENT OF THE WIDTH OF EACH STREET WALL OF THE BASE OF THE BUILDING SHALL BE CONTINUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

3. ON LENOX AVENUE, IN ADDITION TO THE REQUIRED SETBACK AT THE INTERSECTION OF LENOX AVENUE AND 16TH STREET, AT LEAST 20 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BUILDING SHALL BE CONTINUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.



















4. GROUND FLOOR TRANSPARENCY
WHENEVER BUILDING WALLS OF BUILDINGS 6 OR GREATER IN TOTAL FEET OR MORE IN HEIGHT ARE ADJACENT TO A PUBLIC RIGHT-OF-WAY, THE ENTIRE BUILDING AREA OF SUCH WALLS BETWEEN CURB LEVEL AND 12 FEET ABOVE CURB LEVEL, ON TO THE SECOND FLOOR, SHALL BE GLAZED TO A MINIMUM OF 60 PERCENT OF THE FULL HEIGHT OF THE WALL. SUCH WALL SHALL BE SET IN HEIGHT, SHALL BE TRANSPARENT.

5. VISUAL INTEGRITY
THE TOWER PORTIONS OF BUILDINGS AND BUILDINGS SHALL BE DIFFERENTIALLY DESIGNED TO PROVIDE VISUALITY, CURVE AND ATTENUATION.



PREPARED BY _____
 DRAWING BY _____
 ON BOARD BY _____
 DATE NO. _____
 OFF. APPROV. NO. _____
Z-003

LEGEND

	PROPOSED MAXIMUM BLDG ENVELOPE
	ILLUSTRATIVE BUILDING LINE
	ZONING DISTRICT BOUNDARY
	ZONING LOT LINE
	GENERAL LARGE SCALE DEVELOPMENT
	DIRECTION OF TRAFFIC
	POTENTIAL CURB CUT ZONE
	EXISTING BUILDING FOOTPRINT
	PROPOSED BUILDING FOOTPRINT
	EXISTING STREET TREE
	FIRE HYDRANT
	STREET LAMP
	BICYCLE RACK
	DEVELOPMENT ENVELOPE HEIGHT OF - ROAD ILLUSTRATIVE EXISTING HEIGHT
	COMMERCIAL ACCESS POINT
	COMMUNITY ACCESS POINT
	RESIDENTIAL ACCESS POINT
	NORTH ARROW

GENERAL NOTES:

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS.
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
3. WITHIN MAXIMUM BUILDING ENVELOPE, SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. WITHIN MAXIMUM BULKHEAD ENVELOPE, ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
5. LOCATION AND DIMENSIONS OF CURB CUTS SHALL BE SUBJECT TO REVIEW BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION.

URBAN DESIGN NOTES:

1. STREET WALL ARTICULATION ON 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDINGS B AND C SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF EACH STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

ON LENOX AVENUE, IN ADDITION TO THE REQUIRED SETBACK AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.
2. GROUND FLOOR TRANSPARENCY WHEN ANY BUILDING WALL OF BUILDING A, B OR C THAT IS FIVE FEET OR MORE IN HEIGHT ADJOINS A SIDEWALK, AT LEAST 25 PERCENT OF THE TOTAL SURFACE AREA OF SUCH WALLS BETWEEN CURB LEVEL AND 12 FEET ABOVE CURB LEVEL OR TO THE CEILING OF THE GROUND FLOOR, WHICHEVER IS HIGHER, OR TO THE FULL HEIGHT OF THE WALL IF SUCH WALL IS LESS THAN 12 FEET IN HEIGHT, SHALL BE TRANSPARENT.
3. VISUAL INTEREST THE TOWER PORTIONS OF BUILDING A AND BUILDING B SHALL BE DIFFERENTIATED THROUGH MATERIALITY, OPACITY AND ARTICULATION.

20'-0"

sh p

CLIENT

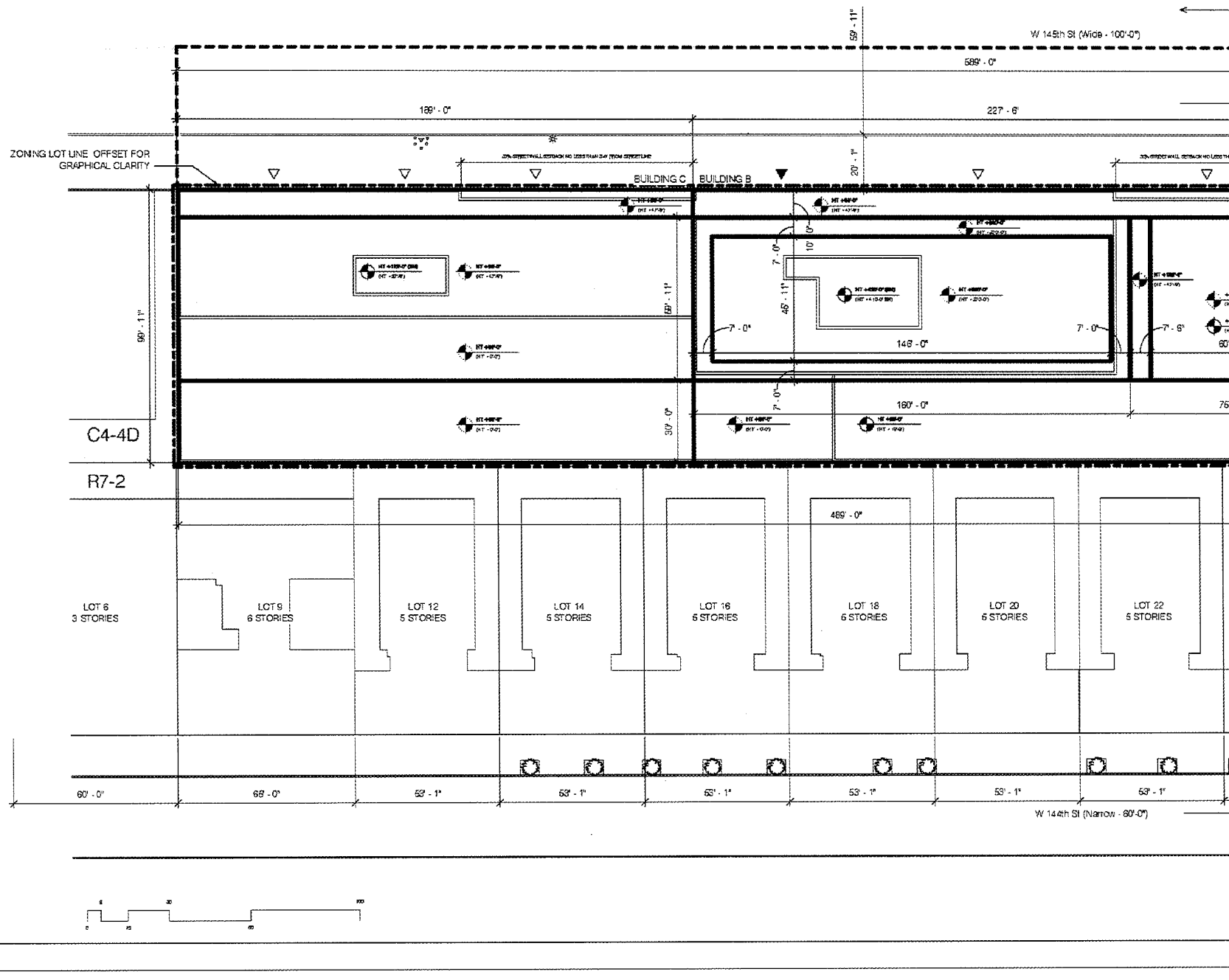
CHINA LENDY LLC
18 BROADWAY
NEW YORK, NY 10004
NY 10004-1000

ARCHITECT

SHO-P ARCHITECTS
225 BROADWAY 18 FLOOR
NEW YORK, NY 10004
NY 10004-1000

C8-3

R8



	PROPOSED MAXIMUM BUILD ENVELOPE		BULKY MATERIALS STORAGE PERMITTING TO SECTION 7A-16-8 CURB CUTS AND PENETRATED SIDEWALK
	ILLUSTRATIVE BUILDING LINE		
	ZONING DISTRICT BOUNDARY		
	ZONING LOT LINE		
	GENERAL LATERALS DEVELOPMENT		GENERAL NOTES:
	DIRECTION OF TRAFFIC		1. APPLICATION STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND THE CITY JURISDICTION.
	POTENTIAL CURVE CUT ZONE		2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE USED. THE APPLICANT BEARS NO RESPONSIBILITY FOR NEGLECT BUILDING LINE INFORMATION ON ADJACENT PROPERTIES.
	EXISTING BUILDING FOOTPRINT		3. WITHIN MAXIMUM BUILDUP ENVELOPE SHAPE AND FOOTPRINT OF BUILDINGS, LOCATION OF EXTRACTABLE WINDOW PARTITIONS, FACADE TREATMENTS, INTERIOR LABOUR DIVISIONS, PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR "ILLUMINATE" THE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR PLANS AND ELEVATIONS MUST ALSO SUBMIT TO CHARGE PROVIDED MAXIMUM FLOORING AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
	EXISTING STREET TREE		4. WITHIN MAXIMUM BUILDUP ENVELOPE, FOOTPRINT MECHANICAL EQUIPMENT AND STAIR BUILDING LOCATIONS AND SEES ARE SUBJECT TO CHANGE.
	FIRE HYDRANT		5. LOCATION AND DIMENSIONS OF CURB CUTS SHALL BE SUBJECT TO REVIEW BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION.
	STREET LAMP		
	BIKE RACK		
	NORTH ARROW		
	COMMERCIAL ACCESS POINT		
	COMMUNITY ACCESS POINT		
	RESIDENTIAL ACCESS POINT		

GENERAL NOTES



















1. APPLICANT'S STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS.
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE SEEN AS BEARING ANY RESPONSIBILITY FOR EXACT BUILDING INFORMATION ON SURROUNDING PROPERTIES.
3. WITHIN MAXIMUM BUILDING ENVELOPE SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF BUILDINGS, ROOMS, PARTITIONS, STAIRS, TERRACES, INTERIOR ARRANGING OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, LOCATIONS OF BUILDINGS, ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. WITHIN MAXIMUM BUILDING ENVELOPE, ROOMS, PARTITIONS, MAXIMUM BUILDING AND STAIR BUILDING LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
5. LOCATION AND DIMENSIONS OF CURB CUTS SHALL BE SUBJECT TO REVIEW BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION.




 DATE _____
 PREPARED BY _____
 DRAWN BY _____
 CHECKED BY _____
 MADE BY _____
 (If suitable in drawing)
Z-007

Z-007

LEGEND

	PROPOSED MAXIMUM BLDG ENVELOPE
	ILLUSTRATIVE BUILDING LINE
	ZONING DISTRICT BOUNDARY
	ZONING LOT LINE
	GENERAL LARGE SCALE DEVELOPMENT
	DIRECTION OF TRAFFIC
	POTENTIAL CURB CUT ZONE
	EXISTING BUILDING FOOTPRINT
	PROPOSED BUILDING FOOTPRINT
	EXISTING STREET TREE
	FIRE HYDRANT
	STREET LAMP
	BICYCLE RACK
	DEVELOPMENT ENVELOPE POINT ILLUSTRATIVE BUILDING POINT
	COMMERCIAL ACCESS POINT
	COMMUNITY ACCESS POINT
	RESIDENTIAL ACCESS POINT
	NORTH ARROW



BULK WAIVER OF ZR 35-84(D)(3) PURSUANT TO SECTION 24-243: COMMERCIAL PORTION PENETRATES SKY PLANE

GENERAL NOTES:

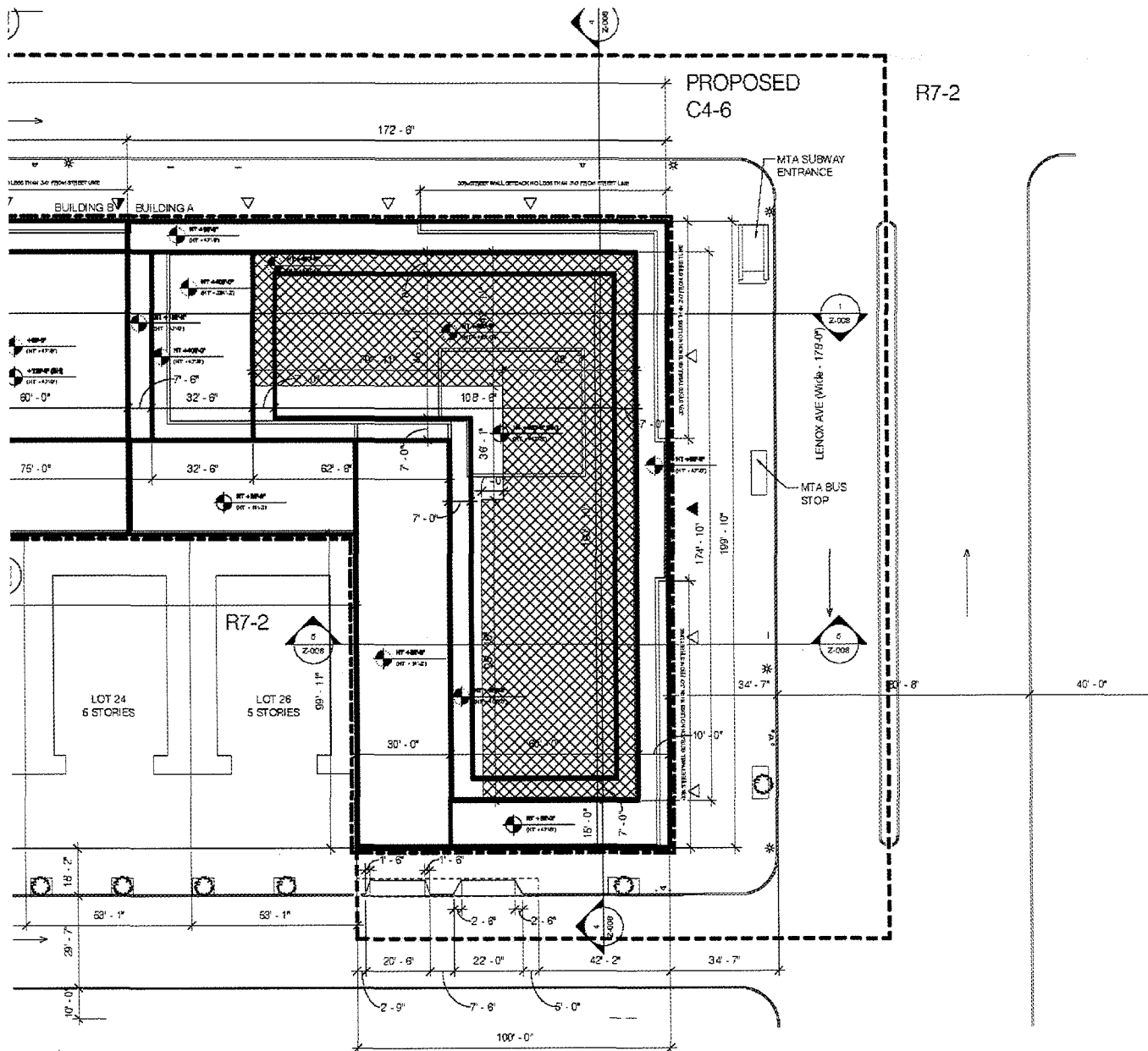
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3. WITHIN MAXIMUM BUILDING ENVELOPE, SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. WITHIN MAXIMUM BULKHEAD ENVELOPE, ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
5. LOCATION AND DIMENSIONS OF CURB CUTS SHALL BE SUBJECT TO REVIEW BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION.



20'-0"



ARCHITECT
SHOP ARCHITECTS
 6500 FIVE:th AVE
 NEW YORK, NY 10022
 Tel: 212.200.8800



SITE PLAN (ROOF PLAN) Copy 1

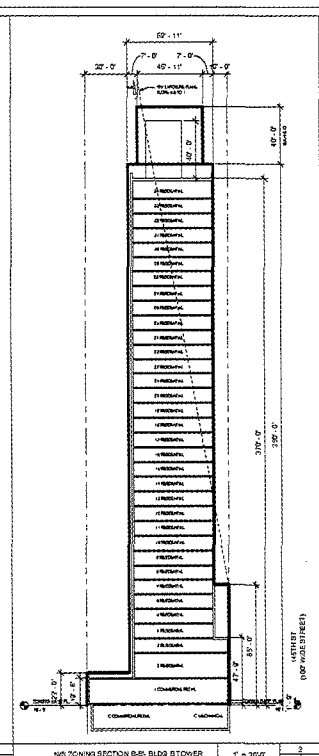
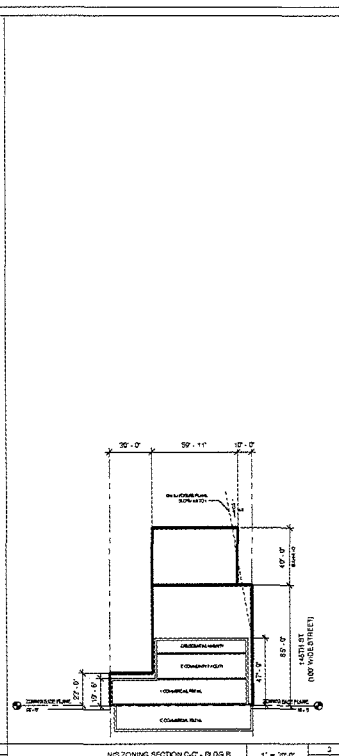
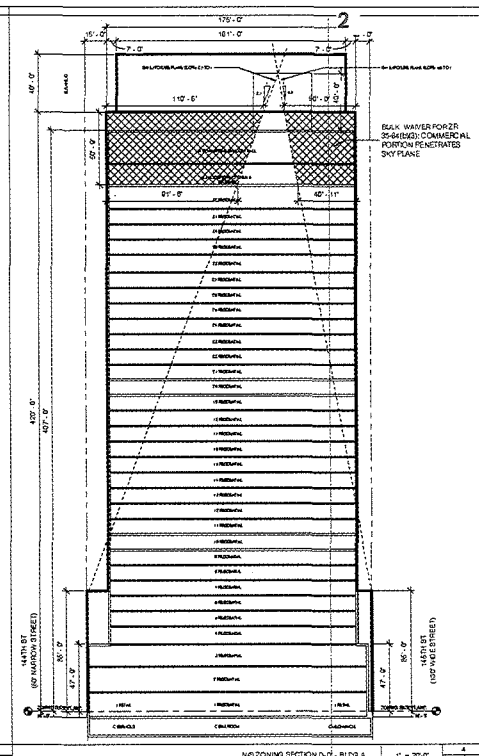
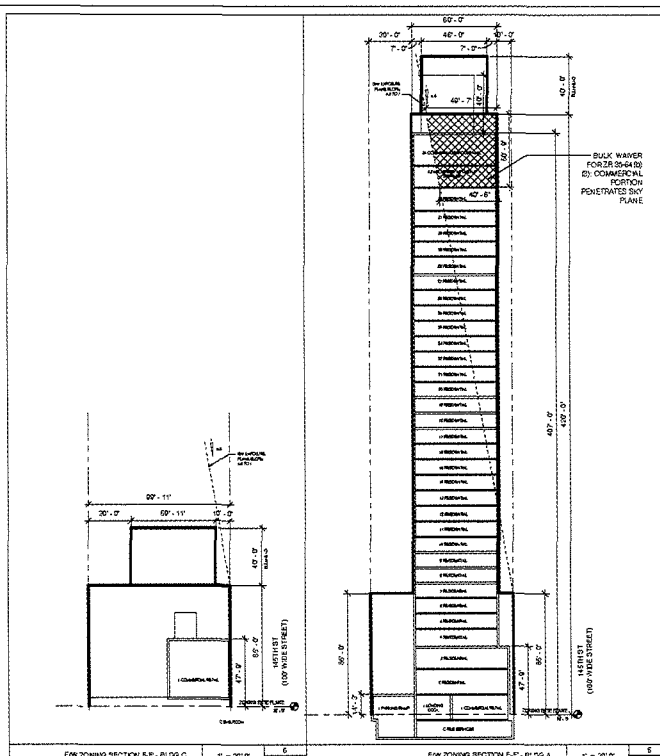
1" = 20'-0"

1

500'

PROJECT NAME							
One45 for Harlem							
PROJECT ADDRESS							
691 LENOX AVENUE NEW YORK, NY 10030							
SITE INFORMATION							
BLOCK: 8110 LOT: 29							
EASEMENT							
<table border="1"> <tr> <td>2</td> <td>08/10/2025</td> <td>ULURP APPLICATION UPDATE</td> </tr> <tr> <td>1</td> <td>11/15/2024</td> <td>ULURP APPLICATION</td> </tr> </table>		2	08/10/2025	ULURP APPLICATION UPDATE	1	11/15/2024	ULURP APPLICATION
2	08/10/2025	ULURP APPLICATION UPDATE					
1	11/15/2024	ULURP APPLICATION					
NO.	DATE	ISSUE/REVISION					
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DRAWING TITLE							
WAIVER SITE PLAN							
SEAL & SIGNATURE	DATE	08/05/2024					
	PROJECT NO.	200812					
	DRAWN BY	Author					
	CHECKED BY	Checker					
	DATE NO.						
DRAWING NUMBER		Z-007					

