CONDOMINIUM OFFERING PLAN

PARAGON CONDOMINIUM

Property Located at:
45-40 Vernon Boulevard
Long Island City, NY 11101
Queens County

THE OFFERING PRICE OF:

ONE HUNDRED EIGHTY SIX (186) RESIDENTIAL UNITS	$297,560,000.00
THREE (3) NON-RESIDENTIAL UNITS	$12,450,000.00
FOR A TOTAL INITIAL OFFERING PRICE OF	$310,010,000.00

The Condominium will consist of One Hundred Eighty Six (186) Residential Units and Three (3) Non-Residential Units which are being offered for sale pursuant to this offering.

SPONSOR	SELLING AGENT
ZDJ VERNON LLC	SERHANT LLC
60 CUTTER MILL ROAD, SUITE 405	372 WEST BROADWAY
GREAT NECK, NY 11021	NEW YORK, NY 10012

The Date of Acceptance for Filing is _____.
This Offering Plan may not be used after _____, unless extended by amendment.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY APPROVED THIS OFFERING.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE OFFERING PLAN HAS BEEN CONSUMMATED, THIS OFFERING PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR.

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS OFFERING PLAN (SEE THE SPECIAL RISKS SECTION OF THIS OFFERING PLAN)

THIS OFFERING PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE i.

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PART I
SPECIAL RISKS

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THESE OFFERING MATERIALS CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT. THE FOLLOWING IS A SUMMARY OF CERTAIN SPECIAL RISK CONSIDERATIONS IN CONNECTION WITH THE OFFERING PLAN BUT IS NOT INTENDED TO SUMMARIZE ALL MAJOR FEATURES OF THE OFFERING PLAN. PROSPECTIVE PURCHASERS ARE URGED TO READ THE FOLLOWING SPECIAL RISK FACTORS IN CONJUNCTION WITH THE OFFERING PLAN FOR A DISCUSSION OF THESE AND OTHER IMPORTANT ASPECTS OF THIS CONDOMINIUM OFFERING.

1. Sponsor reserves the right to designate all Residential members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new members of the Board of Managers not designated by Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

2. Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

   The By-Laws do not require that a majority of the Board of Managers be owner-occupants who

are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium. See the sections "Rights and Obligations of the Sponsor" and "Control by The Sponsor" set forth in Part I of the Offering Plan.

3. Sponsor has obtained financing from ELITE 18 LLC, 45 North Station Plaza, Suite 214, Great Neck, NY 11021. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units. See the section "Terms of Sale" set forth in Part I of the Offering Plan.

4. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

   Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

   Limited Common Elements are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

   See the sections "Description of Property and Improvements" and "Schedule A" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," "Floor Plans," and "Declaration" set forth in Part II of the Offering Plan.

5. Each Residential Unit will have a refrigerator/freezer, dishwasher, washer and dryer, and range with oven and hood. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. In no event shall the presence of any furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments, or carpeting ("FFE") in any portion of the Building or Units set forth in any advertisements, marketing materials, renderings, or websites used in connection with the sales and marketing of the Units, or displayed in any model Unit, imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

6. New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with greater than six stories above grade, have their exterior walls and appurtenances inspected periodically. FISP reports are due once in five-year cycles. Once a new building is issued the first temporary Certificate of Occupancy, the five-year "grace period" begins. After this five-year period is over, the building must file during the next applicable cycle. The report will deem the façade Safe, SWARMP, or Unsafe; SWARMP stands for Safe With a Repair and Maintenance Program, Unsafe indicates problems that threaten public safety and requires protection (sheds or fences) be immediately installed. The obligation to comply with FISP shall be solely on the Board of Managers during and after the Sponsor Control Period. Sponsor shall have no responsibility or obligation to organize such inspections. The cost of retaining a Qualified Exterior Wall Inspector to perform the inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future; this item is not budgeted for the First year of Operations and may be funded from the Reserve Fund, Working Capital Fund, a future line item in the budget, or by special assessment. The cost of retaining a Qualified Exterior Wall Inspector is currently approximately $15,000; Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Board of Managers will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

7. There are lot line windows in the Building located on the south elevation in Units 3Q, 4Q, 5F, and 6I-19I. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements

on adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on these facades of the Building may be required to be in-filled with fire-rated construction, the costs of which would be borne by all of the Residential Unit Owners as a Residential Common Expense. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. The current estimated costs of such work is approximately $10,000 for each lot line window. The Board of Managers shall make all decisions pertaining the façade and lot line windows. It will be the responsibility of any affected Residential Unit Owners to refinish the interiors of their Units. In the event an adjacent parcel is developed and requires lot line windows to be sealed, Sponsor, for so long as there are any Unsold Units, shall promptly amend the Offering Plan and shall inform affected Purchasers; Sponsor shall have no liability for the inability to include unsealed lot line windows in the Unit or a Common Element and Purchasers shall not have the right to rescind any Purchase Agreement based on the failure of Sponsor to include an unsealed lot line window in the Unit or a Common Element. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," set forth in Part II of the Offering Plan.

8. New York City Local Law 97 of 2019 requires most buildings over 25,000 square feet to meet new greenhouse gas emissions limits beginning in 2024, with stricter limits coming into effect in 2030 with the goal to reduce the emissions produced by the New York City's largest buildings 40 percent by 2030 and to net zero by 2050. Local Law 97 applies to the Building. Sponsor anticipates the Building complies with Local Law 97 requirements, including stricter limits in effect in 2030 and 2050. Buildings that fail to meet compliance standards may be subject to steep fines and penalties, which may increase Common Charges; Purchasers should discuss this with their attorneys prior to executing the Purchase Agreement. The Board of Managers, or the Managing Agent, will be required to make annual filings reporting energy consumption on the Property; excessive consumption by Unit Owners may result in steep fines and penalties. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

9. The Property is located within a waterfront block, as defined by Section 62-11 of the Zoning Resolution of the City of New York and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution. The Property is located in the Waterfront Access Plan Q-1: Northern Hunters Point set forth in Section 62-951 of the Zoning Resolution. In order to develop the Property, a Visual Corridor and Waterfront Public Access Area is required pursuant to Section 62-51 and 62-951(e)(8) of the Zoning Resolution. An application for this Visual Corridor and Waterfront Public Access Area has been submitted to the New York City Department of City Planning Chairperson as Application No. 240337ZCQ and dated April 30th, 2024; the New York City Department of City Planning certified the application on November 7, 2024; Sponsor was required to place a restrictive declaration on the Property as a condition of the application. The rights and obligations conferred by the Declaration and the By-laws are expressly subject and subordinate to the terms of that certain restrictive declaration by Sponsor dated as of September 16, 2024 and recorded in the City Register's Office on October 23, 2024 as CRFN 2024000276304; see the "WPAA Restrictive Declaration" set forth in Part II of the

Offering Plan. New York City and the general public have a perpetual and non-exclusive public access easement over the Waterfront Public Access Area open to the public from 6 a.m. to 1 a.m. every day. The Waterfront Public Access Area is a Common Element of the Condominium. In addition, Sponsor has executed a maintenance and operation agreement with the New York City Department of Parks and Recreation that is an exhibit of the aforementioned restrictive declaration. The maintenance agreement requires the Condominium to fund the ongoing operation and maintenance of the Waterfront Public Access Area. The Board of Managers, on behalf of the Condominium, shall be responsible for cleaning, snow removal, landscape maintenance, utilities, repairs and replacement of benches, walls, barriers, fencing, pavement, signage, painting, plant materials, and trees required for the operation of the Waterfront Public Access Area; this has been budgeted as part of the Labor, Repairs Maintenance, & Supplies, and Service Contracts line items in Schedule B. See the sections "Description of Property and Improvements", "Schedule B", and "Rights and Obligations of Unit Owner and The Board of Managers" set forth in Part I of the Offering Plan.

10. The Property is located within Flood Zone AE as determined by the National Flood Insurance Program. This is defined as special flood hazard areas subject to inundation by the 1% annual chance flood which is the flood that has a 1% chance of being equaled or ceded in any given year. The Condominium will be required to carry flood insurance by FEMA regulations or purchasers' lenders, and the cost for this is included in Schedule B. See the section "Description of Property and Improvements" set forth in Part I of the Offering Plan.

11. Environmental Remediation

The Property's history includes use as a four-story paint factory, three-story garage and office, and three-story warehouse. During testing, Isopropylbenzene, Ethylbenzene, Lead, Methylene chloride, Benzo(a)pyrene, Mercury, and Xylene was detected at elevated concentrations. Site-Specific (Track 4) Soil Cleanup Objectives were established. Remediation included: (i) excavation and off-site disposal of grossly-contaminated soil that exceeded the Soil Cleanup Objectives established by the New York State Department of Environmental Conservation site-specific standards; (ii) closure of the remaining underground storage tanks by removal or abandonment in place; (iii) backfill of excavated areas with clean fill; (iv) dewatering, treatment and off-site disposal of contaminated groundwater to facilitate excavation; (v) treatment of Volatile Organic Compounds in groundwater; (vi) installation of five automatic Light Non-Aqueous Phase Liquid recovery well pumps at property boundaries where the Light Non-Aqueous Phase Liquid plume extended off-Site and underneath the warehouse; and (vii) installation of an approximate two-foot thick site-wide composite cover system; additionally, nine new groundwater monitoring wells were installed as required by the New York State Department of Environmental Conservation. A Certificate of Completion was issued by the New York State Department of Environmental Conservation on December 16, 2016, the Site met the Track 4 Site-Specific Soil Cleanup Objectives which is protective of public health and the environment for its planned use.

Institutional Controls and Engineering Controls are required. Use restrictions are imposed on the Property including prohibitions on groundwater use, farming, or vegetable gardening in order to prevent future exposure pathways. Exposure to any remaining contamination in the soil is prevented by a composite cover system consisting of concrete building slabs, concrete pavement, asphalt, or recycled concrete aggregate. To recover Light Non-Aqueous Phase

Liquid that may be present, a Light Non-Aqueous Phase Liquid recovery system was installed comprised of five automated pumps and 55-gallon Light Non-Aqueous Phase Liquid storage drums; the New York State Department of Environmental Conservation approved shutting down the Light Non-Aqueous Phase Liquid recovery system in a letter dated January 12, 2018. In-situ Chemical Oxidation injection program will be implemented based on the presence of residual Volatile Organic Compounds.

The Property is subject to oversight by the New York State Department of Environmental Conservation; an "Environmental Easement" was granted on October 27, 2015 pursuant to a Brownfield Cleanup Agreement that requires compliance with Institutional and Engineering Controls as listed in the Site Management Plan. Monitoring includes annual inspections by a Qualified Environmental Professional of the composite cover system, annual site-wide inspections, quarterly monitoring of monitoring wells, and as needed inspections performed in the event of an emergency or severe weather. Reporting, by a Qualified Environmental Professional, to the New York State Department of Environmental Conservation is required for quarterly progress reports and annual groundwater monitoring and periodic review reports. Sponsor intends to utilize Roux Associates Inc, 209 Shafter Street, Islandia, NY 11749, as the Qualified Environmental Professional for all inspections and reporting; Roux Associates Inc. was founded over 40 years ago and managed the cleanup of large, complex environmental remediation projects, including Superfund sites, chemical and manufacturing plants, and petroleum refineries and distribution terminals.

Sub-Slab Depressurization System (SSDS)

Sponsor will install, before the foundation is poured, an active Sub-Slab Depressurization System (SSDS) that consists of a network of horizontal pipe set in the middle of a gas permeable layer immediately beneath the concrete slab and vapor barrier system. The horizontal piping connects to a pipe that penetrates the slab and travels through the Building to the roof. The pipe will be finished at the roof line with a goose neck pipe to prevent rain infiltration. The active SSDS will be hardwired and will include a pressure gauge and alarm located in an accessible area in the basement. Six sampling ports will be utilized to measure the pressures imposed upon the subsurface within the building footprint. The active SSDS must be inspected and its performance certified at specified intervals defined in the Site Management Plan.

Prior to startup of the SSDS, differential pressure testing of the SSDS will be conducted as per NYSDOH requirement and six vapor samples will be collected from the six permanent vapor probes installed within the composite cover. Monthly vacuum gauge readings shall be recorded on the monthly inspection checklist by the Managing Agent or Board of Managers. The components of the active SSDS must be inspected annually by a Qualified Environmental Professional to assure that the active SSDS is functioning properly. An annual Periodic Review Report should be submitted to the New York State Department of Environmental Conservation. A minimum of one year is required for the operation and maintenance of the active SSDS. The active SSDS could be converted into a passive SSDS after sub-slab vapor samples have been obtained and analyzed. A Professional Engineer or Qualified Environmental Professional will need to petition the New York State Department of Environmental Conservation requesting that the active SSDS be converted to a passive SSDS and if approved, the system monitoring will no longer be required. The ongoing costs of

compliance with all matters related to the environmental remediation after the first Unit Closing shall be at the expense of the Condominium; this expense has been budgeted and can be found in Schedule B under Service Contracts.

Following initial startup of the active SSDS, monthly inspections require recording of the vacuum gauge reading. If the blower is found to be non-operational during a monthly inspection, or if the blower is operating, but no vacuum reading is observed on the vacuum gauge, the blower must be replaced or repaired. An emergency contact list must be maintained in a package secured to the SSDS discharge pipe. The audible/visual alarm must be inspected to make sure it has not been triggered, and that the vacuum gauge depicts a vacuum reading of approximately 1.0 inches of water or greater. All completed monthly SSDS Inspection Checklist are to be kept on site for the annual inspection to be performed by the Qualified Environmental Professional. Results of inspections performed during a reporting period and certification of performance of all Engineering Controls and Institutional Controls must be included in an inspection and Periodic Review Report to be submitted every year for the prior calendar year.

Obligations and Costs to Unit Owners and the Unit Owner-Controlled Board of Managers

The Board of Managers will be responsible for performing inspections, preventing breaches to the systems, repairing or replacing the protective systems, filing reports, obtaining certifications, and complying with the requirements of the Site Management Plan. During the Sponsor Control Period, Sponsor will perform these duties on behalf of the Board of Managers. However, once the Board of Managers is transferred to Unit Owners, the Unit Owner-controlled Board of Managers shall be responsible for complying with all provisions of the Site Management Plan. Unit Owners may not violate the Site Management Plan and must abide by any restrictions, including without limitation a restriction on vegetable gardening on the Property.

For more details and to view the publicly available documents, Purchasers and Unit Owners can visit the following website:

https://extapps.dec.ny.gov/data/DecDocs/C241108/

Documents are also available upon request to the Board of Managers. Sponsor will provide the Board of Managers the Site Management Plan.

See the sections “Description of Property and Improvements” and “Rights and Obligations of Unit Owner and The Board of Managers” set forth in Part I of the Offering Plan.

12. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. Sponsor and principals of Sponsor do not own, in whole or part, or have an option or right to acquire, in whole or part, any adjacent properties which are not fully developed. If any material change in the immediate vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change. See the section “Location and Area Information” set forth in Part I of the

Offering Plan.

13. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Offering Plan. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Offering Plan, and in Exhibit B to the Declaration set forth in Part II of this Offering Plan are approximate and are subject to immaterial construction tolerances and variances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit. See the section "Schedule A" set forth in Part I of the Offering Plan.

14. The estimated insurance expense is based upon a quote that projects rates for the First Year of Operations. However, because conditions in the insurance marketplace are volatile, it is not possible to predict exactly what the premiums will be during this time. Purchasers should be aware of the possibility of rate increases. In addition, if a partial TCO is obtained, as opposed to a TCO for the whole Building, the estimated cost of insurance for the same coverage proposed is estimated to be four times higher. See the section "Schedule B" set forth in Part I of the Offering Plan.

15. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Operations. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained; in the event Working Capital Funds are insufficient to pay for a retainer or invoiced services, a special assessment may be assessed against the Units. See the section "Schedule B" set forth in Part I of the Offering Plan.

16. The Building contains three Non-Residential Units. Subject to compliance with all laws, including, without limitation, the Certificate of Occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-

Residential Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes. Examples of commercial uses include, but are not limited to, a retail store, pharmacy, school, laundromat, and bank. Examples of community facility uses include, but are not limited to, a school, religious institution, library, medical center, day care, non-commercial recreation centers, non-commercial art gallery, and a museum.

The Common Charges payable by Non-Residential Unit Owners shall be sufficient to cover the expenses attributable to said Units. Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article 9 of the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration as provided in Article 16 of the By-Laws. Since a Non-Residential Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to commercial use of a Non-Residential Unit shall not impact the budget for the Condominium. Any increase in expenses for services provided to the Residential Units, but which are not utilized by a Non-Residential Unit, or services which are provided to a Non-Residential Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by a Non-Residential Unit Owner or by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge to either party. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Non-Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

A Non-Residential Unit Owner has certain special rights under the Declaration; it is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium. Except to the extent inconsistent with the By-Laws or prohibited by law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive

or shared use, and the overall dimensions of the particular Unit; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made.

The Board of Managers and the Residential Unit Owners will not have any right to restrict or limit any lawful use of a Non-Residential Unit beyond restrictions currently permitted or provided in the Declaration and By-Laws. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. See the By-Laws for restrictions of use of the Non-Residential Units. The Sponsor-Controlled Board shall not be permitted to amend the By-Laws to permit any of the currently impermissible uses of the Non-Residential Units.

In addition, a Non-Residential Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of a Non-Residential Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through a Non-Residential Unit in such manner as shall be reasonably determined by the Board of Managers. Each of the foregoing easements shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of a Non-Residential Unit Owner will not have a material adverse impact upon the Condominium.

See the section "Non-Residential Units" set forth in Part I of the Offering Plan.

17. In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after written notice thereof, or within 30 days after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the Unit will terminate, and Purchaser must vacate the Unit. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the section

"Interim Leases" set forth in Part I of the Offering Plan.

18. At the Closing, Purchaser shall be required to sign and deliver a Power of Attorney covering the Unit in the form contained in Part II of the Offering Plan and pay certain closing fees, costs and adjustments (see the section "Unit Closing Costs and Adjustments"). Failure to sign and deliver a Power of Attorney will be a default by Purchaser. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

19. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as specifically represented in the Offering Plan or Purchase Agreement; as such, Purchasers are urged to ensure material representations are incorporated into the negotiated Purchase Agreement. Purchaser acknowledges it has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this Offering Plan. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, representations that are inconsistent with this Offering Plan or the Purchase Agreement will not affect Sponsor's liability under the Martin Act. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

20. If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. Purchaser is contractually waiving recovery of legal fees and disbursements. These provisions shall survive closing of title or the termination of the Purchase Agreement. **The Attorney General strongly urges you to consult with an attorney before signing a Purchase Agreement.** See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

21. Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

22. Purchasers are advised that all Deposits will be held in the escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC, as escrow agent at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171. The escrow account is titled The Marans Newman Tsolis Nazinitsky Attorney Escrow Account for Paragon Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, duly completed and executed, the Deposit shall remain in a non-interest-bearing account. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

23. Sponsor anticipates that the First Closing will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than June 30, 2028, twelve (12) months after the projected date for the First Closing. If the Offering Plan is amended to provide for a later projected date for the First Closing, Purchasers who sign after the presentation date of such an amendment will be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date. If a Purchaser is offered rescission due to the First Closing not occurring twelve (12) months after the projected date in the Offering Plan, and such Purchaser does not exercise its right to rescind pursuant to the terms of the Offering Plan, then the Purchaser shall similarly be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date.

    However, if the First Closing occurs before July 1, 2027 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, Sponsor may schedule the closing of title to other Units significantly later than such date. Unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain. Provided that Sponsor is otherwise in compliance with its obligations under the Offering Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER

SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

24. The First Year of Operations is estimated to commence July 1, 2027. It is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Closing may occur sooner or later than the projected First Year of Operations, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units. In the event the actual or anticipated commencement date of the First Year of Operations is to be delayed by six (6) months or more, Sponsor will amend the Offering Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Offering Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

25. There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan; any missed deadline is a material breach that would entitle Sponsor to remedies provided in the Purchase Agreement. TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement or bring an action against Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS A REMEDY IN THE EVENT OF A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED

AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING. NOTHING IN THE FOREGOING SHALL ABROGATE A PURCHASER'S RIGHT UNDER APPLICABLE LAW TO CONTEST WHETHER PURCHASER WAS IN DEFAULT.

See the section "Procedure to Purchase" set forth in Part I of the Offering Plan and "Form of Purchase Agreement" set forth in Part II for a statement of all applicable time limitations.

26. The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing may lose the Deposit if they are unable to otherwise raise the monies for the Balance. A Purchaser who requires financing is advised to consult with a lending institution before execution of the Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

    Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of Units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

27. Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

    In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or

abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.
See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

28. Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. This affects all residential real property closings meeting the above criteria and occurring on or after October 10, 2025. The Geographic Targeting Order expires on February 28, 2026 and will be replaced by the reporting requirements of the Anti-Money Laundering Regulations for Residential Real Estate Transfers Rule. A copy of the Order is available here:

    https://www.fincen.gov/system/files/2025-10/RRE-GTO-Order.pdf

    See the section "Procedure to Purchase" set forth in Part I of the Offering Plan.

29. Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute

discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. If Purchaser desires to assign its rights under this Agreement or to take title in a name that differs from that reflected in the Purchase Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor, Purchaser will be required to pay to Sponsor's attorneys a fee in the amount of $1,000.00 for each assignment or change permitted by Sponsor. See the section "Assignment of Purchase Agreements" set forth in Part I of the Offering Plan.

30. The Offering Plan will not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Residential Units offered under the Offering Plan. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. It is still possible for Sponsor to convert the Property with fewer than the minimum number of Residential Units if Purchasers counted toward effectiveness do not ultimately purchase their Units; Sponsor will re-declare the Offering Plan effective if ***all*** Purchasers rescind or otherwise terminated their Purchase Agreements prior to the date of the First Closing, regardless of whether the Declaration has been recorded. See the section "Effective Date" set forth in Part I of the Offering Plan.

31. The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

    The Offering Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Offering Plan is to be abandoned after filing and the Sponsor has accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

    See the section "Effective Date" set forth in Part I of the Offering Plan.

32. Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,750.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor

under the Purchase Agreement and the Offering Plan. The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $350.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $3,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit. See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

33. Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered

commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more and a new supplemental tax where consideration is $2,000,000 or more (collectively, the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at Closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

34. Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. The first month's Common Charges and contribution to the Working Capital Fund and Reserve Fund shall be due at Closing regardless of any delay in the collection of Common Charges. See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

35. To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act.

In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.
See the section "Unit Closing Costs and Adjustments" set forth in Part I of the Offering Plan.

36. No bond or other security has been furnished to secure Sponsor's obligations under the Offering Plan, including, but not limited to, Sponsor's obligations to obtain a final Certificate of Occupancy; Sponsor currently has sufficient funds to fulfill its obligations. Sponsor has the financial resources to complete its obligations under the Offering Plan. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

37. Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium, and, if Sponsor controls the Board of Managers, to provide certified financial statements for the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact

in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

38. Prior to the closing of title to the first Residential Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the Unit. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. For more information, visit the DOB website at:

https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page

See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

39. Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within

twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation. Sponsor will promptly disclose in an amendment to the Offering Plan any refund or credit to be issued to Unit Owners in the event the projected operating expenses exceed the actual operating expenses.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Operations or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

40. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime.

As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium

v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013].

Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan shall be resolved in favor of the latter.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

41. In the event of a patent or latent defect, which is defined as not being designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, Sponsor must be notified of the defect in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if a patent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), within twelve (12) months following the closing of the sale of the Unit to the Unit Owner if a latent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within twelve (12) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a FCO covering the entire Building, or (b) the first Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications. See the section "Rights and Obligations of the Sponsor" set

forth in Part I of the Offering Plan.

42. Neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- noises emanating within Units, from adjacent Units, and from Common Elements shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;

- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, glass (ASTM C1036 defines industry standards for acceptable linear blemishes for glass which in some instances permits scratches up to 6 inches long visible 132 inches away), frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- changes and variations in tone, texture, or color of natural products such as wood or stone, or changes and variations in tone, texture, or color caused by the absorption of liquids or humidity in a natural or porous material;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Purchasers are advised (a) that, to prevent wood flooring in a Unit from being subject to expansion, contraction, cupping, crowning, changes in width, thickness and length, checking, and/or splitting, it is the responsibility of each Unit Owner to maintain room temperature within a range of 60-80F, with relative humidity in a range of 30-50%, (b) that it is the responsibility of each Unit Owner to take precautionary steps to prevent wood flooring from being subject to slight discoloration or unevenness of color due to excessive sunlight or intense lighting.

Purchasers are advised that it is the responsibility of each Unit Owner to take precautionary

steps to prevent natural stone or porous material from being subject to discoloration by following manufacturers' guidelines such as performing regular maintenance in sealing the material, refraining from using cleaning agents that may deteriorate the sealing agents or material, and quickly removing liquids or oily substances in contact with the material.

See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

43. The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not unreasonably obstruct any Unit (other than an Unsold Unit) and complies with applicable law. See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

44. THERE IS NO WARRANTY AS TO VIEW OR LIGHT QUALITY. THE SPONSOR'S OBLIGATION IS TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS, AND ANY CONFLICT BETWEEN THE DISCLOSURES AND THE SPONSOR'S OBLIGATION TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE LATTER. SPONSOR HAS NOT GIVEN AND THE BOARD OF MANAGERS HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES. IN NO EVENT WILL SPONSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, OR OTHERWISE).

NOTHING CONTAINED HEREIN SHALL OBLIGATE SPONSOR TO PAY OR BE LIABLE FOR ANY HOUSING, HOTEL, RELOCATION, OR STORAGE COSTS OR EXPENSES DURING ANY PERIOD OF TIME REQUIRED FOR SPONSOR OR THE GENERAL CONTRACTOR TO FULFILL ANY OBLIGATION UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) UPON SATISFACTORY COMPLETION OF ANY REPAIR OR REPLACEMENT OF ANY DEFECTIVE ITEM OF CONSTRUCTION THAT SPONSOR OR THE GENERAL CONTRACTOR MAY PROVIDE UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR, SPONSOR SHALL BE ENTITLED TO OBTAIN A WRITTEN EXECUTED GENERAL RELEASE THAT ACKNOWLEDGES THE COMPLETION OF THE REPAIR AND/OR REPLACEMENT WORK PERFORMED BY THE SPONSOR OR THE GENERAL CONTRACTOR AND THAT RELEASES SPONSOR FROM ANY FURTHER OBLIGATION IN CONNECTION THEREWITH, AND (B) SPONSOR SHALL NOT BE OBLIGED TO COMMENCE SAID WORK, UNLESS, PRIOR TO SPONSOR OR THE GENERAL CONTRACTOR PERFORMING SAID REPAIR AND/OR REPLACEMENT WORK, EITHER THE PURCHASER AND/OR BOARD OF MANAGERS THAT HAS REQUESTED SPONSOR TO PERFORM THE REPAIR OR REPLACEMENT WORK, SHALL FIRST PROVIDE SPONSOR WITH A WRITTEN ACKNOWLEDGEMENT OF

THE PURCHASER'S OR BOARD OF MANAGERS' OBLIGATION TO PROVIDE SAID GENERAL RELEASE TO SPONSOR UPON SATISFACTORY COMPLETION OF THE WORK. PURCHASERS SHOULD NOTE THAT WARRANTIES TO BE PROVIDED TO UNIT OWNERS OR THE BOARD OF MANAGERS MAY HAVE EXPIRED AS OF THE FIRST CLOSING OR THE UNIT CLOSING DATE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) IN THE EVENT THAT SPONSOR, AS A GESTURE OF GOODWILL, OFFERS TO PERFORM CORRECTIVE WORK THAT SPONSOR IS NOT OTHERWISE OBLIGED TO PERFORM UNDER THE OFFERING PLAN ("GOODWILL WORK"), SAID OFFER OR PERFORMANCE OF SUCH GOODWILL WORK SHALL NOT BE DEEMED TO BE OR CONSTITUTE A WAIVER OF SPONSOR'S RIGHTS AS SET FORTH HEREIN ABOVE, AND (B) PRIOR TO PERFORMING SAID GOODWILL WORK, SPONSOR SHALL BE ENTITLED TO A WRITTEN ACKNOWLEDGEMENT FROM THE PURCHASER OR BOARD OF MANAGERS, FOR WHOM THE GOODWILL WORK IS TO BE PERFORMED, (i) SPECIFYING THE SCOPE OF THE GOODWILL WORK, (ii) ACKNOWLEDGING THAT THE OFFERING PLAN DOES NOT OBLIGE SPONSOR TO PERFORM SAID WORK, AND (iii) THAT THE PURCHASER OR BOARD OF MANAGERS DISCLAIMS ANY RIGHT OR ENTITLEMENT TO THE PERFORMANCE OF SAID WORK.

See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

45. Sponsor shall be excused from performing any obligation or undertaking provided for in the Offering Plan or Purchase Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.** See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

46. Purchasers should be aware that Sponsor is not responsible under any circumstances for:
    - Loss or damage caused by defective workmanship performed by any person other than (i) Sponsor (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.

- Loss or damage caused by defective materials supplied by any person other than (i) Sponsor, (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.
- Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by Sponsor.
- Any damage to the extent that it is caused or made worse by:
  - Negligence, improper maintenance, or improper operation by anyone other than Sponsor, its employees, agents or subcontractors; or
  - Failure by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures, plumbing, heating, cooling and ventilation systems of the Unit, if any, or items of equipment; or
  - Failure of Purchaser to give notice to Sponsor of any defects or damage within a reasonable time; or
  - Changes in the grading of the ground by anyone other than Sponsor, its employees, agents or subcontractors; or
  - Changes, alterations, or additions made to the Unit; or
  - Dampness or condensation due to failure of Purchaser to maintain adequate ventilation.
- Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosions, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, excessive rain or snow, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable change in the underground water table.
- Loss or damage caused by the failure or inadequacy of public utilities, including the city's storm and sewer system.
- Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.
- Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.
- Any damages which Purchaser had not taken timely and reasonable action to minimize.
- Insect damage.
- Damage to personal property.
- Loss or damage which arises while a Residential Unit is being used primarily for nonresidential purposes.
- Loss or damage due to abnormal loading floors by Purchaser which exceeds design loads as mandated by the Building Code.
- Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.
- Consequential or incidental damages (except where required by law).
- Defects in construction, installation or operation of mechanical equipment, appliances and/or other items covered by warranties assigned to Purchaser.
- Damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors with Sponsor's original construction and installations.

See the section "Rights and Obligations of the Sponsor" set forth in Part I of the Offering Plan.

47. Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Offering Plan or expenses required:

i. to comply with applicable laws or regulations; or
ii. to remedy any notice of violation; or
iii. to remedy any work ordered by an insurer; or
iv. any matter affecting the health or safety of the occupants of the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner. See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

48. For a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or for any matter affecting the health or safety of the occupants of the Building. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Offering Plan.

    See the section "Control by The Sponsor" set forth in Part I of the Offering Plan.

49. Other than a sale or lease by Sponsor, a successor of Sponsor, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights if any, of the Board of Managers of the Condominium with respect to the transaction embodied herein pursuant to the terms of the by-laws of the Condominium, as the same may have been amended." This right of first refusal does not apply to any Sponsor-held Units. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

50. Unit Owners must obtain supplemental or additional insurance at the time of Closing for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such

policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

51. The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

52. No Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, conditioned, or delayed provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

53. There are no window guards on the windows. It is the responsibility of each Residential Unit Owner to notify the Board of Managers in writing when a child or children under the age of 11 lives or resides in any Residential Unit. It is the responsibility of each Residential Unit Owner to install, at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit that are otherwise non-compliant. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove, disable, remove, or tamper with window guards or window stops unless permitted by applicable law and with written notice to the Board of Managers. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

54. The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and

character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be permitted to enclose, erect a greenhouse, and/or alter a terrace or balcony appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Board of Managers. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

55. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

56. Until the earlier of i) the conveyance of the last Unsold Unit or ii) one (1) year after the closing of title, Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. These provisions shall survive the closing of title. A default within one (1) year after closing of title would subject Purchaser to legal liability for damages. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

57. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion unless such animal is a service, therapy, or emotional support animals. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. The Board of Managers will recognize the status of service, therapy, or emotional support animals where a Unit Owner submits a written request for such acknowledgment and

advises the Board of Managers as follows:

a) That the Unit Owner/resident suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, New York City Administrative Code, New York State Human Rights Law, New York City Human Rights Law, and all applicable laws;

b) That the Unit Owner/resident requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Unit Owner in the Common Elements and/or within a Unit of the Building;

c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board of Managers) to the physical or emotional need of the applicant or Unit Owner/resident for a service, therapy, or emotional support animal in the circumstances relative to the Unit Owner's/resident's particular disability condition.

See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

58. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

59. Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by Metropolitan Realty Exemptions, 349 Keap Street, Brooklyn, NY 11211("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated March 19, 2025, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building after construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. If Sponsor completes construction earlier than anticipated, or if the Department of

Finance assesses the Building as complete earlier than anticipated by the Property Tax Professional, then projections for post-construction assessments may be in effect sooner than projected. The Property Tax Professional has taken the following factors in account when formulating their opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in the neighborhood which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space. See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

60. If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor, on behalf of the Board of Managers, will collect from each Purchaser at Closing, and will place in escrow in a separate account established for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at Closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

    If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a special assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

    If the actual taxes due are lower than the amount collected and held in escrow, then the Board of Managers shall pay the Unit Owners their proportionate share of any excess. At such time that the individual Units have been separately assessed, Unit Owners shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Unit Owners shall notify the Board of Managers that the individual Units have been separately assessed and any sum collected and held in escrow not paid toward real estate taxes shall be reimbursed to the Unit Owner or Sponsor who advanced same. See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

61. Unit Owners will not receive the Cooperative and Condominium Tax Abatement. During the Sponsor Control Period, the Board of Managers does not intend to apply for the Cooperative and Condominium Tax Abatement.

In order for the Condominium to qualify for the Cooperative and Condominium Tax Abatement, the Condominium must be Tax Class 2, cannot receive tax benefits such as J-51, 420c, 421a, 421b, or 421g, the Managing Agent or Board of Managers must apply by February 15 on behalf of all Unit Owners, the Managing Agent or Board of Managers must obtain a certification from Unit Owners regarding the Unit being such Unit Owner's primary residence, and if the Condominium (i) has 30 or more residential dwelling units and an average unit assessed value of more than $60,000 or (ii) has less than 30 residential dwelling units and an average assed value of more than $100,000, then the Condominium is required to pay prevailing wage and the Managing Agent or Board of Managers must submit a prevailing wage affidavit.

In order for Unit Owners to qualify for the Cooperative and Condominium Tax Abatement, the Unit must have been purchased before January 5 to qualify for the upcoming tax year, the Unit must be the Unit Owner's primary residence, the Unit Owner cannot own more than three Residential Units in the Condominium, transfer tax forms or a deed must be filed with the City Register's Office, the Unit Owner cannot be receiving a clergy property tax exemption, the Unit cannot be owned by a business, the Unit cannot be owned by Sponsor or Successor Sponsor, and if the Unit is owned by a trust then the Unit must be the primary residence of all beneficiaries of the trust, or trustee, or life estate holder.

See the section "Real Estate Taxes" set forth in Part I of the Offering Plan.

62. On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return). The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an

increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit. See the section "Income Tax Deductions to Unit Owners" set forth in Part I of the Offering Plan.

63. Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Offering Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See the section "General" set forth in Part I of the Offering Plan.

64. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Unit Owner of Unit 3L, but may be utilized by the Unit Owner of Unit 3L or any party acquiring the same from the Unit Owner of Unit 3L and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, the Unit Owner of Unit 3L (including successors or assignees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

    The Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. The Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by the Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys the Development Rights.

    In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither the Unit Owner of Unit 3L nor any entity to whom the Unit Owner of Unit 3L conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property.

    See the section "Reservation of Air and Development Rights" set forth in Part I of the Offering Plan.

INTRODUCTION

Sponsor and Offer of Sale

ZDJ VERNON LLC (the "Sponsor"), a limited liability company organized under the laws of the state of New York, presents this offering plan (the "Offering Plan") for the establishment of condominium ownership of the land (the "Land") consisting of approximately 38,650 square feet in the City and State of New York, located at 45-40 Vernon Boulevard, Long Island City, NY 11101 and upon presentation of this Offering Plan known as Block 26, Lot 4, as shown in the Queens County Tax Map, and a building (the "Building") existing on the Land to be called Paragon Condominium (the "Condominium"). Sponsor acquired the Property on April 19, 2024 by deed recorded in the City Register's Office on May 6, 2024 as CRFN 2024000115090.

This Offering Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Offering Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Offering Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of this Offering Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open and at the office of the selling agent or Sponsor. Copies of the Offering Plan will be available to prospective purchasers for a $200.00 deposit, made payable to Sponsor, in the form of a check; Sponsor shall hold the $200.00 check without depositing it, and shall return the check upon the earlier of (a) the return of the Offering Plan in substantially the same condition as it was provided to Purchaser, such condition to be determined at the sole discretion of Sponsor in good faith; or (b) the Closing of Purchaser's Unit. If such prospective purchaser does not close on a Unit, or Sponsor determined the Offering Plan was not returned in substantially the same condition as it was provided to Purchaser, then the $200.00 check will be deposited by Sponsor and shall not be returned. Copies of the Offering Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

The Building is under construction at the time of presentation of this Offering Plan; the structure is vacant. Sponsor is constructing a new building pursuant to New York City Department of Buildings NB approved permits. A Certificate of Occupancy will be issued for the Building reflecting the planned construction. The Building will be constructed by Sponsor in accordance with all applicable law. The Sponsor expects that construction will be complete on or about December 31, 2026. On completion of construction, the Building will consist of twenty-two floors. The Building will be divided into One Hundred Eighty Six (186) Residential Units and Three (3) Non-Residential Units.

Sponsor will be offering for sale, pursuant to this Offering Plan, the One Hundred Eighty Six (186) Residential Units and Three (3) Non-Residential Units in accordance with the schedule of sales prices (Schedule A) set forth in Part I. These prices have been set by Sponsor and are not subject to approval by the Department of Law or any other governmental agency.

Each Residential Unit will have a refrigerator/freezer, dishwasher, washer and dryer, and range with oven and hood. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. The Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. In no event shall the presence of any furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments, or carpeting ("FFE") in any portion of the Building or Units set forth in any advertisements, marketing materials, renderings, or websites used in connection with the sales and marketing of the Units, or displayed in any model Unit, imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

Sponsor has obtained financing from ELITE 18 LLC, 45 North Station Plaza, Suite 214, Great Neck, NY 11021. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes voting control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

If Sponsor sells 10 Units or 20 percent of the total number of Units in the condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family, such purchaser will be deemed a Successor Sponsor pursuant to 13 NYCRR Section 20.1 (c)(1). Affiliates of Sponsor, a designee of Sponsor, or assignee of Sponsor may also qualify as a Successor Sponsor under applicable regulations. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units' appurtenant Common Interest which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of Units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

After this Offering Plan has been declared effective, Sponsor will, by the Declaration of Condominium to be recorded in the City Register's Office, submit the Property to Article 9-B of the Real Property Law of the State of New York (as amended, the "Condominium Act"). The proposed Declaration is set forth in Part II of this Offering Plan. The Declaration, together with the By-Laws of the Condominium, will be recorded by Sponsor at its sole cost and expense prior to its conveyance of title to the first Unit.

Features of Condominium Ownership

The ownership of a Unit in the Condominium is similar in many respects to the ownership of a private one-family home. Each Unit Owner owns their Unit outright (in fee simple absolute) and is generally entitled to its exclusive possession and to its use for any legal purpose, subject to the provisions of the Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Board of Managers; each Unit Owner is obligated to comply with Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Board of Managers. A Unit Owner is also the owner, in common with all other Unit Owners, of all remaining parts of the Property, except for the Units themselves (collectively, called "Common Elements").

Common Elements are those areas intended to be devoted to the common use and enjoyment of all Unit Owners, including the land; the foundations, columns, girders, beams, supports, exterior walls of the Building, and all joists; the central and appurtenant installations and equipment for services such as power, light, telephone, hot and cold water, sewer and fire safety, the meter rooms, the stairwells; roof and the bulkhead roof. Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined pursuant to Condominium Act §339-i. Common Elements which are for the use of a specified Unit (or Units) to the exclusion of all others are known as "Limited Common Elements." Limited Common Elements are those Common Elements that a Unit Owner or Unit Owners will have the exclusive right to use. See the section "Schedule A" set forth in Part I of the Offering Plan.

A Unit Owner may sell or lease their Unit subject to the terms and restrictions set forth in the Declaration and By-Laws, including, but not limited to, the Board of Managers' right of first refusal. The Board of Managers does not have the right to approve or disapprove purchasers or lessees.

Each Unit may be separately mortgaged and the Unit Owner will be responsible for interest and amortization payments on the mortgage, if any encumbering such Unit Owner's Unit. A Unit is not subject to the lien of any mortgage placed by other Unit Owners on their Units.

Each Unit Owner will be assessed and taxed separately for real estate tax purposes and, therefore, no Unit Owner will be liable for the payment of real estate taxes on any other Unit. In the opinion of counsel for Sponsor, payments of real estate taxes and interest on any mortgage affecting the Owners Unit, will be deductible for federal, state, and local income tax purposes (see Counsel's Tax Opinion set forth in Part I) subject to the conditions contained in such opinion.

Each Unit Owner, at the Unit Owner's sole cost, may decorate and alter the interior of the Unit Owner's Unit in any way that the Unit Owner desires, subject to the provisions of the By-Laws and the Rules and Regulations promulgated by the Condominium and all applicable laws. Each Unit Owner will be solely responsible for the cost, ordinary and extraordinary, of maintenance of and repairs to the Unit Owner's Unit and all plumbing, heating, telecommunications, sanitary, and electrical systems, fixtures and equipment located within the Unit and connections to common lines which exclusively serve such Unit Owner's Unit, and for the cost of all utilities that are individually metered to a Unit Owner's Unit.

Sponsor reserves the right to designate all Residential members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new members of the Board of Managers not designated by Sponsor within thirty 30 days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board

of Managers.

The Board of Managers will be elected by the Unit Owners after the Sponsor Control Period, and will be charged with the primary obligation for operating the Property. The By-Laws do not provide that after the Sponsor relinquishes control of the Board of Managers that Board of Managers members be owner-occupants. Each Unit Owner's vote will be weighed in accordance with the Owner's percentage interest in the Common Elements. A description of the Unit Owner's right to vote for and to serve as a member of the Board of Managers, and a description of the rights and obligations of the Board of Managers is contained in the Section "Rights and Obligations of the Board of Managers" in Part I of the Offering Plan and in the Condominium's By-Laws.

The Board of Managers will make most decisions concerning the manner in which the Condominium will be maintained. This will include making decisions regarding hiring of a management company to manage the day-to-day operations of the Condominium, preparing budgets, entering into service contracts, and the making of repairs and improvements, all of which may impact the amount of the Common Charges. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium.

The Board of Managers will be responsible for paying, among other things, the cost of utilities consumed in the Common Elements of the Building, repairing, maintaining, and making necessary replacements to the Common Elements and insurance against casualties causing damage to the Building and Common Elements and certain other potential liabilities. See the Schedule B and the notes thereto which more fully discuss the Common Expenses which will be paid by the Board of Managers, and see Schedule B-1 regarding estimated energy and utility costs to be paid by each separate Unit Owner.

Unit Owners must obtain, at the time of Closing, supplemental or additional insurance for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. See the section "Rights and Obligations of Unit Owners and the Board of Managers" set forth in Part I of the Offering Plan.

Each Unit Owner must pay monthly Common Charges in accordance with the Declaration, the By-Laws, and the applicable provisions of the Condominium Act, in order to fund payment of the Common Expenses incurred in the operation of the Property and the maintenance of the

Common Elements. The Board of Managers will assess Common Charges against each Unit in accordance with its Common Interest based on the Board of Managers' estimate of Common Expenses which is based on the projected budget for each twelve (12) month period. The estimated Common Charges for each Unit for the First Year of Operations; see the section "Schedule A" set forth in Part I of the Offering Plan.

This offering is made only to individuals aged 18 years or older, and entities qualified to do business in the State of New York who are competent to own real estate in the State of New York.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DEFINITIONS

The following terms used in this Offering Plan and in Article 9-B of the Real Property Law, have the following meanings:

Balance: The amount payable at the Closing after deducting the Deposit from the Purchase Price and any amount for upgrades, extras, or custom work.

Board of Managers: The governing body of the Condominium.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws: One of the documents governing the operation of the Condominium, the form of which is set forth in Part II of the Offering Plan.

Cause: (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers.

City Register's Office: The Office of the City Register of The City of New York.

Closing: Including words of similar import are used synonymously and mean the payment of the Purchase Price, and the transfer of legal ownership of a Unit pursuant to this Offering Plan and the Purchase Agreement.

Closing Date: The date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

Common Elements: Those areas intended to be devoted to the common use and enjoyment of all Unit Owners as set forth in the Declaration.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The condominium which will be established pursuant to the Declaration and governed by the By-Laws.

Condominium Act: Article 9-B of the New York State Real Property Law.

Declaration: The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

Department of Buildings: The Department of Buildings of the City of New York.

Department of Law: The New York State Department of Law or the New York State Office of the Attorney General, Real Estate Finance Bureau.

Deposit: The payment or payments required to be paid by Purchaser at the time a Purchase Agreement is tendered to Sponsor or at the time or times prior to Closing as provided in the Purchase Agreement.

Development Rights: The unused floor area development rights that are now owned, subsequently acquired or that may become available under the New York City Zoning Resolution.

Escrow Account: The escrow account maintained by Marans Newman Tsolis & Nazinitsky LLC, as escrow agent at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171.

Escrow Agent: Marans Newman Tsolis & Nazinitsky LLC

Equal or Better Quality: Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

First Closing: First closing of title to a Residential Unit in the Condominium to a Purchaser under the Offering Plan.

First Year Budget: The projected budget for the First Year of Operations located in Schedule B.

First Year of Operations: The projected date range for the first year of operations for the Condominium, as set forth in the Offering Plan.

Floor Plans: Floor plans prepared by Sponsor's architect showing the division of the Property into the Units and Common Elements and to be filed with the Declaration, also referred to as "Tax Lot Drawings".

Goodwill Work: Corrective work that Sponsor is not otherwise obliged to perform under the Offering Plan but does so as a gesture of goodwill. This may include, but is not limited to, corrective work for immaterial conditions or conditions not caused by Sponsor such as a Unit Owner, the Board of Managers, or a third party.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed to serve as such by the Board of Managers. Sponsor's Mortgagee shall serve as the Insurance Trustee for such time as Sponsor has a mortgage loan encumbering any Unsold Units. Sponsor's Mortgagee shall be the initial Insurance Trustee, and shall remain the Insurance Trustee until such time that the Lender's mortgage lien is satisfied.

Land: The parcel of land on which the Building will be situated, as more particularly described in the Declaration.

Limited Common Elements: Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Managing Agent: The managing agent or manager of the Building at the time in question.

Mansion Tax: An additional New York State real estate transfer tax that applies to residences where consideration is $1 million or more.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as (but not limited to) Community Facility Units or Commercial Units.

Non-Residential Unit Owner: An owner of a Non-Residential Unit.

Offering Plan: The offering plan submitted by the Sponsor to the Department of Law, the acceptance of which is required in order to be able to sell Units in the Condominium.

Permitted Exceptions: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to.

Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, and any loan provided to Sponsor including any mezzanine finance loan or preferred equity loan.

Permitted Mortgagee: The holder of a Permitted Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as the Sponsor's Mortgagee, its successors, assigns and/or affiliates.

Plans and Specifications: The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Offering Plan and which plans and specifications are identified in the Offering Plan or any amendment thereto.

Power of Attorney: At the time of acquiring title to a Unit and as a condition thereof, a new Unit

Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required under the Declaration.

Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

Property Tax Professional: The real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located that Sponsor retained to prepare the Property Tax Projection Letter.

Property Tax Projection Letter: An estimate of the assessed valuation after completion of construction or rehabilitation from a real estate broker, appraiser, attorney or other professional familiar with the tax assessment practices in the locality in which the property is located.

Purchase Agreement: The agreement to purchase a Unit pursuant to the Offering Plan, the form of which is set forth in Part II of the Offering Plan.

Purchase Price: The purchase price for a Unit.

Purchaser: A purchaser of a Unit pursuant to a Purchase Agreement.

Reserve Fund: A fund established for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest.

Residential Unit Owner: The owner of a Residential Unit.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws in Part II.

Schedule A: The section of Part I of the Offering Plan "Schedule of Purchase Prices and Other Financial Details For The First Full Year of Operation".

Schedule B: The section of Part I of the Offering Plan "Schedule of Estimated Income and Expenses For The First Full Year of Operation".

Schedule B-1: The section of Part I of the Offering Plan "Schedule of Estimated Utility Expenses for Individual Units".

Selling Agent: The selling agent disclosed in the Identity of Parties section of Part I of the Offering Plan, or at any given time in question.

Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other

entity which is offering the Units in this Condominium to the public at the given time in question.

Sponsor Control Period: A period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing.

Sponsor's Mortgagee: Any Permitted Mortgagee holding a Permitted Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the construction lender shall be deemed to be Sponsor's Mortgagee. The current Sponsor's Mortgagee includes ELITE 18 LLC, 45 North Station Plaza, Suite 214, Great Neck, NY 11021, together with their successors and/or assigns.

Successor Sponsor: An affiliate of Sponsor, a designee or assignee of Sponsor, or a Purchaser of 10 Units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units' appurtenant Common Interest which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor. Any Successor Sponsor shall be promptly disclosed in an amendment to the Offering Plan and shall be subject to all obligations and disclosure requirements pertaining to its role as a Sponsor pursuant to applicable law.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

Unit Deed: A bargain and sale deed with covenant against grantor's acts, from Sponsor to a Purchaser, conveying title to the Unit and its appurtenant Common Interest.

Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners."

Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor or Successor Sponsor, until such time as the same have been sold.

Working Capital Fund: A fund held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers.

ZLDA: A zoning lot development agreement.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property has a land area of approximately 38,650 square feet. The site will contain one building (the "Building") when construction is completed. The street address of the Property is 45-40 Vernon Boulevard in the Borough of Queens, NY. The Property is an irregular, L-shaped through lot, bounded by Vernon Boulevard to the west, 46th Avenue to the south, and Anable Basin, an inlet of the East River, to the north.

The Condominium shall consist of One Hundred Eighty Six (186) Residential Units and Three (3) Non-Residential Units. The Building is a new building which will contain twenty-two floors. The Building will be constructed in accordance with the plans and specifications identified in the Offering Plan and all applicable zoning and building laws which include the Zoning Resolution of the City of New York and New York City Construction Codes. A schedule of approved New York City Department of Buildings (DOB) plans for the work, including DOB applications, is specified in the Description of Property and Specifications and Building Condition set forth in Part II of this Offering Plan.

The Property was previously used as paint factory and subsequently part of a Brownfield Cleanup Agreement (W2-1119-08-03); A Certificate of Completion was issued by the New York State Department of Environmental Conservation on December 16, 2016. A new Certificate of Occupancy will be issued reflecting the planned construction. The property is currently vacant and will remain unoccupied throughout construction, which is expected to be substantially completed on or about July 1, 2027. A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located.

Each Residential Unit will have a refrigerator/freezer, dishwasher, washer and dryer, and range with oven and hood. Washer and dryer hookups will be provided within Units without a washer or dryer; Purchasers will be responsible for acquiring washers and dryers; dryers must be electric and ventless. Sponsor anticipates providing appliances in each of the Units manufactured by the manufacturers set forth in the Description of Property and Specifications and Building Condition. Sponsor reserves the right to provide fixtures and appliances from a variety of manufacturers of Equal or Better Quality than those set forth in the Description of Property and Specifications and Building Condition. All fixtures and equipment described in this Offering Plan are included in the offering prices listed in Schedule A. In no event shall the presence of any furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments, or carpeting ("FFE") in any portion of the Building or Units set forth in any advertisements, marketing materials, renderings, or websites used in connection with the sales and marketing of the Units, or displayed in any model Unit, imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or

fitted out in the manner depicted or implied in the marketing materials.

The Condominium association will not employ any staff on payroll as an association, all staff to be provided by the Managing Agent, Andover Property Management Inc., 60 Cutter Mill Road Suite 405, Great Neck NY 11021. The Condominium will contract for 24/7 doorman coverage, and a full time superintendent and porter who will be responsible for cleaning and maintaining the sidewalks in front of the Building, cleaning and maintaining the Common Elements, and bag and put out refuse on curb side for pick up in accordance with the schedule provided by the Department of Sanitation.

Electricity is provided by Consolidated Edison, Inc. The electricity to each Unit will be separately metered by Consolidated Edison, Inc and will be paid for by the owner of such Unit. The electricity consumed in the Common Elements will be borne by the Unit Owners as a Common Charge and be allocated to each Residential Unit in proportion to their Common Interest.

Gas is provided by Consolidated Edison, Inc. for the backup generator. The cost of gas consumed by the generator will be borne by the Unit Owners as a Common Charge and be allocated to each Unit in proportion to their Common Interest. Non-Residential Units will be individually metered if they choose to install gas service.

Water is provided by the City of New York. The water to each Residential Unit will be commonly metered by the City of New York. The cost of water consumed in the Common Elements and Residential Units will be borne by the Residential Unit Owners as a Common Charge and be allocated to each Unit in proportion to their Common Interest.

All Residential Units will be pre-wired for telephone, television, and internet service. Each Unit Owner will be responsible to contact a service provider to establish service to the pre-wired Unit. Every Unit Owner will be required to pay their associated service charges and any initial charges for activating services for the Unit.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

New York City's Façade Inspection Safety Program ("FISP"), also known as Local Law 11/98 applies to this Building. FISP requires that owners of buildings, with greater than six stories above grade, have their exterior walls and appurtenances inspected periodically. FISP reports are due once in five-year cycles. Once a new building is issued the first temporary Certificate of Occupancy, the five-year "grace period" begins. After this five-year period is over, the building must file during the next applicable cycle. The report will deem the façade Safe, SWARMP, or Unsafe; SWARMP stands for Safe With a Repair and Maintenance Program, Unsafe indicates problems that threaten public safety and requires protection (sheds or fences) be immediately installed. The obligation to comply with FISP shall be solely on the Board of Managers during and after the Sponsor Control Period. Sponsor shall have no responsibility or obligation to organize such inspections. The cost of retaining a Qualified Exterior Wall Inspector to perform the inspection and file the report, as well as making any necessary repairs, will be a Common Expense in the future; this item is not budgeted for the First year of Operations and may be funded from the Reserve Fund, Working Capital Fund, a future line item in the budget, or by special assessment. The cost of retaining a Qualified Exterior Wall Inspector is currently approximately $15,000; Sponsor makes no warranty or representation that the law will not change or what the actual cost of compliance will be. In the same fashion, the Board of Managers will be responsible for maintaining the sidewalk(s) in accordance with the requirements of the Department of Transportation.

There are lot line windows in the Building located on the south elevation in Units 3Q, 4Q, 5F, and 6I-19I. Characterization of a window as a lot line window generally means that depending on the proximity and height of improvements on the adjacent property, the lot line window is required by law to be protected against fire occurring in the improvements on

adjacent lots in a manner satisfactory to the Department of Buildings. Such fire protection can include sealing the window completely, sprinklering it, using glass block instead of ordinary window glass, or using windows made of steel with wire mesh. Consequently, prospective Purchasers should be aware that in the event that the adjacent property is renovated, reconstructed or enlarged at any time in the future, the lot line windows on these facades of the Building may be required to be in-filled with fire-rated construction, the costs of which would be borne by all of the Residential Unit Owners as a Residential Common Expense. If certain of these windows remain open, they may be required to have sprinkler heads installed and their surrounding walls in-filled with fire-rated construction. The current estimated costs of such work is approximately $10,000 for each lot line window. The Board of Managers shall make all decisions pertaining the façade and lot line windows. It will be the responsibility of any affected Residential Unit Owners to refinish the interiors of their Units. In the event an adjacent parcel is developed and requires lot line windows to be sealed, Sponsor, for so long as there are any Unsold Units, shall promptly amend the Offering Plan and shall inform affected Purchasers; Sponsor shall have no liability for the inability to include unsealed lot line windows in the Unit or a Common Element and Purchasers shall not have the right to rescind any Purchase Agreement based on the failure of Sponsor to include an unsealed lot line window in the Unit or a Common Element.

The Building is not a designated landmark nor is it in a landmark district.

New York City Local Law 97 of 2019 requires most buildings over 25,000 square feet to meet new greenhouse gas emissions limits beginning in 2024, with stricter limits coming into effect in 2030 with the goal to reduce the emissions produced by the New York City's largest buildings 40 percent by 2030 and to net zero by 2050. Local Law 97 applies to the Building. Sponsor anticipates the Building complies with Local Law 97 requirements, including stricter limits in effect in 2030 and 2050. Buildings that fail to meet compliance standards may be subject to steep fines and penalties, which may increase Common Charges; Purchasers should discuss this with their attorneys prior to executing the Purchase Agreement. The Board of Managers, or the Managing Agent, will be required to make annual filings reporting energy consumption on the Property; excessive consumption by Unit Owners may result in steep fines and penalties.

Sponsor has taken precautions to minimize Unit-to-Unit odor and noise transmission, however, the transmission of a certain amount of odor or noise is common in multiple dwellings and such transmission is not, and shall not be construed as, a construction defect. Purchasers are advised that all multiple dwellings may be subject to noise, fumes, odors, and vibration from normal plumbing, heating, air-conditioning, ventilating, and other equipment and floor noises, creaking, and/or the transmission of sound from one Unit to another Unit in the Building, as it is generally recognized by the courts (a) that "apartment-house living in a metropolitan area is attended with certain well-known inconveniences and discomforts and one cannot expect a noise-free environment," [Mariani v. Rogers, 25 Misc.3d 1206A 901 NYS2d 907 (City Ct. 2009) (Quoting Smalkowski v. Vernon, 2001 WL 914248 (NY Civil Ct., Kings Cty.., 2001)] and (b) that "if one lives in the city one must expect to suffer the dirt, smoke, noise, odors and confusion incident to city life." [Nussbaum v. Lacopo, 27 NY2d 311, 315 (1970)](Quoting Campbell v. Seaman, 63 NY 568 (1876)]

Sponsor is obligated to build and complete the Condominium in accordance with the Building Plans and Specifications identified in the Offering Plan, subject to Sponsor's right to

substitute equipment or materials of Equal or Better Quality for construction and design and make modifications in layout or design; provided however, that Sponsor may not:

(i) Substitute equipment or materials of lesser quality or design; or
(ii) change the size, location of Buildings or Units other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

Waterfront Public Access Area

The Property is located within a waterfront block, as defined by Section 62-11 of the Zoning Resolution of the City of New York and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution. The Property is located in the Waterfront Access Plan Q-1: Northern Hunters Point set forth in Section 62-951 of the Zoning Resolution. In order to develop the Property, a Visual Corridor and Waterfront Public Access Area is required pursuant to Section 62-51 and 62-951(e)(8) of the Zoning Resolution. An application for this Visual Corridor and Waterfront Public Access Area has been submitted to the New York City Department of City Planning Chairperson as Application No. 240337ZCQ and dated April 30th, 2024; the New York City Department of City Planning certified the application on November 7, 2024; Sponsor was required to place a restrictive declaration on the Property as a condition of the application. The rights and obligations conferred by the Declaration and the By-laws are expressly subject and subordinate to the terms of that certain restrictive declaration by Sponsor dated as of September 16, 2024 and recorded in the City Register's Office on October 23, 2024 as CRFN 2024000276304; see the "WPAA Restrictive Declaration" set forth in Part II of the Offering Plan. New York City and the general public have a perpetual and non-exclusive public access easement over the Waterfront Public Access Area open to the public from 6 a.m. to 1 a.m. every day. The Waterfront Public Access Area is a Common Element of the Condominium. In addition, Sponsor has executed a maintenance and operation agreement with the New York City Department of Parks and Recreation that is an exhibit of the aforementioned restrictive declaration. The maintenance agreement requires the Condominium to fund the ongoing operation and maintenance of the Waterfront Public Access Area. The Board of Managers, on behalf of the Condominium, shall be responsible for cleaning, snow removal, landscape maintenance, utilities, repairs and replacement of benches, walls, barriers, fencing, pavement, signage, painting, plant materials, and trees required for the operation of the Waterfront Public Access Area; this has been budgeted as part of the Labor, Repairs Maintenance, & Supplies, and Service Contracts line items in Schedule B.

Flood Zone

The Property is located within Flood Zone AE as determined by the National Flood Insurance Program. This is defined as special flood hazard areas subject to inundation by the 1% annual chance flood which is the flood that has a 1% chance of being equaled or exceeded in any given year. The Condominium will be required to carry flood insurance by FEMA regulations or purchasers' lenders, and the cost for this is included in Schedule B.

Environmental Remediation

The Property's history includes use as a four-story paint factory, three-story garage and office, and three-story warehouse. During testing, Isopropylbenzene, Ethylbenzene, Lead, Methylene chloride, Benzo(a)pyrene, Mercury, and Xylene was detected at elevated concentrations. Site-Specific (Track 4) Soil Cleanup Objectives were established. Remediation included: (i) excavation and off-site disposal of grossly-contaminated soil that exceeded the Soil Cleanup Objectives established by the New York State Department of Environmental Conservation site-specific standards; (ii) closure of the remaining underground storage tanks by removal or abandonment in place; (iii) backfill of excavated areas with clean fill; (iv) dewatering, treatment and off-site disposal of contaminated groundwater to facilitate excavation; (v) treatment of Volatile Organic Compounds in groundwater; (vi) installation of five automatic Light Non-Aqueous Phase Liquid recovery well pumps at property boundaries where the Light Non-Aqueous Phase Liquid plume extended off-Site and underneath the warehouse; and (vii) installation of an approximate two-foot thick site-wide composite cover system; additionally, nine new groundwater monitoring wells were installed as required by the New York State Department of Environmental Conservation. A Certificate of Completion was issued by the New York State Department of Environmental Conservation on December 16, 2016, the Site met the Track 4 Site-Specific Soil Cleanup Objectives which is protective of public health and the environment for its planned use.

Institutional Controls and Engineering Controls are required. Use restrictions are imposed on the Property including prohibitions on groundwater use, farming, or vegetable gardening in order to prevent future exposure pathways. Exposure to any remaining contamination in the soil is prevented by a composite cover system consisting of concrete building slabs, concrete pavement, asphalt, or recycled concrete aggregate. To recover Light Non-Aqueous Phase Liquid that may be present, a Light Non-Aqueous Phase Liquid recovery system was installed comprised of five automated pumps and 55-gallon Light Non-Aqueous Phase Liquid storage drums; the New York State Department of Environmental Conservation approved shutting down the Light Non-Aqueous Phase Liquid recovery system in a letter dated January 12, 2018. In-situ Chemical Oxidation injection program will be implemented based on the presence of residual Volatile Organic Compounds.

The Property is subject to oversight by the New York State Department of Environmental Conservation; an "Environmental Easement" was granted on October 27, 2015 pursuant to a Brownfield Cleanup Agreement that requires compliance with Institutional and Engineering Controls as listed in the Site Management Plan. Monitoring includes annual inspections by a Qualified Environmental Professional of the composite cover system, annual site-wide inspections, quarterly monitoring of monitoring wells, and as needed inspections performed in the event of an emergency or severe weather. Reporting, by a Qualified Environmental Professional, to the New York State Department of Environmental Conservation is required for quarterly progress reports and annual groundwater monitoring and periodic review reports. Sponsor intends to utilize Roux Associates Inc, 209 Shafter Street, Islandia, NY 11749, as the Qualified Environmental Professional for all inspections and reporting; Roux Associates Inc. was founded over 40 years ago and managed the cleanup of large, complex environmental remediation projects, including Superfund sites, chemical and manufacturing plants, and petroleum refineries and distribution terminals.

Sub-Slab Depressurization System (SSDS)

Sponsor will install, before the foundation is poured, an active Sub-Slab Depressurization System (SSDS) that consists of a network of horizontal pipe set in the middle of a gas permeable layer immediately beneath the concrete slab and vapor barrier system. The horizontal piping connects to a pipe that penetrates the slab and travels through the Building to the roof. The pipe will be finished at the roof line with a goose neck pipe to prevent rain infiltration. The active SSDS will be hardwired and will include a pressure gauge and alarm located in an accessible area in the basement. Six sampling ports will be utilized to measure the pressures imposed upon the subsurface within the building footprint. The active SSDS must be inspected and its performance certified at specified intervals defined in the Site Management Plan.

Prior to startup of the SSDS, differential pressure testing of the SSDS will be conducted as per NYSDOH requirement and six vapor samples will be collected from the six permanent vapor probes installed within the composite cover. Monthly vacuum gauge readings shall be recorded on the monthly inspection checklist by the Managing Agent or Board of Managers. The components of the active SSDS must be inspected annually by a Qualified Environmental Professional to assure that the active SSDS is functioning properly. An annual Periodic Review Report should be submitted to the New York State Department of Environmental Conservation. A minimum of one year is required for the operation and maintenance of the active SSDS. The active SSDS could be converted into a passive SSDS after sub-slab vapor samples have been obtained and analyzed. A Professional Engineer or Qualified Environmental Professional will need to petition the New York State Department of Environmental Conservation requesting that the active SSDS be converted to a passive SSDS and if approved, the system monitoring will no longer be required. The ongoing costs of compliance with all matters related to the environmental remediation after the first Unit Closing shall be at the expense of the Condominium; this expense has been budgeted and can be found in Schedule B under Service Contracts.

Following initial startup of the active SSDS, monthly inspections require recording of the vacuum gauge reading. If the blower is found to be non-operational during a monthly inspection, or if the blower is operating, but no vacuum reading is observed on the vacuum gauge, the blower must be replaced or repaired. An emergency contact list must be maintained in a package secured to the SSDS discharge pipe. The audible/visual alarm must be inspected to make sure it has not been triggered, and that the vacuum gauge depicts a vacuum reading of approximately 1.0 inches of water or greater. All completed monthly SSDS Inspection Checklist are to be kept on site for the annual inspection to be performed by the Qualified Environmental Professional. Results of inspections performed during a reporting period and certification of performance of all Engineering Controls and Institutional Controls must be included in an inspection and Periodic Review Report to be submitted every year for the prior calendar year.

Obligations and Costs to Unit Owners and the Unit Owner-Controlled Board of Managers

The Board of Managers will be responsible for performing inspections, preventing breaches to the systems, repairing or replacing the protective systems, filing reports, obtaining certifications, and complying with the requirements of the Site Management Plan. During the Sponsor Control Period, Sponsor will perform these duties on behalf of the Board of Managers. However, once the Board of Managers is transferred to Unit Owners, the Unit Owner-controlled Board of Managers shall be responsible for complying with all provisions of the Site Management Plan. Unit Owners may not violate the Site Management Plan and must abide by any restrictions,

including without limitation a restriction on vegetable gardening on the Property.

