

CITY COUNCIL
LAND USE DIVISION

2018 JUN 20 A 9:57



CITY PLANNING COMMISSION
CITY OF NEW YORK

OFFICE OF THE CHAIR

NYC COUNCIL
SPEAKER'S OFFICE
RECEIVED

2018 JUN 21 A 9:30

June 11, 2018

City Council
City Hall
New York, NY 10007

Re: 45 Broad Street
Application No.: C 180063 ZSM
Borough of Manhattan

Honorable Members of the Council:

The City Planning Commission (the "Commission") has received the attached correspondence, dated June 5, 2018, from the City Council regarding the proposed modification to the above referenced application submitted by Madison 45 Broad Development LLC pursuant to Sections 197-c and 201 of the New York City Charter for the grant of a special permit pursuant to Sections 91-251 and 74-634 of the Zoning Resolution to allow a floor area bonus not to exceed 20 percent of the basic maximum floor area ratio for a development located on a zoning lot where major improvements to adjacent subway stations are provided in accordance with the provisions of Section 74-634, in connection with a proposed mixed-use development on property located at 45 Broad Street (Block 25, Lots 7 and 10), in a C5-5 District, within the Special Lower Manhattan District.

In accordance with Section 197-d(d) of the New York City Charter, the Commission, on June 11, 2018, has determined that the City Council's proposed modification raises no land use or environmental issues requiring further review.

Very truly yours,

A handwritten signature in blue ink that reads "Marisa Lago".

Marisa Lago

c: E. Hsu-Chen
A. Laremont
E. Botsford

D. DeCerbo
R. Singer

S. Ellmore
D. Answini

A. Fabre

Marisa Lago, Chair
City Planning Commission
120 Broadway, 31st Floor, New York, NY10271
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THE COUNCIL
THE CITY OF NEW YORK
LAND USE DIVISION
250 BROADWAY - ROOM 1602
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RAJU MANN
DIRECTOR

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RMANN@COUNCIL.NYC.GOV

June 6, 2018

Honorable Marisa Lago, Chair
City Planning Commission
120 Broadway, 31st Floor
New York, NY 10271

Re: Application No.: C 180063 ZSM (L.U. No. 84)

45 Broad Street

Dear Chair Lago:

On June 5, 2018, the Land Use Committee of the City Council, by a vote 18-0-0 for Application C 180063 ZSM, recommended modifications of the City Planning Commission's decision in the above-referenced matter.

Pursuant to Section 197-d(d) of the City Charter and Section 11.70 of the Rules of the Council, I hereby file the proposed modifications with the Commission:

Matter in double underline is new, to be added;
Matter in ~~double-strikeout~~ is old; to be deleted

1. The application that is the subject of this application (C 180063 ZSM) shall be developed in size and arrangement substantially in accordance with the dimensions, specifications, and zoning computations indicated on the following plans, prepared by CetraRuddy Architecture, DPC, filed with this application and incorporated in this resolution:

<u>Drawing No.</u>	<u>Title</u>	<u>Last Date Revised</u>
CPC-Z1	Zoning Site Plan	11/20/2017

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. Development pursuant to this resolution shall be allowed only after the restrictive declaration dated ~~April 23~~ _____, 2018, to be executed by Madison 45 Broad Development LLC, and which is appended hereto as Exhibit A, the terms of which are hereby incorporated in this resolution, shall have been recorded in the Office of the City Register, New York County.
5. In the event that the property that is the subject of the application is developed as, sold as, or converted to condominium units, a homeowners' association or cooperative ownership, a copy of this report and resolution and any subsequent modifications 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.
6. 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.
7. 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.
8. 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.

Honorable Marisa Lago, Chair
Application No.: C 180063 ZSM (L.U. No. 84)
June 5, 2018
Page 3 of 71

EXHIBIT A
RESTRICTIVE DECLARATION AS MODIFIED BY CITY COUNCIL

Matter in double underline is new, to be added;
Matter in ~~double-strikeout~~ is old; to be deleted

RESTRICTIVE DECLARATION

**NEW YORK COUNTY
BLOCK 25 – LOT 7**

RECORD AND RETURN TO:

**Fried Frank Harris Shriver & Jacobson, LLP
One New York Plaza
New York, New York 10004
Attention: David Karnovsky, Esq.**

RESTRICTIVE DECLARATION

THIS RESTRICTIVE DECLARATION (“Declaration”), made as of the [] day of [], 2018, by MADISON 45 BROAD DEVELOPMENT LLC, a Delaware limited liability company having an address at c/o Madison Equities, 105 Madison Avenue, New York, New York 10016 (the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant is fee owner of certain real property located in the Borough of Manhattan, City and State of New York, designated as Lot 7 of Block 25 (the “Subject Property”) on the Tax Map of the City of New York (the “Tax Map”), which is more particularly described in **Exhibit A** attached hereto;

WHEREAS, in accordance with the procedure available pursuant to Section 12-10 of the Zoning Resolution of the City of New York, effective as of December 15, 1961, as amended (the “Zoning Resolution”), the Development Site and certain real property located in the Borough of Manhattan, City and State of New York, designated as Lot 10 of Block 25 on the Tax Map, which is more particularly described in **Exhibit B** attached hereto, have been declared to be a single “zoning lot” (the “Subject Zoning Lot”) as that term is defined in the Zoning Resolution, pursuant to that certain Declaration of Zoning Lot Restrictions (the “Declaration of Zoning Lot Restrictions”) by and between 45 Broad LLC, the predecessor in interest to Declarant, and Walwilhal Associates, LLC, dated February 26, 2007, and recorded in the Office of the City Register, New York County, at City Register File Number 2007000122083, a copy of which is attached as **Exhibit C** hereto;

WHEREAS, Declarant filed applications with the New York City Department of City Planning (“DCP”) for approval by the New York City Planning Commission (the “Commission”) of a special permit pursuant to Sections 74-634 and 91-251 of the Zoning Resolution for an increase in the maximum floor area ratio for the provision of major improvements at a subway station adjacent to the Subject Zoning Lot (Application No. C 180063 ZSM) (the “Special Permit”);

WHEREAS, the Declarant intends to develop the Subject Property pursuant to the Special Permit with a new building utilizing approximately 334,317 zoning square feet of zoning floor area, containing a mix of residential, office, retail and amenity uses (the “Proposed Building”) and to undertake improvements to the Broad Street station of the Nassau Street subway line (the “Broad Street Station”) and to fund improvements to the Wall Street station of the Lexington Avenue subway line (the “Wall Street Station”) in accordance with the Transit Improvement Drawings (defined below);

WHEREAS, the Proposed Building would utilize up to 71,391 square feet of zoning floor area (3.0 FAR) (the “Bonus Floor Area”) pursuant to the Special Permit;

WHEREAS, environmental review of the Special Permit demonstrated that the Proposed Building would be no taller than a building that could be constructed as-of-right on the Subject Property and accordingly would not lead to additional ground disturbance, and this Declaration provides for a maximum permitted height of the Proposed Building;

WHEREAS, Section 74-634(e)(2) of the Zoning Resolution requires applicants proposing subway station improvements pursuant to Section 91-251 to execute a legally enforceable instrument running with the land containing complete drawings of the proposed improvement and setting forth the obligations of the owner and developer, their successors and assigns, to construct and provide capital maintenance for the improvement, establish a construction schedule and provide a performance bond for completion of the improvement;

WHEREAS, MTA (defined below) has provided a letter (the "**MTA Letter**") to the Commission stating that it has determined that drawings and other documents submitted by Declarant are of sufficient scope and detail (subject to such further review of MTA) to fix and describe the size and character of the Broad Street Station Improvements and the Wall Street Station Improvements (each as defined herein);

WHEREAS, DCP, acting on behalf of the Commission, conducted an environmental review of the Special Permits as lead agency 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**") 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 ("**SEORA**"), and issued a Negative Declaration on November 27, 2017 (CEQR No. 18DCP063M);

WHEREAS, Declarant desires to restrict the manner in which the Subject Property may be developed, redeveloped, maintained and operated now and in the future;

WHEREAS, the certificate(s) annexed hereto as **Exhibit D** ("**Certification of Parties-in-Interest**"), Madison Abstract, Inc., dated as of ~~August~~ April 28~~5~~, 2017~~8~~, lists the "parties-in-interest" (as defined in subdivision (c) of the definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution) (each, a "**Party-in-Interest**"; multiple being "**Parties-in-Interest**"), to the Subject Property ;*

WHEREAS, all Parties-in-Interest have either executed this Declaration or waived their right to execute, and subordinated their interest in the Subject Property to, this Declaration, as listed on the Certification of Parties-in-Interest; and

WHEREAS, Declarant represents and warrants that, except with respect to mortgages or other instruments specified herein, the holders of which have given their consent or waived their respective rights to object hereto, there are no restrictions of record on the development or use of the Subject Property, nor any existing lien, obligation covenant, easement, limitation or encumbrance of any kind that shall preclude the enforcement of the obligations and restrictions as set forth herein.

NOW, THEREFORE, Declarant does hereby declare and agree that the Subject Property shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants,

~~1 Title Certification to be updated prior to final action by City Council pursuant to Section 197-d~~

obligations, easements, and agreements of this Declaration, which shall run with the Subject Property and which shall be binding on Declarant, its successors and assigns.

ARTICLE I.

CERTAIN DEFINITIONS

Section 1.01 Definitions.

For purposes of this Declaration, the following terms shall have the following meanings:

“**Additional Scope Items**” shall have the meaning set forth in Section 2.01 of this Declaration.

“**As-of-Right Building**” shall mean any building that can be developed and constructed on the Subject Premises without utilizing the Special Permit.

“**Bonus Floor Area**” shall have the meaning set forth in the Recitals of this Declaration.

“**Broad Street Station Improvements**” shall have the meaning set forth in Section 2.01 of this Declaration.

“**Broad Street Transit Improvements Deposit**” shall have the meaning set forth in Section 3.01 of this Declaration.

“**Business Days**” means any day other than a Saturday, Sunday or other day on which banks in the State of New York are not open for business.

“**CEQR**” shall have the meaning set forth in the Recitals of this Declaration.

“**Certification of Parties-in-Interest**” shall have the meaning set forth in the Recitals of this Declaration.

“**City Council**” shall mean the New York City Council.

“**Chair**” shall mean the Chairperson of the City Planning Commission.

“**Commission**” shall have the meaning set forth in the Recitals of this Declaration.

“**CO Notice**” shall have the meaning set forth in Section 7.03 of this Declaration.

“**Construction Drawings**” shall have the meaning set forth in Section 3.02(b)(ii) of this Declaration.

“**DCP**” shall have the meaning set forth in the Recitals of this Declaration.

“**Declarant**” shall have the meaning set forth in the Preamble hereof.

“Declaration” shall have the meaning set forth in the Preamble hereof.

“Delay Notice” shall have the meaning set forth in Section 9.04(a) of this Declaration.

“Default Notice” shall have the meaning set forth in Section 7.01(a) of this Declaration.

“DOB” shall mean the New York City Department of Buildings, or any successor agency thereto.

“Final Completion” or **“Finally Complete”** shall mean the completion of all relevant items of work, including any so-called “punch-list” items that remain to be completed upon Substantial Completion (defined below).

“Final Approval” shall mean approval or approval with modifications of the Special Permit by the City Council, or (b) if the City Council disapproves the decision of the Commission and the Mayor of the City of New York (the **“Mayor”**) files a written disapproval of the City Council’s action pursuant to New York City Charter Section 197-d(e), and the City Council does not override the Mayor’s disapproval, in which event “Final Approval” shall mean the Mayor’s written disapproval of the City Council’s action pursuant to such New York City Charter Section 197-d(e).

“Mortgage” shall mean a mortgage given as security for a loan in respect of all or any portion of the Subject Property.

“Mortgagee” shall mean the holder of a Mortgage.

“MTA” shall mean the Metropolitan Transportation Authority and/or the New York City Transit Authority, as the case may be or any successor to its jurisdiction.

“Named Mortgagee” shall have the meaning set forth in Section 10.01(d) of this Declaration.

“New Building Permit” shall mean for a New Building Permit issued by the Department of Buildings for the As-of-Right Building.

“Non-Bonus Floor Area” shall mean approximately 191,670 square feet of floor area that is permitted as-of-right on the Subject Property.

“Notice” shall have the meaning set forth in Section 10.01(a) of this Declaration.

“Notice of Final Completion” shall have the meaning set forth in Section 7.02 of this Declaration.

“Notice of Substantial Completion” shall have the meaning set forth in Section 7.01 of this Declaration.

“Parties-in-Interest” shall have the meaning set forth in the Recitals of this Declaration.

“PCO” shall mean a Permanent Certificate of Occupancy issued by DOB.

“Post-Approval Amendment” shall mean a post-approval amendment to the New Building Permit for purposes of incorporation of Bonus Floor Area in the Proposed Building.

“Proposed Building” shall have the meaning set forth in the Recitals of this Declaration.

“SEORA” shall have the meaning set forth in the Recitals of this Declaration.

“Special Permit” shall have the meaning set forth in the Recitals of this Declaration.

“Subject Property” shall have the meaning set forth in the Recitals of this Declaration.

“Substantial Completion” or **“Substantially Complete”** shall mean that the Broad Street Station Improvements have been constructed substantially in accordance with the Special Permit and may be operated and made available for public use. An improvement may be deemed Substantially Complete notwithstanding that minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed. A portion of the Transit Improvements shall be considered Substantially Complete where it has been certified as Substantially Complete by the MTA, as applicable. Notwithstanding the foregoing and for the avoidance of doubt, the installation of fare array turnstiles at the exit to the southbound platform of the Broad Street Station shall not be a requirement for Substantial Completion, provided that all connections necessary for such installation by the MTA are in place.

“TCO” shall mean a Temporary Certificate of Occupancy issued by DOB.

“Transit Improvement Agreement” shall have the meaning set forth in Section 3.02(a) of this Declaration.

“Transit Improvement Drawings” shall have the meaning set forth in Section 2.01 of this Declaration.

“Transit Improvements” shall mean the Broad Street Station Improvements and Wall Street Station Improvements respectively defined in Section 2.01(a) & (b) of this Declaration.

“Uncontrollable Circumstances” shall include the following elements which directly and materially delay the ability of Declarant to fund the Wall Street Station Improvement and/or complete the Broad Street Station Improvements: strike(s) or labor dispute(s); an industry-wide inability to obtain labor, equipment, supplies or materials or reasonable substitutes therefore in the open market; acts of God; governmental restrictions, regulations, omissions or controls pertaining to the area of New York City below 14th Street; enemy or hostile government actions, war, hostilities, terrorism, explosion, invasion; civil commotion, riot, mob violence, malicious mischief, insurrection, revolution or sabotage; a lockout; a flood, earthquake, or fire (destruction due to any of the foregoing events in this paragraph hereinafter referred to as **“Casualty”**); inclement weather of such a nature as to delay performance or completion of the Broad Street Station Improvements; a taking of the Subject Property, or a portion thereof that impairs the further construction of the Proposed Building, by condemnation or eminent domain; failure of a public utility to provide power, heat or light for the area below 14th Street; governmental actions with respect to

construction projects in the vicinity of the Broad Street Station Improvement that directly delay performance or completion of the Broad Street Station Improvement; disruptions in subway services that impact the timely delivery of materials for the Broad Street Station Improvements if Declarant decides to deliver materials by the subway; inability to perform work due to transit related accident(s) at the Broad Street Station including property damage, and the need for repairs as a result thereof; inability to access the work area; inability to perform work during hours stipulated by MTA for such work due to conditions outside of Declarant's control; the pendency of litigation not initiated by Declarant or similar proceeding which results in an injunction or restraining order or similar relief prohibiting or otherwise delaying the commencement or continuation of the obligations of Declarant pursuant to this Declaration, provided such litigation or proceeding resulting in the injunction or restraining order was not instituted, financed or supported by Declarant or any of its affiliates. In addition, "Uncontrollable Circumstances" shall also include (i) material delays by the City, State or United States government, or any agency or instrumentality thereof, MTA, or any utility company, in the performance of any work or processing or approval of any applications, or comment on architectural and engineering plans within a reasonable time period following receipt of such plans, unless due to any act or failure to act by Declarant ; (ii) denial to Declarant by any owner, ground lessee or franchisee of an enforceable interest in adjoining real property, including any private fee owner or ground lessee of adjoining real property, or any agency of the City or State or any utility company having an enforceable interest in adjoining real property, including sidewalk or streets, of a right to access to such adjoining real property provided that the Declarant has no "work around" for such denial of access; and (iii) design changes required by MTA, except those made as a result of changed or unforeseen field conditions. No event shall constitute Uncontrollable Circumstances unless (i) the event is not due to an act or failure to act of Declarant, (ii) Declarant complies with the procedures set forth in Section 9.04 hereof, and (iii) the Chair has certified the existence of Uncontrollable Circumstances in accordance with the provisions of Section 9.04 hereof or has failed to respond.