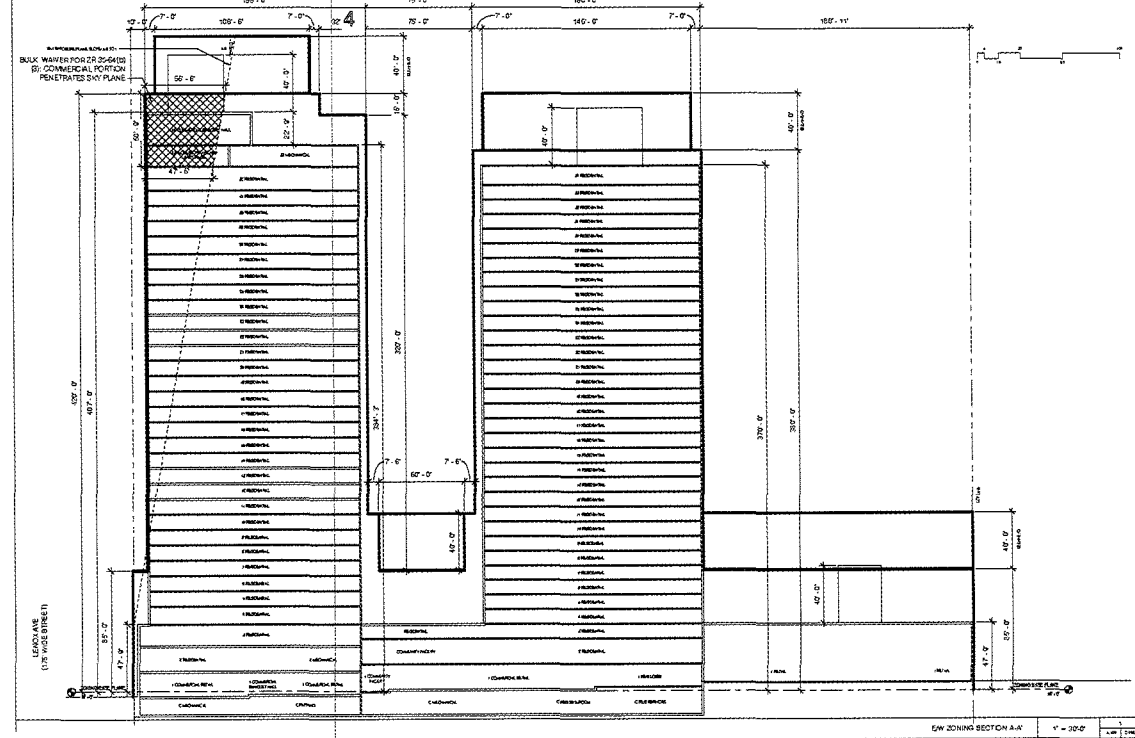
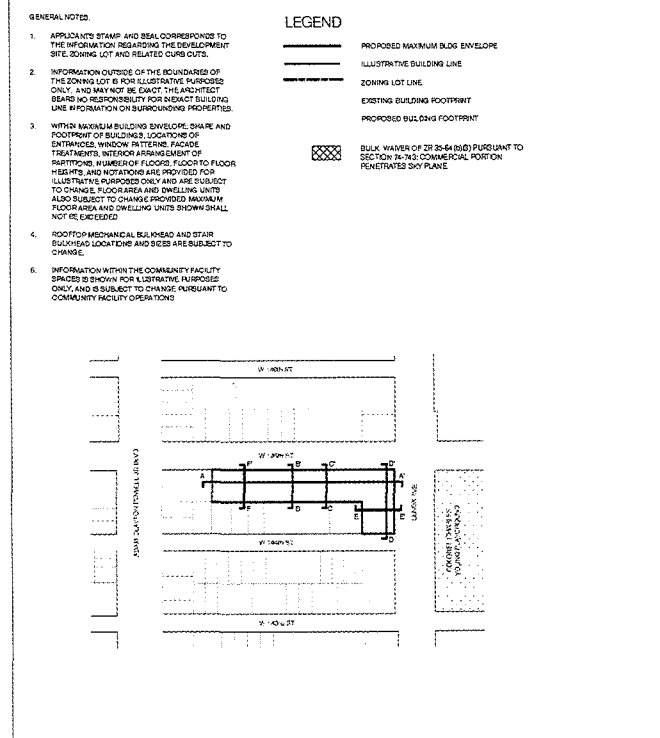
1



sh p

CLIENT: ONE45 FOR HARLEM
 ARCHITECT: SHAW POPE
 DATE: 10/10/18

3



One45 for Harlem

691 LENOX AVENUE
 NEW YORK, NY 10020

PROPOSED BUILDING
 PROPOSED BUILDING
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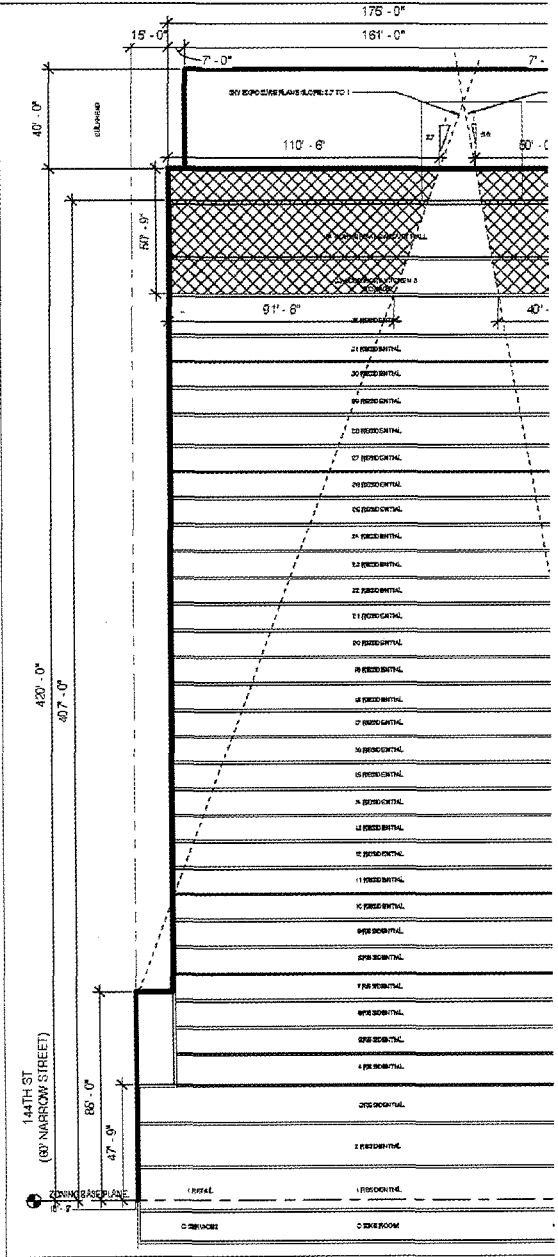
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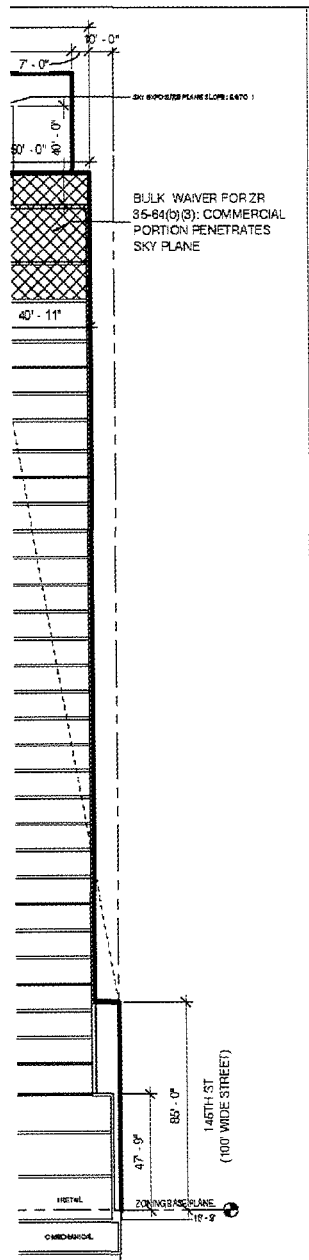
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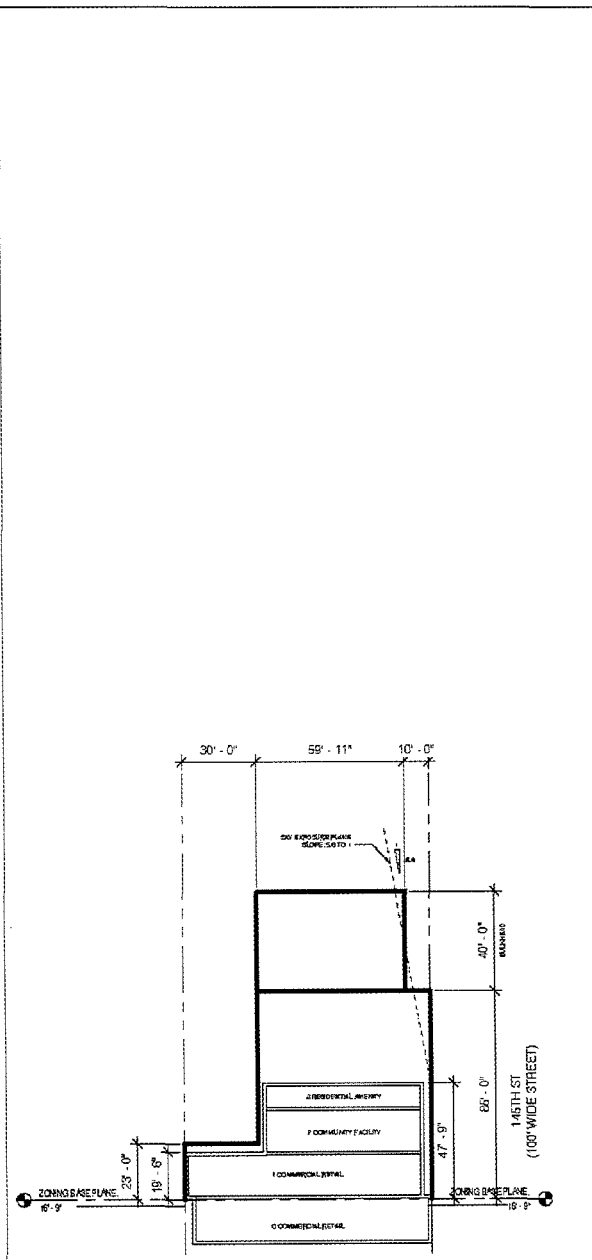
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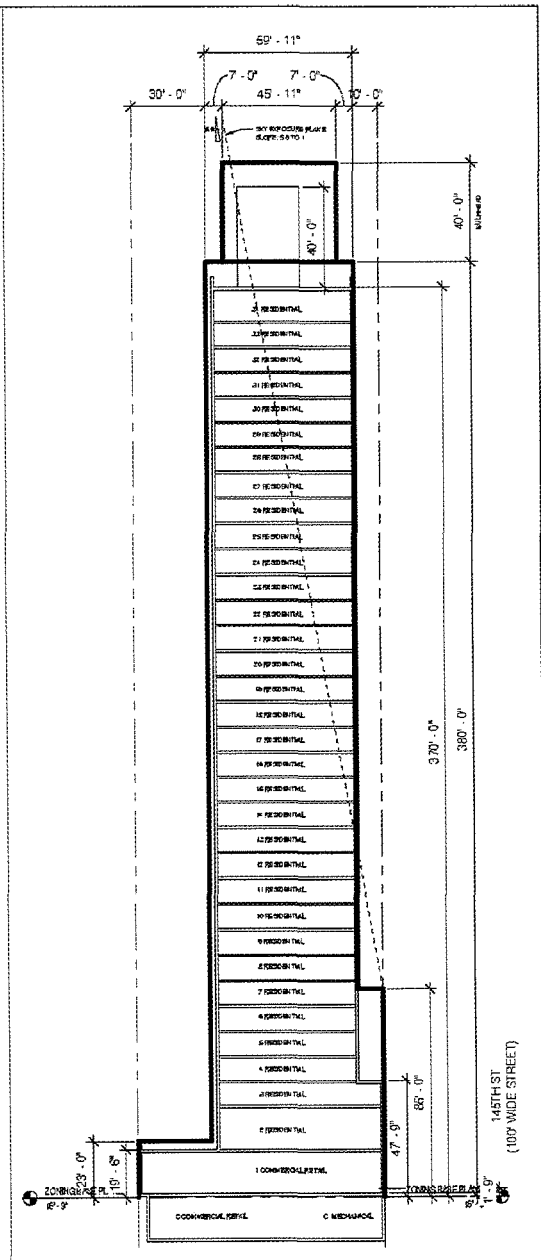




N/S ZONING SECTION C-C' - BLDG A
1" = 30'-0"
4.00 2.000
79'-0"



N/S ZONING SECTION C-C' - BLDG B
1" = 30'-0"
4.00 2.000
167'-0"



N/S ZONING SECTION B-B' - BLDG B TOWER
1" = 30'-0"
4.00 2.000
380'-0"

sh p







CLIENT
Grease Monkey LLC
1000 145TH ST
NEW YORK, NY 10019

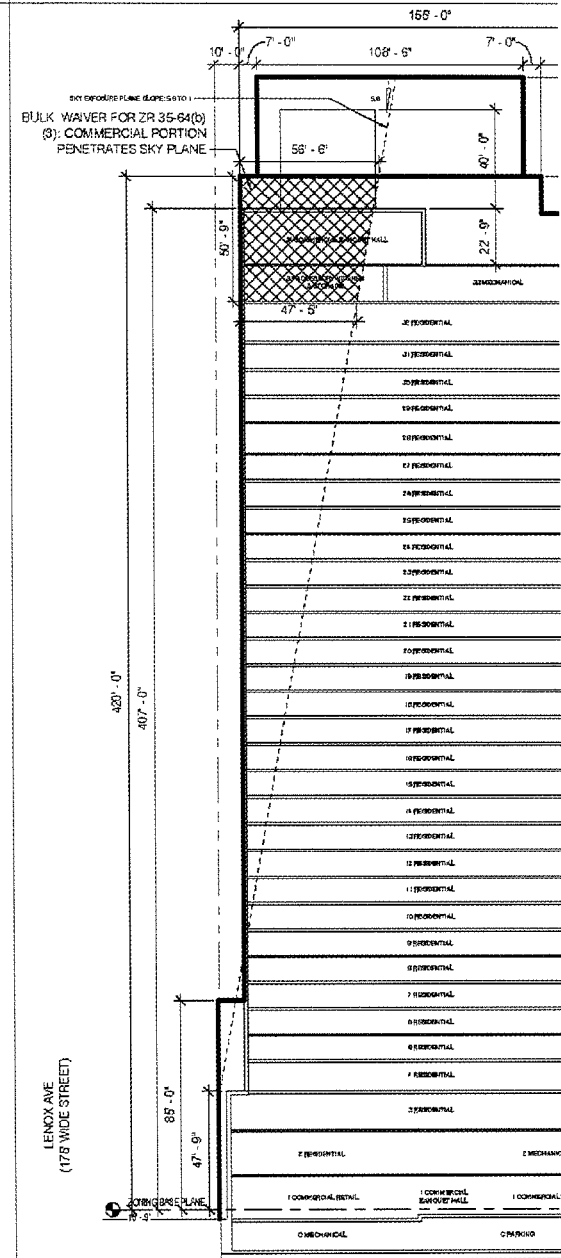
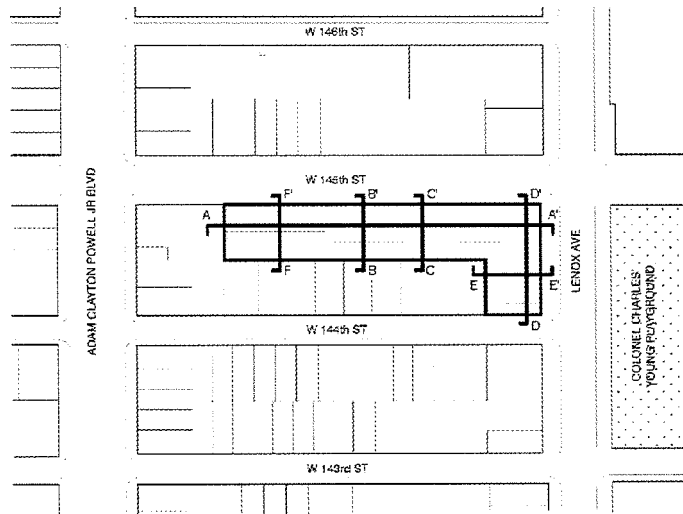
ARCHITECT
shp architects
1000 145TH ST
NEW YORK, NY 10019

GENERAL NOTES:

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT AND RELATED CURB CUTS.
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
3. WITHIN MAXIMUM BUILDING ENVELOPE, SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
5. INFORMATION WITHIN THE COMMUNITY FACILITY SPACES IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND IS SUBJECT TO CHANGE PURSUANT TO COMMUNITY FACILITY OPERATIONS.

LEGEND

-  PROPOSED MAXIMUM BLDG ENVELOPE
-  ILLUSTRATIVE BUILDING LINE
-  ZONING LOT LINE
-  EXISTING BUILDING FOOTPRINT
-  PROPOSED BUILDING FOOTPRINT
-  BULK WAIVER OF ZR 35-64(b)(3) PURSUANT TO SECTION 74-745: COMMERCIAL PORTION PENETRATES SKY PLANE





Z-008

GENERAL NOTES

1. WITHIN MAXIMUM BUILDING ENVELOPE, SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

URBAN DESIGN NOTES

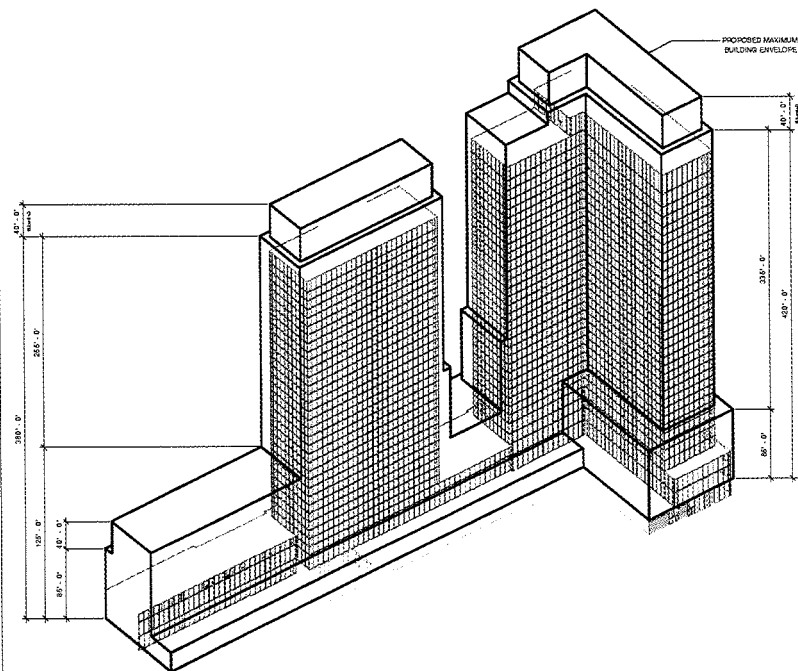
- STREET WALL ADJUSTMENT**
On 16TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDINGS SHALL BE CONTIGUOUS TO SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.
- At the INTERSECTION OF LENOX AVENUE AND 16TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF EACH STREET WALL OF THE BASE OF BUILDING SHALL BE CONTIGUOUS TO SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.
- On LENOX AVENUE, IN ADDITION TO THE REQUIRED SETBACK AT THE INTERSECTION OF LENOX AVENUE AND 16TH STREET AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF EACH BUILDING SHALL BE CONTIGUOUS TO SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.
- GROUND FLOOR TRANSPARENCY**
When ANY BUILDING WALL OF BUILDING A, B OR C IS THE FULL OR MOST VISIBLE SIDE OF THE BUILDING, IT SHALL BE OPEN TO THE STREET FOR THE TOTAL BROADENED AREA OF DOORWAYS BETWEEN CURB LEVEL AND 10 FEET ABOVE CURB LEVEL, OR TO THE SECOND FLOOR GROUND FLOOR TRANSPARENT AREA, WHICHEVER IS GREATER. THE FULL WIDTH OF THE WALL OF EACH WALL A LESS THAN 10 FEET IN HEIGHT, SHALL BE TRANSPARENT.
- USUAL INTERIORS**
The INTERIORS OF BUILDINGS A AND BUILDINGS SHALL BE DIFFERENTIATED THROUGH VISUAL QUALITY, CIRCULATION AND ARTICULATION.

2

sh p

CLIENT
Overseas Investment Corporation
1000 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

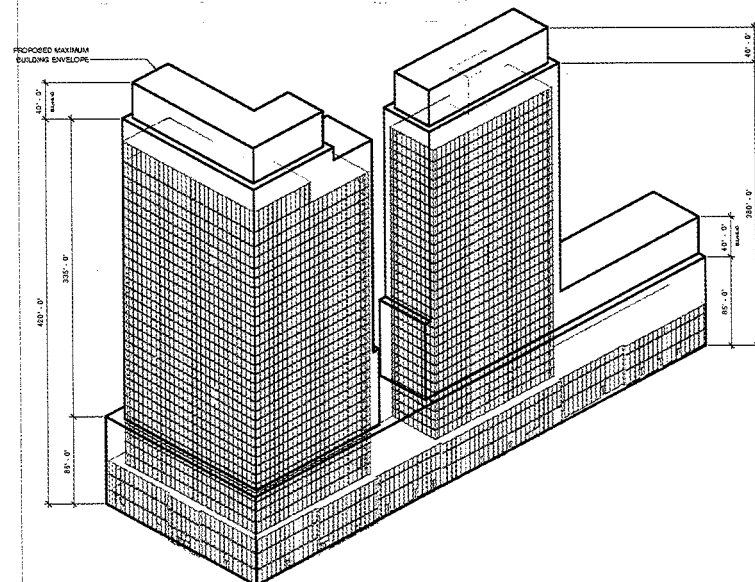
23



ISOMETRIC - SOUTHWEST

1

4



ROMETRIC - NORTHEAST

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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FOOTNOTES

One45 for Harlem

PROJECT ADDRESS
691 LENOX AVENUE
NEW YORK, NY 10030

REFERENCES

**REINFORCE TRAINING
BLOOD BOND
WITH US**

1997

[illegible]

AXONOMETRICS

104-67894-20

REC'D & FORWARDED

U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

DATE: 10/1/78

PREPARED BY: FBI

EXAMINED BY: JAC

DATE RECEIVED: 10/1/78

FILE NO.