For more details and to view the publicly available documents, Purchasers and Unit Owners can visit the following website:

https://extapps.dec.ny.gov/data/DecDocs/C241108/

Documents are also available upon request to the Board of Managers. Sponsor will provide the Board of Managers the Site Management Plan.

LOCATION AND AREA INFORMATION

Location

The Property is an irregular, L-shaped through lot, bounded by Vernon Boulevard to the west, 46th Avenue to the south, and Anable Basin, an inlet of the East River, to the north. The Property is located in the Borough of Queens in the neighborhood known as Long Island City. The neighborhood is part of Queens Community Board District 2.

No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any window, portion of the façade or curtain wall, and/or terrace in the Building. Sponsor and principals of Sponsor do not own, in whole or part, or have an option or right to acquire, in whole or part, any adjacent properties which are not fully developed. If any material change in the immediate vicinity occurs that affects the use or enjoyment of the property while sales are ongoing, an amendment will be filed within 30 days after the information becomes known to the Sponsor disclosing the material change.

Surrounding Area, Shopping, Culture, and Recreation

Located within twenty miles of the Condominium are museums, art galleries, hotels, parks, and commercial establishments including supermarkets, drugstores, dry cleaners, and banks.

Educational Institutions

Residents of the Building can avail themselves to charter and district schools part of the New York City Department of Education school system. There are many colleges, universities, and other educational centers available in the New York City area. **However, Sponsor makes no guarantee or representation as to which school a child residing at the Building may be able to actually attend**.

Zoning and Use

The Building is located in Zoning District M1-4. On March 13, 2023, the Board of Standards and Appeals granted a variance for the Property permitting a mixed retail and residential use building and the construction of a new, 21-story, 240.5-foot-tall, mixed retail and residential use building, contrary to zoning requirements for residential use in a manufacturing district (Z.R. § 42-10), initial setback distance from the shore public walkway (Z.R. § 62-341(a)(2)), maximum residential tower size above maximum base height (Z.R. § 62-341(c)(4)), and maximum building height (Z.R. § 62-341(c)(2)).

Municipal Services

Transportation:

Subway lines near to Property include the F/G lines stopping at the Bergen Street station and 4/5/R lines stopping at the Borough Hall station. Some of the bus routes in the vicinity of the Property include the B61 and B63.

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance:

These services are provided by the City of New York and all charges (except water) are incorporated into City taxes. The Property is served by Fire Battalion 32, Fire Company E224, the 84th Police Precinct, and Sanitation District 2.

Public Library:

The public library branch serving the area is the Greenpoint Branch located at 107 Norman Avenue, Long Island City, NY 11101.

Mailing Address and Postal Services:

The mailing address of the Property will be "45-40 Vernon Boulevard, Long Island City, NY 11101." The post office serving the Property is the Greenpoint Station located at 66 Meserole Avenue, Long Island City, NY 11101.

Medical Facilities

The hospitals serving the Property include NYC Langone Health – Cobble Hill, 83 Amity Street, Brooklyn, NY 11201.

Religious Institutions

There are houses of worship of most major denominations in the vicinity of the Property.

After the date of acceptance of this Offering Plan to the Department of Law, Sponsor makes no guarantee or representation as to the continued operation of any of the services or amenities disclosed in this section of the Offering Plan.

SCHEDULE A

PARAGON CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Categorical Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
2A	494			0	1	$815,000	0.2685%	0.2851%	$396.12	$4,753.42	$608.87	$7,306.44	$1,004.99	$12,059.86
2B	620			1	1	$965,000	0.3369%	0.3578%	$497.13	$5,965.53	$764.13	$9,169.57	$1,261.26	$15,135.10
2C	598			1	1	$950,000	0.3250%	0.3451%	$479.48	$5,753.78	$737.01	$8,844.10	$1,216.49	$14,597.88
2D	587			1	1	$945,000	0.3190%	0.3388%	$470.73	$5,648.75	$723.55	$8,682.64	$1,194.28	$14,331.39
2E	579			1	1	$940,000	0.3147%	0.3341%	$464.20	$5,570.38	$713.52	$8,562.19	$1,177.72	$14,132.58
2F	708			1	1	$1,100,000	0.3848%	0.4086%	$567.71	$6,812.51	$872.62	$10,471.45	$1,440.33	$17,283.96
2G	388			0	1	$655,000	0.2109%	0.2239%	$311.09	$3,733.04	$478.17	$5,738.03	$789.26	$9,471.07
2H	608			1	1	$950,000	0.3304%	0.3509%	$487.54	$5,850.49	$749.39	$8,992.74	$1,236.93	$14,843.22
2I	1,450	Terrace	285	3	2	$2,400,000	0.8267%	0.8779%	$1,219.75	$14,637.05	$1,874.88	$22,498.51	$3,094.63	$37,135.56
2J	1,300	Terrace	412	3	3	$2,200,000	0.7624%	0.8097%	$1,125.00	$13,499.97	$1,729.23	$20,750.70	$2,854.23	$34,250.67
3A	1,086			2	2	$1,825,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
3B	890	Terrace	1,041	2	2	$1,600,000	0.6251%	0.6638%	$922.28	$11,067.41	$1,417.64	$17,011.63	$2,339.92	$28,079.03
3C	666	Terrace	664	1	1	$1,250,000	0.4521%	0.4802%	$667.19	$8,006.28	$1,025.53	$12,306.39	$1,692.72	$20,312.67
3D	1,605	Terrace	1,043	3	3	$2,950,000	1.0139%	1.0767%	$1,495.97	$17,951.61	$2,299.44	$27,593.28	$3,795.41	$45,544.89
3E	456			0	1	$815,000	0.2478%	0.2632%	$365.69	$4,388.28	$562.10	$6,745.19	$927.79	$11,133.48
3F	419			0	1	$765,000	0.2277%	0.2418%	$335.96	$4,031.48	$516.40	$6,196.76	$852.36	$10,228.25
3G	443			0	1	$785,000	0.2407%	0.2557%	$355.27	$4,263.24	$546.08	$6,552.99	$901.35	$10,816.22
3H	598			1	1	$975,000	0.3250%	0.3451%	$479.48	$5,753.78	$737.01	$8,844.10	$1,216.49	$14,597.88
3I	587			1	1	$955,000	0.3190%	0.3388%	$470.73	$5,648.75	$723.55	$8,682.64	$1,194.28	$14,331.39
3J	579			1	1	$950,000	0.3147%	0.3341%	$464.20	$5,570.38	$713.52	$8,562.19	$1,177.72	$14,132.58
3K	708			1	1	$1,125,000	0.3848%	0.4086%	$567.71	$6,812.51	$872.62	$10,471.45	$1,440.33	$17,283.96
3L	388			0	1	$670,000	0.2109%	0.2239%	$311.09	$3,733.04	$478.17	$5,738.03	$789.26	$9,471.07
3M	608			1	1	$965,000	0.3304%	0.3509%	$487.54	$5,850.49	$749.39	$8,992.74	$1,236.93	$14,843.22
3N	1,403			3	2	$2,350,000	0.7624%	0.8097%	$1,125.00	$13,499.97	$1,729.23	$20,750.70	$2,854.23	$34,250.67
3O	1,268			3	3	$2,125,000	0.6891%	0.7318%	$1,016.76	$12,201.16	$1,562.86	$18,754.31	$2,579.62	$30,955.46
3P	621			1	1	$980,000	0.3375%	0.3584%	$497.96	$5,975.53	$765.41	$9,184.95	$1,263.37	$15,160.48
3Q	973			2	2	$1,625,000	0.5288%	0.5615%	$780.15	$9,361.78	$1,199.16	$14,389.92	$1,979.31	$23,751.70
4A	1,086			2	2	$1,845,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
4B	890			2	2	$1,550,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
4C	666			1	1	$1,125,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
4D	1,221			2	2	$2,015,000	0.6635%	0.7046%	$978.97	$11,747.66	$1,504.77	$18,057.24	$2,483.74	$29,804.89
4E	350			0	1	$685,000	0.1902%	0.2020%	$280.66	$3,367.91	$431.40	$5,176.78	$712.06	$8,544.69
4F	456			0	1	$825,000	0.2478%	0.2632%	$365.69	$4,388.28	$562.10	$6,745.19	$927.79	$11,133.48
4G	419			0	1	$785,000	0.2277%	0.2418%	$335.96	$4,031.48	$516.40	$6,196.76	$852.36	$10,228.25
4H	443			0	1	$795,000	0.2407%	0.2557%	$355.27	$4,263.24	$546.08	$6,552.99	$901.35	$10,816.22
4I	850			2	2	$1,500,000	0.4619%	0.4905%	$681.50	$8,178.01	$1,047.53	$12,570.36	$1,729.03	$20,748.37
4J	852			2	2	$1,500,000	0.4630%	0.4917%	$683.17	$8,198.02	$1,050.09	$12,601.11	$1,733.26	$20,799.13

SCHEDULE A

PARAGON CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Categorical Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
4K	708			1	1	$1,150,000	0.3848%	0.4086%	$567.71	$6,812.51	$872.62	$10,471.45	$1,440.33	$17,283.96
4L	388			0	1	$685,000	0.2109%	0.2239%	$311.09	$3,733.04	$478.17	$5,738.03	$789.26	$9,471.07
4M	608			1	1	$980,000	0.3304%	0.3509%	$487.54	$5,850.49	$749.39	$8,992.74	$1,236.93	$14,843.22
4N	1,403			3	2	$2,375,000	0.7624%	0.8097%	$1,125.00	$13,499.97	$1,729.23	$20,750.70	$2,854.23	$34,250.67
4O	1,268			3	3	$2,150,000	0.6891%	0.7318%	$1,016.76	$12,201.16	$1,562.86	$18,754.31	$2,579.62	$30,955.46
4P	621			1	1	$990,000	0.3375%	0.3584%	$497.96	$5,975.53	$765.41	$9,184.95	$1,263.37	$15,160.48
4Q	973			2	2	$1,650,000	0.5288%	0.5615%	$780.15	$9,361.78	$1,199.16	$14,389.92	$1,979.31	$23,751.70
5A	1,086			2	2	$1,875,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
5B	890			2	2	$1,615,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
5C	1,574	Terrace	766	3	3	$2,650,000	0.9594%	1.0189%	$1,415.66	$16,987.92	$2,176.00	$26,112.00	$3,591.66	$43,099.92
5D	1,476	Terrace	2,207	3	3	$2,500,000	1.1020%	1.1702%	$1,625.88	$19,510.51	$2,499.12	$29,989.46	$4,125.00	$49,499.98
5E	688	Terrace	146	1	1	$1,175,000	0.3937%	0.4181%	$580.91	$6,970.90	$892.91	$10,714.92	$1,473.82	$17,685.81
5F	1,002			2	2	$1,675,000	0.5445%	0.5783%	$803.49	$9,641.88	$1,235.04	$14,820.46	$2,038.53	$24,462.35
6A	1,086			2	2	$1,845,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
6B	890			2	2	$1,585,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
6C	666			1	1	$1,120,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
6D	1,149	Balconies	129	2	2	$1,930,000	0.6419%	0.6817%	$947.15	$11,365.85	$1,455.86	$17,470.36	$2,403.01	$28,836.21
6E	809			1	2	$1,305,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
6F	1,234	Balcony	156	2	2	$2,230,000	0.6918%	0.7347%	$1,020.79	$12,249.51	$1,569.05	$18,828.63	$2,589.84	$31,078.13
6G	649			1	1	$1,080,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
6H	669			1	1	$1,115,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
6I	998			2	2	$1,700,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
7A	1,086			2	2	$1,850,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
7B	890			2	2	$1,590,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
7C	666			1	1	$1,125,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
7D	1,149	Balcony	82	2	2	$1,950,000	0.6356%	0.6749%	$937.71	$11,252.47	$1,441.34	$17,296.09	$2,379.05	$28,548.57
7E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
7F	1,234	Balcony	63	2	2	$2,250,000	0.6792%	0.7212%	$1,002.04	$12,024.42	$1,540.22	$18,482.65	$2,542.26	$30,507.08
7G	649			1	1	$1,085,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
7H	669			1	1	$1,120,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
7I	998			2	2	$1,710,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
8A	1,086			2	2	$1,855,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
8B	890			2	2	$1,595,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
8C	666			1	1	$1,130,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
8D	1,149	Balcony	59	2	2	$1,950,000	0.6324%	0.6716%	$933.12	$11,197.45	$1,434.29	$17,211.52	$2,367.41	$28,408.98
8E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
8F	1,234	Balcony	74	2	2	$2,250,000	0.6807%	0.7228%	$1,004.26	$12,051.10	$1,543.64	$18,523.66	$2,547.90	$30,574.76

SCHEDULE A

PARAGON CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Categorical Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
8G	649			1	1	$1,090,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
8H	669			1	1	$1,125,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
8I	998			2	2	$1,720,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
9A	1,086			2	2	$1,860,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
9B	890			2	2	$1,600,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
9C	666			1	1	$1,135,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
9D	1,149	Balcony	102	2	2	$1,950,000	0.6383%	0.6778%	$941.74	$11,300.82	$1,447.53	$17,370.41	$2,389.27	$28,671.24
9E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
9F	1,234	Balcony	78	2	2	$2,250,000	0.6812%	0.7234%	$1,005.09	$12,061.10	$1,544.92	$18,539.03	$2,550.01	$30,600.14
9G	649			1	1	$1,095,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
9H	669			1	1	$1,130,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
9I	998			2	2	$1,730,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
10A	1,086			2	2	$1,865,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
10B	890			2	2	$1,605,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
10C	666			1	1	$1,140,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
10D	1,149	Balcony	47	2	2	$1,950,000	0.6308%	0.6699%	$930.76	$11,169.11	$1,430.66	$17,167.96	$2,361.42	$28,337.07
10E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
10F	1,234	Balcony	93	2	2	$2,250,000	0.6832%	0.7256%	$1,008.15	$12,097.78	$1,549.62	$18,595.42	$2,557.77	$30,693.20
10G	649			1	1	$1,100,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
10H	669			1	1	$1,135,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
10I	998			2	2	$1,740,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
11A	1,086			2	2	$1,870,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
11B	890			2	2	$1,610,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
11C	666			1	1	$1,145,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
11D	1,149	Balcony	82	2	2	$1,900,000	0.6356%	0.6749%	$937.71	$11,252.47	$1,441.34	$17,296.09	$2,379.05	$28,548.57
11E	809			1	2	$1,275,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
11F	1,234	Balcony	63	2	2	$2,200,000	0.6792%	0.7212%	$1,002.04	$12,024.42	$1,540.22	$18,482.65	$2,542.26	$30,507.08
11G	649			1	1	$1,105,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
11H	669			1	1	$1,140,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
11I	998			2	2	$1,750,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
12A	1,086			2	2	$1,875,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
12B	890			2	2	$1,615,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
12C	666			1	1	$1,150,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
12D	1,149	Balcony	59	2	2	$1,910,000	0.6324%	0.6716%	$933.12	$11,197.45	$1,434.29	$17,211.52	$2,367.41	$28,408.98
12E	809			1	2	$1,285,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
12F	1,234	Balcony	74	2	2	$2,210,000	0.6807%	0.7228%	$1,004.26	$12,051.10	$1,543.64	$18,523.66	$2,547.90	$30,574.76
12G	649			1	1	$1,110,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52

SCHEDULE A

PARAGON CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Categorical Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
12H	669			1	1	$1,145,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
12I	998			2	2	$1,760,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
13A	1,086			2	2	$1,880,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
13B	890			2	2	$1,620,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
13C	666			1	1	$1,155,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
13D	1,149	Balcony	102	2	2	$1,920,000	0.6383%	0.6778%	$941.74	$11,300.82	$1,447.53	$17,370.41	$2,389.27	$28,671.24
13E	809			1	2	$1,295,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
13F	1,234	Balcony	78	2	2	$2,220,000	0.6812%	0.7234%	$1,005.09	$12,061.10	$1,544.92	$18,539.03	$2,550.01	$30,600.14
13G	649			1	1	$1,115,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
13H	669			1	1	$1,150,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
13I	998			2	2	$1,770,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
14A	1,086			2	2	$1,885,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
14B	890			2	2	$1,625,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
14C	666			1	1	$1,160,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
14D	1,149	Balcony	47	2	2	$1,930,000	0.6308%	0.6699%	$930.76	$11,169.11	$1,430.66	$17,167.96	$2,361.42	$28,337.07
14E	809			1	2	$1,305,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
14F	1,234	Balcony	93	2	2	$2,230,000	0.6832%	0.7256%	$1,008.15	$12,097.78	$1,549.62	$18,595.42	$2,557.77	$30,693.20
14G	649			1	1	$1,120,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
14H	669			1	1	$1,155,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
14I	998			2	2	$1,780,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
15A	1,086			2	2	$1,890,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
15B	890			2	2	$1,630,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
15C	666			1	1	$1,165,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
15D	1,149	Balcony	82	2	2	$1,940,000	0.6356%	0.6749%	$937.71	$11,252.47	$1,441.34	$17,296.09	$2,379.05	$28,548.57
15E	809			1	2	$1,315,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
15F	1,234	Balcony	63	2	2	$2,240,000	0.6792%	0.7212%	$1,002.04	$12,024.42	$1,540.22	$18,482.65	$2,542.26	$30,507.08
15G	649			1	1	$1,125,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
15H	669			1	1	$1,160,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
15I	998			2	2	$1,790,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
16A	1,086			2	2	$1,895,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
16B	890			2	2	$1,635,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
16C	666			1	1	$1,170,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
16D	1,149	Balcony	59	2	2	$1,950,000	0.6324%	0.6716%	$933.12	$11,197.45	$1,434.29	$17,211.52	$2,367.41	$28,408.98
16E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
16F	1,234	Balcony	74	2	2	$2,250,000	0.6807%	0.7228%	$1,004.26	$12,051.10	$1,543.64	$18,523.66	$2,547.90	$30,574.76
16G	649			1	1	$1,130,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
16H	669			1	1	$1,165,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20

SCHEDULE A

PARAGON CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Categorical Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
16I	998			2	2	$1,800,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
17A	1,086			2	2	$1,905,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
17B	890			2	2	$1,640,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
17C	666			1	1	$1,175,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
17D	1,149	Balcony	102	2	2	$1,950,000	0.6383%	0.6778%	$941.74	$11,300.82	$1,447.53	$17,370.41	$2,389.27	$28,671.24
17E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
17F	1,234	Balcony	78	2	2	$2,250,000	0.6812%	0.7234%	$1,005.09	$12,061.10	$1,544.92	$18,539.03	$2,550.01	$30,600.14
17G	649			1	1	$1,135,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
17H	669			1	1	$1,170,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
17I	998			2	2	$1,810,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
18A	1,086			2	2	$1,915,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
18B	890			2	2	$1,645,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
18C	666			1	1	$1,180,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
18D	1,149	Balcony	47	2	2	$1,950,000	0.6308%	0.6699%	$930.76	$11,169.11	$1,430.66	$17,167.96	$2,361.42	$28,337.07
18E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
18F	1,234	Balcony	93	2	2	$2,250,000	0.6832%	0.7256%	$1,008.15	$12,097.78	$1,549.62	$18,595.42	$2,557.77	$30,693.20
18G	649			1	1	$1,140,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
18H	669			1	1	$1,175,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
18I	998			2	2	$1,820,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
19A	1,086			2	2	$1,925,000	0.5902%	0.6267%	$870.74	$10,448.84	$1,338.40	$16,060.84	$2,209.14	$26,509.69
19B	890			2	2	$1,650,000	0.4837%	0.5136%	$713.60	$8,563.15	$1,096.86	$13,162.36	$1,810.46	$21,725.51
19C	666			1	1	$1,185,000	0.3619%	0.3844%	$534.09	$6,409.02	$820.94	$9,851.26	$1,355.03	$16,260.29
19D	1,149			2	2	$1,950,000	0.6244%	0.6631%	$921.31	$11,055.73	$1,416.14	$16,993.69	$2,337.45	$28,049.42
19E	809			1	2	$1,325,000	0.4396%	0.4669%	$648.71	$7,784.53	$997.13	$11,965.55	$1,645.84	$19,750.08
19F	1,234			2	2	$2,250,000	0.6706%	0.7122%	$989.53	$11,874.37	$1,521.00	$18,252.01	$2,510.53	$30,126.37
19G	649			1	1	$1,145,000	0.3527%	0.3745%	$520.33	$6,243.96	$799.80	$9,597.55	$1,320.13	$15,841.52
19H	669			1	1	$1,180,000	0.3636%	0.3861%	$536.45	$6,437.37	$824.57	$9,894.83	$1,361.02	$16,332.20
19I	998			2	2	$1,830,000	0.5424%	0.5760%	$800.29	$9,603.53	$1,230.13	$14,761.52	$2,030.42	$24,365.05
PH1A	1,709	Terrace	855	4	3	$3,300,000	1.0449%	1.1096%	$1,541.68	$18,500.14	$2,369.70	$28,436.43	$3,911.38	$46,936.57
PH1C	1,759	Terrace	882	4	3	$3,450,000	1.0757%	1.1424%	$1,587.25	$19,047.01	$2,439.75	$29,277.02	$4,027.00	$48,324.02
PH1D	1,358	Terrace	732	3	3	$2,650,000	0.8374%	0.8892%	$1,235.45	$14,825.46	$1,899.01	$22,788.10	$3,134.46	$37,613.55
PH2A	1,360			3	3	$2,650,000	0.7391%	0.7849%	$1,090.54	$13,086.48	$1,676.26	$20,115.13	$2,766.80	$33,201.62
PH2B	1,527			3	3	$2,900,000	0.8298%	0.8812%	$1,224.34	$14,692.07	$1,881.92	$22,583.08	$3,106.26	$37,275.15
PH2C	1,443			3	3	$2,750,000	0.7842%	0.8328%	$1,157.09	$13,885.11	$1,778.56	$21,342.70	$2,935.65	$35,227.81
PH2D	1,359			3	3	$2,650,000	0.7385%	0.7843%	$1,089.71	$13,076.48	$1,674.98	$20,099.76	$2,764.69	$33,176.24
PH3A	2,381	Terrace	615	3	4	$4,650,000	1.3775%	1.4628%	$2,032.41	$24,388.97	$3,124.01	$37,488.11	$5,156.42	$61,877.09
PH3C	1,443			3	3	$2,850,000	0.7842%	0.8328%	$1,157.09	$13,885.11	$1,778.56	$21,342.70	$2,935.65	$35,227.81

SCHEDULE A

PARAGON CONDOMINIUM

SCHEDULE OF PURCHASE PRICES AND OTHER FINANCIAL DETAILS

FOR FIRST FULL YEAR OF OPERATION

JULY 1, 2027 - JUNE 30, 2028

Unit	Unit Square Footage (1)	Limited Common Element (1)	Limited Common Element Square Footage (1)	BR	Bath	Offering Price (2)	Percentage of Common Interest (3)	Percentage of Categorical Common Interest (3)	Estimated Common Charges Monthly (4)	Estimated Common Charges Annually (4)	Estimated Real Estate Taxes Monthly (5)	Estimated Real Estate Taxes Annually (5)	Total of Estimated Common Charges and Real Estate Taxes Monthly (6)	Total of Estimated Common Charges and Real Estate Taxes Annually (6)
PH3D	1,359			3	3	$2,700,000	0.7385%	0.7843%	$1,089.71	$13,076.48	$1,674.98	$20,099.76	$2,764.69	$33,176.24
Residential Units Subtotal	**170,346**		**11,727**			**$297,560,000**	**94.1675%**	**100.0000%**	**$138,940.21**	**$1,667,280.15**	**$213,563.68**	**$2,562,764.00**	**$352,503.89**	**$4,230,044.15**
1A	3,798					$4,400,000	2.0639%	35.3796%	$1,511.76	$18,141.15	$3,003.32	$36,039.78	$4,515.08	$54,180.94
1B	1,613					$1,900,000	0.8758%	15.0256%	$642.04	$7,704.49	$1,275.50	$15,305.98	$1,917.54	$23,010.47
1C	5,324					$6,150,000	2.8928%	49.5948%	$2,119.18	$25,430.10	$4,210.02	$50,520.24	$6,329.20	$75,950.34
Non-Residential Unit Subtotal	**10,735**		**0**			**$12,450,000**	**5.8325%**	**100.0000%**	**$4,272.98**	**$51,275.75**	**$8,488.84**	**$101,866.00**	**$12,761.82**	**$153,141.75**
TOTAL	**181,081**		**11,727**			**$310,010,000**	**100.0000%**		**$143,213.19**	**$1,718,555.90**	**$222,052.52**	**$2,664,630.00**	**$365,265.71**	**$4,383,185.90**

Limited Common Elements are considered uninhabitable space and may not be legally used as a bedroom or living room and to do so may result in a building code violation being issued for the Building. No structures of any kind may be erected on these Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures.

The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building after construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. See Footnote 5 to Schedule A and the section "Real Estate Taxes" for more information regarding the projected assessed valuation after completion of construction.

NOTES TO SCHEDULE A

1. Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Offering Plan. Dimensions listed on Schedule A are based on this method of measurement; since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of each Unit is significantly less than the area listed in Schedule A. Purchasers should note that the square footage of each Unit, as reflected in Schedule A, the Floor Plans set forth in Part II of the Offering Plan, and in Exhibit B to the Declaration set forth in Part II of this Offering Plan are approximate and are subject to immaterial construction tolerances and variances. Each Residential Unit is measured horizontally from the exterior side of exterior walls (perimeter columns and mechanical pipes, ducts and shafts are not deducted) to the midpoint of the interior walls and partitions separating one Unit from another Unit, or separating a Unit from public corridors, and other mechanical equipment spaces or any Common Elements or Limited Common Elements. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit. Each Unit will be measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit, not including the Building heating equipment and system, plumbing, gas and electrical fixtures and equipment as used in the preceding sentence include exposed and unexposed (to the extent solely serving or benefiting the Unit) gas and water pipes attached to the fixtures, appliances and equipment fixtures, appliances and equipment, and appliances and any special equipment, fixtures or facilities affixed, attached, or appurtenant to the Unit.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for

the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

2. The Purchase Prices of Units may be negotiated by Sponsor and therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Offering Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices, without filing an amendment to the Offering Plan at any time during the offering period, if such a decrease in the Purchase Price does not constitute a general offering or an advertised price, but is rather the result of an individually negotiated transaction. See "Changes in Prices and Units" and "Unit Closing Costs and Adjustments" in Part I of the Offering Plan, for a more detailed description of purchase prices and closing costs.

Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if

such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more and a new supplemental tax where consideration is $2,000,000 or more (collectively, the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at Closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

3. The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of §339-i(1)(iv) of the Condominium Act, is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, as well as, the uniqueness of the Unit. The Common Interest is the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appertaining to each Unit.

4. The projected Common Charges provide for the maintenance of the Property outlined in Schedule B. The actual first year of operation may be earlier or later than the projected annual period. In addition to these estimated charges, each Unit Owner will be responsible for paying the following charges pertaining to their Unit:

(i) mortgage debt payments under any loan or loans obtained to finance the acquisition of a Unit;

(ii) each Unit Owner shall be responsible for paying for the costs of separately metered

or sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges; See "Schedule B-1" in Part I of the Offering Plan for a more detailed description of the utilities each Unit Owner shall be responsible for paying for their Unit.

(iii) the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit (including, without limitation, the equipment and appliances contained therein); and

(iv) the cost of insurance that the Unit Owner covering (a) furniture, belongings, equipment and other personal property and (b) The Unit Owner's liability to others for personal injury or property damage as a result of occurrences in the Unit. Common Expenses are allocated only among the Unit Owners in accordance with their Common Interest.

5. The Residential Units will be classified as Tax Class 2 property (more than three units or three floors) upon completion of the improvements. The policy of the New York City Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest, in relation to the assessed value of the entire property. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest.

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by Metropolitan Realty Exemptions, 349 Keap Street, Brooklyn, NY 11211 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated March 19, 2025, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building after construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. If Sponsor completes construction earlier than anticipated, or if the Department of Finance assesses the Building as complete earlier than anticipated by the Property Tax Professional, then projections for post-construction assessments may be in effect sooner than projected. The Property Tax Professional has taken the following factors in account when formulating their opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in the neighborhood which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space.

The Property Tax Projection Letter provides, in part, that upon conversion to a condominium, the Residential Units will be designated Tax Class 2, Non-Residential Units will be designated Tax Class 4, and the final assessment roll may only reflect a land assessment when it is published in May. Property Tax Professional assumed a Tax Class 2 tax rate of 12.500% and Tax Class 4 tax rate of 10.762%.

Estimated Residential Assessed Value:	$20,502,108
Estimated Residential Tax Liability:	$2,562,764
Estimated Non-Residential Assessed Value:	$946,532
Estimated Non-Residential Tax Liability:	$101,866

The Schedule A set forth in Part I of the Offering Plan allocates the estimated real estate taxes for the First Year of Operations to all Residential Units based on each Residential Unit's Common Interest. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

No warranty, guarantee or assurance is given that:

(i) any projected or estimated amount set forth above including, without limitation, the estimates of the Property's assessed valuation during the First Year of Operations; the estimates of the portions of such assessed valuations that will be allocable to the Units; the tax rate that will be in effect during the first year; will approximate the actual amount; or

(ii) the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Property Tax Professional for such purpose, or that the New York City Department of Finance will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above.

6. The total monthly carrying charges do not reflect the after tax cost of the carrying charges. A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the

indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).. The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Please consult Counsel's Income Tax Opinion in Part I of this Offering Plan for all conditions of deductibility. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS STATED, OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B

PARAGON CONDOMINIUM
SCHEDULE OF ESTIMATED INCOME AND EXPENSES
FOR FIRST FULL YEAR OF OPERATION
JULY 1, 2027 - JUNE 30, 2028

PROJECTED INCOME

COMMON CHARGES - RESIDENTIAL UNITS	(1)	1,667,280.15
COMMON CHARGES - NON-RESIDENTIAL UNITS	(1)	51,275.75
		1,718,555.90

PROJECTED EXPENSES

		Total	Residential	Commercial
LABOR	(2)	$ 580,000.00	$ 580,000.00	$ -
ELECTRICITY	(3)	$ 258,417.50	$ 258,417.50	$ -
GAS	(4)	$ 1,000.00	$ 1,000.00	$ -
WATER CHARGES & SEWER RENTS	(5)	$ 135,270.40	$ 127,380.75	$ 7,889.65
REPAIRS, MAINTENANCE & SUPPLIES	(6)	$ 55,000.00	$ 51,792.13	$ 3,207.88
SERVICE CONTRACTS	(7)	$ 152,500.00	$ 143,605.44	$ 8,894.56
INSURANCE	(8)	$ 280,000.00	$ 263,669.00	$ 16,331.00
MANAGEMENT FEE	(9)	$ 75,000.00	$ 70,625.63	$ 4,374.38
LEGAL AND AUDIT FEES	(10)	$ 9,500.00	$ 8,945.91	$ 554.09
RESERVE FUND	(11)	$ 171,868.00	$ 161,843.80	$ 10,024.20
TOTAL OPERATING EXPENSES		$1,718,555.90	$1,667,280.15	$ 51,275.75

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2027 to June 30, 2028. The actual First Year of Condominium Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon, within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

The Notes to Schedule B below are an integral part of this Schedule and should be read in conjunction herewith.

FOOTNOTES TO SCHEDULE B

1. Income

These amounts represent the total Common Charges to be levied against and collected from the Unit Owners during the projected First Year of Operations. The Common Charges will be utilized by the Board of Managers to defray the operational expenses of the Condominium. Common Expenses are allocated among the Units on the basis of percentage of Common Interest.

No warranty is made with respect to the amount of any budget item. The projected budget has been reviewed by the Sponsor's budget expert, D&D Management Services, 6725 13th Avenue, Brooklyn, NY 11219. Based upon the consumption and related Building maintenance information that the Sponsor has provided to D&D Management Services, the budget is believed to be reasonable.

Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Declaration and Article 10 of the By-Laws, set forth in Part II of this Offering Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation.

2. Labor

The Condominium association will not employ any staff on payroll as an association, all staff to be provided by the Managing Agent, Andover Property Management Inc., 60 Cutter Mill Road Suite 405, Great Neck NY 11021. The Condominium will contract for 24/7 doorman coverage, and a full-time 40 hour per week superintendent and two full-time 40 hour per week porters who will be responsible for cleaning and maintaining the sidewalks in front of the Building, cleaning and maintaining the Common Elements, bag and put out refuse on curb side for pick up in accordance with the schedule provided by the Department of Sanitation, and cleaning and performing repairs required for the operation of the Waterfront Public Access Area.

Such level of staffing complies with all applicable housing and labor laws. The Administrative Code of the City of New York, § 27-2052, *et seq.,* requires one of the following when a building has nine or more rental units: (1) that the owner performs the janitorial services; or (2) that there be a full time superintendent who resides in the building or within 200 feet of the building; or (3) that there be a janitorial service approved by the Department of Buildings available 24 hours per day; condominium unit owners are considered resident owners and are responsible for providing for adequate janitorial services in their multiple dwelling buildings; at the Board of Managers and Unit Owners' discretion, this may include providing the services themselves and hiring a competent janitor or superintendent to assist them (see Hatcher v. Bd. of Managers of 420 W. 23rd St. Condo., 2007 NY Slip Op 3750, 39 A.D.3d 436, 835 N.Y.S.2d 112 (App. Div.) and Hatcher v.

Bd. of Managers, 12 Misc.3d 78 at 80, 819 N.Y.S.2d 374 [2006]). While the Board of Managers will be legally responsible for janitorial services, the superintendent and porters will perform all required services; the Board of Managers will only be responsible to perform all required janitorial services, or locate an alternate provider, if the superintendent and porter fail to do so.

3. Electricity

The amount set forth is the estimate for the electricity consumed only by the Common Elements, since the electricity for Units is individually metered by Consolidated Edison of New York. Electricity will be used to operate any water pumps, miscellaneous building equipment such as fans and lighting throughout the interior and exterior of the Common Elements areas of the Building. Allocation of the electricity consumed with respect to the Common Elements is based on a master meter from Consolidated Edison explicitly for the Common Elements.

The projected Common Element electricity cost is based on a consumption of 950,064.2 kWh/year of electricity at an average cost of $0.272 per kWh.

The foregoing estimate is based upon the opinion letter dated April 17, 2025, from EJC Engineering, PLLC, 136-18 39th Avenue, Suite 703, Flushing, NY 11354; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of electricity during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the utility company.

See Schedule B-1 for the projected costs associated with individual Unit consumption.

4. Gas

The amount set forth is the estimate for the gas consumed only by the Common Elements. Gas will be used to operate the backup generator. The cost of gas consumed by the generator will be borne by the Unit Owners as a Common Charge and be allocated to each Unit in proportion to their Common Interest. Non-Residential Units will be individually metered if they choose to install gas service. Residential Units do not have gas service.

5. Water Charges and Sewer Rent

Water and sewer charges for the Building are assessed by the City of New York based on the actual amount of usage. There will be one meter servicing the entire Building, and the charges for same will be apportioned amongst all Units based on each Unit's Common Interest. The City of New York charges per hundred cubic feet of water and sewer use (approximately 748 gallons). It is estimated that the annual water consumption will be 10,727 HCF at an estimate cost of $12.61 per HCF.

The foregoing estimate is based upon the opinion letter dated April 17, 2025, from EJC Engineering, PLLC, 136-18 39th Avenue, Suite 703, Flushing, NY 11354; their opinion is based on their professional expertise and industry standards. It is impossible to predict whether the budgeted figure will reflect the actual cost of water during the First Year of Operations. This cost will vary with both the level of consumption and the rate charged by the City of New York.

6. Repairs, Maintenance and Supplies

This figure represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting, and supplies such as cleaning supplies, light bulbs, fixtures, hardware, garbage bags, etc. used in connection with the operation of the Common Elements. The foregoing estimate is based upon the opinion of Sponsor's budget expert, D&D Management Services.

7. Service Contracts

Amounts indicated below are estimates made by the D&D Management Services based upon the Managing Agent's experience of managing similar properties and certain written proposals set forth below. No maintenance or service contracts have been entered into as of the filing date of the Offering Plan.

Communication & Security System	$7,500.00
Elevator Maintenance	$15,000.00
Exterminating	$7,000.00
Fire Protection/Central Station	$7,500.00
Window Washing	$25,000.00
Heating and Cooling System	$5,000.00
Intercom/ Front Desk Software	$3,500.00
Landscaping & Lobby Flowers	$36,000.00
Metal, Marble, & Wood Maintenance	$4,000.00
Sprinkler System	$5,000.00
Uniform Cleaning & Maintenance	$4,500.00
Environmental remediation	$32,500.00

8. Insurance

The projected insurance premium is based on the letter dated March 11, 2025 from Oakmont Insurance Services LLC, 30-50 Whitestone Expressway, Suite 302, Flushing, NY 11354.

<u>Property</u>	
Building:	$86,000,000
Business Income:	$2,000,000
Flood:	$250,000
Deductible:	$25,000
Flood Deductible:	$5,000
<u>General Liability</u>	
Limits of liability insurance:	
Per Occurrence:	$1,000,000
General Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
Damages to Premises Rented to You:	$50,000
Med-Pay:	$5,000

Hired & Non-owned Auto:	$1,000,000

Commercial Excess Liability

Limits of liability insurance:	
Per Occurrence:	$10,000,000
General Aggregate:	$10,000,000
Deductible/SIR:	$10,000

Directors & Officers

Liability Limits:	$1,000,000
Premium including taxes & fees:	$5,000.00

Fidelity / Crime

Liability Limits:	$1,000,000
Premium including taxes & fees:	$10,000.00

In the opinion of Oakmont Insurance Services LLC, the foregoing coverage is sufficient to replace the Building in the event of a total or partial loss so that the insured shall not be a co-insurer during the First Year of Operations.

The estimated insurance expense is based upon a quote that projects rates for the First Year of Operations. However, because conditions in the insurance marketplace are volatile, it is not possible to predict exactly what the premiums will be during this time. Purchasers should be aware of the possibility of rate increases. In addition, if a partial TCO is obtained, as opposed to a TCO for the whole Building, the estimated cost of insurance for the same coverage proposed is estimated to be four times higher.

Sponsor will procure on behalf of the Board, on or before the date of the First Closing, the fire, casualty, and general liability insurance required to be carried by the Condominium. The insurance budget provides that the Condominium will have public liability insurance at Closing. The insurance coverage meets the requirements of Sponsor's lender. The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Board of Managers; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and Unit Owners; and a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

In addition to the insurance set forth herein, Unit Owners must obtain, at the time of Closing, supplemental or additional insurance for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required,

the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

9. Management Fees

Based on the management agreement to be entered into with Andover Property Management Inc., 60 Cutter Mill Road Suite 405, Great Neck NY 11021, at or before the First Unit Closing, it is expected that the Managing Agent will receive an annual fee of $75,000 for the First Year of Operations. The management fees are at prevailing rates. Reference should be made to the section "Management Agreement" in Part I of the Offering Plan for further discussion of the terms of the Management Agreement. Expense allocated based on actual percentage of common interest. The Managing Agent is affiliated with the Sponsor or principals of Sponsor.

10. Legal and Audit Fees

The estimate of legal expense is based upon any anticipated consultation with an attorney to be retained by the Board of Managers. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. No separate counsel has been appointed by Sponsor for the Condominium, it is not anticipated that any legal expense shall be required by the Condominium during the First Year of Operations. Therefore, $0 has been allocated to this expense. However, in the event that legal services are required by the Condominium, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained; in the event Working Capital Funds are insufficient to pay for a retainer or invoiced services, a special assessment may be assessed against the Units. In future years, the legal expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if future legal expenses are attributable to solely to Residential Units, then legal expenses will be allocated to the Residential Units.

During the Sponsor Control Period, a certified public accountant will be responsible for auditing the Condominium's books and records and preparing the requisite audited financial statements. In addition, the accountant will be responsible for filing federal, state and city income tax returns. The amount set aside for this service is $9,500. This projection is based on an estimate received from Licata Papadopoulos & Simonetti, 510 Broadhollow Road, Suite 110, Melville, NY 11747. This expense has been allocated based on Common Interest. In future years, this expense will be allocated in compliance with 339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular Unit Owners. For example, if a tax certiorari is performed to reduce the taxes of Residential Units, the expenses related to the tax certiorari will be allocated to the Residential Units.

11. Reserve

A separate bank account for a reserve fund is being established; Section 2.6 of the Bylaws

authorizes the Board of Managers to establish a reserve fund for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. The budgeted figure does not include these initial contributions. The Board of Managers, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Fund line item in the Condominium's annual budget. It is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

IN THE OPINION OF D&D MANAGEMENT SERVICES, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF OPERATIONS. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

PARAGON CONDOMINIUM
ESTIMATED UTILITY EXPENSES FOR INDIVIDUAL UNITS
FOR FIRST FULL YEAR OF OPERATION
JULY 1, 2027– JUNE 30, 2028

The following chart sets forth the estimated annual electric costs for lighting and operating typical electrical appliances in each Unit.

Unit Type	Area	Estimated Annual Electricity Consumption (kWh)	Estimated Annual Electricity Cost	Estimated Monthly Electricity Cost
Studio	418	02,685	$730	$61
1- Bed	592	03,803	$1,034	$86
1- Bed	692	04,445	$1,209	$101
2- Bed	890	05,717	$1,555	$130
2- Bed	1234	07,946	$2,161	$180
3- Bed	1354	08,698	$2,366	$197
3- Bed	1605	10,311	$2,805	$234
3- Bed	2992	19,221	$5,228	$436
4- Bed	1755	11,274	$3,067	$256

The electric estimate for individual Unit Owners is based on a rate of $0.272 per kWh. The foregoing estimate is based upon the opinion letter dated April 17, 2025, from EJC Engineering, PLLC, 136-18 39th Avenue, Suite 703, Flushing, NY 11354; their opinion is based on their professional expertise and industry standards.

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors which are beyond the control of the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants.

In view of the varying costs of energy, it is not possible to predict with certainty whether the estimated figures will reflect the actual cost to be incurred during the First Year of Operations, although it is believed that reasonable provisions for increased costs have been made. The actual cost for electricity will vary depending upon various factors, including the amount of consumption, the rates of the utility company (which fluctuate periodically), and the possibility of changes in the methods of calculating charges by the utility company.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

COMPLIANCE WITH REAL PROPERTY LAW §339-i

May 30, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: Paragon Condominium
45-40 Vernon Boulevard, Long Island City, NY 11101

To Whom It May Concern:

All capitalized items not otherwise defined herein shall have the same meanings ascribed to them in the Offering Plan for the captioned Condominium.

This firm has over twenty years' experience in the practice of real estate law and has no beneficial interest in Sponsor or the profitability of the above referenced Condominium project.

The Sponsor has requested our opinion on whether the method used to determine the undivided percentage of common interest of each Unit in the Common Elements in the above referenced Condominium complies with Real Property Law §339-i ("§339-i").

In connection with this opinion, we have reviewed Schedule A, the Declaration and the Floor Plans and have assumed the statements and information contained therein are correct and accurate. We have not reviewed or verified the calculations of floor areas used in determining the sizes of the Units.

We have been advised that the Common Interests of each Unit have been allocated based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. This method of allocation is in accordance with §339-i(1)(iv) of the New York State Real Property Law. The aggregate Common Interests of all Units equal one hundred percent (100%). We have evaluated the allocation of Common Interests between the Units made by the Sponsor based on the foregoing factors and it is our opinion that the allocation of Common Interests is consistent with §339-i(1)(iv).

This opinion is confined to the matters addressed herein with respect to §339-i and is not

intended, nor should it be construed, as an opinion on any other aspects of the Condominium. Further, we assume no obligation to update or supplement this opinion to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances that may hereafter come to our attention pertaining to the subject matter hereof. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will Sponsor, Marans Newman Tsolis & Nazinitsky LLC, Selling Agent, Managing Agent or the Board of Managers be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in §339-i or other applicable Law

We consent to the submission of this opinion to the New York State Department of Law in connection with the Offering Plan for the subject condominium conversion and to the reference to our name therein in connection with this opinion.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC



By: _____
Richard Marans, Member

NON-RESIDENTIAL UNITS

The Building contains three Non-Residential Units. Subject to compliance with all laws, including, without limitation, the Certificate of Occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purposes. Examples of commercial uses include, but are not limited to, a retail store, pharmacy, school, laundromat, and bank. Examples of community facility uses include, but are not limited to, a school, religious institution, library, medical center, day care, non-commercial recreation centers, non-commercial art gallery, and a museum.

Article 6 of the Declaration contains the impermissible uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner reasonable for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a homeless shelter, soup kitchen, or similar use
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like

The Board of Managers and the Residential Unit Owners will not have any right to restrict or limit any lawful use of a Non-Residential Unit beyond restrictions currently permitted or provided in the Declaration and By-Laws. No representation or warranty is made as to who the owner or tenants of the Unit may be at any time, or as to the uses to which such Unit may be put at any time. The Sponsor-Controlled Board shall not be permitted to amend the Declaration or By-Laws to permit any of the currently impermissible uses of the Non-Residential Units; see section 6.3 of the Declaration.

The Common Charges payable by Non-Residential Unit Owners shall be sufficient to cover the expenses attributable to said Units. Expenses will be allocated in compliance with §339-m of the Real Property Law based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners. §339-m of the Real Property Law permits the Board of Managers of a Condominium to specially allocate and apportion common expenses among Residential and Non-Residential Units "based on special or exclusive use or availability or exclusive control of particular units or common areas by particular unit owners", if so authorized by the Declaration and By-Laws. Article 14 of the Condominium Declaration and Article 9 of the By-Laws, set forth in Part II of this Plan, authorizes the Board of Managers to allocate the costs of operating the Condominium among the Residential and Non-Residential Unit Owners pursuant to the allocations set forth in the Budget for the Condominium's First Year of Operation. If any category of Unit Owner contends that any method of allocation determined by the Board of Managers is inequitable, the dispute may be submitted to arbitration as provided in Article 16 of the By-Laws. Since a Non-Residential Unit Owner is responsible for all internal repairs and maintenance, heavier wear and tear attributable to commercial use of a Non-Residential Unit shall not impact the budget for the Condominium. Any increase in expenses for services provided to the Residential Units, but which are not utilized by a Non-Residential Unit, or services which are provided to a Non-Residential Unit, but which are not utilized by the Residential Units, shall not impact the Common Charges payable by a Non-Residential Unit Owner or by the Residential Unit Owners, nor shall such increases be passed along as an assessment or surcharge to either party. If the Board of Managers incurs any increase in insurance premiums as a direct result of an increase in insurance risk resulting from any special use of the Non-Residential Unit, such Unit Owner shall bear the cost of any such increase in insurance premiums over the premiums that would be charged but for the extra insurance risk due to the use of such Unit.

A Non-Residential Unit Owner has certain special rights under the Declaration; it is not anticipated that such differences in rights and obligations will have a materially adverse impact upon the Condominium. Except to the extent inconsistent with the By-Laws or prohibited by law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in the Non-Residential Unit from time to time; (3) change the Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between the Non-Residential Unit, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is

lawful at the time that such amendment is made.

In addition, a Non-Residential Unit Owner will have an easement through and along all of the General Common Elements and Residential Common Elements to install, maintain, operate, repair and replace any and all cables, conduits, wires, apparatus and equipment as may be required in connection with telecommunications and the general operation of a Non-Residential Unit and similar equipment. Any utility, cable TV or similar company that is entitled by law to install equipment in such portion of the Common Elements shall have an easement through a Non-Residential Unit in such manner as shall be reasonably determined by the Board of Managers. Each of the foregoing easements shall be exercised in such manner as to not unreasonably disrupt the use by other Unit Owners of their respective Units. However, it is Sponsor's opinion that the foregoing rights in favor of a Non-Residential Unit Owner will not have a material adverse impact upon the Condominium.

CHANGES IN PRICES AND UNITS

Changes in Prices

The Units will be offered at the prices set forth in Schedule A. Offering prices may be changed by a duly filed amendment to the Offering Plan when the change in price is an across-the-board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. However, prices and specified terms of sale may be negotiated on an individual basis and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at lower prices than those set forth in Schedule A, provided that in the case of a price increase to an individual Purchaser an amendment containing the new price will be submitted to the Department of Law prior to a contract being entered into at a higher price. In the case of an individual price decrease, no amendment shall be necessary for the price to be effective. If an amendment whose sole purpose is to effect a change in price is submitted to the Department of Law for filing, and no prior amendment has been submitted to but not yet filed by the Department of Law, the amendment shall be deemed filed when submitted.

Changes in Units

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Offering Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make immaterial changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. A decrease in a unit’s area of 5% or less will not affect a Purchaser’s obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of an immaterial inaccuracy or immaterial error in the Floor Plans.

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration and without the consent of Purchasers, Unit Owners or the Board of Managers, with respect to Unsold Units, to (i) change or reverse the layout of any Unsold Unit and make adjustments in interior dimensions of Unsold Units, (ii) change the number of rooms in any Unsold Unit, (iii) change the size and/or number of Unsold Units by subdividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units into one or more Unsold Units, altering boundary walls of Unsold Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting Unsold Units into one or more Unsold Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Unsold Units affected by such change.

In the event Sponsor changes the size and/or number of Units, Sponsor shall increase or decrease the Common Interests appurtenant to such affected Units accordingly; the aggregate

amount of the Common Interests of all of the Units shall remain at 100%. As a result of such a reapportionment of Common Interests of affected Units, the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of such affected Units will be increased or decreased in direct proportion to changes made to Common Interests. However, the amount of the Common Charges and real estate taxes and assessments payable by the Owners of Units unaffected by these changes and for whom there has been no change in Common Interest will not be varied. Common Interest need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Offering Plan and, when applicable, to the Declaration. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of Common Elements. Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license, or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner provided that such Common Element was not offered in the Offering Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license, or transfer will not require the consent of any other Purchaser or Unit Owner, nor will it require notice to the Board of Managers, except as set forth below. In the event Sponsor sells or otherwise transfers any portion of the Common Elements after the recording of the Declaration and such sale or transfer affects the percentages of Common Interest in the Building, Sponsor will: (i) obtain the consent of the affected Unit Owner(s) and provide notice to the Board of Managers; (ii) disclose such sale or transfer in a duly filed amendment to the Offering Plan; and (iii) reflect such change in an amendment to the Declaration and Tax Lot Drawings, if applicable and required.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units or to size, dimension, layout, quantity or quality of Common Elements, due to site conditions, governmental requirements or other unforeseen circumstances beyond Sponsor's control, and after Sponsor has exhausted all reasonable alternatives to avoid any such material changes and it has been reasonably determined that there are no reasonable options to maintain such size, dimension, common interests, floor space or layout of Units or the size, dimension, layout, quantity or quality of Common Elements disclosed in the Offering Plan, Sponsor will amend the Offering Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be materially and adversely affected by such changes, will be given the right to rescind the Purchase Agreement and at least fifteen (15) days within which to exercise this right, and if rescission is exercised, will receive back the Deposit made thereunder together with any interest earned thereon.

The provisions of the Declaration concerning combination and/or partitioning of any Unit by the Sponsor or Successor Sponsor may not be modified or deleted by amendment without the written consent of the same. Sponsor shall have the power to execute any documents on behalf of the Condominium required in connection with any amendment to the Declaration or By-Laws

permitted or required above or to any application or other documents required in connection with any such amendment by any administrative agencies asserting jurisdiction there over, including, without limitation, any application or documents required by the Building Department and/or the Real Estate Assessment Bureau in connection with designations of separate tax lots for the affected Units or otherwise. Nonetheless, the Unit Owners not involved in any such change and the Board of Managers shall execute promptly and without charge any documents or applications necessary or convenient in connection with the effectuation of the provisions hereof, and by accepting the deed for their Unit a Unit Owner grants to the Board of Managers and Sponsor an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any amendment to the Declaration and the By-Laws and any and all documents and applications necessary or convenient to effectuate the foregoing. The form of said Power of Attorney is contained in Part II of the Offering Plan. Sponsor and Successor Sponsors may have the rights described herein so long as Sponsor or Successor Sponsor continues to own an Unsold Unit.

INTERIM LEASES

Unsold Units may be leased to Purchasers who have executed a Purchase Agreement for such Unit at any time, both before and after the First Closing. Once a Purchase Agreement is accepted for a vacant Unit, however, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof pursuant to a lease (an "Interim Lease") on the terms set forth in this Section. The form of the Interim Lease is located in Part II of the Offering Plan. Purchasers will be responsible for a $3,000.00 fee, payable to Sponsor's attorney, for the preparation of Interim Lease Agreement if Purchaser requests an Interim Lease.

Interim leases will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, or the New York City Rent Stabilization Code, as such laws are presently in effect. The term of each such Interim Lease shall expire on the earliest to occur of (i) the date of closing of title to the Unit covered by such Interim Lease, (ii) the date fixed in the Interim Lease for the expiration of the term, (iii) the date upon which the Interim Lease is terminated at the option of Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Unit or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under applicable laws.

In the event a Purchaser takes possession of a Unit prior to Closing pursuant to an Interim Lease, upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after written notice thereof, or within 30 days after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the Unit will terminate, and Purchaser must vacate the Unit. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement. Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. See the "Form of Interim Lease Agreement" set forth in Part II of the Offering Plan.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon surrendering possession of their Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after they elect to terminate or rescind. Purchaser must also pay any rent due and payable under their Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage to their Unit or of any other liability under the Purchase

Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Purchase Price of the Unit subject to the Interim Lease unless such term is negotiated by Sponsor and Purchaser.

If the Offering Plan is abandoned, a Unit occupied pursuant to an Interim Lease shall be subject to the provisions of any applicable rent laws that may be in effect with respect to such Unit at the time of such abandonment.

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property. Purchasers are advised to consult with an insurance broker prior to executing an Interim Lease.

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

Any Interim Lease shall be subordinate to the mortgage held by Sponsor's Mortgagee; in the event of a foreclosure, any rights to occupy the Unit pursuant to an Interim Lease will be terminated.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

If there are any inconsistencies between the Interim Lease and the Offering Plan, the terms of the Offering Plan shall govern.

PROCEDURE TO PURCHASE

Offering Plan

This Offering Plan sets forth all the material terms of the offer to sell Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Offering Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served pursuant to 13 NYCRR § 20.1(d). The Offering Plan, including Part II, constitutes the entire offer of the Sponsor. Copies of the Offering Plan and all exhibits submitted to the Department of Law in connection with the filing of this Offering Plan will be available for inspection without charge by prospective Purchasers or their attorneys and copying at a reasonable charge at the Building after the on-site sales office is open and at the office of the selling agent or Sponsor. Copies of the Offering Plan will be available to prospective purchasers for a $200.00 deposit, made payable to Sponsor, in the form of a check; Sponsor shall hold the $200.00 check without depositing it, and shall return the check upon the earlier of (a) the return of the Offering Plan in substantially the same condition as it was provided to Purchaser, such condition to be determined at the sole discretion of Sponsor in good faith; or (b) the Closing of Purchaser's Unit. If such prospective purchaser does not close on a Unit, or Sponsor determined the Offering Plan was not returned in substantially the same condition as it was provided to Purchaser, then the $200.00 check will be deposited by Sponsor and shall not be returned. Copies of the Offering Plan and all exhibits submitted to the Department of Law are also available for inspection, without charge, and copying, at a reasonable fee, at the New York State Department of Law, 28 Liberty Street, 21st Floor, New York, NY 10005.

Purchase Agreement

A person desiring to purchase a Unit will be required to execute in duplicate a Purchase Agreement, substantially in the form set forth in Part II of this Offering Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the Purchase Price. Said check shall be drawn to the order of "Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent." All funds received from Purchasers, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC as Escrow Agent.

Purchasers will be afforded at least three (3) business days to review the Offering Plan and all filed amendments thereto prior to executing a Purchase Agreement. In the event a Purchaser has not had at least three (3) business days to review the Offering Plan and all filed amendments prior to signing and delivering a Purchase Agreement, the Purchaser may rescind within seven (7) days of delivery of an executed Purchase Agreement together with the required Deposit by giving the Sponsor written notice of such rescission by personal delivery (or if sent by mail such notice must be postmarked within the seven-day period).

If the Sponsor elects to accept the Purchase Agreement, one counterpart thereof signed by the Sponsor or a pdf version of the Purchase Agreement signed by Sponsor if the Agreement allows for same, will be returned to the Purchaser or Purchaser's counsel within thirty (30) days of delivery of the same to the Sponsor. If the Purchase Agreement is not accepted by Sponsor by the

end of such period it will be deemed rejected. Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, sex, national origin, ancestry, or any other ground proscribed by law. In the event of such rejection, the Purchaser's Deposit will be promptly refunded. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of the Sponsor is delivered to the Purchaser or Purchaser's counsel.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing and neither party shall have any further rights or obligations arising thereunder or relating thereto. The relevant escrow trust fund provisions are included in Paragraph 4 of the Purchase Agreement. The Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 4 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser.

A complete copy of the form of Purchase Agreement is included in Part II of the Offering Plan.

Non-Residential Units will be sold pursuant to an individually negotiated purchase agreements; the terms and conditions provided in this section of the Offering Plan apply only to Residential Units unless otherwise applicable pursuant to law or the terms of the individually negotiated purchase agreement.

Purchase Agreement is Not a Lien

Neither the Purchase Agreement nor the Deposit or any payment given for special work is a lien against the Property or the Unit. Purchaser may not record the Purchase Agreement and will be in default if Purchaser attempts to record it.

Conflicts between Offering Plan and Purchase Agreement

Any conflict between the Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. However, this shall only be applicable to initial Purchasers who purchase their Unit from Sponsor.

The Purchase Agreement and Offering Plan may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law.

Purchaser Financing

The terms and provisions of the Purchase Agreement and Purchaser's obligations thereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof). Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations under the Purchase Agreement. A Purchaser who does not obtain financing

may lose the Deposit if they are unable to otherwise raise the monies for the Balance. A Purchaser who requires financing is advised to consult with a lending institution before execution of the Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of Units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Balance of Purchase Price and Closing Documents

After the Offering Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser that the Offering Plan was declared effective on a certain date and setting such Purchaser's Closing Date. Such notice will be served in compliance with the regulations promulgated by the New York State Department of Law no less than thirty (30) days before the date set for the Closing of the Units. Purchasers may waive this thirty (30) day notice provision in a writing addressed to Sponsor.

There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan; any missed deadline is a material breach that would entitle Sponsor to remedies provided in the Purchase Agreement. TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate the Purchase Agreement or bring an action against Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Offering Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting

to Purchaser for any of the proceeds for such sale.

NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS A REMEDY IN THE EVENT OF A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING. NOTHING IN THE FOREGOING SHALL ABROGATE A PURCHASER'S RIGHT UNDER APPLICABLE LAW TO CONTEST WHETHER PURCHASER WAS IN DEFAULT.

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,750.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Offering Plan. The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $350.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.
vii. $3,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the Deposit may be declared.

At the Closing, Purchaser shall be required to sign and deliver a Power of Attorney covering the Unit in the form contained in Part II of the Offering Plan and pay certain closing fees, costs and adjustments (see the section "Unit Closing Costs and Adjustments"). Failure to sign and deliver a Power of Attorney will be a default by Purchaser. The Purchaser will also be required to pay the New York State and New York City real property transfer tax returns, mortgage recording taxes and Sponsor's and Purchaser's attorney fees covering the sale of their Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor or required under Purchaser's Purchase Agreement. The Balance is also payable at Closing. This amount shall be paid by wire transfer or a bank, cashier's, or certified check, drawn on or issued by a New York bank, trust company of other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs in writing).

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of their other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to Purchaser. If the default is not cured within thirty (30) days after written notice thereof, then the Purchase Agreement shall be deemed terminated and Sponsor shall be entitled to the payment due under the Purchase Agreement and any payments made thereunder including any costs for any special work ordered by Purchaser together with interest earned thereon, if any, as and for liquidated damages. Termination of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to Sponsor, the Condominium or others purchasing such Unit.

In the event the Sponsor cannot convey title to the Unit by reason other than the default of the Purchaser, all monies deposited by the Purchaser shall be returned to the Purchaser. However, Sponsor may attempt to cure its inability to convey title and if it does so, Sponsor shall be entitled to an adjournment of the Closing Date for six months subject to the rights afforded to Purchasers under applicable law and the provisions of the Offering Plan.

The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and their legal or financial representative before being executed. Purchasers should be aware that if any conflict exists between the Offering Plan and the Purchase Agreement, the provisions of the Offering Plan shall in all events control; however, this shall only apply to initial Purchasers who purchase a Unit from Sponsor. The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of the Offering Plan due to individual negotiations. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such

variations contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law.

No Representations

Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as specifically represented in the Offering Plan or Purchase Agreement; as such, Purchasers are urged to ensure material representations are incorporated into the negotiated Purchase Agreement. Purchaser acknowledges it has relied solely on their own judgment and investigation in deciding to enter into the Purchase Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of the Purchase Agreement. Purchaser shall not be relieved of any of Purchaser's obligations under the Purchase Agreement, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in this Offering Plan. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, representations that are inconsistent with this Offering Plan or the Purchase Agreement will not affect Sponsor's liability under the Martin Act. The provisions of this paragraph shall survive the closing of title or the termination of the Purchase Agreement.

Costs of Enforcing and Defending Agreement.

If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. Purchaser is contractually waiving recovery of legal fees and disbursements. **The Attorney General strongly urges you to consult with an attorney before signing a Purchase Agreement.** These provisions shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Jury Trial

Except as prohibited by law, Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to the Purchase Agreement or the relationship created in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement.

Waiver of Diplomatic or Sovereign Immunity.

Purchaser waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

The Escrow Agent

The law firm of Marans Newman Tsolis & Nazinitsky LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212-968-0244, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Richard Marans, Richard Newman, Stavroula Tsolis, and Jason Nazinitsky. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

The Escrow Agent has established the escrow account at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is titled The Marans Newman Tsolis Nazinitsky Attorney Escrow Account for Paragon Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Deposits in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, duly completed and executed, the Deposit shall remain in a non-interest-bearing account. No representation is made with respect to any further changes in law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information.

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the Offering Plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of

credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of the Purchase Agreement. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used in commission of the requested work. If the Offering Plan is abandoned, all Purchase Agreements will be cancelled and all Deposits, including advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, together with any interest earned, will be refunded within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Purchase Agreement or the performance or non-performance of Escrow Agent's duties under the Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

A complete copy of the Purchase Agreement is located in Part II of the Offering Plan. The relevant escrow trust fund provisions are included in Section 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned

on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

Before funds are transferred to any new escrow account, or if the escrow agent is replaced, the Offering Plan must be amended to provide the same full disclosure with respect to any new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for any escrow account only after the Department of Law approves in writing the use of such alternate form of security.

Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms below. In the event the Offering Plan is abandoned, all Deposits and advances will be released in accordance with the terms below.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Offering Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or

(b) in a subsequent writing signed by both Sponsor and Purchaser; or

(c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit,

then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released, and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the County where the Unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations. The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

Waiver Void

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

Trust Obligation of Sponsor

Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

Lawsuits

Any lawsuit arising out of the Purchase Agreement shall be governed by the internal laws of the State of New York, shall be brought in county where the Building is located and shall be determined by the judge presiding at the trial without a jury (which the parties waive).

Risk of Loss and Restoration after Casualty

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

Lien Law

Section 71-a(3) of the Lien Law provides protections for Purchasers where the contract of sale by its terms provides for or is incidental to a contract providing for the construction of the subject building, or where a Deposit pursuant to a contract of sale is not deposited or kept in an escrow account as mandated by law. Sponsor will not use any Deposit towards the construction of the Building and will deposit and maintain all Deposits in the Escrow Account as described above in this Procedure to Purchase section, and therefore be in compliance with Section 71a(3) of the Lien Law and any other provision of law applicable to Purchasers' Deposits.

Delay in First Closing

Sponsor anticipates that the First Closing will occur by July 1, 2027. Purchasers will be offered a right of rescission if: (i) the actual date of the First Closing; or (ii) the projected date the First Closing occurs later than June 30, 2028, twelve (12) months after the projected date for the First Closing. If the Offering Plan is amended to provide for a later projected date for the First Closing, Purchasers who sign after the presentation date of such an amendment will be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date. If a Purchaser is offered rescission due to the First Closing not occurring twelve (12) months after the projected date in the Offering Plan, and such Purchaser does not exercise its right to rescind pursuant to the terms of the Offering Plan, then the Purchaser shall similarly be entitled to an offer of rescission due to a delay in the occurrence of the First Closing only if the First Closing occurs more than twelve (12) months beyond that amended, later date.

However, if the First Closing occurs before July 1, 2027 (or such other date projected as the date of commencement of the operation at the time the purchase agreement was entered into) or within the twelve (12) month period thereafter, Sponsor may schedule the closing of title to other Units significantly later than such date. Unless a Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a Closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain. Provided that Sponsor is otherwise in compliance with its obligations under the Offering Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

The First Year of Operations is estimated to be July 1, 2027 through June 30, 2028. It is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Closing may occur sooner or later than the projected First Year of Operations and closings to certain Residential Units may occur substantially before or after closing for other Residential Units. In the event the actual or anticipated commencement date of the First Year of Operations is to be delayed by six (6) months or more, Sponsor will amend the Offering Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by twenty-five percent (25%) or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Offering Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen (15) days after the presentation date of the

amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits returned, together with interest earned thereon.

FinCEN Geographic Targeting Order

Pursuant to the Geographic Targeting Order issued by the Director of the Financial Crimes Enforcement Network, title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Geographic Targeting Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of Three Hundred Thousand Dollars ($300,000.00); (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, a funds transfer, or virtual currency. This affects all residential real property closings meeting the above criteria and occurring on or after October 10, 2025. The Geographic Targeting Order expires on February 28, 2026 and will be replaced by the reporting requirements of the Anti-Money Laundering Regulations for Residential Real Estate Transfers Rule. A copy of the Order is available here:

https://www.fincen.gov/system/files/2025-10/RRE-GTO-Order.pdf

Any conflict between the Offering Plan and the Purchase Agreement will be resolved according to the terms of the Offering Plan. However, this shall only apply to initial Purchasers who purchase their Unit from Sponsor.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. If Purchaser desires to assign its rights under this Agreement or to take title in a name that differs from that reflected in the Purchase Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 made payable to Marans Newman Tsolis & Nazinitsky LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's Closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the Closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate the Purchase Agreement or excuse Purchaser from any of its obligations under the Purchase Agreement or give rise to any claim for damages against Sponsor. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser; entitling Sponsor to the default remedies set forth in the section of the Offering Plan "Procedure to Purchase," and shall be voidable at the option of Sponsor.

Notwithstanding the provision above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under the Purchase Agreement to a "Purchaser Affiliate" or to member(s) of Purchaser's "Immediate Family Members", provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in herein. For purposes of this provision: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing is controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parent, grandparent, brothers or sisters, stepchildren and/or stepparent; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Offering Plan being declared effective and compliance with the relevant conditions and time periods set forth in the Offering Plan.

The Offering Plan may be declared effective by (i) an amendment to the Offering Plan or (ii) by personal service of notice on every Purchaser or by commencement of service by mail in the manner required by 13 NYCRR Section 20.1 (d) stating that the Offering Plan is declared effective and submitting an amendment conforming to Section 20.5 (e) to the Department of Law within five (5) days confirming that the Offering Plan was declared effective on a specified date. Closing of the first Unit shall not occur until the Offering Plan is declared effective and the amendment declaring the Offering Plan effective is accepted for filing by the Department of Law.