— "Wall Street Station Improvements" shall have the meaning set forth in Section 2.01 (b) of this Declaration.

"Wall Street Transit Improvements Deposit" shall have the meaning set forth in Section 3.01 of this Declaration.

"Zero Occupancy TCO" shall mean a temporary certificate of occupancy issued by DOB for the core and shell of the Proposed Building. A Zero Occupancy TCO shall not include any certificate of occupancy that permits occupancy of the building or portions thereof for ~~office, retail, eating and drinking establishment, amenity or other tenant uses~~ any use.

"Zoning Resolution" shall have the meaning set forth in the Recitals hereof.

ARTICLE II.

TRANSIT IMPROVEMENT DRAWINGS

Section 2.01 As a requirement for utilizing Bonus Floor Area, the Declarant shall undertake the following with respect to the Transit Improvements set forth in the following

drawings (the “Transit Improvement Drawings”) which are subject to further review and are supplemented by additional scope items (the “Additional Scope Items”) annexed hereto as Exhibit G hereto:

(a) Construct, at its sole cost and expense, the proposed improvements to the Broad Street Station as shown on the following plans prepared by Urbahn Architects, annexed hereto as Exhibit E (the “Broad Street Station Improvements”):

<u>Drawing Number</u>	<u>Title</u>	<u>Last Revision Date</u>
<u>A-201</u>	<u>Key Plans Street, Platform and Underpass Level</u>	4/19/18
<u>A-211</u>	<u>Street Level Plan</u>	4/19/18
<u>A-212</u>	<u>Platform Level Plan</u>	4/19/18 4/30/18
<u>A-213</u>	<u>Underpass Level Plan</u>	4/19/18
<u>A-301</u>	<u>Longitudinal Section Through Northbound Elevator</u>	4/19/18
<u>A-302</u>	<u>Cross Section Through Northbound Elevator</u>	4/19/18
<u>A-303</u>	<u>Longitudinal Section Through Southbound Elevator</u>	4/19/18
<u>A-304</u>	<u>Cross Section Through Southbound Elevator</u>	4/19/18

(b) Fund all costs of acquisition and installation by the MTA of the proposed improvements to the Wall Street Station as shown on the following plans prepared by the MTA, annexed hereto as Exhibit F (the “Wall Street Station Improvements”):

<u>Drawing Number</u>	<u>Title</u>	<u>Last Revision Date</u>
<u>R204A(1),R204B,R204C</u>	<u>Control Area Plan</u>	1/26/17
<u>R204A(2) (Option I)</u>	<u>Control Area Plan</u>	1/26/17
<u>R204A(3) (Option II)</u>	<u>Control Area Plan</u>	1/26/17
<u>R204A (Option III)</u>	<u>Control Area Plan</u>	<u>1/26/17</u>

(c) Notwithstanding the foregoing provisions of this Article II, Declarant may develop an As-of-Right Building, in which case the provisions of Sections 2.01(a) and 2.01(b) and the provisions of Articles III through VII of this Declaration shall not apply to such development.

ARTICLE III.

TRANSIT IMPROVEMENTS

Section 3.01 Building Permits. Declarant shall not accept the issuance by the DOB of a Post-Approval Amendment for the Proposed Building until the Declarant (a) has entered into an agreement with the MTA with respect to the design, construction and maintenance of the Transit Improvements (the "**Transit Improvement Agreement**") and recorded such agreement in the Office of the City Register, New York County; (b) has paid funds to the MTA for the purpose of acquisition and installation by MTA of the Wall Street Transit Improvements (the "**Wall Street Transit Improvements Deposit**"); and (c) has paid funds to the MTA for the purpose of acquisition and installation by MTA of fare array turnstiles at the exit to the southbound platform of the Broad Street Station (the "**Broad Street Transit Improvements Deposit**"). The amounts of the Wall Street Transit Improvements Deposit and the Broad Street Transit Improvements Deposit are currently estimated at One Million Dollars (\$1,000,000) and Five Hundred Thousand Dollars (\$500,000), respectively. No later than sixty (60) days following recordation of this Declaration, MTA shall provide Declarant with a second estimate of the amounts of the Wall Street Transit Improvements Deposit and the Broad Street Transit Improvements Deposit and shall meet and confer with Declarant upon request with respect thereto. The amount of the Wall Street Transit Improvements Deposit shall be the lesser of: (X) such second estimate; and (Y) One Million Dollars (\$1,000,000). The amount of the Broad Street Transit Improvements Deposit shall be the lesser of: (X) such second estimate; and (Y) Five Hundred Thousand Dollars (\$500,000). Notwithstanding the foregoing, the Declarant may file a Post-Approval Amendment application for the Proposed Building with the DOB solely for the purpose of seeking plan review for the Proposed Building prior to recordation of the Transit Improvement Agreement or making the Wall Street Transit Improvements Deposit or making the Broad Street Transit Improvements Deposit. For the avoidance of doubt, nothing herein shall affect or impair the New Building Permit or the performance of work pursuant thereto.

Section 3.02 Transit Improvement Agreement Terms. The Transit Improvement Agreement shall be generally consistent with the terms and conditions of MTA's standard subway entrance agreement ("**Subway Entrance Agreement**"), a copy of which has been provided to Declarant, with adjustments and modifications to address the subject improvements, and shall also include but not be limited to the following terms:

(a) **Construction Schedule.** Declarant shall develop a construction schedule for the Broad Street Station Improvements in consultation with the MTA describing the phasing of work and permitted work hours.

(b) **Design Development and Construction Drawings.** Declarant shall prepare design development and construction drawings (the "**Design Development and Construction Drawings**") also known as "Plans and Specifications" in the Subway Entrance Agreement for the various scopes of work comprising the Broad Street Station Improvements for

review and approval by MTA prior to construction commencement. The Design Development and Construction Drawings shall be in substantial compliance with the Transit Improvement Drawings and shall be prepared in accordance with MTA design standards and guidelines in effect at the time Declarant gives to MTA a "Notice to Advance Design" that Declarant is commencing to advance design of the Transit Improvements at a level of detail greater than the Transit Improvement Drawings. The form and content of Design Development and Construction Drawings and timeframes for review and approval by MTA of submissions made by Declarant shall be as specified in the Transit Improvement Agreement. The Design Development and Construction Drawings shall include signage at the elevator landings at street level indicating that the westerly elevator services the southbound terminus of the Nassau Street (J/Z line) and that the easterly elevator services the northbound entry to the Nassau Street (J/Z) line, as specified by MTA.

(c) **Security.** Prior to the commencement of construction of the Broad Street Station Improvements, Declarant shall provide (i) a letter of credit for the performance of Declarant's construction obligations relating to the Broad Street Station Improvements, in an amount not to exceed 120% of the estimated construction cost of the Broad Street Station Improvements (including but not limited to engineering services, railroad support and compliance with ADA requirements), based on cost estimates prepared by Declarant and approved by MTA, which security may be subject to reduction by 15% of the original amount upon the achievement of substantial completion of the Broad Street Station Improvements as certified by MTA; and (ii) pursuant to Section 5 of Article 2 of the New York Lien Law, payments bonds or such other security provided for under the New York Lien Law as is acceptable to the MTA..

(d) **Maintenance, Repair and Replacement.** Upon Substantial Completion of the Broad Street Station Improvements, Declarant shall assume responsibility for the maintenance and repair thereof, by entering into agreements with service providers upon terms consistent with the provisions of the Transit Improvement Agreement. The Transit Improvement Agreement shall include a license or other agreement as necessary to permit service providers to perform such maintenance and repair services. In no event shall Declarant be responsible for public safety and security in the areas of the Transit Improvements. Declarant shall provide letters of credit reasonably satisfactory to the MTA for the performance of such maintenance and repair services in an amount equal to 120% of the annual cost of the elevator service and repair services under the agreements with service providers. The Transit Improvement Agreement shall also include provisions for the capital replacement of the Broad Street Station Improvements.

(e) **Successors and Assigns.** The Transit Improvement Agreement shall run with the land and be binding on the Declarant, its successors and assigns.

ARTICLE IV.

PROPOSED BUILDING REQUIREMENTS

Section 4.01 .Height Limit of Proposed Building. In no event shall the height of the Proposed Building exceed 1,115 feet.

ARTICLE V.

CERTIFICATES OF OCCUPANCY

Section 5.01 Temporary Certificate of Occupancy. Except as provided in Section 7.04 hereof, Declarant shall not accept a TCO for any portion of the Proposed Building utilizing the Bonus Floor Area prior to certification by the Chair based on certification of the MTA in accordance with Section 5.03 that: (a) the Wall Street Transit Improvements Deposit and the Broad Street Transit Improvements Deposit have been funded in accordance with this Declaration; (b) the Broad Street Station Improvements are Substantially Complete (“**Notice of Substantial Completion**”); and (c) provisions regarding maintenance and repair obligations are met by repair/maintenance contracts and a letter of credit. However, (i) nothing herein shall prevent occupancy of Non-Bonus Floor Area prior to receipt of a Notice of Substantial Completion, and (ii) notwithstanding anything to the contrary herein, Declarant may apply for and accept a Zero Occupancy TCO prior to receipt of a Notice of Substantial Completion. For the purposes of this Section 5.01, at least 36,695 square feet of Floor Area located in the Proposed Building, at an elevation that is above 229 feet above grade (241 feet above datum), shall be designated as Bonus Floor Area, as shown on plans to be filed with DOB. The remainder of the Bonus Floor Area may be located below 229 feet above grade (241 feet above datum) and its location shall also be shown on plans to be filed with DOB. Such plans may be modified from time to time in connection with an application made to DOB for the issuance of a TCO made in accordance with Section 5.03, in order to adjust the location of the Bonus Floor Area, provided that such plans shall at all times demonstrate compliance with the requirements of this Section 5.01 with respect to the amounts of Bonus Floor Area that may be located above and below 229 feet above grade (241 feet above datum).

Section 5.02 Permanent Certificates of Occupancy. Except as provided in Section 7.04 hereof, Declarant shall not accept a PCO for any portion of the Proposed Building utilizing the Bonus Floor Area prior to certification by the Chair based on the certification by MTA in accordance with Section 5.03 that the Broad Street Transit Improvements are Finally Complete (“**Notice of Final Completion**”). However, nothing herein shall prevent occupancy of Non-Bonus Floor Area prior to receipt of a Notice of Final Completion.

Section 5.03 DCP and MTA Review. Except as provided in Section 7.04 hereof, prior to accepting a TCO or PCO from DOB for zoning floor area in excess of the Non-Bonus Floor Area, Declarant shall submit a notice to DCP and MTA (the “**CO Notice**”) certifying that the Broad Street Station Improvements are Substantially Complete (or in the case of a PCO, Finally Complete). The MTA shall perform an on-site review of the Broad Street Station Improvements pursuant to time frames set forth in the Transit Improvement Agreement and will follow procedures set forth therein to make such determination of Substantial Completion. MTA will provide DCP with a copy of its certificate and any punch list items if the Broad Street Station Improvements are substantially complete. If the Broad Street Station Improvements are substantially complete, Declarant shall be entitled to obtain the TCO or PCO as the case may be, provided that all other requirements of Section 5.01 have been met. Notwithstanding the foregoing, in the event that (i) DCP has failed to (x) respond in writing to Declarant within twenty (20) business days of receipt of the CO Notice, (y) meet with Declarant within ten (10) business days of receipt of the CO Notice, or (z) respond in writing to Declarant within ten (10) business

days of receipt of any additional materials provided to DCP and under this Section, and (ii) the MTA has failed to take the actions required under the Transit Improvement Agreement following the CO Notice within the time frames set forth therein, then DCP and the MTA shall be deemed to have accepted the CO Notice and any subsequent materials related thereto as demonstrating compliance with the requirements for the issuance of the TCO or PCO and Declarant shall be entitled to apply for and accept the TCOs or PCOs.

ARTICLE VI.

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

Section 6.01 Effective Date; Lapse; Cancellation.

(a) This Declaration and the provisions and covenants hereof shall become effective upon Final Approval of the Special Permit, but Declarant's obligations hereunder shall be postponed until: (A) the latest to occur of the following dates: (i) the date on which the right to seek judicial review of the Special Permit has expired; (ii) the date on which the time to appeal from an order of any court of competent jurisdiction upholding or affirming the Special Permit has expired; and (iii) the date on which a final order upholding or affirming the Special Permit is entered pursuant to a decision by a court of competent jurisdiction from which no appeal can be taken; or (B) at any time prior to the latest to occur of the dates set forth in (A) above, such earlier date upon which Declarant proceeds to develop the Proposed Building in accordance with the Special Permit. For avoidance of doubt, construction of an As-of-Right Building shall not be deemed development for purposes of the foregoing sentence.

(b) Promptly, and no later than ten (10) days after Final Approval of the Special Permit, Declarant shall file and record this Declaration and any related waivers executed by Mortgagees or other Parties-in-Interest that are required to be recorded in public records, in the Office of the City Register, indexing them against the entire Subject Zoning Lot, and deliver to the Commission within ten (10) days from any such submission for recording, a copy of such documents as submitted for recording, together with an affidavit of submission for recordation. Declarant shall deliver to the Commission a copy of all such documents, as recorded, certified by the Office of the City Register, promptly upon receipt of such documents from the Office of the City Register. If Declarant fails to so record such documents within ten (10) days after Final Approval of the Special Permit, then the City may record duplicate originals of such documents. However, all fees paid or payable for the purpose of recording such documents, whether undertaken by Declarant or by the City, shall be borne by Declarant.

(c) Notwithstanding anything to the contrary contained in this Declaration, if the Special Permits is 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 an instrument discharging this Declaration, Declarant shall

notify the Chair of Declarant's intent to cancel and terminate this Declaration and request the Chair's approval, which approval shall be limited to insuring that such cancellation and termination is in proper form. The Chair shall respond to such notice and request within thirty (30) days of receipt by the Chair of such notice, and shall at Declarant's request execute an instrument in recordable form consenting to the discharge of Declarant's obligations hereunder. The failure of the Chair to respond within such thirty (30) day period shall be deemed an approval by the Chair of the cancellation of the Declaration. Upon recordation of such instrument, Declarant shall provide a copy thereof to the Commission so certified by the Office of the City Register.

Section 6.02 Modification and Amendment.

(a) Except as otherwise provided in Sections 6.01, 6.02(b), 6.02(c), or 6.02(d) hereof, this Declaration may be amended, modified or cancelled only with the express written approval of the Commission and the MTA. No other approval or consent shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant.

(b) Changes to Transit Improvement Drawings for the Broad Street Station Improvements that the Chair and the MTA deem to be minor shall be amended or modified administratively by the Chair and MTA, and no other approval or consent (including modifications to the Special Permits) shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant.

(c) Changes to Transit Improvement Drawings for the Wall Street Station Improvements requested or made by MTA that do not reduce the amount of fare array controls to be provided shall be amended or modified administratively by MTA and no other approval or consent (including modifications to the Special Permits) shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant

(d) Changes to this Declaration that the Chair and the MTA deem to be minor shall be amended or modified administratively by the Chair and the MTA, and no other approval or consent (including modifications to the Special Permits) shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present Party-in-Interest or future Party-in-Interest who is not a successor of Declarant.

(e) Any modification or amendment of this Declaration shall be executed and recorded in the same manner as this Declaration. Declarant shall record any such modification or amendment immediately after approval or consent has been granted pursuant to Section 6.02(a) and provide an executed and certified true copy thereof to DCP and, upon Declarant's failure to so record, permit its recording by DCP at the cost and expense of Declarant.