INVESTIGATOR(S):

Z-010

Z-010

GENERAL NOTES:

1. WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

URBAN DESIGN NOTES:

1. STREET WALL ARTICULATION
ON 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDINGS B AND C SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF EACH STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

ON LENOX AVENUE, IN ADDITION TO THE REQUIRED SETBACK AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.
2. GROUND FLOOR TRANSPARENCY
WHEN ANY BUILDING WALL OF BUILDING A, B OR C THAT IS FIVE FEET OR MORE IN HEIGHT ADJOINS A SIDEWALK, AT LEAST 25 PERCENT OF THE TOTAL SURFACE AREA OF SUCH WALLS BETWEEN CURB LEVEL AND 12 FEET ABOVE CURB LEVEL OR TO THE CEILING OF THE GROUND FLOOR, WHICHEVER IS HIGHER, OR TO THE FULL HEIGHT OF THE WALL IF SUCH WALL IS LESS THAN 12 FEET IN HEIGHT, SHALL BE TRANSPARENT.
3. VISUAL INTEREST
THE TOWER PORTIONS OF BUILDING A AND BUILDING B SHALL BE DIFFERENTIATED THROUGH MATERIALITY, OPACITY AND ARTICULATION

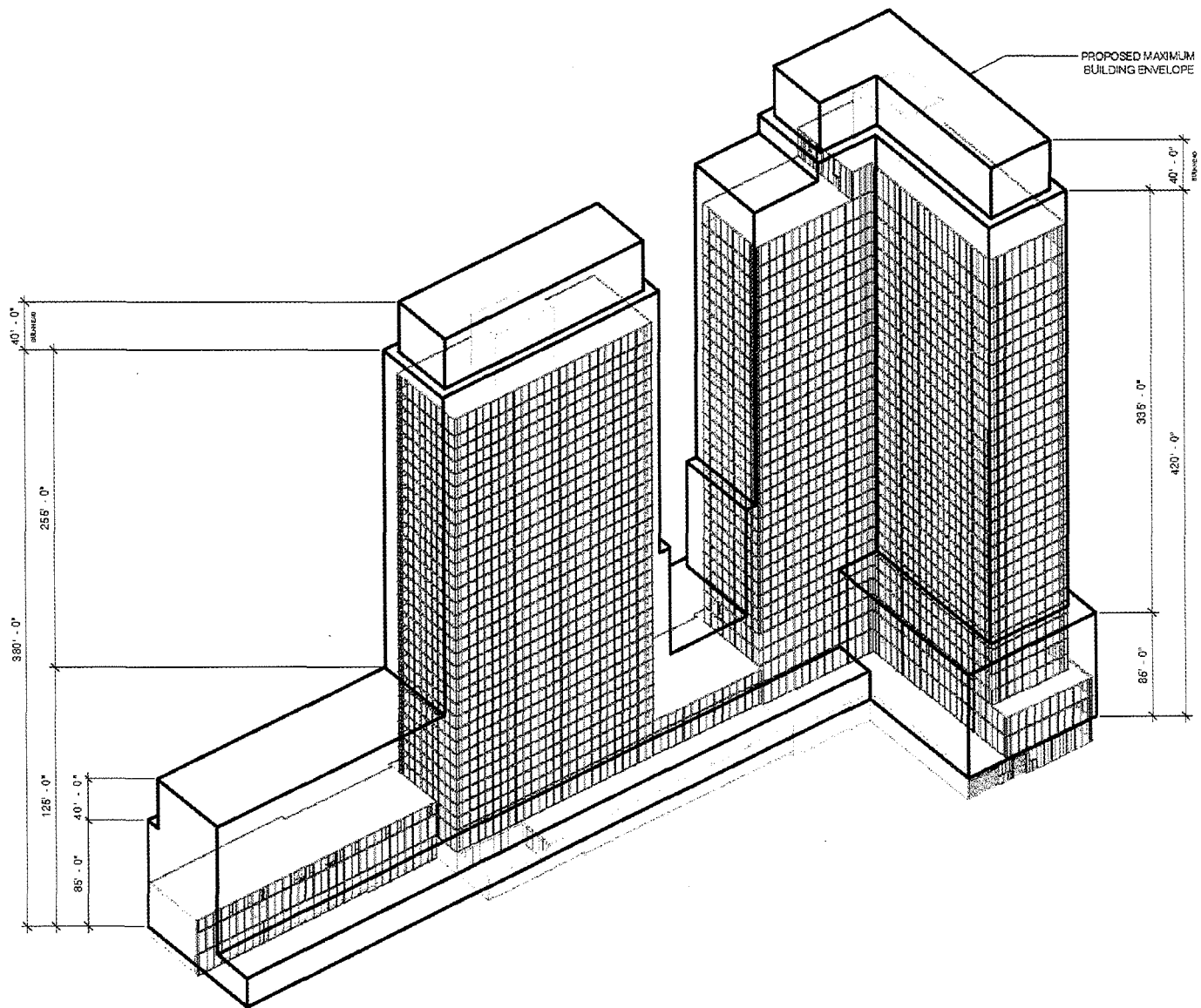
sh p

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CHAS LINDY LLC
10000 N. 10TH AVE
SUITE 100
DENVER, CO 80231

ARCHITECT

SHAP ARCHITECTS
10000 N. 10TH AVE
SUITE 100
DENVER, CO 80231



ISOMETRIC - SOUTH-WEST

2

50 M



DRAWING LIST	
SHEET NUMBER	SHEET NAME
Z-000	TITLE PAGE
Z-001	SITE SURVEY
Z-002	ZONING ANALYSIS TABLE
Z-003	ZONING LOT SITE PLAN
Z-004	CELLAR PLAN
Z-005	GROUND FLOOR PLAN
Z-006	UPPER FLOOR PLANS
Z-007	WAIVER SITE PLAN
Z-008	WAIVER SECTIONS
Z-009	ELEVATIONS
Z-010	AXONOMETRICS
Z-011	NEIGHBORHOOD CHARACTER DIAGRAMS I
Z-012	NEIGHBORHOOD CHARACTER DIAGRAMS II

ONE45 FOR HARLEM

ULURP DRAWINGS

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 2019
LOT: 29

ISSUANCE

2	03/10/2025	ULURP APPLICATION UPDATE
1	11/15/2024	ULURP APPLICATION

NO. DATE ISSUE/REVISION

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TITLE PAGE

SEAL & SIGNATURE

DATE

09/03/2024

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Author

PROJECT NO.

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Z-000

REGISTERED ARCHITECT

STATE OF NEW YORK

020500

3/15/2024 2:28:12 PM



PROJECT ADDRESS
691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION
BOROUGH: MANHATTAN
BLOCK: 2013

ESLAND

NO	DATE	ISSUE/REVISION
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DRAWING TITLE

SITE CLUB (5)

SITE SURVEY

SEAL & SIGNATURE	DATE
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PROJECT N

REGISTERED ARCHITECT
B.A. PASQUALE

DRAWN BY

CHECKED BY

DOB NO. _____
DRAWING NO. _____

028599 Z-0



Site Data

Rock(s) Lot(s)

2013 29

685 Lenox Avenue, 691 Lenox Avenue and 112-150 West 45th Street, C4-6 (proposed zoning map amendment)

Street Address(es)

Proposed Zoning

Community District

Zoning Section Map No

Zoning Lot Area

2R

Item/Description

Permitted/Required

Proposed

Compliance/Notes

USE REGULATIONS

USE GROUPS

32-10

USES PERMITTED AS OF RIGHT

USE GROUPS I, II, III, IV, VI, VII, VIII, IX, X

USE GROUPS II, III(B), VI, VIII

COMPLIES

SUPPLEMENTAL USE REGULATIONS

32-422

LOCATION OF FLOORS OCCUPIED BY COMMERCIAL USES

COMMERCIAL USE PERMITTED ON A STORY HIGHER THAN RESIDENTIAL USES

USE GROUP VIII BANQUET HALL PROPOSED ON BUILDING A FLOORS 32 & 33

COMPLIES

32-423

ADDITIONAL ENVIRONMENTAL STANDARDS FOR CERTAIN USES

COMMERCIAL USE ON HIGHER STORY THAN RESIDENTIAL USE

USE GROUP VIII BANQUET HALL PROPOSED ON BUILDING A FLOORS 32 & 33

COMPLIES

STREETSCAPE REGULATIONS

32-321(a)

GROUND FLOOR LEVEL USES

COMMERCIAL, COMMUNITY FACILITY & RESIDENTIAL (EXCLUDING DWELLING UNITS)

COMMERCIAL, RESIDENTIAL LOBBY, COMMUNITY FACILITY (III B)

COMPLIES

32-321(a)(6)

MAX RECY LOBBY DIMENSION

MAXIMUM 50% OF STREET FRONTAGE OR 50' WIDTH OF RESIDENTIAL LOBBIES, WHICHEVER IS GREATER

BUILDING A - RESIDENTIAL LOBBY FRONTAGE 34.75' / 199.8' = 17.4%
BUILDING B - RESIDENTIAL LOBBY FRONTAGE 64.5' / 240' = 26.9%

COMPLIES
COMPLIES

32-321 (a)(7)

OFF-STREET PARKING AND LOADING BERTHS

PARKING & LOADING ENTRANCES PERMITTED

PARKING ENTRANCE PROVIDED

COMPLIES

32-321 (b)

TRANSPARENCY REQUIREMENTS

50% MINIMUM GROUND FLOOR TRANSPARENCY REQUIRED ON TIER B STREET FRONTAGE

BUILDING A - LENOX AVENUE (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY
Building A - 145TH ST (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY
Building B - 145TH ST (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY
Building C - 145TH ST (WIDE STREET) FRONTAGE = 50% MINIMUM GROUND FLOOR TRANSPARENCY

COMPLIES
COMPLIES
COMPLIES
COMPLIES

BULK REGULATIONS

FAIR

35-31 / 33-122 / 33-123-23-154(b)

RESIDENTIAL (BASE)

N/A

N/A

N/A

RESIDENTIAL (MIH)

3.40

10.78

COMPLIES

COMMERCIAL

12.00

1.01

COMPLIES

COMMUNITY FACILITY

10.00

0.21

COMPLIES

MAX. TOTAL

12.00

12.00

COMPLIES

FLOOR AREA

35-31 / 33-122 / 33-123-23-154(b)

RESIDENTIAL (BASE)

N/A

N/A

N/A

RESIDENTIAL (MIH)

826,092 SF

742,124 SF

COMPLIES

COMMERCIAL

234,092 SF

22,218 SF

COMPLIES

COMMUNITY FACILITY

688,841 SF

14,208 SF

COMPLIES

MAX. TOTAL

826,092 SF

826,091 SF

COMPLIES

23-154(D)(3)

MANDATORY INCLUSIONARY HOUSING AREA

MIH OPTION STILL TBD, HOLDING OPTION 2 AT 30%

RESIDENTIAL FLOOR AREA = 742,124 SF X 30% = 222,637 SF OF AFFORDABLE FLOOR AREA

COMPLIES, SEE ZONING TEXT AMENDMENT TO APPENDIX F; DOES NOT INCLUDE LOWER INCOME HOUSING NOT SUBJECT TO MIH.

YARDS

35-51

FRONT YARD

NONE REQUIRED

NONE PROVIDED

COMPLIES

35-52

REAR YARD

NONE REQUIRED OR 8' MIN. IF PROVIDED

NONE PROVIDED

COMPLIES

35-53

REAR YARD - MODIFICATION OF REAR YARD REQUIREMENTS

REAR YARD TO BE PROVIDED AT FLOOR LEVEL OF LOWEST STORY USED FOR DWELLING UNITS

REAR YARD PROVIDED AT FLOOR LEVEL OF LOWEST STORY USED FOR DWELLING UNITS

COMPLIES

33-301 / 23-541

REAR YARD - WITHIN ONE HUNDRED FEET OF CORNERS

NO REAR YARD REQUIRED WITHIN ONE HUNDRED FEET OF CORNERS

NO REAR YARD PROVIDED WITHIN ONE HUNDRED FEET OF CORNERS

COMPLIES

23-47

MINIMUM REQUIRED REAR YARD (RESIDENTIAL)

30'

30'

COMPLIES

33-292

REAR YARD - REQUIRED YARDS ALONG DISTRICT BOUNDARIES (COMMUNITY FACILITY)

MAXIMUM LEVEL OF YARD = 23' MINIMUM DEPTH IN FEET = 30'

MAXIMUM LEVEL OF YARD = 23' MINIMUM DEPTH IN FEET = 30'

COMPLIES

33-23(b)

REAR YARD - PERMITTED OBSTRUCTIONS IN REAR YARDS

NON RESIDENTIAL PORTION OF BUILDING BELOW 23'

NON RESIDENTIAL PORTION OF BUILDING AS PERMITTED OBSTRUCTION = 23' ABOVE CURB LEVEL

COMPLIES

HEIGHT AND SETBACK

33-42

PERMITTED OBSTRUCTIONS

SUN CONTROL, ELEVATOR SHAFT OR BULKHEAD, EXTERIOR WALL THICKNESS, PARAPET WALLS, BALCONIES, SKYLIGHTS, SOLAR ENERGY SYSTEMS, WIND ENERGY SYSTEM, WINDOW WASHING EQUIPMENT, AERIALS, ROOFTOP GREENHOUSE

ALL CONTEMPLATED AS PERMITTED OBSTRUCTIONS TO EXCEED MAXIMUM ENVELOPE

COMPLIES

35-64(b)

SPECIAL TOWER REGULATIONS FOR MIXED BUILDINGS

IN CONFORMANCE WITH 23-652 STANDARD TOWER REGULATIONS ARE APPLICABLE IF FOLLOWING CONDITIONS ARE MET

TOWER REGULATIONS OF 23-652 APPLIED

COMPLIES

35-64(b)(1)

CONDITION 1

AT LEAST 60% FLOOR AREA IS OCCUPIED BY RESIDENTIAL ALL USES IN COMPLIANCE WITH 2832-42

742,124 RESIDENTIAL FLOOR AREA / 826,092 SF TOTAL FLOOR AREA = 89.8%

COMPLIES

35-64(b)(2)

CONDITION 2

ONLY RESIDENTIAL PORTION PENETRATES SKY EXPOSURE PLANE

COMMERCIAL USE ABOVE RESIDENTIAL DWELLING UNITS

COMPLIES

35-64(b)(3)

CONDITION 3

ONLY RESIDENTIAL PORTION PENETRATES SKY EXPOSURE PLANE

COMMERCIAL PORTION PENETRATES SKY EXPOSURE PLANE

DONES NOT COMPLY; REQUIRES SPECIAL PERMIT PURSUANT TO SECTION 74-743,SEE SHEET Z-507 & Z-508

23-641

MAXIMUM BASE HEIGHT (WIDE STREET) (RESIDENTIAL)

85' OR 9 STORIES, WHICHEVER IS LESS,

47' - 9' / 3 STORIES

COMPLIES

23-641

MAXIMUM BASE HEIGHT (NARROW STREET) (RESIDENTIAL)

85' OR 9 STORIES, WHICHEVER IS LESS,

47' - 9' / 3 STORIES

COMPLIES

33-431

INITIAL SETBACK DISTANCE (WIDE STREET)

15'

10'

N/A - SETBACK COMPLIES WITH 23-652

33-431

INITIAL SETBACK DISTANCE (NARROW STREET)

20'

15'

N/A - SETBACK COMPLIES WITH 23-652

33-431

MAXIMUM BASE HEIGHT (WIDE STREET) (COMMERCIAL / COMMUNITY FACILITY)

85' OR 6 STORIES, WHICHEVER IS LESS

47' - 9' / 3 STORIES

COMPLIES

33-431

MAXIMUM BASE HEIGHT (NARROW STREET) (COMMERCIAL / COMMUNITY FACILITY)

85' OR 6 STORIES, WHICHEVER IS LESS

47' - 9' / 3 STORIES

COMPLIES

33-431

INITIAL SETBACK DISTANCE (WIDE STREET)

15'

10'

N/A - SETBACK COMPLIES WITH 23-652

33-431

INITIAL SETBACK DISTANCE (NARROW STREET)

20'

15'

N/A - SETBACK COMPLIES WITH 23-652

23-65

TOWER REGULATIONS: MAXIMUM LOT COVERAGE

IN THE AGGREGATE TOWER PORTIONS OF BUILDINGS NOT PERMITTED TO EXCEED 40% OF LOT AREA

TOWER A LOT COVERAGE = 15,340 SF / 68,841 SF = 22.2%
TOWER B LOT COVERAGE = 8,985 SF / 68,841 SF = 13.1%
TOTAL TOWER AGGREGATE LOT COVERAGE NOT TO EXCEED 40%

COMPLIES

23-652

STANDARD TOWER SETBACK

MIN. WIDE STREET SETBACK = 10'
MIN. NARROW STREET SETBACK = 15'

LENOX AVENUE (WIDE) 10' SETBACK PROVIDED
145TH STREET (WIDE) 10' SETBACK PROVIDED
144TH STREET (NARROW) 15' SETBACK PROVIDED

COMPLIES

MINIMUM REQUIRED DISTANCE BETWEEN BUILDINGS

23-711

WINDOW TO WINDOW

MINIMUM 60'

PROPOSED = 85'

COMPLIES

PARKING

25-212 / 36-30

RESIDENTIAL

PARKING REQUIRED FOR 40% OF TOTAL MARKET RATE AND MODERATE INCOME DWELLING UNITS

0 PARKING SPACES REQUIRED. 0 SPACES PROVIDED.

25-11 / 36-11, 36-12

PERMITTED PARKING

ACCESSORY PARKING FOR RESIDENCES PERMITTED SUBJECT TO 150 SPACE SIZE LIMITATION SET FORTH IN 36-12

40 SPACES PROVIDED

COMPLIES

25-251 / 36-35

INCOME RESTRICTED UNITS

NO PARKING REQUIRED FOR MIH AND LOWER INCOME UNITS AND LOCATED WITHIN A TRANSIT ZONE

NO PARKING PROVIDED FOR MIH AND LOWER INCOME UNITS

COMPLIES, DEVELOPMENT LOCATED IN THE TRANSIT ZONE, SEE APPENDIX I

36-21

COMMERCIAL

NONE REQUIRED FOR PROPOSED COMMERCIAL USES

NONE PROVIDED FOR PROPOSED COMMERCIAL USES

COMPLIES

36-521

COMMUNITY FACILITY

NONE REQUIRED FOR PROPOSED COMMUNITY FACILITY USES

NONE PROVIDED FOR PROPOSED COMMUNITY FACILITY USES

COMPLIES

36-521

SIZE OF SPACES

MINIMUM 300 SF PER PARKING SPACE

PARKING AREA 12,000 SF / 40 PARKING SPACES = 300 SF PER PARKING SPACE

COMPLIES

36-53

WIDTH OF CURB CUTS AND LOCATION OF ACCESS TO THE STREET

LOCATED NOT LESS THAN 50' FROM THE INTERSECTION OF TWO STREETS

LOCATED BEYOND 50' FROM THE INTERSECTION OF TWO STREETS

COMPLIES

LOADING

36-62

REQUIRED ACCESSORY OFF-STREET LOADING

RESIDENTIAL - NONE REQUIRED
COMMUNITY FACILITY - NONE REQUIRED
USE GROUP VI AND VII - LRC B - 2 REQUIRED BETWEEN 40,000 AND 100,000 SF OF FLOOR AREA

RESIDENTIAL - NONE PROVIDED
COMMUNITY FACILITY - NONE PROVIDED
USE GROUP VI (ABOVE GRADE) = 31,992 SF OF FLOOR AREA
USE GROUP VI (DESIRABLE BELOW GRADE) = 0 SF
USE GROUP VII = 39,340 SF OF FLOOR AREA
TOTAL USE GROUP VI AND VII - LRC B = 71,332 SF = 1 PROVIDED

COMPLIES
COMPLIES

36-661

SIZE OF REQUIRED BERTHS

COMMERCIAL USES - LENGTH - 37', WIDTH - 12', VERT. CLEAR - 14'

LOADING BERTH ON 144TH MIN. - LENGTH - 54', WIDTH - 13', VERT. CLEAR - 12' OR 14'

COMPLIES

36-662

LOCATION OF ACCESS TO THE STREET

LOCATED NOT LESS THAN 50' FROM THE INTERSECTION OF TWO STREETS

LOCATED 54' FROM THE INTERSECTION OF TWO STREETS

COMPLIES

36-663

RESTRICTIONS ON LOCATIONS OF BERTHS NEAR RESIDENCE DISTRICTS

BERTHS WITHIN 60' OF RESIDENTIAL DISTRICT BOUNDARY SHALL BE ENCLOSED AND NO EXIT OR ENTRANCE WITHIN 30' OF RESIDENTIAL DISTRICT BOUNDARY

LOADING BERTH ON 144TH - ENCLOSED, LOCATED 31' FROM RESIDENTIAL DISTRICT BOUNDARY

COMPLIES

BICYCLE PARKING

36-711

ENCLOSED BICYCLE PARKING SPACES

RESIDENTIAL - 1 PER 2 DWELLING UNITS: 968 DWELLING UNITS / 2 = 484 SPACES REQUIRED
USE GROUP VI AND VII - 1 PER 10,000 SF OF FLOOR AREA: 72,218 SF / 1,000 = 7 SPACES REQUIRED
USE GROUP III(B) - NONE REQUIRED UNDER 20,000 SF
TOTAL SPACES REQUIRED = 491

TOTAL SPACES PROVIDED = 491

COMPLIES

36-73

RESTRICTIONS ON OPERATION, SIZE, LOCATION OF BICYCLE SPACES

SPACES SHALL BE ENCLOSED, ADDON, A RACK, AND BE SECURED/LOCKEABLE, SPACES FOR RESIDENTIAL, COMMUNITY FACILITY OR COMMERCIAL USES SHALL HAVE BE MADE AVAILABLE FOR STORAGE AND HAVE INDEPENDENT ACCESS. 15 SF SHALL BE PROVIDED FOR EACH BICYCLE SPACE

BICYCLE STORAGE IS ENCLOSED, ADDON A RACK AND BE SECURED/LOCKABLE AND AVAILABLE FOR INDEPENDENT ACCESS. 6 SF PER BICYCLE SPACE IS PROVIDED

COMPLIES, REQUIRES REDUCTION TO 65F PROPOSED PER COMMISSIONER OF BUILDINGS CERTIFICATION

SPECIAL URBAN DESIGN GUIDELINES

26-15

CURB CUTS

ONLY ONE CURB CUT PERMITTED ON A NARROW STREET FOR PREDOMINANTLY RESIDENTIAL BUILDINGS IN A C4-6 AREA FOR CENTRAL TRASH COLLECTION PROVIDED AT A RATE OF 75 SF FOR UNCOMPRESSED AND 50 SF FOR COMPRESSED GARBAGE FOR EACH 10,000 SF OF LOT AREA. SUCH AREA SHALL BE VENTILATED - 68,841 SF OF LOT AREA = 6,8841 X 50 = 344 SF REQUIRED.