The Offering Plan will not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Residential Units offered under the Offering Plan. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. It is still possible for Sponsor to convert the Property with fewer than the minimum number of Residential Units if Purchasers counted toward effectiveness do not ultimately purchase their Units; Sponsor will re-declare the Offering Plan effective if *all* Purchasers rescind or otherwise terminated their Purchase Agreements prior to the date of the First Closing, regardless of whether the Declaration has been recorded.

The Offering Plan will not be declared effective based on (i) Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) Purchase Agreements where the Purchaser was not afforded the seven (7) days period to rescind the Purchase Agreement or the three (3) business day period to review the Offering Plan and all filed amendments in accordance with the provisions set forth above in the section of the Offering Plan "Procedure to Purchase"; or (iii) Purchase Agreements with any Purchaser who is the Sponsor, the selling agent, the managing agent or is a principal of the Sponsor, the selling agent, the managing agent or is related to the Sponsor, the selling agent, the managing agent or to any principal of the Sponsor, the selling agent, or the managing agent by blood, marriage or adoption or as a business associate, an employee, a member, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Offering Plan must be declared effective when Purchase Agreements are executed and accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Offering Plan. One Hundred Forty Nine (149) Residential Units meets or exceeds the eighty percent (80%) threshold.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

The Offering Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Offering Plan is to be abandoned after filing and the Sponsor has accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments under Purchase Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business days after the amendment abandoning the Offering Plan has been accepted for filing. If there are no outstanding Purchase Agreements, the Sponsor need not submit an amendment but shall submit a form RS-3 to the Department of Law.

Once the Offering Plan has been declared effective or executed Purchase Agreements for eighty percent (80%) of the Units have been executed and accepted by Sponsor, the Offering Plan may not be abandoned unless one of the following events occur:

(i) There is a title defect which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount;

(ii) Substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount; or

(iii) The taking of any material portion of the Property by condemnation or eminent domain. In calculating such amount Sponsor shall not include attorney's fees or title defects or determinations of any authority or regulatory association existing on the date of presentation of the Offering Plan and are either known to the Sponsor or are a matter of public record.

TERMS OF SALE

The terms "Closing of Title" or "Closing" as used herein means the transfer of ownership of a Condominium Unit from Sponsor to the Purchaser(s) thereof.

The Purchase Agreement is contingent upon the Offering Plan being declared effective. If the Offering Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor, including advances made for upgrades, extras, or custom work, shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto.

Once the Offering Plan has been declared effective, the Sponsor will fix the dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the First Closing and setting such Purchaser's Closing Date. Such notice will be served no less than thirty (30) days before the date set for the Closing of each Unit.

At Closing, Sponsor will execute and deliver to each Purchaser a bargain and sale deed with covenant against grantor's acts substantially in the form set forth in Part II of the Offering Plan and in proper form for recording. Each Unit and its appurtenant Common Interest will be conveyed free and clear of all liens, encumbrances and title exceptions other than those described below and the proposed Unit Deed contained in Part II of the Offering Plan.

Permitted Exceptions

Title to each Unit will be subject to the following exceptions (the "Permitted Exceptions"):

1. Rights of tenants or persons in possession, if any;

2. Standard exceptions contained in the title report;

3. Taxes, tax liens, tax sales, water rates, sewer rents and assessments set forth herein.

4. The following form title exceptions:

   AS TO THE BUILDING: Any statement of facts which a subsequent survey of would disclose provided that such additional statement of facts do not render title unmarketable;

   AS TO THE UNIT: With respect to Condominium Unit ___ the title to which is to be insured herein, policy excepts any state of facts which an accurate survey would disclose. Policy insures, however, that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured hereunder exists.

5. Covenants, conditions, easements, leases, agreements of record, etc.

6. Each Unit will be split and released from any mortgages that encumber the Property.

7. Each Unit will be split and released from any assignments of leases and rents that encumber the Property.

8. Each Unit will be split and released from any UCC-1 Financing Statements that encumber the Property.

Purchasers are urged to review the title report they receive prior to Closing with their attorney to properly understand all exceptions to title that may be included in such report.

A Closing will take place only after the issuance of a temporary or final Certificate of Occupancy for the entire project or, issuance of a partial, temporary or final Certificate of Occupancy for the Unit closed or the building in which the Unit is located.

At least one week (but not more than one month) prior to the Closing, Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Punchlist items to be completed in the Unit pursuant to the Offering Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Offering Plan, signed by both Sponsor and Purchaser. The Inspection Statement merely serves to identify and memorialize any conditions the Purchaser believes to be material. Sponsor shall have the right to limit the attendees permitted at inspections to the Purchaser(s) listed under this Agreement. Sponsor's refusal to sign the Inspection Statement due to a disagreement with the items on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law. Nevertheless, Sponsor has the absolute obligation to design and build in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, and otherwise fulfill its obligations under the Offering Plan or Purchase Agreement; Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligations under the Offering Plan or Purchase Agreement.

Sponsor shall be obligated to complete the items agreed to on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself. With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;
- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- noises emanating within Units, from adjacent Units, and from Common Elements shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, glass

(ASTM C1036 defines industry standards for acceptable linear blemishes for glass which in some instances permits scratches up to 6 inches long visible 132 inches away), frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;

- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;
- changes and variations in tone, texture, or color of natural products such as wood or stone, or changes and variations in tone, texture, or color caused by the absorption of liquids or humidity in a natural or porous material;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Purchasers are advised (a) that, to prevent wood flooring in a Unit from being subject to expansion, contraction, cupping, crowning, changes in width, thickness and length, checking, and/or splitting, it is the responsibility of each Unit Owner to maintain room temperature within a range of 60-80F, with relative humidity in a range of 30-50%, (b) that it is the responsibility of each Unit Owner to take precautionary steps to prevent wood flooring from being subject to slight discoloration or unevenness of color due to excessive sunlight or intense lighting.

Purchasers are advised that it is the responsibility of each Unit Owner to take precautionary steps to prevent natural stone or porous material from being subject to discoloration by following manufacturers' guidelines such as performing regular maintenance in sealing the material,

refraining from using cleaning agents that may deteriorate the sealing agents or material, and quickly removing liquids or oily substances in contact with the material.

Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties Sponsor has provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect.

All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed that is owned by Sponsor is included in the conveyance unless specifically excepted in the Offering Plan.

The Declaration, By-Laws and Floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed (as the case may be) in the City Register's Office prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act and any other applicable State and local law.

In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Offering Plan; and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment requested or caused by Purchaser or Purchaser's lender. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase Agreement, not cured within any applicable grace period, the Deposit and any interest thereon may be retained by Sponsor as liquidated damages, subject to the rights afforded to Purchasers under applicable law and the provisions of the Offering Plan. Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to

the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

At Closing, each Purchaser will execute a Power of Attorney in the form provided in Part II of the Offering Plan (and deliver said instrument to the Sponsor or Purchaser's title company for recording), designating the Board of Managers and Sponsor as their Attorney in fact, coupled with an interest for, but not limited to, the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit acquired by the Board of Managers in accordance with any of the provisions of the By-Laws and for purposes consistent with the implementation of the Offering Plan. The execution of a Power of Attorney is required to effectuate the Closing. The failure of Purchaser to execute a Power of Attorney at Closing shall constitute a default under the Purchase Agreement.

Sponsor has obtained financing from ELITE 18 LLC, 45 North Station Plaza, Suite 214, Great Neck, NY 11021. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units.

If ordered by Purchaser, the issuance at Closing of a commitment by a title insurance company licensed to do business in the State of New York, will insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and marketable fee title in the Unit, free and clear of all liens and encumbrances, except as set forth herein and except for any mortgage that a Purchaser obtains to purchase the Unit, and subject to the provisions

of the Declaration and By-Laws. See the next section of this Offering Plan for the estimated cost of such title insurance.

Risk of Loss and Restoration after Casualty

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

UNIT CLOSING COSTS AND ADJUSTMENTS

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay.

Title Insurance

If a Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Insurance Department. The Purchaser is free to obtain title insurance from any company of their choice without incurring a penalty.

The current rate for fee title insurance alone for a Unit (i.e., no mortgage title insurance) is pursuant to the rate schedule applicable to new condominium projects filed with the New York State Department of Insurance, which is the Zone 2 Basic Rate for Owner's Policies:

The Owner's Policy Basic Rate is $382.00 for the first $35,000.00 of fee insurance and $327 for the first $35,000.00 of the loan policy. Premiums then increase as follows:

Fee Amount	Owners Premium	Loan Premium
$35,001 – $50,000	$6.34/$1,000	$5.27/$1,000
$50,001 – $100,000	$5.16/$1,000	$4.31/$1,000
$100,001 – $500,000	$4.14/$1,000	$3.46/$1,000
$500,001 – $1,000,000	$3.78/$1,000	$3.14/$1,000
$1,000,001 – $5,000,000	$3.48/$1,000	$2.90/$1,000
$5,000,001 – $10,000,001	$3.09/$1,000	$2.57/$1,000
$10,000,001 – $15,000,000	$2.92/$1,000	$2.42/$1,000
$15,000,001 – up	$2.62/$1,000	$2.19/$1,000

If a Purchaser elects to obtain mortgage title insurance simultaneously with a policy for fee title insurance, the premium for the mortgage policy will be at "Simultaneous Rate". At the Simultaneous Rate, the premium on the amount of the loan policy that does not exceed the fee policy is calculated at 30 percent.

Purchasers are free to use the title company of their choice at no additional cost. Federal Standard Abstract, Inc., 36-36 Main Street Flushing, NY 11354, has updated the title search and submitted the title report to the Attorney General of the State of New York with respect to this Offering Plan. There is no relation between the principals of Federal Standard Abstract, Inc. and the Sponsor or Attorney for the Sponsor.

Transfer Taxes and Recording Fees

Fees for recording the Unit Deed, the Power of Attorney, and any mortgage the Purchaser obtains to finance the purchase of their Unit are stated in this section. The current recording fees of $42.00 for each instrument including the first page, plus $5.00 per each additional page

including cover sheets, a filing fee of $125.00 for the accompanying RP5217NYC form, and any service fees charged by Purchaser's title insurance company in connection with such recordings and filings shall be payable by Purchaser.

Transfer taxes are not payable, directly or indirectly, by a purchaser except when explicitly provided for under a purchase agreement; the Purchase Agreement explicitly provides that Sponsor is transferring its statutory obligation, to pay New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, to Purchaser. Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax", the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes and to indemnify Sponsor as shall survive the closing of title.

Purchasers shall be responsible for the payment at Closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Transfer taxes are computed using the purchase price for units purchased and any taxes (RPT only) or fees paid by Purchaser for Sponsor, including fees for Sponsor's attorney (the "Consideration"). The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential condominium unit is currently 1% of the Consideration if such Consideration is $500,000.00 or less and 1.425% if such Consideration is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential condominium unit is currently .4% of the Consideration if such Consideration is $3,000,000.00 or less and .65% of the Consideration if such Consideration is over $3,000,000.00. Purchases of more than one Unit are considered commercial transactions and subject to different tax rates. The RPT for the purchase of multiple residential condominium units is currently 1.425% of the Consideration if such Consideration is $500,000.00 or less and 2.625% if such Consideration is over $500,000.00. The NYS Tax for the purchase of multiple residential condominium units is currently .4% of the Consideration if such Consideration is under $2,000,000, and .65% of the Consideration if such Consideration is over $2,000,000. For purposes of calculating the RPT taxes payable, the amounts of such taxes will be included in the Consideration subject to such tax. In order to compute the RPT transfer taxes payable, divide Consideration by 1 minus the RPT rate. The result will be "Total Consideration". To compute RPT due, multiply Total Consideration by the RPT rate.

Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers where the consideration for the Unit is $1,000,000 or more and a new supplemental tax where consideration is $2,000,000 or more (collectively, the "Mansion Tax"). Purchasers of Units where the consideration (including the purchase price itself plus the aggregate Transfer Taxes payable by Purchaser) is $1,000,000 or more thus will be obligated to pay the Mansion Tax at Closing. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the

"consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. The rates for the Mansion Tax are as follows:

$1,000,000 - $1,999,999	1.00%
$2,000,000 - $2,999,999	1.25%
$3,000,000 - $4,999,999	1.50%
$5,000,000 - $9,999,999	2.25%
$10,000,000 - $14,999,999	3.25%
$15,000,000 - $19,999,999	3.50%
$20,000,000 - $24,999,999	3.75%
$25,000,000 or more	3.90%

Mortgage Related Costs

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection therewith in amounts determined by the lender. These costs customarily include origination fees (or "points"), commitment fees, fees for credit checks, mortgage title insurance, lender's attorneys' fees and appraisal fees. Also a Purchaser obtaining a mortgage may be required by the lending institution to deposit monthly with the lending institution, commencing with the Closing Date, an escrow for the payment of annual real estate taxes and insurance premiums. The amount of such escrow deposit to be made at Closing will depend on the number of months remaining between the closing of title and the date these amounts are next due to be paid and the estimated amounts then payable, as well as the custom and practice of the particular lender involved.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act.

In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender

and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing.

For properties in New York City, the mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to 0.25% of the mortgage amount. In no event will the amount payable by Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser if such mortgage tax credit or exemption had not been available to Purchaser.

Common Charge and Real Estate Tax Adjustments

All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the Closing Date. At Closing, Purchasers shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

It is possible the Unit will not be separately assessed for real estate taxes for the tax year by that Unit's closing date. In such event, the adjustment for real estate taxes will be based on the Unit's proportionate share of the real estate taxes for the Property, which shall be obtained by multiplying the taxes payable on account of the Property for that year by the Common Interest attributable to the Unit.

If separate tax assessments have not been made for individual Units prior to the closing of title to a Unit, Sponsor, on behalf of the Board of Managers, will collect from each Purchaser at Closing, and will place in escrow in a separate account established for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at Closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a special assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due are lower than the amount collected and held in escrow, then the Board of Managers shall pay the Unit Owners their proportionate share of any excess. At such time that the individual Units have been separately assessed, Unit Owners shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Unit Owners shall notify the Board of Managers that the individual Units have been separately assessed and any sum collected and held in escrow not paid toward real estate taxes shall be reimbursed to the Unit Owner or Sponsor who advanced same.

Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes for the unsold Units.

Closing Counsel Fees

Each Purchaser will be required to pay certain fees to Sponsor's attorneys including, but not limited to, a fee of $2,750.00 and ACRIS preparation fee of $250.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the Closing does not take place on the Closing Date, through no fault of Sponsor and provided further that Sponsor is ready, willing, and able to close on the Closing Date, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Offering Plan. The following additional charges may apply:

i. $500.00 to Sponsor's attorney if the Closing is not held at Sponsor's attorneys' offices at the request of Purchaser or Purchaser's lender.
ii. $500.00 to Sponsor for each adjournment of the Closing requested or caused by Purchaser or Purchaser's lender.
iii. $500.00 to Sponsor's attorney if the Closing is held outside New York City at the request of Purchaser or Purchaser's lender.
iv. $1,000.00 to Sponsor's attorney for the preparation of a letter of default.
v. $350.00 to Sponsor's attorney if a Purchaser shall obtain mortgage financing through a lender to defray the additional costs associated therewith.
vi. $1,000.00 to Sponsor's attorney for an assignment agreement, if requested by

Purchaser and provided Sponsor has consented thereto.

vii. $3,000.00 to Sponsor's attorney for preparation of Interim Lease Agreement.

Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

Professional Fees

Purchasers shall have sole responsibility for payment of all professionals, including attorney(s), employed or retained by Purchaser.

Working Capital and Reserve Fund Contribution

Purchasers shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time. Except for the initial contribution by Purchasers, the Working Capital Fund and Reserve Fund is funded through Common Charges. The first month's Common Charges and contribution to the Working Capital Fund and Reserve Fund shall be due at Closing regardless of any delay in the collection of Common Charges.

Example of Typical Closing Costs

The following is a numerical example of all closing costs based on the presumptions set forth below and assuming current rates and charges:

Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement, the closing costs for a Unit with a Purchase Price of $1,750,000.00 and assuming a mortgage of $1,400,000.00 will be approximately:

Title Insurance Fee:	$	6,891.00
Loan Premium:	$	1,421.00
Endorsements	$	150.00
Transfer Taxes - New York State:	$	7,128.00
Transfer Taxes - New York City:	$	25,392.61
Mansion Tax:	$	17,819.38
Mortgage Recording Tax:	$	26,920.00
Recording Fees:	$	550.00
Search Fees:	$	520.00
Subtotal	**$**	**86,791.99**
Working Capital Fund	$	793.54
Reserve Fund	$	793.54
First Month's Common Charges:	$	793.54
Sponsor's Attorney's Closing Fee:	$	2,750.00
Sponsor's Attorney's Purchaser Financing Fee:	$	350.00

ACRIS Preparation Fee:	$	250.00
Total Estimated Closing Costs:	**$**	**92,522.61**

The entire contents of this section "Unit Closing Costs and Adjustments" as the same may be revised or amended shall be deemed incorporated in the Purchase Agreement for each Unit.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes voting control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Indemnification

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions under the Offering Plan and applicable law with respect to the Offering. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings.

The Condominium shall assume the performance of all obligations under the labor, service, and maintenance agreements as described in the "Notes to Schedule B" section of the offering plan (including payment obligations) of the Sponsor, if any, accruing on or after the date of closing of title to the first Unit pursuant to the Offering Plan, in effect on such date which have been assigned to the Condominium pursuant to the Offering Plan, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising of or with respect to such agreements or with respect to the Property accruing on or after such date, provided Sponsor has timely paid all Common Charges and other sums due to the Condominium and was not the cause of any breach of the agreements assumed by the Condominium.

Sponsor's Obligations Survive

All representations under the Offering Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Offering Plan that are to be performed

subsequent to the Closing Date will survive delivery of the deed.

The obligations set forth in the Offering Plan contain all the obligations of Sponsor under the Offering Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements or under applicable law. Sponsor makes no warranties other than as set forth in the Offering Plan. The obligations of Sponsor under this section shall survive the delivery of the Unit Deeds to the respective Unit Owners for the respective time periods indicated herein. Sponsor shall not be liable for, nor obligated to defend, any suits or claims with respect to any Unit, arising out of any occurrence taking place on or after the date of the closing of title to such Unit, or the leasing thereof to any Purchaser or, with respect to the Common Elements or Limited Common Elements, Sponsor shall not be liable for, nor obligated to defend, any action arising out of any occurrence taking place on or after the date of the First Closing, except for suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Offering Plan. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Offering Plan.

The obligations of Sponsor with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Sponsor Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that, during the Sponsor Control Period, the Sponsor designated Board of Managers will in their capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by at least 51% of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Offering Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder, including, but not limited to, Sponsor's obligations to obtain a final

Certificate of Occupancy; Sponsor currently has sufficient funds to fulfill its obligations. Sponsor has the financial resources to complete its obligations under the Offering Plan.

Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium, and, if Sponsor controls the Board of Managers, to provide certified financial statements for the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser's Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation. Sponsor will promptly disclose in an amendment to the Offering Plan any refund or credit to be issued to Unit Owners in the event the projected operating expenses exceed the actual operating expenses.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Operations or any subsequent year of condominium operation, such refund may only be effectuated if an

independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations.

Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Prior to the First Closing, the Building will be insured by the Sponsor; after the First Closing the Building will be insured by the Condominium. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium.

Risk of Loss and Restoration after Casualty

Until the earlier of closing of title or the taking of possession of the Unit by Purchaser, the risk of loss to the Unit by fire or other casualty is assumed by Sponsor; Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. As Sponsor has a

reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

Dissolution of Sponsor

In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

Construction Financing

Sponsor has obtained financing from ELITE 18 LLC, 45 North Station Plaza, Suite 214, Great Neck, NY 11021. Each Unit being conveyed at a Closing and such Unit's appurtenant Common Interest will be released from the mortgage held by Sponsor's Mortgagee upon tender of the relevant payment as agreed to between Sponsor and Sponsor's Mortgagee. Sponsor's Mortgagee has not imposed any restrictions on marketing or renting Units.

Completion of Construction

Sponsor is obligated to build and complete the Condominium in accordance with the Building Plans and Specifications identified in the Offering Plan, subject to Sponsor's right to substitute equipment or materials of Equal or Better Quality for construction and design and make modifications in layout or design; provided however, that Sponsor may not:

(i) Substitute equipment or materials of lesser quality or design; or
(ii) change the size, location of Buildings or Units other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees

consent in writing to such change.

Sponsor will install carbon monoxide detectors as required in all New York City multiple dwellings.

Certificate of Occupancy

Prior to the closing of title to the first Residential Unit, Sponsor shall have obtained a temporary or final Certificate of Occupancy for the Unit. Sponsor anticipates on being able to obtain a final Certificate of Occupancy ("FCO") and all necessary permits for all elements of the Condominium within two (2) years of closing of title to the first Unit and, prior to the issuance of a FCO will cause any expiring temporary Certificate of Occupancy ("TCO") to be extended. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final Certificate of Occupancy covering the entire building but with only a TCO, and sometimes with several successive TCOs. Certificates of occupancy are generally governed by Section 301 of the New York State Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and ultimately for obtaining a FCO covering the entire Building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. For more information, visit the DOB website at:

https://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page

Completion of the Non-Residential Units is not anticipated to delay the issuance of the FCO for the entire Building. Section 7.2.3 of the Declaration requires a Non-Residential Unit Owner obtain Sponsor's consent to do any work prior to the issuance of a FCO.

In the event any closing of title occurs before the issuance of a final Certificate of Occupancy covering the Unit, Sponsor shall maintain all Deposits and funds received from the Purchasers of Units in a special escrow account as required by Section 352-e(2-b) of the General

Business Law, unless Sponsor's engineer or architect certifies that a lesser amount will be necessary to complete the work needed to obtain a final Certificate of Occupancy, in which case the sum exceeding the amount so certified by such engineer or architect may be released to Sponsor from the special escrow account. Alternatively, Sponsor may deposit with an Escrow Agent any one or a combination of the following: cash or an unconditional, irrevocable letter of credit or Sponsor may post a surety bond and/or maintain unfunded, a portion of the construction loan available to Sponsor for construction purposes aggregating amount certified by Sponsor's engineer or architect. In certain circumstances, funds held by Sponsor's construction lender may be acceptable as an alternative form of collateral, so long as the construction lender is obligated to advance or escrow funds needed to procure a FCO, notwithstanding that Sponsor may have defaulted on the terms of its loan agreement(s). The acceptability and use of this form of collateral will be determined by the Department of Law upon application by Sponsor. The Department of Law must be furnished with appropriate documentation establishing a lender's agreement and obligation to advance or escrow such funds to satisfy 13 NYCRR § 20.3(t)(13). In such case, Sponsor shall have the right to draw down remaining portions of said letter of credit, cash, construction loan available to Sponsor for construction purposes, provided the unfunded portion of such construction loan and/or, remaining cash and/or letter of credit in the aggregate is, at all times no less than the amount that Sponsor's architect, engineer or construction manager certified is adequate to complete the work necessary to obtain a final Certificate of Occupancy. In the event Sponsor desires to post a bond pursuant to this paragraph, prior to posting such bond Sponsor will file an amendment to the Offering Plan disclosing same.

The amount retained in escrow pending the delivery of a final Certificate of Occupancy and the architect's certification certifying such amounts will be included in the initial post-closing amendment and all subsequent amendments to the Offering Plan until the FCO is obtained. The use of any alternative security will be previously disclosed in an amendment to the Offering Plan.

Warranties of Construction

The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime.

As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013].

Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan, and any conflict between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws and the Plans and Specifications shall be resolved in favor of the latter.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

In the event of a patent or latent defect, which is defined as not being designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, Sponsor must be notified of the defect in writing (i) by the Unit Owner to whom Sponsor sold a Unit, within six (6) months following the closing of the sale of the Unit to the Unit Owner if a patent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within six (6) months after the commencement date of the interim lease), within twelve (12) months following the closing of the sale of the Unit to the Unit Owner if a latent defect concerns that Unit (or if Sponsor permits occupancy of the Unit by a Purchaser under an interim lease, then within twelve (12) months after the commencement date of the interim lease), or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a FCO covering the entire Building, or (b) the first Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. If properly notified, Sponsor shall cause the defect to be remediated in accordance with all applicable laws and the Plans and Specifications.

In no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural deterioration or from the normal shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to partial or total death of any landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking due to weather, door warpage, tile, marble and granite grouting, separation in joints of tile, marble, granite or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air filtration from windows, and consequential damage resulting from settlement or normal plumbing, heating and air conditioning, noises, or carpet discoloration and stretching. In addition, Sponsor shall not be responsible for paint touch-ups, or for repair of chips, mars, breaks or other defects in window sashes, electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets (if any), cabinets, countertops, vanity tops and bases, doors, mirrors, hardware,

flooring or appliance cabinets, unless notified of any such defect therein prior to closing of title to the Unit in question or the leasing of the Unit to the Purchaser thereof and Sponsor agreed to repair such items. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan and under applicable law. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agent's access to Units and the Common Elements at the request of, and after reasonable notice from, Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Offering Plan.

References in this section or elsewhere in this Offering Plan to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work, renovation or rehabilitation or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in "Description of Property and Specifications or Building Conditions."

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Offering Plan.

Except as otherwise provided in this Offering Plan, where alternatives are specified or where a particular practice, method, or design of construction, equipment, material or supply is not specified, the choice and decision of the Sponsor shall be determinative.

The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the non-Sponsor controlled Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the non-Sponsor controlled Board of Managers or any Unit Owner(s).

UNLESS CAUSED BY A CODE VIOLATION, SPONSOR DISCLAIMS ANY WARRANTY WITH RESPECT TO MOLD, MILDEW, SPORES, FUNGI OR OTHER TOXINS WITHIN THE BUILDING, INCLUDING WITHOUT LIMITATION, THE COMMON ELEMENTS, THE LIMITED COMMON ELEMENTS OR ANY UNIT OF THE CONDOMINIUM. THERE IS NO WARRANTY AS TO VIEW OR LIGHT QUALITY. THE SPONSOR'S OBLIGATION IS TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH ALL APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS, AND ANY CONFLICT BETWEEN THE DISCLOSURES AND THE SPONSOR'S OBLIGATION TO CONSTRUCT THE PREMISES IN ACCORDANCE WITH APPLICABLE CODES AND FILED PLANS AND SPECIFICATIONS SHALL BE RESOLVED IN FAVOR OF THE LATTER. SPONSOR HAS NOT GIVEN AND THE BOARD OF MANAGERS HAS NOT RELIED ON OR BARGAINED

FOR ANY SUCH WARRANTIES. IN NO EVENT WILL SPONSOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, OR OTHERWISE).

NOTHING CONTAINED HEREIN SHALL OBLIGATE SPONSOR TO PAY OR BE LIABLE FOR ANY HOUSING, HOTEL, RELOCATION, OR STORAGE COSTS OR EXPENSES DURING ANY PERIOD OF TIME REQUIRED FOR SPONSOR OR THE GENERAL CONTRACTOR TO FULFILL ANY OBLIGATION UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) UPON SATISFACTORY COMPLETION OF ANY REPAIR OR REPLACEMENT OF ANY DEFECTIVE ITEM OF CONSTRUCTION THAT SPONSOR OR THE GENERAL CONTRACTOR MAY PROVIDE UNDER THE OFFERING PLAN OR UNDER ANY GUARANTY OR WARRANTY GIVEN TO SPONSOR BY THE GENERAL CONTRACTOR, SPONSOR SHALL BE ENTITLED TO OBTAIN A WRITTEN EXECUTED GENERAL RELEASE THAT ACKNOWLEDGES THE COMPLETION OF THE REPAIR AND/OR REPLACEMENT WORK PERFORMED BY THE SPONSOR OR THE GENERAL CONTRACTOR AND THAT RELEASES SPONSOR FROM ANY FURTHER OBLIGATION IN CONNECTION THEREWITH, AND (B) SPONSOR SHALL NOT BE OBLIGED TO COMMENCE SAID WORK, UNLESS, PRIOR TO SPONSOR OR THE GENERAL CONTRACTOR PERFORMING SAID REPAIR AND/OR REPLACEMENT WORK, EITHER THE PURCHASER AND/OR BOARD OF MANAGERS THAT HAS REQUESTED SPONSOR TO PERFORM THE REPAIR OR REPLACEMENT WORK, SHALL FIRST PROVIDE SPONSOR WITH A WRITTEN ACKNOWLEDGEMENT OF THE PURCHASER'S OR BOARD OF MANAGERS' OBLIGATION TO PROVIDE SAID GENERAL RELEASE TO SPONSOR UPON SATISFACTORY COMPLETION OF THE WORK. PURCHASERS SHOULD NOTE THAT WARRANTIES TO BE PROVIDED TO UNIT OWNERS OR THE BOARD OF MANAGERS MAY HAVE EXPIRED AS OF THE FIRST CLOSING OR THE UNIT CLOSING DATE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (A) IN THE EVENT THAT SPONSOR, AS A GESTURE OF GOODWILL, OFFERS TO PERFORM CORRECTIVE WORK THAT SPONSOR IS NOT OTHERWISE OBLIGED TO PERFORM UNDER THE OFFERING PLAN ("GOODWILL WORK"), SAID OFFER OR PERFORMANCE OF SUCH GOODWILL WORK SHALL NOT BE DEEMED TO BE OR CONSTITUTE A WAIVER OF SPONSOR'S RIGHTS AS SET FORTH HEREIN ABOVE, AND (B) PRIOR TO PERFORMING SAID GOODWILL WORK, SPONSOR SHALL BE ENTITLED TO A WRITTEN ACKNOWLEDGEMENT FROM THE PURCHASER OR BOARD OF MANAGERS, FOR WHOM THE GOODWILL WORK IS TO BE PERFORMED, (i) SPECIFYING THE SCOPE OF THE GOODWILL WORK, (ii) ACKNOWLEDGING THAT THE OFFERING PLAN DOES NOT OBLIGE SPONSOR TO PERFORM SAID WORK, AND (iii) THAT THE PURCHASER OR BOARD OF MANAGERS DISCLAIMS ANY RIGHT OR ENTITLEMENT TO THE PERFORMANCE OF SAID WORK.

Inspection Statements

At least one week (but not more than one month) prior to the Closing, Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Punchlist items to be completed in the Unit pursuant to the Offering Plan and/or the Purchase Agreement shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Offering Plan, signed by both Sponsor and Purchaser. Sponsor shall have the right to limit the attendees permitted at inspections to the Purchaser(s) listed under this Agreement. The Inspection Statement merely serves to identify and memorialize any conditions the Purchaser believes to be material. Sponsor's refusal to sign the Inspection Statement due to a disagreement with the items on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law. Nevertheless, Sponsor has the absolute obligation to design and build in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes, and otherwise fulfill its obligations under the Offering Plan or Purchase Agreement; Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligations under the Offering Plan or Purchase Agreement.

Sponsor shall be obligated to complete the items agreed to on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete. No open items of work will be discussed at the Closing itself. With the exception of items Sponsor agrees in writing to complete prior to the Closing, Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing, unless otherwise entitled under applicable law.

Purchasers may not add any additional work items to the Inspection Statement after the final inspection of the Unit has occurred, and neither Sponsor nor its contractors, subcontractors, principals, managers or members shall have any obligation to perform any such additional work items. Notwithstanding anything to the contrary set forth above, neither Sponsor nor its principals, managers, members, agents, designees, employees or affiliates assumes any responsibility and will not be liable to repair or replace any of the following immaterial conditions:

- any condition resulting from normal wear and tear or natural deterioration or from the normal movement, settlement and shrinkage or expansion of the Residential Units or the Building generally and/or building materials;
- partial or total death of any trees, shrubs, bushes or other landscape improvements, protruding dry wall fastenings, ridging on gypsum board, lumber or minor floor shrinkage or gapping, door or window sticking due to weather, door warpage including, without limitation, warpage of any doors, minor scratches or chips in plastic, glass, metal, wood, vitreous china, stainless steel, tile porcelain or stone surfaces, bathroom finish, cracked grouting, adjustment or bi-fold door, walls not square, electrical plates or signs not straight, slight discoloration, expansion or shrinkage, slight separation between base and floor or differing coloration of any and all concrete, ceramic or stone tiles in gardens or kitchens;

- normal settlement and deflection or any minor consequential damage resulting therefrom including, without limitation, cracks in roof ballast or concrete cracks which do not reduce the structural integrity of the building generally;
- non-material deviations in the level of ceilings and non-material imperfections in ceiling finishes;
- non-material imperfections in painting finishes including, but not limited to, variances in color or texture;
- non-material deviations in the floors' levelness, buckling, gapping or sinking due to expansion and/ or shrinkage and/ or movement;
- slight misalignment of bathroom finishes and minor variation in grouting or tile thickness;
- minor noise, vibrations or odors from normal plumbing, heating, ventilation, air-conditioning and elevator operation, including boilers, condensing units, exhaust fans, elevator machine rooms and equipment;
- potential bathroom vents and ducts on the mechanical terraces, regardless of height, and any noise emanating from such vents and ducts shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- noises emanating within Units, from adjacent Units, and from Common Elements shall be in accordance with permissible decibel levels pursuant to any rules and/or regulations governing noise levels in New York City;
- negligible floor noises and creaking;
- minor carpet or floor discoloring or stretching;
- non-material variations in width, length, thickness, finish, gaps or color range of wood flooring;
- minor chips, scratches, mars, breaks, dents, cracks, imperfections, or other immaterial conditions in each of the following: windows, window glass, glass (ASTM C1036 defines industry standards for acceptable linear blemishes for glass which in some instances permits scratches up to 6 inches long visible 132 inches away), frames and hardware; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile, stone or marble floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware; appliance cabinets; ceilings and flooring;
- after the closing of title to a unit, paint touch ups, repair dented appliances or replace light bulbs;
- non-material variations in tone or color of marble or stone or floors; saddles, all appliances; woodwork, millwork and doors; mirrors; all hardware appliance; appliance cabinets; ceilings and flooring;

- changes and variations in tone, texture, or color of natural products such as wood or stone, or changes and variations in tone, texture, or color caused by the absorption of liquids or humidity in a natural or porous material;
- leaching or minor color variation in exterior color mortar and colored stone or brick, slight dimensional variations in brick joints, and mortar dropping on bricks and window surfaces;
- minor ponding and/or controlled drainage on terraces or balcony surfaces;
- television, radio or other telecommunications reception;
- slight discoloration to hardware or plumbing finishes;
- minor stains, runs, lumps, shags or imperfections in weave and fabric panels;
- terrace tile or pavers not laid flat, or slight color variation in tiles, pavers or mortar, or stained tiles or pavers;
- non-material scratches on window frames or glass;
- any other minor imperfection or immaterial condition, except as expressly warranted pursuant to this Offering Plan, provided it is indicated on written inspection statement and delivered to and acknowledge by Sponsor.

Purchasers are advised (a) that, to prevent wood flooring in a Unit from being subject to expansion, contraction, cupping, crowning, changes in width, thickness and length, checking, and/or splitting, it is the responsibility of each Unit Owner to maintain room temperature within a range of 60-80F, with relative humidity in a range of 30-50%, (b) that it is the responsibility of each Unit Owner to take precautionary steps to prevent wood flooring from being subject to slight discoloration or unevenness of color due to excessive sunlight or intense lighting.

Purchasers are advised that it is the responsibility of each Unit Owner to take precautionary steps to prevent natural stone or porous material from being subject to discoloration by following manufacturers' guidelines such as performing regular maintenance in sealing the material, refraining from using cleaning agents that may deteriorate the sealing agents or material, and quickly removing liquids or oily substances in contact with the material.

Completion Free of Liens

Sponsor will pay or cause payment to all contractors, subcontractors, materialmen, and all others involved in the construction, establishment, and sale of the Units for all authorized and proper work performed and fixtures, material, and equipment supplied or installed in the construction of the Building, and will cause all mechanics liens arising out of the construction of the Building or the furnishing or installation of fixtures or equipment to be discharged or bonded promptly after any lien is filed.

Sponsor Documents to be delivered to the Board of Managers:

Sponsor shall provide to the Board of Managers as of the earlier of First Closing or the date of availability final as-built drawings.

At Closing, Sponsor will deliver and assign to Purchaser any manufacturers' warranties (to the extent available and assignable) with respect to any equipment and appliances installed by Sponsor in the Unit and the receipt by Purchaser of any subcontractors' warranty certificates for heating and plumbing relating solely to the Unit, if any, to the extent made by such subcontractors and to the extent such warranties are available. Sponsor will also assign to the Board of Managers any warranties available and assignable with respect to all equipment and appliances and heating, plumbing and roofing installed in the Common Elements. Sponsor is not obligated to compel, or to take action to compel, any party to perform under any guarantee or warranty given by it in connection with work performed at the Property.

Plan, Exhibits, Documents

Sponsor agrees to keep copies of the Offering Plan, exhibits and documents referred to in the Offering Plan on file at its office or at another designated place for a period of six (6) years from the date the Declaration is recorded.

Sponsor's Rights of Access; Alterations

Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of this Offering Plan and to ensure Sponsor's rights and obligations hereunder. Sponsor shall provide three days' notice except under exigent circumstances where Sponsor shall provide reasonable notice. Sponsor is obligated to repair any damages caused as the result of the foregoing work. Sponsor will not interfere with a Unit Owner's reasonable use of their Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Sponsor's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees for so long as Sponsor owns a Unit; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

The quality of construction shall be comparable to construction standards customary in the particular trade and in accordance with the Plans and Specifications. Notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in the operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings are assigned to the Board of Managers or Unit Owners. In addition, in no event shall Sponsor be responsible for any immaterial condition resulting from normal wear and tear or natural shifting or settling of the Building, or for any defects of immaterial nature, including but not limited to nail pops, ridging on sheet rock walls, lumber shrinkage, any consequential damage resulting from settlement or normal plumbing and heating noises. Subsequent to the conveyance of title to a Unit, other than those items listed in the Inspection Statement which Sponsor will be obligated to repair in a reasonable amount of time after closing, Sponsor shall not be responsible for paint

touch-ups, repair of dented appliances, porcelain or Formica chips and scratches in tubs, vanities or countertops. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan and under applicable law. Sponsor has the obligation nevertheless, to construct the Building in accordance with applicable Law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes.

Condominium and Sales Costs and Expenses

Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with establishment of the Condominium, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all Units held or owned by Sponsor (except for costs specifically made payable by Purchasers under this Offering Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Offering Plan and amendments thereto.

Interim Leasing, Renting and Use of Unsold Units by Sponsor

Sponsor reserves the right, prior to the closing of title to any Unit, to lease such Unit to a Purchaser who has executed a Purchase Agreement and paid the requisite Deposit, pursuant to an Interim Lease between Sponsor and Purchaser. Any such Interim Lease will provide that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the Interim Lease will constitute a default under the license entitling Sponsor, at its sole option, to immediately terminate the license. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any Interim Lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to immediately terminate such Purchase Agreement and exercise any remedies provided therein. See the section "Interim Leases" set forth in Part I of the Offering Plan.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes voting control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Sponsor or Successor Sponsor may use or occupy for itself or its agents, or (after the First Closing) to rent or license to a tenant who is not a Purchaser for such fee and upon such terms as are agreed to between the parties, any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. Sponsor will notify Purchasers of Units that have been previously occupied or that are then occupied, of such occupancy, prior to the execution of a Purchase Agreement. Such Unit will be delivered at the Closing, free and clear of any occupants and licenses, unless the tenant or occupant is the Purchaser or unless the Purchase Agreement indicates that the Unit shall be sold subject to a license, a copy of which shall be annexed to the Purchase Agreement. There shall be no obligation of Sponsor or Successor Sponsor to decorate, refurbish or in any way repair such Unit.

Easement

The Sponsor shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not unreasonably obstruct any Unit (other than an Unsold Unit) and complies with applicable law.

Liability of Sponsor

Sponsor shall be excused from performing any obligation or undertaking provided for in the Offering Plan or Purchase Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks**

associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.

Purchasers should be aware that Sponsor is not responsible under any circumstances for:

- Loss or damage caused by defective workmanship performed by any person other than (i) Sponsor (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.

- Loss or damage caused by defective materials supplied by any person other than (i) Sponsor, (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.

- Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by Sponsor.

- Any damage to the extent that it is caused or made worse by:
    - Negligence, improper maintenance, or improper operation by anyone other than Sponsor, its employees, agents or subcontractors; or
    - Failure by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures, plumbing, heating, cooling and ventilation systems of the Unit, if any, or items of equipment; or
    - Failure of Purchaser to give notice to Sponsor of any defects or damage within a reasonable time; or
    - Changes in the grading of the ground by anyone other than Sponsor, its employees, agents or subcontractors; or
    - Changes, alterations, or additions made to the Unit; or
    - Dampness or condensation due to failure of Purchaser to maintain adequate ventilation.

- Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosions, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, excessive rain or snow, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable change in the underground water table.

- Loss or damage caused by the failure or inadequacy of public utilities, including the city's storm and sewer system.

- Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.

- Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

- Any damages which Purchaser had not taken timely and reasonable action to minimize.

- Insect damage.

- Damage to personal property.

- Loss or damage which arises while a Residential Unit is being used primarily for nonresidential purposes.

- Loss or damage due to abnormal loading floors by Purchaser which exceeds design loads as mandated by the Building Code.

- Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

- Consequential or incidental damages (except where required by law).

- Defects in construction, installation or operation of mechanical equipment, appliances and/or other items covered by warranties assigned to Purchaser.

- Damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors with Sponsor's original construction and installations.

CONTROL BY THE SPONSOR

Sponsor reserves the right to designate all Residential members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to Purchasers; or (b) five (5) years after the First Closing (the "Sponsor Control Period"). Sponsor reserves the right to relinquish control of the Board of Managers prior to the expiration of the Sponsor Control Period. A meeting will be held to elect new members of the Board of Managers not designated by Sponsor within thirty (30) days of the expiration of the Sponsor Control Period. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers.

Sponsor is retaining the unconditional right to rent Units in the Building after consummation of the Offering Plan that are being offered herein. Unless this Offering Plan is abandoned, Sponsor will endeavor in good faith to sell Units in a reasonably timely manner, rather than rent, after the Offering Plan has been consummated but makes no representation that it will execute Purchase Agreements to sell more than fifteen percent (15%) of the Units. Twenty Eight (28) Residential Units satisfy the fifteen percent (15%) threshold. As Sponsor's right to rent Units is unconditional, this Offering Plan may not result in the creation of a condominium in which a majority of the Units are owned by occupants or investors unrelated to Sponsor; Sponsor could effectively exercise voting control indefinitely. Rental tenants of Units owned by Sponsor or any other Unit Owner will receive the same Building services and will have the same use of the facilities as Unit Owners, however they will have no investment in their Units and therefore do not share the same economic interests as a Unit Owner that occupies their Unit in the maintenance and care of the Building's facilities. In the event Sponsor has rented a Unit after consummation of the Offering Plan, and subsequently sells the Unit pursuant to this Offering Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Offering Plan. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of three (3) persons designated by the three Non-Residential Unit Owners and six (6) persons elected by the Residential Unit Owners; while Sponsor owns one or more Non-Residential Units, Sponsor will be entitled to designate the respective members of the Board of Managers.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes voting control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Offering Plan or expenses required:

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or
(iii) to remedy any work ordered by an insurer; or
(iv) any matter affecting the health or safety of the occupants of the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

As long as Sponsor or Successor Sponsor shall own one or more Units, the Board of Managers may not, without the prior written consent of Sponsor or Successor Sponsor, in the sole discretion of the Sponsor or Successor Sponsor: (i) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or Successor Sponsor; or (ii) interfere with the offer, sale or leasing of Units, or construction within the Unit or Units belonging to Sponsor or Successor Sponsor, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the Property or any Unsold Unit, as determined by Sponsor or Successor Sponsor, as the case may be.

Notwithstanding anything to the contrary contained herein, for a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Sponsor continues to hold fifty-one percent (51%) or more in number of the Units, the Sponsor's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Sponsor or Successor Sponsor shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or for any matter affecting the health or safety of the occupants of the Building. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Offering Plan.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of nine (9) persons. However, the Board of Managers will initially consist of three (3) persons designated by Sponsor. The initial members of the Board of Managers will be Zhidong Wu, who is one of the principals of the Sponsor, and two other persons to be designated no later than First Closing by Sponsor and disclosed in the Post-Closing Amendment.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the First Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of three (3) persons designated by the three Non-Residential Unit Owners and six (6) persons elected by the Residential Unit Owners. However, as long as Sponsor owns a Unit, Sponsor will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Sponsor use its voting power to elect more than 50% of the Board of Managers after the expiration of the Sponsor Control Period; in the event that there is a Successor Sponsor and Sponsor still owns a Unit, only Sponsor may appoint one (1) Residential member of the Board of Managers. Each Unit Owner, including the Sponsor or Successor Sponsor, shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners.

The Unit Owners' annual meetings shall be held in October (or as near thereto as practicable) of each year. Notice of each annual meeting or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices shall be given by mail or electronic mail, at least ten (10) but no more than forty (40) days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their addresses at the Property, an electronic mail address or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. Minutes of all meetings of Unit Owners and all meetings of the Board of Managers shall be kept by the Board of Managers, together with records of all actions taken by the Board of Managers and the financial records of the Condominium. The Board of Managers shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

The President may call a special meeting of the Board of Managers at their discretion unless directed by a majority of the Board of Managers to call a special meeting. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers or upon a petition signed by Unit Owners representing fifty-one (51%) of the Unit Owners in number or Common Interest having been presented to the Secretary of the Board of Managers.

With the exception of those members elected or designated by the Sponsor or Non-Residential Unit Owners, only a Unit Owner not in arrears, with regards to Common Charges, the spouse, principal, officer, trustee, or beneficiary of such Unit Owner are eligible for election to the

Board of Managers. If the Board of Managers perfects a lien against a Unit where the Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner is a member of the Board of Managers, the member shall be deemed to have resigned and shall be replaced as set forth in the By-Laws.

At any regular or special meeting of Unit Owners at which a quorum is established, (i) any member appointed or elected by Residential Unit Owners or Declarant may be removed for "Cause" (as hereinafter defined) by a Non-Residential Unit Owner, (ii) any member appointed or elected by Declarant may be removed for "Cause" by the Residential Unit Owners and Non-Residential Unit Owners, and (iii) any member appointed by a Non-Residential Unit Owner may be removed for Cause by the Residential Unit Owners or Declarant. Any member whose removal for Cause has been proposed shall be given an opportunity to be heard at the meeting. As used herein, "Cause" shall mean (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers. In the event of such removal, only a Non-Residential Unit Owner shall have the right to appoint a Non-Residential Board Member so removed, only the Residential Unit Owners may replace an elected Residential Board Member so removed, and only Declarant may replace a Declarant appointed Residential Board Member so removed.

A Non-Residential Unit Owner and Declarant shall have the right to remove their appointed member at any time with or without Cause. At any regular or special meeting of Unit Owners at which a quorum is established, any elected Residential Board Member may be removed and replaced by a vote of the Residential Unit Owners with or without Cause, pursuant to the terms of the By-Laws, at any regular or special meeting.

No members of the Board of Managers will receive any compensation from the Condominium for acting as such.

The Board of Managers will be responsible for management and maintenance of the Condominium. It will have the powers and duties necessary for the administration of the affairs of the Condominium and may perform any act necessary to accomplish this, as long as it is consistent with the Declaration, By-Laws, and applicable law. Such acts include (a) determination, collection, and enforcement of the obligations of Unit Owners to pay Common Charges; (b) employment and dismissal of personnel; (c) providing for insurance with respect to Common Elements; (d) adoption of rules relating to use and operation of the Property; (e) hiring of a managing agent and contractors and service companies in connection with the performance of the Board of Managers' responsibilities; (f) establishing an operating budget for the Condominium; (g) maintaining and making all required repairs and replacements to the portions of the Property which is the responsibility of the Board of Managers to maintain and replace; and, (h) on behalf of the Unit Owners, incurring debt on such terms and conditions as the Board of Managers will agree to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes (the repayment of any and all such debt may be secured and paid as provided in §339-jj of the New York Real Property Law).

Members of the Board of Managers will have no liability to the Unit Owners or third parties

for errors of judgment, negligence, or otherwise, except for errors constituting willful misconduct or bad faith. The Unit Owners will severally indemnify the members of the Board of Managers against any liability or claims except those arising out of their bad faith or willful misconduct, but the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. In order to limit the liability of the Unit Owners and the members of the Board of Managers, any contract or other commitment made by the Board of Managers will state that it is made by the Board of Managers only as agent for the Unit Owners, that the members of the Board of Managers will have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Common Interest such Unit Owner bears to the aggregate Common Interest of all Unit Owners. Each member of the Board of Managers shall exercise powers and perform duties in good faith and in the best interests of the Condominium and shall comply with Section 727 of the New York Business Corporation Law, as may be amended from time to time.

Any provisions that give Sponsor control of the enforcement of the sponsor's obligations are not lawful. If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

The By-Laws do not require that a majority of the Board of Managers be owner-occupants who are unrelated to Sponsor after Sponsor relinquishes control of the Board of Managers, Purchasers for their own occupancy may never gain control of the Board of Managers. Unit Owners that occupy their Unit and Unit Owners that do not occupy their Unit, such as Sponsor or Unit Owners that rent their Units, may have inherent conflicts on management of the Condominium.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Managers. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

The Secretary shall be empowered to take and keep minutes of all meetings and to keep

the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Amendments to Declaration and By-Laws; Termination of Condominium

The By-Laws may be amended at any Unit Owners' meeting provided (a) the notice of meeting contains a full statement of the proposed amendment, (b) the amendment is approved by all Non-Residential Unit Owners and sixty-seven percent (67%) of the Unit Owners in number and in Common Interest at a duly called meeting of Unit Owners and (c) the amendment is duly recorded as an amendment to the Declaration and By-Laws; provided, however, that any amendment to the By-Laws that is material in nature must be approved by at least fifty-one percent (51%) of the Permitted Mortgagees. No amendment may affect a Unit Owner's interest or the interest of a mortgage holder in a Unit or adversely affect the Sponsor's rights.

The Declaration may be amended by the Board of Managers upon a vote of all Non-Residential Unit Owners and sixty-seven percent (67%) of the Unit Owners in number and in Common Interest held at a duly called meeting of Unit Owners provided, however, that any amendment to the Declaration that is material in nature must be approved by at least fifty-one percent (51%) of the Permitted Mortgagees.

The Condominium may not be terminated unless at least eighty percent (80%) of the Unit Owners in number and Common Interest, all Non-Residential Unit Owners, and at least fifty-one percent (51%) of the Permitted Mortgagees, if any, of the same Units agree to the withdrawal of the Property from the provisions of Article 9-B of the Real Property Law. The Sponsor or its nominee will not cast any of its votes for withdrawal unless sixty-seven percent (67%) or more of the Unit Owners and at least fifty-one percent (51%) of the Permitted Mortgagees other than the Sponsor so vote, in which event the Sponsor will be free to cast its votes either for or against withdrawal.

Notwithstanding anything to the contrary contained herein, approval of the Permitted Mortgagees may be implied when the Permitted Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified mail, with a "return receipt" requested.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale or Lease of Units by Unit Owners Subject to Right of First Refusal

Tenants of any lease of a Unit will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law or the New York City Rent Stabilization Code, as such laws are presently in effect.

Other than a sale or lease by Sponsor, a successor of Sponsor, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal. See Article 12 of the By-Laws.

Any contract to sell a Unit, together with the Appurtenant Interests, and any lease of any Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request; such requests must be made within fifteen (15) days of receiving notice from the Offeree Unit Owner.

The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified mail, electronic mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed lease) after receipt of (i) the notice referred to in paragraph above, or (ii) all other information requested by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option to purchase or lease any Residential Unit without the prior approval of at least 51% of Residential Unit Owners by number

and Common Interest. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in paragraph above, the Offeree Unit Owner shall be free to consummate the transaction upon the same terms and conditions embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction upon the same terms and conditions embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions above, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

a. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
b. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
c. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (a) through (c) above, the rights of the Permitted Mortgagee as set forth herein shall control.

All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following

provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by §339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions §339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Sponsor, or a Successor Sponsor, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

Any purported sale or lease of a Residential Unit in violation of right of first refusal shall be voidable at the election of the Board of Managers and if the Board of Managers shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Residential Unit Owner as the purported seller or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this section release the Residential Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration and By-Laws whether or not such sale or lease is voided by the Board of Managers.

Purchasers are advised that all of the Common Elements in the Building may not be available for use at the time of the First Closing. While Sponsor will attempt to provide all Common Elements within a reasonable time, Sponsor will complete all Common Elements within twenty-four (24) months of the First Closing. Purchasers will not be entitled to any credit or abatement against the Purchase Price or the Common Charges if any of the Common Elements are not available for use on or after a Purchaser’s Closing. Notwithstanding the foregoing, the Board of Managers shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the budget for the First Year of Operations which is based on a fully operational building. The Board of Managers may allocate surplus funds to a special purpose fund, retain surplus funds as the Working Capital Fund, or refund Common Charges.

Sponsor reserves the right to use its majority vote on the Board of Managers to cause a refund to be issued to Unit Owners. If the actual expenses of operating the Condominium are less than the projected expenses set forth in the budget for the First Year of Operations then, to the

extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full common charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rated basis in the form of either a credit against future common charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual common charges or as to the amount of any credit that may be available as a result of such computation. Sponsor will promptly disclose in an amendment to the Offering Plan any refund or credit to be issued to Unit Owners in the event the projected operating expenses exceed the actual operating expenses.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Operations or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the condominium has determined that a refund is warranted based on an excess payment of common charges by unit owners over actual expenses for the condominium and has determined the amount of such refund as part of its annual review. For purposes of this Offering Plan, an "excess payment of common charges" shall mean the actual expenses of the condominium were less than the projected expenses set forth in the Budget of the condominium. No refund may be given unless all expenses of the condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in common charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to unit owners as per the foregoing. Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law governing regulations.

Prohibition Against Advertising.

Until the earlier of i) the conveyance of the last Unsold Unit or ii) one (1) year after the closing of title, Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default under the Purchase Agreement, entitling Sponsor to the remedies set forth in Article 12 of the Purchase Agreement. A default within one (1) year after closing of title would subject Purchaser to legal liability for damages. These provisions shall survive the closing of title.

Mortgaging of Units by Unit Owners

A Unit Owner may mortgage their Unit with any lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note and (ii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. The Unit Owner will be responsible for interest and amortization payments on the mortgage encumbering such Unit Owner's Unit. A Unit will not be subject to the lien of any mortgage placed by other Unit Owners on their Units.

Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners from time to time and at least once a year. Based upon such budget and any modifications thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage of interest in the Common Elements. The Board of Managers may commence the collection of Common Charges upon the closing of title to the first Unit or thereafter in such amount as will be necessary to carry out the duties of the Board of Managers, as set forth in this Offering Plan. Such Common Charges shall be paid by the Unit Owners and by Sponsor as Owner of Units that have not been sold to bona fide Purchasers. Each Unit Owner will be responsible to pay the Common Charges allocable to their Unit monthly in advance on the first day of each month, commencing with the closing of title to their Unit. Common Charges assessed during the month in which title closes shall be adjusted between the Purchaser and the Sponsor as of the Closing Date, if collection of Common Charges has commenced on or before said date.

The Common Charges assessed by the Board of Managers, in addition to covering the cost of repairing and maintaining the Common Elements including but not limited to, fire and liability insurance covering the Condominium, electricity for the Common Elements, water, audit and legal expenses and reserves for capital expenditures, may include, in the discretion of the Board of Managers, other reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

The Common Charges will not include maintenance, repairs or decoration of any Units or portions thereof (except for structural repairs and Units acquired by the Board of Managers), payments required pursuant to the terms of any Unit Owner's mortgage, or real estate taxes covering the individual Units.

The liability of each Unit Owner for the payment of the Common Charges thereafter assessed or becoming due against their other Unit, shall terminate upon a permissible sale, transfer or other conveyance of such Unit together with the appurtenant interest in the Common Elements made by them in accordance with the applicable provisions of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey their Unit together with the appurtenant interest to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, and in such event shall be exempt from Common Charges thereafter assessed. A Purchaser of a Unit shall be required by the Board of Managers to pay unpaid Common Charges assessed against the Unit prior to their acquisition, except that a mortgagee acquiring title to the mortgaged Unit or a Purchaser at a foreclosure sale shall not be liable for such charges and the Unit shall not be subject to a lien for the payment of the Common Charges assessed prior to the acquisition of title thereto by a mortgagee or Purchaser at a foreclosure sale. However, such mortgagee or Purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title. After the Board of Managers files a lien for unpaid Common Charges and in the event the lien is foreclosed by the Board of Managers, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the unpaid balance shall be charged to all Unit Owners as a Common Expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all the

expenses of the sale, the surplus shall be paid to the Unit Owner.

Pursuant to §339-z of the Condominium Act, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Under §339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in Queens County, and until all sums secured thereby, with the interest accrued thereon at twelve percent (12%) per annum shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien. Sponsor will cause the Board of Managers to file a lien, as provided in §339-aa of the Condominium Act, on Units in which a Unit Owner is more than ninety (90) days in arrears of Common Charges while it is in control of the Board of Managers. Sponsor will cause the Board of Managers to file a lien, as provided in section 399-aa of the Condominium Act, on Units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers.

Pursuant to §339-kk of the Condominium Act, if a non-occupying owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rental payments from the tenant shall be directly payable to the Condominium Association.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide a timely written notice to the tenants, the non-occupying owner, and the Permitted Mortgagee, providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the Board of Managers has been elected by and from among the Unit Owners who are in occupancy, the Board of Managers may elect not to require that rental payments be made payable to the Condominium. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Condominium's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days of the date that such Board of Managers receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Condominium Association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for

such rent.

Notwithstanding the foregoing, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for the Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Unit by the mortgagee. If the Condominium Associations lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

Sponsor is reserving the right to delay the collection of Common Charges. During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium, and, if Sponsor controls the Board of Managers, to provide certified financial statements for the Condominium, as required by Department of Law governing regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent purchasers. Such amendment shall also disclose the anticipated period of delay. Prior to commencing the collection of Common Charges, Sponsor will notify all unit owners by written notice of the expiration of the delay period. Notice shall be given to owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent purchasers.

Additions, Alterations, Improvements, and Repairs

Generally, all painting, decorating, maintenance, repairs and replacements in or to (a) any Unit including Limited Common Elements to the Unit (other than to the Common Elements contained therein), will be made by the Unit Owner at the Unit Owner's sole cost and expense; and (b) in or to the Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense.

No Unit Owner may make any addition, alteration or improvement to the Common Elements.

No Unit Owner shall make any addition, alteration, repair or improvement in their Unit, Limited Common Elements, or to the Common Elements appurtenant to their Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, conditioned, or delayed provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee

(if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as otherwise provided with respect to alterations by the Sponsor or Successor Sponsor, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

Prior to and as a condition of granting consent to the making of an alteration, addition, repair or improvement to a Unit, the Board of Managers may require the Unit Owner to deliver plans and specifications to the Board of Managers and to execute an agreement in the form required by the Board of Managers, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation the days and hours during which the work is to be done. The Unit Owner shall also provide the Board of Managers, if required, with a copies of all insurance policies in the form required by the Board of Managers insuring all work to be performed by the Unit Owner and naming the Condominium and mortgagee, if applicable, as an additional insured.

The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no Residential Unit Owner shall be permitted to enclose, erect a greenhouse, and/or alter a terrace or balcony appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Board of Managers. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit.

All maintenance, repairs and replacement of the Common Elements of the Property, including, but not limited to, exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event the cost and expense shall be assessed to and paid for by such Unit Owner, together with an administrative expense equal to 20% of all costs in connection therewith. All repairs, replacements, painting or maintenance, whether made by the Unit Owner

or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to portions of the Building exposed to public view or other Unit Owners shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor.

In the event that a Unit Owner fails to make any maintenance replacements or repair, which maintenance, replacements or repair is necessary to protect any of the Common Elements, any other Unit, or, in the event of service of a violation notice covering the Unit upon the Board of Managers from a governmental authority having or asserting jurisdiction, the Board of Managers shall have the right to make such maintenance, replacements or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, replacements, and/or maintenance, together with an administrative expense equal to 20% of all costs in connection therewith. In the event that the Board of Managers charges a Unit Owner for repairs, replacements or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit to compel payment. In the event the Board of Managers brings a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

Windows to a Unit, including window glass and window frames, and entrance doors to a Unit or Limited Common Element shall be repaired and replaced by the Unit Owner at the Unit Owner's cost and expense unless otherwise decided by the Board of Managers or by vote of Unit Owners to clean, repair, or replace the windows and/or doors of multiple Units, in which case such cost and expense shall be a Common Expense.

The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within

one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

Window Guards

There are no window guards on the windows. It is the responsibility of each Residential Unit Owner to notify the Board of Managers in writing when a child or children under the age of 11 lives or resides in any Residential Unit. It is the responsibility of each Residential Unit Owner to install, at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit that are otherwise non-compliant. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove, disable, remove, or tamper with window guards or window stops unless permitted by applicable law and with written notice to the Board of Managers.

Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance, including water damage, insuring the Building, including all of the Units and the bathroom and kitchen equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein (but not including wall, ceiling or floor decorations or coverings, or furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners), covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavations, pilings and foundations). Each of such policies shall contain a New York Standard Mortgagee Clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payable provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth, and such other insurance as the Board of Managers may determine.

The amount of fire insurance to be maintained on the Building upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will not be less than one hundred percent (100%) of replacement value of the Building. The Board of Managers shall review the amount of fire insurance annually. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy.

The Board of Managers will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire, casualty or condemnation see Article 10 of the By-Laws which provides, among other things, for Unit Owners' approval to reconstruct in the event seventy-five percent (75%) or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on their Unit.

The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board of Managers in the event of a casualty loss amounting to $100,000 or less, and to the "Insurance Trustee" if the loss shall amount to more than $100,000 to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth. The Insurance Trustee shall be designated by the Board of Managers and shall be a bank or trust company located in the State of New York. Until such time that the mortgage lien held by the Sponsor's remains outstanding, Sponsor's Mortgagee shall act as Insurance Trustee.

The comprehensive general liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, will have a limit of $1,000,000, covering all claims arising out of any one occurrence in the Common Elements and a limit of $2,000,000 in the aggregate, a portion of which may be covered via an umbrella policy.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers may also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all officers and employees of the Condominium who handle Condominium funds; (2) worker's compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, comprehensive general liability insurance covering each Member of the Board of Managers and each Unit Owner for such amounts as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year. See Schedule B for the estimated cost of insurance for the Condominium for the First Year of Operations.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the Unit Owners, and Permitted Mortgagees. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the current policies.

In addition to the insurance set forth herein, Unit Owners must obtain, at the time of Closing, supplemental or additional insurance for their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy," will be paid for by the Purchaser. Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. The Board of Managers shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers

may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

The Board of Managers is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum coverage as established by the Board of Managers from time to time and (b) owner's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage). The insurance required above shall be written in form reasonably satisfactory to the Board of Managers by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) day's written notice from the Board of Managers or the Managing Agent, the Unit Owner shall deliver to the Board of Managers a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board of Managers. The Board of Managers shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner. Sponsor will maintain commercially reasonable insurance coverage for each of the Units owned by Sponsor after closing.

Restrictions on Occupancy and Use

Restrictions on and conditions for occupancy of Units, including aesthetic controls and limitations on business and professional use, appear in the Rules and Regulations appended to the By-Laws in Part II of the Offering Plan. In addition, the Units will be restricted to residential uses as well as "home occupation" uses as defined in the Zoning Resolution in Section 12-10. Home occupations cannot have more than one (1) employee and not more than twenty-five percent (25%) of a Unit's space may be dedicated to such use.

The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner responsible for such increase pays the

additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a homeless shelter, soup kitchen, or similar use
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like

A summary of some of the rules governing the occupancy and use of Units follows:

Owners of a Unit, members of their families, their employees, guests and their pets shall not use or permit the use of the Premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium. Sponsor shall not use or permit the use of the Premises in any manner which would be illegal.

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

No Unit Owner or any of their agents, servants, employees, licensees, or visitors shall at any time bring into or keep in their Unit any inflammable combustible or explosive fluid, material, chemical or substance, except for normal household use.

No Unit Owner shall make or permit any disturbing noises in their Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a computer for purposes of listening to music, phonograph, tape, radio or television set or similar loud device in such Owner's Unit between the hours of 12:00 Midnight and the following 7:00 A.M. if the same shall reasonably disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.

No garments, rugs, etc., shall be hung from the windows or from any part of the Building or balconies or clotheslines strung, on, across or over the Common Elements or the Limited Common Elements (including any irrevocably restricted areas).

No sign of any kind shall be displayed to the public view on or in any Unit.

No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion unless such animal is a service, therapy, or emotional support animals. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. The Board of Managers will recognize the status of service, therapy, or emotional support animals where a Unit Owner submits a written request for such acknowledgment and advises the Board of Managers as follows:

a) That the Unit Owner/resident suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, New York City Administrative Code, New York State Human Rights Law, New York City Human Rights Law, and all applicable laws;

b) That the Unit Owner/resident requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Unit Owner in the Common Elements and/or within a Unit of the Building;

c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board of Managers) to the physical or emotional need of the applicant or Unit Owner/resident for a service, therapy, or emotional support animal in the circumstances relative to the Unit Owner's/resident's particular disability condition.

Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

Only the Unit Owner, permanent resident of the Unit, or any of their family members, agents, servants, employees, licensees, or guests may stay overnight in a Unit at no financial benefit to the Unit Owner or permanent resident. In addition, unless express written permission is given by the Board of Managers, (a) no Unit Owner, nor any tenant of a Unit Owner, shall lease or sublet Unit premises, or any part thereof, by offering the premises for short stays to members of the general public, through print or online advertising, private solicitation, or participation in any rental service promoted to the general public as a substitute for hotel lodging, and (b) neither the Unit Owner nor any permanent resident of the Unit shall advertise the Unit in any publication,

medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Unit Owner or the permanent resident, or any of their family members, agents, servants, employees, licensees, or guests.

No Unit Owner shall leave or permit any personal property (i.e., bicycles, carriages, etc.) to be left in the hallways, corridors, lobby or other common areas or to be left on the terraces, unless in a place specifically designated for same, by the Board of Managers or the Managing Agent.

Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers; for as long as Sponsor owns at least one Unit, a Unit Owner must also obtain express written permission from the Sponsor.

Limited Common Elements are considered uninhabitable space and may not be legally used as a bedroom or living room or rented independently and to do so may result in a building code violation being issued for the Building. Refer to Schedule A for the amount of Limited Common Elements available to each Unit Owner.