(f) Notwithstanding any other provision of this Section 6.02 to the contrary, in the event that the Transit Improvement Agreement includes provisions relating to security that differ or vary from those of Section 3.02(c), the provisions of Section 3.02(c) shall thereby be deemed superseded and no amendment of this Declaration shall be required under this Section

6.02 , provided that Declarant notifies the Chair in writing that the provisions of the Transit Improvement Agreement alternate to Section 3.02 (c) are accepted and agreed to by the MTA, in the exercise of its sole discretion. In such event, the Declarant shall, if so directed by Counsel to DCP, file and record a notice in the Office of the City Register, indexed against the entire Subject Zoning Lot, stating that the provisions of Section 3.02 (c) are inoperative in accordance with the provisions of this Section 6.02(f). “

ARTICLE VII.

COMPLIANCE; DEFAULTS; REMEDIES

Section 7.01 Default.

(a) The City shall give written notice (each, a “Default Notice”) of any alleged breach of the provisions of this Declaration to Declarant. Upon receipt of a Default Notice, Declarant shall effect a cure within forty-five (45) business days thereof. Alternatively, if the violation is not capable of cure within such forty-five (45) business day period, Declarant shall promptly initiate and diligently pursue any steps required to cure such breach and, if Declarant thereafter proceeds diligently toward the effectuation of such cure, the aforesaid forty-five (45) business day period shall be deemed extended for so long as Declarant continues to proceed diligently with the effectuation of such cure. Declarant shall have the right, in its sole discretion, to determine the manner in which a breach of this Declaration will be cured, provided such cure is in compliance with this Declaration. The forty-five (45) business day period for curing any breach of this Declaration by Declarant (as such may be extended in accordance with this Section 7.01) shall be subject to further extension for Uncontrollable Circumstances, provided that Declarant shall have taken the steps required by Section 7.04 hereof.

(b) The City retains all remedies at law and in equity and via administrative enforcement to enforce this Declaration.

(c) The City retains the right to resolve any dispute regarding the provisions of this Declaration by an alternate dispute resolution acceptable to Declarant, before resorting to litigation or administrative enforcement.

(d) In the case of an alleged breach of, or other dispute regarding the provisions of this Declaration, both Declarant and the City may (but shall not be obligated to) agree that the same shall be resolved by arbitration in a manner to be agreed upon, provided that nothing herein shall be construed to limit the provisions of Section 7.01(b) of this Declaration.

(e) A Named Mortgagee shall have the right to cure a breach on behalf of Declarant within the applicable notice and cure period provided in this Article VII.

Section 7.02 Enforcement of Declaration.

(a) The obligations of Declarant under this Declaration shall be enforceable solely by the City. No person or entity other than the City shall be entitled to enforce, or assert any claim arising out of or in connection with, this Declaration. This Declaration shall not create any enforceable interest or right in any person or entity other than the City.

(b) Notwithstanding anything to the contrary contained in this Declaration, the City will look solely to the fee estate and interest of Declarant in the Subject Property, on an in rem basis only, for the collection of any money judgment recovered against Declarant, or the enforcement of any monetary remedy based upon any breach by the Declarant under this Declaration, and no other property of Declarant shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration, and Declarant shall have no personal liability under this Declaration. For the purposes of this Section 7.02, "Declarant" shall mean "Declarant" as defined in the Preamble of this Declaration, as well as any principals, disclosed or undisclosed, partners, affiliates, officers, employees, shareholders or directors of Declarant.

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

(d) Notwithstanding the foregoing, nothing herein 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.

(e) If Declarant is found by a court of competent jurisdiction to have been in default of any of its obligations under this Declaration and such finding is upheld on final appeal, or the time for such 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 legal and administrative expenses arising out of or in connection with the enforcement of any of the City's remedies resulting from such default.

Section 7.03 Certain Remedies.

(a) Declarant hereby agrees that failure to comply with conditions or restrictions in this Declaration shall constitute a violation of the Zoning Resolution, and such failure to comply may constitute the basis for denial or revocation of Building Permit(s) or certificate(s) of occupancy.

(b) In any application for an amendment or modification of this Declaration, Declarant shall verify that it has complied with each of the material conditions of the Declaration applicable at the time of such application.

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

(d) For purposes of this Section 7.03, Declarant shall not be deemed to have failed to comply under any of paragraphs (a), (b) or (c) unless and until Declarant or a Named Mortgagee, as the case may be, has failed to remedy or cure the event or occurrence which is the basis of any allegation of a failure to comply in accordance with the procedure as set forth in Section 7.01 of this Declaration with respect to alleged default(s), including all applicable notice and cure periods afforded Declarant and Named Mortgagee(s) therein.

Section 7.04 Uncontrollable Circumstances.

(a) In the event that, as the result of Uncontrollable Circumstances, Declarant is or believes it will be unable to perform or complete any obligation required to be performed hereunder with respect to the Broad Street Station Improvements prior to accepting a TCO or PCO, Declarant shall promptly after it has actual knowledge of such Uncontrollable Circumstances so notify the Chair in writing (such notice, the "**Delay Notice**"), who may certify the existence of such Uncontrollable Circumstances. Any Delay Notice shall include a description of the Uncontrollable Circumstances, and, if known to Declarant, their cause and estimated impact on performance of the obligation in question. The Chair shall thereafter determine whether the Uncontrollable Circumstances exist, acting in consultation with MTA, and upon notice to Declarant no later than ten (10) days after its receipt of the Delay Notice, certify whether the Uncontrollable Circumstances exist. Failure to certify within ten (10) days after receipt of the Delay Notice shall be deemed a finding of Uncontrollable Circumstances by the Chair. If the Chair certifies that Uncontrollable Circumstances do not exist, the Chair shall set forth with specificity in the certification the reasons therefor. If the Chair certifies that Uncontrollable Circumstances exist, the Chair shall, either concurrently with such certification or no later than ten (10) days thereafter, authorize Declarant to accept a TCO or PCO, as applicable, for the Proposed Building incorporating the Bonus Floor Area or such portions of the Bonus Floor Area as the Chair determines to be warranted. In authorizing such occupancy of the Bonus Floor Area, the Chair may (i) take into account commitments to tenants relating to the occupancy of such space, (ii) require such additional security as the Chair determines is sufficient to assure the performance of Declarant's obligations, and (iii) specify a date whereby performance of Declarant's obligations shall be completed.

(b) Any delay caused as the result of Uncontrollable Circumstances shall be deemed to continue only as long as the Uncontrollable Circumstances continue. Upon cessation of the Uncontrollable Circumstances causing such delay, Declarant shall promptly recommence the work or implement the measure needed to complete the obligation, in accordance with any applicable directive of the Chair, unless an alternative is specified and agreed to by the Chair. Unless as otherwise agreed between Declarant and MTA, as a further condition to granting relief as aforesaid, if the Chair, acting in consultation with MTA, determines that as a result of such Uncontrollable Circumstances the security provided for completion in accordance with Section 3.02(c)(i) hereof is no longer adequate, the Chair may also require that Declarant post an additional letter of credit ("**Completion Letter of Credit**") or similar security if acceptable to the Chair and

MTA, in a form reasonably acceptable to the Chair and MTA as beneficiary, to secure Declarant's obligation to complete the Broad Street Station Improvements upon cessation of the Uncontrollable Circumstances. The amount of such Completion Letter of Credit or similar security, together with the security provided in accordance with Section 3.02(c)(i) hereof, shall be in a sum of no more than 125% of the estimated cost of completing such work (including but not limited to engineering services, railroad support and compliance with ADA requirements, based upon an estimate provided by Declarant and accepted by MTA to complete the Broad Street Station Improvements. If Declarant fails to resume performance of such work upon cessation of the Uncontrollable Circumstances, the MTA may undertake the performance of such work in accordance with the Transit Improvement Agreement and its own standards and guidelines. Upon final completion of the Broad Street Station Improvements, whether by Declarant, or MTA, MTA shall promptly return the any amount remaining of the aforesaid security (or the undrawn balance thereof) to Declarant in accordance with the terms of the Transit Improvement Agreement.

Section 7.05 Representation. Declarant hereby represents and warrants that (a) there is no restriction of record on the development, enlargement, or use of the Subject Property, nor any present or presently existing estate or interest in the Subject Property, nor any existing lien, obligation, covenant, easement, limitation or encumbrance of any kind that shall preclude the enforcement of the obligations and restrictions as set forth herein; and (b) the Parties-in-Interest listed in the Certification of Party-in-Interest are the only known Parties-in-Interest in the Subject Property as of the date hereof.

ARTICLE VIII.

MISCELLANEOUS

Section 8.01 Notices.

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

If to Declarant:

MADISON 45 BROAD DEVELOPMENT, LLC
c/o Madison Equities
105 Madison Avenue
New York, NY 10016
Attention: Anthony Labozzetta

with a copy to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, New York 10004

Attention: David Karnovsky, Esq.

If to the City:

New York City Department of City Planning
120 Broadway, 31st Floor
New York, New York 10271
Attention: General Counsel

If to the MTA

Metropolitan Transportation Authority – New York City Transit
2 Broadway
New York, New York 10004
Attention: General Counsel

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

(c) Notice shall be deemed given five (5) days after mailing, two (2) Business Days after sending by nationally recognized overnight courier service, , except that a Notice providing for change of Notice name or address shall only be effective upon receipt.

(d) A copy of all Notices to Declarant shall be simultaneously given to any mortgagee or ground lessor of all or a portion of the Subject Property of which the City has been given Notice (any such mortgagee or lessor, a “**Named Mortgagee**”).

(e) 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 the Commission has notice.

(f) Any Notice or submission to the City and any Notice or approval from the City provided for in this Declaration shall be given to or given by the DCP on behalf of the City, and any approval given by the DCP shall be binding on the City. The foregoing shall not apply to any notices or approvals related to any matters that fall under the jurisdiction of any other agency of the City, including, without limitation, the Department of Buildings or the Department of Transportation.

Section 8.02 Certificates. The City will at any time and from time to time upon not less than fifteen (15) days’ prior notice by Declarant or a Named Mortgagee execute, acknowledge and deliver to Declarant or such Named Mortgagee, as the case may be, a statement in writing certifying (a) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same is in full force and effect, as modified or supplemented, and stating the modifications and supplements), (b) whether or not to the best knowledge of the signer of such certificate Declarant is in default in the performance of any obligation contained in

this Declaration, and, if so, specifying each such default of which the signer may have knowledge, and (c) as to such further matters as Declarant or such Named Mortgagee may reasonably request.

Section 8.03 Conveyance. Nothing contained herein shall be construed as requiring the consent of the DCP, the City, any agency thereof or any other person or entity to any sale, transfer, conveyance, mortgage, lease or assignment of any interest in the Subject Property.

Section 8.04 Successors of Declarant. References in this Declaration to “Declarant” shall be deemed to include any successor to or assign of Declarant. Notwithstanding anything to the contrary contained in this Declaration, (i) no tenant of the Subject Property shall be deemed to be a Declarant for any purpose, and (ii) no holder of a mortgage or other lien in the Subject Property shall be deemed to be a Declarant for any purpose, unless and until such holder obtains either a fee interest in the Subject Property or any portion thereof or a lessee’s estate in a ground lease of all or substantially all the Subject Property, and provided further that the holder of any such mortgage or lien shall not be liable for any obligations of Declarant as the “Declarant” hereunder unless such holder commences to develop the Subject Property in accordance or has acquired its interest from a party who has done so.

Section 8.05 Parties-in-Interest. Declarant shall cause any individual, business organization or other entity which, between the date hereof and the effective and recording date and time of this Declaration, becomes a Party-in-Interest in the Subject Property or portion thereof to subordinate its interest in the Subject Property to this Declaration. Any and all mortgages or other liens encumbering the Subject Property after the recording date of this Declaration shall be subject and subordinate hereto as provided herein.

Section 8.06 Condominiums and Cooperative Corporations.

(a) In the event that the Subject Property is subject to a declaration of condominium or if the Subject Property is owned by a cooperative cooperation in accordance with the provisions of New York state law, from and after the date the declaration of condominium has been recorded in the Office of the City Register, or the date that the Subject Property is conveyed to the cooperative corporation, the Board of Directors or the Board of Managers, as the case may be (the “Board”), shall be deemed to be the sole Declarant and Party-in-Interest under this Declaration with respect to the premises owned by the cooperative apartment corporation or held in condominium ownership, and the owners of the shares of stock of the cooperative apartment corporation, the holder of a lien encumbering any such shares, the holder of any other occupancy or other interest in such cooperative apartment, the holder of any unit in the condominium, the holder of a lien encumbering any such condominium unit and the holder of any other occupancy or other interest in such condominium unit (each of the foregoing, hereinafter, a “Unit Interested Party”) shall not be deemed to be a Declarant or a Party-in-Interest. Each and every Unit Interested Party hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Declaration by the Board; (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 Board 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.

(b) In the event that cooperative or condominium units are offered for sale in the Proposed Development, a summary of the terms of this Declaration shall be included in any offering plan or "red herring" issued in connection therewith. Such offering plan or "red herring" shall clearly identify the rights and obligations pursuant to this Declaration of the unit owners or the owners of shares of stock in the cooperative cooperation, as the case may be, that may be formed.

Section 8.07 Governing Law. This Declaration shall be governed and construed by the laws of the State of New York, without regard to principles of conflicts of law.

Section 8.08 Severability. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severed and the remainder of this Declaration shall continue to be of full force and effect.

Section 8.09 Applications. Declarant shall include a copy of this Declaration as part of any application pertaining to the Subject Property submitted to the DOB or any other interested governmental agency or department having jurisdiction over the Subject Property.

Section 8.09 Incorporation by Reference. Any and all exhibits, appendices and attachments referred to herein are hereby incorporated fully and made an integral part of this Declaration by reference.

[SIGNATURE LINES ON FOLLOWING PAGE]

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

MADISON 45 BROAD DEVELOPMENT, LLC

By: _____

Name:

Title: Authorized Signatory

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the ___ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

SCHEDULE OF EXHIBITS

<u>EXHIBIT A</u>	Metes and Bounds Description of the Subject Property
<u>EXHIBIT B</u>	Metes and Bounds Description of Lot 10
<u>EXHIBIT C</u>	Declaration of Zoning Lot Restrictions
<u>EXHIBIT D</u>	Certification of Parties-in-Interest
<u>EXHIBIT E</u>	Broad Street Station Improvements
<u>EXHIBIT F</u>	Wall Street Station Improvements
<u>EXHIBIT G</u>	Additional Scope Items

EXHIBIT A

Metes and Bounds Description of the Subject Property

Lot 7

Parcel I

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

BEGINNING at a point on the easterly side of Broad Street, distant one-hundred thirty feet nine and three-fourths inches northerly from the corner formed by the intersection of the said easterly side of Broad Street with the northerly side of Beaver Street;

RUNNING THENCE easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, and along southerly face of the Southerly wall of the brick building on the premises hereby described; 146 feet and 2 1/4 inches (Tax Map 145.93/Survey 145.87) to the westerly face of the westerly wall of the building on the premises adjoining on the East;

THENCE northerly along said westerly face of said westerly wall of 60 feet 3 3/4 inches to the southerly face of the southerly wall of the one story brick building on the rear of the premises adjoining on the North;

THENCE westerly along a line which forms an angle on its southerly side with the easterly side of Broad Street of 96 degrees 2 minutes 20 seconds 128 feet 1 1/2 inches to the said easterly side of Broad Street; and

THENCE southerly along said easterly side of Broad Street, 63 feet 5 1/4 inches to the point or place of BEGINNING,

TOGETHER with the benefits of the easements set forth, defined and limited in that certain Zoning Lot Development and Easement Agreement dated as of February 26, 2007, by and between Walwilhal Associates, LLC and 45 Broad LLC, and recorded in the Office of the City Register of the City of New York, on March 2, 2007 under CRFN 2007000122089.

Parcel II

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 a point the following two (2) courses and distances from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street;

- (1) northerly along the said easterly side of Broad Street 130.81 feet to a point; and
- (2) easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, a distance of 145.87 feet to the easterly face of the building adjoining on the west at the point or place of BEGINNING;

RUNNING THENCE from said point of beginning southerly along a line which forms an angle on its westerly side with the preceding course of 99 degrees 04 minutes 25 seconds and along the easterly face of the easterly wall of the building adjoining on the West, a distance of 16.75 (Survey and Tax Map 16.73) feet to the northerly face of the building adjoining to the South;

THENCE easterly along a line which forms an angle on its northerly side with the preceding course of 89 degrees 38 minutes 45 seconds and along the northerly face of the building adjoining to the South and an open space, a distance of 48.21 feet to a point in said open space;

THENCE northerly through said open space which forms an angle on its westerly side with the preceding course of 88 degrees 29 minutes 00 seconds, a distance of 74.47 feet to a point in said open space;

THENCE westerly along a line which forms an angle on its southerly side with the preceding course of 125 degrees 52 minutes 30 seconds and along the southerly face of the southerly wall of the building adjoining on the North, a distance of 55.22 feet to the easterly face of a building adjoining on the West;

THENCE southerly along a line which forms an angle on its easterly side with the preceding course of 55 degrees 59 minutes 45 seconds, a distance of 88.79 feet to the point or place of BEGINNING.