TWO CURB CUT PROPOSED ON 144TH STREET (NARROW)

DONES NOT COMPLY, REQUIRES CPC CERTIFICATION PURSUANT TO 26-15 TO ALLOW ADDITIONAL CURB CUT ON NARROW STREET

26-16

CENTRAL REFUSE STORAGE AREA

ONE STREET TREE PRE EXISTING OR NEWLY PLANTED FOR EVERY 25 FEET OF STREET FRONTAGE;
LENOX AVE LINEAR FEET OF STREET FRONTAGE - 589'-0"
145TH STREET LINEAR FEET OF STREET FRONTAGE - 199'-10"
144TH STREET LINEAR FEET OF STREET FRONTAGE - 100'-0"
TOTAL LINEAR FEET OF STREET FRONTAGE = 888-107/25 = 36 TREES REQUIRED

COMPRESSED- 1,476 SF PROVIDED

COMPLIES

26-41

STREET TREE PLANTING

TOTAL STREET TREES PROVIDED = 2 TREES
REQUIRED COMPENSATION FOR 34 STREET TREES TO BE PROVIDED TO THE DEPARTMENT OF PARKS TREE FUND

LENOX AVE - 1 STREET TREE PROVIDED
145TH STREET - 0 STREET TREES PROVIDED
144TH STREET - 1 STREET TREE PROVIDED

COMPLIES

ZONING AREA SUMMARY				
Lot Area	68,841			
FAR				
Proposed:	12.00			
Floor Area				
Proposed:	826,091			
Tower Lot Coverage				
Proposed:	32.1%			
Dwelling Units	968	100%		
Affordable	291	30%		
Market rate	677	70%		
Parking	Required	Proposed		
Parking Spaces	0	40		
Bicycle Parking Spaces	491	491		
Program Area	GSF	ZSF	FAR	
Community Facility	14,800	14,208		0.21
Residential	779,444	742,124		10.78
Commercial - Retail	32,878	31,992		0.46
Commercial - Event Space	39,340	37,766		0.55
Mechanical	17,012	-		-
Below Grade/Parking/ BOH	52,026	-		-
Development Total	935,500	826,091		12.00

GENERAL NOTES:

1. WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

ZONING AREA SCHEDULE - BUILDING A						
Use	Gross Floor Area	Floor Area Deductions	Zoning Floor Area	# of Dwelling Units	Bike Parking Spaces	Vehicle Parking Spaces
Residential	472,345	18,894	453,451	537	269	40
Terrace	10,539	-	-	-	-	-
Total Commercial	52,077	1,828	50,249	-	-	-
Event Space	13,571	543	13,028	-	1	-
Event Space (VI)	25,769	1,031	24,738	-	1	-
Retail	12,737	256	12,482	-	2	-
Mechanical	14,663	-	-	-	-	-
Below Grade/Parking/BOH	28,049	-	-	-	-	-
Total*	567,134	63,434	503,700	537	274	40

*does not include terrace area

ZONING AREA SCHEDULE - BUILDING B						
Use	Gross Floor Area	Floor Area Deductions	Zoning Floor Area	# of Dwelling Units	Bike Parking Spaces	Vehicle Parking Spaces
Community Facility	14,800	592	14,208	-	-	-
Terrace	8,251	8,251		-	-	-
Residential	307,099	18,426	288,673	431	216	-
Terrace	6,480	6,480		-	-	-
Total Commercial	11,427	457	10,970	-	-	-
Retail	11,427	457	10,970	-	1	-
Mechanical	2,349	2,349		-	-	-
Below Grade/Parking/BOH	23,977	23,977		-	-	-
Total*	359,652	60,532	313,851	431	217	-

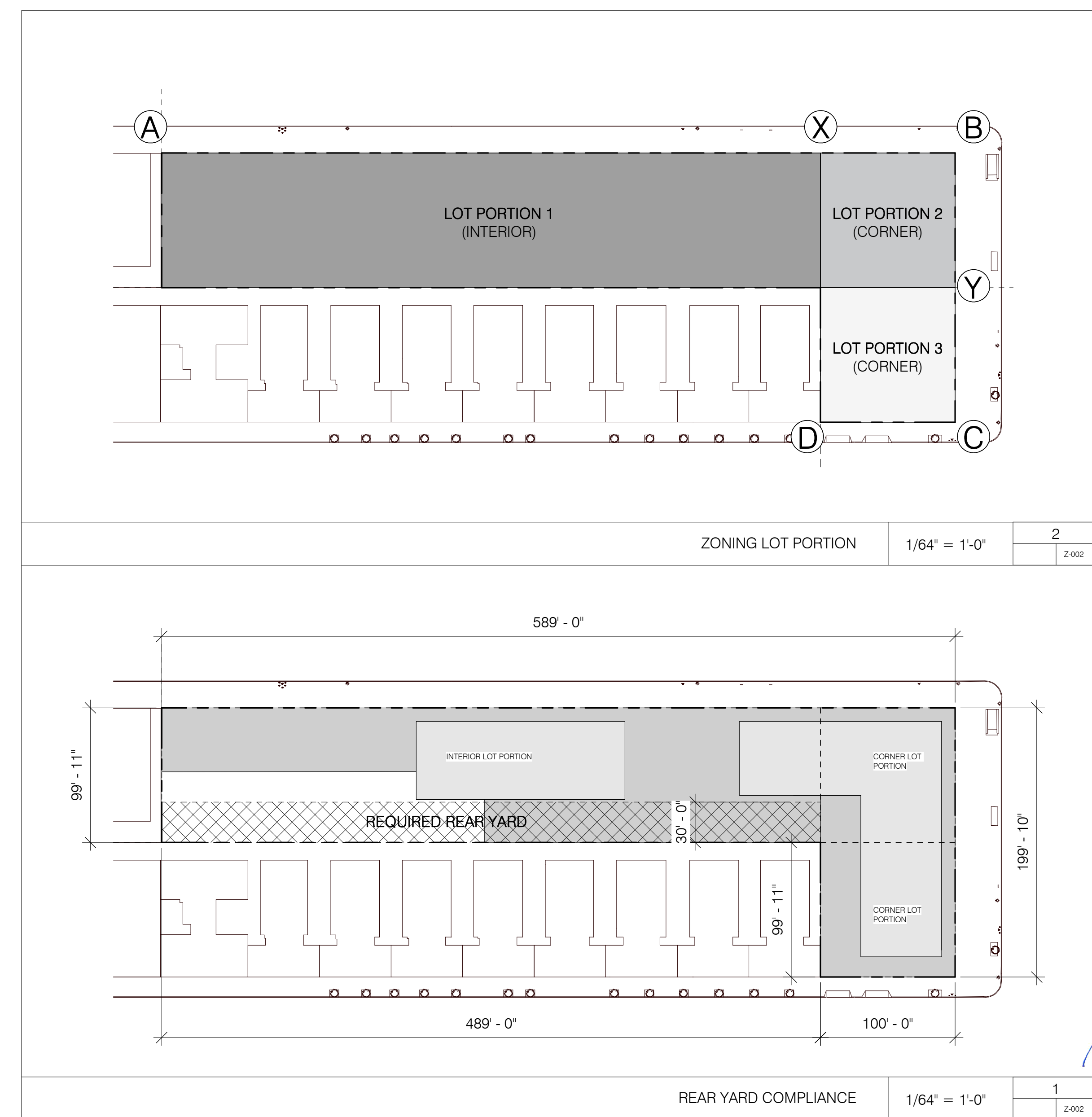
*does not include terrace area

ZONING AREA SCHEDULE - BUILDING C						
Use	Gross Floor Area	Floor Area Deductions	Zoning Floor Area	# of Dwelling Units	Bike Parking Spaces	Vehicle Parking Spaces
Retail	8,714	174	8,540	-	1	-
Total	8,714	174	8,540	-	1	-

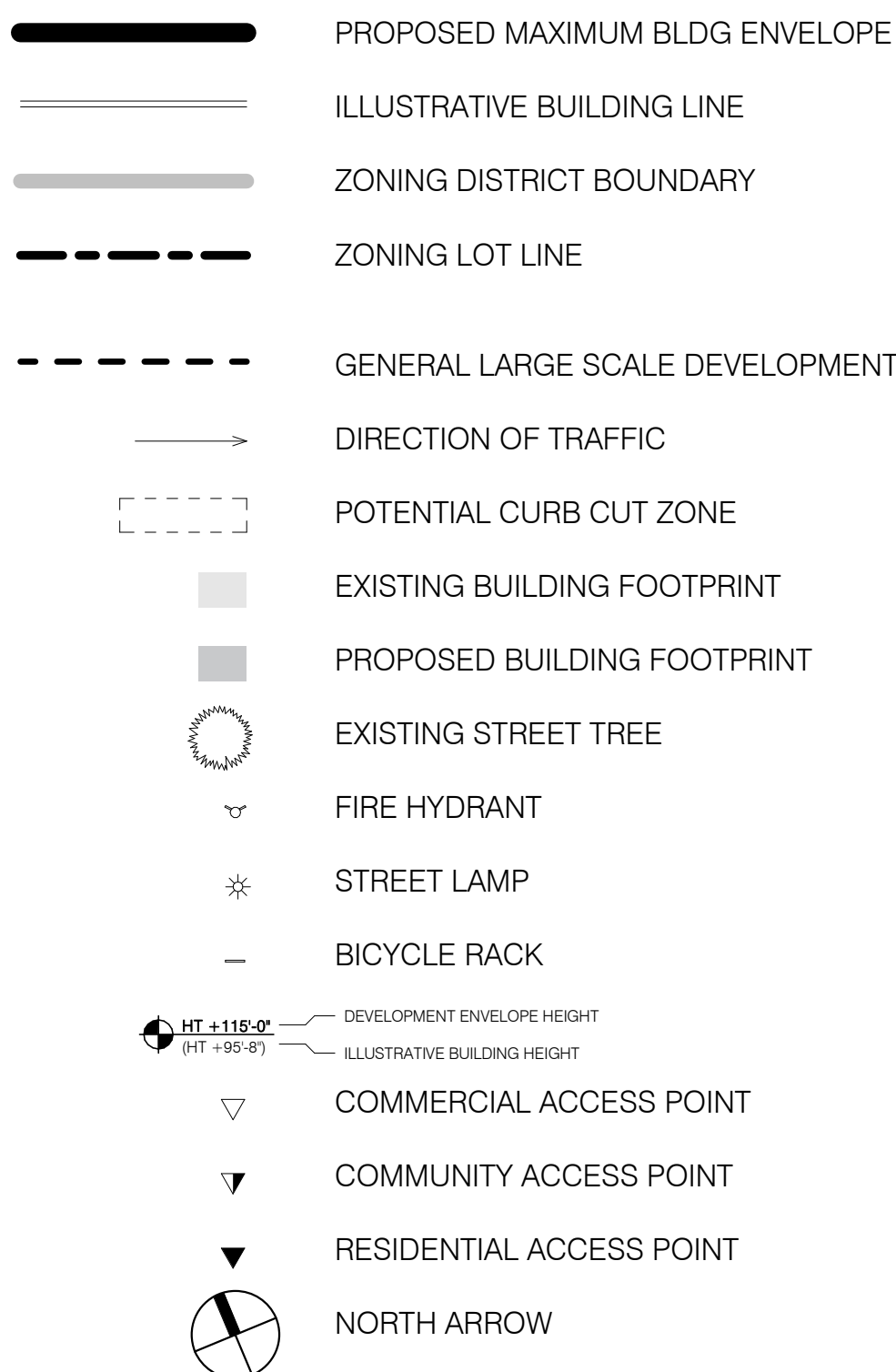
BASE PLANE CALCULATION

CURB LEVEL ELEVATIONS	STREET LINE ELEVATIONS	LOT	AREA (SF)	WEIGHT FACTOR	AVG CURB HEIGHT	AVG STREET HEIGHT
A 24.34	A' 24.84	LOT 1	49,900	71%	18.04	18.40
B 11.73	B' 11.97	LOT 2	9,992	15%	12.46	12.73
C 12.28	C' 12.28	LOT 3	9,992	15%	13.19	13.44
D 14.10	D' 14.27					
X 13.59	X' 13.93					
Y 12.07	Y' 12.30					
		TOTAL	68,884	100%		

CURB LEVEL BASE PLANE:	16.52
STREET LINE BASE PLANE:	16.86
PROJECT BASE PLANE:	16.75

[illegible]

LEGEND



GENERAL NOTES:

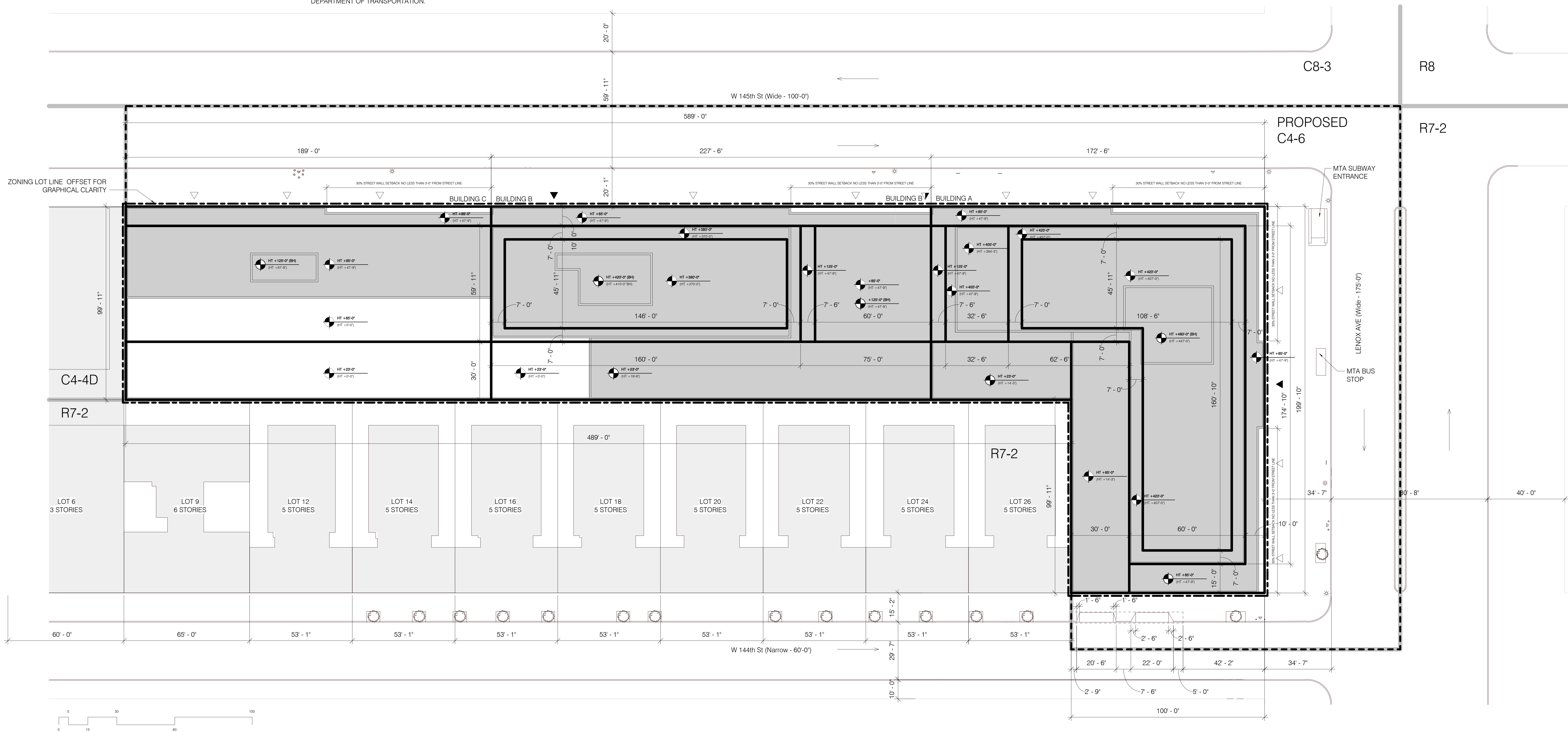
1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS.
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
3. WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. WITHIN MAXIMUM BULKHEAD ENVELOPE: ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
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URBAN DESIGN NOTES:

1. STREET WALL ARTICULATION
ON 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDINGS B AND C SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF EACH STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

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2. GROUND FLOOR TRANSPARENCY
WHEN ANY BUILDING WALL OF BUILDING A, B OR C THAT IS FIVE FEET OR MORE IN HEIGHT ADJOINS A SIDEWALK, AT LEAST 25 PERCENT OF THE TOTAL SURFACE AREA OF SUCH WALLS BETWEEN CURB LEVEL AND 12 FEET ABOVE CURB LEVEL OR TO THE CEILING OF THE GROUND FLOOR, WHICHEVER IS HIGHER, OR TO THE FULL HEIGHT OF THE WALL IF SUCH WALL IS LESS THAN 12 FEET IN HEIGHT, SHALL BE TRANSPARENT.
3. VISUAL INTEREST
THE TOWER PORTIONS OF BUILDING A AND BUILDING B SHALL BE DIFFERENTIATED THROUGH MATERIALITY, OPACITY AND ARTICULATION.



PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

**691 LENOX AVENUE
NEW YORK, NY 10030**

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 3019
LOT: 29

ISSUANCE

1 11/15/2024 ULURP APPLICATION

NO. DATE ISSUE/REVISION

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NOT FOR CONSTRUCTION

DRAWING TITLE

ZONING LOT SITE PLAN

SEAL & SIGNATURE DATE 09/03/2024

PROJECT NO. 200512

DRAWN BY Author

CHECKED BY Checker

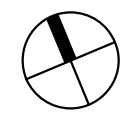
JOB NO.

DRAWING NUMBER

Z-003

LEGEND

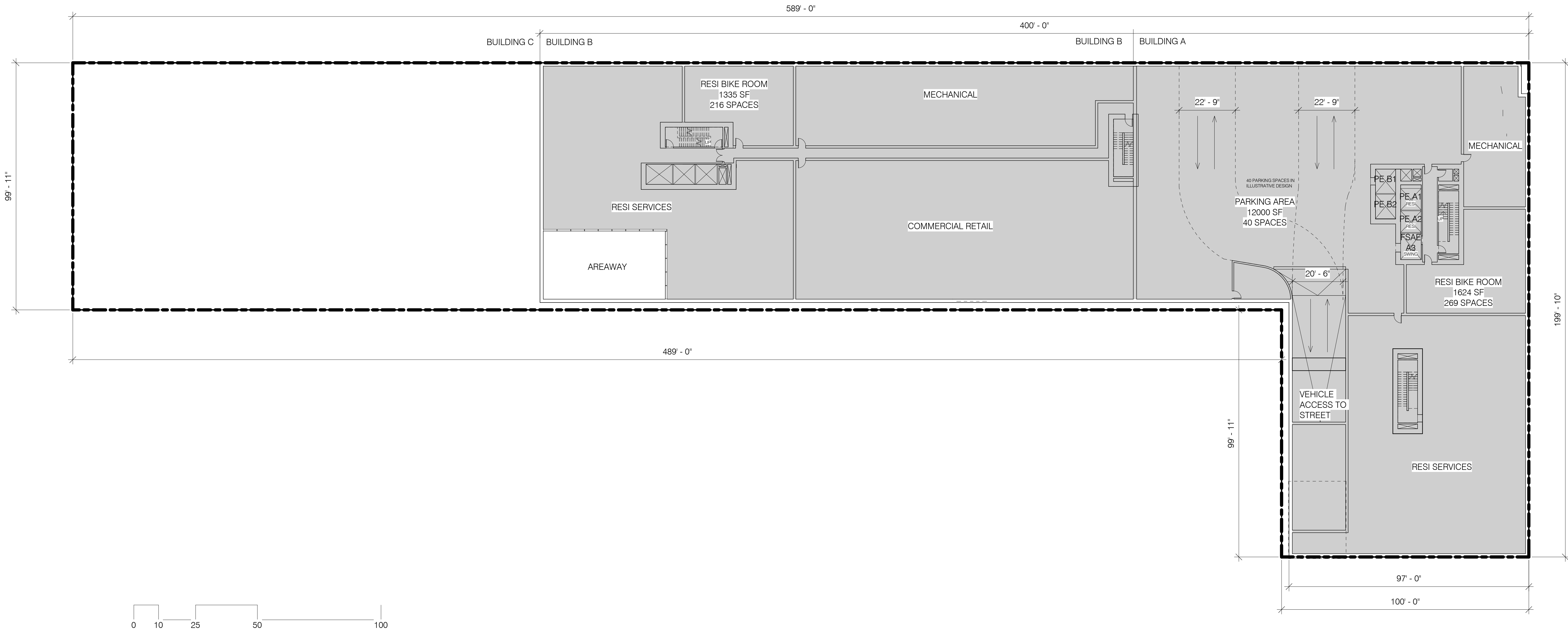
- PROPOSED MAXIMUM BLDG ENVELOPE
- ILLUSTRATIVE BUILDING LINE
- ZONING DISTRICT BOUNDARY
- LARGE SCALE GENERAL DEVELOPMENT/ ZONING LOT LINE
- DIRECTION OF TRAFFIC
- PROPOSED BUILDING FOOTPRINT



NORTH ARROW

GENERAL NOTES:

1. WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.



FLOOR PLAN - CELLAR

1" = 20'-0"

1
A:300 Z:004

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 8013
LOT: 29

ISSUANCE

2	03/10/2025	ULURP APPLICATION UPDATE
1	11/15/2024	ULURP APPLICATION

NO. DATE ISSUE/REVISION

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NOT FOR CONSTRUCTION

DRAWING TITLE

CELLAR PLAN

SEAL & SIGNATURE DATE 09/03/2024

PROJECT NO. 200512

DRAWN BY Author

CHECKED BY Checker

DATE NO.