For so long as Sponsor owns at least one Unit, the Sponsor and its nominees and agents shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within the Condominium Building or elsewhere throughout the Property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective Purchasers, to utilize the Common Elements and without limitation, to do any and all things necessary and incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein. The foregoing right is limited

to Common Elements and Unsold Units and Sponsor shall not unreasonably interfere with Unit Owners' use and enjoyment of their Units and Limited Common Elements.

For so long as Sponsor owns at least one Unit, the Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to market and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The Sponsor shall have the right to use Common Elements and Limited Common Elements in the construction, repair or otherwise in connection with the building and maintenance of the Building.

The Board of Managers shall sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such addition, alteration or improvement made by Sponsor or Successor Sponsor to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers. However, Sponsor shall not make any material changes to the Condominium without a duly filed amendment to the Offering Plan.

Compliance with By-Laws and Rules and Regulations

Rules and regulations concerning the use of the Property and Units may be promulgated and amended from time to time by the Board of Managers, provided that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time that they become effective. The initial Rules and Regulations of the Condominium are contained in Part II of the Offering Plan.

Each Unit Owner must comply strictly with the Declaration, By-Laws, and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for the imposition of fines, which fines shall constitute additional Common Charges and for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation, the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance. Any Unit Owner who fails to comply with the Declaration, By-Laws, and the rules, regulations, resolutions an decisions adopted pursuant thereto shall be liable for all costs and expenses incurred by the Board of Managers in enforcing the Declaration, By-Laws, and/or the rules, regulations, resolutions an decisions adopted pursuant thereto, including reasonable attorneys' fees, which costs and expenses shall constitute additional Common Charges.

The Board of Managers or its individual members may be removed with or without cause by a 51% vote of the Unit Owners.

The powers of the Board of Managers are set forth in Article 2 of the By-Laws. Among those powers and duties necessary for administration of the affairs, which generally include all powers and duties relating to the Property and business affairs of the Condominium other than that specifically directed or required to be done by the Unit Owners personally, including, without limitation, the following:

(i) To determine the amount of, collect and disburse the Common Charges, including the right to accumulate a reserve for capital replacements.

(ii) To make reasonable Rules and Regulations in addition to those set forth in the By-Laws and to enforce them.

(iii) To employ others, including a management agent, and to delegate powers.

(iv) To maintain, make repairs to and replacements of the Common Elements and Limited Common Elements including exterior walls, roofs, pipes, wire conduit and public utility lines, any of which is located in one Unit and services another Unit, and painting of exterior surfaces of doors and windows which open from a Unit. However, a Unit Owner shall be responsible for the maintenance of their Unit including electric repairs, plumbing stoppage, window cleaning, painting and decorating in the Unit, all glass breakage, pipes, wires and conduits in and servicing the same Unit and repairs and replacements to the Unit.

(v) To choose officers of the Condominium which officers shall include a President who shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and Board of Managers and be an ex-officio member of all committees; a Secretary who shall record all votes and take and keep minutes of all meetings of the Unit Owner and Board of Managers; and a Treasurer who shall be responsible for overseeing the finances of the Condominium funds and for keeping the financial budget and record of the Condominium or overseeing them if kept by the Managing Agent.

(vi) To maintain Condominium bank accounts.

(vii) To bring and defend actions on behalf of the Condominium including foreclosure of liens for unpaid Common Charges.

(viii) To acquire title to any abandoned Unit or Units under foreclosure.

(ix) To make repairs, restore or alter any Unit or the Common Elements after damage by fire or other casualty or condemnation.

(x) To enter a Unit when necessary for the maintenance, care and preservation of the Property.

(xi) To furnish annually, at the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by an independent public accountant, a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting. A Unit Owners, their representatives and mortgagee may examine the Condominium books and records upon reasonable notice and during normal business hours.

(xii) To act as an agent of those Unit Owners, if any, who give their written authorization to apply to the New York City real estate tax assessment agency by filing a single protest or complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all Unit Owners for whom it is acting as agent and charge those Unit Owners a pro-rata share of expenses, disbursements and legal fees.

New York City Local Law 97 of 2019

New York City Local Law 97 of 2019 requires most buildings over 25,000 square feet to meet new greenhouse gas emissions limits beginning in 2024, with stricter limits coming into effect in 2030 with the goal to reduce the emissions produced by the New York City's largest buildings 40 percent by 2030 and to net zero by 2050. Local Law 97 applies to the Building. Sponsor anticipates the Building complies with Local Law 97 requirements, including stricter limits in effect in 2030 and 2050. Buildings that fail to meet compliance standards may be subject to steep fines and penalties, which may increase Common Charges; Purchasers should discuss this with their attorneys prior to executing the Purchase Agreement. The Board of Managers, or the Managing Agent, will be required to make annual filings reporting energy consumption on the Property; excessive consumption by Unit Owners may result in steep fines and penalties.

Waterfront Public Access Area

The Property is located within a waterfront block, as defined by Section 62-11 of the Zoning Resolution of the City of New York and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution. The Property is located in the Waterfront Access Plan Q-1: Northern Hunters Point set forth in Section 62-951 of the Zoning Resolution. In order to develop the Property, a Visual Corridor and Waterfront Public Access Area is required pursuant to Section 62-51 and 62-951(e)(8) of the Zoning Resolution. An application for this Visual Corridor and Waterfront Public Access Area has been submitted to the New York City Department of City Planning Chairperson as Application No. 240337ZCQ and dated April 30th, 2024; the New York City Department of City Planning certified the application on November 7, 2024; Sponsor was required to place a restrictive declaration on the Property as a condition of the application. The rights and obligations conferred by the Declaration and the By-laws are expressly subject and subordinate to the terms of that certain restrictive declaration by Sponsor dated as of September 16, 2024 and recorded in the City Register's Office on October 23, 2024 as CRFN 2024000276304; see the "WPAA Restrictive Declaration" set forth in Part II of the Offering Plan. New York City and the general public have a perpetual and non-exclusive public access easement over the Waterfront Public Access Area open to the public from 6 a.m. to 1 a.m. every day. The Waterfront Public Access Area is a Common Element of the Condominium. In addition, Sponsor has executed a maintenance and operation agreement with the New York City Department of Parks and Recreation that is an exhibit of the aforementioned restrictive declaration. The maintenance agreement requires the Condominium to fund the ongoing operation and maintenance of the Waterfront Public Access Area. The Board of Managers, on behalf of the Condominium, shall be responsible for cleaning, snow removal, landscape maintenance, utilities, repairs and replacement of benches, walls, barriers, fencing, pavement, signage, painting, plant materials, and trees required for the operation of the Waterfront Public Access Area; this has been budgeted as part of

the Labor, Repairs Maintenance, & Supplies, and Service Contracts line items in Schedule B.

Environmental Remediation

The Property's history includes use as a four-story paint factory, three-story garage and office, and three-story warehouse. During testing, Isopropylbenzene, Ethylbenzene, Lead, Methylene chloride, Benzo(a)pyrene, Mercury, and Xylene was detected at elevated concentrations. Site-Specific (Track 4) Soil Cleanup Objectives were established. Remediation included: (i) excavation and off-site disposal of grossly-contaminated soil that exceeded the Soil Cleanup Objectives established by the New York State Department of Environmental Conservation site-specific standards; (ii) closure of the remaining underground storage tanks by removal or abandonment in place; (iii) backfill of excavated areas with clean fill; (iv) dewatering, treatment and off-site disposal of contaminated groundwater to facilitate excavation; (v) treatment of Volatile Organic Compounds in groundwater; (vi) installation of five automatic Light Non-Aqueous Phase Liquid recovery well pumps at property boundaries where the Light Non-Aqueous Phase Liquid plume extended off-Site and underneath the warehouse; and (vii) installation of an approximate two-foot thick site-wide composite cover system; additionally, nine new groundwater monitoring wells were installed as required by the New York State Department of Environmental Conservation. A Certificate of Completion was issued by the New York State Department of Environmental Conservation on December 16, 2016, the Site met the Track 4 Site-Specific Soil Cleanup Objectives which is protective of public health and the environment for its planned use.

Institutional Controls and Engineering Controls are required. Use restrictions are imposed on the Property including prohibitions on groundwater use, farming, or vegetable gardening in order to prevent future exposure pathways. Exposure to any remaining contamination in the soil is prevented by a composite cover system consisting of concrete building slabs, concrete pavement, asphalt, or recycled concrete aggregate. To recover Light Non-Aqueous Phase Liquid that may be present, a Light Non-Aqueous Phase Liquid recovery system was installed comprised of five automated pumps and 55-gallon Light Non-Aqueous Phase Liquid storage drums; the New York State Department of Environmental Conservation approved shutting down the Light Non-Aqueous Phase Liquid recovery system in a letter dated January 12, 2018. In-situ Chemical Oxidation injection program will be implemented based on the presence of residual Volatile Organic Compounds.

The Property is subject to oversight by the New York State Department of Environmental Conservation; an "Environmental Easement" was granted on October 27, 2015 pursuant to a Brownfield Cleanup Agreement that requires compliance with Institutional and Engineering Controls as listed in the Site Management Plan. Monitoring includes annual inspections by a Qualified Environmental Professional of the composite cover system, annual site-wide inspections, quarterly monitoring of monitoring wells, and as needed inspections performed in the event of an emergency or severe weather. Reporting, by a Qualified Environmental Professional, to the New York State Department of Environmental Conservation is required for quarterly progress reports and annual groundwater monitoring and periodic review reports. Sponsor intends to utilize Roux Associates Inc, 209 Shafter Street, Islandia, NY 11749, as the Qualified Environmental Professional for all inspections and reporting; Roux Associates Inc. was founded over 40 years ago and managed the cleanup of large, complex environmental remediation projects, including Superfund sites, chemical and manufacturing plants, and petroleum refineries and

distribution terminals.

Sub-Slab Depressurization System (SSDS)

Sponsor will install, before the foundation is poured, an active Sub-Slab Depressurization System (SSDS) that consists of a network of horizontal pipe set in the middle of a gas permeable layer immediately beneath the concrete slab and vapor barrier system. The horizontal piping connects to a pipe that penetrates the slab and travels through the Building to the roof. The pipe will be finished at the roof line with a goose neck pipe to prevent rain infiltration. The active SSDS will be hardwired and will include a pressure gauge and alarm located in an accessible area in the basement. Six sampling ports will be utilized to measure the pressures imposed upon the subsurface within the building footprint. The active SSDS must be inspected and its performance certified at specified intervals defined in the Site Management Plan.

Prior to startup of the SSDS, differential pressure testing of the SSDS will be conducted as per NYSDOH requirement and six vapor samples will be collected from the six permanent vapor probes installed within the composite cover. Monthly vacuum gauge readings shall be recorded on the monthly inspection checklist by the Managing Agent or Board of Managers. The components of the active SSDS must be inspected annually by a Qualified Environmental Professional to assure that the active SSDS is functioning properly. An annual Periodic Review Report should be submitted to the New York State Department of Environmental Conservation. A minimum of one year is required for the operation and maintenance of the active SSDS. The active SSDS could be converted into a passive SSDS after sub-slab vapor samples have been obtained and analyzed. A Professional Engineer or Qualified Environmental Professional will need to petition the New York State Department of Environmental Conservation requesting that the active SSDS be converted to a passive SSDS and if approved, the system monitoring will no longer be required. The ongoing costs of compliance with all matters related to the environmental remediation after the first Unit Closing shall be at the expense of the Condominium; this expense has been budgeted and can be found in Schedule B under Service Contracts.

Following initial startup of the active SSDS, monthly inspections require recording of the vacuum gauge reading. If the blower is found to be non-operational during a monthly inspection, or if the blower is operating, but no vacuum reading is observed on the vacuum gauge, the blower must be replaced or repaired. An emergency contact list must be maintained in a package secured to the SSDS discharge pipe. The audible/visual alarm must be inspected to make sure it has not been triggered, and that the vacuum gauge depicts a vacuum reading of approximately 1.0 inches of water or greater. All completed monthly SSDS Inspection Checklist are to be kept on site for the annual inspection to be performed by the Qualified Environmental Professional. Results of inspections performed during a reporting period and certification of performance of all Engineering Controls and Institutional Controls must be included in an inspection and Periodic Review Report to be submitted every year for the prior calendar year.

Obligations and Costs to Unit Owners and the Unit Owner-Controlled Board of Managers

The Board of Managers will be responsible for performing inspections, preventing breaches to the systems, repairing or replacing the protective systems, filing reports, obtaining certifications, and complying with the requirements of the Site Management Plan. During the

Sponsor Control Period, Sponsor will perform these duties on behalf of the Board of Managers. However, once the Board of Managers is transferred to Unit Owners, the Unit Owner-controlled Board of Managers shall be responsible for complying with all provisions of the Site Management Plan. Unit Owners may not violate the Site Management Plan and must abide by any restrictions, including without limitation a restriction on vegetable gardening on the Property.

For more details and to view the publicly available documents, Purchasers and Unit Owners can visit the following website:

https://extapps.dec.ny.gov/data/DecDocs/C241108/

Documents are also available upon request to the Board of Managers. Sponsor will provide the Board of Managers the Site Management Plan.

Right of Action

The Board of Managers and any aggrieved Unit Owner shall have the right of action against Unit Owners or the Board of Managers for failure to comply with the Declaration, By-Laws, or decisions of the Board of Managers.

Any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. Section 2.5 of the By-Laws provide that all determinations of the Board of Managers which affect only:

(a) Residential Units, do not materially and adversely affect the use and operation of Non-Residential Units, and do not increase the obligations of Non-Residential Unit Owners shall be made by the Residential Board Members, and the Residential Board Members may designate a committee comprised of Residential Unit Owners to make such determinations;

(b) Non-Residential Units, do not materially and adversely affect the use and operation of Residential Units, and do not increase the obligations of the Residential Unit Owners shall be made by Non-Residential Board Members.

Any dispute as to whether or not a determination materially and adversely affects any Units or Unit Owners shall be settled by arbitration. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of Article 16 of the By-Laws, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes. The decision in any arbitration conducted pursuant to the terms of Article 16 shall be binding upon all of the parties thereto and may be entered in any court of competent jurisdiction. The foregoing provisions are for disputes between the Board of Managers and a Unit Owner and does not apply to disputes between Unit Owners; the Purchase

Agreement does not contain an arbitration provision for disputes between Sponsor and a Purchaser.

Enforcement of Sponsor's Obligations

The obligations of Sponsor with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Sponsor be enforceable by individual Unit Owners. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Sponsor Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Sponsor agrees that, during the Sponsor Control Period, the Sponsor designated Board of Managers will in their capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by at least 51% of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. In addition, if there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, Sponsor's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

Voting

Each Unit Owner, or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to the Unit Owner's Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be 1,000,000 and each Unit Owner shall be entitled to cast one vote at all meetings of the Units Owners for each .0001% of Common Interest attributable to their Unit(s).

Notices to Permitted Mortgagees

The Permitted Mortgagee will be notified within ten (10) days by certified mail, with a "return receipt" requested in the event of the following:

(i) Any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage;

(ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Association; and

(iv) Any proposed action that requires the consent of fifty-one percent (51%) of the

Permitted Mortgagees.

THE FOREGOING SUMMARY IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF THE BY-LAWS OR DECLARATION. PROSPECTIVE PURCHASERS OR THEIR ATTORNEYS OR ADVISORS SHOULD REVIEW THE BY-LAWS, DECLARATION AND OTHER IMPORTANT DOCUMENTS SET FORTH IN PART II OF THE OFFERING PLAN.

REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York. The Residential Units will be classified as Tax Class 2 property (more than three units or three floors) upon completion of the improvements.

Once Units are separately assessed for real estate taxes, each Unit Owner will be responsible only for payment of the tax bill attributable to Unit Owner's Unit, and will not be responsible for paying the tax bill attributable any other Unit. Likewise, with separate assessments, one Unit cannot be subject to a tax lien arising out of another Unit Owner's failure to pay the taxes due on that other Unit Owner's Unit.

Certain Purchasers of Residential Units, including senior citizens and veterans, may be exempt, in whole or in part, from real estate taxes. Each potential Purchaser should consult their own tax advisor as to the availability of such exemptions.

Submission of the Declaration and Tax Lot Drawings to the New York City Real Property Assessment Bureau for review is one of the first steps in the process by which the Units will become separate tax lots. The timing of this submission generally depends upon the date the Offering Plan is declared effective, as typically the submission is not made until that time. As of the date of this Offering Plan, Sponsor has no reason to anticipate any delay other than normal governmental processing time in effectuating creation of separate tax lots and individual Unit assessments.

Purchasers are advised, however, that due to the City's schedule in assessing real property generally, it is possible that separate assessments of Units may not be made for six to twelve months after separate tax lots legally are established. That is, separate tax lots may be established (thereby enabling Sponsor to convey Units to Purchasers), but separate assessments may follow some months later. Thus, for a period of time following establishment of separate tax lots, one tax bill may still be rendered for the entire Property. Details of how the tax bill will be paid under these circumstances and Purchasers' responsibilities for contributing their proportionate share of same, are included in Part I of this Offering Plan, "Unit Closing Costs and Adjustments."

Assessment and Tax Certiorari Proceedings

The Board of Managers shall have the right accorded board of managers in §339-y of the Condominium Act, on behalf of and as agent for any Unit Owner who has given written authorization to the Board of Managers, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit, as set forth in the By-Laws. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. The Board of Managers may retain legal counsel on behalf of Unit Owners for which it is acting as agent and charge all such Unit Owners a pro-rata share of expenses, disbursements, and legal fees, for which charges the Board of Managers shall have a lien as if for Common Charges, pursuant to §339-z of the Condominium Act. If any Unit Owner seeks individually, to have the assessed value of said Owner's Unit reduced, by bringing a separate tax certiorari proceeding, the Board of Managers, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit

Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from such proceedings.

There are no tax certiorari proceedings currently pending for the Property.

Real Estate Tax Projection

The New York City Department of Finance assesses the values on all New York City residential and commercial properties annually. The Department of Finance releases tentative assessments of the property value of every property in January of every year and final assessments every May, prior to the beginning of each tax year, which begins July 1. Real Property tax rates, set each year by the City Council are applied to these property values to determine each homeowner's annual tax liability.

The property tax assessment process commences when the city's assessors determine the *market value* of the property. Despite the given name "*market value"*, this value has little to do with the actual value of the property (what someone would actually pay for acquisition of the property). In some neighborhoods the *market values* are close to actual property values. In others they can be as little as 5% of true values. Even within neighborhoods there can be wide variations. Property tax is only levied on a portion of the *market value*. This portion is called the *assessed value*. In regard to Condominiums with less than four (4) dwelling units, taxes are levied on 6% of the *market value*. In regard to Condominiums with more than three (3) dwelling units, taxes are levied on 45% of the *market value*.

Any statements regarding property taxes as it relates to this Building has been ascertained from the Property Tax Projection Letter set forth subsequently in Part I of this Offering Plan supplied by Metropolitan Realty Exemptions, 349 Keap Street, Brooklyn, NY 11211 ("Property Tax Professional"). Post-construction real estate tax estimates were made by Property Tax Professional. Sponsor and Sponsor's counsel have relied wholly on the Property Tax Projection Letter by Property Tax Professional to provide prospective purchasers the information related to the property taxes for the Building set forth herein; Sponsor and Sponsor's counsel are not property tax experts, have not independently verified the Property Tax Projection Letter, and make no judgment as to its accuracy. Therefore, Purchasers are strongly urged to review the Property Tax Projection Letter provided by Property Tax Professional thoroughly and to consult with their own tax counsel or expert regarding same. See the Property Tax Projection Letter dated March 19, 2025, set forth at the end of the section "Real Estate Taxes". The projected real estate taxes for the First Year of Operation contained on Schedule A are based on an assessment of the Building after construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. If Sponsor completes construction earlier than anticipated, or if the Department of Finance assesses the Building as complete earlier than anticipated by the Property Tax Professional, then projections for post-construction assessments may be in effect sooner than projected. The Property Tax Professional has taken the following factors in account when formulating their opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in the neighborhood which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space.

The Property Tax Projection Letter provides, in part, that upon conversion to a condominium, the Residential Units will be designated Tax Class 2, Non-Residential Units will be designated Tax Class 4, and the final assessment roll may only reflect a land assessment when it is published in May. Property Tax Professional assumed a Tax Class 2 tax rate of 12.500% and Tax Class 4 tax rate of 10.762%.

Estimated Residential Assessed Value:	$20,502,108
Estimated Residential Tax Liability:	$2,562,764
Estimated Non-Residential Assessed Value:	$946,532
Estimated Non-Residential Tax Liability:	$101,866

The Schedule A set forth in Part I of the Offering Plan allocates the estimated real estate taxes for the First Year of Operations to all Residential Units based on each Residential Unit's Common Interest. However, Sponsor makes no representation that the New York City Department of Finance will actually apportion the real estate taxes for each Unit based on Common Interest. Purchasers are urged to review the Property Tax Projection Letter with their own counsel to understand the tax implications on their Unit. After the Condominium is divided into individual tax lots by the Department of Finance, each Unit will be taxed as a separate tax lot for real estate tax purposes, and individual Unit Owners will not be responsible for, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. Every January, the New York City Department of Finance mails property owners a Notice of Property Value. Every May, the New York City Department of Finance issues a final assessment. After the Declaration and Tax Maps are filed, until the New York City Department of Finance issues the next Notice of Property Value or final assessment, an assessment of each Unit may not be shown on the New York City Department of Finance website even if the New York City Department of Finance has apportioned the real estate taxes for each Unit.

The policy of the New York City Department of Finance is to apportion each Unit's real estate taxes based on its Common Interest. However, the City of New York is not bound by the allocation of Common Interests and may allocate on a different basis. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED.

There is no assurance the taxing authority will allocate taxes based on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by Property Tax Professional. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis) or (c) the amount of any increase in the assessed valuation of the Property.

If separate tax assessments have not been made for individual Units prior to the closing of

title to a Unit, Sponsor, on behalf of the Board of Managers, will collect from each Purchaser at Closing, and will place in escrow in a separate account established for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes). If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at Closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. Until separate tax assessments have been made for individual Units, a Purchaser that obtained financing may have to maintain a second tax escrow account with their lender. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Article 2.6. of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners.

If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a special assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due are lower than the amount collected and held in escrow, then the Board of Managers shall pay the Unit Owners their proportionate share of any excess. At such time that the individual Units have been separately assessed, Unit Owners shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Unit Owners shall notify the Board of Managers that the individual Units have been separately assessed and any sum collected and held in escrow not paid toward real estate taxes shall be reimbursed to the Unit Owner or Sponsor who advanced same.

Cooperative and Condominium Tax Abatement

Unit Owners will not receive the Cooperative and Condominium Tax Abatement. During the Sponsor Control Period, the Board of Managers does not intend to apply for the Cooperative and Condominium Tax Abatement.

In order for the Condominium to qualify for the Cooperative and Condominium Tax Abatement, the Condominium must be Tax Class 2, cannot receive tax benefits such as J-51, 420c, 421a, 421b, or 421g, the Managing Agent or Board of Managers must apply by February 15 on behalf of all Unit Owners, the Managing Agent or Board of Managers must obtain a certification

from Unit Owners regarding the Unit being such Unit Owner's primary residence, and if the Condominium (i) has 30 or more residential dwelling units and an average unit assessed value of more than $60,000 or (ii) has less than 30 residential dwelling units and an average assed value of more than $100,000, then the Condominium is required to pay prevailing wage and the Managing Agent or Board of Managers must submit a prevailing wage affidavit.

In order for Unit Owners to qualify for the Cooperative and Condominium Tax Abatement, the Unit must have been purchased before January 5 to qualify for the upcoming tax year, the Unit must be the Unit Owner's primary residence, the Unit Owner cannot own more than three Residential Units in the Condominium, transfer tax forms or a deed must be filed with the City Register's Office, the Unit Owner cannot be receiving a clergy property tax exemption, the Unit cannot be owned by a business, the Unit cannot be owned by Sponsor or Successor Sponsor, and if the Unit is owned by a trust then the Unit must be the primary residence of all beneficiaries of the trust, or trustee, or life estate holder.

ICAP

The Industrial Commercial Abatement Program ("ICAP") is a tax abatement program covering nonresidential construction projects located in the City of New York. It is designed as a tax incentive to encourage construction or rehabilitation of commercial properties. Buildings (and nonresidential condominium units) such as parking garages, retail buildings, community facility, shopping centers, office building, factories, hotels and warehouses are among the eligible type of properties, although they each receive different benefit amounts depending upon the location and use. The ICAP program has replaced the previous nonresidential tax incentive program known as the Industrial and Commercial Incentive Program (ICIP). ICIP granted tax exemptions based on the increase in assessed value resulting from new construction or renovation, the ICAP program grants tax abatements based on the increase in real estate taxes resulting from new construction or renovation.

Provided the technical requirements of the ICAP law are satisfied as implemented and interpreted by the New York City Department of Finance, the property is entitled to the tax abatement as-of-right and the New York City Department of Finance does not have discretion with which to deny the tax abatement. In order to be eligible for the Industrial Commercial Abatement Program, a preliminary application for such tax benefits must be filed prior to commencement of construction. A preliminary ICAP application and building permits must be filed timely. The current ICAP law covers eligible work commenced prior to March l, 2022. In addition to filing the preliminary ICAP application prior to the issuance of the building permit and commencement of construction, a final application for ICAP tax benefits must be submitted to the Department of Finance within one year after the initial permit is issued by the Department of Buildings. Applicants for the ICAP program must make a minimum required expenditure equal to at least 30% of the taxable assessed value of the property no later than four years from the date the building permit was first issued or from the start of construction if no permit is required. In addition to timely filing a preliminary application and meeting the minimum required expenditure, the law also requires that the annual real property income and expense statement be filed with the New York Department of Finance, a report of all current construction be filed with the Department of Finance on a semiannual basis and a final application for ICAP benefits be filed within one year after the date the first building permit was issued for construction work. Once the ICAP application

has been approved, there is a requirement to file a bi-annual Certificate of Continuing Use with the Department of Finance certifying as to the current use of the property and other miscellaneous information. In addition to the filings with the Department of Finance, there are also additional filing requirements with the New York City Department of Small Business Services. The filing with the Department of Small Business Services is predominately a paperwork requirement but also requires an outreach to minority and women contractors.

The ICAP tax benefit is an abatement of real estate taxes by the amount by which the post completion real estate tax on a building exceeds 115% of the preconstruction tax. Therefore, the ICAP tax benefit does not eliminate real estate taxes, it only results in a partial, but nevertheless substantial, abatement of the real estate taxes. The ICAP law does not provide any benefits during the construction period. The preconstruction and post construction taxes are both calculated utilizing the tax rate from the preconstruction year. The ICAP benefit in this area is set for 15 years, with 100% of the increase in assessed value that exceeds 115% of the prior assessed value multiplied by the prior tax rate used to determine the extent of the ICAP benefit. This 100% amount last for eleven years and then phases out starting in the twelfth year of the ICAP benefit at a rate of 80%-60%-40%-20% of the original benefit in the final four years. The benefit is slightly different if the designated area contains retail footage. ICAP tax benefits commence in the first tax year that occurs after the tax status date that immediately follows completion of construction.

Prospective Purchasers are advised to read the full text of the Property Tax Projection Letter on the following page for details about the projected real estate tax assessments.

METROPOLITAN
Realty Exemptions

Office: 349 Keap Street, Brooklyn, NY 11211
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Email: martin@mretax.com |**Web:** www.mretax.com

REAL ESTATE TAX OPINION OF ELIGIBILITY

March 19, 2025

Jasper Wu
60 Cuttermill Road
Great Neck, NY 11021
United States

RE: 45-40 Vernon Boulevard
Queens, NY
Block & Lot: 26 – 4 and 8 (merged to lot 4)

Letter of Opinion Regarding ICAP Real Estate Tax Exemption Benefits and Tax Liabilities

To Whom It May Concern,

You have requested us to advise you with our opinion in respect to the eligibility of the above property to receive partial real estate tax abatement benefits pursuant to Section 489-aaaaaa of New York State Real Property Tax Law and the rules and regulations adopted by the New York City Department of Finance as amended (collectively, hereafter referred to as the "ICAP Program"). Further, this letter will provide an estimate of the real tax liabilities with and without the above-mentioned program and its benefits.

Project Details
In order to prepare this letter and the opinion set forth herein, you have supplied us with the following information upon which we have relied:

1. The subject property is located at 45-40 Vernon Boulevard, Queens, NY, and is known as Block: 26, Lot 4 and 8 with the New York City Department of Finance ("DOF").

2. Prior to commencement of construction the property was classified as a Tax Class 4 with the DOF.

3. In the instant application, a new multiple dwelling mixed use building will be constructed to include commercial space and 186 residential condominium units.

4. According to the information provided to our firm, the approximate **gross** square footage for the commercial space will be 11,404 SF and the residential space will be 207,092 SF.

5. There will be separate condominium tax lots filed with the DOF for the commercial unit and each residential unit.

6. Based on assessment guidelines, the DOF Surveyor's Office shall class the commercial unit and the parking area as a tax class four (4) and levy the assessed value ("AV") on a 45% rate of the market value.

7. The residential units will be classed as a tax class two (2) and thus levy the assessed value on a 45% rate of the market value too.

ICAP Real Estate Tax Benefits
An abatement is granted on that portion of a property's assessed valuation known as the abatement base. The Industrial and Commercial Abatement Program (ICAP) reduces a portion of the increase in real property taxes due to new construction, modernization or rehabilitation of industrial/commercial buildings, by providing up to a maximum of 25-year property tax abatements for qualified projects.

Eligible ICAP applicants receive an abatement of their taxes equal to a percentage of the "Abatement Base". The "Abatement Base" is equal to the "Post-completion Tax" minus 115% of the "Initial Tax". The "Post-completion Tax" is the taxable assessed value (the lower of the actual or transitional assessed values) shown on the assessment roll with a taxable status date immediately following the earlier of either, upon the completion of construction (issuance of a Final Certificate of Occupancy), or four years from the date of issuance of the project's first building permit multiplied by the "Initial Tax Rate". The "Initial Tax Rate" is the tax rate applicable to the assessment roll with a taxable status date immediately preceding the issuance of the first building permit.

The "Initial Tax" is the taxable assessed value indicated on the assessment roll with a taxable status date immediately preceding issuance of the first building permit multiplied by "Initial Tax Rate". Neither the post-completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP abatement is not available to reduce the real estate tax attributable to its land.
According to the above calculation: if there is no considerable construction in the first 4 years after the Initial permit, there will be no benefit in the ICAP.

Commercial retail projects receive the abatement outlined above on the increase in assessed value attributable to the improvements made, for a period of 11 years, followed by 4 years of abatement declining 20 percent phase-out per year.

Commercial projects without retail space in designated special exemption areas receive the exemption outlined above for 16 years, with the exemption declining by 10 percent annually for the following consecutive 9 years. In addition, in years 2-13 of the abatement period, an increase in tax liability over the prior year that exceeds 5 percent, such excess shall be added to the abatement base. However, in any year 2-13, where the taxable AV is increased for a physical

change resulting in an increase in taxes of more than 5%, then none of the increase is added to the abatement base.
Where more than 10% of the building is used for retail purposes, only the non-retail portions of the building and up to 10% of the retail portion are eligible for the 25-year benefit. The remaining retail portion shall be eligible for benefits in accordance with the 15-year schedule.
The subject project is NOT located in the designated special abatement area.

It is important to note that the ICAP benefits are implemented only following the initial tax year (July 1 of any year) after completion of construction. Completion of construction is determined upon the issuance of a Final Certificate of Occupancy.

Eligibility Requirements
The preliminary applications must be filed prior to the issuance of the first building permit (or, if no permit is required, prior to the start of construction). Projects will NOT receive benefits if a building permit is issued prior to filing a preliminary application.

The final application must be filed within one year from the date of the issuance of the building permit, or if no permit is required, within one year from the start date of construction. The final application may be filed no later than one year after the issuance of the initial permit or the commencement of construction.

Minimum Required Expenditure (MRE)
The MRE for all projects is 30% of the property's assessed value in the tax year with a taxable status date immediately preceding the date of issuance of the project's first building permit. Applicants have 4 years from the date of issuance of the first building permit in which to spend the full MRE.

ICAP Eligibility
Based upon the foregoing information furnished to us by you and your architect, and subject to your timely completion of work and filing of all documentation pursuant to ICAP of the Real Property Tax Law and applicable rules and regulations as is required to obtain the benefits thereof, and assuming presently applicable ICAP provisions apply, it is our opinion that:

- The premises, after construction is completed, will be eligible for the ICAP partial real estate tax exemption under Section 36-12 of the Rules of the City of New York, for up to a 15-year period, as indicated above.

- All Section ICAP partial real estate tax benefits may be revoked or reduced if the application misstates or omits to state a material fact and/or for non-payment or underpayment of taxes and for certain other reasons. In addition, the benefit can be revoked for business or labor violations.

DOF Assessment Guidelines
The New York City Department of Finance assesses the values regarding all New York City residential and commercial properties annually. Based on the assessor’s determination of the assessment on taxable status date January 5th, the Department of Finance releases tentative assessments of the property value in January of every year and final assessments every May, prior to the beginning of each tax year. Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year.

The property tax assessment process commences when the city's assessors determine the market value of the property. Property tax is only levied on a portion of the market value. This portion is called the assessed value. Regarding 1-3 family homes and condominiums with no more than three (3) stories, provided such property was previous classified as class one (1), the assessed values are levied on 6% of the market value. Regarding all other properties, taxes are levied on 45% of the market value.

Real Property tax rates set each year by the City Council are applied to these property values, to determine each homeowner's annual tax liability. The current 2024 tax rates are 10.762% for tax class 4 and 12.500% for tax class 2.

Proposed Real Estate Tax Liabilities
We have taken the following factors in account when formulating our opinion: (a) the recent tax assessment history on the property; (b) comparable residential projects in the neighborhood which have been newly constructed; (c) market conditions in the general area; (d) proposed estimate of the cost of construction; (e) calculation of the total floor area of usable space.

Assessments in New York City are made on a fiscal year basis, beginning on July 1st of each year and ending on June 30th the following year. The status of the building on January 5th of each year is the basis of the assessment for the fiscal year beginning that July 1st.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between one year and the next is phased in over a five-year period in equal installments. The five-year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year’s assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation.

We believe there will be a substantial increase in value for tax year 2026/27 and /or 2027/2028 as a result of the new construction, and that such increase will be placed on the assessment roll immediately.
However, in future years increases in assessed value will likely result in the taxable assessment being based on a phased-in transition assessment.

Condo or Non-Action Condo Requirement
As per The Rules & Regulations, a Condo or a Non-Action Condo Declaration is required to be filed with the Attorney General’s office to subdivide the commercial space from the residential space into two (2) new separate tax lots. Subsequently, when the condo Declaration will be implemented and in effect, so that the commercial space will have its own tax lot, The NYC Department of Finance will implement the ICAP tax exemption benefits on the commercial space only. As per Rules and Regulations, the ICAP benefits cannot be implemented prior to the subdivision and the implementation of the Condo.

Post-Completion Projected Assessed Value and Tax Liability
Considering the aforementioned factors, we are estimating that for the post construction tax year the DOF will set the Total Assessed Value at approximately $21,448,640.

Assuming the 2024 tax rates of 10.762% for tax class 4 and 12.500% for tax class 2, the projected tax liabilities will be as follows:

Commercial Tax Liability without ICAP	
Assessed Value	$946,532
Tax Liability	**$101,866**
Commercial Tax Liability with ICAP	
Assessed Value	$946,532
Tax Liability	$101,866
ICAP Abatement Amount	-$89,341
Commercial Tax Liability	**$12,524**

Residential Tax Liability	
Assessed Value	$20,502,108
Tax Liability	**$2,562,764**

In determining the assessed values for the individual units, the Department of Finance may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

Important! biennially ICAP Renewal
Please note: All ICAP benefit recipients must complete a CCU (Certificate of Continuing Use) to renew the abatement biennially, regarding certain business operation data relating to the recipient's economic impact and outcomes. Such report shall contain information including tenancy data, information regarding employment creation and job retention and any other information deemed relevant by the department.

Disclaimer
Although the aforesaid estimate of the Actual Assessed Valuation is a good-faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, when made, may be lesser or greater based on the interpretation of the administrative code and the applicable rules and regulations of the City of New York.

Though we believe our opinions are well-founded, they are not intended, and should not be construed as warranties or guaranties or representations as to future assessed valuations of the property under discussion and we accept no responsibility or liability in the event that the figures or projections set forth herein are incorrect or inaccurate. In no event will this firm, the Sponsor, the Sponsor's counsel or any other person be liable if the assessed valuation, when actually made, is lesser or greater that that estimated above, or if the administrative code and the applicable rules and regulations of the City of New York are changed in the future, or if the facts as represented prove to be untrue.

Sincerely yours,



Martin Joseph
Metropolitan Realty Exemptions, Inc.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

Deductibility of Mortgage Interest and Real Estate Taxes

A Unit Owner will own their Unit in fee simple and each Unit will be a separate tax lot for real estate tax purposes. Therefore, each Unit Owner may mortgage their Unit with an institutional lender and will be liable for payment of mortgage interest and principal and any real estate taxes assessed against the Unit.

On January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. Purchasers are advised to consult with a tax expert regarding whether the new law will affect the purchaser's taxes.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).. The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Unit Owner who uses a Unit for professional or business use or for the production of income, should be entitled, under present law, to a deduction for Federal and New York State income tax purposes for the real estate taxes paid on the Unit and for the interest paid on any mortgage covering the Unit.

Tax Status of Condominium

The Condominium will be managed by the Board of Managers, which shall collect the Common Charges on behalf of the Condominium. Although it is not clear whether the Condominium would be treated as an association taxable as a corporation for Federal tax purposes, there is substantial authority for such treatment. Assuming that it is a taxable entity, the

Condominium will file tax returns and be subject to the regular corporate income tax on its taxable income, and its taxable income would be computed as the excess of its gross income over its deductible expenses. However, any portion of the Common Charges that is segregated and used to finance specified capital expenditures should not be included in gross income.

Notwithstanding the foregoing, the Condominium should qualify under Section 528 of the Internal Revenue Code to be exempt from tax on certain income. If the Condominium meets all applicable requirements and properly makes the election, it may be exempt from tax on membership fees, dues and assessments from the Condominium Unit Owners.

No warranty is or can be made by Sponsor or any other person that the United States Treasury Department or the New York State Department of Taxation will allow the aforementioned deductions and no representation or warranty is or can be made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor its counsel shall be liable if it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid due to changes in applicable law, regulation or decisional law.

MARANS NEWMAN TSOLIS & NAZINITSKY, LLC
29 BROADWAY · SUITE 2400 · NEW YORK, NY 10006 · 212 968-0244

COUNSEL'S TAX OPINION

November 6, 2025

ZDJ VERNON LLC
60 Cutter Mill Road, Suite 405
Great Neck, NY 11021

Re: Offering Plan for: Paragon Condominium
Premises: 45-40 Vernon Boulevard, Long Island City, NY 11101

To Whom It May Concern:

You have requested our opinion with regard to certain income tax matters relating to the Offering Plan (the "Offering Plan") for Paragon Condominium (the "Condominium") including specifically the availability of certain deductions for federal, New York State and New York City income tax purposes with respect to payments of mortgage interest and real estate taxes by individual Unit Owners and the tax treatment to be received by the Condominium.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Offering Plan.

You have advised us that the Sponsor will apply to the Department of Law of the State of New York to convert the premises located at 45-40 Vernon Boulevard, Long Island City, NY 11101 to condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York. The Condominium shall consist of One Hundred Eighty Six (186) Residential Units and Three (3) Non-Residential Units. Each Unit Owner will hold title to their Unit in fee simple plus an undivided interest in the Common Elements. Each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage in accordance with the By-laws and the Offering Plan, on their Unit and, by doing so incur direct liability for the interest payable on such mortgage. The Condominium will be operated by a Board of Managers which, pursuant to the By-Laws, will act as the agent of the Unit Owners. The primary function of the Board of Managers will be to collect the Common Charges and use such funds to supervise the maintenance and operation of the Common Elements.

In connection with this opinion, we have reviewed various documents included in the

Offering Plan, or as exhibits to the Offering Plan, relating to the Condominium including the Declaration and By-Laws.

Each unit under this Offering Plan is consistent with Real Property Law§339-(i)(1)(iv). The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

A non-corporate Residential Unit Owner who itemizes their deductions will be entitled to a deduction in computing their taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to their Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000.00, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." The Federal limitation on the deduction for real estate taxes applies in the aggregate to, and is inclusive of, state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $40,000 ($20,000 in the case of a married individual filing a separate return) in 2025, and will increase 1% per year until 2030; in 2030, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).. The amount of any available deductions may vary due to changes in the interest rate, the allocation of constant debt service payments to interest, and state and local taxes. For some taxpayers, the foregoing deductions may also be impacted by the alternative minimum tax. The foregoing deductions are subject to a phasedown once a taxpayer's modified adjusted gross income exceeds $500,000 in 2025(subject to an increase of 1% for each subsequent year). No opinion is expressed as to the taxation of Unit Owners who are not New York State residents or not individuals. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

A Condominium under New York State law is generally an unincorporated association ("Association"). Absent the application of Section 528, federal law is unclear as to the tax status of a condominium; there is no authority addressing the entity classification of an unincorporated association. If the Association does not elect to be treated as a corporation for the purposes of federal income tax, the Association would be treated as a partnership where income and expenses of the Association pass through to Unit Owners.

We have been requested to opine as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes. In order for the Association to qualify as an exempt organization for federal income tax purposes under Section 528 of the Internal Code, it must meet the following six (6) conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Association's property.

(2) Sixty percent (60%) or more of the Association's gross income must be derived from the payment of dues or fees from the Unit Owners in their capacity as owner-members rather than in the capacity as customers for services.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be used for the acquisition, construction, management, maintenance and care of the Association's property.

(4) No part of the net earnings of such organization inures (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any private shareholder or individual.

(5) The Association must qualify as a "Condominium management association," which is an organization meeting the requirements of condition (1) above with respect to a Condominium substantially all of which units are used by individuals as residences.

(6) The Association must properly and timely elect to have Section 528 of the Internal Revenue Code apply for the taxable year.

A Condominium management association is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance and care of a Condominium, provided substantially all of the Units are used by individuals for residences. "Substantially all" the Units will be considered used by individuals for residences if at least eighty-five percent (85%) of total square footage of all units within the project is used, or is intended to be used, by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and areas used by maintenance personnel.

An effective election under Section 528 will exempt from federal income taxation all amounts received by the Condominium management association as exempt function income. Exempt function income is defined as money received as membership dues, fees, or assessments from owners of condominium housing units. Income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income is taxable. Examples of income which is not exempt function income are common charges paid by owners of commercial units, interest earned on reserve funds, amounts received from persons who are not members of the Condominium management association, amounts received for work done on privately owned property which is not Condominium management association property, and amounts received from members for special use of the Condominium management association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments

required to be paid by all members. If the Condominium management association fails to qualify for or properly elect treatment under Code Section 528 for a taxable year, it may be subject to federal income taxation.

You have advised me that you anticipate that greater than eighty-five percent (85%) of the square footage of the project will be used for residential purposes. Our review of the documents referred to above indicates that the Association does meet all the organizational tests described above to qualify for exemption. Therefore, it is our opinion that the Association will not be subject to federal income tax for the taxable years in which such election is in effect, except as noted below.

This opinion only relates to the specific tax matters discussed above which do not necessarily comprise all tax matters that may be of significance to the Purchasers of the Units. We express no view as to any federal, New York State or New York City tax consequences other than as explicitly discussed in the opinion or as to the tax status or tax consequences of the Offering Plan under the laws of the United States or any foreign jurisdiction. Therefore, it is strongly recommended that each prospective Purchaser of a Unit consult with their own tax advisor concerning the federal, New York State and New York City tax consequences of the purchase and ownership of a Unit in the Condominium. In no event will the Sponsor, Sponsor's counsel, the Board of Managers, counsel to the Board of Managers or any other person be liable if by reason of changes in fact or applicable law, regulations decisional law or Internal Revenue Service rulings, the tax consequences described above should change. No warranties are made that the tax laws upon which counsel bases this opinion will not change and no one else has been authorized to make any representations other than those contained herein.

This opinion has been prepared with the knowledge that it will be incorporated into the Offering Plan.

Very truly yours,



By: Richard Marans
Marans Newman Tsolis & Nazinitsky LLC

WORKING CAPITAL FUND

The Purchaser of each Unit shall be required to make a contribution at the Closing to the working capital fund of the Condominium (the "Working Capital Fund") in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. Sponsor will not be obligated to make any contributions to the Working Capital Fund, except to the extent it is funded by payment of Common Charges. The Working Capital Fund will be held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers. While Sponsor controls the Board of Managers, the Working Capital Fund will not be used to reduce estimated Common Charges. The Board of Managers will be able to utilize the money in the Working Capital Fund at any time and accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time and no minimum amount is represented or guaranteed. In no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. Substantial credits from the Working Capital Fund are not anticipated. Net adjustments for prepaid expenses, in favor of the Sponsor, will be paid for insurance premiums, water charges, and any prepaid service contracts.

Immediately prior to the First Closing, Sponsor shall apportion any of the applicable following items with the Board of Managers as of the day immediately preceding such closing:

- Staff wages and payments or obligations relative to employees of the Condominium
- Fees for assignable permits and licenses, if any
- Charges for electricity and gas for the Common Elements
- Water and sewer charges
- Payments under service and maintenance contracts
- Real estate taxes
- Cost of maintenance supplies
- Premiums for transferable insurance policies

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at First Closing, and final adjustment will be made as soon thereafter as the amounts are ascertained. The amount of the net credit shall be paid to Sponsor at the time of the First Closing, and each succeeding closing, out of the Working Capital Fund, to the extent available. If insufficient funds are available from the Working Capital Fund and a balance remains at the end of the First Year of Operation, the unpaid balance shall be paid in monthly installments, without interest, in twelve equal consecutive monthly installments pursuant to the terms of a negotiable promissory note to be executed by the Board of Managers.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Working Capital Fund. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

RESERVE FUND

A separate bank account for a reserve fund is being established; Section 2.6 of the Bylaws authorizes the Board of Managers to establish a reserve fund for the Condominium for major capital expenditures such as the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Purchaser of each Unit shall be required to make a contribution at the Closing to the Reserve Fund in an amount equal to one (1) times the monthly Common Charges due with respect to such Unit as of the Closing. Except for the initial contribution by Purchasers, the Reserve Fund is funded through Common Charges; the exact amount of the Reserve Fund cannot be determined as it depends on the timing of when each Unit closes, however $171,868 is budgeted to accrue by the end of the First Year of Operation. The Board of Managers, in its discretion, may decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget or issue special assessments to finance needed capital expenditures. While the Sponsor is in control of the Board of Managers, Sponsor will not use Reserve Fund monies to reduce common charges. Since the Building is being newly constructed, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Reserve Fund. No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES

There are presently no contracts or licenses binding on the Condominium; the Offering Plan will be amended to disclose any.

The Condominium will enter into a one-year management agreement with Andover Property Management Inc., 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021, effective as of the first Unit closing and shall continue in force until one (1) year from such date. Andover Property Management Inc. is an affiliate of Sponsor. The annual fee due the Managing Agent under the management agreement is $75,000.00 to be paid in monthly installments. The management fees are at prevailing rates. Either party may terminate the Management Agreement at any time upon at least thirty (30) days prior written notice. During the Sponsor Control Period, Sponsor's designated Board of Managers will determine whether or not to renew the contract.

The Managing Agents duties include maintenance, decorations, repairs, cure violations, oversee service and maintenance contracts, purchase supplies, obtain insurance, pay bills, facilitate the Building's sales and leases, arrange moving in and out of units, billing and collections, attend to complaints, maintain accounting records, provide monthly statements, maintain books and records, prepare a proposed budget, prepare Board or Unit Owner notices, assist in correcting the assessed valuation of units, and assist in financing. The Managing Agent will be reimbursed for costs and expenses. The Board of Managers will not be personally liable for the agreement. Each Unit Owner's liability under the agreement is limited to their Common Interest. The Managing Agent is an independent contractor and does not have an agency relationship; its employees are to continue and remain its employees. Neither party may assign the contract.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is ZDJ VERNON LLC, a limited liability company organized under the laws of the state of New York. Sponsor's office address is 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021. Sponsor or its affiliates have not been the sponsor of any other cooperatives, condominiums, planned unit development homes, or time shares which were first offered within the past five years except for where principal of Sponsor has been the principal of the offering. The principal of the Sponsor is Zhidong Wu.

Mr. Wu has been a sponsor for the following condominiums:

A.	5 Court Square 45-07 Court Square Long Island City, NY 11101	File No. CD18-0428 Accepted for Filing 8/30/2019
B.	Justice Tower Condominium 88-08 Justice Avenue Elmhurst, NY 11373	File No. CD19-0421 Accepted for Filing 12/02/2020
C.	Greene 45-25 Davis Street Long Island City, NY 11101	File No. CD21-0284 Accepted for Filing 8/02/2022
D.	489 & 501 9th Avenue Condominium 489 & 501 9th Avenue New York, NY 10018	File No. CD23-0321 Accepted for Filing 9/12/2024
E.	439 West 36th Street Condominium 439 West 36th Street New York, NY 10018	File No. CD24-0145 Acceptance for Filing Pending Submitted 5/12/2024

Mr. Wu is current on their financial obligations to the above listed public offerings. There are no other cooperative, condominium, or homeowners association where the Sponsor, general partner, or principal of the Sponsor or holder of unsold shares, owns ten percent (10%) or more of the unsold shares or units as an individual, general partner, or principal.

There have been no prior felony convictions against the Sponsor, and/or the principals of the Sponsor. There have been no prior bankruptcies, convictions, injunctions or judgments against the Sponsor, the principals of the Sponsor, entities in which the principals of the Sponsor were principals, and/or any individuals who own or control a ten percent (10%) or more equity interest in the Sponsor that would be material to the Offering Plan, or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Offering Plan.

Attorney for Sponsor

Sponsor has retained the law firm of Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006 (212-968-0244) to represent it in the preparation and consummation of the Offering Plan. The attorney who prepared the Offering Plan is Jonathan Pivovarov, Esq. This firm drafted the Declaration, the By-laws, this Offering Plan, the form of Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. Marans Newman Tsolis & Nazinitsky LLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services. The law firm of Marans Newman Tsolis & Nazinitsky LLC shall serve as escrow agent for Sponsor and Purchaser.

Architect

Archimaera Architecture PC, having an office at 42 West Street, Suite 106, Brooklyn, NY 11222, prepared the Description of Property and Specifications and the Unit Floor Plans set forth in Part II of the Offering Plan. Archimaera Architecture PC has no financial relationship with the Sponsor or principals of Sponsor, except in its capacity as architect, other than that they will be paid a fee for their services. A representative list of properties Archimaera Architecture PC has worked on include:

1. NOBLE | 88-36 139th St, Jamaica
2. VIDA52 | 43-15 52nd St, Woodside
3. VITA | 501 9th Ave, Hudson Yards
4. SORIN | 439 West 39th, Hudson Yards
5. 1034 Atlantic Ave, Brooklyn

Selling Agent

Serhant LLC, 372 West Broadway, New York, NY 10012, is the Selling Agent retained by the Sponsor in connection with the offering of Units. The Selling Agent is engaged in the brokerage and sale of residential properties in the New York metropolitan area. Selling Agent has no beneficial interest in the Sponsor and no interest in the profits of this Offering Plan other than the fee received as Selling Agent of the Condominium. Selling Agent and its principals have no prior felony convictions. During the past fifteen (15) years, there were no prior convictions, injunctions or judgments against Selling Agent or any of its principals that may be material to this Offering Plan or to an offering of securities generally.

Managing Agent

Sponsor intends to retain Andover Property Management Inc., 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021, to manage the Building. The Managing Agent currently manages four properties. There are no prior convictions, injunctions or judgments against the managing

agent or any principal thereof that would be material to this offering. The Managing Agent and its principals are affiliated with the Sponsor or principals of Sponsor. Andover Property Management Inc. currently manages the following properties:

1. TRIO LIC | 27-19 Thomson Ave, Long Island City
2. VIDA52 | 43-15 52nd St, Woodside
3. Terra LIC | 45-19 Davis Street, Long Island City
4. NOBLE | 88-36 139th St, Jamaica

REPORTS TO UNIT OWNERS

The Board of Managers shall furnish to all Unit Owners, their mortgagees and the Department of Law of the State of New York (if and when required by law) and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement verified by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners. The Board of Managers, at least annually, shall fix and determine the annual budget and send a copy of the budget and any supplement to every Unit Owner and mortgagee. The total annual requirement shall be assessed as a single sum against all Units and prorated against each of the Unit according to the respective Common Interest apportioned to each Unit.

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant within four (4) months from the end of such fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(ii) at least ten (10) but no more than forty (40) days prior notice of the annual Unit Owners' meeting; and,

(iii) a copy of the proposed annual budget of the Condominium no later than the 31st day of each December.

DOCUMENTS ON FILE

Copies of this Offering Plan and all exhibits or documents submitted to the Department of Law in connection with the filing of the Offering Plan shall be made available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered under this Offering Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available without charge and copying at reasonable charge for a period of six (6) years from the date of the First Closing. Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording officer at the time of the First Closing.

GENERAL

This Offering Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Offering Plan does not contain a full summary of all of the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

There are no lawsuits or administrative or other proceedings, the outcome of which may materially affect this offering, the Property, the Condominium, the operation of the Condominium or Sponsor's capacity to perform its obligations under the Offering Plan, which have not been disclosed herein.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in the sale of the Units offered by Sponsor pursuant to this Offering Plan.

The property was not the subject of any prior cooperative or condominium offerings. No contracts or agreements have been entered into, and no deposits or advances of funds have been accepted, for any Unit offered pursuant to this Offering Plan as of the date this Offering Plan is accepted for filing by the Department of Law.

None of the Units in the Building which are the subject of this Offering Plan are occupied by residential tenants as of the date of submission of the Offering Plan to the Department of Law. None of the Residential Units in the Building which are the subject of this Offering Plan have been occupied at any time on or after the date of submission of the Offering Plan to the Department of Law. None of the Residential Units in the Building will be rented prior to consummation of the Offering Plan. In the event any Residential Units are rented prior to consummation of the Offering Plan, other than to an interim lessee or as otherwise described herein, Sponsor will abandon the Offering Plan submitted pursuant to 13 NYCRR Part 20. If Sponsor wants to market and/or sell any Residential Units after such time that any Residential Unit is occupied by a tenant other than as stated herein, Sponsor will submit to the Department of Law a new offering plan pursuant to 13 NYCRR Part 23.

Principals of Sponsor have executed the Certification of Sponsor and Principals set forth in Part II of the Offering Plan solely for Martin Act purposes. Consistent with a First Department decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, *et.al.*, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory.

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers, to revise the terms and conditions on which the Units offered hereby are sold, including changes affecting the rights, obligations, and liabilities of Purchasers. All material revisions will be contained in a duly filed amendment to this Offering Plan. If a material revision adversely affects the rights, obligations, or liabilities of the existing Purchasers,Purchasers will be given the right to rescind their Purchase Agreements and to receive a refund of their Deposit (with interest, if any earned thereon) within fifteen (15) days after the presentation of the amendment.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Unit Owner of Unit 3L, but may be utilized by the Unit Owner of Unit 3L or any party acquiring the same from the Unit Owner of Unit 3L and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to increasing Development Rights, the Unit Owner of Unit 3L (including successors or assignees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

The Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. The Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by the Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys the Development Rights.

In the event Development Rights are transferred to an adjoining premises, the light, air and views from the Building may be negatively impacted. Notwithstanding the foregoing, neither the Unit Owner of Unit 3L nor any entity to whom the Unit Owner of Unit 3L conveys the Development Rights to may utilize the Development Rights to increase the size, height, bulk or density of any portion of the Property.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Architect's Description of Property and Specifications set forth in Part II of this Offering Plan. Sponsor represents that, to the best of its knowledge, Sponsor's Architect accurately states the description of the Property and its specifications, as it will be built, upon the plans that it has examined and Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building Condition. See the sections "Description of Property and Improvements" and "Schedule A" set forth in Part I of the Offering Plan and see the "Description of Property and Building Condition," "Floor Plans," and "Declaration" set forth in Part II of the Offering Plan.

PARAGON CONDOMINIUM

OFFERING PLAN

PART II

FORM OF PURCHASE AGREEMENT

Purchaser(s)

With

ZDJ VERNON LLC

Sponsor/Seller

Unit ___

Paragon Condominium
45-40 Vernon Boulevard
Long Island City, NY 11101

PURCHASE AGREEMENT

Unit ___
Paragon Condominium
45-40 Vernon Boulevard
Long Island City, NY 11101

(to be executed in duplicate)

THIS PURCHASE AGREEMENT (this "Agreement"), made as of the day of , 20___, between ZDJ VERNON LLC, a limited liability company organized under the laws of the state of New York, having an office at 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021 (hereinafter, "Sponsor"), and _____, having an address at _____(hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for Paragon Condominium (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Offering Plan").

2. The Residential Unit. Sponsor hereby agrees to sell to Purchaser and Purchaser hereby agrees to acquire from Sponsor Condominium Unit ____ (the "Unit") at the Condominium (as designated in the Declaration), together with the undivided percentage of common interest in the Common Elements as set forth in the Schedule B to the Declaration and as set forth in the Offering Plan, upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Residential Unit is $_____ (the "Purchase Price") payable as follows:

(a) $_____ (the "Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) $_____ (the "Balance"), constituting the balance of the Purchase Price, payable at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Marans Newman Tsolis & Nazinitsky LLC, as escrow agent". Unless Sponsor elects for the

Balance be paid by wire transfer, the check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "ZDJ VERNON LLC" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent (as defined in Article 4) is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Offering Plan and in this Agreement with respect to an Event of Default (including without limitation, suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default). Notwithstanding anything to the contrary stated herein, Sponsor shall have the right to have Purchaser pay the Balance in the form of wire transfer, certified check, bank check or any other form of payment in Sponsor's sole and absolute discretion.

4. Deposit.

4.1 The law firm of Marans Newman Tsolis & Nazinitsky LLC, with an address at 29 Broadway, Suite 2400, New York, New York 10006, telephone number 212–968–0244, shall serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Richard Marans, Richard Newman, Stavroula Tsolis, and Jason Nazinitsky to serve as signatories on the "Escrow Account", as defined below. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in the in any of the foregoing.

4.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Purchase Agreement or otherwise concerning the release of the Deposit from escrow.

4.3 The Escrow Agent has established the escrow account at Capital One Bank, N.A., 299 Park Avenue, New York, NY 10171, in the State of New York, a bank authorized to do business in the State of New York. The escrow account is titled The Marans Newman Tsolis Nazinitsky Attorney Escrow Account for Paragon Condominium ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit; if Purchaser has an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, duly completed and executed, the Deposit shall remain in a non-interest-bearing account. Within five (5) business days after this Purchase Agreement has been executed by Purchaser, Seller, and Escrow Agent, Escrow Agent shall place the Deposit into the Escrow Account. Within ten (10) business days after the Deposit has been placed into the Escrow Account, Escrow Agent shall send written notice to the Purchaser and Seller. The notice shall provide the account number and the initial interest rate to be earned by the Deposit.

4.4 All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Marans Newman Tsolis & Nazinitsky LLC, as Escrow Agent.

4.5 The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

4.6 Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

4.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, Purchaser may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, NY 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

4.8 All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h. Advances made for upgrades, extras, or custom work remains the Purchaser's money until used to execute the requested work. In the event a rescission right is exercised, all Deposits and advances not used to execute the requested work will be released in accordance with the terms of the Purchase Agreement. In the event the Offering Plan is abandoned, all Deposits and advances will be released in accordance with the terms of the Purchase Agreement.

4.9 Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Offering Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

4.10 The Escrow Agent shall release the Deposit if so directed:

(a) Pursuant to terms and conditions set forth in the Purchase Agreement in Section 4 upon closing of title to the Unit; or

(b) In a subsequent writing signed by both Sponsor and Purchaser; or

(c) By a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs 4.10 (a-c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs 4.10 (a) through 4.10 (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Unit is located and shall give written notice to both parties of such deposit.

4.11 Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an Amendment to the Offering Plan; or

(b) all Purchasers after an Amendment abandoning the Offering Plan is acceptance for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

4.12 Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto. However, this shall only apply to initial Purchasers who purchaser their Unit from Sponsor.

4.13 The Escrow Agent shall maintain all records concerning any escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of them or by the successor firm and shall notify the Department of Law of such transfer.

4.14. A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352(h).

4.15 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed

by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

4.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

4.17 Sponsor shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

4.18 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

4.19 Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

4.20 Nothing contained herein shall diminish or impair the Sponsor's statutory obligation to each Purchaser pursuant to GBL §352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such Purchaser. Consummation of the Offering Plan does not relieve Sponsor of its obligations pursuant to GBL §352-h. Funds from any escrow account remain the property of the Purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the Sponsor or the escrow agent upon any bankruptcy, incapacity or death.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006 (or such other place in the City and State of New York as Sponsor may designate to Purchaser, including alternatives to a sit-down closing) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and/or hour and/or place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set for a closing, once set, for more than twelve (12) months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying fee simple title to the Unit to Purchaser, which deed shall be in substantially the form contained in Part II of the Offering Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board of Managers and Sponsor, prepared by Sponsor and in substantially the form contained in Part II of the Offering Plan.

6.3 The executed deed and power of attorney shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded: (i) the deed shall be returned to Purchaser; and (ii) the power of attorney in favor of the Board of Managers shall be returned to the Board (or as the Board of Managers shall direct).

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Internal Revenue Service and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with Internal Revenue Code §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Offering Plan. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the recording or filing fee; or (b) Purchaser's title insurance company or any other reputable title company licensed to do business in the State of New York will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the title insurance company referenced in Part I of the Offering Plan would be willing to do so at its regular rates and without additional premium.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in the Permitted Exceptions. However, if such defect existed at least ten (10) days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least ten (10) days prior to the closing, then, for purposes of Article 12 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

7.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage that would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Article 7.3 shall survive the closing of title.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(a) Real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges for the month in which title closes; and

(c) Accrued fees and any other charges pursuant to an Interim Lease, if any, covering the Unit.

8.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Offering Plan. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing and will place in escrow an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) the apportionment of those items set forth in this Article 8 shall be: (i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) Purchaser will be required to pay to Sponsor an amount equal to 0.0438% of the Purchase Price per day commencing with the originally scheduled Closing Date to (and including) the day before the actual Closing Date, as a reimbursement of Sponsor's increased carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Offering Plan; and (iii) Purchaser shall pay Sponsor's counsel $500.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of the Closing when requested to do so. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 If at a Purchaser's request Sponsor grants an adjournment or adjournments of their closing of title in excess of five (5) days in the aggregate, the Sponsor has the option of collecting an additional five percent (5%) of the Purchase Price of the Unit as an additional Deposit.

8.6 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Offering Plan.

8.7 Any errors or omissions in calculating apportionments or fees at Closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), all such closing costs shall be paid by Purchaser, at Closing, by Purchaser's unendorsed, personal certified check or by official bank check, in either event drawn only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

9.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

9.2 Purchaser will pay a fee to the City Register's Office for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

9.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage;

(b) a mortgage recording tax in the amount provided for by law;

(c) to the extent that Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to §339-ee(2) of the New York State Condominium Act. In the event the credit under §339-ee(2) is not available, an exemption is available if Purchaser's lender assumes or consents to the assignment of a mortgage lien encumbering such Purchaser's Unit. At the request of Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property in an amount not to exceed such Purchaser's loan amount, and the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the mortgage indebtedness encumbering the Property with Purchaser's mortgage. To the extent that the Purchaser is entitled to an exemption from the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, including but not limited to Sponsor's mortgage, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such exemption. The severance and assignment of a portion of the mortgage on the Property, as contemplated herein would not result in any additional risk or cost to the Purchaser; under no circumstance will this be the cause of Purchaser losing financing. Any severance/assignment transaction will be initiated only after financing has been procured by Purchaser. After Purchaser has obtained a commitment letter, Sponsor's counsel will notify Purchaser to contact their lender and request the lender to participate in the assignment; if the lender does not agree to assume or consent to the assignment of a mortgage, then the closing will proceed conventionally. If Purchaser's lender agrees to participate, Purchaser's lender will coordinate with Sponsor's counsel to prepare the necessary documents for closing; Purchaser shall not be liable for an adjournment due solely from the additional coordination required for the severance and assignment; Sponsor shall not cause Purchaser to lose financing;

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

9.4 Purchaser will be required to pay the amount of $2,750.00 to Marans Newman Tsolis & Nazinitsky LLC, Sponsor's counsel, for each Unit purchased hereunder, an ACRIS preparation fee of $250.00, and $350.00 if a Purchaser shall obtain mortgage financing through a lender in order to defray Sponsor's legal fees for services in connection with preparing closing documents and for coordinating and attending the closing. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice, including alternatives to a sit-down closing) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500.00 and an additional $500.00 if the Closing is held outside New York City. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of $1000.00, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser. In the event Purchaser is in default hereunder and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $1,000.00 to attorneys for Sponsor for the preparation of a letter of default. Notwithstanding the foregoing, Purchaser is responsible for all fees described herein and in the Closing Costs and Adjustments section of the Offering Plan, whether or not such costs are set forth in this Agreement.

9.5 Purchaser shall make a contribution at Closing to the Working Capital Fund and Reserve Fund of the Condominium, payable to the Board of Managers, each in the sum of one months' common charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board of Managers the Common Charges for the Unit for the first full month following the month in which title closes.

9.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title.

10. Transfer Tax Returns. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be

delivered at Closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11. The Offering Plan.

11.1 Purchaser acknowledges having received and read a copy of the Offering Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Offering Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified mail, return receipt requested, reputable overnight courier or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Offering Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Offering Plan, the Offering Plan shall govern, except with respect to individually negotiated terms of sale that are express modifications to the terms of the Offering Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern. The Purchase Agreement may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under article 23-A of the General Business Law and the regulations promulgated pursuant thereto and such other rights and obligations pursuant to applicable law.

11.3 Purchaser hereby adopts, accepts and approves the Offering Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Offering Plan duly filed by Sponsor.

12. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) if Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of written notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon terminate this Agreement or bring an action against Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. If Sponsor so elects to terminate, this Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Offering Plan, and the Unit may be sold to another as though this Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 12(d) below, the Deposit (including all interest, if any) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE LIQUIDATED DAMAGES PROVISIONS OF THE PURCHASE AGREEMENT OR THE OFFERING PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS A REMEDY IN THE EVENT OF A PURCHASER DEFAULT. SUCH LIQUIDATED DAMAGES PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING. NOTHING IN THE FOREGOING SHALL ABROGATE A PURCHASER'S RIGHT UNDER APPLICABLE LAW TO CONTEST WHETHER PURCHASER WAS IN DEFAULT.

13. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be

subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at Closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

14. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Offering Plan having been declared effective in accordance with the terms and provisions of the Offering Plan (as the same may be amended from time to time). The Offering Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Offering Plan. If the Offering Plan is abandoned or if, after being declared effective, the Offering Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Offering Plan.