Perimeter Description

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 a point the following one (1) course and distance from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street;

(1) Northerly along the said easterly side of Broad Street 130.81 feet to the point or place of BEGINNING;

RUNNING THENCE from said point of beginning easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, a distance of 145.87 (Tax Map 145.93) feet to the easterly face of the building adjoining on the West;

THENCE southerly along a line which forms an angle on its westerly side with the preceding course of 99 degrees 04 minutes 25 seconds and along the easterly face of the easterly wall of the building adjoining on the West, a distance of 16.75 (16.73 Survey and Tax Map) feet to the northerly face of the building adjoining to the South;

THENCE easterly along a line which forms an angle on its northerly side with the preceding course of 89 degrees 38 minutes 45 seconds and along the northerly face of the building adjoining to the South and an open space, a distance of 48.21 feet to a point in said open space;

THENCE northerly through said open space which forms an angle on its westerly side with the preceding course of 88 degrees 29 minutes 00 seconds, a distance of 74.47 feet to a point in said open space;

THENCE westerly along a line which forms an angle on its southerly side with the preceding course of 125 degrees 52 minutes 30 seconds and along the southerly face of the southerly wall of the building adjoining on the North, a distance of 55.22 feet to the easterly face of a building adjoining on the West;

THENCE southerly along a line which forms an angle on its easterly side with the preceding course of 55 degrees 59 minutes 45 seconds, a distance of 28.48 feet to the southerly face of the southerly wall of the building on the premises adjoining on the North;

THENCE westerly along a line which forms an angle on its southerly side with the easterly side of Broad Street of 96 degrees 2 minutes 20 seconds, 128.12 feet to said easterly side of Broad Street;

THENCE southerly along said easterly side of Broad Street, 63.44 feet to the point or place of BEGINNING.

EXHIBIT B

Metes and Bounds Description of Lot 10

Lot 10

BEGINNING at a point on the easterly side of Broad Street, distant 106 feet 8 inches southerly from the southeasterly corner of Broad Street and Exchange Place, which point is opposite the northerly face of the northerly wall of the northerly building on the premises herein described;

THENCE southerly along the easterly side of Broad Street, 46 feet 1-1/2 inches to an angle in the easterly side of Broad Street;

THENCE southerly still along the easterly side of Broad Street, 60 feet 7 inches to a point on the easterly side of Broad Street, distant 194 feet 3 inches northerly from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street, which point is opposite the southerly face of the southerly wall of the southerly building on the premises herein described;

THENCE easterly along the said southerly face of said wall, 128 feet 1-1/2 inches to the westerly face of the westerly wall of the building adjoining on the east;

THENCE northerly along said westerly face of said last mentioned wall and on a line which makes an interior angle with the last mentioned course of 79 degrees 28 minutes 0 seconds, 31 feet 2 inches to the northerly face of the northerly wall of the southerly building on the premises herein described;

THENCE northerly on a line which makes an interior angle with the last mentioned course of 190 degrees 7 minutes 50 seconds, 16 feet 11-1/4 inches;

THENCE northerly along a line which makes an interior angle with the last mentioned course of 178 degrees 39 minutes, 13 feet 4- 1/2 inches to the northerly face of the independent wall of the rear building on premises known as 39 Broad Street;

THENCE westerly along the same and on a line which makes an interior angle with the last mentioned course, 91 degrees 42 minutes 0 seconds, 6 feet 7-1/2 inches to the easterly face of the easterly wall of the rear building on the premises known as 35 Broad Street;

1817

THENCE northerly along the same and on a line which makes an exterior angle with the last mentioned course of 75 degrees 12 minutes 0 seconds, 29 feet 6- 1/4 inches to the northerly side of the northerly wall of the said building;

THENCE westerly along the same and along the northerly face of the northerly wall of the front building on the premises known as 35 Broad Street and on a line which makes an interior angle with the last mentioned course of 83 degrees 16 minutes 30 seconds, 102 feet 9-1/2 inches to the point or place of BEGINNING.

EXHIBIT C

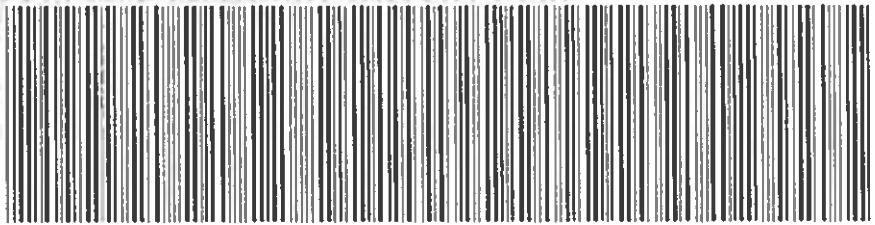
Declaration of Zoning Lot Restrictions

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**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 14

Document ID: 2015060300981002 Document Date: 06-01-2015 Preparation Date: 06-03-2015
 Document Type: SUNDRY MISCELLANEOUS
 Document Page Count: 13

PRESENTER:
 MADISON ABSTRACT, INC. (NY 15 17623)
 670 WHITE PLAINS ROAD, SUITE 121
 AS AGENT TO
 SCARSDALE, NY 10583
 914-725-7200
 AFRIEDMAN@MADISONABSTRACT.COM

RETURN TO:
 MADISON ABSTRACT, INC. (NY 15 17623)
 670 WHITE PLAINS ROAD, SUITE 121
 AS AGENT TO
 SCARSDALE, NY 10583
 914-725-7200
 AFRIEDMAN@MADISONABSTRACT.COM

PROPERTY DATA					
Borough	Block	Lot	Unit	Address	
MANHATTAN	25	7	Entire Lot	43-45 BROAD STREET	
Property Type: NON-RESIDENTIAL VACANT LAND					
Borough	Block	Lot	Unit	Address	
MANHATTAN	25	10	Entire Lot	35-41 BROAD STREET	
Property Type: OTHER					

CROSS REFERENCE DATA
 CRFN: 2007000122083

PARTIES
PARTY 1:
 45 BROAD STREET L CAL LLC
 C/O LCOR INCORPORATED, 850 CASSATT ROAD,
 SUITE 300
 BERWYN, PA 19312

FEES AND TAXES			
Mortgage :			
Mortgage Amount:	\$	0.00	Filing Fee: \$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax: \$ 0.00
Exemption:			
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax: \$ 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:	\$	105.00	
Affidavit Fee:	\$	0.00	



**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**
 Recorded Filed 06-11-2015 11:47
 City Register File No.(CRFN):
 2015000198455

Annette McMill
 City Register Official Signature

DECLARATION OF ZONING LOT RESTRICTIONS

THIS DECLARATION OF ZONING LOT RESTRICTIONS ("this Declaration"), dated as of June 1, 2015, made by 45 Broad Street L/CAL LLC a Delaware limited liability company, having an address c/o LCOR Incorporated, 850 Cassatt Road, Suite 300, Berwyn, Pennsylvania 19312, (hereafter called "45 Broad Street" or "Declarant Party").

RECITALS

1. 45 Broad Street is the owner of the land described on Exhibit A-1 hereto, which land is designated as a portion of Tax Lot 7 in Block 25 on the Tax Map of the City of New York, County of New York (the "Tax Map") (which land is hereafter called the "Original Lot 7 Land").

2. The Original Lot 7 Land is a part of a combined zoning lot created in accordance with the terms of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended from time to time (the "Zoning Resolution"), pursuant to a certain Declaration of Zoning Lot Restrictions (the "Existing Declaration"), dated as of February 26, 2007, and recorded on March 6, 2007 under CRFN 2007000122083 in the Office of the New York City Register, New York County (the "Register's Office"). The combined zoning lot created by the Existing Declaration (the "Existing Combined Zoning Lot") consists of (i) the Original Lot 7 Land (ii) the land parcel described in Exhibit A-2 hereto, which land parcel is designated as Tax Lot 10 in Block 25 on the Tax-Map (which land is hereafter called the "Lot 10 Land") (the Original Lot 7 Land and the Lot 10 Land being hereafter collectively called the "Existing CZL Lands").

3. 45 Broad Street is also the owner of the land described on Exhibit B hereto, which land is designated as a portion of Tax Lot 7 in Block 25 as shown on the Tax Map (which land is hereafter called the "Acquired Lot 7 Land"). The Acquired Lot 7 Land is adjacent to, and contiguous for a minimum of ten (10) linear feet with, one or more of the Existing CZL Lands.

4. As certified by Madison Abstract Inc., as agent for First American Title Insurance Co., pursuant to the Certification of Parties in Interest attached as Exhibit C hereto (i) 45 Broad Street is the only "party in interest" (as defined in Section 12-10 {definition of "Zoning Lot" subdivision (d)} of the Zoning Resolution) with respect to the Existing CZL Lands, except for those parties in interest with respect to the Existing CZL Lands that have previously waived their respective rights to join herein, and (ii) 45 Broad Street is the only "party in interest" with respect to the Acquired Lot 7 Land, except for those parties in interest with respect to the Acquired Lot 7 Land that have previously waived their respective rights to join herein.

5. Pursuant to this Declaration, the Declarant Party intends, *inter alia*, to merge the Existing Combined Zoning Lot with the Acquired Lot 7 Land pursuant to the Zoning Resolution.

3055050-11

NY
B: 25
L: 7 AND 10

NY 15 17623

Record & Return To:
Madison Abstract Inc.
670 White Plains Road
Scarsdale, NY 10583

MERGER

The Declarant Party, for good and valuable consideration, and with intent to bind all persons in whom title to any portion of the Existing CZL Lands or the Acquired Lot 7 Land is now or shall hereafter become vested, as well as all persons having, or hereafter acquiring, any interest of any nature whatsoever in the Existing CZL Lands (or any portion thereof) or the Acquired Lot 7 Land (or any portion thereof),

DOES HEREBY state, confirm, declare and covenant that the Existing Combined Zoning Lot is hereby merged with the Acquired Lot 7 Land into a single zoning lot, such that the Existing CZL Lands and the Acquired Lot 7 Land are to be treated as a single zoning lot for the purposes of the Zoning Resolution and in accordance with the provisions thereof (such combined zoning lot being herein called the "Enlarged Combined Zoning Lot," and the Existing CZL Lands and the Acquired Lot 7 Land being herein collectively called the "Enlarged CZL Lands").

AGREEMENTS

In respect of the foregoing, the Declarant Party hereby acknowledges as follows:

1. Defined Terms. Terms used herein that are defined in the Zoning Resolution shall have the meanings assigned to them therein, unless the context requires otherwise.
2. Merger Unaffected by Breach. No breach by a Declarant Party of this Declaration (or of any agreement ancillary hereto) shall affect the treatment of all the lands included within the Enlarged Combined Zoning Lot as one zoning lot, and, notwithstanding any such breach, all such lands shall continue to be treated as one zoning lot unless and until such zoning lot is subdivided in accordance and in conformity with the provisions of the Zoning Resolution.
3. Governing Law. This Declaration shall be governed by, and construed in accordance with, the laws of the State of New York.
4. Declaration Runs with the Land. This Declaration, and all the covenants contained herein, runs with the land, and shall bind, and inure to the benefit of, the Declarant Party and its respective successors and assigns, as well as each and every party now having, or hereafter acquiring, any right, title or interest in the Enlarged CZL Lands or any part thereof.
5. Recordation. This Declaration shall be recorded in the Office of the Register of the City of New York, New York County in accordance with the Zoning Resolution.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

EXHIBIT A-1
Original Lot 7 Land

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

BEGINNING at a point on the easterly side of Broad Street, distant one-hundred thirty feet nine and three-fourths inches northerly from the corner formed by the intersection of the said Easterly side of Broad Street with the Northerly side of Beaver Street;

RUNNING THENCE Easterly along a line which forms an angle on its Northerly side with said Easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of Northerly walls of buildings adjoining on the south, and along southerly face of the Southerly wall of the brick building on the premises hereby described; 146 feet and 2 1/4 inches to the Westerly face of the Westerly wall of the building on the premises adjoining on the East;

THENCE Northerly along said Westerly face of said Westerly wall of 60 feet 3 3/4 inches to the Southerly face of the Southerly wall of the one story brick building on the rear of the premises adjoining on the North;

THENCE Westerly along a line which forms an angle on its southerly side with the Easterly side of Broad Street of 96 degrees 2 minutes and 20 seconds 128 feet 1 1/2 inches to the said Easterly side of Broad Street; and

THENCE Southerly along said easterly side of Broad Street, 63 feet 5 1/4 inches to the point or place of **BEGINNING**.

TOGETHER WITH the benefits of the negative covenants and easement for light and air set forth, defined and limited in that certain Zoning Lot Development and Easement Agreement dated as of February 26, 2007, by and between Walwilhal Associates, LLC and 45 Broad LLC, and recorded in the Office of the City Register of the City of New York, on March 2, 2007 under CRFN 2007000122089.

EXHIBIT A-2
Lot 10 Land

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Broad Street, distant 106 feet 8 inches southerly from the southeasterly corner of Broad Street and Exchange Place, which point is opposite the northerly face of the northerly wall of the northerly building on the premises herein described;

RUNNING THENCE southerly along the easterly side of Broad Street, 46 feet 1-1/2 inches to an angle in the easterly side of Broad Street;

THENCE southerly still along the easterly side of Broad Street, 60 feet 7 inches to a point on the easterly side of Broad Street, distant 194 feet 3 inches northerly from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street, which point is opposite the southerly face of the southerly wall of the southerly building on the premises herein described;

THENCE easterly along the said southerly face of said wall, 128 feet 1-1/2 inches to the westerly face of the westerly wall of the building adjoining on the east;

THENCE northerly along said westerly face of said last mentioned wall and on a line which makes an interior angle with the last mentioned course of 79 degrees 28 minutes 0 seconds, 31 feet 2 inches to the northerly face of the northerly wall of the southerly building on the premises herein described;

THENCE northerly on a line which makes an interior angle with the last mentioned course of 190 degrees 7 minutes 50 seconds, 16 feet 11-1/4 inches;

THENCE northerly along a line which makes an interior angle with the last mentioned course of 178 degrees 39 minutes, 13 feet 4-1/2 inches to the northerly face of the independent wall of the rear building on premises known as 39 Broad Street;

THENCE westerly along the same and on a line which makes an interior angle with the last mentioned course, 91 degrees 42 minutes 0 seconds, 6 feet 7-1/2 inches to the easterly face of the easterly wall of the rear building on the premises known as 35 Broad Street;

THENCE northerly along the same and on a line which makes an exterior angle with the last mentioned course of 75 degrees 12 minutes 0 seconds, 29 feet 6-1/4 inches to the northerly side of the northerly wall of the said building;

THENCE westerly along the same and along the northerly face of the northerly wall of the front building on the premises known as 35 Broad Street and on a line which makes an interior angle with the last mentioned course of 83 degrees 16 minutes 30 seconds, 102 feet 9-1/2 inches to the point or place of **BEGINNING**.

EXHIBIT B
Acquired Lot 7 Land

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 a point the following two (2) courses and distances from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street;

- (1) northerly along the said easterly side of Broad Street 130.81 feet to a point; and
- (2) easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, a distance of 145.87 feet to the easterly face of the building adjoining on the west at the point or place of **BEGINNING**;

RUNNING THENCE from said point of beginning southerly along a line which forms an angle on its westerly side with the preceding course of 99 degrees 04 minutes 25 seconds and along the easterly face of the easterly wall of the building adjoining on the West, a distance of 16.75 feet to the northerly face of the building adjoining to the South;

THENCE easterly along a line which forms an angle on its northerly side with the preceding course of 89 degrees 38 minutes 45 seconds and along the northerly face of the building adjoining to the South and an open space, a distance of 48.21 feet to a point in said open space;

THENCE northerly through said open space which forms an angle on its westerly side with the preceding course of 88 degrees 29 minutes 00 seconds, a distance of 74.47 feet to a point in said open space;

THENCE westerly along a line which forms an angle on its southerly side with the preceding course of 125 degrees 52 minutes 30 seconds and along the southerly face of the southerly wall of the building adjoining on the North, a distance of 55.22 feet to the easterly face of a building adjoining on the West;

THENCE southerly along a line which forms an angle on its easterly side with the preceding course of 55 degrees 59 minutes 45 seconds, a distance of 88.79 feet to the point or place of **BEGINNING**.