DRAWING NUMBER

Z-004

CLIENT

CHANG LENOX LLC
33 BROOKWAY
NEW YORK, NY 10003
NY 046.726.4000

ARCHITECT

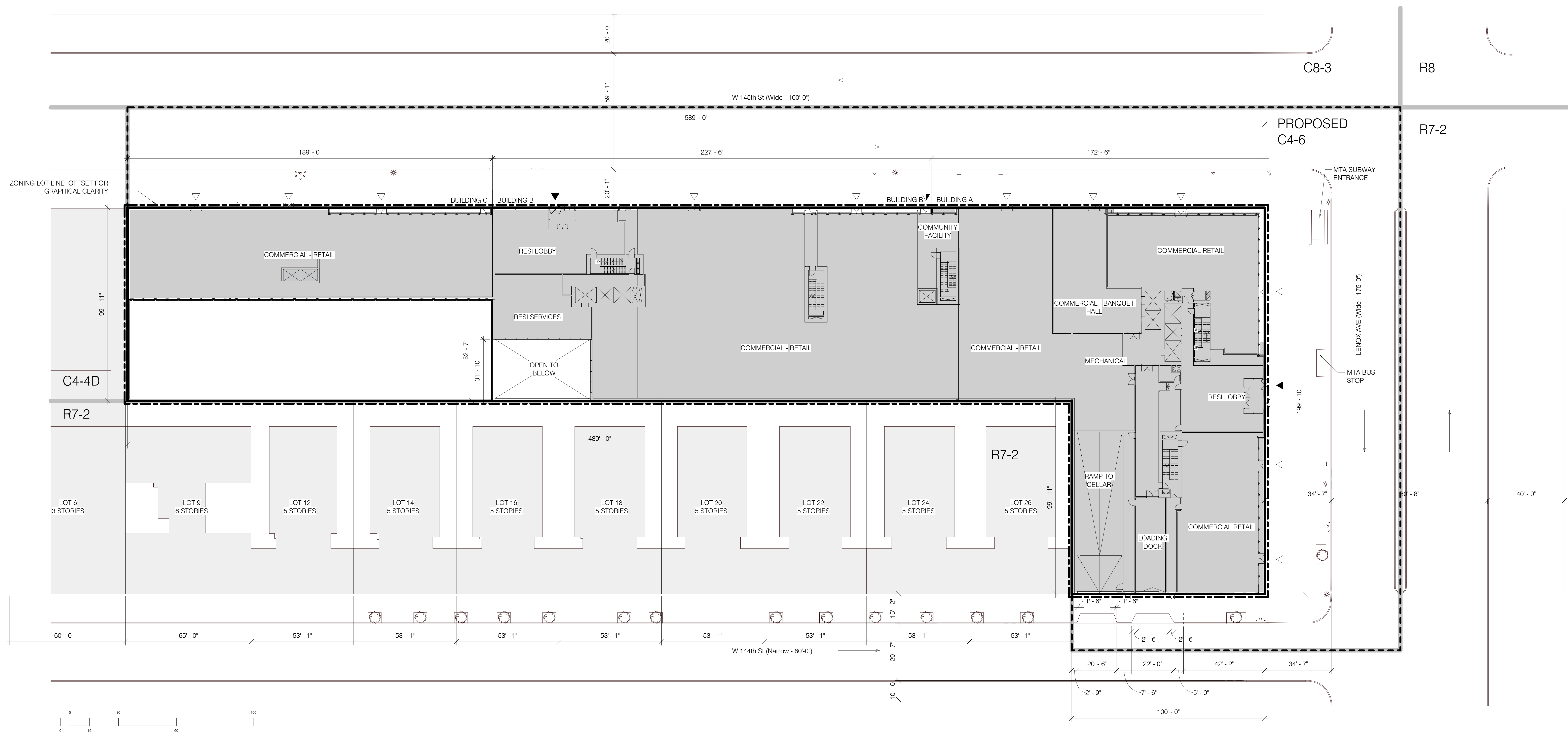
SHP ARCHITECTS
333 BROOKWAY 101 FLOOR
NEW YORK, NY 10013
NY 212.880.9000

LEGEND

- PROPOSED MAXIMUM BLDG ENVELOPE
ILLUSTRATIVE BUILDING LINE
ZONING DISTRICT BOUNDARY
LARGE SCALE GENERAL DEVELOPMENT/
ZONING LOT LINE
DIRECTION OF TRAFFIC
POTENTIAL CURB CUT ZONE
EXISTING BUILDING FOOTPRINT
PROPOSED BUILDING FOOTPRINT
EXISTING STREET TREE
FIRE HYDRANT
STREET LAMP
BICYCLE RACK
COMMERCIAL ACCESS POINT
COMMUNITY ACCESS POINT
RESIDENTIAL ACCESS POINT
NORTH ARROW

GENERAL NOTES:

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT AND RELATED CURB CUTS.
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
3. WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. INFORMATION WITHIN THE COMMUNITY FACILITY SPACES IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND IS SUBJECT TO CHANGE PURSUANT TO COMMUNITY FACILITY OPERATIONS.
5. LOCATION AND DIMENSIONS OF CURB CUTS SHALL BE SUBJECT TO REVIEW BY THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION



PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

**691 LENOX AVENUE
NEW YORK, NY 10030**

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 2019
LOT: 29

ISSUANCE

2	03/10/2025	ULURP APPLICATION UPDATE
1	11/15/2024	ULURP APPLICATION

NO.	DATE	ISSUE/REVISION
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DRAWING TITLE

GROUND FLOOR PLAN

SEAL & SIGNATURE

DATE: 09/03/2024

PROJECT NO.: 200512

DRAWN BY: Author

CHECKED BY: Checker

DATE NO.

DRAWING NUMBER

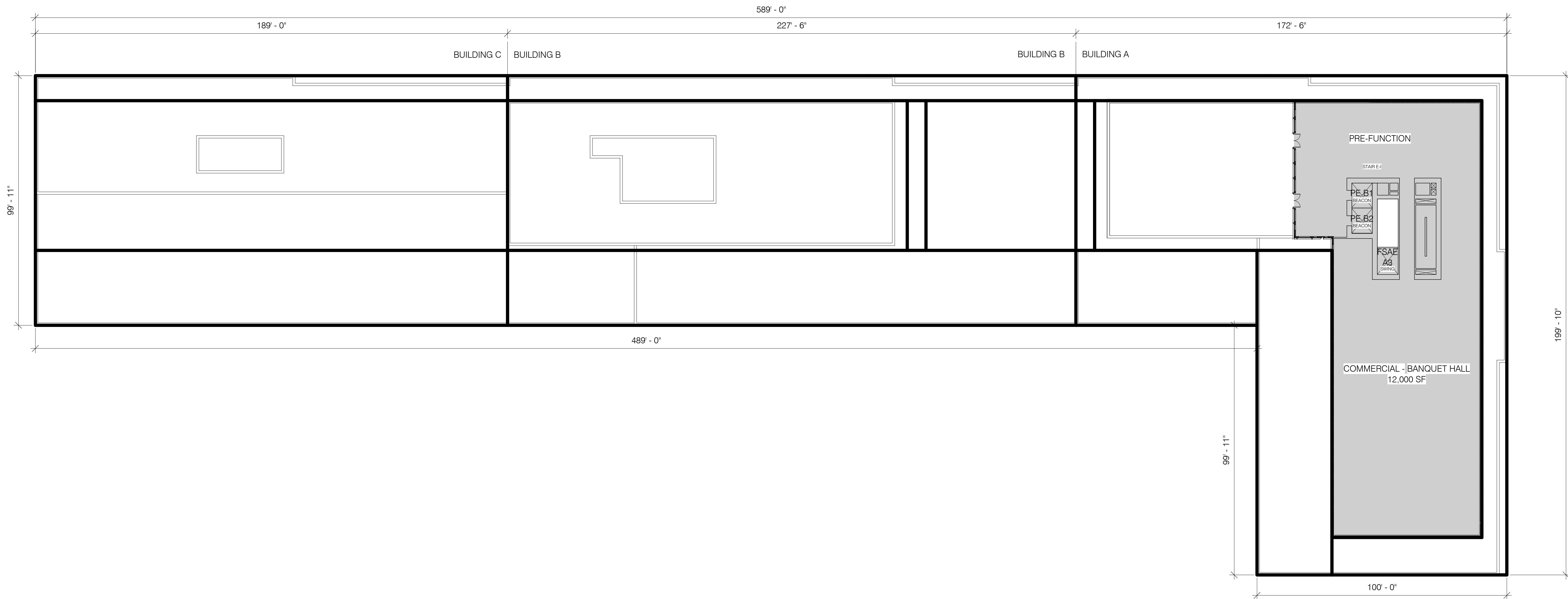
**Z-005**

GROUND FLOOR PLAN

1" = 20'-0"

1

2/08

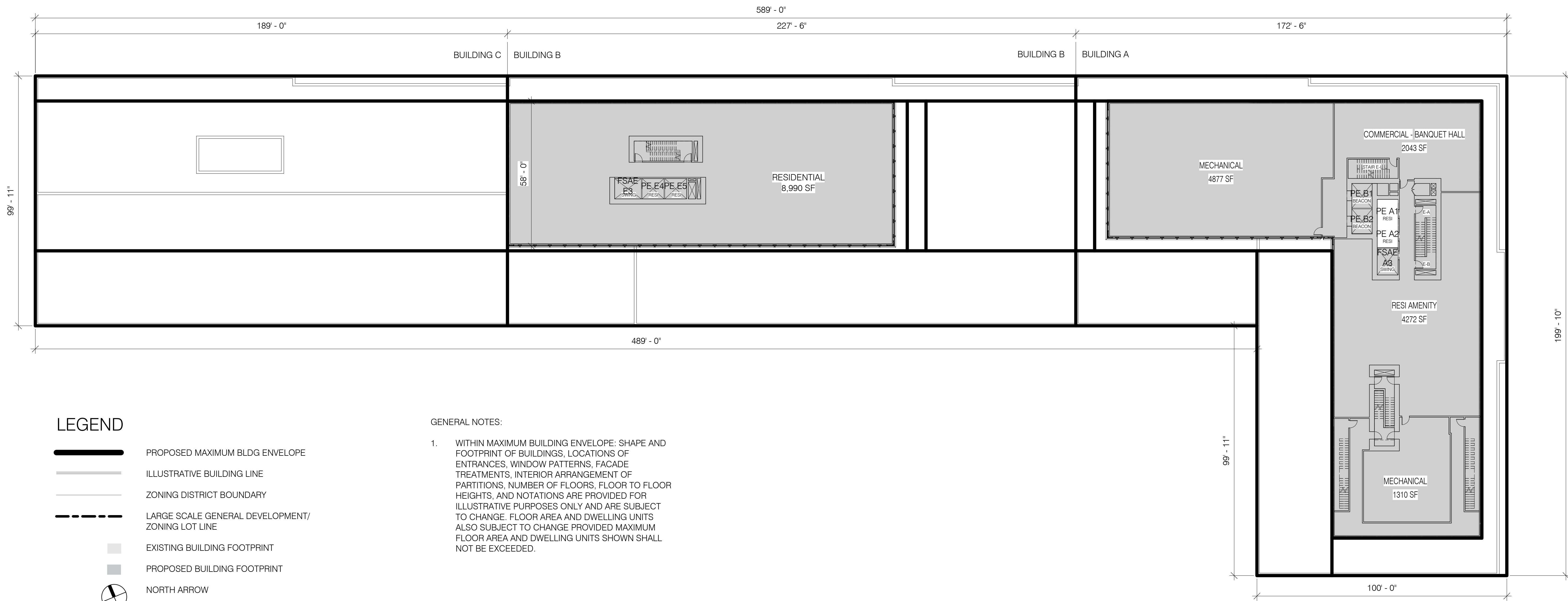


FLOOR PLAN - LEVEL E-34 - BANQUET HALL

1" = 20'-0"

A-300

Z-006



LEGEND

- PROPOSED MAXIMUM BLDG ENVELOPE
- ILLUSTRATIVE BUILDING LINE
- ZONING DISTRICT BOUNDARY
- LARGE SCALE GENERAL DEVELOPMENT/ ZONING LOT LINE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- NORTH ARROW

GENERAL NOTES:

1. WITHIN MAXIMUM BUILDING ENVELOPE, SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

FLOOR PLAN - LEVEL E-33 - MECHANICAL & AMENITY

1" = 20'-0"

A-300

Z-006

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 8019
LOT: 29

ISSUANCE

1 11/15/2024 ULURP APPLICATION

NO. DATE ISSUE/REVISION

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DRAWING TITLE

UPPER FLOOR PLANS

SEAL & SIGNATURE DATE

PROJECT NO. 200512

DRAWN BY Author

CHECKED BY Checker

DATE NO.

DRAWING NUMBER

Z-006

3/15/2024 2:28 PM

LEGEND

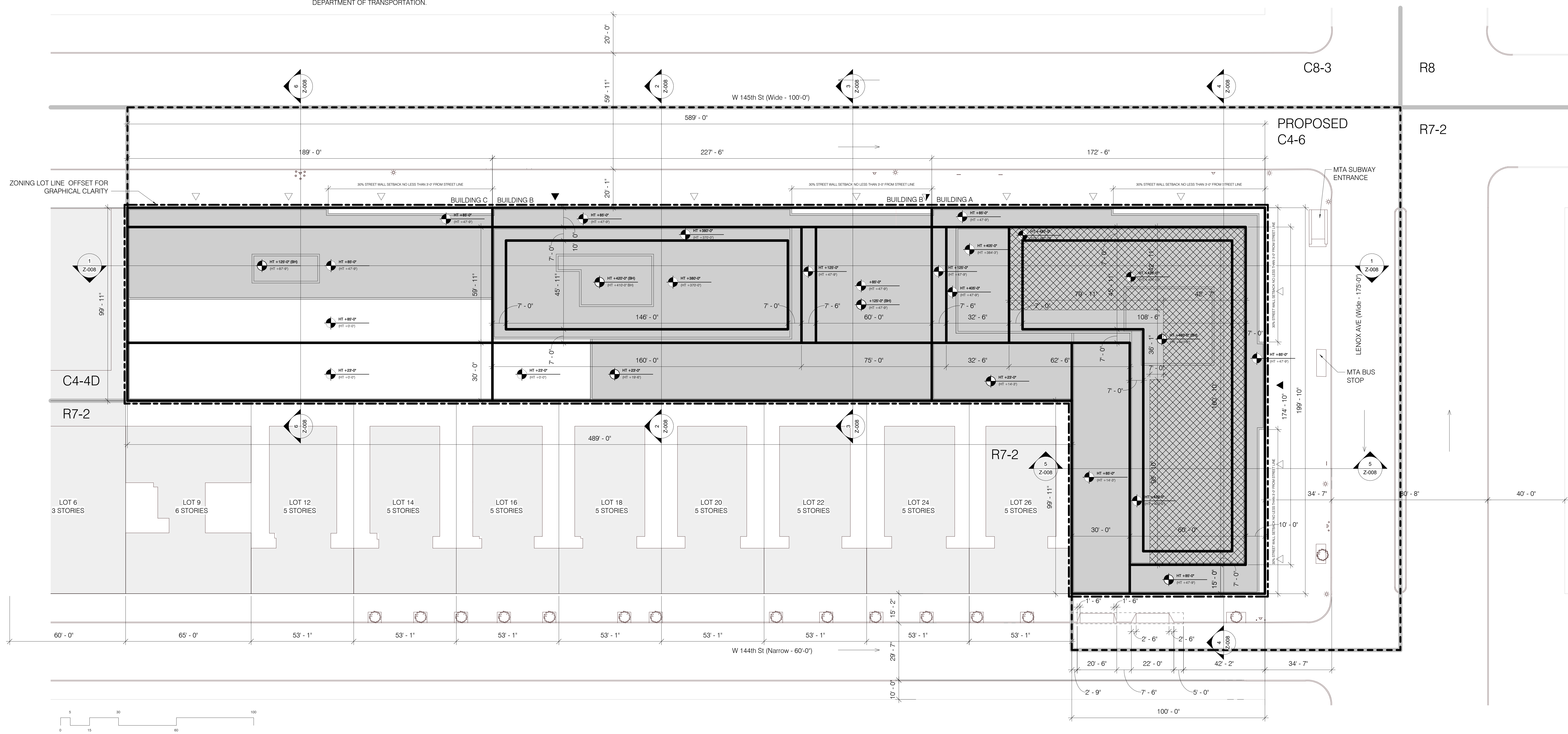
- PROPOSED MAXIMUM BLDG ENVELOPE
- ILLUSTRATIVE BUILDING LINE
- ZONING DISTRICT BOUNDARY
- ZONING LOT LINE

- GENERAL LARGE SCALE DEVELOPMENT
- DIRECTION OF TRAFFIC
- POTENTIAL CURB CUT ZONE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- EXISTING STREET TREE
- FIRE HYDRANT
- STREET LAMP
- BICYCLE RACK
- DEVELOPMENT ENVELOPE HEIGHT
- ILLUSTRATIVE BUILDING HEIGHT
- COMMERCIAL ACCESS POINT
- COMMUNITY ACCESS POINT
- RESIDENTIAL ACCESS POINT
- NORTH ARROW

BULK WAIVER OF ZR 35-64(b)(3) PURSUANT TO SECTION 24-243: COMMERCIAL PORTION PENETRATES SKY PLANE

GENERAL NOTES:

- APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, AND RELATED CURB CUTS.
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PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 3019
LOT: 29