15. Sponsor's Inability to Convey the Unit. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Offering Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Offering Plan in order to cure such inability. If Sponsor is not so obligated under the Offering Plan and notifies Purchaser of its election not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Offering Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first remedy described in clause (a) above, i.e., to acquire title subject to such inability.

16. Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that are described in the Offering Plan as being included in the Unit are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

17. Construction.

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be in accordance with the Offering Plan and the Plans and Specifications (as defined in the Offering Plan), subject to the right of Sponsor to amend the Offering Plan and the Plans and Specifications in order to substitute materials, equipment or fixtures of Equal or Better Quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a temporary or final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Offering Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the section "Rights and Obligations of Sponsor" in the Offering Plan.

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Offering Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain immaterial variations from the Offering Plan and Plans and Specifications as indicated in the section of "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section or as otherwise required under applicable law.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the following prerequisites: (i) the Offering Plan has been declared effective in accordance with its terms and the amendment to the Offering Plan disclosing same has been accepted for filing by the Department of Law, (ii) a TCO or FCO for the Residential Unit is in effect and issuance of a TCO or FCO for the Residential Unit shall be deemed presumptive evidence of substantial completion of the Residential Unit and is the only construction related prerequisite that must occur before Sponsor may require the closing of title, (iii) the recording or filing of the Declaration, By-Laws, Floor Plans and architect and tax authority certifications required by §339-pp of the New York Condominium Act or other applicable law and such other documents as may be required by law, and (iv) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any, or the severance and assignment of any mortgage, if applicable. Purchaser shall be obligated to close and complete payment of the full Purchase Price without any credit against or abatement in the Purchase Price and without any provision for escrow regardless of any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Offering Plan, and regardless of the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Residential Unit.

17.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin pursuant to the Offering Plan; see the section "Procedure to Purchase". Purchaser will be offered

a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than twelve (12) months after the projected date for the first closing. If the Offering Plan is amended to provide for a later projected date for the first closing, purchasers will be entitled to an offer of rescission if the first closing occurs more than twelve (12) months beyond that amended, later date. However, if the first closing occurs before twelve (12) months after the projected date for the first closing, Sponsor may schedule the closings of title to other Units significantly later than such date. Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Offering Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Offering Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor.

17.5 Sponsor is obligated to construct the Building in accordance with all applicable codes, and filed building plans and specifications, as well as the provisions of the Offering Plan.

18. Warranties of Construction. The Housing Merchant Implied Warranty (General Business Law Article 36-B) does not apply to this offering because that statute applies only to new single family homes or new for sale units in a multi-unit residential structure which is five (5) stories or less in which title is transferred to Purchasers under a cooperative or condominium regime.

As the Building is greater than five (5) stories, this statute is not applicable. Where the Housing Merchant Implied Warranty does not apply, a common law implied warranty does not exist; therefore, unless a warranty is expressly provided by Sponsor, none such exists. See Fumarelli v Marsam Dev., 92 NY2d 298, 301 [1998]; Bd. of Managers of Beacon Tower Condominium v 85 Adams St., LLC, 136 AD3d 680 [2d Dept 2016]; Pine St. Homeowners Ass'n v 20 Pine St. LLC, 109 AD3d 733 [1st Dept 2013].

Sponsor does not warrant the materials or workmanship of construction in Units, Limited Common Elements, or Common Elements. Sponsor does not warrant the materials, workmanship, installation or operation of any appliances, equipment or fixtures. Nevertheless, Sponsor has the absolute obligation to design and build the Building in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes. Sponsor's obligations, regardless of any limitations in any warranty or in the Offering Plan, cannot go below the duty to construct the Building in accordance with all applicable laws, the Plans and Specifications, and terms of the Offering Plan, and any conflict

between any such disclosures and Sponsor's obligation to construct the Building in accordance with all applicable laws and the Plans and Specifications shall be resolved in favor of the latter.

Purchasers may have a claim under a breach of contract theory in the event Sponsor does not fulfill their obligation to have the building designed and built in accordance with applicable law, codes, regulations, filed plans and specifications, and locally accepted building practices for items which are not covered by codes or otherwise fails to fulfill its obligations under the Offering Plan or Purchase Agreement. In addition, Purchasers may utilize any applicable warranties provided by a manufacturer or contractor for the defective materials or workmanship; Sponsor is obligated to assign any warranties provided by manufacturers and contractors. Notwithstanding the foregoing, in the event that Purchaser or Unit Owner, as the case may be, makes any alterations to the Unit after taking possession, then the warranties provided in accordance with the terms of the Offering Plan or any repairs Sponsor has agreed to make in accordance with the terms of a signed inspection statement shall be void and of no further force or effect if the alteration directly or indirectly affected or damaged the subject matter of the warranty or repair.

19. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Sponsor shall have the right to limit the attendees permitted at inspections to the Purchaser(s) listed under this Agreement. Purchaser shall carefully inspect the Unit and shall complete, date, and sign the Inspection Statement (in the form set forth as Schedule A to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Offering Plan.

20. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

20.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. The risk of loss is assumed by a Purchaser who has taken possession of the Unit prior to closing, e.g. via an Interim Lease, to the extent that such loss is not covered by the Condominium's or Sponsor's insurance. A person in possession, who is not an owner, cannot insure the Unit since they have no ownership interest and the Unit cannot be doubly insured. Purchasers who take possession prior to Closing are encouraged to obtain insurance for their personal property.

20.2 In the event of damage or destruction of the Unit, due to fire or other casualty, prior to the closing of title, and the election by Sponsor to repair or restore the Unit to its original condition immediately prior to the fire or other casualty, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in

satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement. As Sponsor has a reasonable period of time to restore a Unit after the occurrence of a casualty if it elects to do so, and the time period that would be considered reasonable will depend on the nature of the casualty, the financing commitment of a Purchaser who is dependent on financing to pay the Balance may expire prior to the restoration of the Unit, and such Purchaser could lose their Deposit if the Purchaser is not able to extend the term of the commitment to accommodate the restoration period.

20.3 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor not to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder within thirty (30) days of making the election, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Offering Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall provide written notice to the Purchaser within sixty (60) days of the damage to the Unit whether or not Sponsor shall elect to repair or restore the Unit.

21. Prohibition Against Advertising. Until the earlier of i) the conveyance of the last Unsold Unit or ii) one (1) year after the closing of title, Purchaser covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title.

22. Broker. Purchaser represents to Sponsor that _____ (collectively the "Broker") are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title and are not made for the benefit of any third parties.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth above, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If Purchaser desires to assign its rights under this Agreement or to take title in a name that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is consented to by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change consented to by Sponsor (it its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000.00 ("Assignment Fee") made payable to Marans Newman Tsolis & Nazinitsky LLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to terminate this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Offering Plan will remain in effect.

23.4. Notwithstanding the provisions of Article 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all

of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written reasonable information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. Notices.

25.1 Any notice, election, demand, consent, request or other communication hereunder or under the Offering Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed: to Purchaser at the address given at the beginning of this Agreement with a copy to Purchaser's Attorney; and to Sponsor, at: ZDJ VERNON LLC, 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021 with a copy sent simultaneously and in like manner to Marans Newman Tsolis & Nazinitsky LLC, 29 Broadway, Suite 2400, New York, New York 10006. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Offering Plan shall be delivered via regular mail. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected or, in the case of mailing, three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

25.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Marans Newman Tsolis & Nazinitsky LLC as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

26. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

27. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused; if Sponsor's time to perform such obligation or undertaking is tolled pursuant to this provision, Purchaser's time to perform shall be equally tolled. Sponsor cannot limit any rights which the Purchaser may have pursuant to Art. 23A of the GBL, NYCRR, and the Offering Plan, except as determined in a final decision or order by a court of competent jurisdiction or any governmental agency or by executive order to which Purchasers may be entitled. **Purchasers are specifically advised that the timing of the closing of title to the Unit may be significantly delayed in the event that Sponsor exercises its tolling rights under the foregoing Force Majeure provision. The Attorney General recommends that Purchasers consult with their attorneys as to: (i) whether there exists a final decision or order by a court of competent jurisdiction or any governmental agency, or executive order that impacts the timing of Purchaser's obligations under the Purchase Agreement; and (ii) any risks associated with executing a Purchase Agreement containing the foregoing Force Majeure provision prior to executing the Purchase Agreement.**

28. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. Additionally, either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order correct any error and or omissions that may have occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

29. Severability. If any provision of this Agreement or the Offering Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Offering Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Offering Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

30. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such other party.

31. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated.

32. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

33. Purchaser's Representations.

33.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

33.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise). Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

33.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they

originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

33.4. The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

34. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. A Purchaser who does not obtain financing may lose the Deposit if Purchaser is unable to otherwise raise the monies for the Balance of the Purchase Price. A Purchaser who requires financing is advised to consult with a lending institution before execution of this Purchase Agreement. Sponsor makes no representation whatsoever as to the terms, cost, or availability of any mortgage or other financing. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

35. Costs of Enforcing and Defending Agreement. If Sponsor prevails, Purchaser shall be obligated to reimburse Sponsor for any reasonable legal fees and disbursements incurred by Sponsor, as determined by a court of law, in successfully defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. If Purchaser prevails, Purchaser will not be reimbursed for any legal fees or disbursements incurred by Purchaser in successfully defending Purchaser's rights under the Purchase Agreement or otherwise enforcing Sponsor's obligations thereunder. Purchaser is contractually waiving recovery of legal fees and disbursements. The provisions of this Article shall survive closing of title or the termination of this Agreement.

36. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Offering Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York and shall be brought in the county in which the Building is located. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Diplomatic or Sovereign Immunity.

37.1. Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit,

action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

37.2. As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

37.3. Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York, or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

37.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 37.

37.5. Nothing in this Article 37 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

37.6. The provisions of this Article 37 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

37.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser hereby designates a duly authorized and lawful agent to receive process for and on behalf of the Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

37.8. If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4303, Purchaser shall notify the United States Department of State prior

to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

38. Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains their Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that they take the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. This provision shall survive closing of title.

39. No Representations. Purchaser acknowledges that Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Offering Plan specifically represented; as such, Purchasers are urged to ensure material representations are incorporated into the negotiated Purchase Agreement. Purchaser acknowledges it has relied solely on their own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser shall not be relieved of any of Purchaser's obligations hereunder, and Purchaser agrees to purchase the Unit, without offset or any claim against, or liability of, Sponsor, by reason of any immaterial inaccuracy or error, including but not limited to immaterial inaccuracy or error in the layout or dimension of the Unit or any part thereof, or of the Common Elements, except as provided under applicable law or as set forth in the Offering Plan. A decrease in a unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material and shall not be considered a material adverse change that would trigger a right of rescission. Notwithstanding the foregoing, representations that are inconsistent with the Offering Plan or the Purchase Agreement will not affect Sponsor's liability under the Martin Act. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

40. Certain References. A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which

the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

41. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

42. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Offering Plan.

46. Smoking Policy. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

<Signature Page Follows>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

ZDJ VERNON LLC

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

WITH RESPECT TO PARAGRAPH 4:

ESCROW AGENT:

By: _____

SCHEDULE A

INSPECTION STATEMENT

ZDJ VERNON LLC
60 Cutter Mill Road, Suite 405
Great Neck, NY 11021

Re: Unit
Paragon Condominium

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found all items in good condition, free of chips, mars, breaks or other defects:

Exceptions

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

_____
Purchaser's Signature

_____
Sponsor's Representative

FORM OF POWER OF ATTORNEY

The undersigned, _____, the Owner of Unit ____ in the building complex known as Paragon Condominium, 45-40 Vernon Boulevard, Long Island City, NY 11101 as designated and described in the Declaration establishing Paragon Condominium, dated _____, 20___ and recorded in the Office of the City Register of the City of New York on _____20___, in CRFN# _____ on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____ (the "Condominium") do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise by deed, on behalf of all owners of Condominium Units in said Condominium property, in accordance with their respective Common Interests, (a) any Unit whose owner desires to sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By-Laws, or (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, and (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals or any other public authority, applicable to maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration or any amendment thereto affecting the Condominium or the Common Elements that the Board of Managers deems necessary or appropriate, provided such change is consistent with the Condominium Act.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

I (We) do hereby further irrevocably nominate, constitute and appoint ZDJ VERNON LLC (“Sponsor”), having an address 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021, as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend

from time to time such Declaration, By-Laws and the Rules and Regulations of such Condominium, or any of such documents, when such amendment will be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with the Declaration, or otherwise to evidence or enforce a right granted to Sponsor or its designee under the Offering Plan, Declaration, and By-Laws. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until such time as the Sponsor or its designees cease to own any Unit in Paragon Condominium. Each and any principal of Sponsor may act singly as such attorney-in-fact.

[Signature page follows]

IN WITNESS WHEREOF I have hereunto signed my name on the day of _____, 20__.

PURCHASER:

By: _____

By: _____

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

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

_____
(Notary)

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

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

_____
(Notary)

FORM OF UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20___, between ZDJ VERNON LLC, a limited liability company organized under the laws of the state of New York, having an office at 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021 (hereinafter referred to as the "Grantor"), and _____, having an address_____ (hereinafter referred to as the "Grantee").

W I T N E S S ET H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit ___ together with a _____% undivided interest in the common elements of Paragon Condominium, also known by the street number 45-40 Vernon Boulevard, Queens County, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for Condominium ownership of the Condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the Office of the City Register of the City of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____ in Block 26 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of Queens and on the floor plans of the Building (the "Floor Plans"), certified by _____, on the _____ day of _____, 20___, and filed in with the Real Property Assessment Department of the City of New York on the _____ day of _____, 20___, as Condominium Plan No. _____ and also filed in the Office of the City Register of the City of New York as Condominium Map No. _____ under CRFN _____.

Together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of Paragon Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and

Building are hereinafter collectively referred to as the "Property");

Subject also to the terms of that certain Restrictive Declaration dated as of September 16, 2024 and recorded in the Office of the City Register for Queens County on October 23, 2024 as CRFN 2024000276304;

To have and to hold the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 21 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) a Residential Unit is intended for residential purposes only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

[signature page follows]

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

Grantor:

ZDJ VERNON LLC

By: _____
Name:
Title:

Grantee:

_____
(Print Name)

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

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

_____
(Notary Public)

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

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

_____
(Notary Public)

SCHEDULE A

PROPERTY DESCRIPTION

FORM OF INTERIM LEASE AGREEMENT

AGREEMENT made this ___ day of _____, between ZDJ VERNON LLC, having an office 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021 (hereinafter Sponsor) and _____ whose address is 45-40 Vernon Boulevard, Unit # ____, Long Island City, NY 11101 (hereinafter Purchaser),

WITNESSETH,

WHEREAS, Sponsor is the Sponsor of a condominium conversion of premises located at 45-40 Vernon Boulevard, Long Island City, NY 11101 and;

WHEREAS, Purchaser has executed a Purchase Agreement for Unit ___ (the "Apartment") at said premises, and;

WHEREAS, Purchaser wishes to occupy said Apartment prior to the closing of title;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1) Commencing on _____, 20___, and terminating as hereinafter specified, Purchaser shall have the right to use and occupy the aforementioned Apartment.

2) After a free _____ grace period, Purchaser shall pay a fee for use and occupancy of the Apartment of $_____ per month. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this Agreement is not governed or subject to any rent regulatory laws. Purchaser has deposited with Sponsor, and Sponsor recognizes that Purchaser has deposited the sum of $_____ representing a deposit under the Purchase Agreement. Purchaser's deposit of $_____ shall be applied against the Purchase Price of the Unit at Closing and is subject to forfeiture by Purchaser in event of their default under the Purchase Agreement. In the event of Purchaser's default under the terms of the Interim Lease, Sponsor may direct the Escrow Agent to pay any use and occupancy fees due by Purchaser from such deposit.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at Closing. No portion of the use and occupancy fee will be applied to the Purchase Price of the apartment. Any unapplied use and occupancy fee shall be refundable to Purchaser at Closing.

4) The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this Agreement. To the extent that there are any inconsistencies between this Agreement and the Offering Plan, the provisions of the Offering Plan shall control.

5) As of the date of this Agreement, risk of loss to the Apartment and its contents by fire of other hazard shall be determined pursuant to the terms of the Purchase Agreement for such Apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if Purchaser were the owner of such Apartment.

6) Purchaser shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner subject to the terms and provisions of Paragraph 12. Sponsor will not be responsible for ordinary wear and tear to the Apartment during the Purchaser's occupancy.

7) Purchaser may not make any alterations to the Apartment without Sponsor's written consent.

8) This lease will terminate on the happening of the earliest of the following:

a. Closing
b. Rescission ("Rescission") of the Purchase Agreement by Purchaser under the Offering Plan
c. Default by Purchaser

9) Upon an uncured default by Purchaser under the terms of the Interim Lease which is not cured within 30 days after written notice thereof, or within 30 days after Purchaser exercises any right of rescission with respect to the Purchase Agreement, Purchaser's right to occupy the apartment will terminate, and Purchaser must vacate the Apartment. Purchaser shall pay to Sponsor $500.00 per day for each day Purchaser remains in possession following the periods set forth above; this amount will be due in addition to any liquidated damages due pursuant to the Purchase Agreement and will not be released from escrowed funds. Nothing contained herein shall be construed so as to limit Sponsor's ability to have Purchaser evicted from the premises and to pursue any other legal remedy available to Sponsor, nor shall anything herein be construed as a waiver by the Sponsor of their right to retain, as liquidated damages, the Deposit deposited upon execution of the Purchase Agreement.

10) Sponsor may utilize a default under the Interim Lease to declare a default under the Purchase Agreement, however, Sponsor must first either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser, unless the Purchaser has vacated the unit. Nevertheless, Sponsor may utilize a default under the Purchase Agreement to declare a default under the Interim Lease without a judgment or order from a court or agency of competent jurisdiction against the Purchaser and then commence eviction proceedings. Any such default will terminate Purchaser's right to use and occupy, and will also terminate Purchaser's right to purchase the Apartment, and shall result in loss of the Deposit.

11) This Agreement may not be assigned, and may not be changed, except by signed, written instrument. This Agreement is the entire agreement between the parties as regards use and occupancy of the Apartment pending closing.

12) As of the date hereof, Purchaser confirms that all work required to be done in or about the subject apartment has been completed, that the condition of title as set forth in the Purchaser's title report is acceptable, and that in all respects Purchaser agrees to accept the Apartment in "as is" condition except for the aforementioned items. As of the date hereof, Purchaser waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan.

13) Failure to appear for closing within 30 days after delivery to Purchaser of notice by fax or mail that Sponsor is prepared to close shall be deemed a default both in this Occupancy Agreement and in the Purchase Agreement entitling Sponsor to cancel the Purchase Agreement, retain all sums

previously paid and remove Purchaser from the subject apartment, and collect the increased use and occupancy fee set forth in Clause 9 above.

14) Purchaser agrees that as a term of this Occupancy Agreement to pay a lease preparation fee in the amount of $3,000.00 to Sponsor's attorney.

15) Any Interim Lease shall be subordinate to the mortgage held by Sponsor's Mortgagee.

16) Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

IN WITNESS WHEREOF, the parties hereunto set their hands this ____ day of _____, 20___.

SPONSOR:

ZDJ VERNON LLC

By:_____

PURCHASER:

_____

TAX ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20__ by and among ZDJ VERNON LLC (hereinafter referred to as "Sponsor"), the Board of Managers of Paragon Condominium (hereinafter referred to as "Board of Managers") and _____, (hereinafter referred to as "Purchaser")

W I T N E S S E T H:

WHEREAS, Sponsor is the Sponsor of Paragon Condominium located at 45-40 Vernon Boulevard, Long Island City, NY 11101; and,

WHEREAS, the Board of Managers is charged with governing the operation of said Condominium; and,

WHEREAS, as of the date hereof, Sponsor controls the Board of Managers; and

WHEREAS, the Purchaser is acquiring title to Unit ___ (the "Unit") on the date hereof; and,

WHEREAS, the individual Condominium Units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first Unit located thereat; and,

WHEREAS, the Board of Managers desires to secure the Purchaser's obligation to pay Purchaser's proportionate share of the taxes due for the Unit for the _____ of the _____ tax year in the event that property has not been separately assessed by _____; and,

NOW, THEREFORE, the parties agree as follows:

1. At Closing, the Purchaser shall escrow funds with Sponsor, on behalf of the Board of Managers for Purchaser's proportionate share, based on the Unit's percentage of Common Interest, of Sponsor's real estate tax obligation for the _____ of the _____ tax year (the "Tax Obligation") in the amount of $_____.

2. The Board of Managers is irrevocably authorized to pay, and hereby agrees to so pay, Purchaser's proportionate share of such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. In the event that the Purchaser's escrow of the Tax Obligation shall be insufficient to meet the Purchaser's proportionate share of the actual assessed real estate taxes, the Board of Managers shall assess the Purchaser for such shortfall. Purchaser hereby agrees to pay such assessment in accordance with the terms of the Declaration and By-Laws but in no event later then the due date for such real estate tax payment.

4. Upon each subsequent closing of the remaining Units, Sponsor, on behalf of the Board of Managers, shall collect the estimated amount of taxes attributable to such Unit for the

_____ of the _____ tax year from the purchaser thereof.

5. The escrow shall be kept in a non-interest bearing account.

6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law; and, shall be deemed held for the benefit of the condominium.

7. In the event that any sum paid to the Board of Managers hereunder shall not be paid toward real estate taxes for any reason, such sum shall be reimbursed to the Purchaser or Sponsor who advanced same.

8. Purchaser shall be entitled to receive any retroactive credit for real estate taxes actually paid by Purchaser (either directly or via payment from the escrow account) from the date of closing until the individual tax lot for the Unit is separately assessed which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Sponsor, Sponsor shall promptly reimburse the Purchaser in the amount of said credit.

9. Sponsor shall be entitled to receive any retroactive credit for real estate taxes actually paid by Sponsor for any period prior to closing which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Purchaser, Purchaser shall promptly reimburse the Sponsor in the amount of said credit.

10. In the event that the individual Condominium Units have not been separately assessed for real estate tax purposes on or before _____, the Board of Managers will collect an additional escrow from each Unit Owner for the Unit Owner's proportionate share of the amount determined by the Board of Managers to be sufficient to pay the outstanding real estate taxes. In such event the Board of Managers shall be authorized to pay all outstanding real estate taxes directly to the New York City Department of Finance.

11. The Unit Owner indicated below has executed this Agreement for the purpose of consenting to the terms hereof and to agree to advance to the Board of Managers any sums that represent the proportionate share of real estate taxes for their Unit until the time when the City of New York actually apportions the tax lots for the individual condominium units.

12. At such time that the individual Condominium Units have been separately assessed, Purchaser shall make a payment directly to the New York City Department of Finance no later than the due date for such real estate tax payment. Purchaser shall notify the Board of Managers that the individual Condominium Units have been separately assessed and any sum paid to the Board of Managers hereunder not paid toward real estate taxes shall be reimbursed to the Purchaser or Sponsor who advanced same.

13. This Agreement may be signed in counterparts and facsimile or other electronic copies of signatures shall be deemed originals for purposes of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties set their hands the date above first written.

ZDJ VERNON LLC
SPONSOR

By: _____
Name:
Title:

ZDJ VERNON LLC
SPONSOR

FOR THE BOARD OF MANAGERS OF
PARAGON CONDOMINIUM

By: _____
Name:
Title:

CONSENT:

_____
Purchaser

August 20, 2025

45-40 VERNON BOULEVARD
DESCRIPTION OF PROPERTY

Notwithstanding anything to the contrary, where materials, appliances, equipment, fixtures, and/or other construction or design details are specified herein, Sponsor reserves the right to substitute in each instance one of comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

(a) LOCATION AND USE OF PROPERTY

1) Addresses: 45-40 Vernon Blvd, Long Island City, NY 11101

2) Block & Lot: Block number is 26.

Lot number is 4.

3) Zoning District: M1-4 manufacturing district. A special disposition was adopted by the Board of Standards and Appeals (BSA) on March 13, 2023 to permit a building with the following characteristics contrary to the underlying zoning district:

- Residential use in a Manufacturing district,
- A minimum from the shore public walkway that does not meet the 30-foot minimum,
- A tower that exceeds 7,000 square feet above the maximum base height,
- And a building that exceeds the maximum building height of 110 feet.

This approval was granted with conditions that include:

- Building shall be limited to a maximum height of 240.5 feet, setback from the shore public walkway at the fifth floor by a minimum of 29.5 feet, at floors 6 through 18 by a minimum of 23.5 feet, and at the penthouse levels (floors 19 through 21) by a minimum of 30 feet. The building's residential tower size above base shall be limited to a maximum of 9,045 square feet and floors 6 through 18 and 6,565 square feet at floors 19 through 21.

- The proposed building shall provide a minimum attenuation of 28 dB(A) for residential or community facility uses on floors one through four facing Vernon Boulevard.
- The north landscaped area of the site will comply with NYC City Planning Commission Chair Certification for waterfront public access and visual corridors.
- The south landscaped area will be designed and constructed with pathways, seating, planting and permeable areas and signage shall be installed to state the landscape area will be open to the public from dawn until dusk.

On May 28, 2024 a Letter of Substantial Compliance was granted by the BSA permitting a building of 22 stories (with no change to the total building height) and allowing for the floor area compensation for Ultra Low Energy Buildings as permitted by the recently amended zoning code.

4) Permissible Uses: Residential use group 2 & Commercial use group 6. All proposed uses are permitted as-of-right in the subject zoning district or by special disposition of the BSA.

5) Easement / Deed restriction: The following Easements are related to the property:

- Permanent Easement for Subterranean Transmission Lines – Right of NYC Power Authority to install subterranean electricity lines.
- Environmental Easement CRFN2015000400038 – Describing the engineering controls that must be maintained pursuant to a Site Management Plan (SMP) approved as part of Brownfield cleanup. Responsibility for maintenance shall fall to Sponsor initially, then to the condominium Board of Managers
- Restrictive Declaration CRFN 2024000276304 – Describing the various responsibilities with implementation and maintenance of the Waterfront Public Access Area (WPAA). Responsibility for maintenance shall fall to Sponsor initially, then to the condominium Board of Managers.

6) Quality Housing: Quality Housing provisions are not applicable to this project as the building is located in a Manufacturing zone.

(b) STATUS OF CONSTRUCTION

1) Year built:

Construction commenced on December 2024 with an anticipated completion date of approximately December 2026, unless delayed by weather, strikes, lockouts, acts of God, shortages or inability to obtain materials, equipment, or labor, pandemics, epidemics, government restrictions or preemption, damage by fire or elements, Force Majeure, or any other cause over which Sponsor has no control, and subject further to any rights of Sponsor set forth in the Plan or otherwise.

2) Class of construction:

The construction class of the Tower is 1-B and will conform to the following minimum fire resistance ratings:

- Primary Structural Frame - 2hrs
- Columns Supporting Floors - 3hrs
- External Bearing Walls - 2hrs
- Internal Bearing Walls - 2hrs
- Internal Nonbearing Walls - 0hrs
- Floor Construction - 2hrs
- Roof Construction -1hrs
- Unit Separation Walls -1hrs
- Public Corridor Walls -1hrs
- Common Stair Enclosures -2hrs

The Tower will conform to applicable regulations of the 2022 NYC Building Code and the 2020 NYC Energy Conservation Code.

3) Certificate of Occupancy:

After completion of construction, a temporary Certificate of Occupancy will be issued for the Tower.

4) Work Permits:

The Tower plans were submitted to the Department of Buildings on July 23, 2024 under Department of Buildings reference numbers: Q01078424, with approval granted on April 16, 2025. The following DOB job file numbers are associated with this primary application along with the respective status as of the date of this report:

Filing #	Type	File Date	Status

I1	NEW JOB FILING (GENERAL CONSTRUCTION)	7/23/2024	APPROVED
S1	SUBSEQUENT FILING (SPRINKLER WORKS)	12/04/2024	APPROVED
S2	SUBSEQUENT FILING (PLUMBING WORKS)	12/04/2024	APPROVED
S3	SUBSEQUENT FILING MECHANICAL SYSTEMS)	12/04/2024	APPROVED
S5	SUBSEQUENT FILING (SUPPORT OF EXCAVATION)	8/13/2024	Permit Entire
S6	SUBSEQUENT FILING (FOUNDATION WORKS)	8/13/2024	Permit Entire
S7	SUBSEQUENT FILING (STRUCTURAL WORKS)	9/13/2024	Permit Entire
S8	SUBSEQUENT FILING (CURB CUT)	11/14/2024	APPROVED

(c) SITE

1) Size:

The development's zoning lot measures approximately 38,574sf. The site is L shaped with street frontage on both Vernon Blvd and 46th Avenue. From Vernon Blvd the site has a width of 155 ft and a depth of about 200 ft. From 46th Avenue, the site has a width of 100 ft and a depth of about 155 ft.

The site consists of an existing 4 story reinforced concrete manufacturing building, of which the primary structure will be partially retained, with the overall development enlarged both horizontally and vertically.

2) Number of Towers & Uses:

The site contains one (1) Tower consisting of (186) Residential Units. There are (3) Commercial units at the ground level along with a residential entrance lobby and mechanical services.

3) Streets:

There are no streets owned or maintained by the project. The Tower faces Vernon Blvd to the East and 46th Avenue to the South. Both are public streets owned by the City of New York and maintained by the New York City Department of Transportation.

New concrete sidewalk paving and concrete curbs will be installed on the portion of the sidewalk immediately abutting the building, as approved by the City of New York.

Streets are currently pitched to drain through existing cast iron catch basins and no new catch basins are proposed.

Existing light poles are located along the Street, and no changes to the street lighting are proposed at this time. The existing street lighting is maintained by NYC Department of Highway Traffic and Lighting.

4) Drives, Sidewalks and Ramps:

One driveway off 46th Avenue will provide vehicle access for commercial loading. A curb cut application has been approved by the DOB for this vehicle access.

Primary entrances and publicly landscaped areas will be fully accessible in accordance with relevant codes.

5) Waterfront Public Access Area

The site is located within the Waterfront Access Plan Q-1 Northern Hunters Point and is required to provide Waterfront Public Access Areas (WPAA). An application for this WPAA has been submitted to the New York City Department of City Planning (DPC) Chairperson designated Application No. 240337ZCQ and dated April 30th, 2024. Sponsor has also voluntarily agreed to provide a connection between the Shore Public Walkway (SPW) and Vernon Boulevard that will be maintained and open during the same hours of access as the WPAA and considered part of the WPAA. The SPW and all areas within the WPAA are considered “common elements”. Regulations around the use of the WPAA have been recorded in Restrictive Declaration 2024101600726001001E5D45 dated September 16th, 2024.

In conjunction with the Chairperson’s certification, Sponsor has executed a maintenance and operation agreement (WPAA Maintenance Agreement) with the Department of Parks and Recreation (DPR). Such maintenance agreement requires Condominium Association members to fund the ongoing operation and maintenance of the WPAA. Further details can be found in the Restrictive Declaration 2024101600726001001E5D45 dated September 16th, 2024 on ACRIS

(d) UTILITIES

1) Electricity: Electricity will be provided by Consolidated Edison (“Con Edison”), a public utility company. Residential, Commercial and Community Facility Units will be individually submetered.

2) Gas: Gas service will be provided to support the backup generator, which will be billed as a collective common expense. Gas will be provided by Con Edison. Gas will be individually metered by future utility meters for commercial spaces only. And one utility gas meter will be installed for emergency generator metering. Gas will not be supplied for any residential units.

3) Water: The project will be provided with water from the New York City Department of Environmental Protection (NYC DEP) for domestic water and fire safety services. Water will be billed to the Condominium Board, and apportioned as a Common Expense to the Unit Owners.

4) Sewer: Sewer services will be provided by the New York City Department of Public Works and will be billed to the Condominium Board, and apportioned as a Common Expense to the Unit Owners.

5) Telephone, Cable Television & Internet: Telephone, cable and internet providers will be provided by Verizon and Spectrum to be billed directly to the individual Unit Owners. Cable and internet services, if any, within the common area will be billed to the Condominium Board, and apportioned as a Common Expense to the Unit Owners.

(e) SUB-SOIL CONDITIONS

1) Foundation: Geo Tech Consultants,LLC prepared a geotechnical report that consisted of (10) test borings. Per the boring log, the stratigraphy of the site consists of the following general soil layers beginning at ground surface:

- Fill - 4’-12’ deep
- Glacial Sand - 10’-20’ deep
- Bedrock - Below glacial sand layer

The tower's foundation system has been accurately sized to support the calculated load based upon the ground surface conditions encountered.

2) Groundwater Protection: Groundwater should be assumed to rise to El. +6'. A membrane waterproofing system with hydrophilic waterstops in concrete joints and pipe penetrations will be installed.

3) Flood Risk: Flood Insurance Rate Maps (FIRM) published in 2007 and preliminary FIRM's published in 2015 for the area indicate that the site is within the delineated flood zone, Zone AE.

All residential and mechanical uses at ground floor have been located at or above the Design Flood Elevation (DFE) as required by the NYC building code. Commercial spaces are at the level of the existing building's ground floor which is below the DFE. These spaces will be dry flood proofed with self-deploying flood barriers. Other non-critical areas including loading berths and commercial entry lobbies will be wet flood proofed, with construction methods adhering to the requirements of the NYC building code.

4) Environmental Issues: The Property's history includes use as a four-story paint factory, three-story garage and office, and three-story warehouse. During testing, Isopropylbenzene, Ethylbenzene, Lead, Methylene chloride, Benzo(a)pyrene, Mercury, and Xylene was detected at elevated concentrations. Site-Specific (Track 4) Soil Cleanup Objectives were established. Remediation included: (i) excavation and off-site disposal of grossly-contaminated soil that exceeded the Soil Cleanup Objectives established by the New York State Department of Environmental Conservation site-specific standards; (ii) closure of the remaining underground storage tanks by removal or abandonment in place; (iii) backfill of excavated areas with clean fill; (iv) dewatering, treatment and off-site disposal of contaminated groundwater to facilitate excavation; (v) treatment of Volatile Organic Compounds in groundwater; (vi) installation of five automatic Light Non-Aqueous Phase Liquid recovery well pumps at property boundaries where the Light Non-Aqueous Phase Liquid plume extended off-Site and underneath the warehouse; and (vii) installation of an approximate two-foot thick site-wide composite cover system; additionally, nine new groundwater monitoring wells were installed as required by the New York State

Department of Environmental Conservation. A Certificate of Completion was issued by the New York State Department of Environmental Conservation on December 16, 2016, the Site met the Track 4 Site-Specific Soil Cleanup Objectives which is protective of public health and the environment for its planned use.

Institutional Controls and Engineering Controls are required. Use restrictions are imposed on the Property including prohibitions on groundwater use, farming, or vegetable gardening in order to prevent future exposure pathways. Exposure to any remaining contamination in the soil is prevented by a composite cover system consisting of concrete building slabs, concrete pavement, asphalt, or recycled concrete aggregate. To recover Light Non-Aqueous Phase Liquid that may be present, a Light Non-Aqueous Phase Liquid recovery system was installed comprised of five automated pumps and 55-gallon Light Non-Aqueous Phase Liquid storage drums; the New York State Department of Environmental Conservation approved shutting down the Light Non-Aqueous Phase Liquid recovery system in a letter dated January 12, 2018. In-situ Chemical Oxidation injection program will be implemented based on the presence of residual Volatile Organic Compounds.

The Property is subject to oversight by the New York State Department of Environmental Conservation; an “Environmental Easement” was granted on October 27, 2015 pursuant to a Brownfield Cleanup Agreement that requires compliance with Institutional and Engineering Controls as listed in the Site Management Plan. Monitoring includes annual inspections of the composite cover system, annual site-wide inspections, quarterly monitoring of monitoring wells, and as needed inspections performed in the event of an emergency or severe weather. Reporting to the New York State Department of Environmental Conservation is required for quarterly progress reports and annual groundwater monitoring and periodic review reports.

Obligations and Costs to Unit Owners and the Unit Owner-Controlled Board of Managers

The Board of Managers will be responsible for performing inspections, preventing breaches to the systems, repairing or

replacing the protective systems, filing reports, obtaining certifications, and complying with the requirements of the Site Management Plan. During the Sponsor Control Period, Sponsor will perform these duties on behalf of the Board of Managers. However, once the Board of Managers is transferred to Unit Owners, the Unit Owner-controlled Board of Managers shall be responsible for complying with all provisions of the Site Management Plan. Unit Owners may not violate the Site Management Plan and must abide by any restrictions, including without limitation a restriction on vegetable gardening on the Property.

For more details and to view the publicly available documents, Purchasers and Unit Owners can visit the following website:

https://extapps.dec.ny.gov/data/DecDocs/C241108/

Documents are also available upon request to the Board of Managers. Sponsor will provide the Board of Managers the Site Management Plan.

(f) LANDSCAPING AND ENCLOSURES

1) Grass Cover: Green roof plantings and/or grass cover will be provided at some roof areas to provide rainwater absorption.

2) Plantings: A variety of deciduous and evergreen shrubs, clipped hedges and perennials will be provided at the building's entry courtyard. The shore public walkway and adjacent voluntary interim upland connection will be planted with native plantings consisting primarily of native grasses and groundcovers. Green roof plantings and/or grass cover will be provided at some roof areas to provide rainwater absorption. Deciduous and evergreen shrubs, clipped hedges and perennials will also be provided in raised planters at the amenity terraces.

3) Trees: No existing street trees are present. Four (4) new street trees will be planted on the sidewalk along Vernon Blvd and three (3) new street trees will be planted on the sidewalk along 46th Avenue. Three (3) additional trees will be planted off site as

specified by New York City DPR requirements. Shade trees and ornamental trees will be provided both the building's entry courtyard and the shore public walkway. Ornamental trees will also be added to amenity terraces in raised planters.

4) Fencing: Terrace dividers approximately 6'-0" high will divide any private exterior terrace spaces shared with another Residential Unit. Terrace dividers shall be steel post construction with wood slat veneer.

5) Gates: None

6) Garden Walls: None

7) Retaining Walls: A retaining wall will be provided to allow for planting at the boundary between the entry garden and the driveway to access the loading dock. The retaining wall between the entry garden and driveway will be 3.5' on the low end, when measured in relation to the driveway, and 8.17' on the high end. From the entry garden, the wall will be have a consistent 3.5' exposed height to provide fall protection. The retaining wall between the entry garden and driveway will be 12" wide, constructed of reinforced cast in place concrete with a granite textured stucco to match the building base. A retaining wall with integrated stepped seating will be located in the shore public walkway. The retaining wall with integrated seating will be 2.66' above the finished grade of the shore public walkway. The exposed portions of the retaining wall which will be the seating steps will be clad in timber.

8) Display Pools and Fountains: None

(g) TOWER SIZE

1) Total Height: The tower will be approximately 240'-6" from the DFE level to the top of the slab at the penthouse roof level.

2) Crawl Spaces: None

3)	Number of Sub-Cellars and Cellars:	None
4)	Number of Floors:	The tower will consist of 22 stories above grade, Main Roof and Bulkhead. The naming of floors for marketing purposes will match the naming of construction floors, apart from the top three floors which will be referred to as Penthouse 1, Penthouse 2 and Penthouse 3.
5)	Equipment Rooms:	Equipment rooms will be located on the Ground Floor, Second Floor, 5th floor roof and Bulkhead for incoming services, metering and general building servicing. Refer to sections (j), (k), (m) and (n) for details and locations of the hot water, heating and cooling and ventilation systems.
6)	Parapet:	The parapet and/or railing assemblies will extend a minimum of approximately 3’-6” above the finished roofs as required by NYCBC.

(h) STRUCTURAL SYSTEMS

1)	Structural System:	The primary structural system consists of reinforced cast in place concrete flat plate slabs supported by concrete walls and columns. The lateral force resisting system is provided through reinforced concrete shear walls. The Tower’s foundation consists primarily of reinforced concrete grade beams and pile caps on pile foundations. No underpinning of the adjoining property is proposed. An underground drainage system for stormwater only is proposed. No other underground drainage system is proposed. A minimum of 4 inches of rigid insulation will be installed below the slab on grade and grade beams which is cast-in-place concrete of approximately 12 inches in thickness. The internal finish will vary by room as described in section (x)(1).

The foundation will be waterproofed as described in section (e)(2).

The typical floor assembly is composed of 8 inches cast-in-place concrete, an acoustic underlayment and floor finish to achieve a minimum sound transmission class (STC) and impact insulation class (IIC) rating of 50.

Neither the building nor the surrounding area are subject to any Landmark status. The building is not located in a landmark district or any other area with historic designation.

2) Exterior of Tower:

Exterior walls are made up of three primary construction types. The base (floors 1 th rough 4) is constructed of an External Insulation Finish System (EIFS). For the portion of the existing building that has been retained, this will be applied to the existing concrete structure. For new construction, this will be applied on 6” metal stud framing. On the fifth floor and above (and limited portions of the floors below) a curtain wall cladding system will be installed.

Lot line walls will have the required one-hour fire rating per the 1-B construction classification.

The various assemblies will be as follows from outside wall to inside:

- EIFS over existing concrete:
  - Approximately ½” EIFS stucco finish system
  - Approximately 4” rigid insulation
  - Waterproofing membrane
  - Approximately 8” to 18” existing concrete structure
  - Approximately ⅞” metal furring
  - Approximately ⅝” gypsum board
- EIFS over 6” metal stud framing
  - Approximately ½” EIFS stucco finish system
  - Approximately 4” rigid insulation
  - Waterproofing membrane
  - ⅝” Sheathing board
  - 6” metal stud w/ 5” closed cell spray foam cavity insulation
  - ⅝” gypsum board

- Curtain wall cladding system comprised of
    - Approximately 8” thermally broken extruded aluminum frames
    - Triple glazed fixed and operable windows and glazed spandrel panels
    - Mineral wool and aluminum faced spandrel panels
    - Mineral wool and aluminum faced back pans
    - Pressed aluminum facade profiles

The curtain wall cladding system and windows will be manufactured by Tetra Enclosure and will consist of the following material composition:

- Operable Awning Window: Operable awning windows will be located on residential floors with a minimum of one to every habitable room. Operable awning windows will include insulated glass and thermally broken aluminum frames. Windows will be installed on site into the metal stud framed openings, existing concrete framed openings or curtain wall system. When installed into framed openings, EPDM seals will be lapped between the window frame and waterproofing to prevent water intrusion. EPDM gaskets will be installed around the face of the window to prevent water intrusion. The windows will open a maximum of approximately 4” per code requirements. No screen will be provided.

- Fixed Panel Windows: Fixed windows will be located on residential floors and provide additional daylight to all habitable rooms and other spaces as indicated in plan. Fixed windows will include insulated glass and thermally broken aluminum frames. Windows will be installed on site into the metal stud framed openings or existing concrete framed openings. EPDM seals will be lapped between the window frame and waterproofing to prevent water intrusion. EPDM gaskets will be installed around the face of the window to prevent water intrusion

- Swing Doors: Swing doors will be located on residential floors providing access onto a balcony or terrace. Swing doors will include insulated glass and thermally broken aluminum frames. Windows will be installed on site into the metal stud framed openings. EPDM seals will be

lapped between the window frame and waterproofing to prevent water intrusion. EPDM gaskets will be installed around the face of the door to prevent water intrusion. Doors will have mortice lock sets with thumb turns.

- Sliding Doors: Sliding doors will be located on residential floors providing access onto a balcony or terrace. Sliding doors will include insulated glass and thermally broken aluminum frames. Sliding doors will be installed into the curtain wall cladding system. EPDM gaskets will be installed around the face of the door to prevent water intrusion

- Shopfront Fixed Windows: Shopfront fixed windows are located on the ground floor. Shopfront windows will include insulated glass and thermally broken aluminum frame. Vertical support members will be fixed back to the structural frame. EPDM gaskets will be installed around the face of the window to prevent water intrusion.

- Shopfront Swing Doors: Shopfront swing doors are located on the ground floor. Shopfront swing doors will include insulated glass and thermally broken aluminum frame. Doors will be supported off the vertical support members that make up the shopfront window system. EPDM gaskets will be installed around the face of the door to prevent water intrusion. Doors will have mortice or vertical rod lock sets, with keyed or electronic access control.

The Tower has lot line windows on the south elevation in the 3Q, 4Q, 5F, and 6i-19i lines, but they correspond to the rear yard of the adjoining property and therefore have no risk of being blocked by future construction. The number of lot line windows in each unit is as follows:

- 3Q-4Q: 1
- 5F: 1
- 6i-19i: 1

There is a single lot line window in the living room of unit's 3Q, 4Q, 5F, and line I on floors 6-19. The remaining three windows in these units living rooms are not lot line windows and are more than adequate to provide the required light and air for the associated

room. All lot line windows are to be protected in accordance with BC.705.8

Units PH1D, PH2D and PH3D have 5 ½ windows in the living room within 10 feet of a lot line. The remaining 5 ½ windows are more than adequate to provide the required light and air for the associated room. Up to 75% of the windows within 10 feet of the lot line may need to be blocked up in the unlikely event that a building is permitted on the adjoining lot tight against the property line. Current zoning regulations prevent such an outcome. These windows do not require protection in accordance with BC.705.8, footnote 'l'.

Window Guarantee is as follows:

- Glass: The glass is warranted by the window manufacturer for a period of ten (5) years and guaranteed by the contractor for a period of two (2) years from date of substantial completion.
- Frame: The frame is warranted by the window manufacturer for a period of ten (10) years and guaranteed by the contractor for a period of two (2) years from date of substantial completion.
- Hardware: The hardware is warranted by the window manufacturer for a period of two (2) years and guaranteed by the contractor for a period of two (2) years from date of substantial completion.

The Tower is new construction and not subject to any Landmark Status. The building is not located in a landmark district or any other area with historic designation.

As this is a new Tower with new exterior walls, the first local law 11/98 inspections will be required five years after completion.

3) Parapets and Copings:

Parapets and copings will be either concrete w/ EIFS cladding or formed as part of the curtain wall system. The panel and/or railing assembly will extend to a minimum of approximately 3'-6" above the finished roofs.

Railings: The railings will be made of 2 pieces of 10mm thick laminated glass separated by 2.28mm of SGP plastic. There will not be a "ladder effect".

4) Chimneys and Caps:

A 16 gauge steel trash compactor chute is located north of the main building core and extends from ground floor to bulkhead roof where a flue terminates 6 ft above the highest roof. A flue for a future commercial kitchen exhaust extends from the ground floor to fifth floor roof and is located adjacent to the third egress stair.

5) Balconies and Terraces:

Balconies will be cantilevered portions of the primarily structural slab with integrated structural thermal breaks at the line of the tower enclosure. There are balconies appurtenant to certain units on floors 6-18. All balconies are accessory to the residential unit they are accessed through.

- Deck: Bedded tiles
- Balustrade: Frameless glass
- Railing: See Section (h)(3)
- Copings: None
- Soffits: None
- Doors: See Section (h)(2)

Terraces are located at the 2nd, 5th, 20th, and 22nd floors as well on the roof. All accessible terraces, apart from the common space on the roof and 5th floor, are accessory to the residential unit they are accessed through in the Certificate of Occupancy. The terrace access is designed in compliance with 2014 NYC Fire Code Section 504.4. Purchasers of these private terrace must maintain any required fire department access paths and shall agree not to have any obstruction to such fire department access path.

- Deck: Pavers over roof insulation and waterproofing
- Balustrades: Frameless glass
- Railing: See Section (h)(3)
- Copings: None
- Soffits: None

- Doors: See Section (h)(2)

6) Exterior Entrances:

The communal entrances will include a vestibule and be made up of shopfront windows and two sets of double swing doors. Entrance doors will be built free of any tripping hazard and comply with ADA.

- Vestibule doors: Insulated glass and thermally broken aluminum frame manufactured by Tetra Enclosures. See Section (h)(2)
- Exterior Stairs: None
- Railings: None
- Mailboxes: USPS approved mailboxes located in or adjacent to the entrance lobby with a separate package room nearby for larger items.
- Lighting: Mix of downlights and ornamental light will be provided. Light levels and emergency lighting will meet DOB code requirements.

7) Service Entrances:

A separate service entrance is provided from the loading berth to the elevator lobby. The Tower will provide stairwell access to the cellar level.

- Doors and Frames: Insulated panel with thermally broken aluminum frame manufactured by Park Ave Doors. See Section (h)(2)
- Exterior Stairs: Concrete stair to raised ground areas
- Railings: Painted metal

8) Roof and Roof Structures:

All roofs will be waterproofed with an elastomeric fluid applied roofing membrane, Henry Blueskin CM100 or similar.

- Terrace and Main Roofs
  - Material: Elastomeric fluid applied roofing membrane.
  - Insulation: approximately 8” rigid insulation, with a continuous R-value of 40.
  - Surface Finish: Concrete paver tile.
  - Guarantee: The roof is warranted by the roofing manufacturer, Soprema, for a period of twenty (20) years, No Dollar Limit (NDL),and guaranteed by the contractor for

a period of two (2) years from date of substantial completion. Warranty will be for materials and labor.
- Flashings: EPDM or aluminum

Drains

- All large terraces and roofs areas will have controlled flow roof drains by J.R.Smith or similar. Smaller terraces will have cast iron drains with dome strainer. Adequate number of drains will be provided for a given drainage area. Drains will connect to internal leaders. All main and secondary drains are made of cast-iron construction and are independently connected to the leaders. Gutters will be metal and downspout at side bulkhead. Secondary roof drainage consists of unrestricted flow roof drains with overflow drain combinations from the roof that will drain to one 10-inch building storm house trap and discharged to Anable Basin after soil erosion and sediment control.

- When residential units are damaged due to roof draining or leakage, the first step is to determine liability by investigating the cause of the issue. Condominium Board will involve a professional assessment by a roofing expert or an engineer to identify whether the damage was caused by improper maintenance, a structural defect, or a specific event such as severe weather. The property management is responsible for the maintenance of common areas, including the roof, and may be held liable if the damage is due to neglect or failure to perform necessary repairs. If a contractor's faulty workmanship is found to be the cause, the contractor may be held accountable. Once liability is established, the responsible party should coordinate repairs and compensation for the affected units, ensuring that the issue is resolved in accordance with the offering plan and any relevant insurance policies.

Bulkheads

- Stair, elevator and mechanical bulkheads will be enclosed in a perforated metal panel enclosure system fixed to a structural steel frame.

Metal work at roof levels

- Fixed stair will provide maintenance access from the main roof to the bulkhead. Stair will be constructed of concrete. Fixed painted metal ladder will provide access from bulkhead to bulkhead roof.
- Metal dunnage will be installed as required for rooftop mechanical equipment. Dunnage will be corrosion resistant or painted with an appropriate primer and finish coat.

Rooftop Facilities

- Rooftops will comply with NYC Building Bulletin 2019-010 LL 92/94 for a sustainable roof zone. As all roofs are used for either mechanical services or outdoor recreation they are all exempt from the sustainable roof zone requirement. A solar rooftop canopy is being provided none-the-less to provide some nominal power for the building.

- A large portion of the roof over the 4th floor and over the 22nd floor is allocated as accessory to residential space. The roof over the 4th floor will permit a maximum occupancy of 20 persons and will measure approximately 4,048 sf. The roof over the 22nd floor will permit a maximum occupancy of 22 persons and measures approximately 4,337 sf. The roof is compliant with all applicable codes for accessory residential use. Any required fire department access path is to be maintained without obstacles. Sponsor to provide exterior couches, chairs, electric bbq, benches and sun lounges.

- Deck finishes to be paver tiles approved for use on a roof terrace and suitable for daily foot traffic.

- Remainder of roof's is for mechanical equipment including condensers and ERV's and will be appropriately screened. No antennae, cell phone towers, satellite dishes or similar telecommunication equipment is proposed.

- A sustainable roof zone is required in accordance with LL92/94, but all roofs are exempt from the sustainable roof zone requirement by nature of their use in accordance with BC.1511.2 (exception 1 through 5). Refer to DOB drawing Z-030.

Skylights

- None

9) Fire escapes: None

10) Yards and Courts: An internal court is provided to the south east of the main tower, providing light and air to those units facing onto it at the 2nd through 4th floors. The court complies with the minimum size requirements of the NYC Zoning Code.

- Paving - As described in section (h)(8)
- Drainage - As described in section (h)(8)
- Railings - As described in section (h)(5)
- Stairs - None
- Fencing - As described in section (f)(4)
- Walls - None

A rear yard is not required because this lot is in a manufacturing zone and needs to comply with ZR43-261 not ZR24-33. The lot is a through lot on a waterfront site whereby every adjoining lot line is a side lot per diagrams in the zoning code. As no rear yard is required or provided, no access methods to rear yard are required.

Yards are common areas open to the public. The inner court is a limited common element accessible to units 2I and 2J respectively.

11) Interior Stairs: Common Egress Stairs

- The Tower will contain two (2) stairs arranged in a scissor stair arrangement extending from ground floor to the top most roof and a third stair extending from ground floor to 5th floor roof.
- Common egress stairs will be enclosed with a minimum 2 hour rated concrete wall and with 2 hour rated shaft wall construction.
- The common egress stairs will be cast-in-place concrete construction with unfinished treads and risers. All tread, riser, stair width and head height dimensions will be in accordance with code requirements.
- Guard rails, balustrades and handrails will be painted steel.

Residential Convenience Stairs

- None

12) Interior Doors & Frames:

Unit Interior Doors:
- Solid core wood leaf, wood frame - no fire rating.

Unit Entrance Doors:
- Hollow Metal leaf, Hollow metal frame - 45 min fire rating

Stair Access, Trash Room, Basement Doors:
- Hollow Metal leaf, Hollow metal frame - 90 min fire rating

Roof Access Doors:
- Insulated Hollow Metal leaf, Insulated Hollow metal frame - no fire rating.

13) Elevators:

Service Elevators: None

Residential Elevators

- There will be three residential passenger elevators for the Tower.
- Manufacturer - Innocore Pro Elevator:
  - 2 elevators @ 2,500lbs capacity
  - 1 elevator @ 3,500lbs capacity (fire fighting and stretcher elevator)
- Operation - Selective collective
- Type of Control - Micro-processor (variable voltage variable frequency)
- Floors Served - Ground through Roof
- Type - Overhead geared traction
- Doors - Single panel side sliding
- Machine Room - Located at roof bulkhead.

14) Elevator Cabs:

Residential Elevators

- Manufacturer - Innocore Pro Elevator
- Floors - Marble
- Walls - Stainless Steel
- Ceiling - Stainless Steel
- Lighting - LED lighting fixtures to meet or exceed code requirements
- Alarm & Safety System - In accordance with code requirements.

Commercial Unit Elevators

- None

(i) AUXILIARY FACILITIES

1) Laundry Rooms: None. Each Residential Unit will come equipped with a washer and dryer in dedicated areas. See section (w)(3) for washer and dryer specifications. Laundry areas will be adequately vented with make-up air provided from the adjacent space in the Units. Active domestic clothes dryers will be ventless.

2) Refuse Disposal:
- Incinerators: None
- Compactors: There will be one compactor located at the ground floor level of.
  - Manufacturer - All-City Metal
  - Model - MC4500
  - Capacity - 2,500 lbs/hr
- Approvals - None required
- Storage Location - The compacted bags will be stored in the compactor room in the cellar of the Tower.
- Refuse Collection - Tower personnel collect compacted refuse and deposit curbside for pick-up by New York City Department of Sanitation.

3) Bike Storage: Storage space will be provided in a room at the 3rd floor, a room at the 2nd floor and an exterior space within the loading area of the ground floor. In total there will be space for 93 bikes, with the ground floor space measuring approximately 580 sf, the second floor space measuring approximately 1,096 sf and the 3rd floor space measuring approximately 403 sf. Walls will be concrete or plasterboard with a solid core wood door. Access to the bike room will be keyed. A wall or floor mounted racking system will be provided. Security of unit owners property to the racking system will be the responsibility of the individual unit owner.

4) Storage: None

5) Mail / Package: Mailroom and package room will be provided directly off the lobby on the ground floor. Package room will measure approximately 18 ft by 7 ft. Mail room will measure approximately 17 ft by 17 ft. Individually keyed USPS approved mailboxes will be provided for each individual unit. An Amazon Locker will also be located off the main lobby for additional secured package delivery.

(j) PLUMBING AND DRAINAGE

1) Water Supply: Water for domestic use will be provided by a new, approximately 6” ductile iron domestic water main from Vernon Blvd. The supply enters into the Water Meter Room located at the grade level where the main water shut-off valve and common/master meter assemblies are located. The backflow preventers are located within the same water meter room at the grade level. The domestic water supply is distributed to the domestic water pressure booster pump in the mechanical room on the 2nd floor.

Hot water piping insulation will be fiberglass approximately 1” thickness for pipes less than 1.5” diameter and approximately 1.5” thickness for pipes over 1.5” diameter. Cold water piping is PVC foam rubber in approximately 0.5” thickness for pipes less than 1" diameter and 1" thickness for pipes over 1" diameter.

2) Fire Protection System: The Tower will be sprinkled throughout. A new approximately 6” cast iron fire service main will be fed into the Water Meter Room from Vernon Blvd. A fire pump, jockey pump and controllers are located in the mechanical room on the 2nd floor. The two (2) 6” diameter and one (1) 4" diameter cast iron Fire Standpipe Risers in stairwell will be provided with hose valves at each entry landing. Class 1 standpipe will be provided with a lobby hose cabinet with two fog nozzles on the ground floor, two additional locked storage cabinet will be provided on 10th floor and 20th floor.

Sprinkler head types pendants are used in corridors, some residential kitchens, residential closet and residential entry foyers, upright heads are used in the commercial spaces and building utility rooms and sidewall heads are used in the residential bedrooms and living rooms.

The Siamese connection type is flush mounted, one is located approximately at the corner of the building facing Vernon Blvd, the other one is located facing the 46 Ave side .

The fire pump is manufactured by A-C Fire Pump model 8100 series 6x4x11F, which has a 20 year warranty.

3) Water Storage Tanks and Enclosures: None for cold water supply. See Section (k) for description of domestic hot water supply.

4) Water Pressure and Maintenance: The water pressure is maintained using two duplex water pressure booster pumps and located at the 2nd floor mechanical room. The one serving 3rd thru 13th floors is rated 50 psi boost at 115 gpm, manufactured by Federal Pumps model CR20-3. The one serving 14th thru roof floor is rated at 90 psi boost at 115 gpm, manufactured by Federal Pumps model CR20-5. The standard limited warranty is 3 years for both pumps.

5) Sanitary Sewage System: Sanitary Sewer discharge from the Tower will connect to the public combined storm sewer system of New York City, DEP. Two new 8” cast iron combined sewer service shall be connected to the existing city combined sewer on Vernon Blvd. No sewage pump is specified for this building.

6) Permits Required: See Section (u)

7) Storm Drainage System: Storm Sewer discharge is connected to the stormwater erosion and sediment devices under the shore public walkway and exit to the Anable Basin. Storm piping is cast iron. No storm pump is specified for this building

8) Detention Tank No detention tank is specified for this building

(k) HEATING

1) Heating and Distribution of Domestic Hot Water: Space heating and domestic hot water are capable of meeting peak loads requirements. The heating system is capable of maintaining minimum temperature as required by building code.

The design conditions in winter are 72F Indoor Dry Bulb, 13F Outdoor Dry Bulb with delta T of 59F.

All Residential Units will be connected to split, variable refrigerant flow, air source heat pump system with (15) condensing units, consisting of individually controlled heating and cooling direct expansion fan coil units serving the Units and other zones. Residential Air Source Heat Pump (ASHP) condensing units will be on the ground floor mechanical courtyard 5th floor, roof and mechanical bulkhead. These will provide both heating and cooling. A mechanical courtyard at the rear of the ground floor will house condensing units for the commercial and recreation spaces.

Insulation for air supply ducts is R-6 made of fiberglass.

Insulation for refrigerant piping is approximately 0.5” thickness for piping less than 1.5” diameter and 1.0” thickness for pipes greater than 1.5” diameter.

Exterior fasteners are stainless steel. Roof installed equipment is mounted on vibration isolator pads.

Domestic hot water is provided through individual heat pump hot water heaters located in each respective residential unit. Hot water heater for studio/1 bedroom residential units is Rheem model XE50T10H45U0, capacity 50 gallons, warranty 10 years and efficiency 3.88 UEF; Hot water heater for 2/3 bedroom & 4 bedrooms residential units is Rheem model XE565T10H45U0, capacity 65 gallons, warranty 10 years and efficiency 4.05 UEF.

Hot water heaters for public bathrooms are EEMAX model SP48SL, capacity on-demand 4.8kw, warranty 5 years limit and efficiency .96 UEF.

Space heating and cooling for residential units is by Mitsubishi Electric, (13) model PURY-EP336TSNU-A1, capacity 28 tons, warranty 12 years and efficiency 3.22 COP; (2) model PURY-EP264TNU-A1, capacity 22 tons, warranty 12 years and efficiency 3.36 COP.

(9) 1st floor commercial bathroom lavatories are served by (9) electric tankless type water heaters mounted under each lavatory (Eemax SP48SL, 4.8 KW with 99% efficiency, 5-year limited warranty).

Heating and air conditioning will be provided to 1st floor commercial space by air cooled variable refrigerant flow (VRF) system with air conditioning condensers located on 1st floor backyard opened mechanical equipment space with BC controller installed in each commercial space ceiling for future tenants' connection and air distributions.

Heating and air conditioning will be provided to 1st, 2nd thru 22nd floor public spaces including 1st floor lobby, staff room, mail room, locker rooms, recreation spaces, corridors, golf simulator room, karaoke room, public bathrooms by air cooled VRF system with air conditioning condensers located on 5th floor mechanical space, 5th floor bulkhead and mechanical roof. Public spaces on each floor will be shared heating and cooling with residential units on that floor serving by VRF systems.

The non-residential area and residential units located on 2nd, 3rd and 4th floors will each be served by two 224 MBH condensers per floor; The non-residential area and residential units located on 5th thru 14th floor will each be served by one 336MBH condenser per floor; the non-residential area and residential units on 15th and 16th floor will each be served by one 264MBH condenser per floor.

The VRF systems for proposed building will be manufactured by Mitsubishi. Each air condensing unit will be capable of providing either cooling or heating throughout the year. Electric unit heaters are provided in stairwells, 1st floor corridor and 5th floor terrace entry areas, bike and tenant storage rooms, gas meter room, water meter room and roof mechanical room. The building's heating system has been sized to provide interior spaces intended for human occupancy with active or passive space-heating systems capable of maintaining a minimum indoor temperature of 68°F (20°C) at a point 3 feet (914 mm) above floor on the design heating day in compliance with NYC MC 309.

2) Boiler Description: None

3) Boiler Manufacturer: None

4) Burners Manufacturer: None

5)	Type of Controls:	Each Residential Unit will have at least one thermostat to locally control heating and cooling within the Residential Unit. Larger Units may be zoned with additional split units.
6)	Radiators, Piping, Insulation, Valves, Pumps:	Refrigerant pipe work will be appropriately insulated in accordance with code.
7)	Fuel:	None
8)	Location of Oil Tank:	None
9)	Capacity of Oil Tank:	None

(l) GAS SUPPLY

1)	Type:	None

(m) AIR CONDITIONING

1)	Type of System:	Space cooling is capable of meeting peak loads requirements. The design conditions in summer are 75F Indoor Dry Bulb, 92F Outdoor Dry Bulb with delta T of 17F. 74F outdoor Wet Bulb, 50% indoor relative humidity, 121 outdoor grains, 65 indoor grains, 56 delta G (humidity differential), with peak gain calculation at 4pm. Air conditioning is provided for each Residential Unit by the split, variable refrigerant flow, air source heat pump system described in Section (k). No supplementary air conditioning systems will be installed. No cooling is provided for the non-residential units.
2)	Central Capacity:	n/a
3)	Cooling Towers, condensers:	n/a

4) Individual Units: n/a

(n) VENTILATION

1) Description: Energy Recovery Ventilators (ERV's) will be used to recover heat from kitchen/bathroom and other common areas requiring exhaust air and transfer it to the Tower's filtered air supply system for Residential Units and common areas. Each ERV will have a MERV 13 filter in the supply air stream to maintain high indoor air-quality. Mechanical ventilation is provided to meet code required CFM amounts for all residential spaces as well as common spaces. The mechanical ventilation equipment manufactured by GeeenHeck model ERV-90-15H are rated -25dB at 8khz. The noise emission of the equipment are compliant with NYC Noise Code LL113.

(o) ELECTRICAL SYSTEM

1) Service from Main Switchgear: Electric service will be provided by Con Edison at 208 volts, 3 phase, 4-wire to the electric Switchboard room located at the 1st floor level, and distributed through various size service switches for the Residential Units, General and Residential common areas, Commercial Unit, fire alarm and the fire pump. The service size is approximately 9,00A in total, 120/208V, 3 phase, 4 Wire. Tower distribution has been designed in accordance with the 2011 NYC Electric Code (NEC 2008). Wire materials are copper feeders and copper wiring for the branch circuits.

The commercial units will receive either 400A or 200A service , 42 pole breaker panel, 208V, 3 phase, copper wire, protected with disconnects within main switchgear.

A Tylor (model:TG150) 150kW gas fired Emergency Generator with fuel consumption 1,965 CFH (2-year warranty) located at the 1st floor will be provided, in order to handle all required emergency power in the event of failure of normal power. The building's emergency generator will serve code required life safety loads and select common building loads, including elevator, fire alarm and (2) fire smoke purge fans. The generator

will be sufficient to supply the emergency power load for 6 hours at full demand load as per NYC building code.

2) Service to Individual Units: Residential Units, and Commercial Units will be directly metered for domestic electric consumption as well as for Unit heating and air conditioning. Unit Owners will pay separately for common area electric consumption on a pro-rata basis as part of monthly Common Charges.

3) Compartment Switch Gear: There will be common metering for the Tower's common areas and amenities spaces.

4) Unit Service: Circuits will be provided in each Residential Unit with the capacity to handle the loads within the respective Residential Unit

5) Adequacy:

a) Service: Residential Unit services, including switching and fusing, shall be adequate, in accordance with NYC Codes, for modern day appliances, lighting, convenience outlets, washer and dryer, and VRF will be commonly shared among units Tower distribution has been designed in accordance with the 2011 NYC Electric Code (NEC 2008). Typical apartment panel sizes are 125A , 120/208, single phase, 24 poles. Studio will have 100A panels In general, approximately 20 Ampere apartment branch circuits shall be wired through each Unit. 20 Ampere branch circuits shall be #12 AWG with #12 AWG ground. Other circuit breaker wiring is indicated as per table in electrical drawings.

b) Lighting: General lighting and receptacles will be provided in general back of house program areas. Within the Residential Units a mix of down lighting, task lighting and ornamental lighting shall be provided in the kitchens, bathrooms, halls and corridors along with convenience outlets at kitchen countertops, bathrooms and wall spaces as required by the NYC Electric Code (NEC 2008).

(p) INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CCTV

1) Description: An intercom system with integrated camera and internet connectivity will be installed at the Tower's entry point. The system will allow for remote access management by each individual resident from their smartphone device. The intercom will be manufactured by Latch, model Latch Intercom, and will be warranted for a period of 5 years.

No CCTV will be provided.