TOGETHER WITH the benefits of the easements and subject to the burdens set forth, defined and limited by the terms of those certain Easement Modification Agreement dated as of June 20, 2008, by and between 25 Broad, LLC and SDS William Street LLC, and recorded in the Office of the City Register of the City of New York, on November 21, 2008 under CRFN 2008000450552 and Relocation and Modification Agreement dated as of June 20, 2008 by and between 40 Exchange Place Corp. and SDS William Street LLC and recorded in the Office of the City Register of the City of New York, on November 21, 2008 under CRFN 2008000450553, together with the benefits of all other covenants and agreements set forth in Liber 14, cp. 190, Liber 1398 cp. 408, Liber 1504 cp. 182, Liber 3082 cp. 329, Liber 1409, cp. 80 and Liber 4072, cp. 411 and subject to the limitations contained therein.

EXHIBIT C

Certification of Parties in Interest

See attached

N.B.# _____
or
Alt.# _____

Exhibit "II"

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

Madison Abstract Inc., as agent for First American Title Insurance Co., a title company licensed to do business in the State of New York and having its principal office at 670 White Plains Road, Scarsdale, New York, hereby certifies that as to the land hereafter described being a tract of land, either unsplit or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a party as defined in Section 12-10 subdivision (d) 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>INTEREST</u>
45 Broad Street L/Cal LLC	c/o LCOR Incorporated 850 Cassett Road Suite 300 Berwyn, Pennsylvania 19312	Fee owner/ Lot 7 CRFN-2012000218743 and CRFN-2013000219394
Walwilhal Associates LLC	820 Morris Turnpike Short Hills, NJ 07078	Fee owner/ Lot 10 Waiver recorded in CRFN-2007000122089
Claremont Preparatory School, LLC	150 East 58 th Street 31 st Floor New York, New York 10155	Tenant/ Lot 10 Waiver recorded in CRFN-2007000122086
Capital One, National Association by Assignment of Mortgage from Landesbank Hessen-Thuringen Girozentrale	275 Broadhollow Road Melville, NY 11747	Mortgagee/ Lot 10 Waiver recorded in CRFN-2007000122085 and CRFN-2007000122089

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Lots 10 and 7, in Block 25, as shown on the tax map of the City of New York, New York County, and is more particularly bounded and described as follows:

Lot 7

Parcel I

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

BEGINNING at a point on the easterly side of Broad Street, distant one-hundred thirty feet nine and three-fourths inches northerly from the corner formed by the intersection of the said easterly side of Broad Street with the northerly side of Beaver Street;

RUNNING THENCE easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, and along southerly face of the Southerly wall of the brick building on the premises hereby described; 146 feet and 2 1/4 inches (Tax Map 145.93/Survey 145.87) to the westerly face of the westerly wall of the building on the premises adjoining on the East;

THENCE northerly along said westerly face of said westerly wall of 60 feet 3 3/4 inches to the southerly face of the southerly wall of the one story brick building on the rear of the premises adjoining on the North;

THENCE westerly along a line which forms an angle on its southerly side with the easterly side of Broad Street of 96 degrees 2 minutes 20 seconds 128 feet 1 1/2 inches to the said easterly side of Broad Street; and

THENCE southerly along said easterly side of Broad Street, 63 feet 5 1/4 inches to the point or place of BEGINNING.

TOGETHER with the benefits of the easements set forth, defined and limited in that certain Zoning Lot Development and Easement Agreement dated as of February 26, 2007, by and between Walwilhal Associates, LLC and 45 Broad LLC, and recorded in the Office of the City Register of the City of New York, on March 2, 2007 under CRFN 2007000122089.

Parcel II

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 a point the following two (2) courses and distances from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street;

- (1) northerly along the said easterly side of Broad Street 130.81 feet to a point; and**
- (2) easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, a distance of 145.87 feet to the easterly face of the building adjoining on the west at the point or place of BEGINNING;**

RUNNING THENCE from said point of beginning southerly along a line which forms an angle on its westerly side with the preceding course of 99 degrees 04 minutes 25 seconds and along the easterly face of the easterly wall of the building adjoining on the West, a distance of 16.75 (Survey and Tax Map 16.73) feet to the northerly face of the building adjoining to the South;

THENCE easterly along a line which forms an angle on its northerly side with the preceding course of 89 degrees 38 minutes 45 seconds and along the northerly face of the building adjoining to the South and an open space, a distance of 48.21 feet to a point in said open space;

THENCE northerly through said open space which forms an angle on its westerly side with the preceding course of 88 degrees 29 minutes 00 seconds, a distance of 74.47 feet to a point in said open space;

THENCE westerly along a line which forms an angle on its southerly side with the preceding course of 125 degrees 52 minutes 30 seconds and along the southerly face of the southerly wall of the building adjoining on the North, a distance of 55.22 feet to the easterly face of a building adjoining on the West;

THENCE southerly along a line which forms an angle on its easterly side with the preceding course of 55 degrees 59 minutes 45 seconds, a distance of 88.79 feet to the point or place of BEGINNING.

BEGINNING at a point on the easterly side of Broad Street, distant 106 feet 8 inches southerly from the southeasterly corner of Broad Street and Exchange Place, which point is opposite the northerly face of the northerly wall of the northerly building on the premises herein described;

THENCE southerly along the easterly side of Broad Street, 46 feet 1-1/2 inches to an angle in the easterly side of Broad Street;

THENCE southerly still along the easterly side of Broad Street, 60 feet 7 inches to a point on the easterly side of Broad Street, distant 194 feet 3 inches northerly from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street, which point is opposite the southerly face of the southerly wall of the southerly building on the premises herein described;

THENCE easterly along the said southerly face of said wall, 128 feet 1-1/2 inches to the westerly face of the westerly wall of the building adjoining on the east;

THENCE northerly along said westerly face of said last mentioned wall and on a line which makes an interior angle with the last mentioned course of 79 degrees 28 minutes 0 seconds, 31 feet 2 inches to the northerly face of the northerly wall of the southerly building on the premises herein described;

THENCE northerly on a line which makes an interior angle with the last mentioned course of 190 degrees 7 minutes 50 seconds, 16 feet 11-1/4 inches;

THENCE northerly along a line which makes an interior angle with the last mentioned course of 178 degrees 39 minutes, 13 feet 4- 1/2 inches to the northerly face of the independent wall of the rear building on premises known as 39 Broad Street;

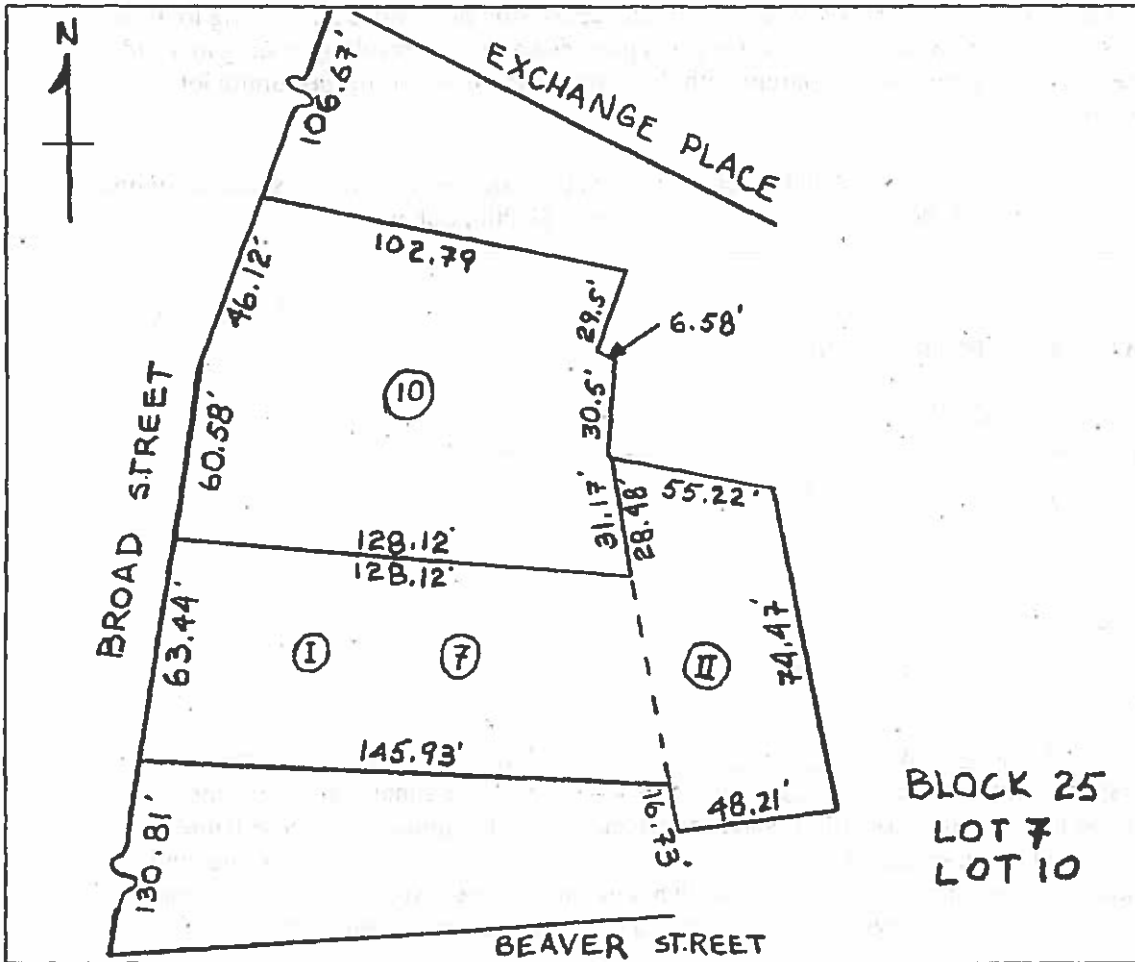
THENCE westerly along the same and on a line which makes an interior angle with the last mentioned course, 91 degrees 42 minutes 0 seconds, 6 feet 7-1/2 inches to the easterly face of the easterly wall of the rear building on the premises known as 35 Broad Street;

THENCE northerly along the same and on a line which makes an exterior angle with the last mentioned course of 75 degrees 12 minutes 0 seconds, 29 feet 6- 1/4 inches to the northerly side of the northerly wall of the said building;

THENCE westerly along the same and along the northerly face of the northerly wall of the front building on the premises known as 35 Broad Street and on a line which makes an interior angle with the last mentioned course of 83 degrees 16 minutes 30 seconds, 102 feet 9-1/2 inches to the point or place of BEGINNING.

That the said premises are known as and by street address, 35-41 Broad Street and 43-45 Broad Street New York, New York, and as shown on the following diagram:

DIAGRAM



Certified this 2 day of JUNE, to 45 Broad Street L/Cal 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 subdivision plot or deed. A zoning lot may be subdivided into two or more zoning lots provided all of the resulting zoning lots and the buildings 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) dollars.

MADISON ABSTRACT INC.

By:


William Cryan, Vice President

State of New York)

)ss.:

County of Westchester)

On the 2 day of June, 2015 before me, the undersigned, personally appeared, WILLIAM CRYAN 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 by his/her signature on the instrument the individual or person upon behalf of which the individual acted, executed the instrument.

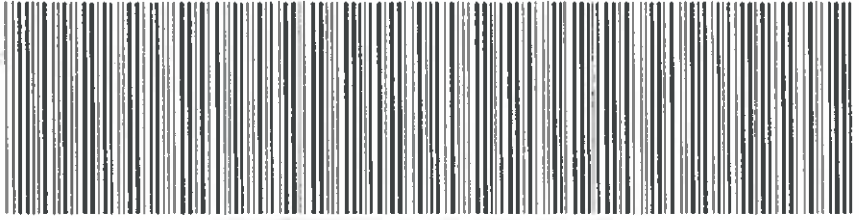

Notary Public

SEAL

DENISE D. MATTHEWS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6144637
Qualified in Westchester County,
My Commission Expires May 01, 2018

**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.



2018051700489001001EE7B8

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 8

Document ID: 2018051700489001
Document Type: CERTIFICATE
Document Page Count: 7

Document Date: 04-25-2018

Preparation Date: 05-17-2018

PRESENTER:

MADISON ABSTRACT, INC. (NY 15 17623B)
670 WHITE PLAINS ROAD, SUITE 121
AS AGENT TO
SCARSDALE, NY 10583
914-725-7200
AFRIEDMAN@MADISONABSTRACT.COM

RETURN TO:

MADISON ABSTRACT, INC. (NY 15 17623B)
670 WHITE PLAINS ROAD, SUITE 121
AS AGENT TO
SCARSDALE, NY 10583
914-725-7200
AFRIEDMAN@MADISONABSTRACT.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	25	7	Entire Lot	45 BROAD STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
MANHATTAN	25	10	Entire Lot	41 BROAD STREET

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:
MADISON ABSTRACT INC.
670 WHITE PLAINS ROAD
SCARSDALE, NY 10583

FEES AND TAXES

Mortgage :			Filing Fee:	
Mortgage Amount:	\$	0.00		\$ 0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax:	\$ 0.00
Exemption:				\$ 0.00
TAXES: County (Basic):	\$	0.00	NYS Real Estate Transfer Tax:	\$ 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:	\$	75.00		
Affidavit Fee:	\$	0.00		

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

Recorded Filed 05-21-2018 12:45
City Register File No.(CRFN):
2018000169144



Annette McMill

City Register Official Signature

N.B.# _____
or
Alt.# _____

Exhibit "II"

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

Madison Abstract Inc., as agent for First American Title Insurance Co., a title company licensed to do business in the State of New York and having its principal office at 670 White Plains Road, Scarsdale, New York, 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, that all the parties in interest constituting a party as defined in Section 12-10 subdivision (d) 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>INTEREST</u>
Madison 45 Broad Development LLC	c/o Madison Equities LLC 105 Madison Avenue New York, N.Y. 10016	Fee owner/ Lot 7 CRFN-2015000391828
HSBC Bank USA, National Association	452 Fifth Avenue, New York, N.Y. 10018	Mortgagee/ Lot 7 CRFN-2017000281060
Walwilhal Associates LLC	820 Morris Turnpike Short Hills, NJ 07078	Fee owner/ Lot 10 Waiver recorded in CRFN-2007000122089
Claremont Preparatory School, LLC	150 East 58 th Street 31 st Floor New York, New York 10155	Tenant/ Lot 10 Waiver recorded in CRFN-2007000122086
Capital One, National Association by Assignment of Mortgage from Landesbank Hessen-Thuringen Girozentrale	275 Broadhollow Road Melville, NY 11747	Mortgagee/ Lot 10 Waivers recorded in CRFN-2007000122085 CRFN-2007000122089

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Lots 7 and 10, in Block 25, as shown on the tax map of the City of New York, New York County, and is more particularly bounded and described as follows:

Lot 7

Parcel I

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

BEGINNING at a point on the easterly side of Broad Street, distant one-hundred thirty feet nine and three-fourths inches northerly from the corner formed by the intersection of the said easterly side of Broad Street with the northerly side of Beaver Street;

RUNNING THENCE easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, and along southerly face of the Southerly wall of the brick building on the premises hereby described; 146 feet and 2 1/4 inches (Tax Map 145.93/Survey 145.87) to the westerly face of the westerly wall of the building on the premises adjoining on the East;

THENCE northerly along said westerly face of said westerly wall of 60 feet 3 3/4 inches to the southerly face of the southerly wall of the one story brick building on the rear of the premises adjoining on the North;

THENCE westerly along a line which forms an angle on its southerly side with the easterly side of Broad Street of 96 degrees 2 minutes 20 seconds 128 feet 1 1/2 inches to the said easterly side of Broad Street; and

THENCE southerly along said easterly side of Broad Street, 63 feet 5 1/4 inches to the point or place of BEGINNING.

TOGETHER with the benefits of the easements set forth, defined and limited in that certain Zoning Lot Development and Easement Agreement dated as of February 26, 2007, by and between Walwilhal Associates, LLC and 45 Broad LLC, and recorded in the Office of the City Register of the City of New York, on March 2, 2007 under CRFN 2007000122089.