ISSUANCE

NO.	DATE	ISSUE/REVISION
2	03/10/2025	ULURP APPLICATION UPDATE
1	11/15/2024	ULURP APPLICATION

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DRAWING TITLE

WAIVER SITE PLAN

SEAL & SIGNATURE DATE 09/03/2024

PROJECT NO. 200512

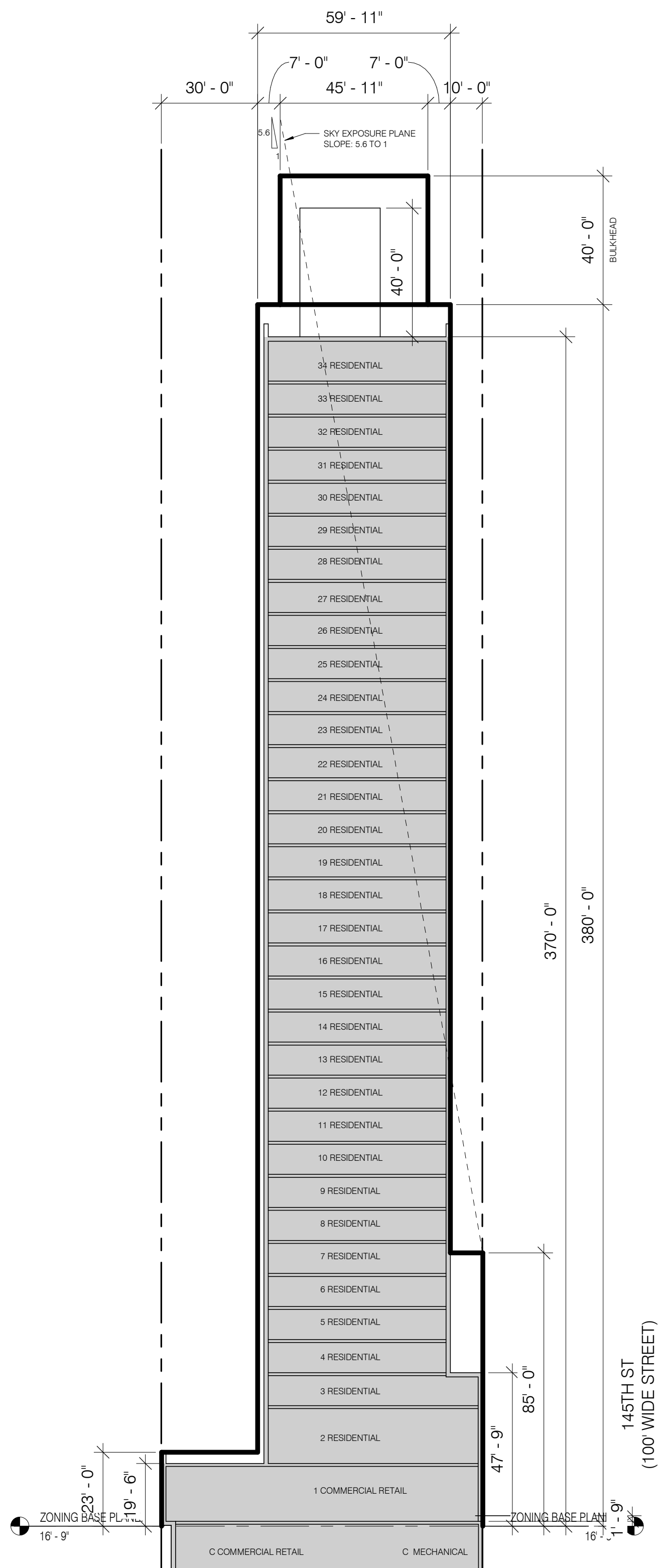
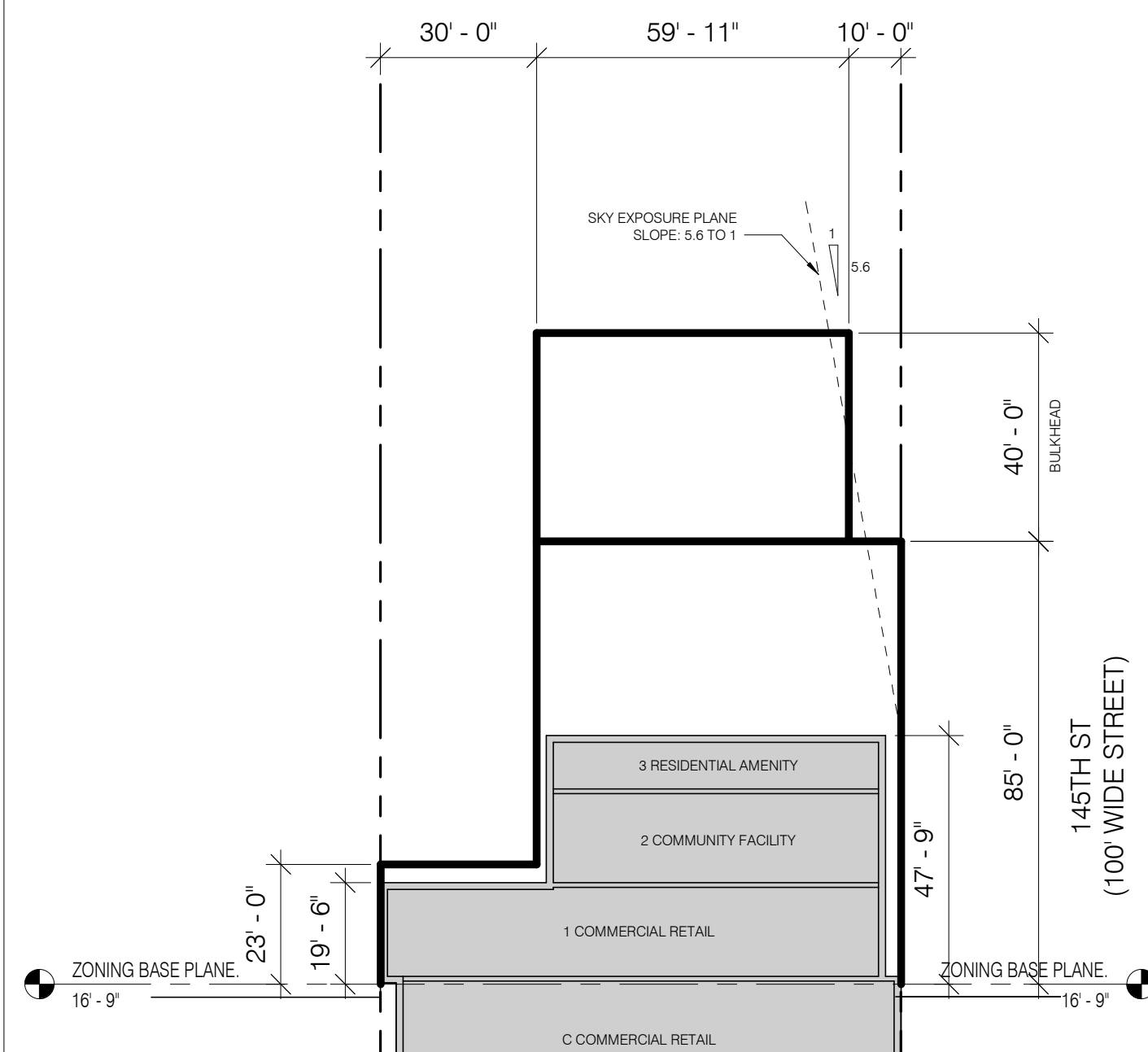
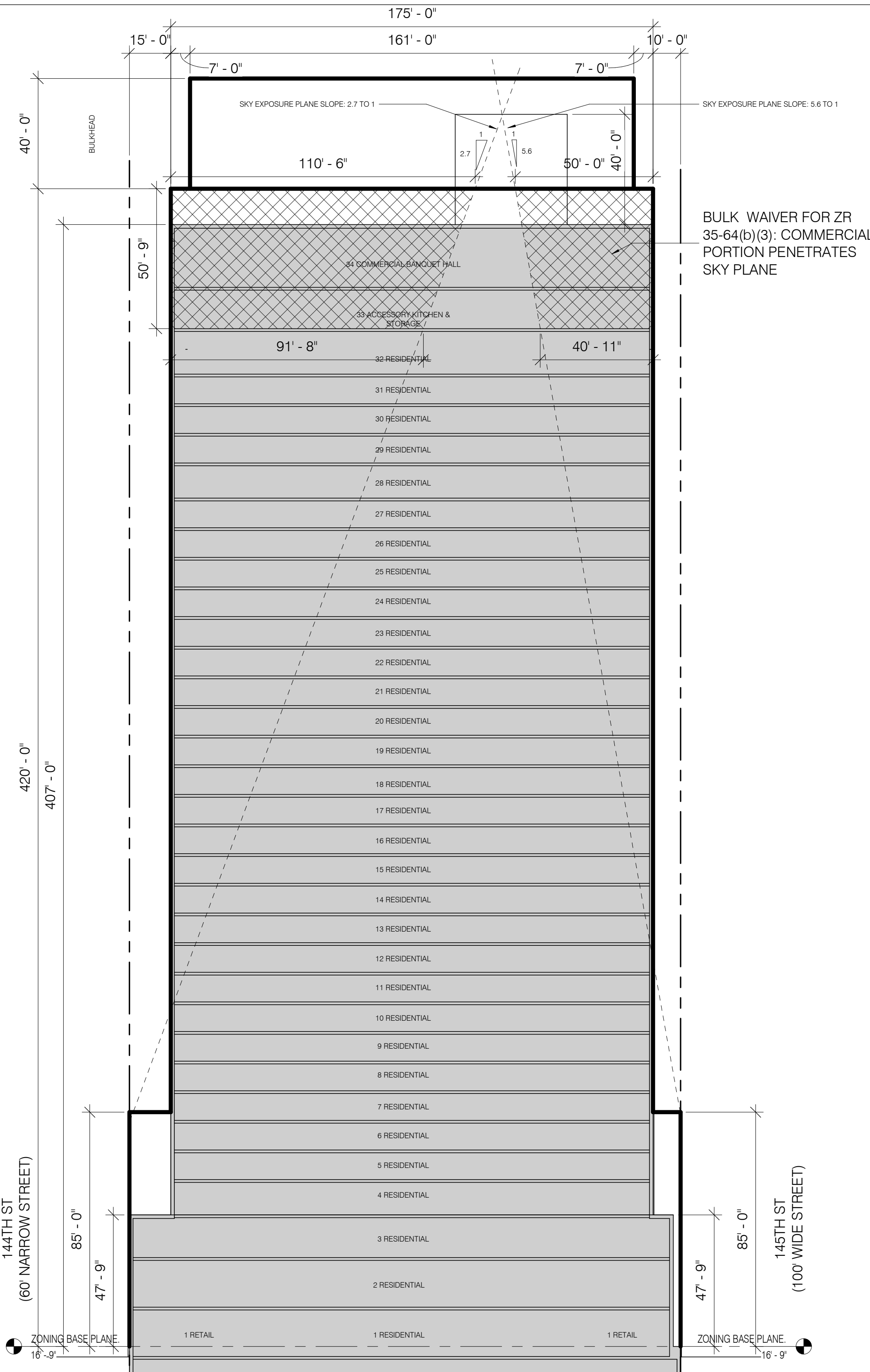
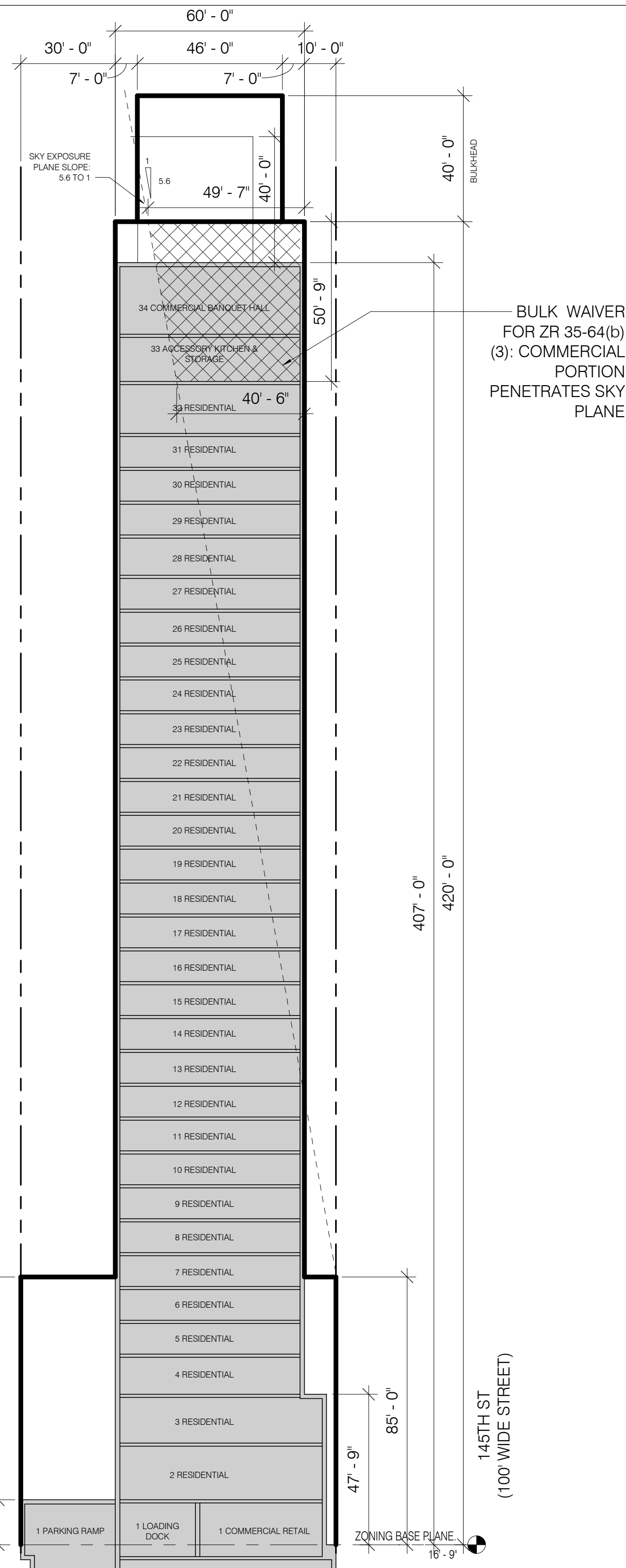
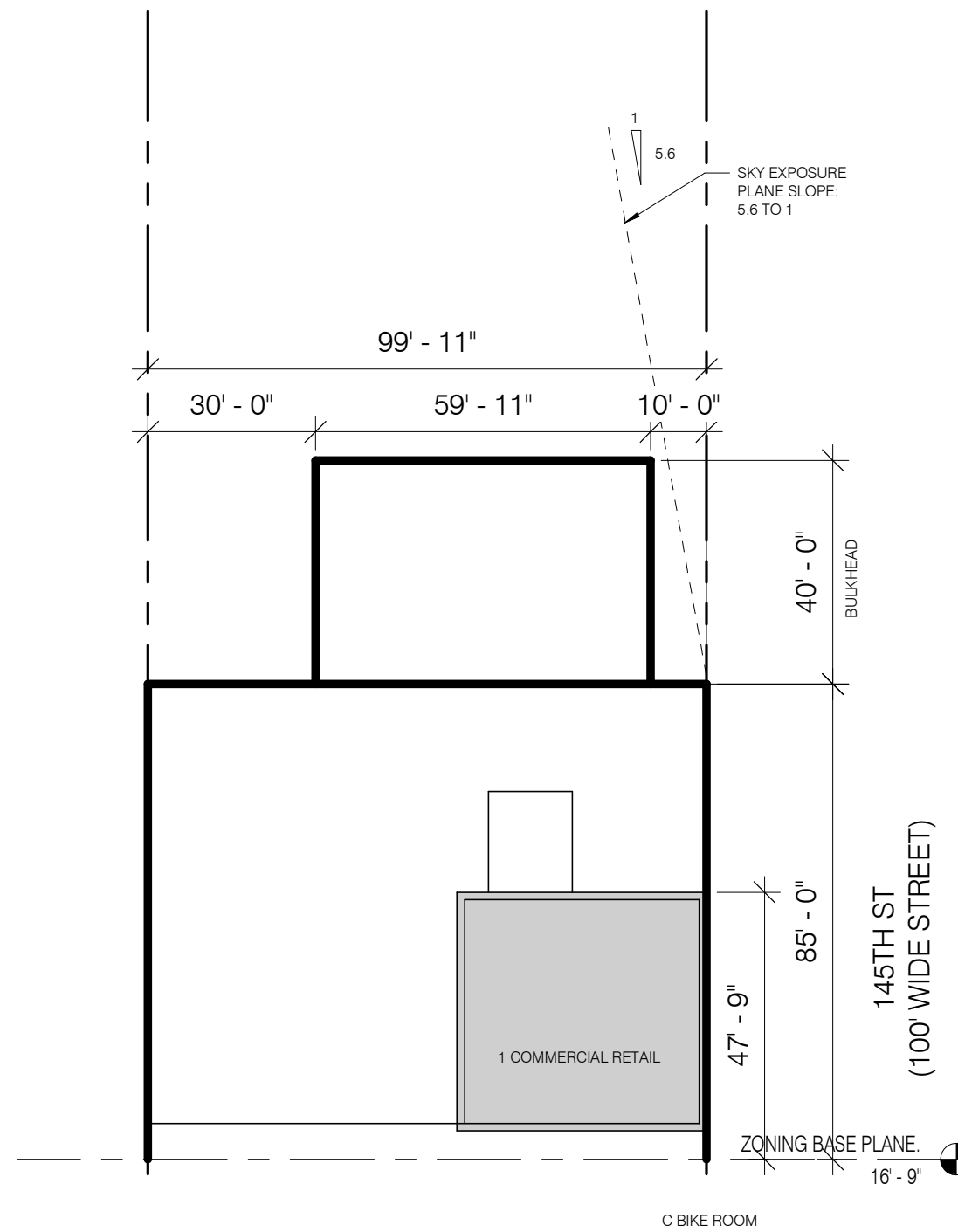
DRAWN BY Author

CHECKED BY Checker

DATE NO.

DRAWING NUMBER

Z-007

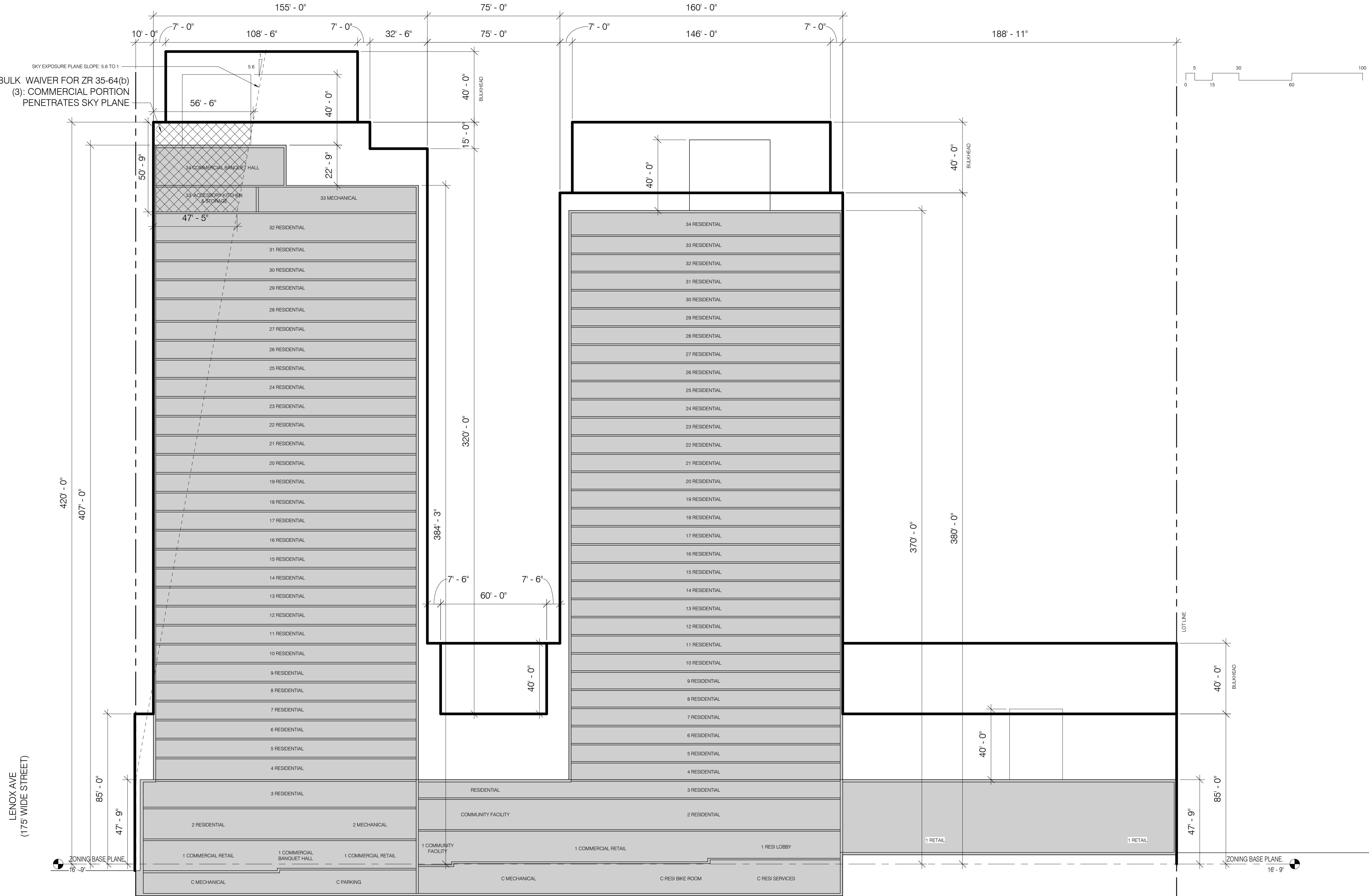
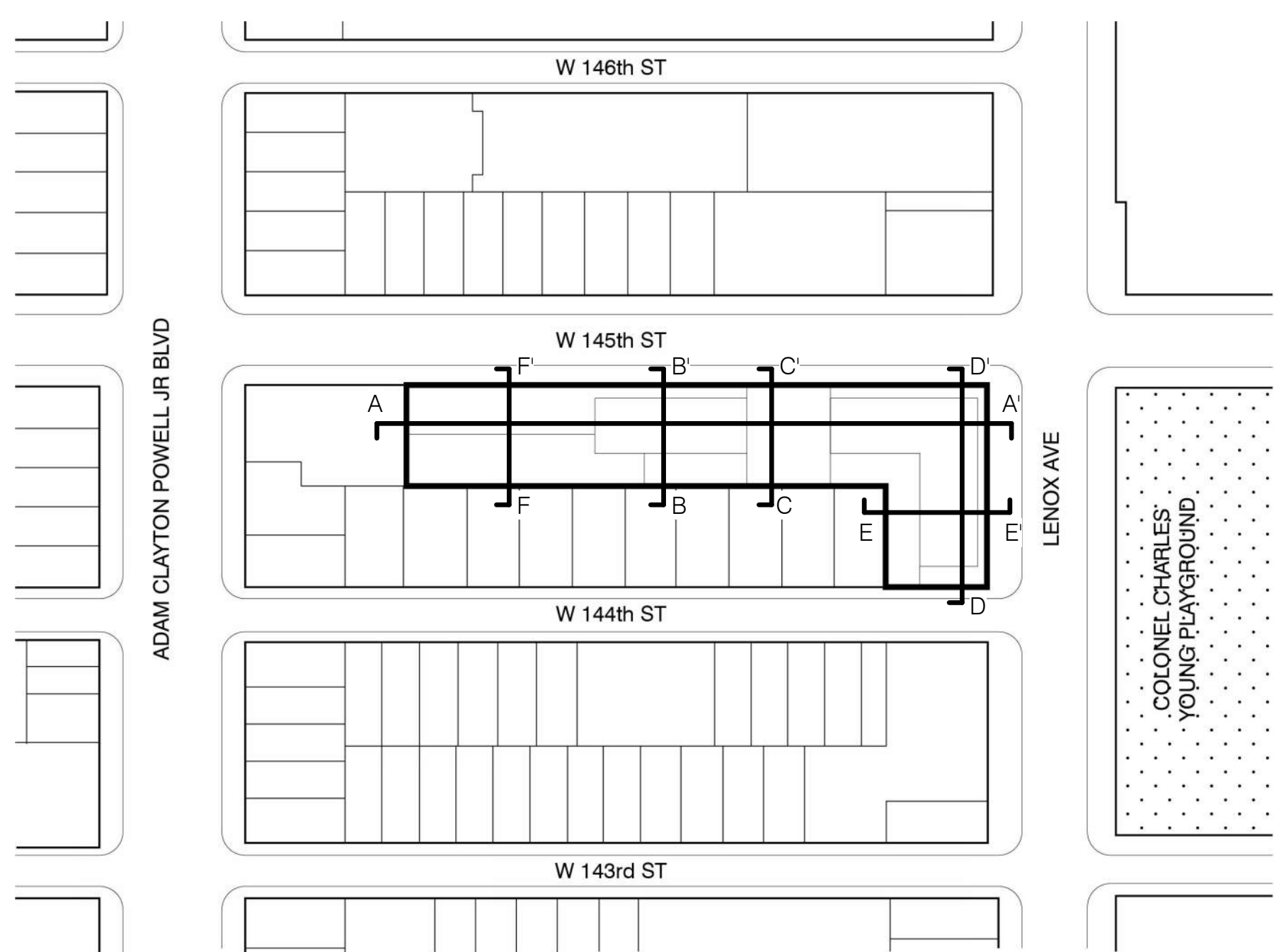


GENERAL NOTES:

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LEGEND

- PROPOSED MAXIMUM BLDG ENVELOPE
- ILLUSTRATIVE BUILDING LINE
- ZONING LOT LINE
- EXISTING BUILDING FOOTPRINT
- PROPOSED BUILDING FOOTPRINT
- BULK WAIVER OF ZR 35-64(b) PURSUANT TO SECTION 24-243. COMMERCIAL PORTION PENETRATES SKY PLANE



E/W Zoning Section A-A' 1" = 30'-0" 1 A-100 2:008

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS
691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION
BOROUGH: MANHATTAN
BLOCK: 2019
LOT: 29

ISSUANCE

2 03/10/2025 ULURP APPLICATION UPDATE
1 11/15/2024 ULURP APPLICATION

NO. DATE ISSUE/REVISION

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DRAWING TITLE

WAIVER SECTIONS

SEAL & SIGNATURE DATE 09/03/2024

DRAWN BY 200512

CHECKED BY Author

DATE NO. Checker

DRAWING NUMBER

Z-008

CLIENT

CHANG LENOX LLC
15 BROADWAY
NEW YORK, NY 10003
NY 646.735.4003

ARCHITECT

SHIP ARCHITECTS
133 BROADWAY 101 FLOOR
NEW YORK, NY 10003
NY 212.885.9003

GENERAL NOTES:

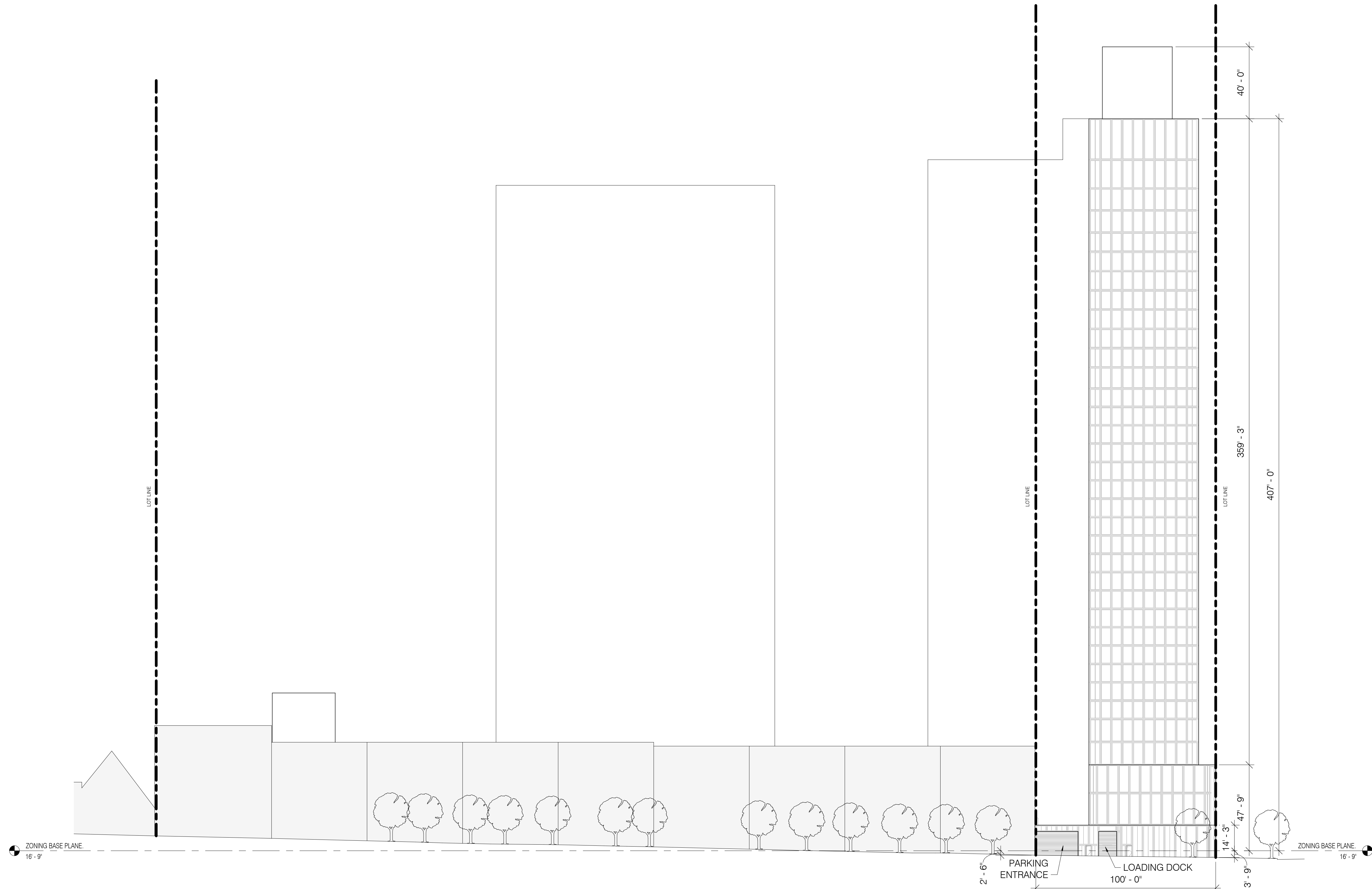
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URBAN DESIGN NOTES:

1. STREET WALL ARTICULATION
ON 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDINGS B AND C SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

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3. VISUAL INTEREST
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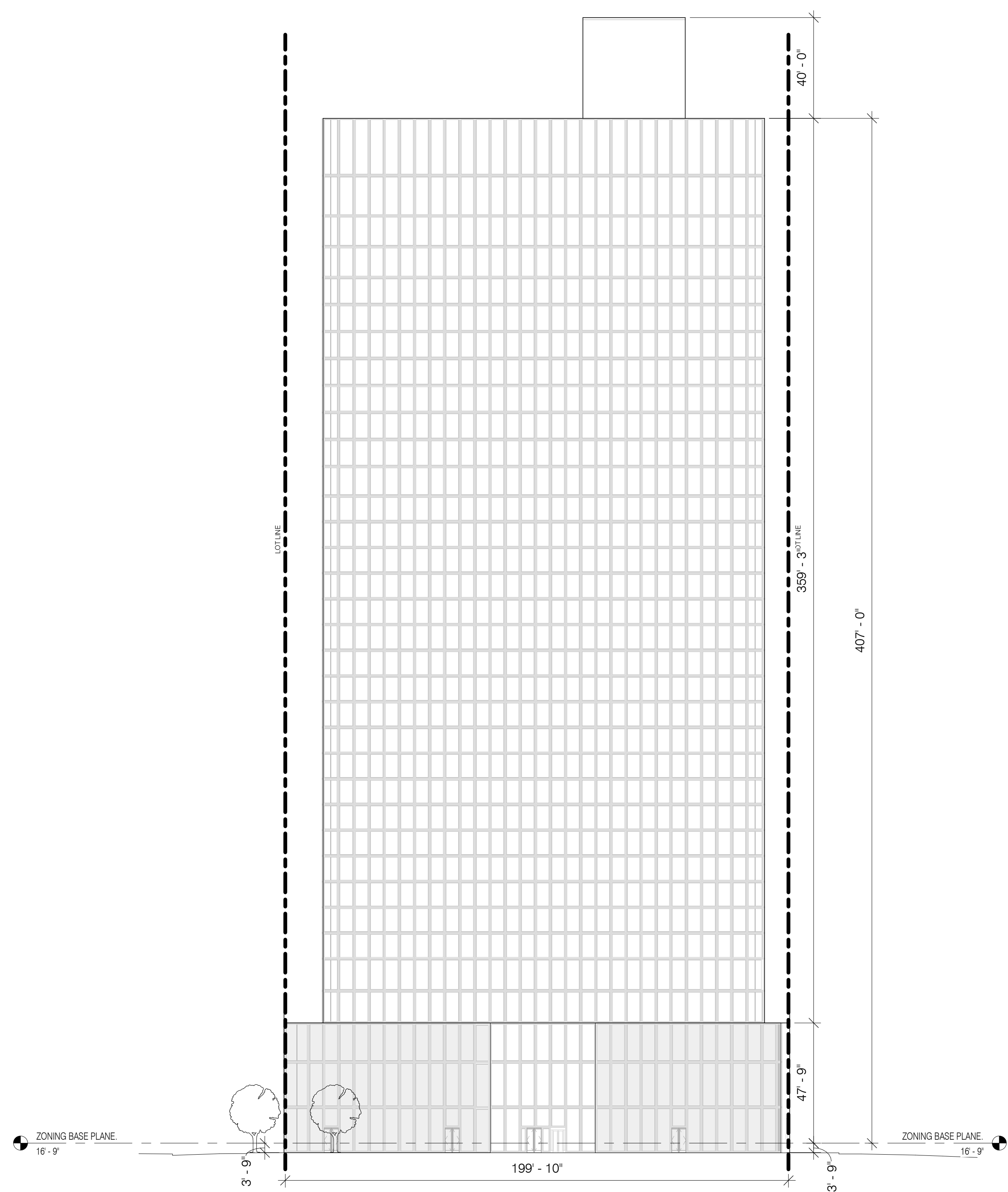


ZONING ELEVATION - SOUTH

1" = 30'-0"

3

A-100 Z-009

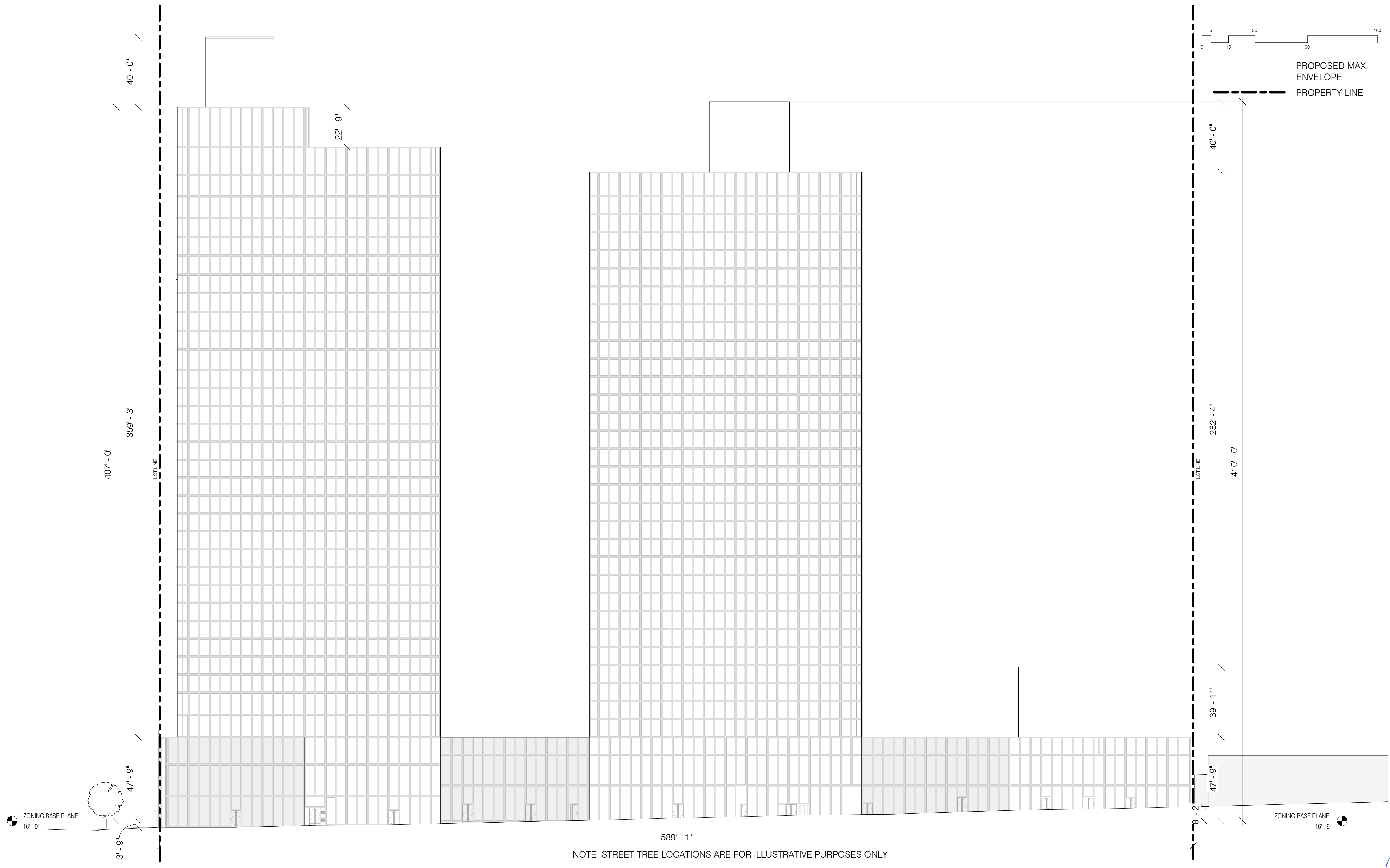


ZONING ELEVATION - EAST

1" = 30'-0"

2

A-100 Z-009



ZONING ELEVATION - NORTH

1" = 30'-0"

1

A-100 Z-009

NOTE: STREET TREE LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 2013
LOT: 29

ISSUANCE

1 11/15/2024 ULURP APPLICATION

NO. DATE ISSUE/REVISION

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NOT FOR CONSTRUCTION

DRAWING TITLE

ELEVATIONS

SEAL & SIGNATURE

DATE

09/03/2024

PROJECT NO.

200512

DRAWN BY

Author

CHECKED BY

Checker

DATE NO.

11/15/2024

DRAWING NUMBER

Z-009



GENERAL NOTES:

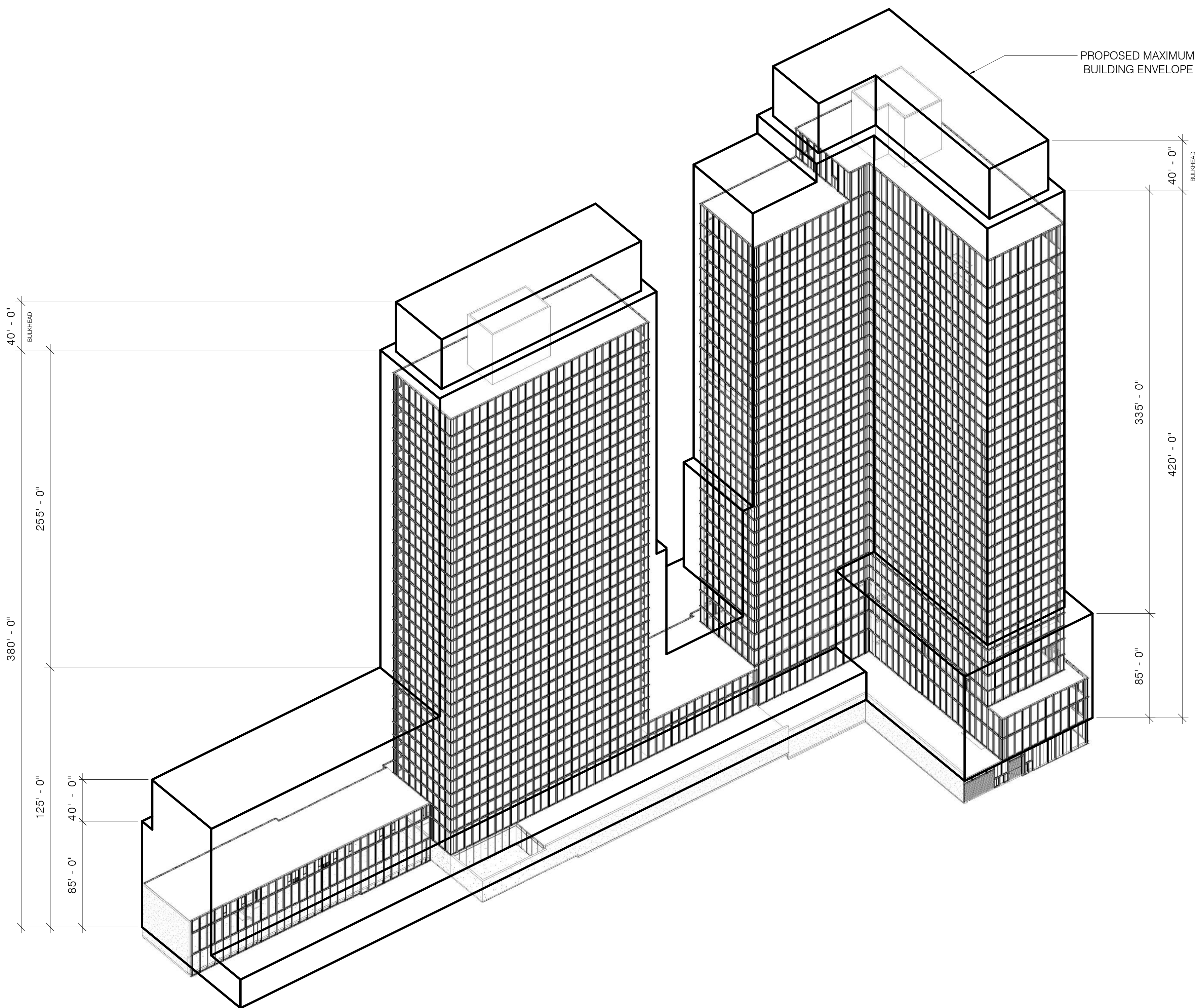
- WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.

URBAN DESIGN NOTES:

- STREET WALL ARTICULATION
ON 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDINGS B AND C SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

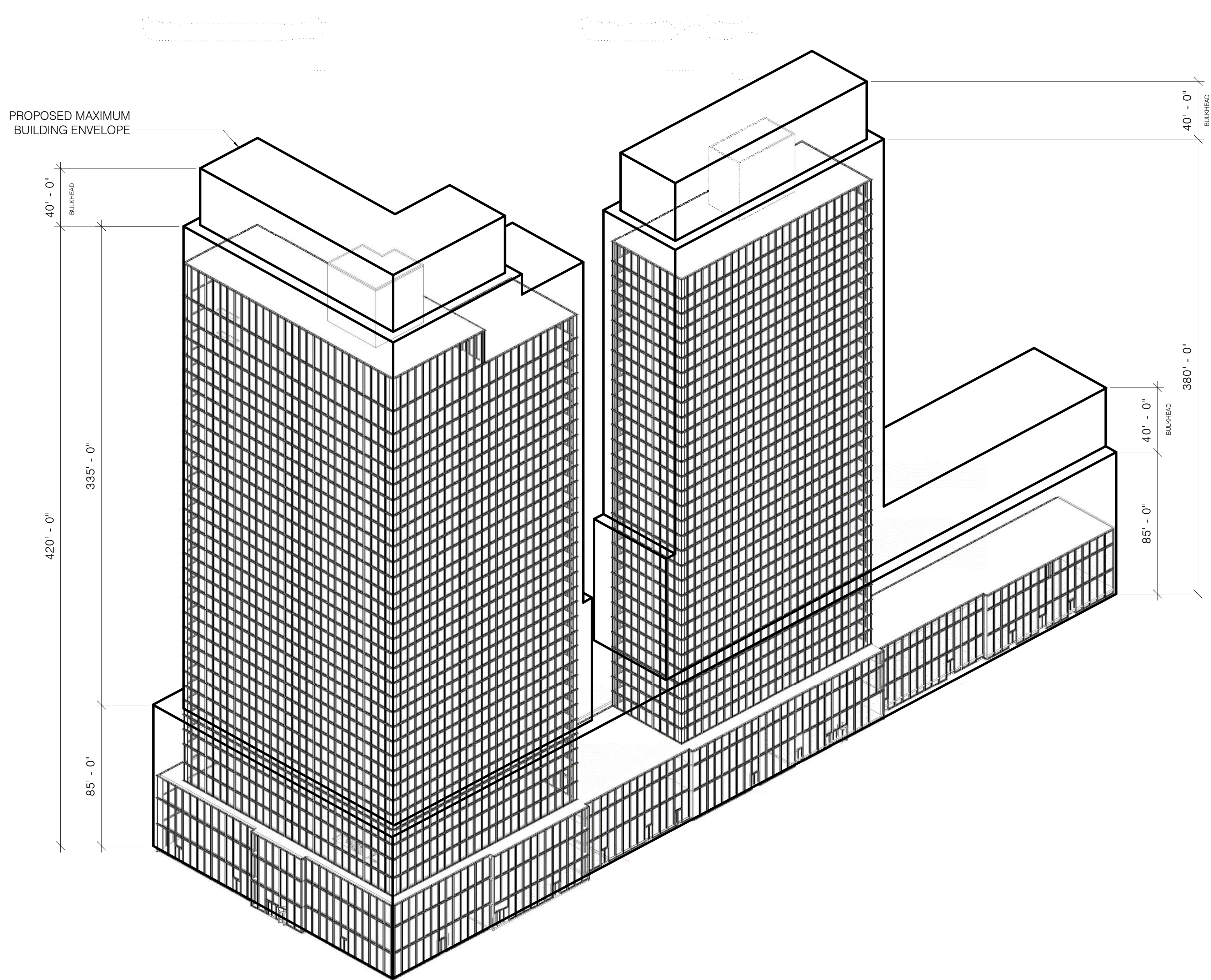
AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET, AT LEAST 30 PERCENT OF THE WIDTH OF EACH STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.

ON LENOX AVENUE, IN ADDITION TO THE REQUIRED SETBACK AT THE INTERSECTION OF LENOX AVENUE AND 145TH STREET AT LEAST 30 PERCENT OF THE WIDTH OF THE STREET WALL OF THE BASE OF BUILDING A SHALL BE CONTIGUOUSLY SET BACK NO LESS THAN THREE FEET FROM THE STREET LINE.
- GROUND FLOOR TRANSPARENCY
WHEN ANY BUILDING WALL OF BUILDING A, B OR C THAT IS FIVE FEET OR MORE IN HEIGHT ADJOINS A SIDEWALK, AT LEAST 25 PERCENT OF THE TOTAL SURFACE AREA OF SUCH WALLS BETWEEN CURB LEVEL AND 12 FEET ABOVE CURB LEVEL OR TO THE CEILING OF THE GROUND FLOOR, WHICHEVER IS HIGHER, OR TO THE FULL HEIGHT OF THE WALL IF SUCH WALL IS LESS THAN 12 FEET IN HEIGHT, SHALL BE TRANSPARENT.
- VISUAL INTEREST
THE TOWER PORTIONS OF BUILDING A AND BUILDING B SHALL BE DIFFERENTIATED THROUGH MATERIALITY, OPACITY AND ARTICULATION.