(q) COMMON AREA LIGHTING

1) Description: Lighting in common areas will be ceiling or wall-mounted LED fixtures. Lighting will meet or exceed code requirements.

Public area lighting fixtures will be Zaniboni, Luna 3A recessed downlights or similar.

(r) GARAGES AND PARKING AREAS

1) Description: None. A loading berth is provided off of 46th Avenue to service the commercial uses.

No parking is required for the commercial or residential use per the underlying zoning and no parking has been provided.

No parking is provided, and thus no parking garage drainage is required. A single loading berth is required with a minimum dimension of 12 ft wide by 27 ft long and 14 ft high per ZR44-561.

(s) SWIMMING POOLS

1) Description: None

(t) TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES

1) Tennis courts:

None. A non-regulation pickleball court is provided on the 5th floor recreation terrace for residential tenant use.

2) Playgrounds:

None

3) Other Recreation Facilities:

A total of approximately 2,336 sf of recreation space is provide across the ground floor, 2nd floor, 5th floor 22nd floor and roof:

- Entrance Lobby & Reception: Located at the ground level containing reception desk, mailroom and package room, amazon lockers and lounge seating. The spaces measures approximately 2,519 sf in a space enclosed by partition walls, and has a permitted occupancy of 13 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The lounge will receive natural light through south facing windows.

- Level 2 Gym: Located on the 2nd floor, measures approximately 1,100 sf in a space enclosed by partition walls, and has a permitted occupancy of 22 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The gym will receive natural light through south facing windows. Various cardiovascular and resistance training equipment will be installed along with a separate yoga studio.
- Level 2 Kids Room: Located on the 2nd floor, measures approximately 310 sf in a space enclosed by partition walls, and has a permitted occupancy of 7 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The room has no natural light.

- Level 2 Karaoke Room: Located on the 2nd floor, measures approximately 101 sf in a space enclosed by partition walls, and has a permitted occupancy of 3 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The room has no natural light.

- Level 2 Lounge & Study: Located on the 2nd floor, measures approximately 1,163 sf in a space enclosed by partition walls, and has a permitted occupancy of 23 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The lounge will

receive natural light through south facing windows. Various furniture and game equipment will be installed along with two separate meeting pods.

- Level 2 Golf Simulator: Located on the 2nd floor, measures approximately 256 sf in a space enclosed by partition walls, and has a permitted occupancy of 5 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The room has no natural light.

- Level 5 Roof Terrace: A recreation communal terrace space will be provided on part of the 5th floor terrace, measuring approximately 4,048 sf and with a permitted occupancy of 20 persons. The roof space will comply with all NYC Building Code requirements including for egress, guarding and accessibility. Various furniture for seating will be provided along with a pickleball court and putting green.

- Level 20 Sky Lounge: Located on the 20th floor, measures approximately 870 sf in a space enclosed by partition walls, and has a permitted occupancy of 17 persons. Lighting, ventilation and fire safety will all comply with NYC Building Code requirements. The lounge will receive natural light through north and west facing windows and will have access to a small terrace measuring approximately 335 sf. Various furniture for seating, dining and lounging will be provided along with kitchen fixtures and countertop.

Bike Storage: See section (i)3)

Storage Lockers: None

Resident Manager: No live-in Resident Manager will reside in the building.

Doorman: A doorman will be present at the entrance lobby 24 hours a day.

(u) PERMITS AND CERTIFICATES

1) Description: Conducted concurrently with construction Progress Inspections, Final inspections, sign-off at the issuance of the Certificate of Occupancy to include but not limited to:

- Building Code
- Elevator
- Mechanical and Plumbing
- Compactor
- Electrical
- Fire Department
- Provision of equipment use permits for each item requiring same.

Recurring inspections will be required after the building is in operation, including but not limited to:

- Sprinkler hydrostatic/flow test (annual) Sprinkler device inspection (monthly)
- RPZ inspection (annual)
- Facade Inspection & Safety Program (LL10, LL11) (every 5 years)
- Elevator Category I and Category 5 Test (annual)
- Fire Alarm, Fire Extinguisher, Central Station Monitoring (bi-annual)
- NFPA 80 - Fire Rated Doors (annual)

Local Law 97 (LL97) requires all buildings over 25,000sf to benchmark their energy use. The buildings covered by LL97 will be required to file a report with the Department detailing their annual greenhouse gas emissions by May 1 of every year. The report must be certified by a registered design professional. While it is not possible to say with any certainty what level of emissions this building will have on an annual basis, it has been designed to the highest standards to minimize its greenhouse gas emissions. The overall building has been constructed, and is anticipated to exceed current building code requirements by at least 15%. As the law is currently written, it is anticipate the emission levels will fall well below the thresholds of LL97.

(v) VIOLATIONS

1) Description: Sponsor will cure any outstanding violations prior to the closing.

(w) RESIDENTIAL UNIT INFORMATION

1) Type and Grade of Finish:

Schedule of Residential Unit finishes as below:

- Engineered wood flooring:
  - Species: Engineering Wood Flooring
  - Manufacturer: Evergreen
  - Thickness: 5/8”
  - Species: White Oak
  - Warranty: 1 Year
  - Underlayment: 5mm rubber
  - Width: 5’
  - Length: 16” – 48”
  - Grade: AB
  -
- Wall & Ceiling Paint:
  - Primer: Benjamin Moore Ultra Spec 500 Primer (1 coat)
  - Finish Coats: Benjamin Moore Ultra Spec 500 (1 coat)

LOCATION	FLOOR	BASE	WALLS	CEILING	REMARKS
Foyer, Hallways, Closets	Engineered wood	Painted wood or oak	Gypsum board (painted)	Suspended gypsum ceiling (painted)	
Living Rm, Dining Rm, Kitchen	Engineered wood	Painted wood or oak	Gypsum board (painted)	Exposed structure and/or suspended gypsum ceiling (painted)	Stone slab kitchen countertop and island. Wood veneer cabinets.
Bedrooms	Engineered wood	Painted wood or oak	Gypsum board (painted)	Exposed structure and/or suspended gypsum ceiling (painted)	
Bathrooms	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Suspended gypsum ceiling (painted)	Medicine cabinet
Powder Rm	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile) & Water Resistant Gypsum Board (painted)	Suspended gypsum ceiling (painted)	
Laundry Closets	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Gypsum board (painted)		

2) Type and Condition of Residential Unit Bathrooms: Schedule of Residential Unit bathroom fixtures as below:

ITEM	DESCRIPTION
Sink	Quartz top and undermount sink by Signature Plumbing SPD1006BR13MB
Sink Faucet	Signature Plumbing LF1370BR2MB-L
Water Closet	HPL cabinet by Signature Plumbing
Tub	Duravit BT2160AC1-L
Tub Spout	Signature Plumbing TS1078BR13MB
Tub / Shower Diverter	Signature Plumbing TT1072BR13-11MB-2
Tub / Shower Handshower	Signature Plumbing TT1072BR13-11MB-2
Tub / Shower Showerhead	Signature Plumbing TT1072BR13-11MB-3

3) Type and Condition of Residential Unit Kitchens & Laundry: Schedule of Residential Unit kitchen & laundry fixtures and appliances as below:

ITEM	DESCRIPTION
Refrigerator	Gaggenau 400 Series
Dishwasher	Gaggenau 200 Series
Induction Range	Gaggenau 200 Series
Oven	Gaggenau 400 Series
Range Hood	Bosch 300 Series
Kitchen Sink	Signature Plumbing KS1065SS12SS-10
Faucet	Signature Plumbing KF1121BR2-24MB
Washer (ventless)	Bosch 800 Series
Dryer (ventless, electric condensation)	Bosch 800 Series
Wine Cooler (Only in select units as shown on plan)	Gaggenau 400 Series

4) Type and Condition of Residential Unit Countertops & Cabinets:	Countertops – Breccia Caprai Marble, 2cm, Polished Lower Cabinets – Shinokki Desert Oak Wood Upper Cabinets – Kronodesign Matte Laminate

(x) FINISH SCHEDULE OF COMMON AREAS

1) Type and Grade of Finish:	Schedule of finishes for spaces other than Residential Units as below:

LOCATION	FLOOR	BASE	WALLS	CEILING	REMARKS
Lobby	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Suspended gypsum ceiling (painted)	
Corridors	Dimensional Stone (Marble / Porcelain tile)	Painted wood or oak	Gypsum board (wallpapered)	Suspended gypsum ceiling (painted)	
Closets	Dimensional Stone (Marble / Porcelain tile)	Painted wood or oak	Gypsum board (painted)	Suspended gypsum ceiling (painted)	
Recreation Rooms	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Dimensional Stone (Marble / Porcelain tile)	Suspended gypsum ceiling (painted)	
Mechanical Rooms	Unfinished	Painted wood or oak	Gypsum board (painted)	Unfinished	

(y) SAFETY AND WARNING DEVICES

1) Description:	Combination area smoke / carbon monoxide detectors manufactured by Honeywell, Model Silent Knight SK-Photo will be provided within each bedroom and within 15 feet of entry to the bedrooms. Automatic smoke and heat detection & sprinkler alarm with post-fire smoke purge system with one-way voice communication

system (life safety system) shall be installed complete with water flow and tamper switches and central station reporting in a location near the entrance lobby. Smoke detectors are to be installed in the mechanical rooms and in the elevator shafts connected to the Tower's fire alarm systems. Smoke and carbon monoxide detectors are hard-wired.

A fire command center with central station monitoring is provided at the residential lobby. Fire alarm central station will be FlexNet model FX-4000MNS, manufactured by Mircom. The warranty period shall be 3 years.

(z) ADDITIONAL INFORMATION

1) Residential Unit Measurement:

Each unit is measured horizontally from the exterior side of the exterior walls to the centerline of the partitions or shaft space separating one Unit from another Unit, and to the exterior side of public corridors, stairs, elevators, shaftways or any other common elements; provided however that (i) all columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from measurement of each Unit, and (ii) the common corridor side of a Residential Unit entry door shall be included in the Residential Unit Area up to the extent of the architectural millwork frame of the door. Each unit is measured vertically from the top of the structural slab below to the underside of the structural slab above. Terraces and balconies, exterior to the Tower envelope are not included in Residential Unit Floor Areas. Where areas for balconies are provided, each balcony is measured from the exterior face of exterior walls to the exterior face of the balcony edge cladding. Where area for terraces are provided, each terrace is measured from the exterior face of exterior walls to the inner face of parapet walls and to the center line of dividing partitions.

All square footages are approximate and within reasonable tolerances and will vary from Unit to Unit of the same type.

2) Commercial Unit Measurement:

Each unit is measured horizontally from the exterior side of the exterior walls to the centerline of the partitions or shaft space separating one Unit from another Unit, and to the exterior side of public corridors, lobbies, stairs, elevators, shaftways or any other common elements; provided however that (i) all columns, mechanical pipes, shafts, shaftways,

chases, chaseways and conduits are not deducted from measurement of each Unit. Each unit is measured vertically from the top of the structural slab below to the underside of the structural slab above.

All square footages are approximate and within reasonable tolerances.

3) Ceiling Heights:

Exclusive of dropped ceiling areas at kitchens, bathrooms, halls (or other areas), soffits, mechanical equipment including ducts and plumbing elements, structural offsets and boxed-out structural beams and floor and ceiling finishes, ceiling heights in the Tower, as measured from the top of slab below to underside of slab above, is approximately as follows, within reasonable tolerances:

- Ground Floor - Approximately 11'-7" within commercial areas. Approximately 9'-9" within other areas. The residential entry reception is a double height space measuring approximately 22'-1".
- 2nd through 3th Floors - Approximately 11'-4" (these floors vary by several inches as dictated by the levels of the retained warehouse structure)
- 4th Floor - Approximately 12'-10"
- 5th through 18th Floors - Approximately 9'-7"
- 19th Floor - Approximately 10'-6"
- 20th through 22nd Floors - Approximately 11'-4"

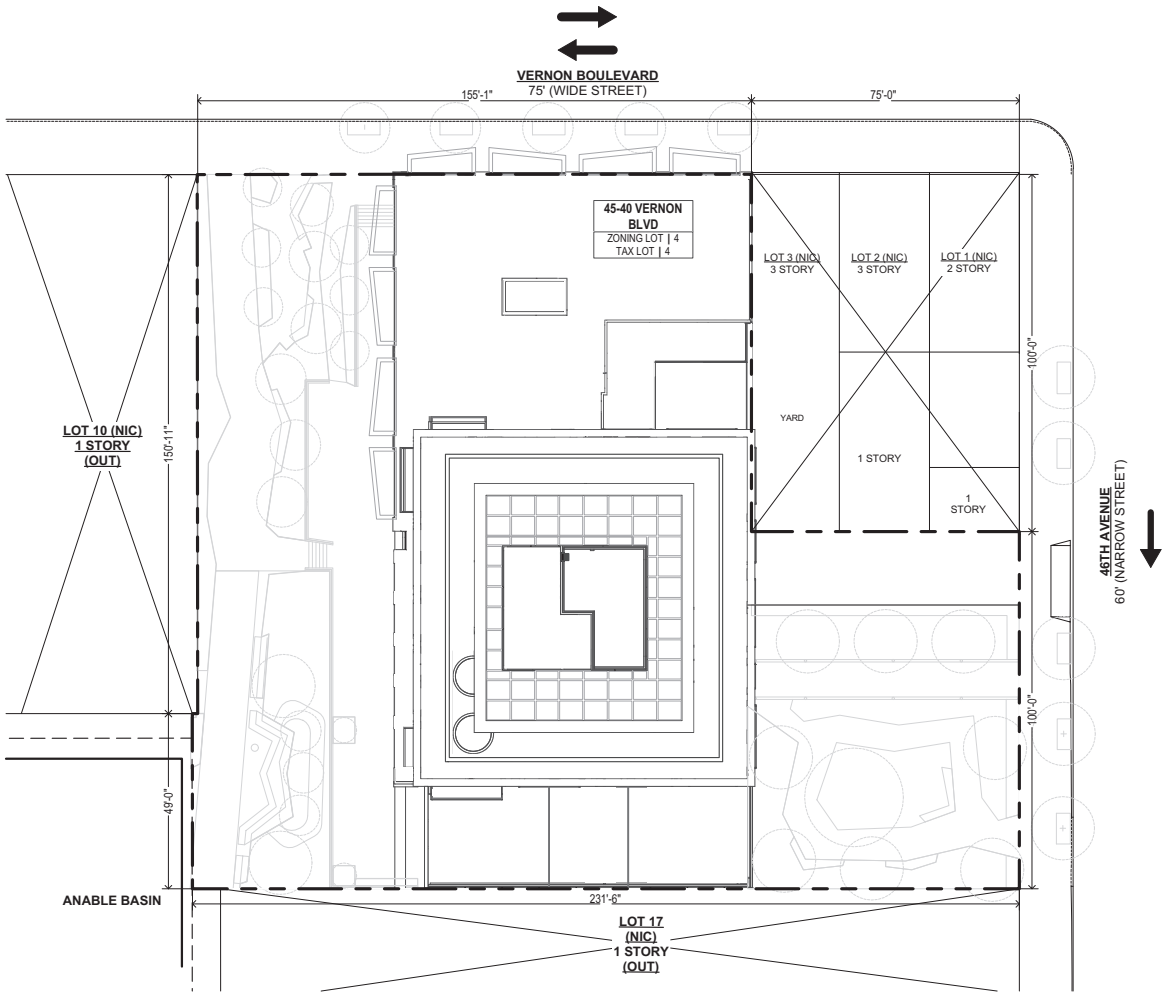
4) Further Development:

Other than as described herein, Sponsor does not anticipate any further development at this time.



Jeremiah Zuidema, RA AIA

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42 WEST ST, SUITE 106
BROOKLYN, NY 11222







ARCHIMÆRA ARCHITECTURE PC

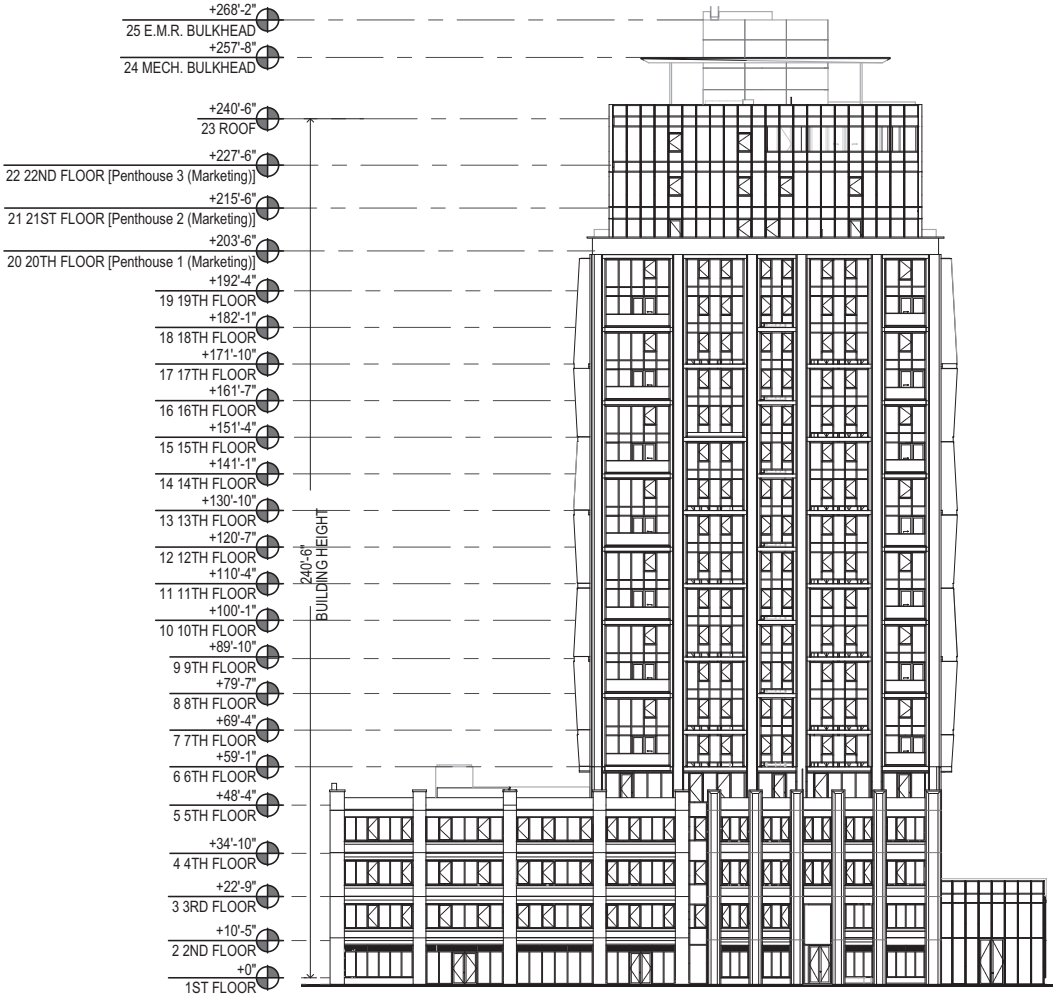
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SUBMITTED DATE : 11/28/2023

45-40 VERNON BLVD

SITE PLAN

SP

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



0 16' 32' 64'

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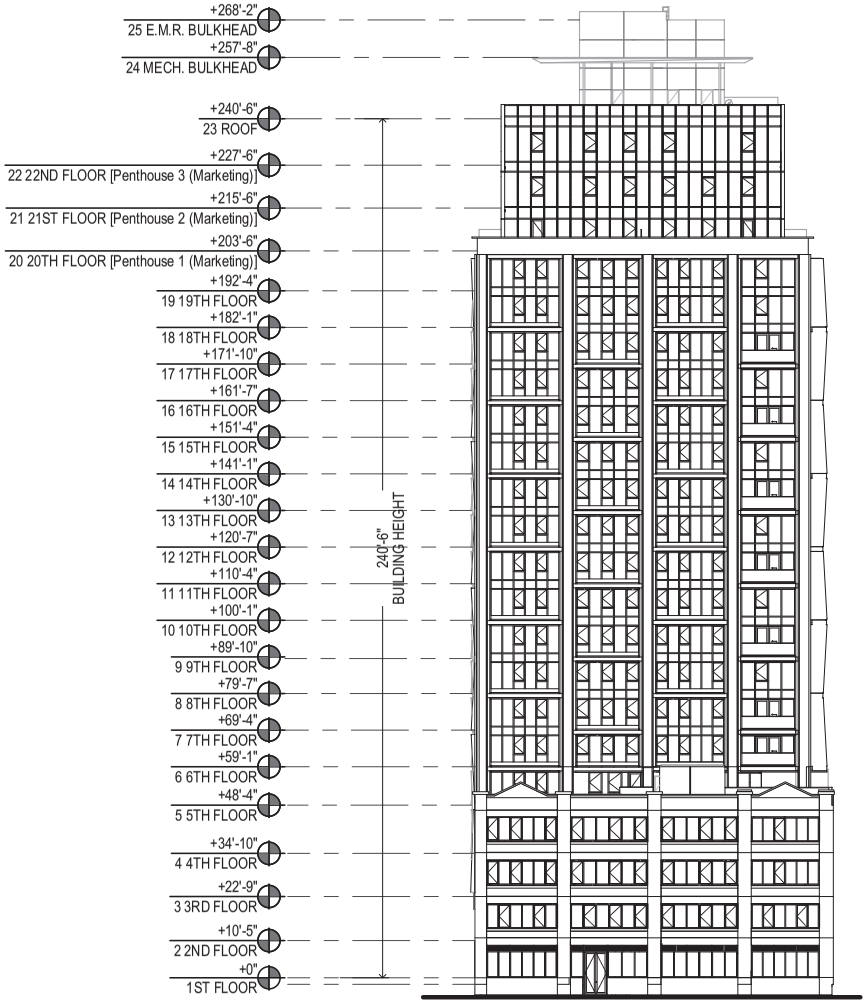
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45-40 VERNON BLVD

NORTH ELEVATION

EL

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0 16' 32' 64'

ARCHIMÆRA ARCHITECTURE PC

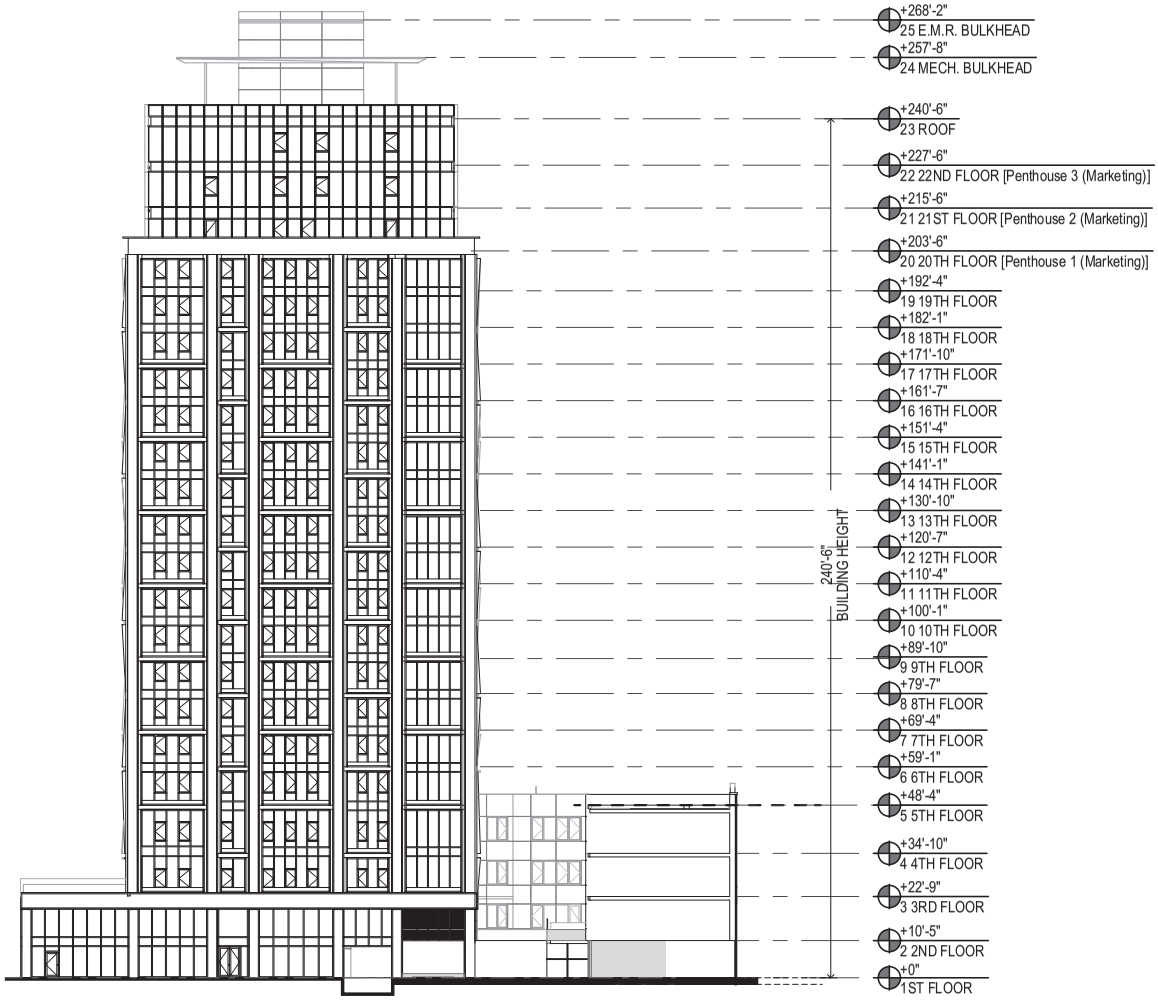
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45-40 VERNON BLVD

EAST ELEVATION

EL

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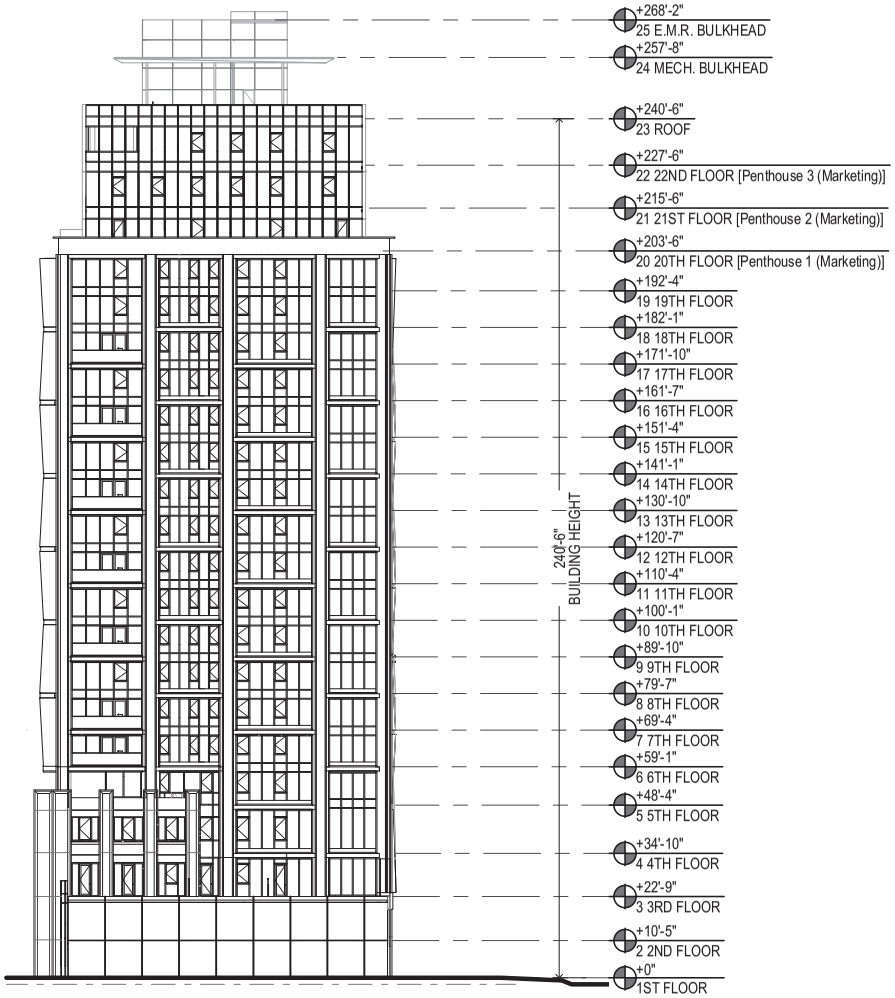
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45-40 VERNON BLVD
SOUTH ELEVATION

EL

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



0 16' 32' 64'

ARCHIMÆRA ARCHITECTURE PC

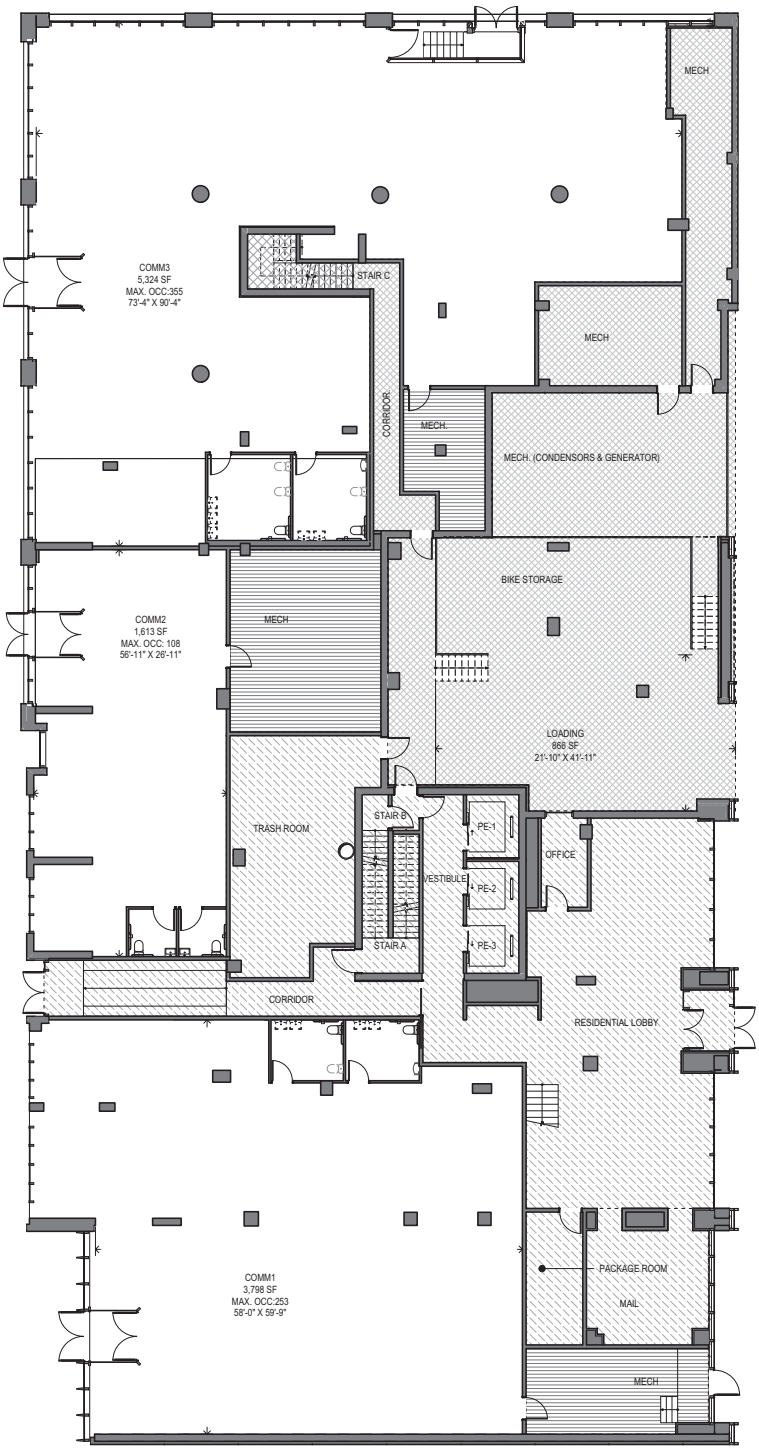
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45-40 VERNON BLVD

WEST ELEVATION

EL

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0 8' 16' 32'

LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

45-40 VERNON BLVD
First Floor
3 Commercial & 3 Mech.Space ,Residential Lobby,1 Trash Room,
1 Bike Storage,1 Loading,3 Mech. Space.

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

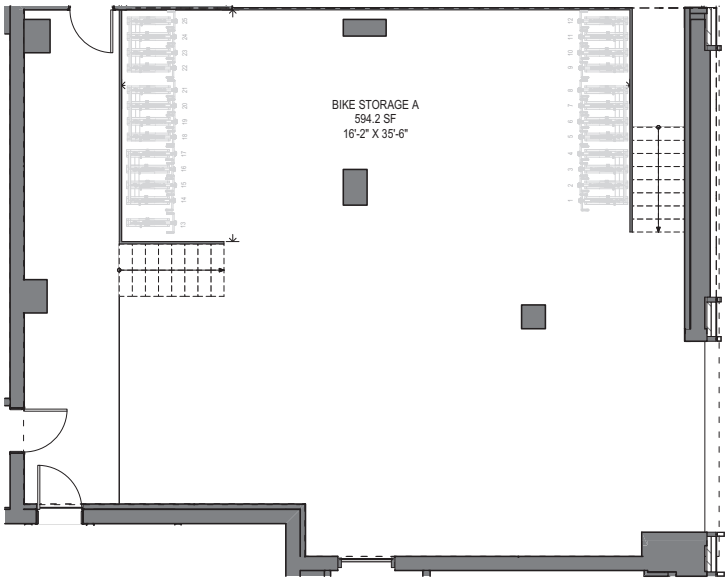
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45-40 VERNON BLVD
1ST FLOOR PLAN

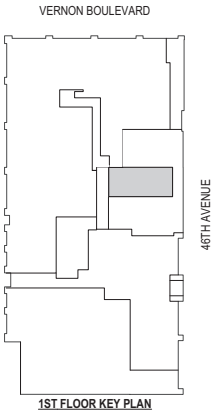
1ST

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



1ST FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Bike Storage
Floor 1
594sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

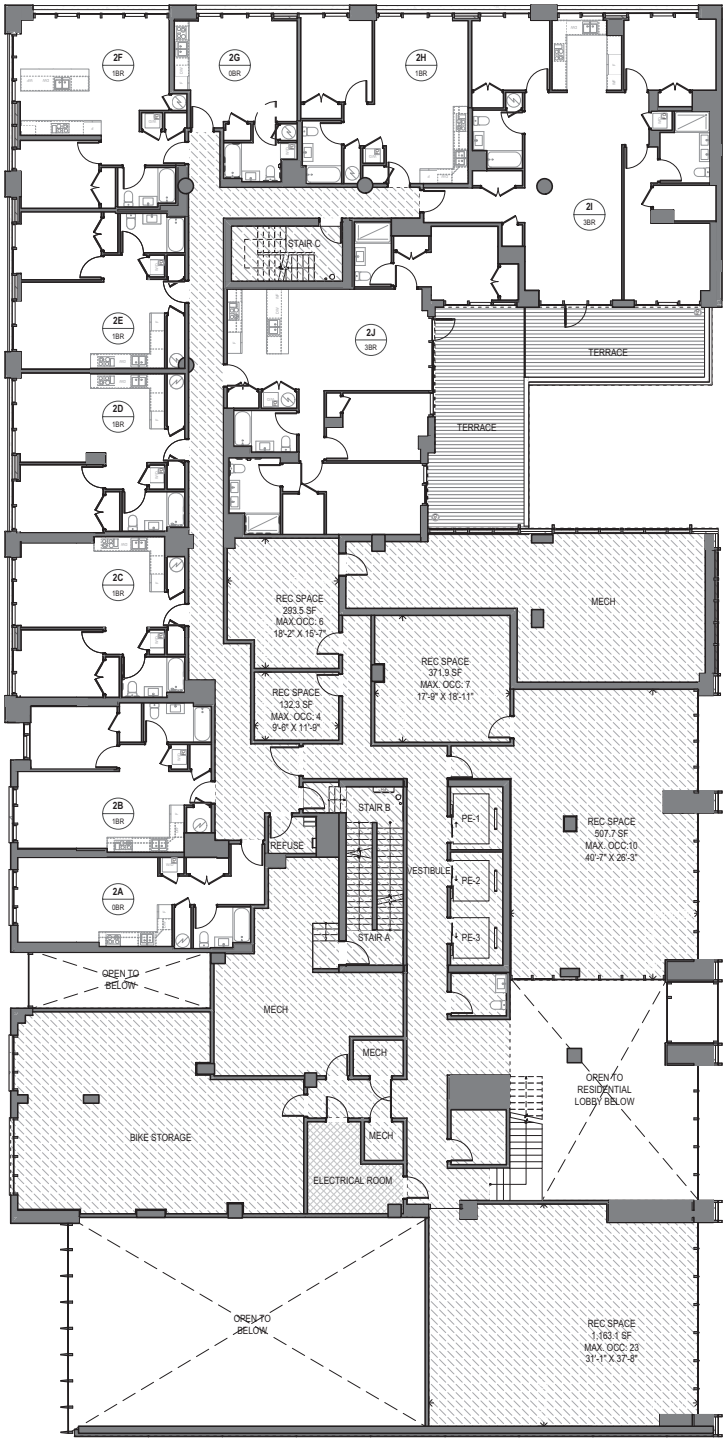
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45-40 VERNON BLVD
1ST FLOOR

BIKE STORAGE

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LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

N

0 8' 16' 32'

45-40 VERNON BLVD
Second Floor
10 Residential Units
2 Private Terraces
4 Mechanical Area, 1 Bike Storage, 1 Electrical Room,5 Rec. Space.

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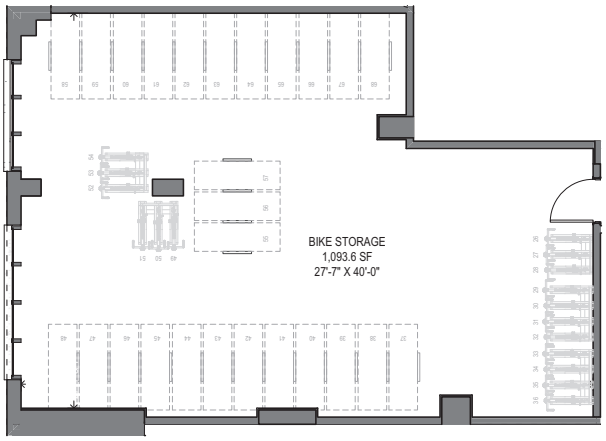
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45-40 VERNON BLVD
2ND FLOOR PLAN

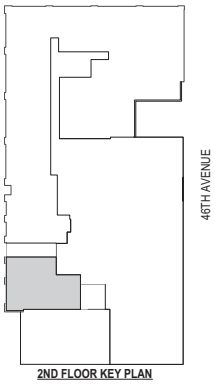
2ND

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



2ND FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Bike Storage
Floor 2
1094sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

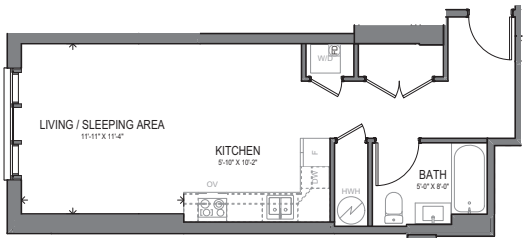
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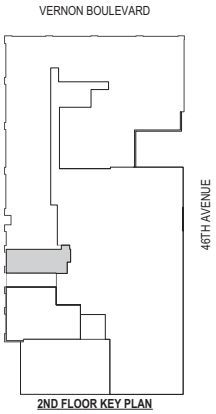
45-40 VERNON BLVD
2ND FLOOR

BIKE STORAGE

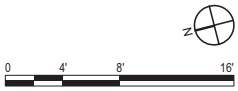
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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



2ND FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 2A
Floor 2
1 Studio & 1 Bathroom
494 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

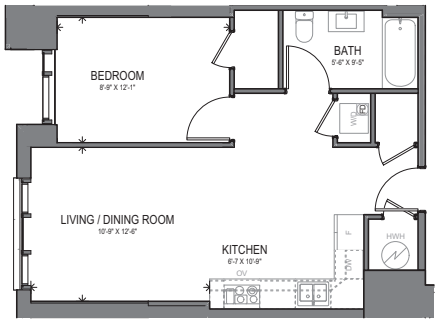
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45-40 VERNON BLVD
UNIT PLAN

2A

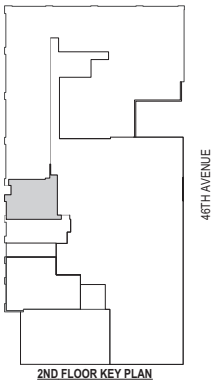
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LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



2ND FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 2B
Floor 2
1 Bedroom & 1 Bathroom
620 sf Interior

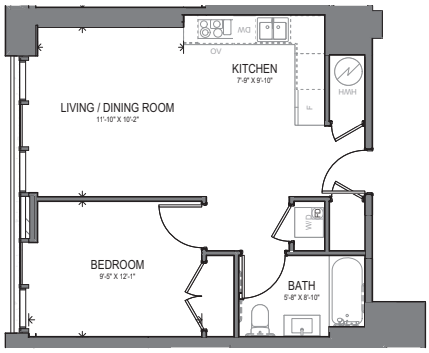
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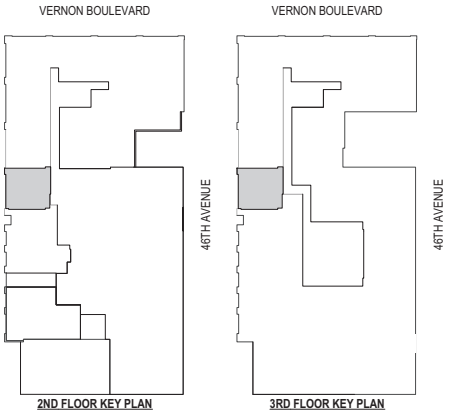
45-40 VERNON BLVD
UNIT PLAN

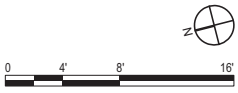
2B

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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK





45-40 VERNON BLVD
Unit 2C,3H
Floor 2-3
1 Bedroom & 1 Bathroom
598 sf Interior

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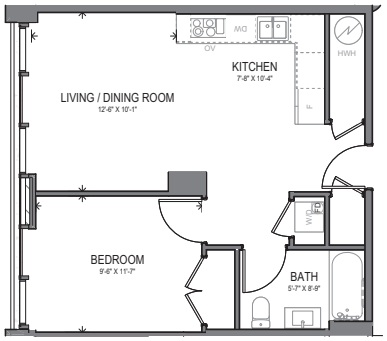
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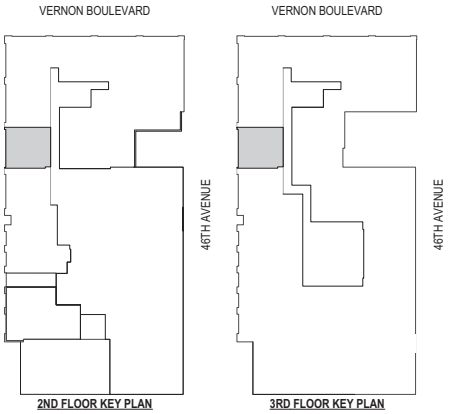
45-40 VERNON BLVD
UNIT PLAN

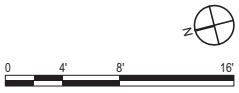
2C,3H

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK





45-40 VERNON BLVD
Unit 2D,3I
Floor 2-3
1 Bedroom & 1 Bathroom
587 sf Interior

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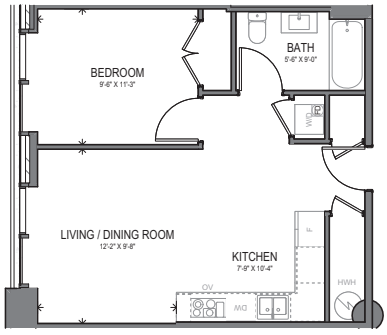
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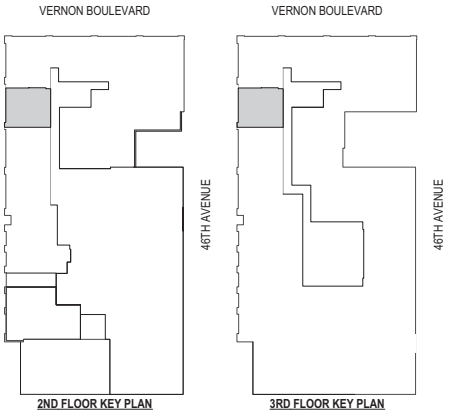
45-40 VERNON BLVD
UNIT PLAN

2D,3I

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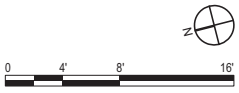


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



2ND FLOOR KEY PLAN

3RD FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 2E,3J
Floor 2-3
1 Bedroom & 1 Bathroom
579 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

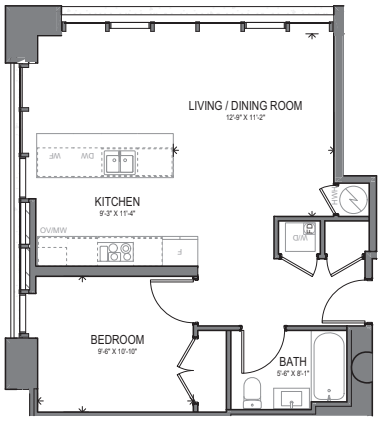
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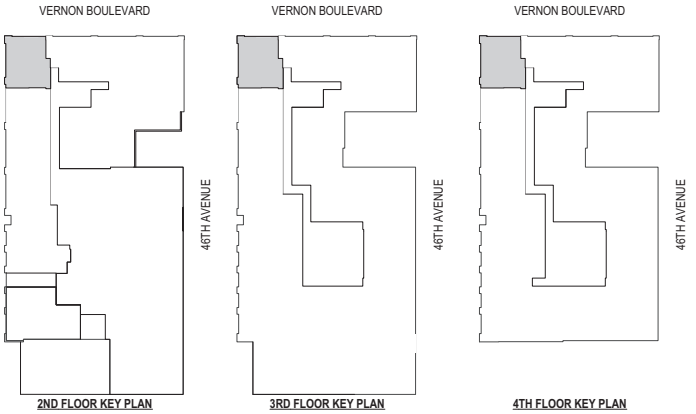
45-40 VERNON BLVD
UNIT PLAN

2E,3J

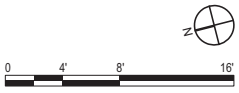
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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



2ND FLOOR KEY PLAN | 3RD FLOOR KEY PLAN | 4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 2F,3K,4K
Floor 2-3-4
1 Bedroom & 1 Bathroom
708 sf Interior

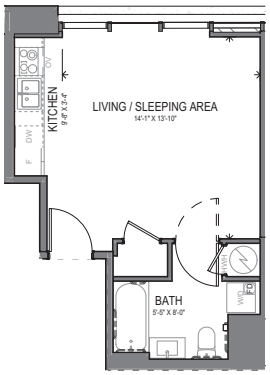
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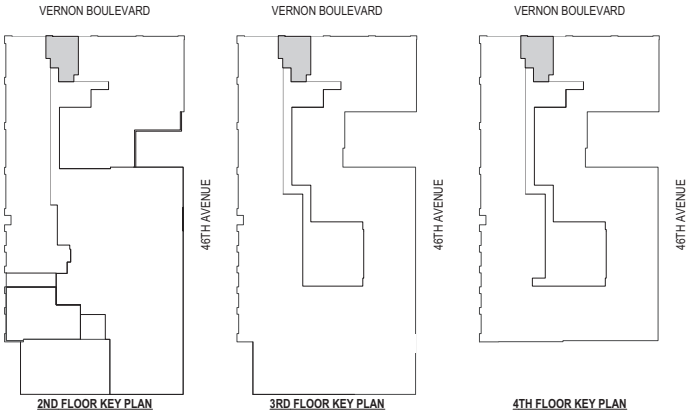
45-40 VERNON BLVD
UNIT PLAN

2F,3K,4K

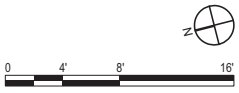
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



2ND FLOOR KEY PLAN | 3RD FLOOR KEY PLAN | 4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 2G,3L,4L
Floor 2-3-4
1 Studio & 1 Bathroom
388 sf Interior

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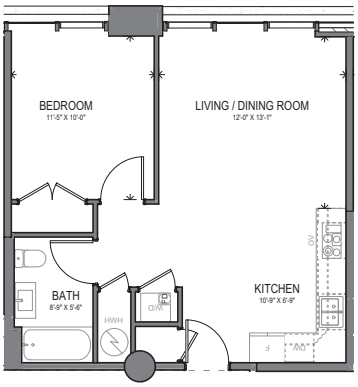
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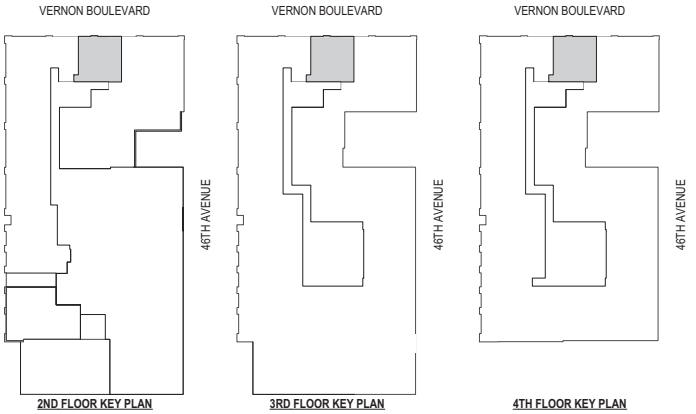
45-40 VERNON BLVD
UNIT PLAN

2G,3L,4L

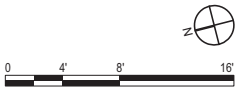
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



2ND FLOOR KEY PLAN | 3RD FLOOR KEY PLAN | 4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 2H,3M,4M
Floor 2-3-4
1 Bedroom & 1 Bathroom
608 sf Interior

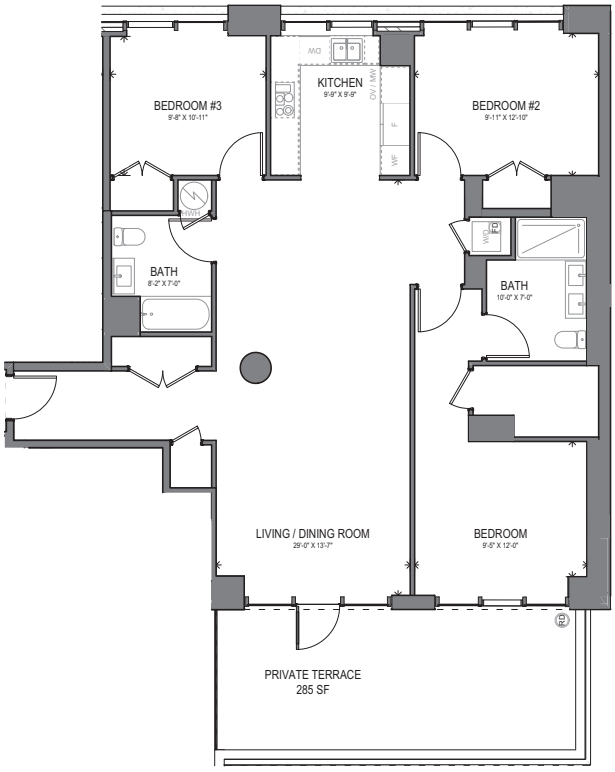
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45-40 VERNON BLVD
UNIT PLAN

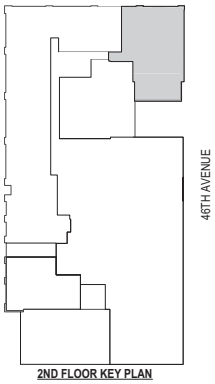
2H,3M,4M

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



2ND FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 2I
Floor 2
3 Bedroom & 2 Bathroom
1450 sf Interior
1 Private Terrace, 285 sf Exterior

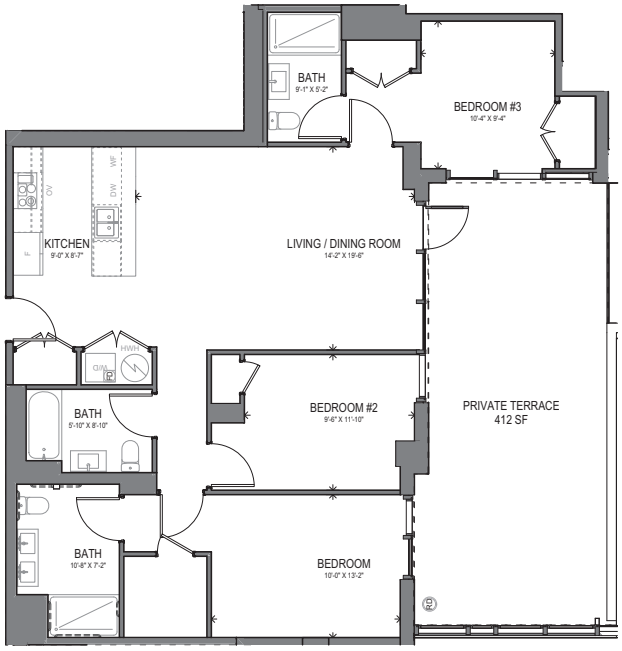
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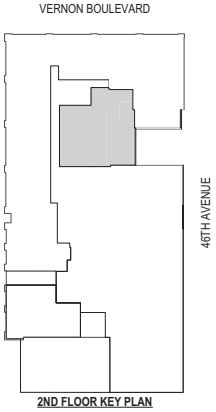
45-40 VERNON BLVD
UNIT PLAN

2I

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



2ND FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 2J
Floor 2
3 Bedroom & 3 Bathroom
1300 sf Interior
1 Private Terrace, 412 sf Exterior

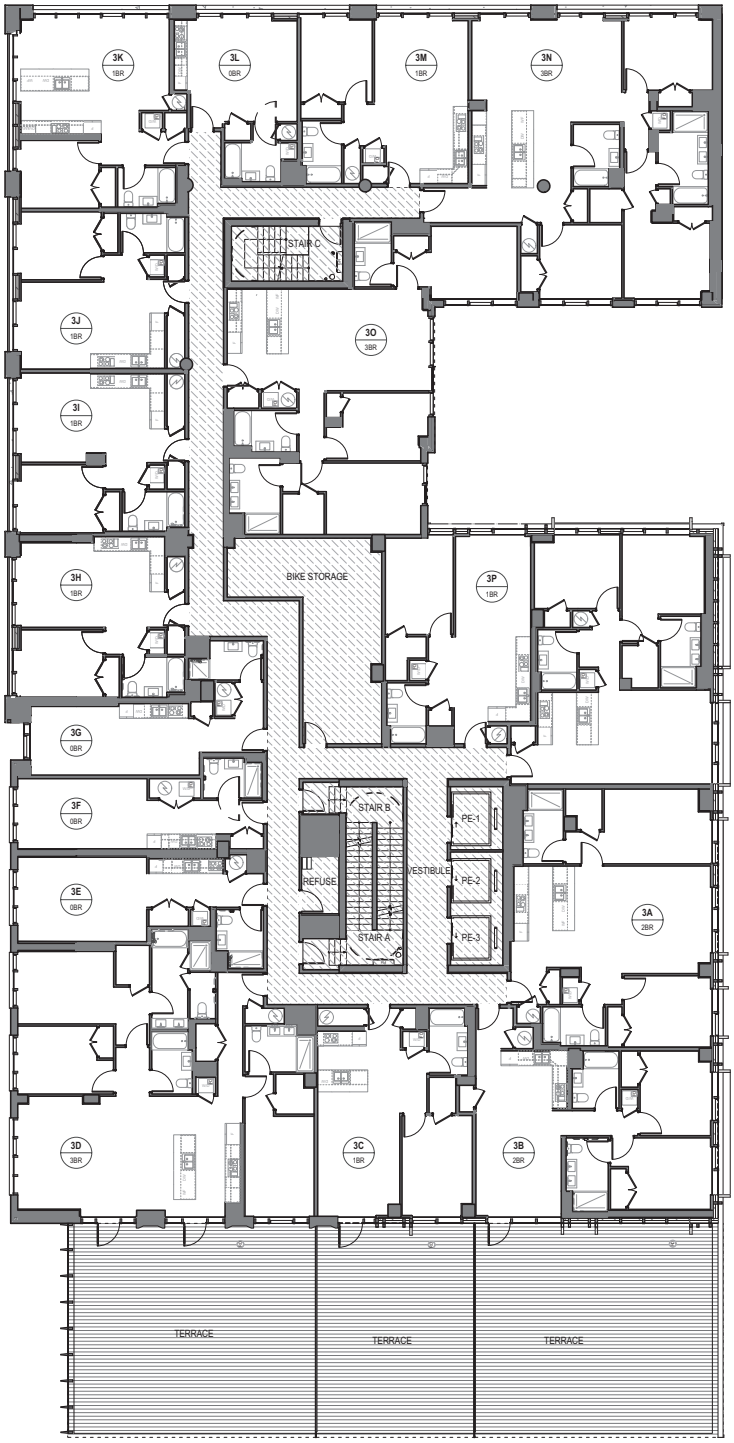
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45-40 VERNON BLVD
UNIT PLAN

2J

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025





0 8' 16' 32'

45-40 VERNON BLVD
Third Floor
19 Residential Units
3 Private Terraces
1 Bike Storage

LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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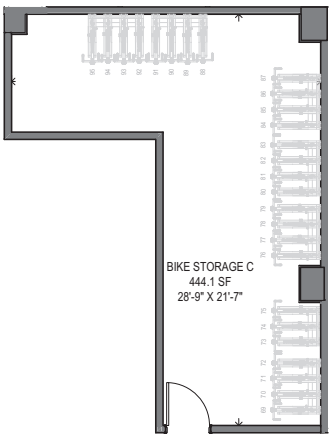
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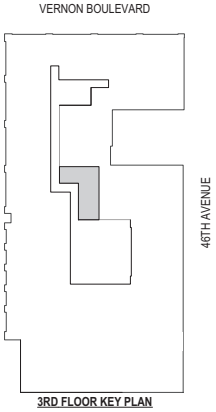
45-40 VERNON BLVD
3RD FLOOR PLAN

3RD

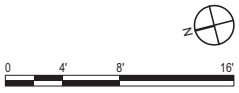
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN



45-40 VERNON BLVD
Bike Storage
Floor 3
444 sf interior

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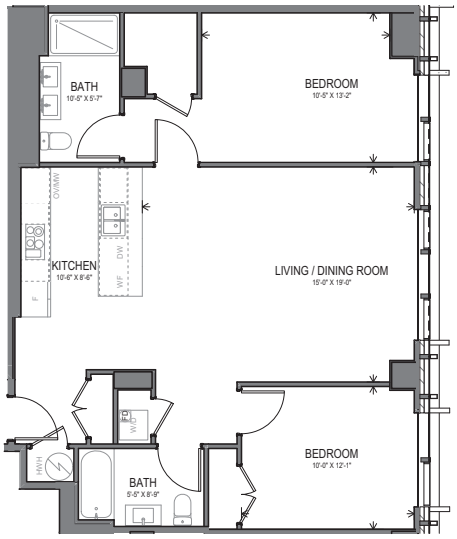
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45-40 VERNON BLVD
3RD FLOOR

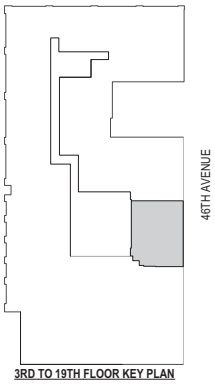
BIKE STORAGE

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



3RD TO 19TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 3A to 19A
Floor 3 to 19
2 Bedroom & 2 Bathroom
1086 sf Interior

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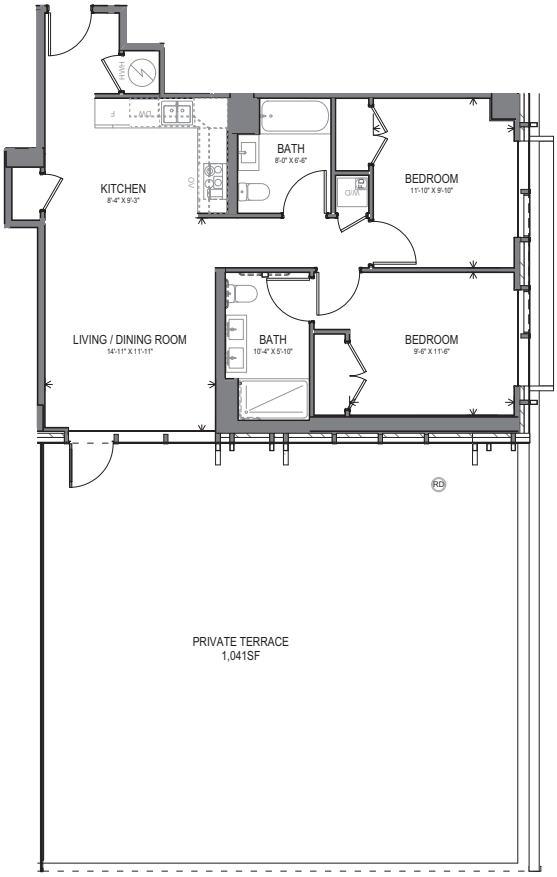
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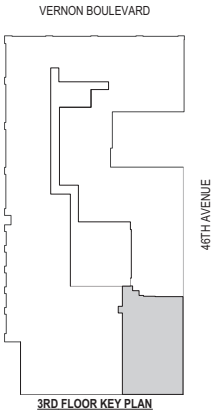
45-40 VERNON BLVD
UNIT PLAN

3A TO 19A

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 3B
Floor 3
2 Bedroom & 2 Bathroom
890 sf Interior
1 Private Terrace, 1041 sf Exterior

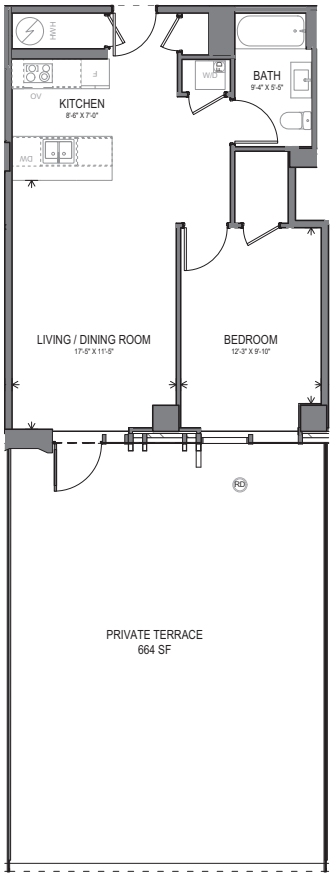
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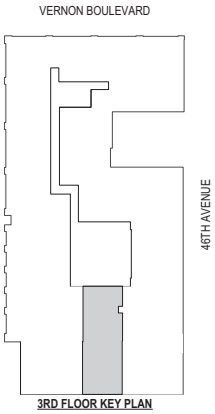
45-40 VERNON BLVD
UNIT PLAN

3B

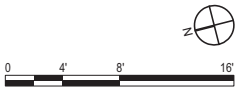
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LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3C
Floor 3
1 Bedroom & 1 Bathroom
666 sf Interior
1 Private Terrace, 664 sf Exterior

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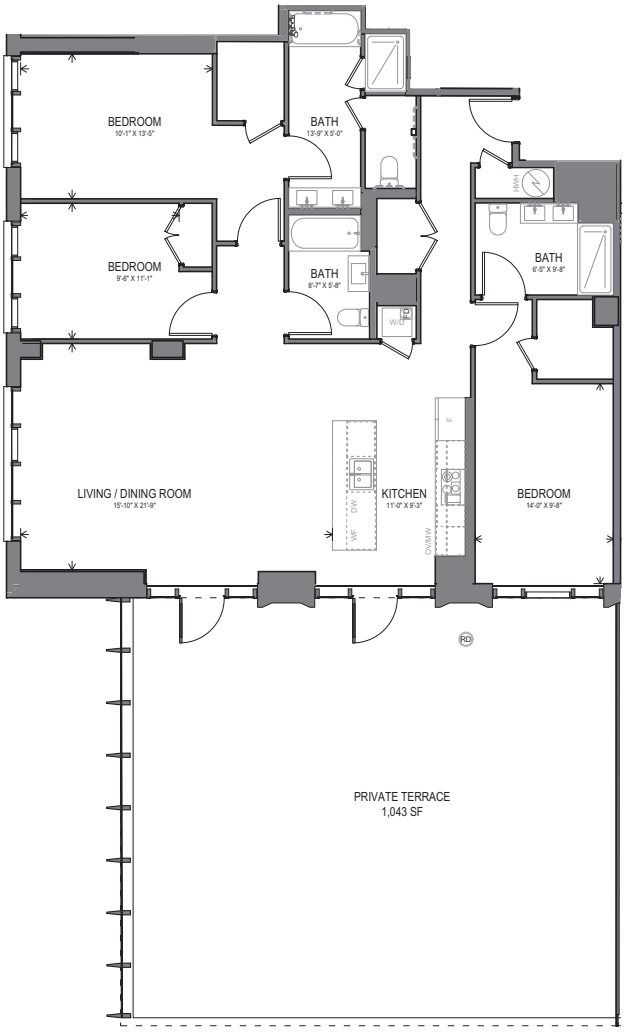
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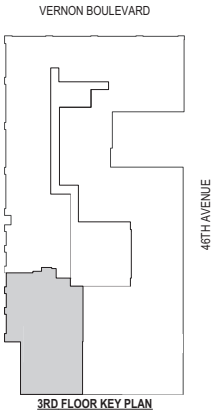
45-40 VERNON BLVD
UNIT PLAN

3C

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 3D
Floor 3
3 Bedroom & 3 Bathroom
1605 sf Interior
1 Private Terrace, 1043 sf Exterior

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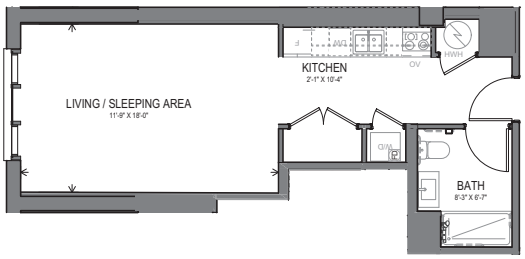
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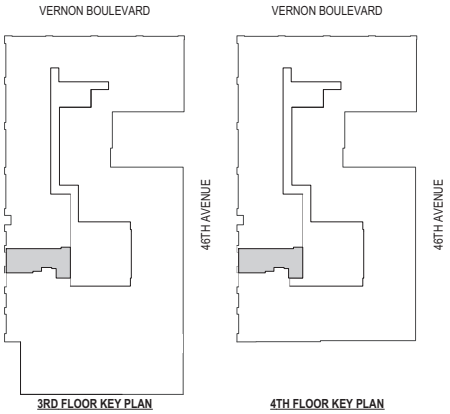
45-40 VERNON BLVD
UNIT PLAN