Parcel II

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 a point the following two (2) courses and distances from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street;

- (1) northerly along the said easterly side of Broad Street 130.81 feet to a point; and
- (2) easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, a distance of 145.87 feet to the easterly face of the building adjoining on the west at the point or place of BEGINNING;

RUNNING THENCE from said point of beginning southerly along a line which forms an angle on its westerly side with the preceding course of 99 degrees 04 minutes 25 seconds and along the easterly face of the easterly wall of the building adjoining on the West, a distance of 16.75 (Survey and Tax Map 16.73) feet to the northerly face of the building adjoining to the South;

THENCE easterly along a line which forms an angle on its northerly side with the preceding course of 89 degrees 38 minutes 45 seconds and along the northerly face of the building adjoining to the South and an open space, a distance of 48.21 feet to a point in said open space;

THENCE northerly through said open space which forms an angle on its westerly side with the preceding course of 88 degrees 29 minutes 00 seconds, a distance of 74.47 feet to a point in said open space;

THENCE westerly along a line which forms an angle on its southerly side with the preceding course of 125 degrees 52 minutes 30 seconds and along the southerly face of the southerly wall of the building adjoining on the North, a distance of 55.22 feet to the easterly face of a building adjoining on the West;

THENCE southerly along a line which forms an angle on its easterly side with the preceding course of 55 degrees 59 minutes 45 seconds, a distance of 88.79 feet to the point or place of BEGINNING.

Perimeter Description

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 a point the following one (1) course and distance from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street;

(1) Northerly along the said easterly side of Broad Street 130.81 feet to the point or place of BEGINNING;

RUNNING THENCE from said point of beginning easterly along a line which forms an angle on its northerly side with said easterly side of Broad Street of 82 degrees 30 minutes 10 seconds and along the northerly face of northerly walls of buildings adjoining on the South, a distance of 145.87 (Tax Map 145.93) feet to the easterly face of the building adjoining on the West;

THENCE southerly along a line which forms an angle on its westerly side with the preceding course of 99 degrees 04 minutes 25 seconds and along the easterly face of the easterly wall of the building adjoining on the West, a distance of 16.75 (16.73 Survey and Tax Map) feet to the northerly face of the building adjoining to the South;

THENCE easterly along a line which forms an angle on its northerly side with the preceding course of 89 degrees 38 minutes 45 seconds and along the northerly face of the building adjoining to the South and an open space, a distance of 48.21 feet to a point in said open space;

THENCE northerly through said open space which forms an angle on its westerly side with the preceding course of 88 degrees 29 minutes 00 seconds, a distance of 74.47 feet to a point in said open space;

THENCE westerly along a line which forms an angle on its southerly side with the preceding course of 125 degrees 52 minutes 30 seconds and along the southerly face of the southerly wall of the building adjoining on the North, a distance of 55.22 feet to the easterly face of a building adjoining on the West;

THENCE southerly along a line which forms an angle on its easterly side with the preceding course of 55 degrees 59 minutes 45 seconds, a distance of 28.48 feet to the southerly face of the southerly wall of the building on the premises adjoining on the North;

THENCE westerly along a line which forms an angle on its southerly side with the easterly side of Broad Street of 96 degrees 2 minutes 20 seconds, 128.12 feet to said easterly side of Broad Street;

THENCE southerly along said easterly side of Broad Street, 63.44 feet to the point or place of BEGINNING.

Lot 10

BEGINNING at a point on the easterly side of Broad Street, distant 106 feet 8 inches southerly from the southeasterly corner of Broad Street and Exchange Place, which point is opposite the northerly face of the northerly wall of the northerly building on the premises herein described;

THENCE southerly along the easterly side of Broad Street, 46 feet 1-1/2 inches to an angle in the easterly side of Broad Street;

THENCE southerly still along the easterly side of Broad Street, 60 feet 7 inches to a point on the easterly side of Broad Street, distant 194 feet 3 inches northerly from the corner formed by the intersection of the easterly side of Broad Street and the northerly side of Beaver Street, which point is opposite the southerly face of the southerly wall of the southerly building on the premises herein described;

THENCE easterly along the said southerly face of said wall, 128 feet 1-1/2 inches to the westerly face of the westerly wall of the building adjoining on the east;

THENCE northerly along said westerly face of said last mentioned wall and on a line which makes an interior angle with the last mentioned course of 79 degrees 28 minutes 0 seconds, 31 feet 2 inches to the northerly face of the northerly wall of the southerly building on the premises herein described;

THENCE northerly on a line which makes an interior angle with the last mentioned course of 190 degrees 7 minutes 50 seconds, 16 feet 11-1/4 inches;

THENCE northerly along a line which makes an interior angle with the last mentioned course of 178 degrees 39 minutes, 13 feet 4- 1/2 inches to the northerly face of the independent wall of the rear building on premises known as 39 Broad Street;

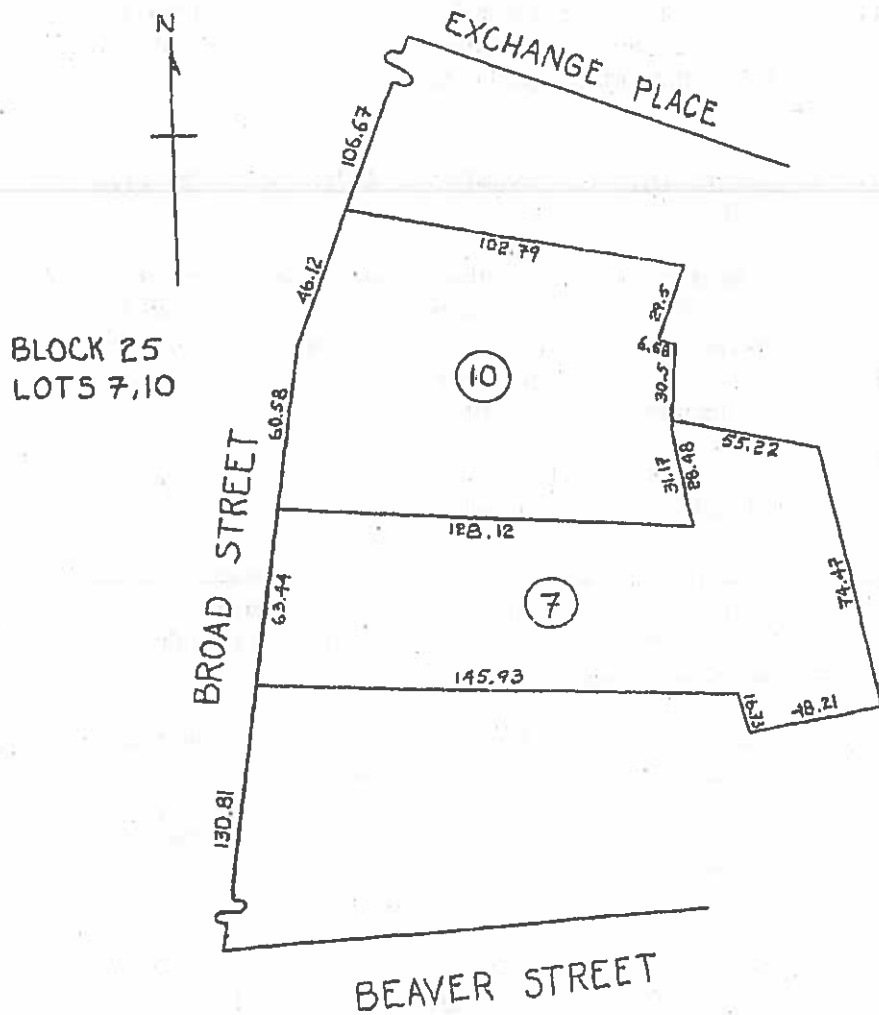
THENCE westerly along the same and on a line which makes an interior angle with the last mentioned course, 91 degrees 42 minutes 0 seconds, 6 feet 7-1/2 inches to the easterly face of the easterly wall of the rear building on the premises known as 35 Broad Street;

THENCE northerly along the same and on a line which makes an exterior angle with the last mentioned course of 75 degrees 12 minutes 0 seconds, 29 feet 6- 1/4 inches to the northerly side of the northerly wall of the said building;

THENCE westerly along the same and along the northerly face of the northerly wall of the front building on the premises known as 35 Broad Street and on a line which makes an interior angle with the last mentioned course of 83 degrees 16 minutes 30 seconds, 102 feet 9-1/2 inches to the point or place of BEGINNING.

DIAGRAM

That the said premises are known as and by the street address 45 Broad Street, lot 7, and 41 Broad Street, lot 10, New York, N. Y., as shown on the following diagram:



Certified this 25th day of APRIL 2018, to Madison 45 Broad Development 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 subdivision plot or deed. A zoning lot may be subdivided into two or more zoning lots provided all of the resulting zoning lots and the buildings 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) dollars.

MADISON ABSTRACT INC.

By: 
William Cryan, Vice President

State of New York)
)ss.:
County of West.)

On the 25th day of April, 2018 before me, the undersigned, personally appeared, William Cryan 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 by his/her signature on the instrument the individual or person upon behalf of which the individual acted, executed the instrument.


Notary Public

SEAL

DEBORAH G. ZINN
Notary Public, State of New York
Qualified in Westchester County
No 01214976367
Commission Expires Jan. 14, 2019

EXHIBIT E

Broad Street Station Improvements

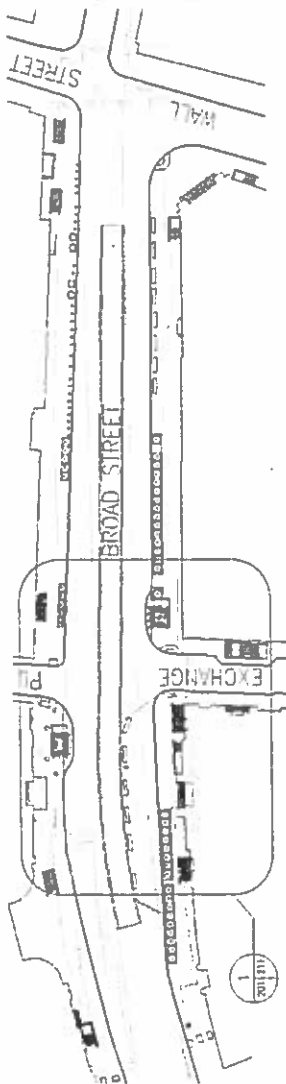
3A98

STREET LEVEL CONSTRUCTION NOTES

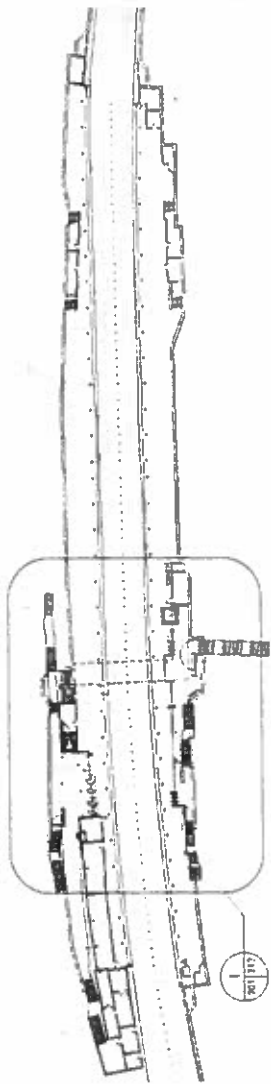
- SEE CONSTRUCTION SET NOTES ON DWG. A-200
- DO NOT REMOVE EXISTING CURBS OR SIDEWALKS ON DOWNSIDE OF BROAD STREET
- EXISTING CURBS ON BROAD STREET TO REMAIN AND PROTECT ALL EXISTING UTILITIES ACCORDING TO RECORD DRAWINGS
- EXISTING SIDEWALKS TO BE RECONSTRUCTED BY THE CONTRACTOR TO MATCH EXISTING SIDEWALKS ON ADJACENT BLOCKS
- EXISTING SIDEWALKS TO BE RECONSTRUCTED BY THE CONTRACTOR TO MATCH EXISTING SIDEWALKS ON ADJACENT BLOCKS
- STRUCTURE WITH STRUCTURAL UNIFORMS

PLATFORM LEVEL CONSTRUCTION NOTES

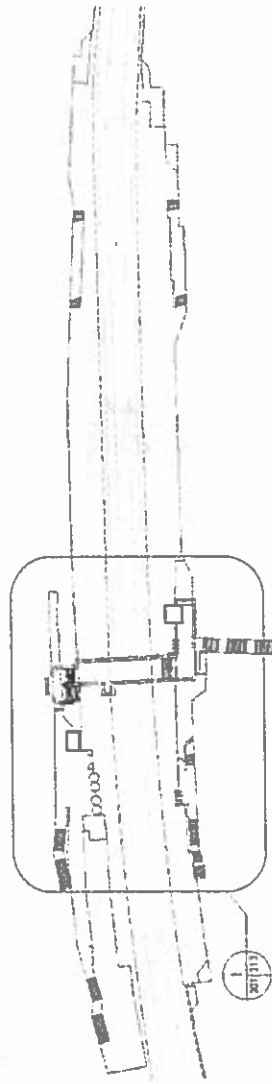
- SEE CONSTRUCTION SET NOTES ON DWG. A-200
- EXISTING CURBS ON DOWNSIDE OF BROAD STREET TO REMAIN AND PROTECT ALL EXISTING UTILITIES ACCORDING TO RECORD DRAWINGS
- EXISTING SIDEWALKS TO BE RECONSTRUCTED BY THE CONTRACTOR TO MATCH EXISTING SIDEWALKS ON ADJACENT BLOCKS
- EXISTING SIDEWALKS TO BE RECONSTRUCTED BY THE CONTRACTOR TO MATCH EXISTING SIDEWALKS ON ADJACENT BLOCKS
- EXISTING SIDEWALKS TO BE RECONSTRUCTED BY THE CONTRACTOR TO MATCH EXISTING SIDEWALKS ON ADJACENT BLOCKS
- EXISTING SIDEWALKS TO BE RECONSTRUCTED BY THE CONTRACTOR TO MATCH EXISTING SIDEWALKS ON ADJACENT BLOCKS