ISOMETRIC - SOUTHWEST

2
2010



ISOMETRIC - NORTHEAST

1
2010

sh p

CLIENT

ONE45 LENOX LLC
33 BROADWAY
NEW YORK, NY 10013
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ARCHITECT

SHUP ARCHITECTS
33 BROADWAY 101-11004
NEW YORK, NY 10013
NY 046.735.4000

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

**691 LENOX AVENUE
NEW YORK, NY 10030**

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 3019
LOT: 29

ISSUANCE

1 11/15/2024 LULURP APPLICATION

NO. DATE ISSUE/REVISION

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AXONOMETRICS

SEAL & SIGNATURE DATE 09/03/2024

PROJECT NO. 200512

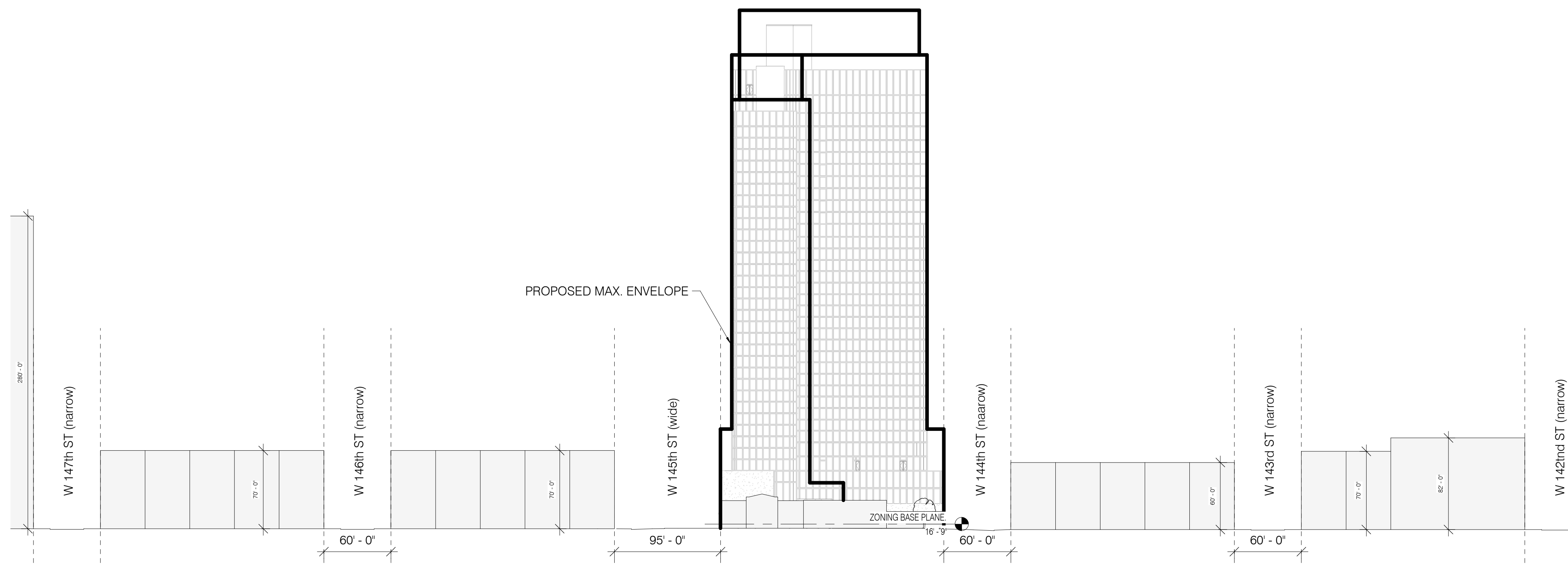
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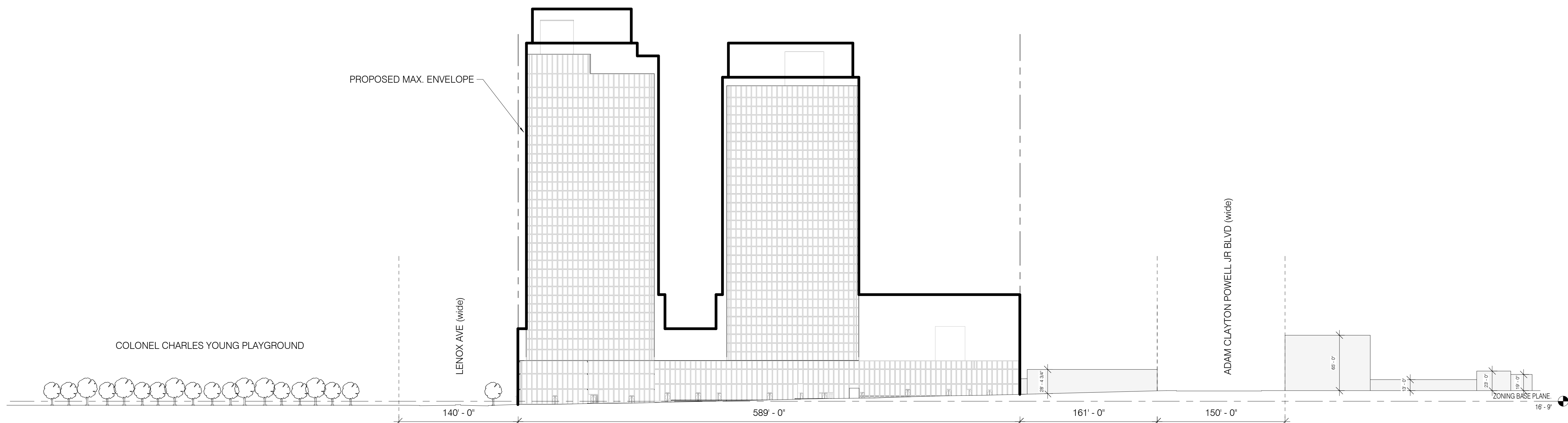
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Z-010



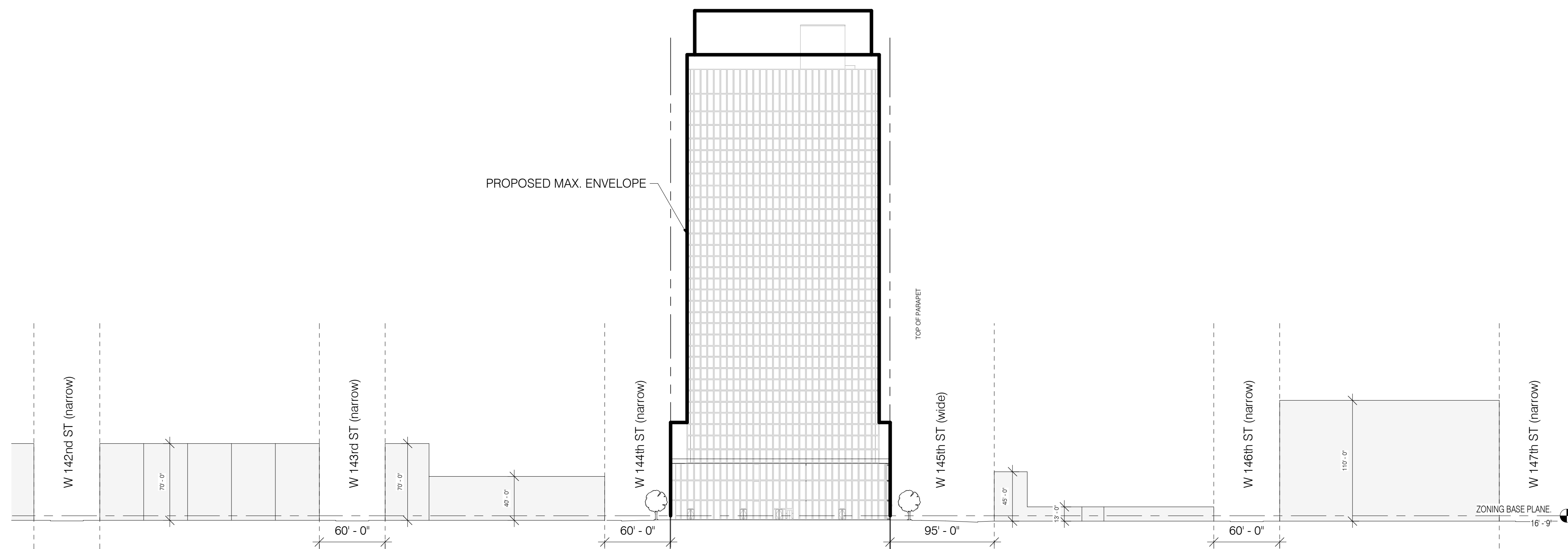
WEST ELEVATION - ADAM CLAYTON POWELL JR BLVD

1/64" = 1'-0"

4
A-100 Z-011

NORTH ELEVATION - 145th STREET

1/64" = 1'-0"

3
A-100 Z-011

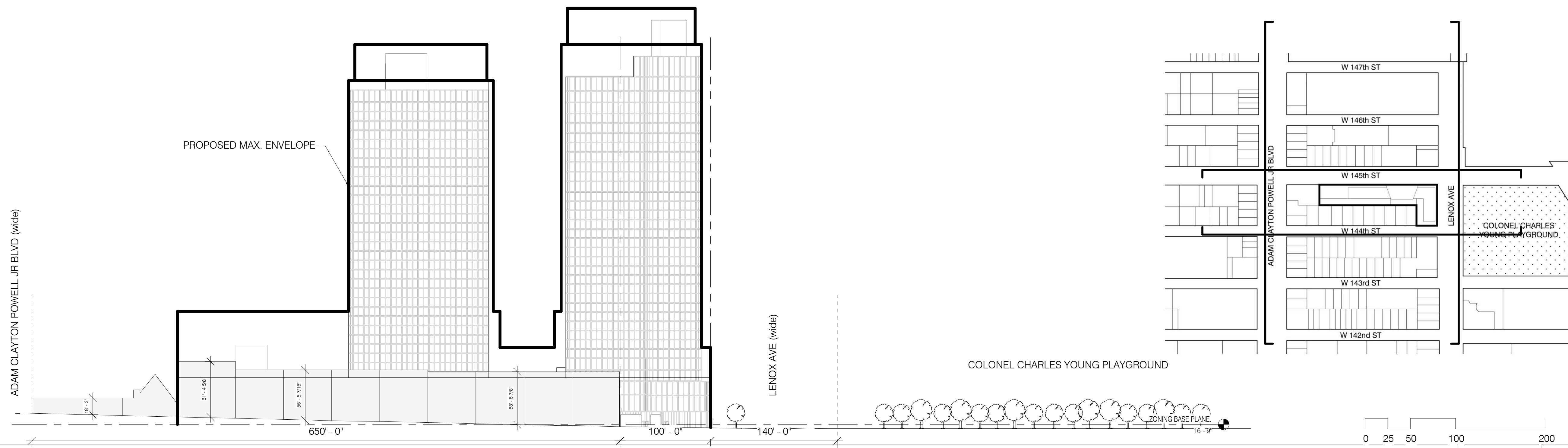
EAST ELEVATION - LENOX AVENUE

1/64" = 1'-0"

2
A-100 Z-011

GENERAL NOTES:

1. APPLICANT'S STAMP AND SEAL CORRESPONDS TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT AND RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES IS FOR ILLUSTRATIVE PURPOSES ONLY.
2. INFORMATION OUTSIDE OF THE BOUNDARIES OF THE ZONING LOT IS FOR ILLUSTRATIVE PURPOSES ONLY, AND MAY NOT BE EXACT. THE ARCHITECT BEARS NO RESPONSIBILITY FOR INEXACT BUILDING LINE INFORMATION ON SURROUNDING PROPERTIES.
3. WITHIN MAXIMUM BUILDING ENVELOPE: SHAPE AND FOOTPRINT OF BUILDINGS, LOCATIONS OF ENTRANCES, WINDOW PATTERNS, FACADE TREATMENTS, INTERIOR ARRANGEMENT OF PARTITIONS, NUMBER OF FLOORS, FLOOR TO FLOOR HEIGHTS, AND NOTATIONS ARE PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO CHANGE. FLOOR AREA AND DWELLING UNITS ALSO SUBJECT TO CHANGE PROVIDED MAXIMUM FLOOR AREA AND DWELLING UNITS SHOWN SHALL NOT BE EXCEEDED.
4. ROOFTOP MECHANICAL BULKHEAD AND STAIR BULKHEAD LOCATIONS AND SIZES ARE SUBJECT TO CHANGE.
5. INFORMATION WITHIN THE COMMUNITY FACILITY SPACES IS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY, AND IS SUBJECT TO CHANGE PURSUANT TO COMMUNITY FACILITY OPERATIONS.
6. DIMENSIONS OF SURROUNDING PROPERTIES ESTIMATED THROUGH STREET VIEW IMAGES
7. STREET TREE LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY



SOUTH ELEVATION - 144th STREET

1/64" = 1'-0"

1
A-100 Z-011

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS
691 LENOX AVENUE
NEW YORK, NY 10030SITE INFORMATION
BOROUGH: MANHATTAN
BLOCK: 8013
LOT: 29

ISSUANCE

1 11/15/2024 ULURP APPLICATION

NO.	DATE	ISSUE/REVISION
1	11/15/2024	ULURP APPLICATION

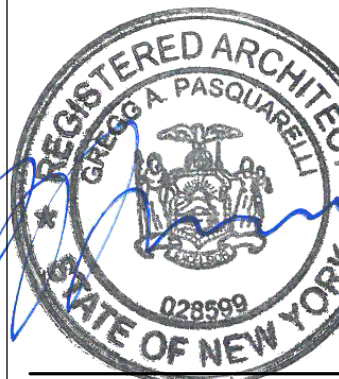
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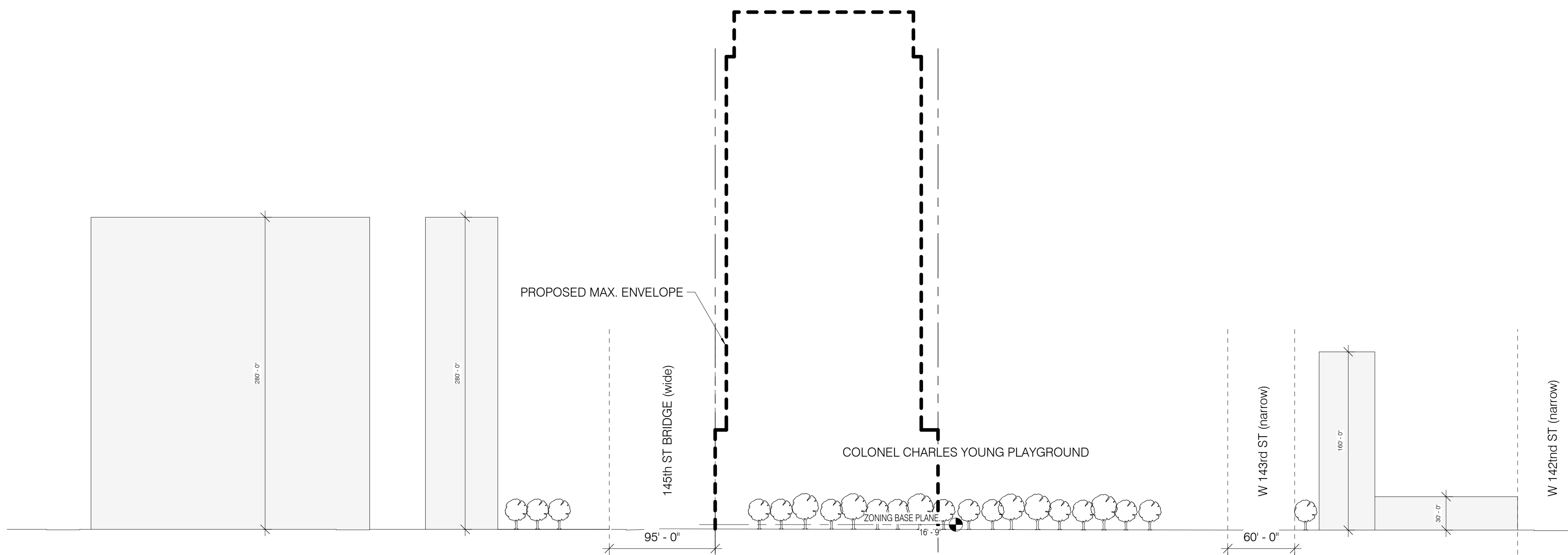
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DRAWING TITLE
NEIGHBORHOOD CHARACTER
DIAGRAMS I

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	PROJECT NO.	200512
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	DATE NO.	
	DRAWING NUMBER	



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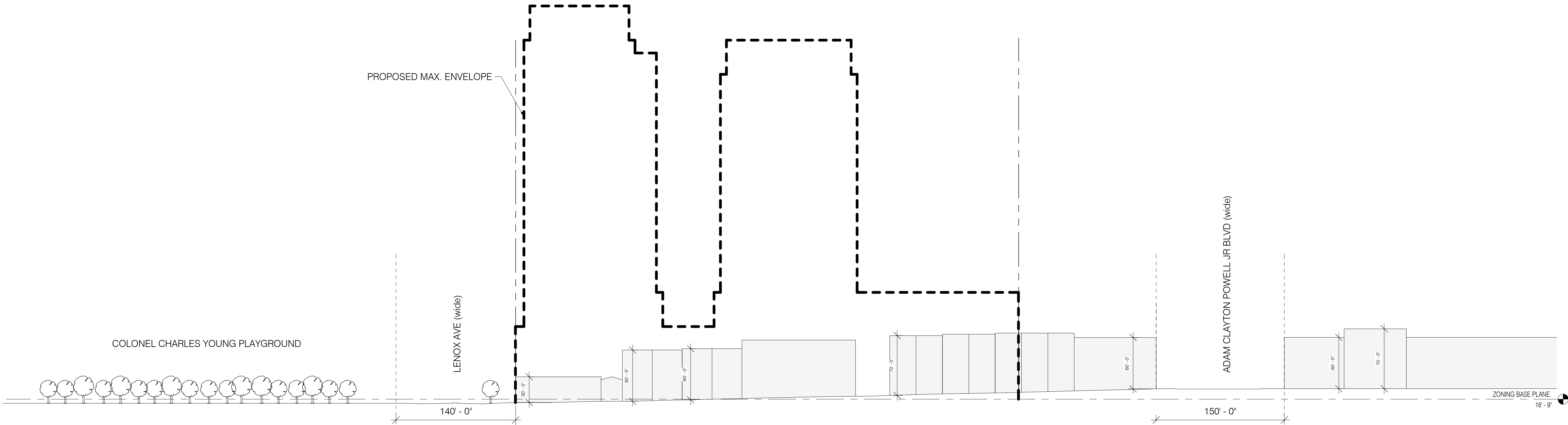


OPPOSITE EAST ELEVATION - LENOX AVE

1/64" = 1'-0"

4

A-100 Z-012

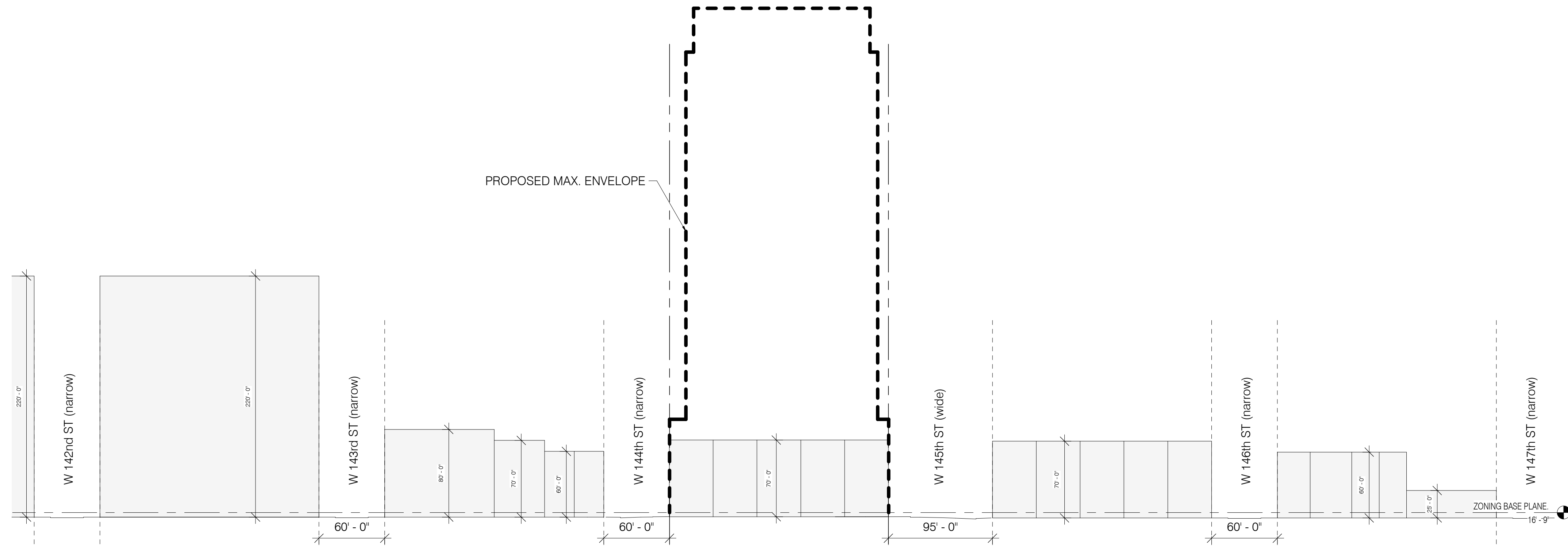


OPPOSITE SOUTH ELEVATION - 144th STREET

1/64" = 1'-0"

3

A-100 Z-012



OPPOSITE WEST ELEVATION - ADAM CLAYTON POWELL JR BLVD

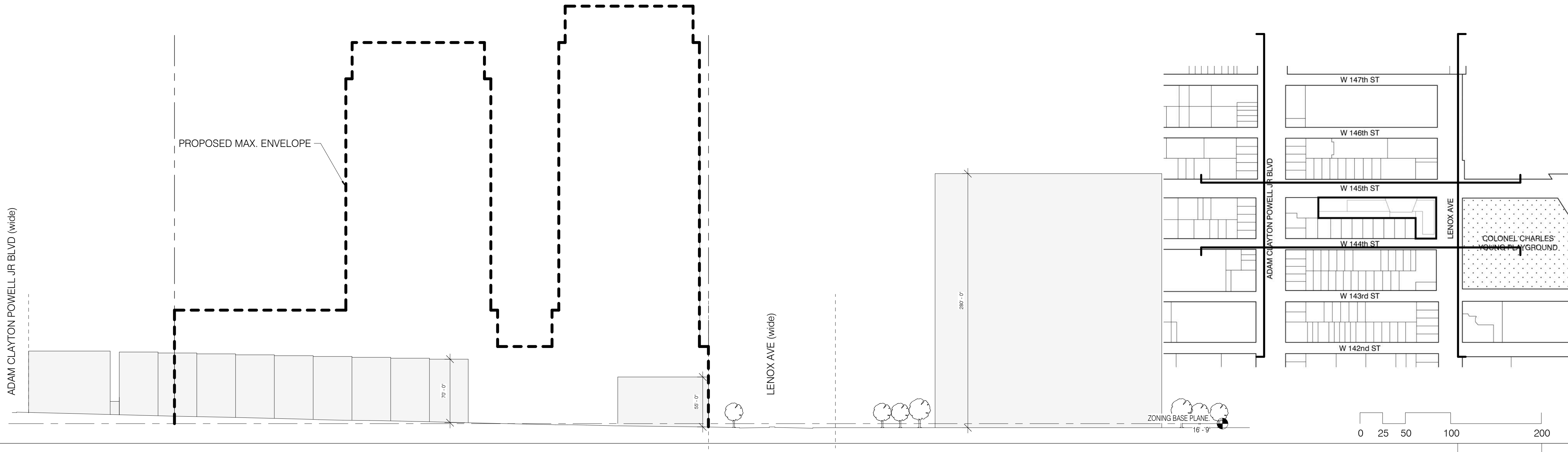
1/64" = 1'-0"

2

A-100 Z-012

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7. STREET TREE LOCATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY.



OPPOSITE NORTH ELEVATION - 145th STREET

1/64" = 1'-0"

1

A-100 Z-012

PROJECT NAME

One45 for Harlem

PROJECT ADDRESS

691 LENOX AVENUE
NEW YORK, NY 10030

SITE INFORMATION

BOROUGH: MANHATTAN
BLOCK: 2013
LOT: 29

ISSUANCE

1 11/15/2024 ULURP APPLICATION

NO. DATE ISSUE/REVISION

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DRAWING TITLE

NEIGHBORHOOD CHARACTER
DIAGRAMS II

SEAL & SIGNATURE DATE 09/03/2024

DRAWN BY PROJECT NO. 200512

CHECKED BY Author

DATE NO. Checker

DRAWING NUMBER

Z-012

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