3D

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

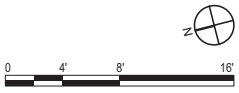


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3E,4F
Floor 3-4
1 Studio & 1 Bathroom
456 sf Interior

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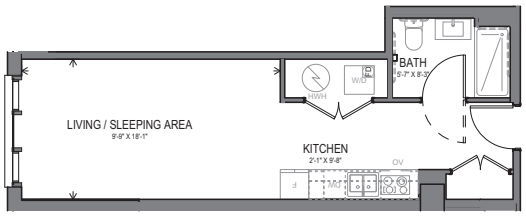
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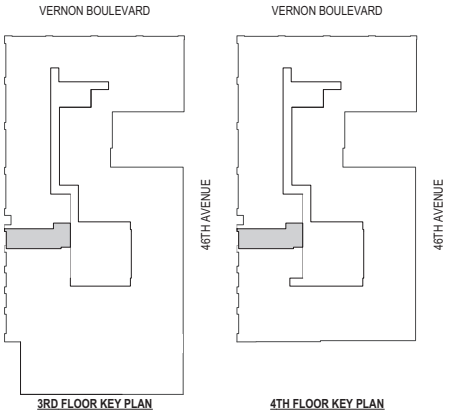
45-40 VERNON BLVD
UNIT PLAN

3E,4F

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

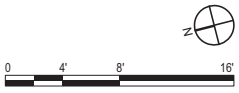


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3F,4G
Floor 3-4
1 Studio & 1 Bathroom
419 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

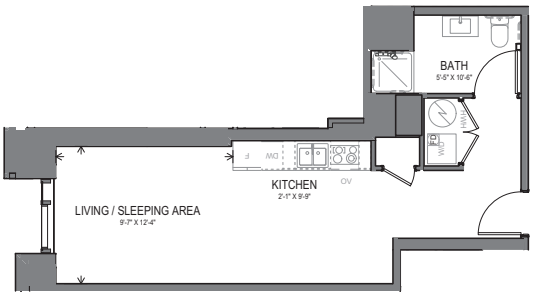
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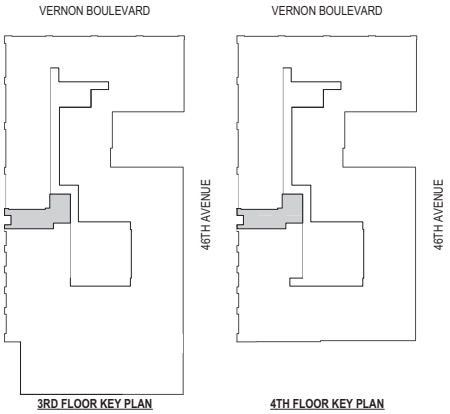
45-40 VERNON BLVD
UNIT PLAN

3F,4G

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

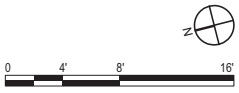


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3G,4H
Floor 3-4
1 Studio & 1 Bathroom
443 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

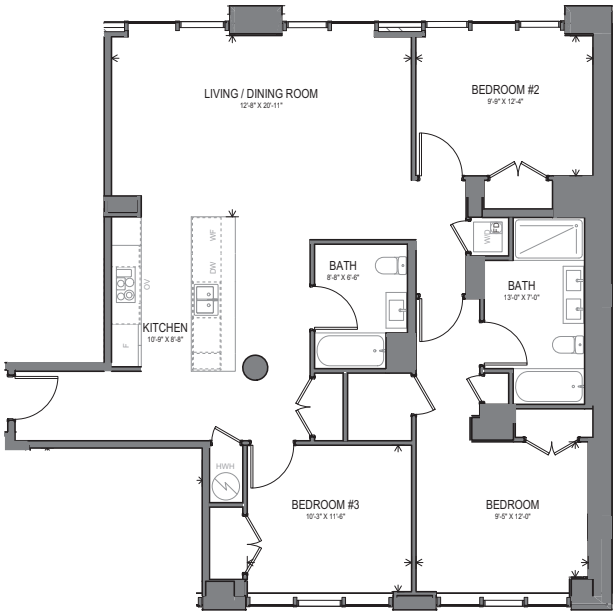
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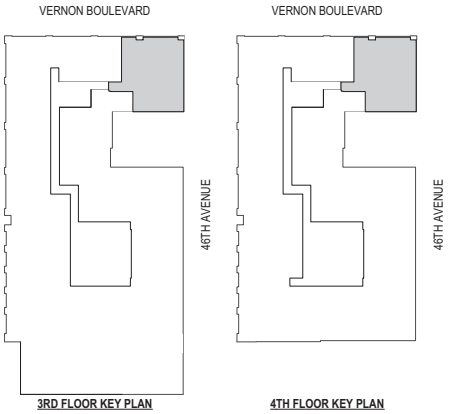
45-40 VERNON BLVD
UNIT PLAN

3G,4H

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

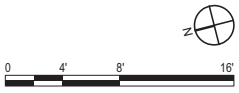


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3N-4N
Floor 3-4
3 Bedroom & 2 Bathroom
1403 sf Interior

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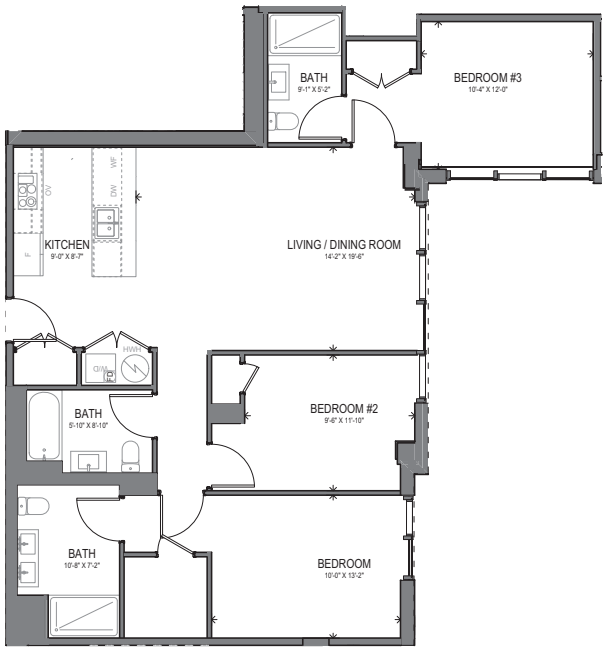
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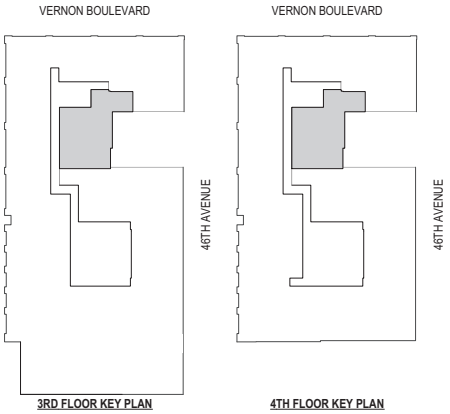
45-40 VERNON BLVD
UNIT PLAN

3N.4N

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

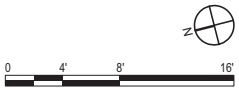


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3O-4O
Floor 3-4
3 Bedroom & 3 Bathroom
1268 sf Interior

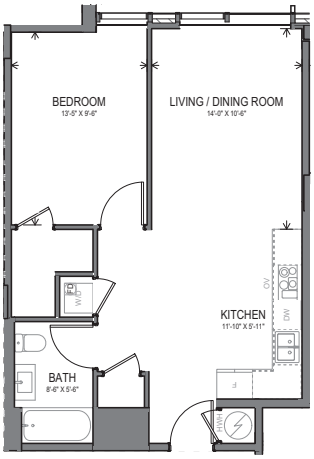
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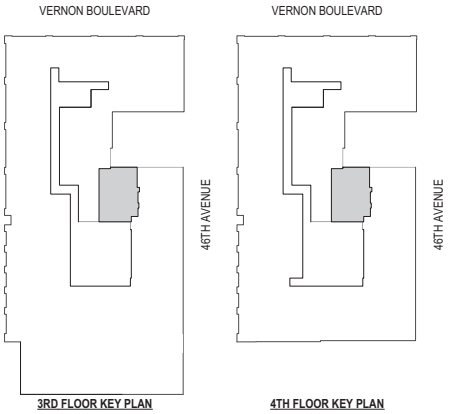
45-40 VERNON BLVD
UNIT PLAN

3O,4O

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

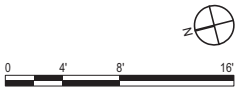


LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3P,4P
Floor 3-4
1 Bedroom & 1 Bathroom
621 sf Interior

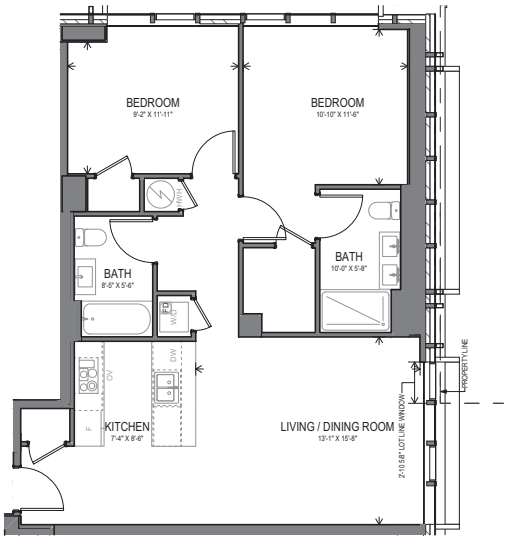
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45-40 VERNON BLVD
UNIT PLAN

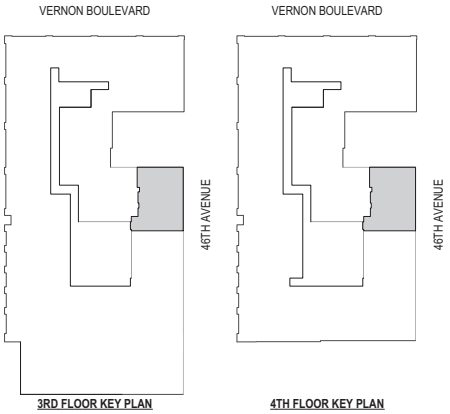
3P,4P

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



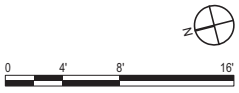
LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



3RD FLOOR KEY PLAN

4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 3Q,4Q
Floor 3-4
2 Bedroom & 2 Bathroom
973 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

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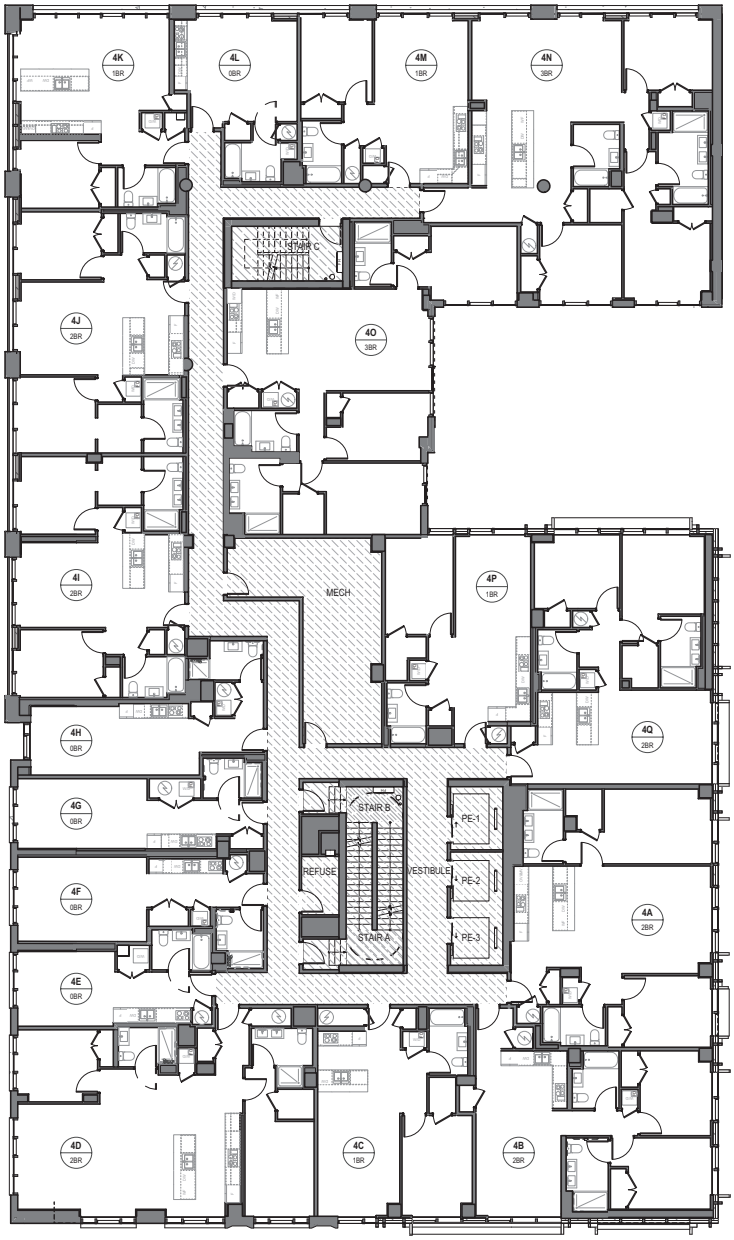
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45-40 VERNON BLVD
UNIT PLAN

3Q,4Q

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

N

0 8' 16' 32'

45-40 VERNON BLVD
Fourth Floor
19 Residential Units
1 Mechanical Area

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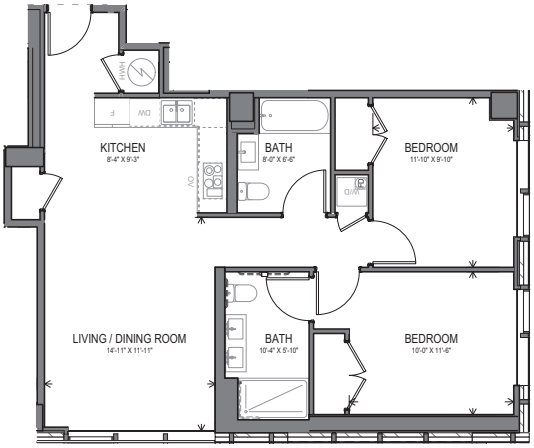
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45-40 VERNON BLVD
FLOOR PLAN

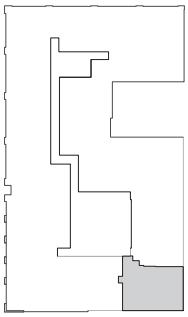
4TH

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



4TH TO 19TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 4B to 19B
Floor 4 to19
2 Bedroom & 2 Bathroom
890 sf Interior

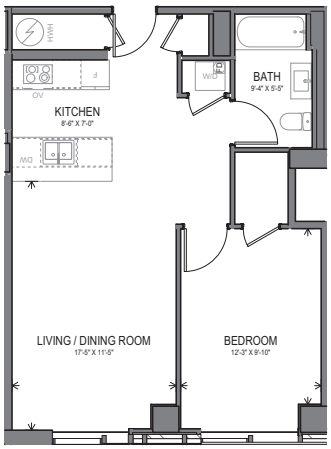
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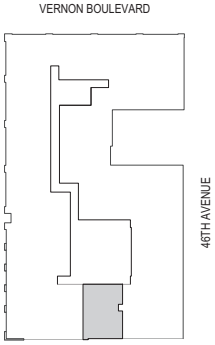
45-40 VERNON BLVD
UNIT PLAN

4B TO 19B

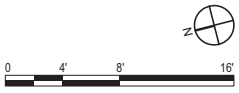
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
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RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



4TH TO 19TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 4C, 6C to 19C
Floor 4, 6 to 19
1 Bedroom & 1 Bathroom
666 sf Interior

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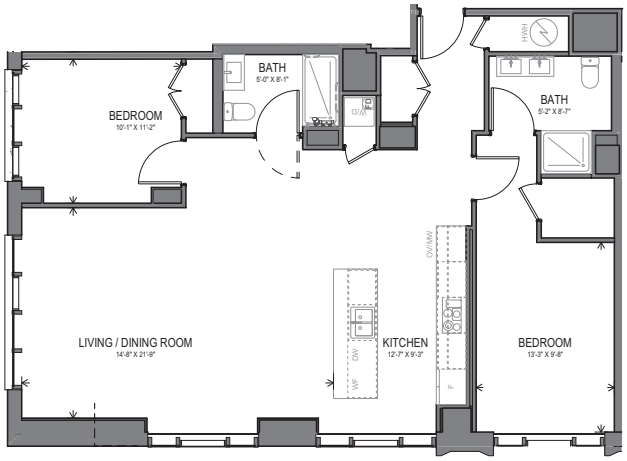
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45-40 VERNON BLVD
UNIT PLAN

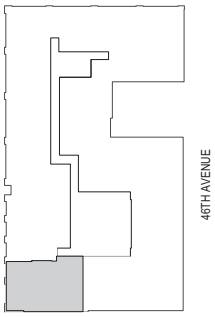
4C, 6C TO 19C

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



4TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 4D
Floor 4
2 Bedroom & 2 Bathroom
1221 sf Interior

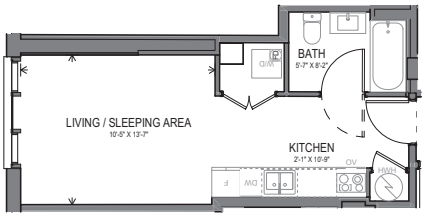
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45-40 VERNON BLVD
UNIT PLAN

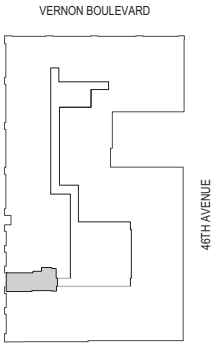
4D

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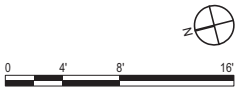


LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 4E
Floor 4
1 Studio & 1 Bathroom
350 sf Interior

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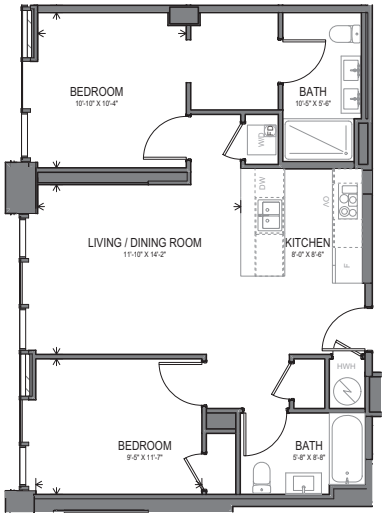
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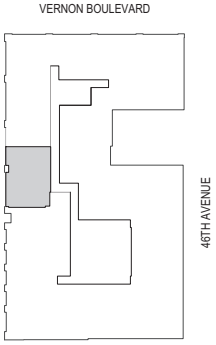
45-40 VERNON BLVD
UNIT PLAN

4E

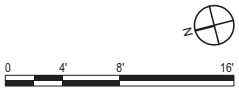
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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 4I
Floor 4
2 Bedroom & 2 Bathroom
850 sf Interior

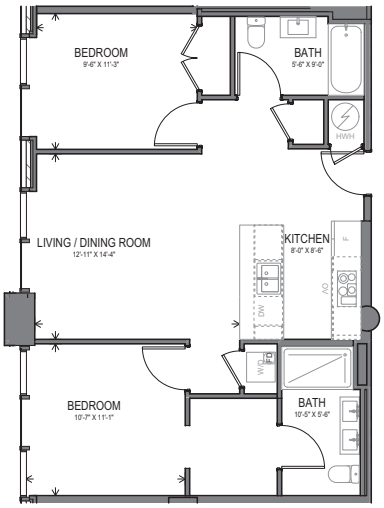
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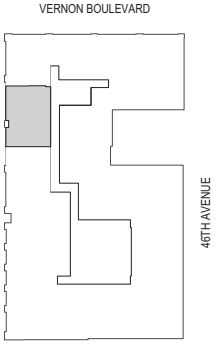
45-40 VERNON BLVD
UNIT PLAN

4I

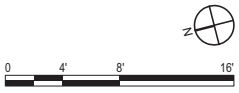
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



4TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 4J
Floor 4
2 Bedroom & 2 Bathroom
852 sf Interior

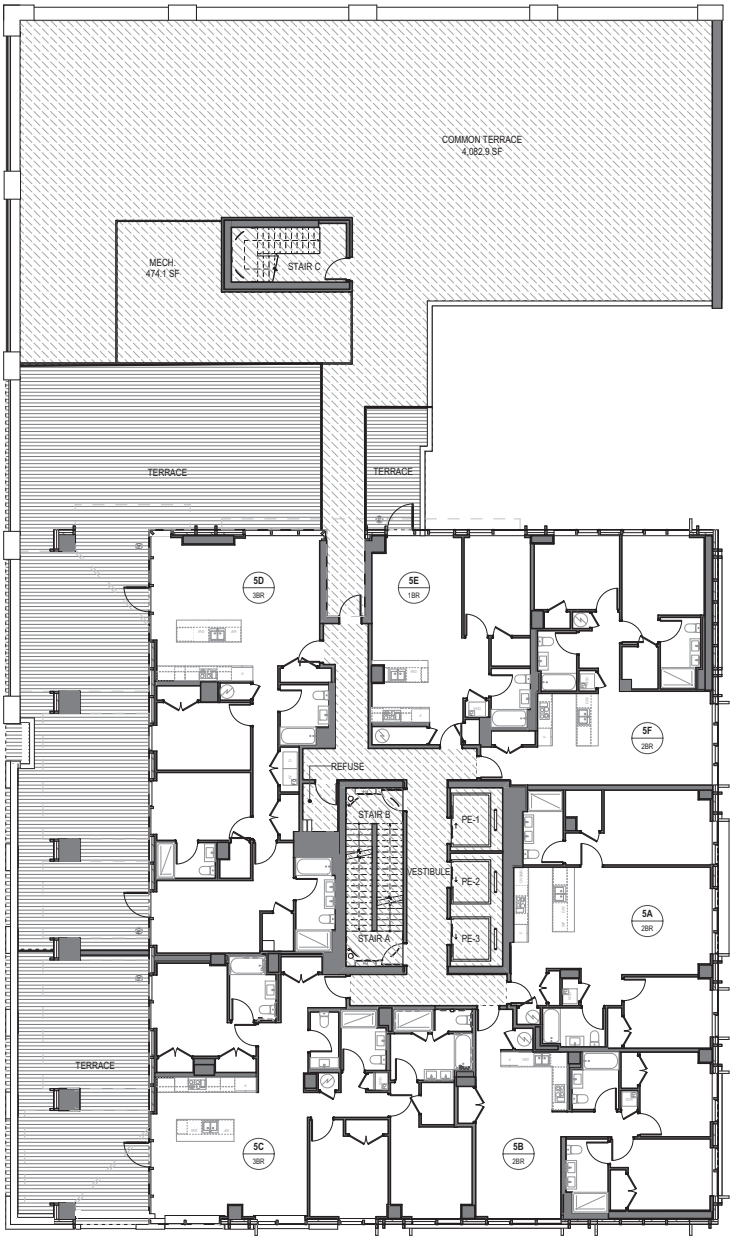
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45-40 VERNON BLVD
UNIT PLAN

4J

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

N

0 8' 16' 32'

45-40 VERNON BLVD
Fifth Floor
6 Residential Units
3 Private Terraces
1 Mechanical Area, 1 Common terrace

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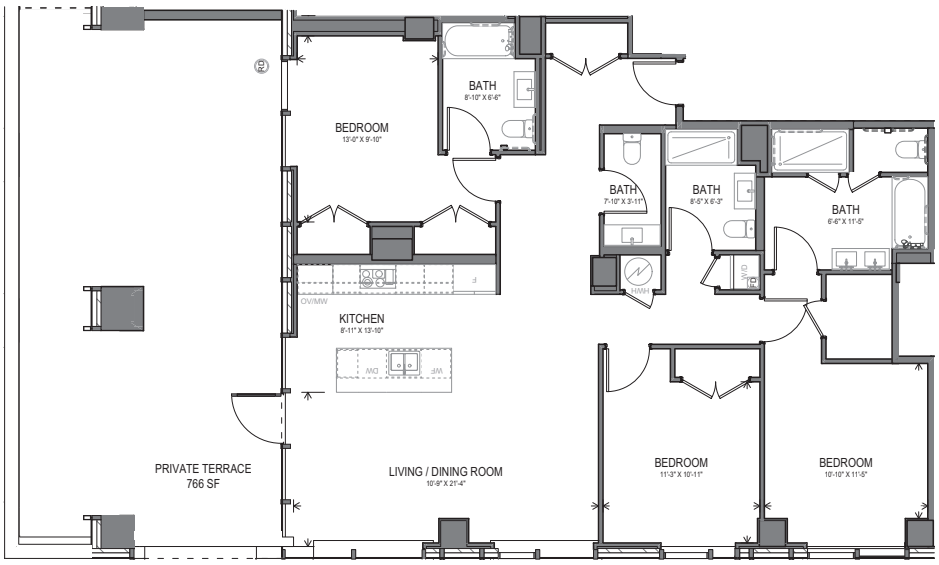
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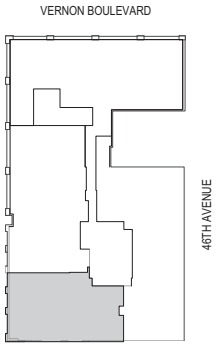
45-40 VERNON BLVD
5TH FLOOR PLAN

5TH

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



5TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 5C
Floor 5
3 Bedroom & 3 Bathroom
1574 sf Interior
1 Private Terrace, 766 sf Exterior

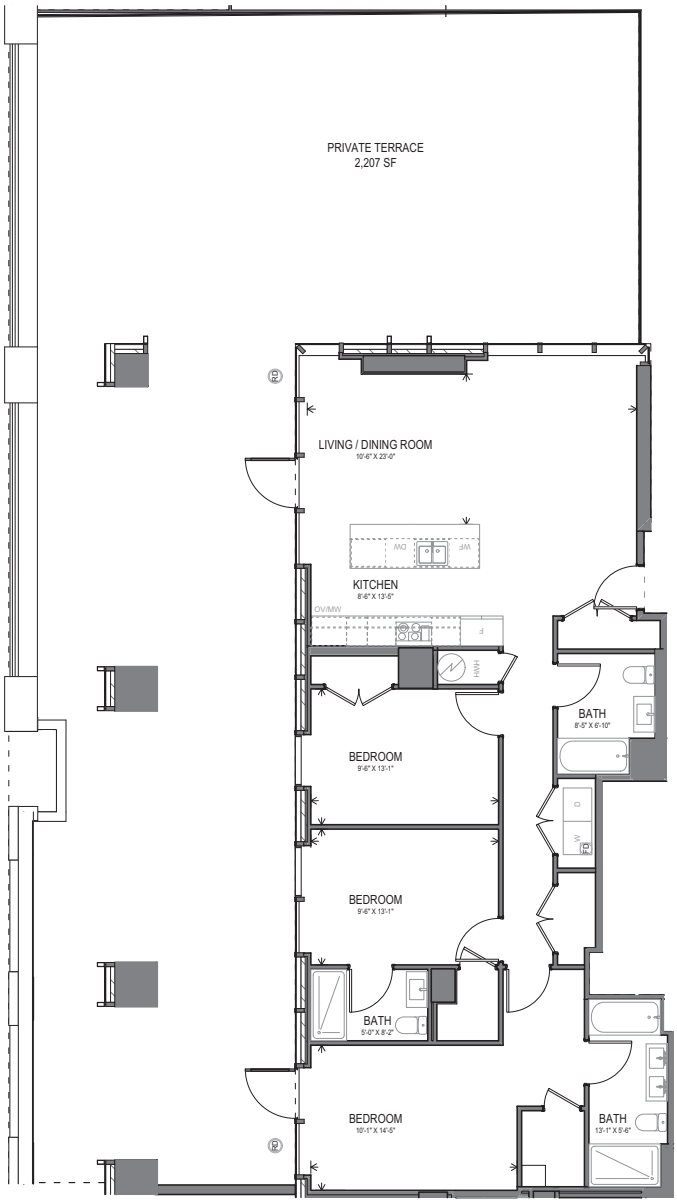
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45-40 VERNON BLVD
UNIT PLAN

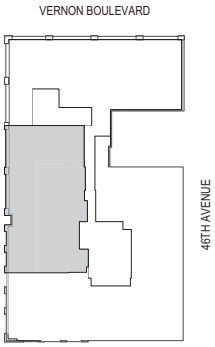
5C

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



5TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 5D
Floor 5
3 Bedroom & 3 Bathroom
1476 sf Interior
1 Private Terrace, 2207 sf Exterior

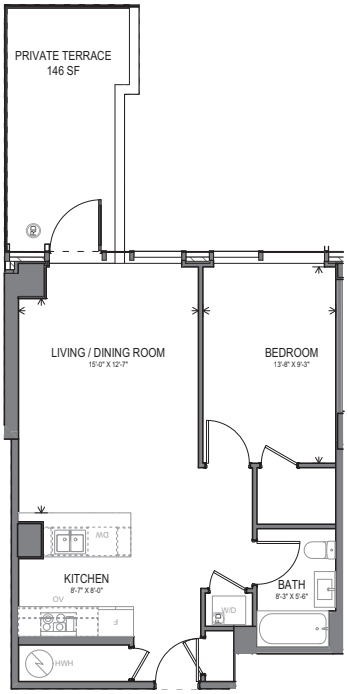
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45-40 VERNON BLVD
UNIT PLAN

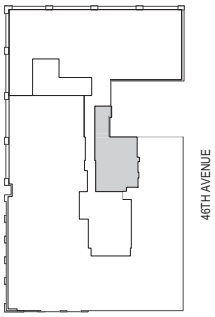
5D

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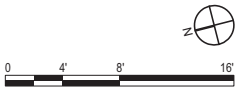


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



5TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 5E
Floor 5
1 Bedroom & 1 Bathroom
688 sf Interior
1 Private Terrace, 146 sf Exterior

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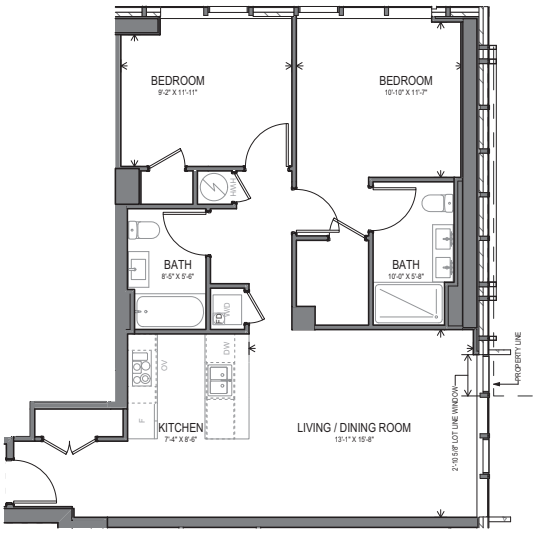
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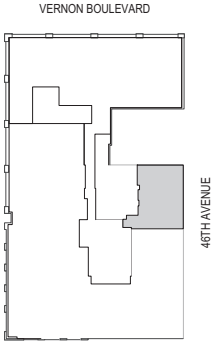
45-40 VERNON BLVD
UNIT PLAN

5E

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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



5TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 5F
Floor 5
2 Bedroom & 2 Bathroom
1002 sf Interior

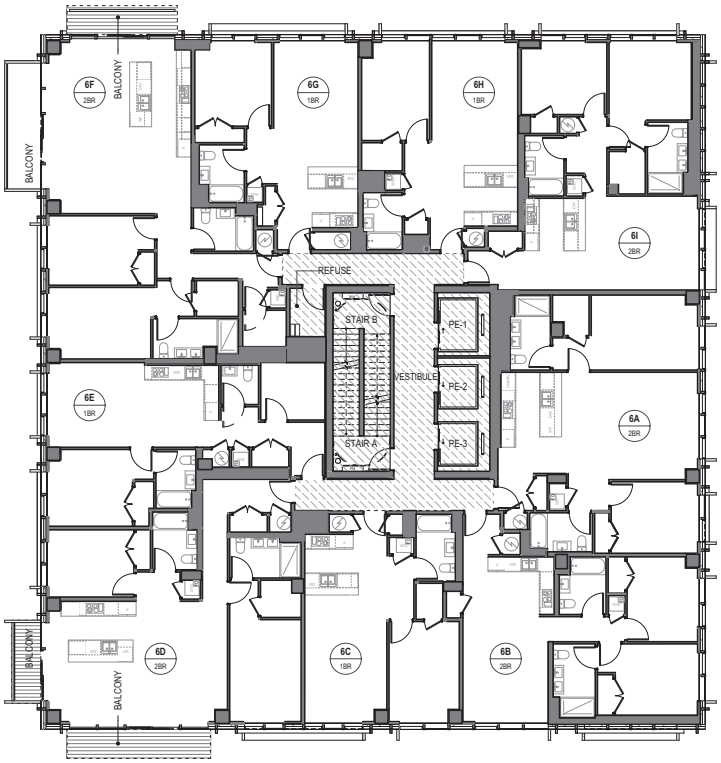
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45-40 VERNON BLVD
UNIT PLAN

5F

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LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Sixth Floor
8 Residential Units
4 Balconies

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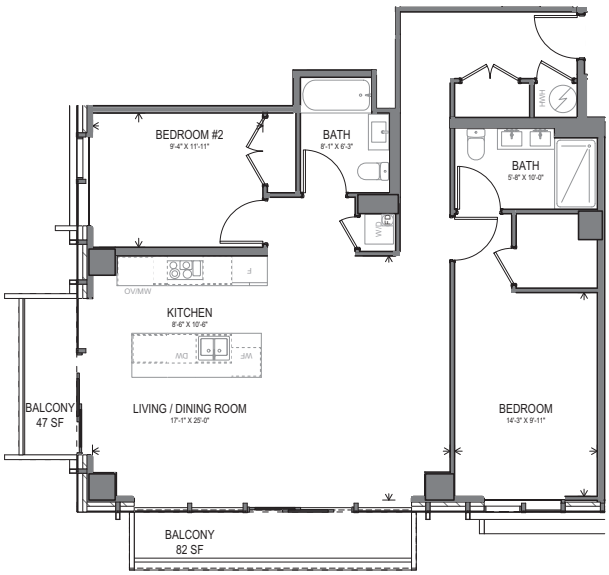
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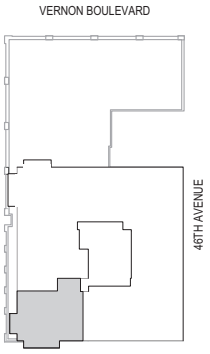
45-40 VERNON BLVD
6TH FLOOR PLAN

6TH

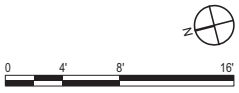
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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



6TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 6D
Floor 6
2 Bedroom & 2 Bathroom
1149 sf Interior
2 Balcony, 129 sf Exterior

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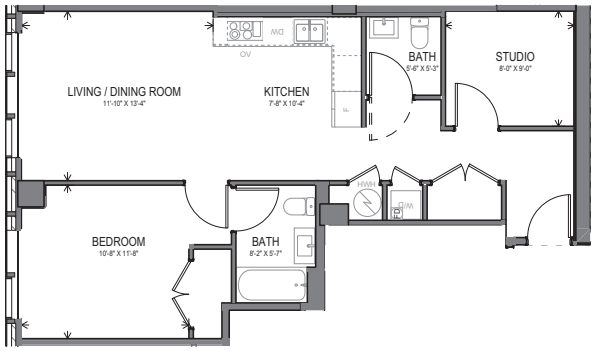
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45-40 VERNON BLVD
UNIT PLAN

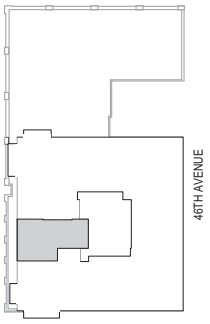
6D

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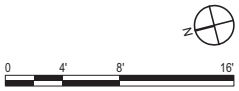


LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



6TH TO 19TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 6E to 19E
Floor 6 to 19
1 Bedroom & 2 Bathroom
809 sf Interior

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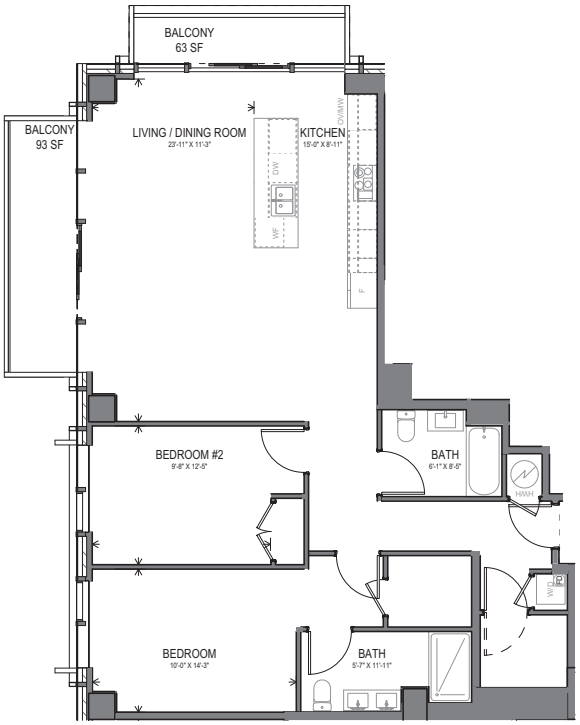
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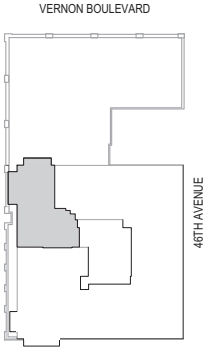
45-40 VERNON BLVD
UNIT PLAN

6E TO 19E

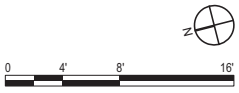
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LEGEND	
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RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



6TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 6F
Floor 6
2 Bedroom & 2 Bathroom
1234 sf Interior
1 Balcony, 156 sf Exterior

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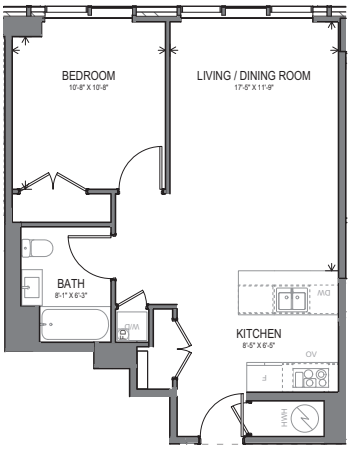
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45-40 VERNON BLVD
UNIT PLAN

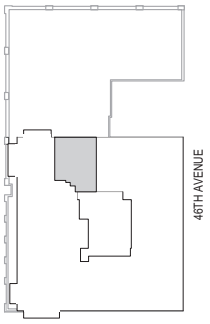
6F

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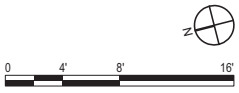


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



6TH TO 19TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 6G to 19G
Floor 6 to 19
1 Bedroom & 1 Bathroom
649 sf Interior

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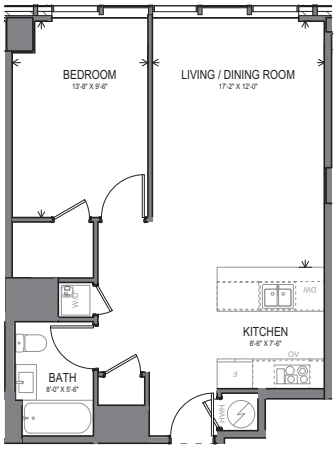
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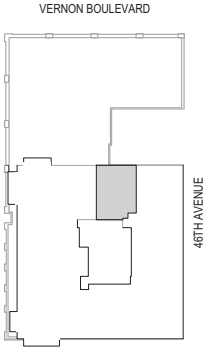
45-40 VERNON BLVD
UNIT PLAN

6G TO 19G

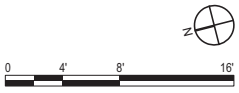
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



6TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 6H to 19H
Floor 6 to 19
1 Bedroom & 1 Bathroom
669 sf Interior

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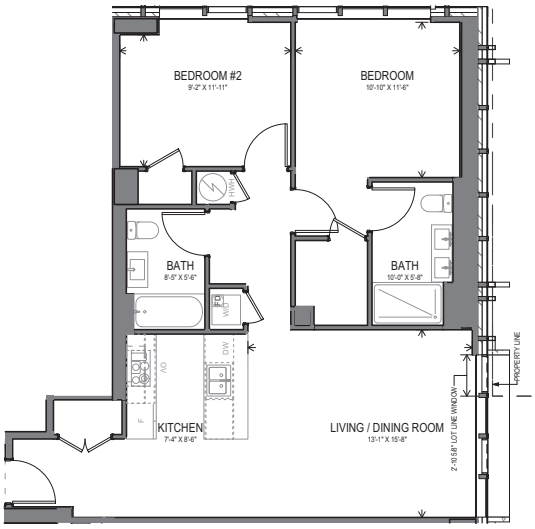
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45-40 VERNON BLVD
UNIT PLAN

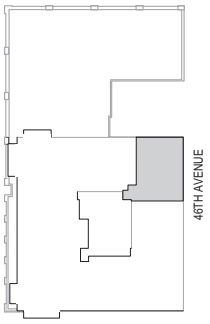
6H TO 19H

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



6TH TO 19TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit 6I to 19I
Floor 6 to19
2 Bedroom & 2 Bathroom
998 sf Interior

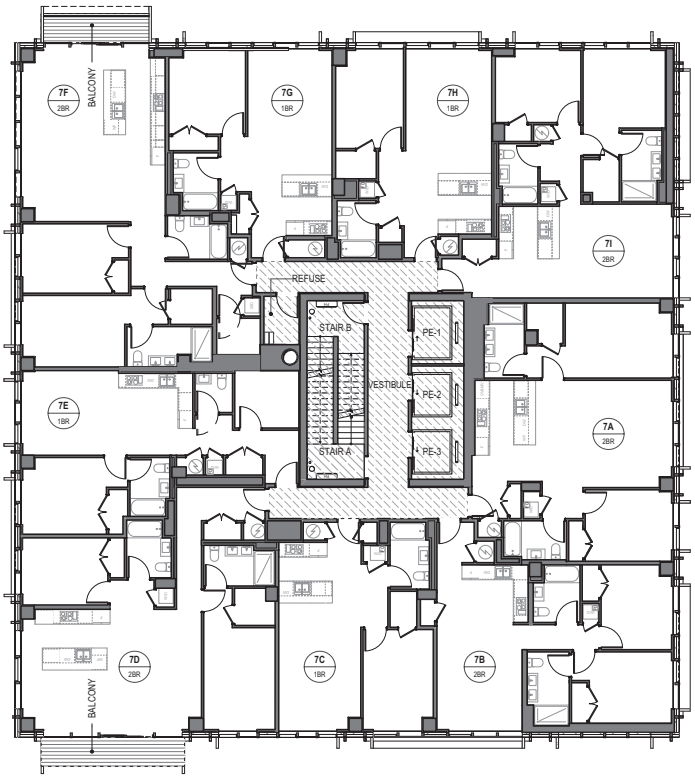
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45-40 VERNON BLVD
UNIT PLAN

6I TO 19I

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LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Seventh Floor
Eleventh Floor
Fifteenth Floor
8 Residential Units
2 Balconies

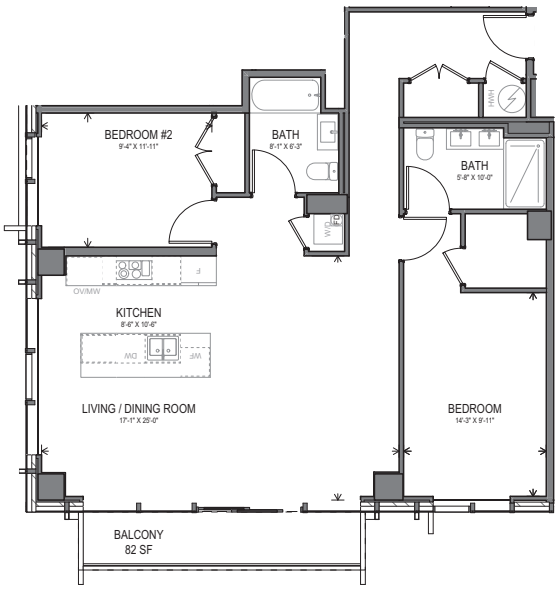
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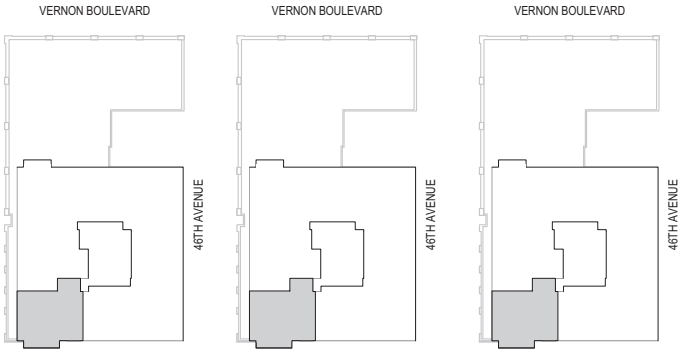
45-40 VERNON BLVD
7TH FLOOR PLAN

7TH,11TH,15TH

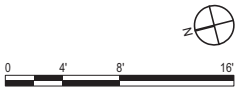
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



7TH FLOOR KEY PLAN | 11TH FLOOR KEY PLAN | 15TH FLOOR KEY PLAN



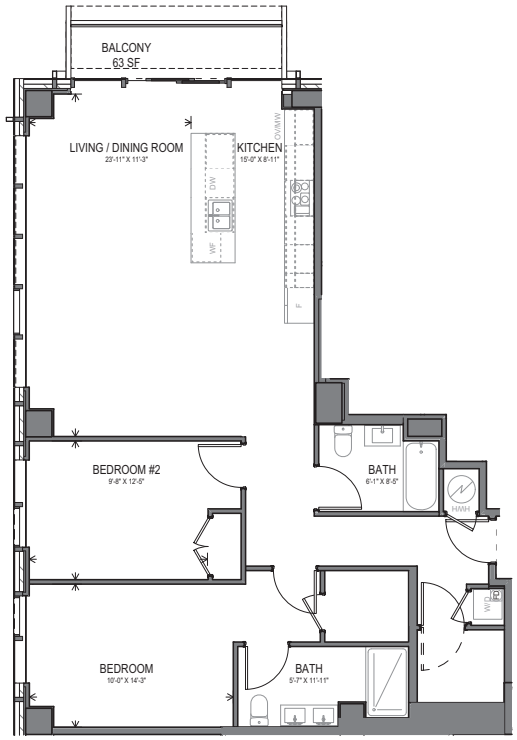
45-40 VERNON BLVD
Unit 7D,11D,15D
Floor 7-11-15
2 Bedroom & 2 Bathroom
1149 sf Interior
1 Balcony, 82 sf Exterior

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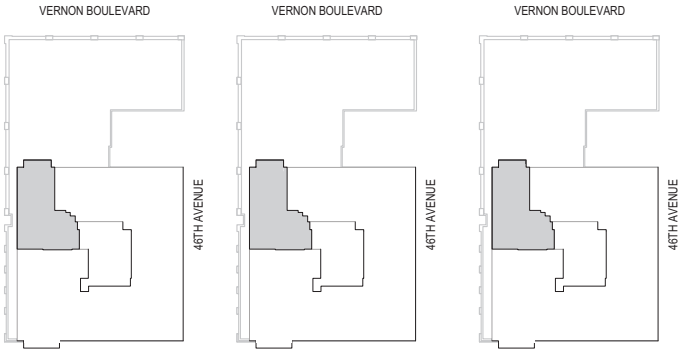
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45-40 VERNON BLVD
UNIT PLAN

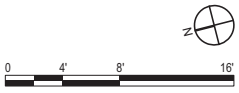
7D,11D,15D
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



7TH FLOOR KEY PLAN | 11TH FLOOR KEY PLAN | 15TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 7F,11F,15F
Floor 7-11-15
2 Bedroom & 2 Bathroom
1234 sf Interior
1 Balcony, 63 sf Exterior

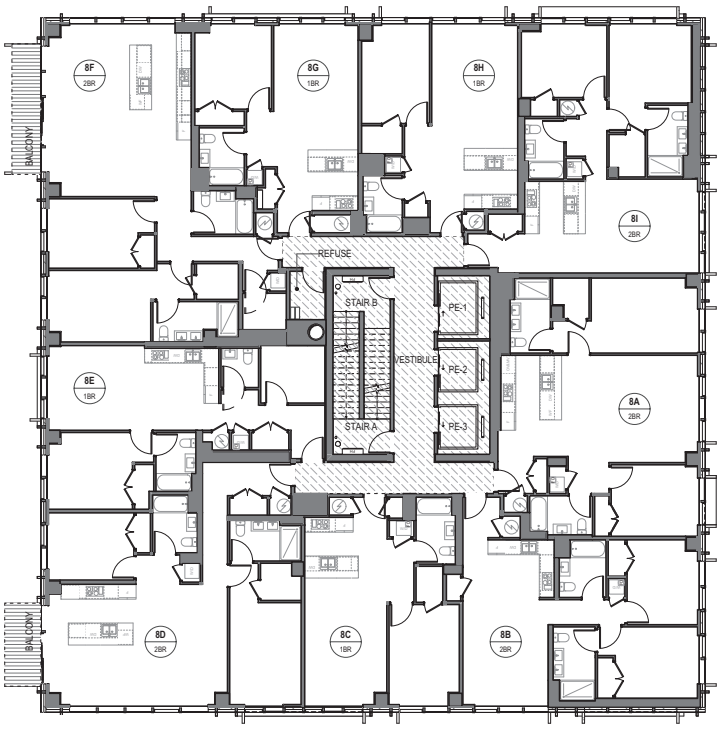
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45-40 VERNON BLVD
UNIT PLAN

7F,11F,15F

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LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Eighth Floor
Twelfth Floor
Sixteenth Floor
6 Residential Units
2 Balconies

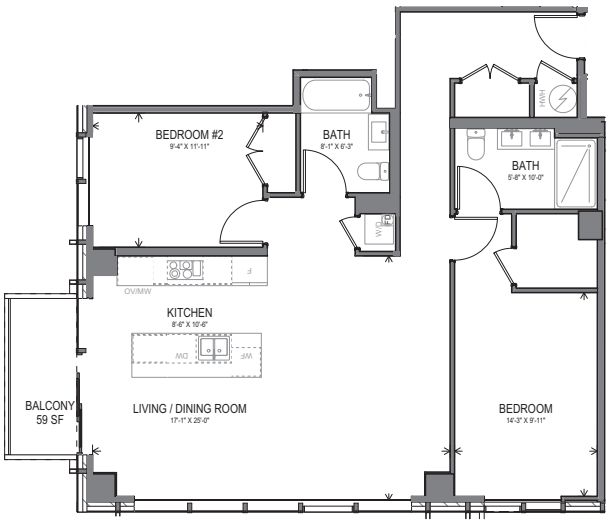
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45-40 VERNON BLVD
8TH FLOOR PLAN

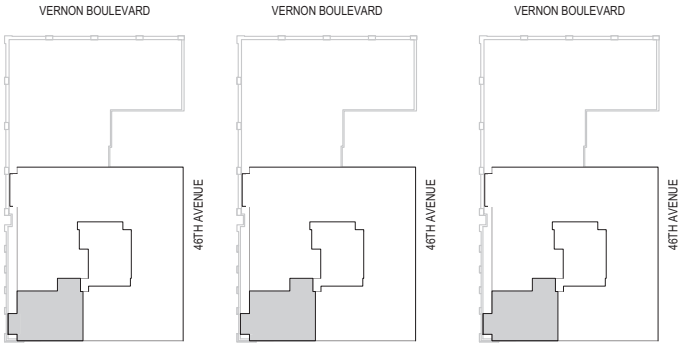
8TH,12TH

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



8TH FLOOR KEY PLAN **12TH FLOOR KEY PLAN** **16TH FLOOR KEY PLAN**

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 8D,12D,16D
Floor 8-12-16
2 Bedroom & 2 Bathroom
1149 sf Interior
1 Balcony, 59 sf Exterior

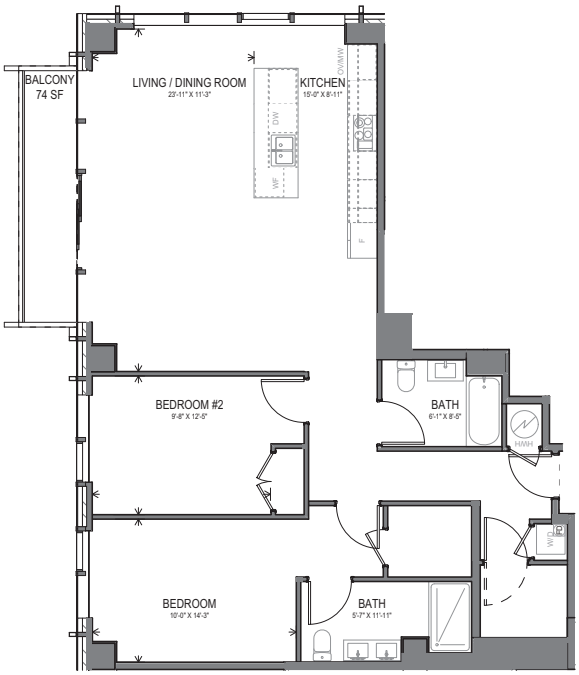
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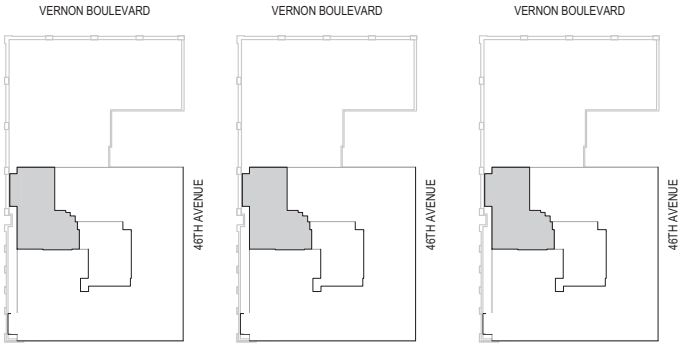
45-40 VERNON BLVD
UNIT PLAN

8D,12D

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



8TH FLOOR KEY PLAN | **12TH FLOOR KEY PLAN** | **16TH FLOOR KEY PLAN**

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 8F,12F,16F
Floor 8-12-16
2 Bedroom & 2 Bathroom
1234 sf Interior
1 Balcony, 74 sf Exterior

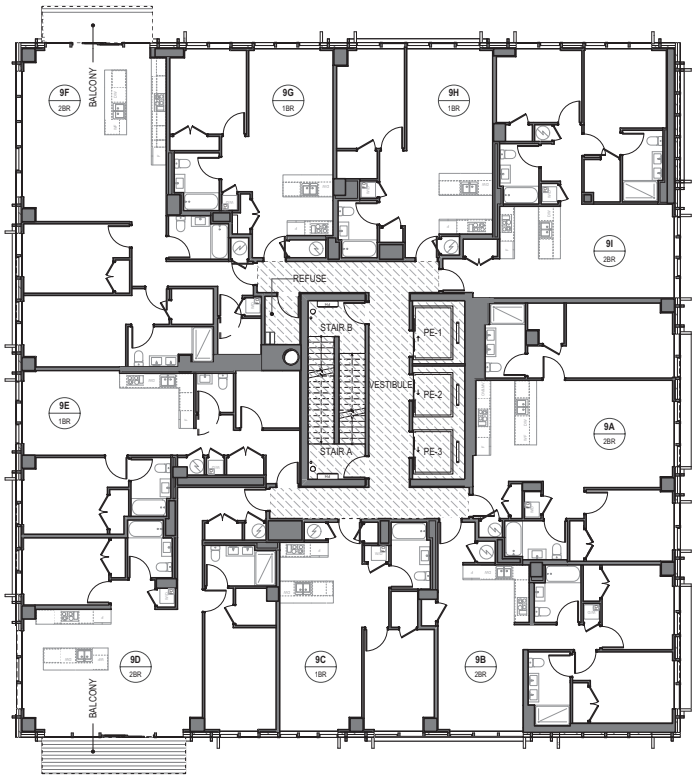
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45-40 VERNON BLVD
UNIT PLAN

8F,12F

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LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Ninth Floor
Thirteenth Floor
Sixteenth Floor
8 Residential Units
2 Balconies

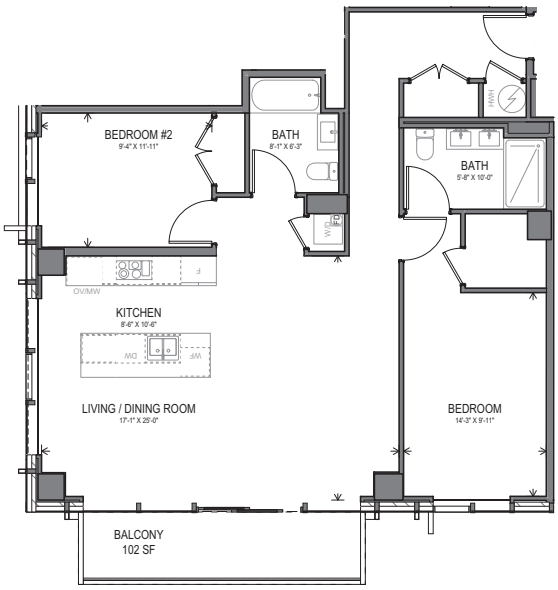
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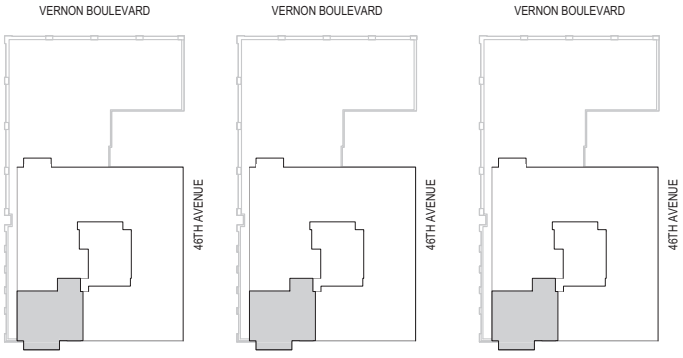
45-40 VERNON BLVD
9TH FLOOR PLAN

9TH,13TH,17TH

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



9TH FLOOR KEY PLAN | **13TH FLOOR KEY PLAN** | **17TH FLOOR KEY PLAN**

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 9D,13D,17D
Floor 9-13-17
2 Bedroom & 2 Bathroom
1149 sf Interior
1 Balcony, 102 sf Exterior

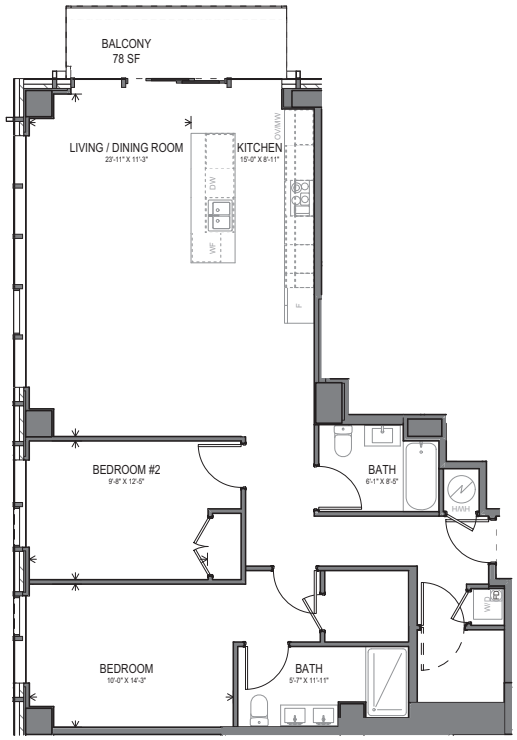
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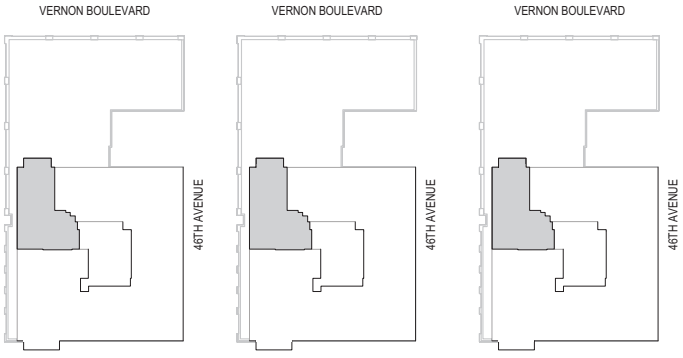
45-40 VERNON BLVD
UNIT PLAN

9D,13D,17D

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



9TH FLOOR KEY PLAN | 13TH FLOOR KEY PLAN | 17TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 9F,13F,17F
Floor 9-13-17
2 Bedroom & 2 Bathroom
1234 sf Interior
1 Balcony, 78 sf Exterior

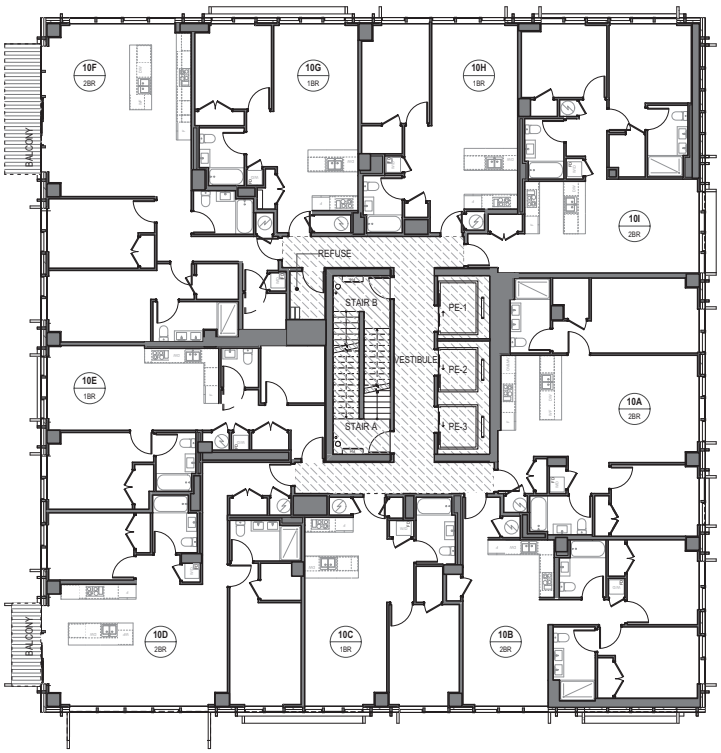
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45-40 VERNON BLVD
UNIT PLAN

9F,13F,17F

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LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Tenth Floor
Fourteenth Floor
Eighteenth Floor
8 Residential Units
2 Balconies

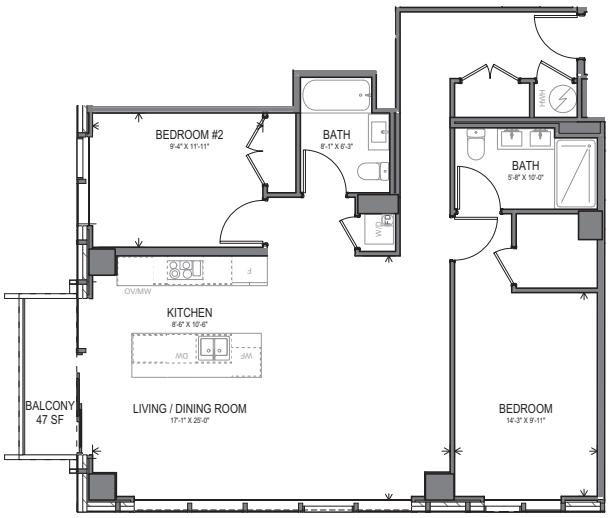
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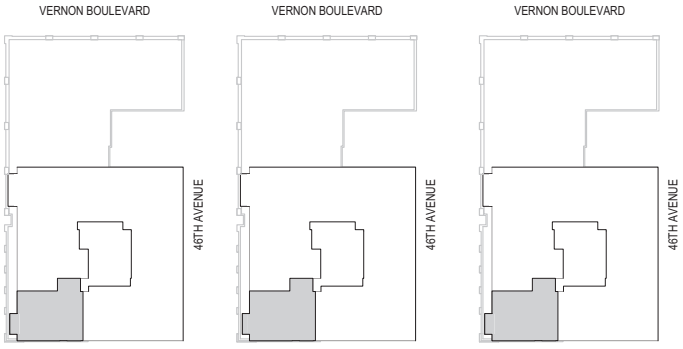
45-40 VERNON BLVD
10TH FLOOR PLAN

10TH,14TH,18TH

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



10TH FLOOR KEY PLAN | 14TH FLOOR KEY PLAN | 18TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 10D,14D,18D
Floor 10-14-18
2 Bedroom & 2 Bathroom
1149 sf Interior
1 Balcony, 47 sf Exterior

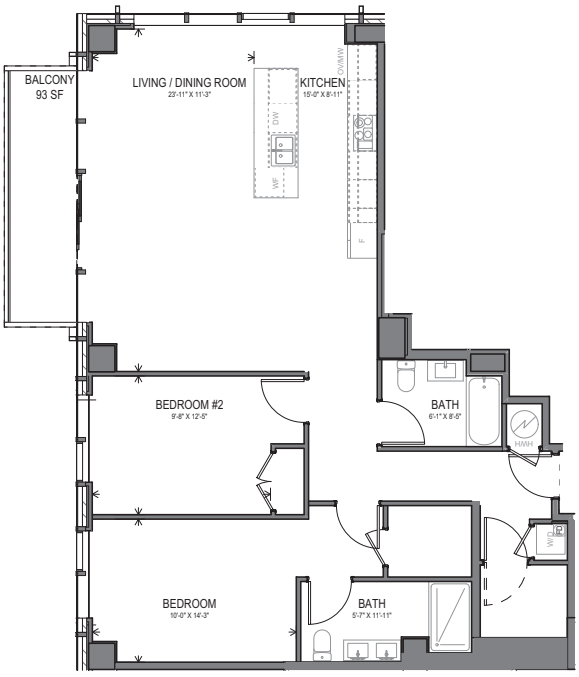
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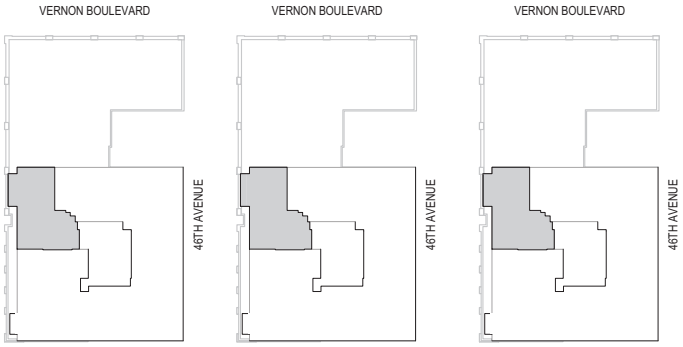
45-40 VERNON BLVD
UNIT PLAN