1 KEY PLAN - STREET LEVEL
SCALE: 1/8" = 1'-0"

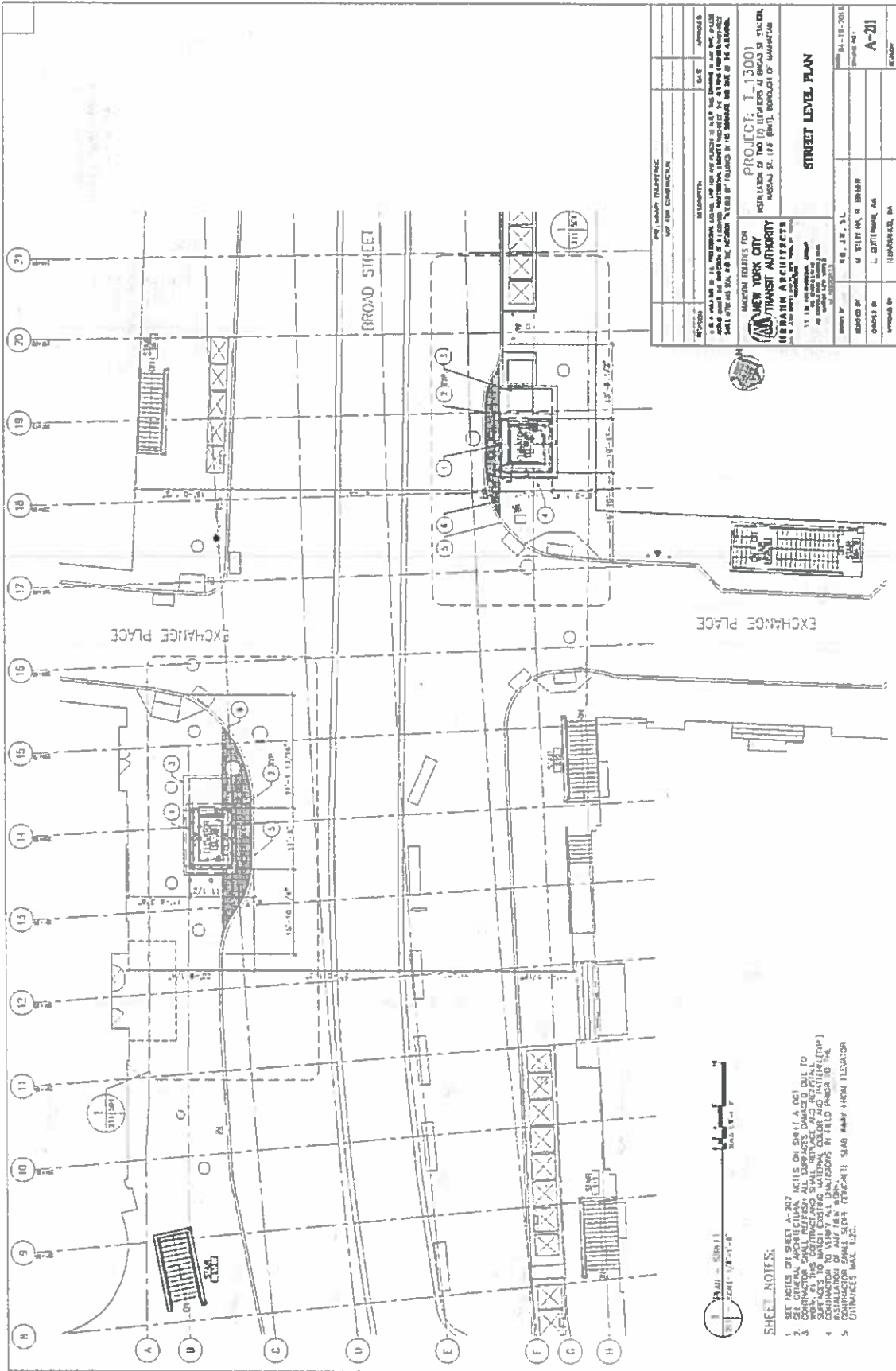


2 KEY PLAN - PLATFORM LEVEL
SCALE: 1/8" = 1'-0"



3 KEY PLAN - UNDERPASS LEVEL
SCALE: 1/8" = 1'-0"

PROJECT	NO. 100 CONSTRUCTION	DATE	APPROVED
REVISION	DESCRIPTION	DATE	BY
<p>MAJOR NOTES FOR PROJECT: T-13001 REVISIONS OF THE (1) REVISIONS AT 1000 ST. STREET BROAD ST. USE (LEFT) SIDEWALK OF UNDERPASS STREET, PLATFORM AND UNDERPASS LEVEL.</p>			
<p>NEW YORK CITY TRANSIT AUTHORITY</p>		<p>PROJECT: T-13001 REVISIONS OF THE (1) REVISIONS AT 1000 ST. STREET BROAD ST. USE (LEFT) SIDEWALK OF UNDERPASS STREET, PLATFORM AND UNDERPASS LEVEL.</p>	
<p>DESIGNED BY M. STEIN, H. H. HARRIS</p>		<p>DATE: 04-18-2010</p>	
<p>CHECKED BY L. CLUTTERBUCK, AS</p>		<p>SCALE: A-201</p>	
<p>APPROVED BY [Signature]</p>		<p>PROJECT NO. T-13001</p>	

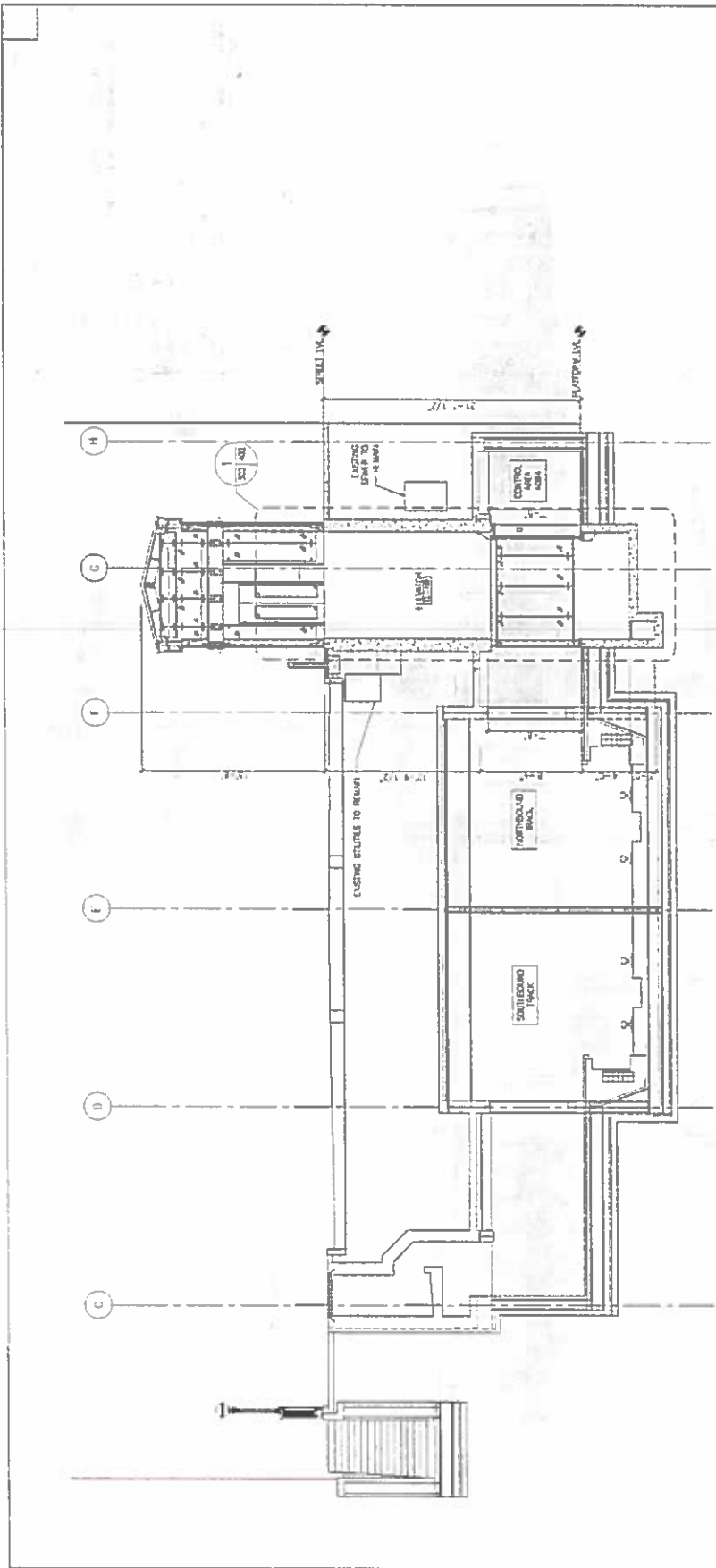


PROJECT NO.	13001
DATE	APPROVED
DESIGNED BY	U.S. DEPARTMENT OF TRANSPORTATION
DRAWN BY	U.S. DEPARTMENT OF TRANSPORTATION
CHECKED BY	U.S. DEPARTMENT OF TRANSPORTATION
APPROVED BY	U.S. DEPARTMENT OF TRANSPORTATION
PROJECT TITLE	STREET LEVEL PLAN
PROJECT LOCATION	19th Street Station, New York City
SCALE	AS SHOWN
DATE	10-19-2018
PROJECT NO.	A-21

19th St Station
 10/19/18

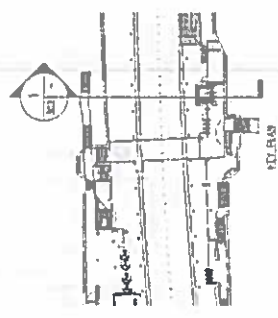
- SHEET NOTES:**
- SEE NOTES OF SHEET A-207
 - SEE GENERAL ARCHITECTURE NOTES ON SHEET A-100
 - WORK SHALL BE CONSTRUCTED AND SHALL REPLACE AND BE IDENTICAL TO EXISTING CONDITIONS UNLESS OTHERWISE NOTED
 - REVISIONS TO THIS DRAWING SHALL BE IDENTIFIED BY FIELD NUMBER AND DATE
 - UNLESS OTHERWISE NOTED

U.S. DEPARTMENT OF TRANSPORTATION
 METRO-NORTH RAILROAD
 19th Street Station, New York City



PROJECT: T 1300 NEW YORK CITY TRANSIT AUTHORITY LIBERMAN ARCHITECTS 1515 AVENUE C NEW YORK, NY 10018	DESIGNED BY M. STEIN, P.E., R. HARRIS L. COTTRELL, AIA R. B. JENKINS, S.E. R. B. JENKINS, S.E.	DATE APPROVED 04-19-2018
CROSS SECTION THROUGH NORTHBOUND ELEVATOR	PROJECT NO. A-302	DATE 04-19-2018
PRELIMINARY DRAWING NOT FOR CONSTRUCTION	DESIGNED BY	DATE
REVISIONS	CHECKED BY	DATE
	APPROVED BY	DATE

SECTION
1
T 1300
T 1300
SCALE 1/4" = 1'-0"



CL. 1300

EXHIBIT F

Wall Street Station Improvements



- LEGEND**
- [Symbol] METROCARD VENDING MACHINE (MVM)
 - [Symbol] METROCARD EXPRESS MACHINE (MEM)
 - [Symbol] METROCARD READER (MR)
 - [Symbol] ADA FARE ACCESS SYSTEM (AFAS)
 - [Symbol] TURNSTILE (T.S.)
 - [Symbol] END CONSOLE (E.C.)
 - [Symbol] CONSOLE BOX (C.BOX)
 - [Symbol] AGENT OPERATED GATE (A.O.G.)
 - [Symbol] EMERGENCY GATE (E.G.)
 - [Symbol] HIGH EXIT TURNSTILE (HET)
 - [Symbol] HIGH ENTRY/EXIT TURNSTILE (HEET)

PROPOSAL
CONTROL AREA NO. R204 R204B R204C

BOOTH	RELOCATE	EXIST.	REMOVE
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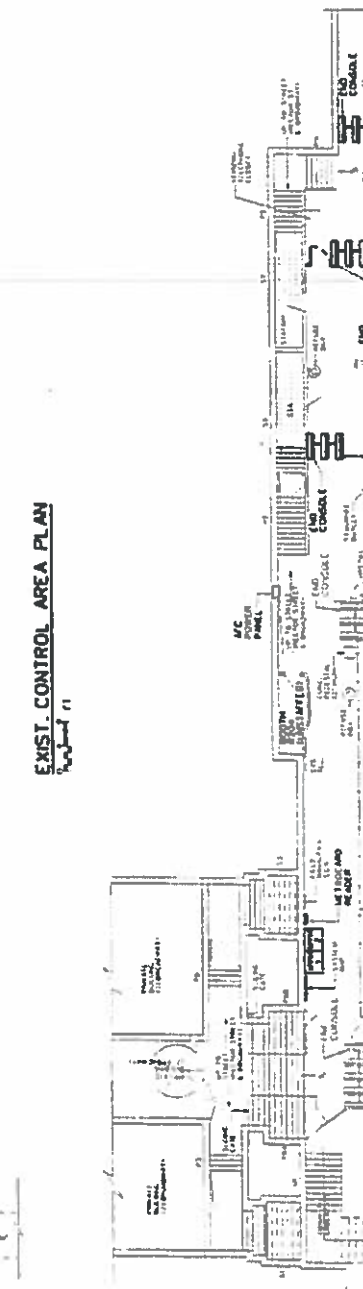
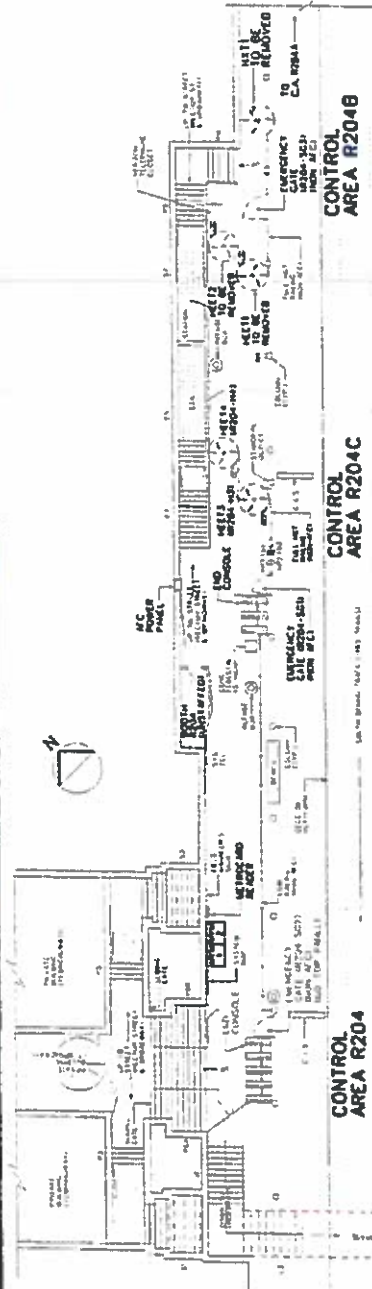
STATION MASTER REFERENCE NO. 413

New York City Transit

CONTROL AREA PLAN

AFC EQUIPMENT MAINTENANCE

PROJECT DESIGN ENGINEER PROJECT NUMBER
SCALE AS SHOWN DRAWING NO. 5130
DATE: JANUARY 24, 2010 DESIGNER: S. BARTISCH



PROPOSED AFC OPERATIONAL SCHEMATIC DRAWING

CONTROL AREA R204, R204B, R204C - WALL ST. STA. LEX. AVE. LINE, IRT

Printed on: 10-11-09 10:47 AM CT CAD 74 Locations: SCHRIER/PACER/SPEC

DESIGNED BY: S. BARTISCH, P.E.
CHECKED BY: S. BARTISCH, P.E.

LEGEND

- METROCARD VENDING MACHINE (MVM)
- METROCARD EXPRESS MACHINE (MEM)
- METROCARD READER (MCR)
- ADA FARE ACCESS SYSTEM (AFAS)
- TURNSTILE (T.S.)
- END CONSOLE (E.C.)
- CONSOLE BOX (C.BOX)
- AGENT OPERATED GATE (A.O.G.)
- EMERGENCY GATE (E.GATE)
- EMERGENCY EXPRESS GATE (E.E.G.)
- HIGH ENTRY/EXIT TURNSTILE (HEET)
- HIGH EXIT TURNSTILE (HET)
- POWER CIRCUIT
- COMMUNICATIONS CONDUIT
- JUNCTION BOX
- TALK-BACK SYSTEM (TBS)
- CCTV CAMERA (CCAM)
- HELP POINT
- CUSTOMER INFORMATION CENTER
- CUSTOMER INFORMATION SCREEN
- DY THE GO
- ACCESS NODE

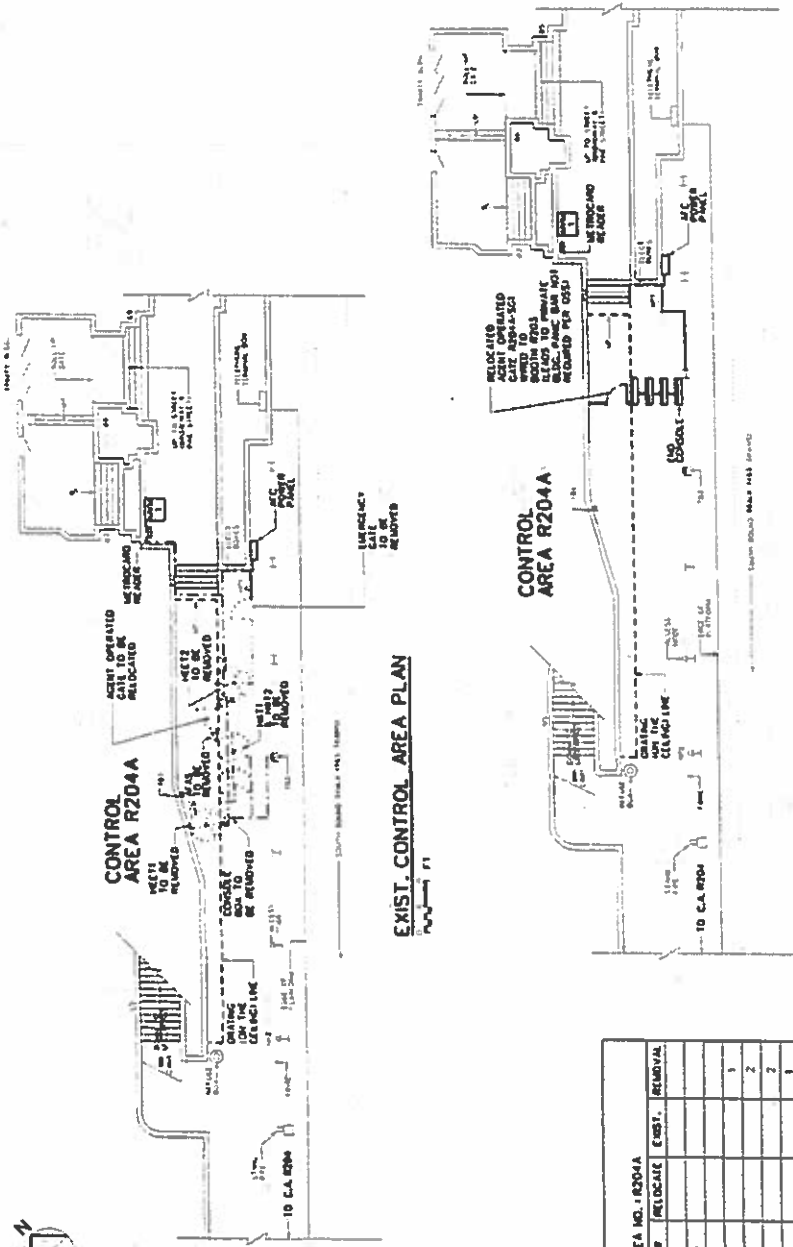
STATION MASTER REFERENCE NO. 413



CONTROL AREA PLAN

AFC EQUIPMENT MAINTENANCE

P.L.
PROJECT DESIGN NUMBER
SCALE AS SHOWN
DATE: JANUARY 25, 2017
DRAWING NO.: R204A



PROPOSED CONTROL AREA PLAN (OPTION-1)

PROPOSED AFC OPERATIONAL SCHEMATIC DRAWING

PROPOSAL		CONTROL AREA NO. R204A		REMOVAL	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1	BOOTH	1	T.S.	1	E.C.
2	T.S.	2	C.BOX	2	HEET
3	E.C.	3	MVM	3	MEM
4	C.BOX	4	HEET	4	A.O.G.
5	HEET	5	MEM	5	AFAS
6	A.O.G.	6	E.GATE	6	E.E.G.
7	AFAS	7	E.E.G.	7	T.S.
8	E.GATE	8	E.E.G.	8	HEET
9	E.E.G.	9	HEET	9	HEET
10	HEET	10	HEET	10	HEET

CONTROL AREA R204A - WALL STREET STATION, LEXINGTON AVE. LINE, IRT

04 (R) REVISED: 12/2014

DATE OF BOARDING: 12/2014
DRAWN BY: S. BASTIEN
REVIEWED BY: S. BASTIEN

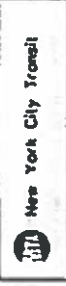
PROJECT NO. R204A
SCALE AS SHOWN
DATE: JANUARY 25, 2017
DRAWING NO.: R204A

LEGEND

- METROCARD VENDING MACHINE (MVM)
- METROCARD EXPRESS MACHINE (MEX)
- METROCARD READER (MCR)
- ADA FARE ACCESS SYSTEM (AFAS)
- TURNSTILE (T.S.)
- END CONSOLE (E.C.)
- CONSOLE BOX (C.BOX)
- AGENT OPERATED GATE (A.O.G.)
- EMERGENCY GATE (E.GATE)
- EMERGENCY EXPRESS GATE (E.E.G.)
- HIGH ENTRY/VENT TURNSTILE (H.E.V.T.)
- HIGH EXIT TURNSTILE (H.E.T.)

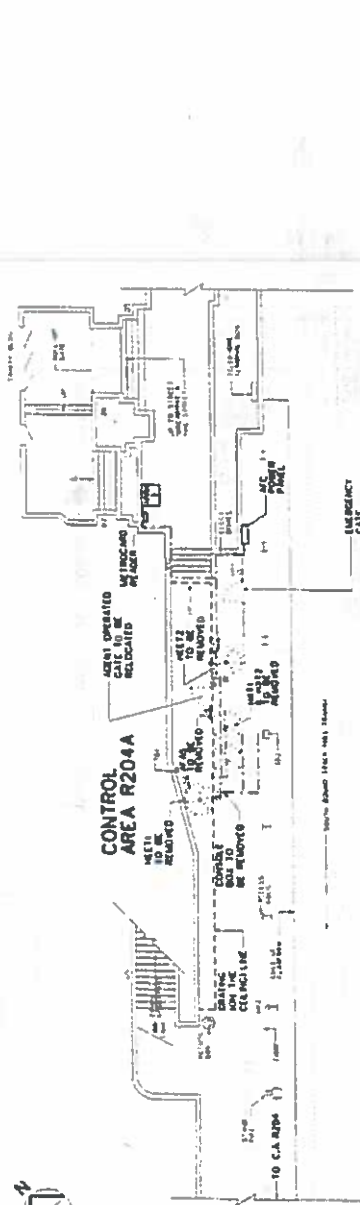
- POWER CIRCUIT
- COMMUNICATIONS CABINET
- JUNCTION BOX
- FARE BACK SYSTEM (FBS)
- CCTV CAMERA (C.C.M.)
- HELP POINT
- CUSTOMER INFORMATION CENTER
- ON THE GO
- ACCESS NODE

STATION MASTER REFERENCE NO. 413

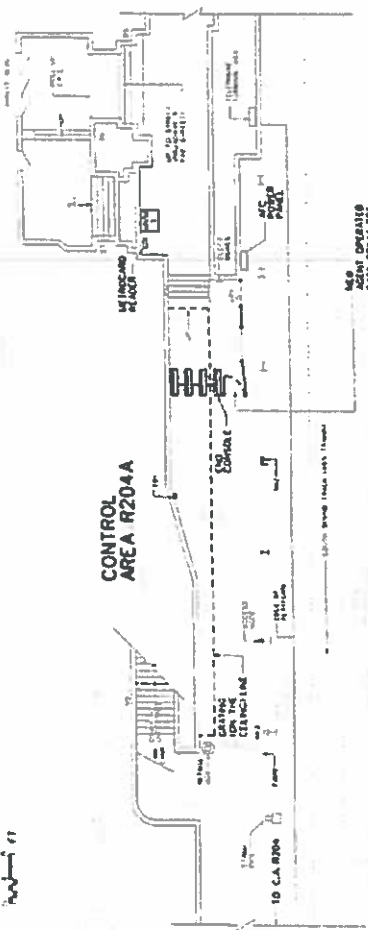


CONTROL AREA PLAN

AFC EQUIPMENT MAINTENANCE
 PROJECT REGION MANAGER
 SCALE AS SHOWN
 DATE: JANUARY 25, 2007



EXIST. CONTROL AREA PLAN



PROPOSED CONTROL AREA PLAN (OPTION-B)

AGENT OPERATED GATE 400-A-101
 400-B-101
 400-C-101
 400-D-101
 400-E-101

PROPOSED AFC OPERATIONAL SCHEMATIC DRAWING

PROPOSAL		CONTROL AREA NO. R204A	
NO.	DESCRIPTION	RELOCATE	REMOVE
1	T.S.	1	0
2	E.C.	1	0
3	C.BOX	1	0
4	MET	2	0
5	MVM	2	0
6	MEX	1	0
7	MCR	1	0
8	A.O.G.	1	0
9	FBS	3	0
10	E.GATE	1	0
11	E.E.G.	2	0
12	H.E.V.T.	2	0
13	H.E.T.	1	0

CONTROL AREA R204A	
DEVICE	QTY
MET	2
E.GATE	2
E.E.G.	1

CONTROL AREA R204A - WALL STREET STATION, LEXINGTON AVE. LINE, RT

On 1/25/07, 10:00 AM

DRAWN BY: S. PARKIN, P.E.
 CHECKED BY: E. BASICH, P.E.

LEGEND

- METROCARD VENDING MACHINE (MVM)
- METROCARD EXPRESS MACHINE (MEM)
- METROCARD READER (MCR)
- ADA FARE ACCESS SYSTEM (AFAS)
- TURNSTILE (T.S.)
- FARE CONSOLE (F.C.)
- CONSOLE BOX (C.BOX)
- AGENT OPERATED GATE (A.O.G.)
- EMERGENCY GATE (E.GATE)
- EMERGENCY EXPRESS GATE (E.E.G.)
- HIGH ENTRY/EXIT TURNSTILE (HEET)
- HIGH EXIT TURNSTILE (HET)
- POWER CONDUIT
- COMMUNICATIONS CABINET
- JUNCTION BOX
- TAPE BACK SYSTEM (TBS)
- DR • CCTV CAMERA (CAM)
- HELP POINT
- CUSTOMER INFORMATION CENTER
- CUSTOMER INFORMATION SCREEN
- CA-T&E DO
- ACCESS NODE

STATION MASTER REFERENCE NO. 413

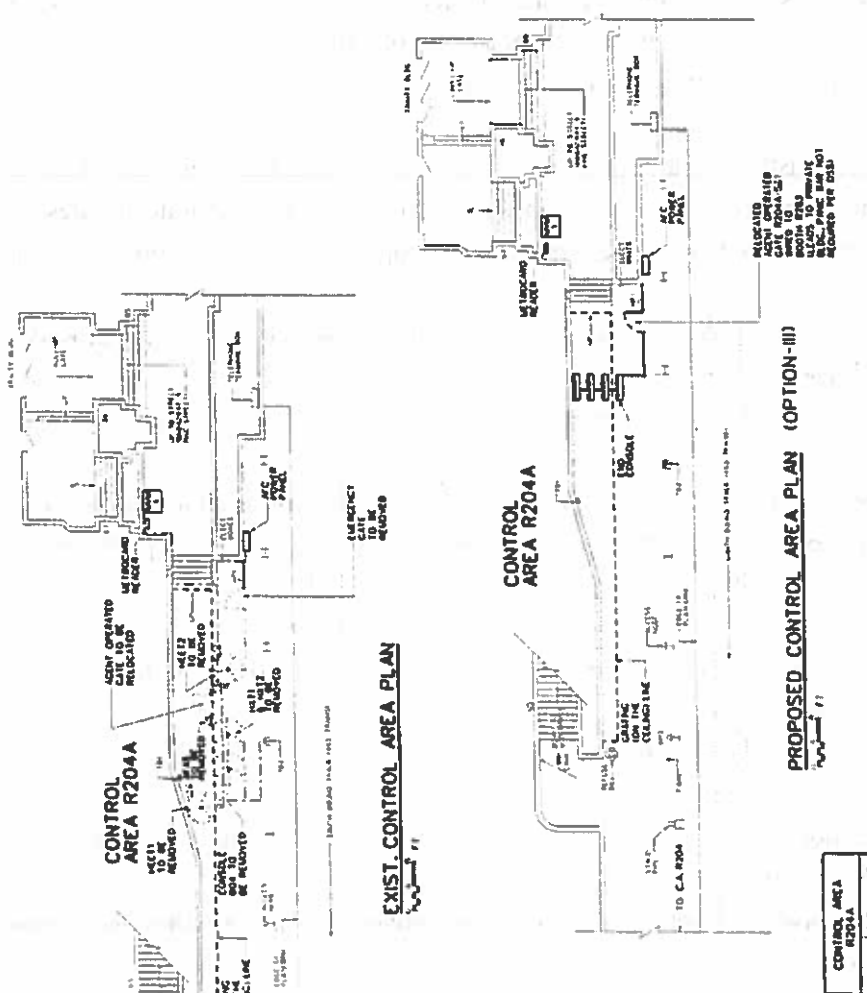


New York City Transit

CONTROL AREA PLAN

AFC EQUIPMENT MAINTENANCE

PROJECT NO. 54099
 DATE: JANUARY 25, 2017
 PROJECT DESIGN NUMBER: 54099-01
 DRAWING NO.: R204A



PROPOSED AFC OPERATIONAL SCHEMATIC DRAWING

CONTROL AREA R204A			
NO.	DESCRIPTION	QTY	UNIT
1	AGENT OPERATED GATE	1	AG
2	EMERGENCY GATE	2	EG
3	EMERGENCY EXPRESS GATE	3	EEG
4	HIGH ENTRY/EXIT TURNSTILE	4	HEET
5	HIGH EXIT TURNSTILE	5	HET
6	POWER CONDUIT	6	PC
7	COMMUNICATIONS CABINET	7	CC
8	JUNCTION BOX	8	JB
9	TAPE BACK SYSTEM	9	TBS
10	CCTV CAMERA	10	CAM
11	HELP POINT	11	HP
12	CUSTOMER INFORMATION CENTER	12	CIC
13	CUSTOMER INFORMATION SCREEN	13	CIS
14	CA-T&E DO	14	CA-T&E DO
15	ACCESS NODE	15	AN

CONTROL AREA R204A: WALL STREET STATION, LEXINGTON AVE. LINE, RT

Doc. No. R204A

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PROPOSAL			
CONTROL AREA NO.	NEW	RELOCATE	EXIST. / REMOVAL
FOOT	1	0	0
T.S.	3	0	0
E.C.	1	0	0
C.BOX	1	0	0
HEET	2	0	0
MVM	1	0	0
MCR	1	0	0
A.O.G.	1	0	0
E.GATE	2	0	0
E.E.G.	3	0	0
PC	2	0	0
CC	2	0	0
JB	2	0	0
TBS	1	0	0
CAM	1	0	0
HP	1	0	0
CIC	1	0	0
CIS	1	0	0
CA-T&E DO	1	0	0
AN	1	0	0

DESIGNED BY: S. PASTOR, P.E.

CHECKED BY: S. RASTON, P.E.

EXHIBIT G

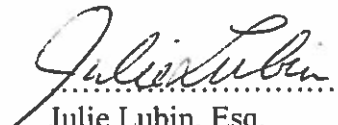
Additional Scope Items

- Flood protection at street level for both sidewalk elevators
- New York City Department of Transportation (DOT) to approve final dimensioned location of sidewalk elevators and location of bollards; adjust as necessary.
- Madison responsible to pay for any NYCT "General Orders" required for construction (service shut-down or re-routing)
- Any stairs, vents or mechanical closing devices temporarily closed during construction must be cleaned and repaired as necessary prior to reopening
- Madison to install additional bollards to those shown on 3/26/18 drawings (subject to DOT approval)
- Madison responsible for all costs associated with relocating any Transit Wireless equipment
- A design for support of excavation and demolition to be provided during design phase
- Alternate method to driving sheet piles to be proposed and developed during the design phase.
- New vent bays must be installed within the station to replace any vents closed as a result of the elevator project construction and must include flood protection.
- In addition to the CCTV equipment shown on the drawings, Madison to provide two cameras and two intercoms for remote AFAS gate monitoring.
- New Themis CCTV server with Genetec licenses to be provided to support the new equipment needed for the elevator (if the existing server does not support the capabilities needed for the elevator).
- Extend existing PSLAN infrastructure by installing application nodes in the area of work.
- Install and configure (N) Cisco 3850 switch inside Application Cabinet in Comm room if required for the elevator work.
- Replace (E) Nortel 1648 with switch Cisco IE-5000 and IE-4010 inside Data Cabinet if required for the elevator work.
- Madison responsible to manufacture and install all station signage pending NYCT Station Signage review and approval
- ~~Provide low turnstiles at the fare array at the south end of the southbound platform (control area #A085)~~

Honorable Marisa Lago, Chair
Application No.: C 180063 ZSM (L.U. No. 84)
June 5, 2018
Page 71 of 71

Please feel free to contact me at (212) 482-5185 if you or your staff have any questions in the regard.

Sincerely,



Julie Lubin, Esq.
General Counsel

JL:mcs

RECEIVED BY: _____

DATE: _____


TIME: _____

C: Members, City Planning Commission
Raju Mann, Director, Land Use Division
Amy Levitan, Deputy Director
Liz Lee, Project Manager
Anita Laremont, Esq., DCP
Danielle J. DeCerbo, DCP
File

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Page 71 of 71

Please feel free to contact me at (212) 482-5185 if you or your staff have any questions in the regard.

Sincerely,


Julie Lubin, Esq.
General Counsel

JL:mcs

RECEIVED BY: Marcelo Lopez

DATE: May 6, 2018

TIME: 9:10 AM

C: Members, City Planning Commission
Raju Mann, Director, Land Use Division
Amy Levitan, Deputy Director
Liz Lee, Project Manager
Anita Laremont, Esq., DCP
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File