10D,14D,18D

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



10TH FLOOR KEY PLAN | 14TH FLOOR KEY PLAN | 18TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 10F,14F,18F
Floor 10-14-18
2 Bedroom & 2 Bathroom
1234 sf Interior
1 Balcony, 93 sf Exterior

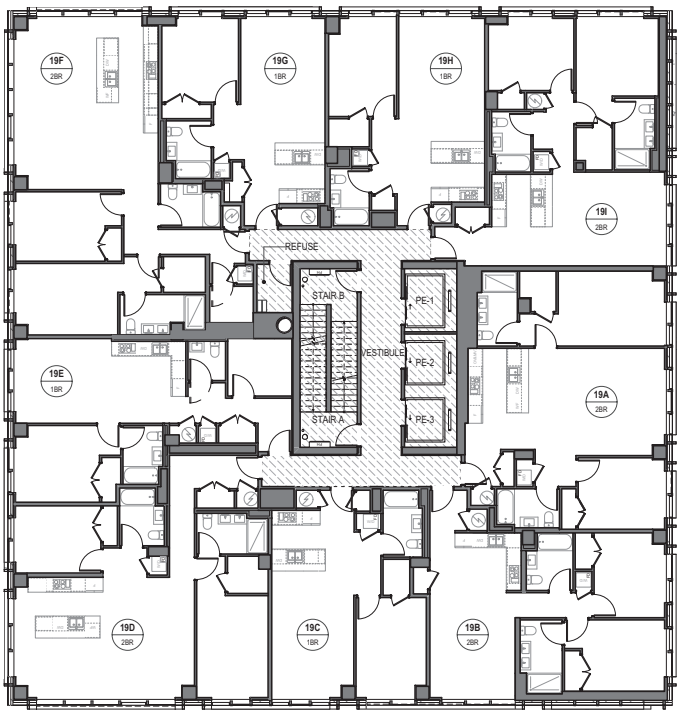
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45-40 VERNON BLVD
UNIT PLAN

10F,14F,18F

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

N

0 8' 16' 32'

45-40 VERNON BLVD
Nineteenth Floor
8 Residential Units

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ARCHIMÆRA ARCHITECTURE PC

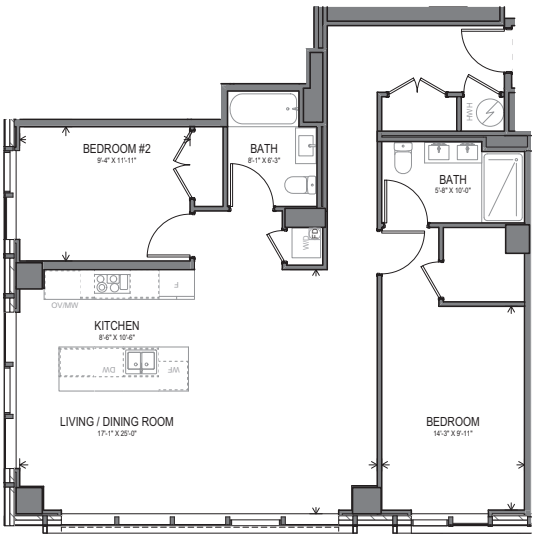
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Bilkhaus ARCHIMAERA - Bilkhaus Software as a Service\2271_VBT_45-40 Vernon Blvd\2301_VBT_DD Model_DOB OBJECTION

45-40 VERNON BLVD
19TH FLOOR PLAN

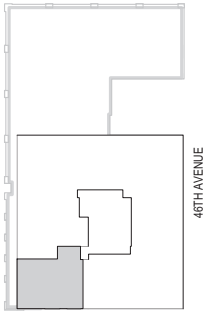
19TH

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



19TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit 19D
Floor 19
2 Bedroom & 2 Bathroom
1149 sf Interior

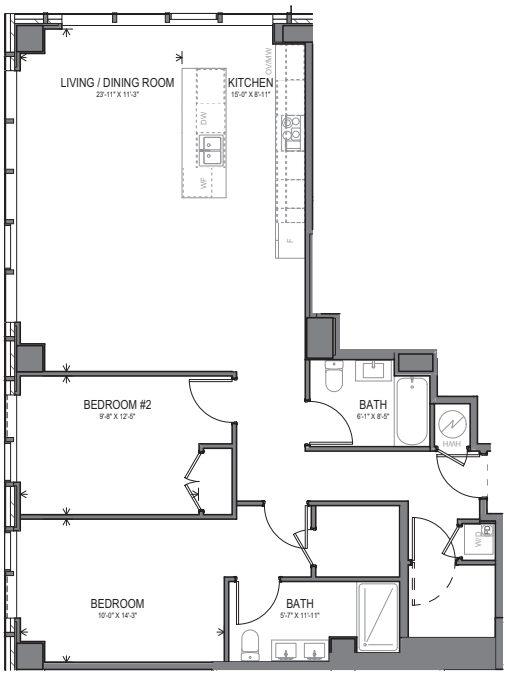
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45-40 VERNON BLVD
UNIT PLAN

19D

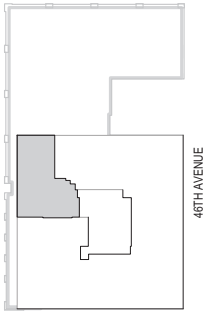
INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



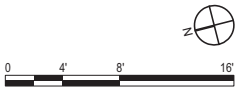
LEGEND

FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



19TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit 19F
Floor 19
2 Bedroom & 2 Bathroom
1234 sf Interior

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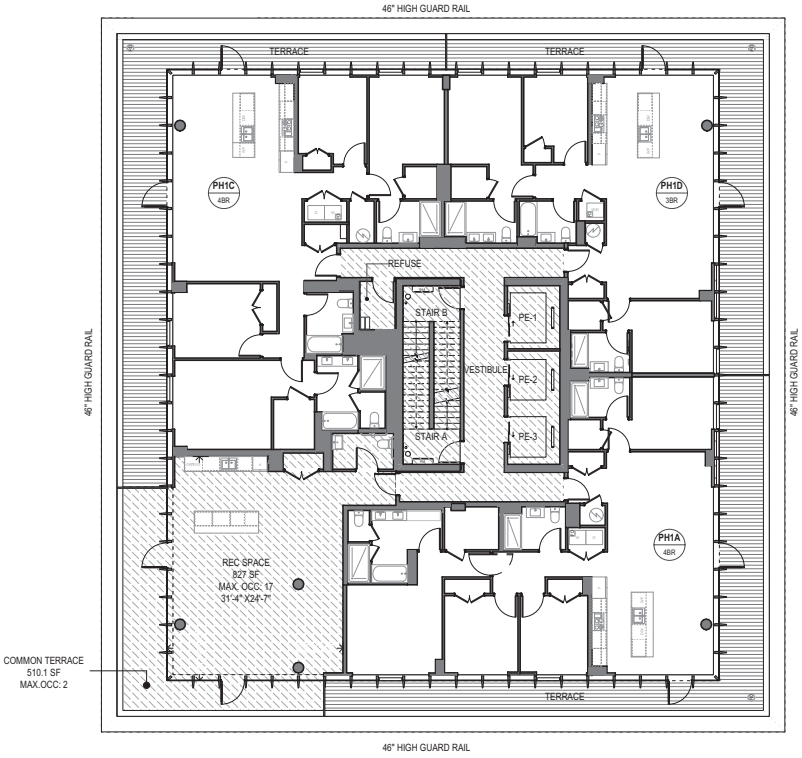
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45-40 VERNON BLVD
UNIT PLAN

19F

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Twentieth Floor
3 Residential Units
3 Private Terraces
1 Rec. Space, 1 Common Terrace

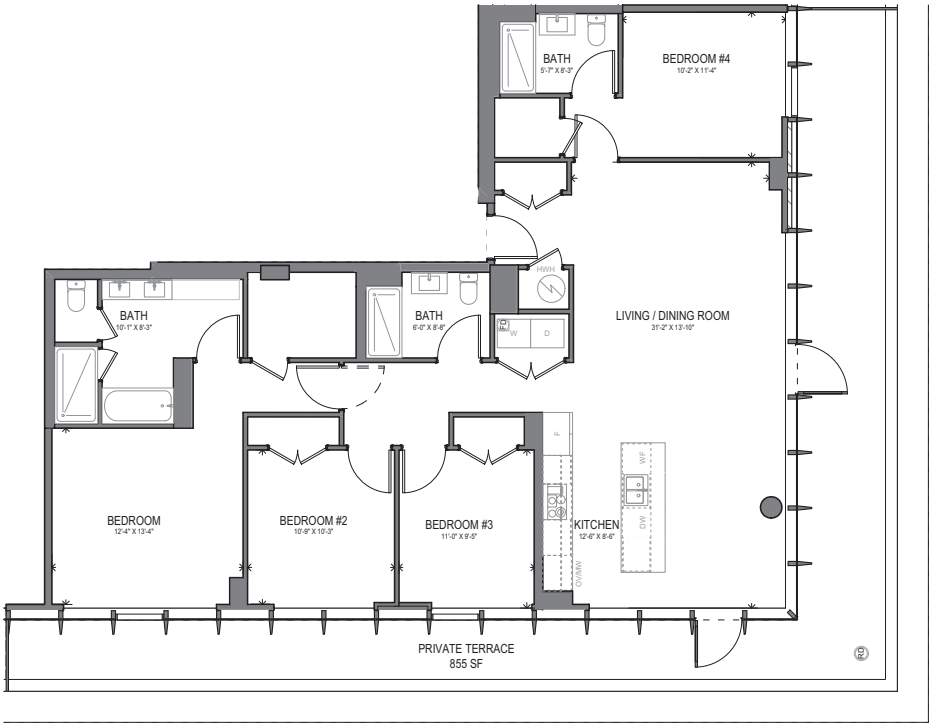
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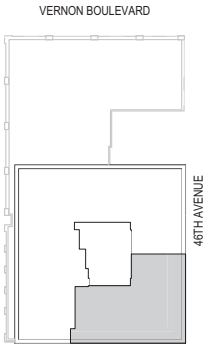
45-40 VERNON BLVD
20TH FLOOR PLAN

20TH

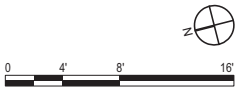
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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



20TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit PH1A
Floor 20
4 Bedroom & 3 Bathroom
1709 sf Interior
1 Private Terrace, 855 sf Exterior

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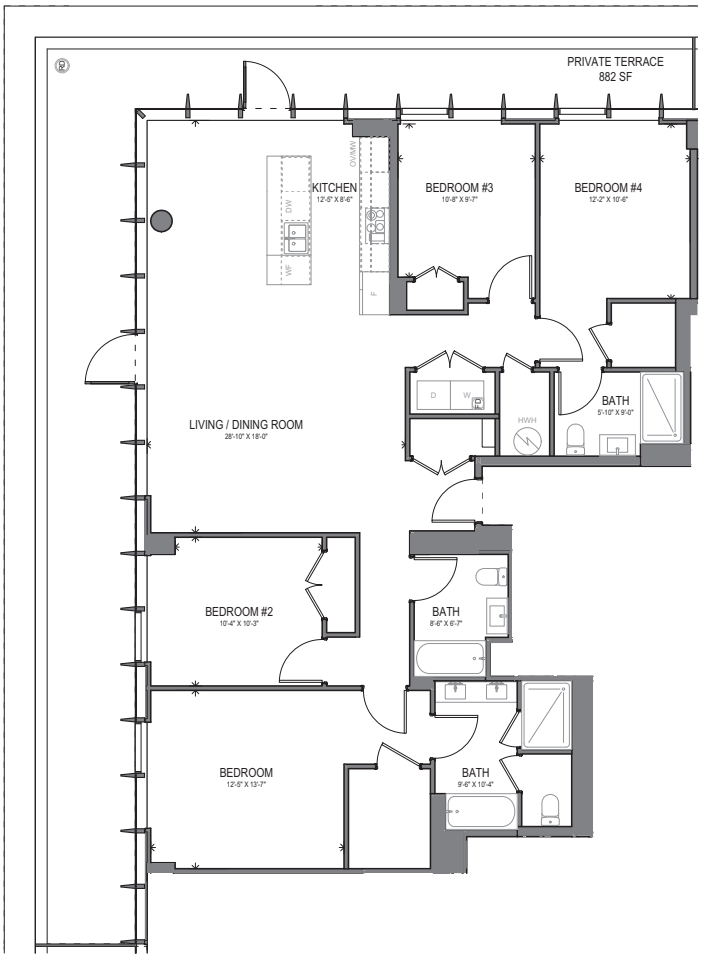
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45-40 VERNON BLVD
UNIT PLAN

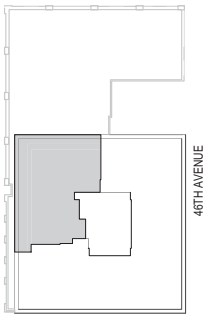
PH1A

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



20TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit PH1C
Floor 20
4 Bedroom & 3 Bathroom
1759 sf Interior
1 Private Terrace, 882 sf Exterior

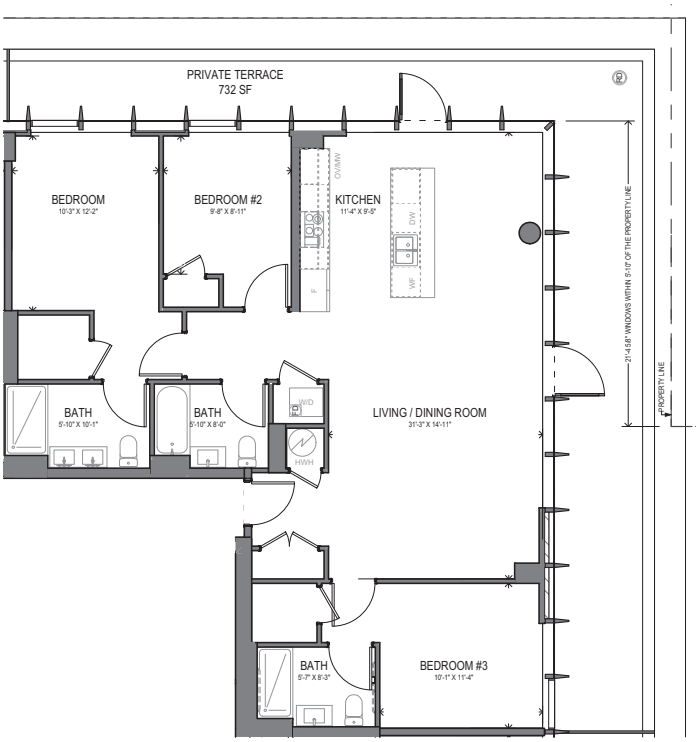
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45-40 VERNON BLVD
UNIT PLAN

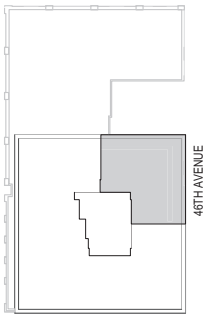
PH1C

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



20TH FLOOR KEY PLAN

N

0 4' 8' 16'

45-40 VERNON BLVD
Unit PH1D
Floor 20
3 Bedroom & 3 Bathroom
1358 sf Interior
1 Private Terrace, 732 sf Exterior

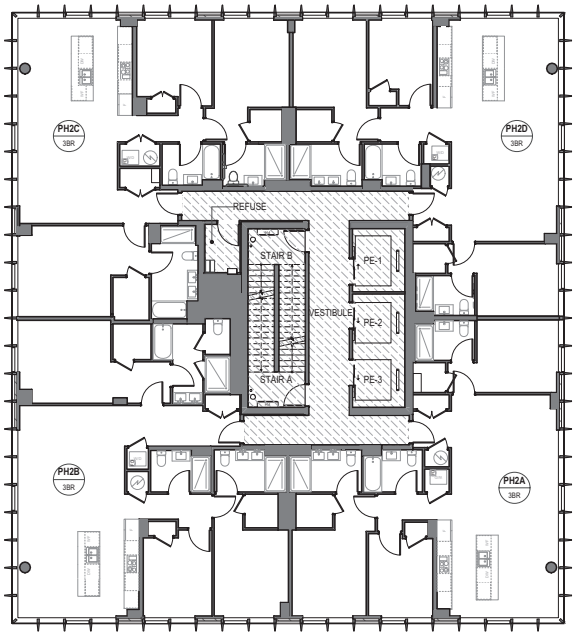
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45-40 VERNON BLVD
UNIT PLAN

PH1D

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND
RESIDETIAL COMMON ELEMENTS
GENERAL COMMON ELEMENTS
LIMITED COMMON ELEMENTS
FD FLOOR DRAIN
RD ROOF DRAIN
RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Twenty-First Floor
4 Residential Units

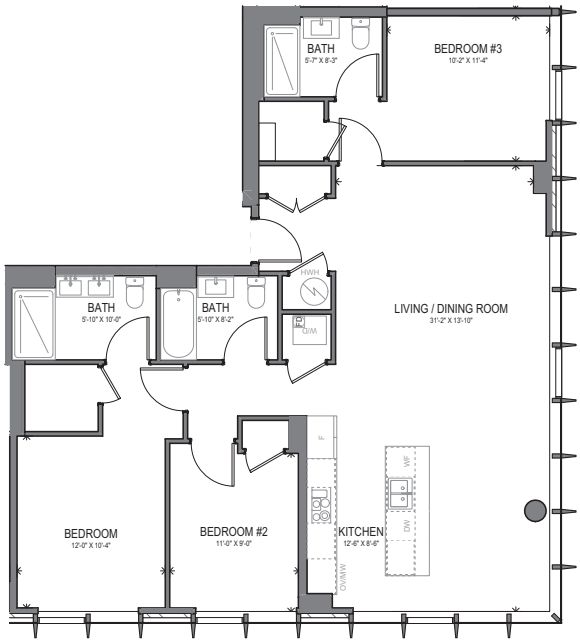
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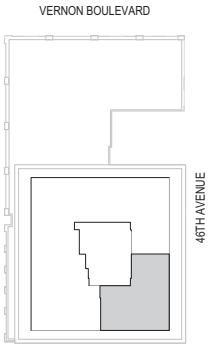
45-40 VERNON BLVD
21TH FLOOR PLAN

21TH

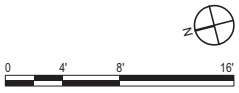
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LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



21TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit PH2A
Floor 21
3 Bedroom & 3 Bathroom
1360 sf Interior

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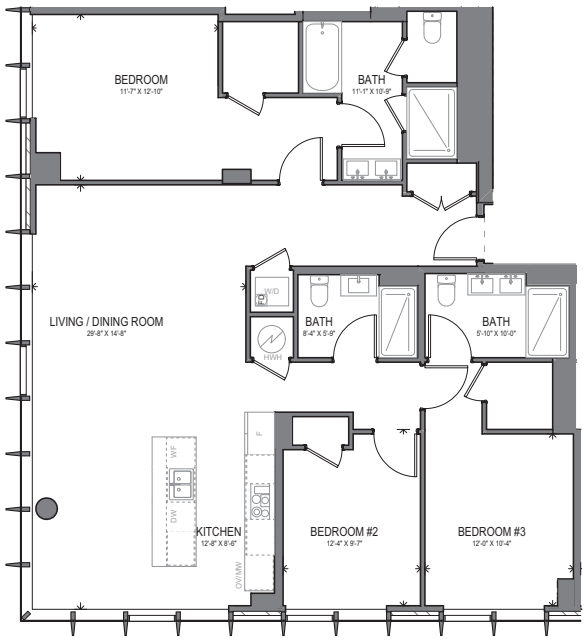
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45-40 VERNON BLVD
UNIT PLAN

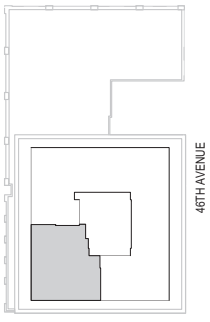
PH2A

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



21TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit PH2B
Floor 21
3 Bedroom & 3 Bathroom
1527 sf Interior

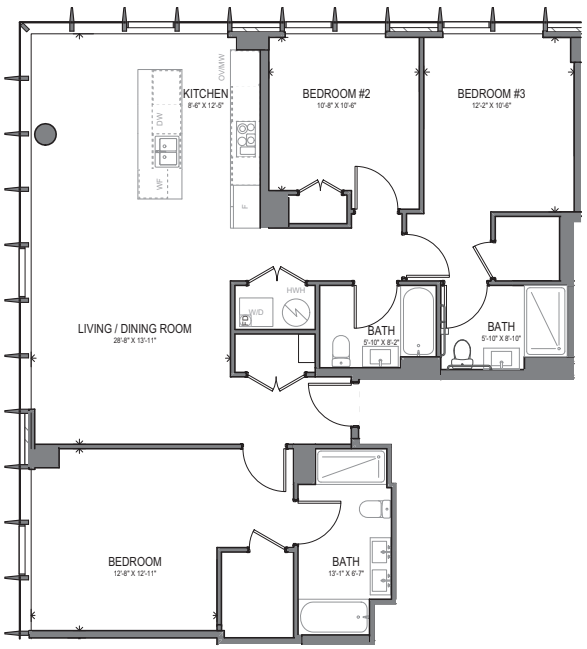
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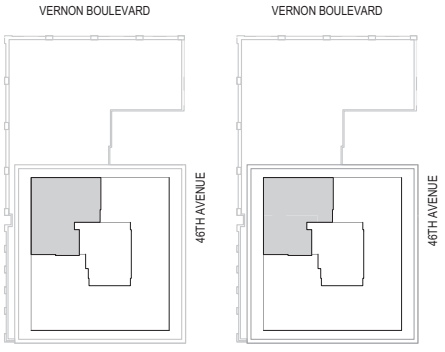
45-40 VERNON BLVD
UNIT PLAN

PH2B

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

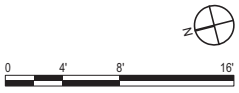


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



21TH FLOOR KEY PLAN

22TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit PH2C,PH3C
Floor 21-22
3 Bedroom & 3 Bathroom
1443 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

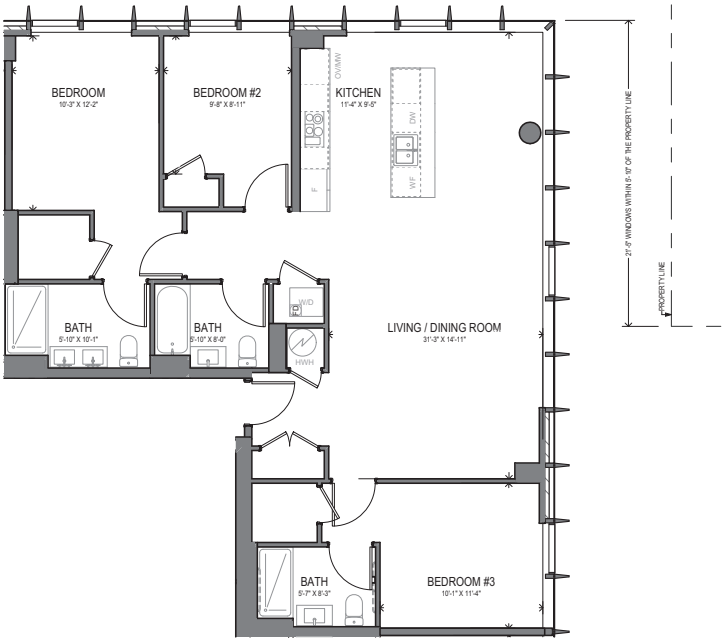
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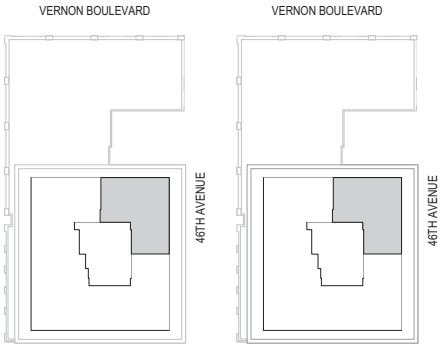
45-40 VERNON BLVD
UNIT PLAN

PH2C,PH3C

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

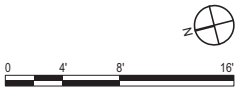


LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK



21TH FLOOR KEY PLAN

22TH FLOOR KEY PLAN



45-40 VERNON BLVD
Unit PH2D,PH3D
Floor 21-22
3 Bedroom & 3 Bathroom
1359 sf Interior

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

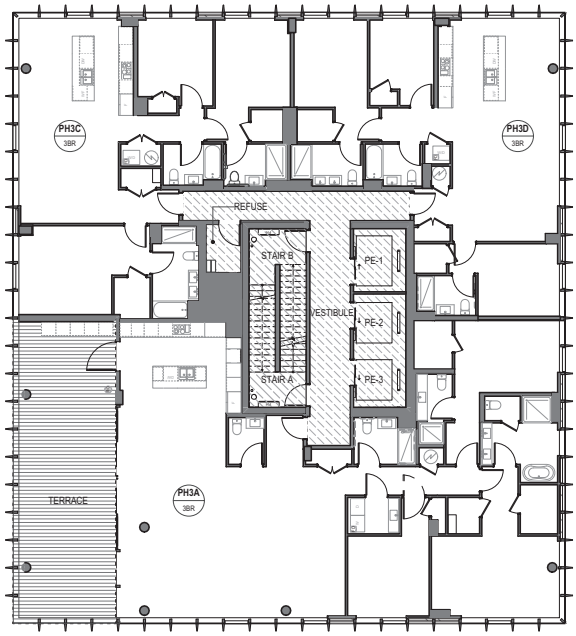
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45-40 VERNON BLVD
UNIT PLAN

PH2D,PH3D

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND
RESIDETIAL COMMON ELEMENTS
GENERAL COMMON ELEMENTS
LIMITED COMMON ELEMENTS
FD FLOOR DRAIN
RD ROOF DRAIN
RD OF ROOF DRAIN & OVERFLOW DRAIN

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N

0 8' 16' 32'

45-40 VERNON BLVD
Twenty-Second Floor
3 Residential Units
1 Private Terraces

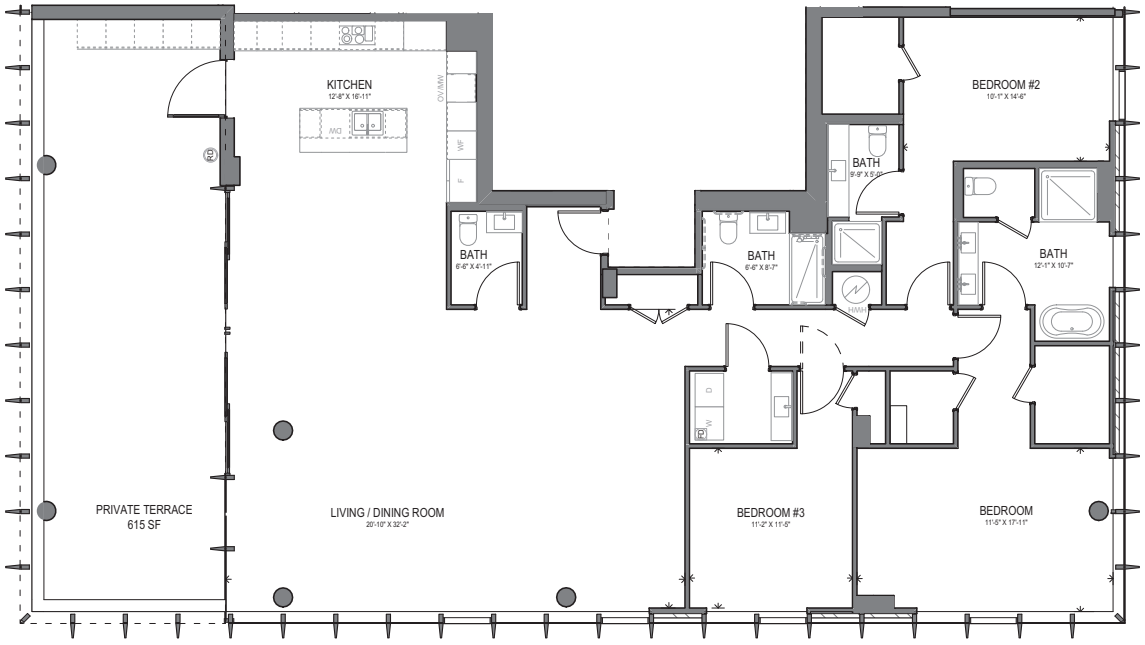
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45-40 VERNON BLVD
22ND FLOOR PLAN

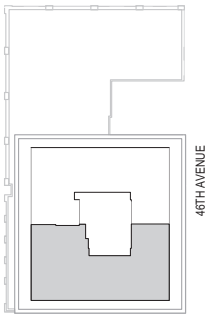
22ND

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND	
FD	FLOOR DRAIN
RD	ROOF DRAIN
RD/OF	ROOF DRAIN & OVERFLOW DRAIN
OV	OVEN
MW	MICROWAVE
F	FRIDGE
HWH	HOT WATER HEATER
W/D	WASHER / DRYER
W	WASHER
D	DRYER
DW	DISHWASHER
WF	WINE FRIDGE
	RANGE
	SINK

VERNON BOULEVARD



22TH FLOOR KEY PLAN

0 4' 8' 16'

45-40 VERNON BLVD
Unit PH3A
Floor 22
3 Bedroom & 4 Bathroom
2381 sf Interior
1 Private Terrace, 615 sf Exterior

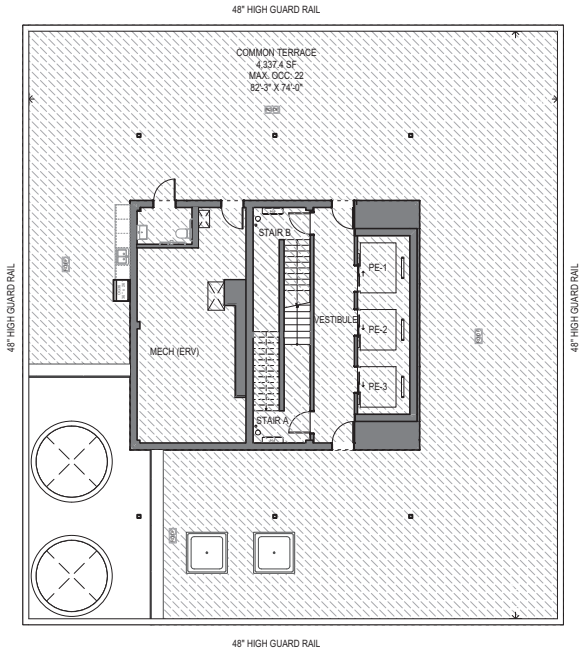
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45-40 VERNON BLVD
UNIT PLAN

PH3A

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025



LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

N

0 8' 16' 32'

45-40 VERNON BLVD
Roof
1 Common Terrace
Utilities

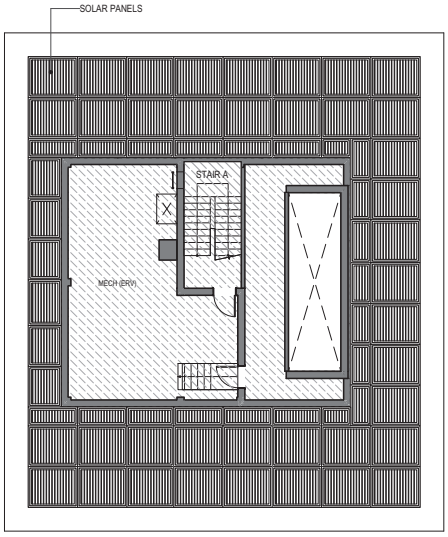
ARCHIMÆRA ARCHITECTURE PC

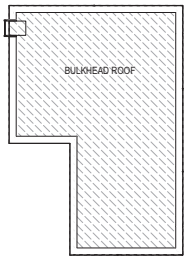
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SUBMITTED DATE : 11/28/2023

45-40 VERNON BLVD
ROOF PLAN

RF

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025





LEGEND

- RESIDETIAL COMMON ELEMENTS
- GENERAL COMMON ELEMENTS
- LIMITED COMMON ELEMENTS
- FD FLOOR DRAIN
- RD ROOF DRAIN
- RD OF ROOF DRAIN & OVERFLOW DRAIN

Disclosure: All dimensions and square footages are approximate and subject to normal construction variances and tolerances. Square footages exceed usable floor area. Plans and dimensions may contain minor variations from floor to floor. Sponsor reserves the right to make changes in accordance with the offering plan, as amended. References to floor numbers are to marketing floor numbers. The point at which room dimension are taken are reflected by arrows.

N

0 8' 16' 32'

45-40 VERNON BLVD
Mech. Bulkhead
1 Mechanical Roof,Elevator Machine Room,
Solar Panels.

ARCHIMÆRA ARCHITECTURE PC

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SUBMITTED DATE : 11/28/2023

45-40 VERNON BLVD
MECHANICAL BULKHEAD PLAN

MECH. BULK.

INITIAL SUBMISSION: 19/05/2025 | REVISION A: 03/10/2025

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP OF PREMISES LOCATED AT 45-40 VERNON BOULEVARD, IN THE BOROUGH OF QUEENS, QUEENS COUNTY, CITY AND STATE OF NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

NAME: PARAGON CONDOMINIUM

DECLARANT:

ZDJ VERNON LLC
60 Cutter Mill Road, Suite 405
Great Neck, NY 11021

DATE OF DECLARATION: _____, 20___

The Land affected by the within instrument lies in Block 26, F/K/A Lot 4, N/K/A Lots _____ on the Tax Map of the Borough of Queens, Queens County, State of New York.

MARANS NEWMAN TSOLIS & NAZINITSKY LLC
Attorney(s) for Sponsor
29 Broadway Suite 2400
New York, New York 10006

DECLARATION OF PARAGON CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the Borough of Queens, Queens County, and City and State of New York on this _____ day of _____ 20___, ZDJ VERNON LLC (the "Declarant"), a limited liability company organized under the laws of the State of New York, whose office is situated at 60 Cutter Mill Road, Suite 405, Great Neck, NY 11021 does hereby declare as follows:

ARTICLE 1 SUBMISSION OF PROPERTY

1.1. Submission of Property. Declarant hereby submits the Land and the Building (each as hereinafter defined), and all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as the "Paragon Condominium" (the "Condominium").

1.2. The Land. Included in the Property described above is all Declarant's fee interest in that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in Queens County, City and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof.

1.3. Condominium By-Laws. Annexed to this Declaration as Schedule C and made a part hereof are the by-laws of the entire Condominium which shall govern the general operation, use and occupancy of the entire Condominium (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof and thereof, the "By-Laws").

1.4. Property Subject to Certain Development Rights. The rights and obligations conferred by this Declaration and the By-laws are expressly subject and subordinate to the terms of that certain Restrictive Declaration by Declarant dated as of September 16, 2024 and recorded in the City Register's Office on October 23, 2024 as CRFN 2024000276304 (the " WPAA Restrictive Declaration"). Nothing in the Declaration or the By-Laws is intended to, or shall in any way be construed to, limit, impair, modify, or to permit or effect, or result in a termination of, the terms and conditions contained in the WPAA Restrictive Declaration. Notwithstanding anything to the contrary in this Declaration or the By-Laws, in the event of any inconsistency or conflict between the Declaration and/or By-Laws and the WPAA Restrictive Declaration, the WPAA Restrictive Declaration shall control.

1.5. Development Rights. Any portion of the unused floor area development rights that are now owned, subsequently acquired, or that may become available under the Zoning Resolution of the City of New York (the "Development Rights") shall be owned by the Unit Owner of Unit 3L, but may be utilized by Unit Owner of Unit 3L or any party acquiring the same from the Unit Owner of Unit 3L and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or similar agreement or instrument (a "ZLDA"). If a ZLDA is a condition precedent to

increasing Development Rights, the Unit Owner of Unit 3L (including their successors or assignees) may enter into a ZLDA without the consent of the Board of Managers or Unit Owners to increase Development Rights.

1.5.1. The Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys Development Rights shall have the right to amend the Declaration and any ZLDA that exists pertaining to the Building, in order to convey Development Rights. The Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys the Development Rights shall have the right to complete, file, and record all documents without the consent of the Unit Owners or the Board of Managers or any parties in interest to the Common Elements. The Unit Owners, the Board of Managers and/or any parties in interest to the Common Elements shall be deemed to have consented to the transfer of Development Rights and shall execute any documents evidencing said consent as are reasonably requested by the Unit Owner of Unit 3L or any entity to whom the Unit Owner of Unit 3L conveys the Development Rights.

1.6. Defined Terms: Conflicting Provisions. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the By-Laws. In the event of a conflict between the terms and provisions of this Declaration and the terms and provisions of the By-Laws, the terms and provisions of this Declaration shall in all events govern.

ARTICLE 2 DEFINITIONS

Affiliate: with respect to any person or entity, means a person or entity which directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with, such person or entity. For purposes hereof, the term "control" (including the related terms "controlled by" and "under common control with") mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity (whether through the ownership of voting securities or other ownership interest, by contract or otherwise); and the ownership, either directly or indirectly, of at least fifty-one percent (51%) of the legal or beneficial interest in such entity.

Alterations: Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans.

Board of Managers: The governing body of the Condominium.

Budget Allocations: The allocation of Common Expenses among the Unit Owners set forth in Schedule D to the Declaration.

Building: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

By-Laws (including all amendments thereto): One of the documents governing the operation of the Condominium, the form of which is annexed hereto as Exhibit C.

Cause: (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers.

City Register's Office: Office of the City Register of The City of New York.

Common Charges: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

Common Elements: The Land, all parts of the Building other than the Units, including the foundation, roof and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, including any reserve established in anticipation of the aforesaid costs and expenses.

Common Interest: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

Condominium: The Units and Common Elements comprising the Property to be called Paragon Condominium.

Condominium Act: Article 9-B of the New York State Real Property Law.

Control Period: Declarant reserves the right to designate all members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to purchasers pursuant to an offering plan filed with the New York State Department of Law; or (b) five (5) years after the date the first Residential Unit has been conveyed to a purchaser pursuant to an offering plan filed with the New York State Department of Law.

Declarant: ZDJ VERNON LLC, their successors, assigns, and/or designees, including any persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably in this Declaration.

Declaration (including all amendments thereto): The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

Department of Buildings: The Department of Buildings of the City of New York.

Department of Law: The New York State Department of Law.

Insurance Trustee: A bank or trust company in the State of New York from time to time appointed

to serve as such by the Board of Managers. The Sponsor's Mortgagee shall serve as the initial Insurance Trustee for so long as Sponsor's Mortgagee shall have a lien against one or more Unsold Units held by Declarant.

Limited Common Elements: Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

Non-Residential Common Element: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of Non-Residential Unit Owners. Upon recording of this Declaration, no Non-Residential Common Elements exist; a subdivision of a Non-Residential Unit may create Non-Residential Common Elements in the future.

Non-Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Non-Residential Unit Owner in the Common Elements. The total of all Non-Residential Common Interest percentages appurtenant to all Non-Residential Units equals to 100%.

Non-Residential Unit: Any Unit not designated for residential use in the Floor Plans such as (but not limited to) Community Facility Units or Commercial Units.

Non-Residential Unit Owner: An owner of a Non-Residential Unit.

Permitted Mortgage: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, and any loan provided to Sponsor and/or Declarant including any mezzanine finance loan or preferred equity loan.

Permitted Mortgagee: The holder of a Permitted Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders such as Sponsor's Mortgagee, its successors, assigns and/or affiliates.

Plans and Specifications (also referred to as "Plans"): The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Declaration.

Property: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.
Residential Common Elements: Those portions of the Common Elements intended to be devoted to the common use and enjoyment of the Residential Unit Owners.

Residential Common Expenses: All costs and expenses to be incurred generally by Residential Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or

improvement to, the Residential Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital and replacements to the Residential Common Elements.

Residential Common Interest: The proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals to 100%.

Residential Unit: Any areas of the Building designated as such on the Floor Plans, and intended to be used for residential purposes, together with its percentage of Common Interest.

Residential Unit Owner: The owner of a Residential Unit.

Rules and Regulations: The rules and regulations of the Condominium made in accordance with the By-Laws. The rules and regulations, which will apply unless and until amended by the Board of Managers, are set forth as an addendum to the By-Laws.

Sponsor: The person, partnership, joint venture, corporation, company, trust, association or other entity which is offering the Units in this Condominium to the public at the given time in question.

Sponsor's Mortgagee: Any Permitted Mortgagee holding a Permitted Mortgage encumbering Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant. For the avoidance of doubt, the construction lender shall be deemed to be Sponsor's Mortgagee.

Successor Sponsor: An Affiliate of Sponsor, a designee or assignee of Sponsor, or a purchaser of 10 units or 20 percent of the total number of Units in the Condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of their immediate family. A Successor Sponsor has the same rights and obligations of a Sponsor, but only in relationship to the Units which such Successor Sponsor owns. Successor Sponsors have the same right to assign or designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights and obligations and any such assignee or designee shall also be deemed a Successor Sponsor.

Tax Lot Drawings (also referred to as "Floor Plans"): Tax lot drawings filed simultaneously with the recording of this Declaration in the City Register's Office, which drawings set forth a description of the Building, and stating the number of stories, the number of Units and their layout, and the Common Elements, and any amendments thereto.

Unit: a part of the Property intended for any type of use or uses, and with an exit to a public street or highway or to Common Elements leading to a public street or highway, and may include such appurtenances as garage and other parking space, storage room, balcony, terrace and patio. Each Unit is designated by number, letter or combination thereof or other official designations conforming to the tax lot number designating the Unit in the Declaration and on the Floor Plans.

Unit Owner: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners".

Unsold Units: Any Units owned by Sponsor or Successor Sponsor, other than any Unit purchased by and for the use of Sponsor, Affiliate of Sponsor, or its designee, until such time as the same have been sold.

ARTICLE 3 DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Declarant has constructed a building on the parcel of land described above, to be converted to a condominium known as Paragon Condominium according to Tax Lot Drawings filed simultaneously with the recording of this Declaration certified by _____ _____.

The Condominium will consist of one building containing a total of One Hundred Eighty Six (186) Residential Units and Three (3) Non-Residential Units, Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements, all as set forth in the Tax Lot Drawings. The Building is built with concrete, brick, stone, wood, steel, and glass. Each Unit Owner will have fee ownership in, and exclusive right of occupancy and possession of each Unit, together with an undivided interest in the Common Elements of the Condominium as set forth and defined in this Declaration, all in accordance with Article 9-B of the Real Property Law of the State of New York. The designations of what constitutes the Residential Units, Non-Residential Unit, Licensed Spaces, Common Elements, Residential Common Elements, Non-Residential Common Elements, and the Limited Common Elements may be changed by mutual consent of the Declarant and Unit Owners, and shall be reflected in an amendment to the Declaration.

The Condominium has a total land area of approximately 38,650 square feet, and the Building will contain approximately XXX gross square feet of floor area.

ARTICLE 4 DIMENSIONS OF UNITS

Each Unit is measured horizontally from the exterior side of exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators, other mechanical equipment spaces or any Common Elements or Limited Common Elements not within a Unit. Each Unit is measured vertically from the top of the floor slab below to the underside of the finished ceiling. Notwithstanding the foregoing, any Common Elements located within this described form of measurement shall not be considered part of such Unit.

ARTICLE 5 COMMON ELEMENTS

5.1. Common Elements. The Common Elements include those portions of the Building that are designated as "General Common Elements" or "Common Elements" on the Tax Lot Drawings, and to the extent not specifically identified as such, all other parts of the Property (other than those areas and items specifically identified as part of a Unit, a Residential Common Element, or a Limited Common Element) the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the Common Elements include:

(a) the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in this Declaration);

(b) all sidewalks, fences, and landscaped areas benefiting any Common Element, or not otherwise designated as a Residential Common Element or Limited Common Element, or a part of a Unit;

(c) all structural elements, foundations, foundation walls, footings, columns, girders, beams, supports, interior load-bearing walls, floor slabs (but not flooring material), and ceilings and floors separating the Units from one another, and from exterior walls and facades (but not including windows);

(d) any ventilation system consisting of pumps, motors, ductwork, fans and controls, steam and condensate return piping, serving or benefiting all of the Units;

(e) all electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, and transformers serving or benefiting any Common Element, or all of the Units;

(f) all storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves) downspouts, and roof drainage systems, excluding, however, all such items located within a Unit and serving only that Unit;

(g) all electric service rooms, gas, steam and water meter rooms, telephone rooms, and other service, mechanical and utility rooms serving or benefiting any Common Element, or all of the Units;

(h) all other facilities of the Building (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Common Elements, or all of the Units;

(i) enclosing walls and doors surrounding mechanical equipment;

(j) all utilities and mechanical and electrical transfers and equipment, and vaults for such utilities used for the Common Elements, or all of the Units;

(k) portions of the Building housing equipment servicing all the Units and not allocated as a Residential Common Element or Limited Common Element;

(l) portions of the roof housing equipment servicing all the Units (but not including the equipment), or shown on the Tax Lot Drawings as Common Elements, or not allocated to the Residential Common Elements;

(m) Licensed Space; and

(n) whether or not specifically identified as part of the Common Elements (or identified

at all) on the Tax Lot Drawings, all other parts of the Property either existing for the common use of all of the Units, or that are necessary or convenient for the existence, maintenance, operation or safety of the Property.

5.2. Residential Common Elements. The Residential Common Elements consist of those portions of the property designated on the Tax Lot Drawings as Residential Common Elements, and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or benefit only the Residential Units or the Residential Unit Owners whether or not designated as Residential Common Elements (or designated at all) on the Tax Lot Drawings (but excluding any items therein or in the Building which are not part of the Property, including, without limitation, any equipment, wiring and devices owned by telecom providers, and those areas and items specifically identified as part of a Unit or a Limited Common Element). The Residential Common Elements include, without limitation and to the extent any exist now or in the future, the following:

(a) any entrances, exits, and lobby which exclusively serve or benefit the Residential Units;

(b) any stairs, stairways and fire stairways, halls, passages, corridors, storage rooms, housekeeping areas, mechanical and other rooms, areas and spaces (including their respective floors, ceilings and enclosing walls) which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(c) any security monitors and equipment and other security facilities, virtual doorman, or other low voltage system which serve or benefit only the Residential Units;

(d) any passenger elevators and elevator shafts and equipment which exclusively serve or benefit the Residential Units and are not part of any other Common Element or Unit;

(e) any landscaped areas of the Property, and any fences surrounding such area, which serve or benefit only the Residential Units or the Residential Unit Owners;

(f) any areas where plumbing, pipes, vents, flues and/or risers and equipment exclusively serving the Residential Units is located, but not including areas located within a Unit and all HVAC systems, pipes, flues, risers, vents and ducts, which are part of the Units they serve;

(g) any portions of the Building designated on the Tax Lot Drawings as Residential Common Elements; and

(h) whether or not specifically identified as part of the Residential Common Elements (or at all) on the Tax Lot Drawings, all other parts of the Property and all telecommunications equipment and all other systems, installations and facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and equipment on the Property (other than those areas and/or items specifically identified on the Tax Lot Drawings or herein as part of a Unit and/or to the General Common Elements) which serve or benefit or are necessary or convenient or existing for the common use, existence,

maintenance, operation or safety of the Residential Units or the Residential Unit Owners.

5.3. Limited Common Elements. Limited Common Elements are Common Elements existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. Limited Common Elements include but are not limited to any facilities (pipes, shut-off valves, wires, lines, conduits) that exclusively serve a Unit that are located behind its boundary walls or within its boundary walls but not readily accessible without damage to such boundary walls, balconies, terraces, or yards that are allocated for the exclusive use of an appurtenant Unit, as set forth in the Floor Plans.

5.3.1. Plumbing risers and pipes serving multiple Units are a Common Element; any pipe which connects to a riser or pipe serving multiple Units are a Limited Common Element from the point at which such pipe connects to the riser to the point at which such pipe connects to a fixture or valve within a Unit; all fixtures, valves, and pipes after the first valve are part of a Unit. Main sewer or storm lines serving multiple Units, including the fitting to which a pipe connects to the main sewer or storm line, are a Common Element; any pipe which connects to a main sewer or storm line are a Limited Common Element from the point at which such drain pipe connects to the main sewer or storm line to the drain grate of a drainpipe or where a fixture connects to a drainpipe.

5.3.2. Electrical cables and circuit breaker panels serving multiple Units are a Common Element; any separate meter serving a single Unit, and all cables between such meter and the Unit is part of a Unit; any electrical cables between a sub-meter and the Unit are a Limited Common Element until such electrical cable reaches a circuit breaker within the Unit; any circuit breakers, located in a Common Element circuit breaker panel, that serve a Unit are a Limited Common Element.

5.3.3. HVAC equipment serving multiple Units are a Common Element; any pipes, lines, or ductwork which connect to a Common Element but serve a Unit are a Limited Common Element until such pipes, lines, or ductwork reach an air handler or grate inside the Unit; any HVAC equipment within a Unit are part of a Unit.

5.4 No Division of Common Elements. The Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division unless otherwise provided by law or elsewhere in the Declaration of By-Laws. Each Unit Owner shall have the right to use the Common Elements, other than such portion, if any, which are by the terms of this Declaration or the annexed By-Laws irrevocably restricted in use to other Unit Owners, in accordance with the purpose for which such elements are intended, without hindering the exercise of or encroaching upon the rights or other Unit Owners. The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with that Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6 USE OF UNITS AND COMMON ELEMENTS

6.1. Violation of Use Restrictions. Each Unit Owner shall be responsible for any violations, fines, and fees imposed as a result of such Unit Owner's failure to comply with the terms of this Article with respect to the use of the Units, and shall indemnify and hold harmless the Condominium, the Board of Managers and all other Unit Owners against any claim or costs in

connection with such failure.

6.2. Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) shall have such obligation pursuant to the Declaration and the By-Laws to maintain or repair such portion of the Property.

6.3. Use of a Residential Unit. A Residential Unit may only be used for residential purposes, home occupations to the extent permitted by law, and/or as a sales office by Declarant.

6.4. Use of a Non-Residential Unit. Subject to compliance with all laws, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as otherwise provided herein and in the By-Laws, a Non-Residential Unit may be used for any purpose consistent with the Certificate of Occupancy, or for any lawful purpose.

6.4.1. No income derived from any use of a Non-Residential Unit will constitute income to the Board of Managers or any Unit Owner except the Non-Residential Unit Owner. A Non-Residential Unit Owner may lease or license all or any portion of its Unit to one or more lessees (or may permit occupants or permittees to use all or any portion of its Unit) so long as the uses thereof are legally permitted, and comply with this Declaration and the By-Laws.

6.4.2. A Non-Residential Unit Owner shall have the right to install and maintain signage, storefronts, and security devices upon the exterior of the Building appurtenant to a Non-Residential Unit, and to determine the content and nature of the signage, provided such signage relates solely to an occupant of the Unit or the sale or leasing of such Unit, and is consistent with the design and aesthetic of the Building façade without the consent of the Board of Managers. Any signage requires the written consent of Declarant for so long as Declarant owns a Unit. No "sandwich" style advertising board composed of two boards set up in a triangle shape or sound equipment to promote or advertise functions or events in a Non-Residential Unit will be permitted at the street entrance to a Non-Residential Unit or an adjacent sidewalk. No functions or events held by a Non-Residential Unit Owner will be permitted at the street entrance to a Non-Residential Unit or an adjacent sidewalk.

6.4.3. Except to the extent inconsistent with the By-Laws or prohibited by Law, and unless there shall be a material adverse effect on the Residential Unit Owners, a Non-Residential Unit Owner shall have the right, without the vote or consent of the Board of Managers to: (1) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon their Non-Residential Unit; (2) change the layout or number of rooms in a Non-Residential Unit from time to time; (3) change a Non-Residential Unit, by subdividing the same, into any desired number of Units, combining any Units resulting from a subdivision, altering the boundary walls between Non-Residential Units, or otherwise; (4) designate all or part of a Non-Residential Unit as a newly created Non-Residential Common Element; (5) reapportion among the newly created Non-Residential Units resulting from any subdivision, combination or otherwise their percentage interests in the Common Elements which

shall be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit; provided that in no case may such reapportionment result in a greater percentage of Common Interest for the total of the new Non-Residential Unit(s) than existed for the original Non-Residential Unit; and (6) amend the Certificate of Occupancy with respect to the Non-Residential Unit (any such amendment to be at the sole cost and expense of the Non-Residential Unit Owner) to provide that such Non-Residential Unit may be used for any purpose which is lawful at the time that such amendment is made. A change in use or amending the Certificate of Occupancy shall not be deemed a material and adverse impact unless the act of changing the use causes a material and adverse impact (e.g. triggering zoning restrictions) as opposed to the result of such change in use (e.g. change of use resulting in higher foot traffic). A Non-Residential Unit Owner may not file an amendment to this Declaration with respect to their Non-Residential Unit authorized by this paragraph without notice to the Board of Managers, and any amendment that shall have a material impact on any Residential Unit or any other Non-Residential Unit shall require the consent of the Board of Managers.

6.5. Prohibited Uses of Units. The following uses are prohibited for any Unit; any use that in the reasonable judgment of the Board of Managers would impair or threaten the structural integrity of the Building or the life, health, safety, protection, or security of Unit Owners, tenants, or occupants of Units; any use that violates applicable laws; any use that results in, or in the reasonable judgment of the Board of Managers would result in, the cancellation or notice of cancellation of insurance maintained by the Board of Managers; any use that increases, or in the reasonable judgment of the Board of Managers would increase, the rate of insurance for the Property above the rate in effect at the date of recording the Declaration, unless the Unit Owner responsible for such increase pays the additional premium therefor as a specially allocated expense; any use inconsistent with or in violation of its permitted use or in the reasonable judgment of the Board of Managers is an unreasonable and substantial annoyance or nuisance to a Unit Owner or tenant of a Unit or an unreasonable, substantial, and repeated interference with the peaceful possession or proper use and enjoyment of another Unit or the Common Elements for their intended or permitted purposes as stated in the Declaration and By-Laws; any use of the Common Elements causing or comprising waste; any use involving the storage, purchase, sale, disposal, or release or other disposition of any hazardous, toxic, or radioactive material, matter, substance, or waste that is or becomes regulated under applicable law (unless the products are properly used and stored in accordance with applicable law); any use of a Unit or any portion thereof by any international organization, unless such international organization waives its sovereign or diplomatic immunity in conformity with the terms of the Declaration; any change in use that would require a new or amended Certificate of Occupancy that would affect the permitted use of another Unit; or any of the following uses:

- an office, clinic, or other facility for drug rehabilitation or treatment center
- a homeless shelter, soup kitchen, or similar use
- the use or storage of flammable liquids, chemicals, or other incendiary or explosive items, unless incidental to a permitted use and commonly used for cleaning, operating or the like

6.5.1. The foregoing section may not be amended during the Control Period.

6.6. Use of the Common Elements. Except as otherwise provided herein or in the By-Laws, the Common Elements may be used only for the furnishing of services and facilities to the Unit Owners, their guests, invitees and licensees as permitted under this Declaration and the By-Laws, and for the other uses for which they are reasonably suited. Access to any Common Elements on the roof is only permitted for the repair or maintenance of such areas, or to maintain or repair any equipment located in such areas. Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in this Declaration, neither the Board of Managers nor any Unit Owner shall impede the exercise of or encroach upon the rights of Unit Owners or others claiming, by, through or under them, including but not limited to, the occupants of the Units and their respective invitees, to use the Common Elements as permitted under this Declaration and the By-Laws. No furniture, packages or objects of any kind shall be placed in the Common Elements such as lobbies, vestibules, public halls, stairways, or in the areas designated as storage areas without the prior consent of the Board of Managers. The lobbies, vestibules, public halls, and stairways shall be used only for ingress and egress from the Units.

6.6.1. A Non-Residential Unit Owner, its tenants, employees, agents, guests, invitees, and licensees are permitted to access the Common Elements, but only for their intended purposes. Furthermore, in no event shall any guest, invitee or licensee of a Non-Residential Unit Owner be permitted access to any area designated as a Residential Common Element, a Limited Common Element or part of a Residential Unit. Any access to the Residential Common Elements, Limited Common Elements, or Residential Units by a Non-Residential Unit Owner, its tenants, or employees shall only be permitted pursuant to the terms of this Declaration and the By-Laws.

6.6.2. Subject to the consent of a Non-Residential Unit Owner, which shall not be unreasonably withheld, conditioned, or delayed, and provided it does not impede or encroach upon the rights of a Non-Residential Unit Owner, Declarant may place appropriate directional and identification signs on the exterior of the Building and signs relating to the marketing of Units for sale or lease by Declarant.

ARTICLE 7 CHANGES TO THE UNITS

7.1. General.

7.1.1. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. A Non-Residential Unit Owner shall have the right to veto any proposed Alteration that would have a material and adverse effect on their Non-Residential Unit. The Residential Board Members shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely affects any Units, structural elements of the Building, any Building systems that serve other Units, or the Common Elements.

7.1.2. Any Alterations to be made by any Unit Owner that affects, in any material aspect, the façade of the Building (other than signage and storefronts appurtenant to a Non-Residential Unit) or the structural elements of the Building, or require approval from the Landmarks

Preservation Commission, shall be subject to the prior consent and approval of the Board of Managers, which shall not be unreasonably withheld, conditioned, or delayed.

7.1.3. Whenever a Unit Owner is permitted, pursuant to the terms of this Article, to make Alterations or other changes to its Unit, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners with written notice at least ten (10) business days prior to commencing such Alteration or submitting such application, and include in such notice all documents submitted as part of such application and a full description of the proposed Alteration.

7.2. Alterations by the Declarant and a Non-Residential Unit Owner.

7.2.1. Subject to the provisions of Section 7.1 herein, except to the extent prohibited by law, the Declarant and a Non-Residential Unit Owner shall have the right, without the consent or approval of the Board of Managers or other Unit Owners, to:

(a) make Alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unit(s);

(b) change the layout of, or number of rooms therein;

(c) provided the Alteration does not jeopardize the structural integrity of the Building, change the size of the Unit(s) by (i) subdividing its Unit into two or more separate Units, (ii) combining two or more Units resulting from such subdivision or otherwise into one or more units, (iii) altering the boundary walls between any two or more separate Units resulting from such subdivision or combination, or (iv) with respect to the Residential Units only, otherwise including and incorporating Residential Common Elements into such Residential Unit;

(d) if appropriate, reapportion among the Units affected by such change in size or number pursuant to this article, their respective Common Interests; provided, however, that with respect to any such Alteration:

(i) no physical modification shall be made to any other Unit, and the Common Interest or interior dimensions of any other Unit shall not be changed by reason thereof, unless the Owner of such other affected Unit shall consent thereto;

(ii) any such Alteration or change shall comply with all applicable law;

(iii) the Unit Owner making any such Alteration or change shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom; and

(iv) such Alteration shall not jeopardize the soundness or structural integrity of the Building.

(v) such Alteration shall not diminish the sound insultation properties of the Building or Unit.

7.2.2. Any Alteration may not affect the Common Interests of other Units unless the owners of each Unit affected shall consent thereto.

7.2.3. Without the prior written consent of the Declarant, a Non-Residential Unit Owner may not perform any work in, or apply for any permits to perform work, in its Unit before a final Certificate of Occupancy covering the entire Building is issued by the Department of Buildings.

7.2.4. In the event a Non-Residential Unit is leased, the tenant(s) of such Unit shall have the same rights as the Non-Residential Unit Owner to make alterations, additions or improvements as set forth in this Article, subject to such Unit Owner's consent.

7.2.5. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for an alteration or the consent or signature of the Board of Managers is required on any documents, Declarant and the Non-Residential Unit Owner is authorized to sign on behalf of the Board of Managers.

7.3. Alterations to Residential Units. Residential Unit Owners (other than Declarant) may not make any Alterations to their Unit without the prior written consent of the Board of Managers; such consent will not be unreasonably withheld, conditioned, or delayed, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Furthermore, Residential Unit Owners (other than Declarant) may not apply for any permits for construction work in a Residential Unit until after the final Certificate of Occupancy has been issued for the Building by the Department of Buildings.

7.4. Changes to Boundaries and Tax Lot Drawings. Boundaries and components of each Unit are described in detail in this Declaration, and depicted graphically on the Tax Lot Drawings. The boundaries of the Units in the Tax Lot Drawings shall be substantially the same as those in the Plans. Any differences between the Plans and the Tax Lot Drawings shall be subject to the approval of an affected Unit Owner, provided that such approval shall not be unreasonably withheld, conditioned, or delayed if such changes are de minimis. Prior to any de minimis change in the boundaries or change to the Tax Lot Drawings, the party proposing such change shall provide the other party with ten (10) business days' notice of such change, and thereafter the parties may attempt to resolve the issue or in the alterative, the parties may commence arbitration as set forth in the By-Laws to resolve any disagreement. In the event of arbitration, such change shall not be made until the arbitrator has issued their decision, and thereafter the parties will cooperate to effectuate such decision.

ARTICLE 8 EASEMENTS

8.1. Board of Managers Easement to Operate and Maintain the Common Elements. The Board of Managers shall have, and each Unit shall be subject to, an easement and a right of access:

(a) to operate, maintain, repair, alter, rebuild, prevent or minimize damage to, and cause to be in compliance with any applicable laws and insurance requirements, the Common

Elements;

(b) to install, operate, maintain, repair, alter and rebuild the Common Elements located in, over, under, through or upon any Unit or elsewhere on the Property; and

(c) to maintain any encroachment on any Unit, resulting from the repair, alteration or rebuilding of the Common Elements.

Access to any Unit or Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of a Non-Residential Unit, or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than two (2) days' notice, except that no notice will be necessary in the case of an emergency.

8.2. Ingress and Egress. Each Unit Owner, permitted tenants and occupants of the Building, the Building managing agent, the sales agent employed by the Declarant, and all other officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, to the extent reasonably necessary, in common with all other Unit Owners, an easement for ingress to and egress from their Unit. Notwithstanding the foregoing, however, no person shall use or enjoy the Common Elements or Residential Common Elements except in accordance with the reasonable purposes for which they are intended, and without encroaching upon the rights of other persons to do so.

8.3. Utilities.

8.3.1. For so long as Declarant owns a Unit, Declarant shall have the absolute right (without any obligation to obtain the consent of the Board of Managers or any other Unit Owner or other part except as required by law) to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as Declarant shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the applicable Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the permitted use of Units. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not reduce the usable square footage of the any Unit nor prevent or unreasonably interfere with the permitted use of Units.

8.3.2. Each Unit Owner, for its benefit, shall have an easement to, and may, without the prior consent of the Board of Managers, the Declarant or other Unit Owners but subject to the provisions of this Declaration pertaining to Alterations: (i) install, operate, maintain, repair, alter, rebuild, restore and replace Units, and any pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Unit, located in, over, under, through or upon the Common Elements; and (ii) install pipes, wires, ducts, flues, vents, cables, conduits or other lines, equipment or facilities in connection with the design, construction, use, operation and/or occupancy of such Unit in, over, under, through or upon the Common Elements, including but not limited to, penetrating floor slabs; provided that access to the Common Elements

or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes or affect the structural integrity of the Building. A Unit Owner shall provide the Board of Managers with prior written notice at least fifteen (15) days prior to filing any applications with the applicable government authorities to perform such work, including the Department of Buildings. The relocation of any pipes, wires, ducts, flues, vents, cables, conduits, or other lines, equipment or facilities after the Building obtains a TCO shall require the prior written consent of the Board of Managers.

8.3.3. To the extent any filings with the New York City Department of Buildings or other municipal agency is necessary for the foregoing or the consent or signature of the Board of Managers is required on any documents, the Board of Managers shall cooperate with respect to the same by timely executing the same, provided all associated expenses are paid by the requesting Unit Owner.

8.4. Repairs and Maintenance.

8.4.1. Provided the Unit Owners are in compliance with all other requirements set forth in this Declaration and the By-Laws, and any regulations promulgated by the Board of Managers, all Unit Owners shall have access through all Common Elements to make repairs and installations, provided that in non-emergency situations the Unit Owners shall notify the Board of their intent to work on equipment servicing their Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to other Unit Owners.

8.4.2. A Non-Residential Unit Owner, and their employees, contractors and invitees, shall have access to Residential Common Elements, including the elevators, and the Residential Units for the purpose of maintaining, replacing or effecting repairs to their respective Units or any systems servicing such Unit. In the event of a non-emergency, the party seeking such access shall notify the Board of Managers and the Residential Unit Owners if applicable of their intent to work on equipment servicing such Unit and conduct such work in a manner designed to cause the minimum amount of disturbance to the Residential Unit Owners.

8.4.3. Access shall be permitted through any portion of the Building in the event of an emergency.

8.4.4. All work to be performed pursuant to this Section must be performed by licensed and insured contractors, and in accordance with applicable law.

8.5. Storefront and Signage. Subject to the terms of this Declaration, a Non-Residential Unit Owner and the Declarant shall have an easement to erect and maintain signage as set forth herein.

8.5.1 A Non-Residential Unit Owner shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs, on the storefront to its Unit provided the same relate solely to the operation of the Unit or for the purpose of advertising the sale or lease of all or any portion of a Non-Residential Unit. A Non-Residential Unit Owner shall not have the right to place or install any sign or other advertisement on any part of the Building other than the storefront without the prior written consent of the Board of

Managers.

8.5.2 For so long as Declarant owns a Unit, the Declarant shall have an easement, to the extent permitted by law, to erect, maintain, repair and replace, from time to time, one or more signs on the Building for the purpose of advertising the sale or lease of any Unit in the Condominium, provided such signage does not obstruct permitted signage placed by a Non-Residential Unit Owner, and does not unreasonably obstruct any Residential Unit (other than an Unsold Unit) and complies with applicable law.

8.5.3 Maintenance and repair of the storefront and signage, as well as any Limited Common Elements, fixtures, or improvements, located on the façade appurtenant to a Non-Residential Unit shall be the responsibility of the Non-Residential Unit Owner.

8.6. Construction. Declarant reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of the offering plan and to ensure Declarant's rights and obligations thereunder. Declarant shall provide three days' notice except under exigent circumstances where Declarant shall provide reasonable notice. Declarant is obligated to repair any damages caused as the result of the foregoing work. Declarant will not interfere with a Unit Owner's reasonable use of their Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Declarant's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

8.7. Ventilation Ducts. Each Unit Owner shall have in common with all other Unit Owners, and each Unit shall be subject to, an easement to access, operate and maintain ventilation ducts for the purpose of providing fresh air serving the Units located in, over, under, through or upon any Unit and the Common Elements.

8.8. Subjacency, Support and Necessity. Each Unit and the Common Elements shall have easements of subjacency, support and necessity, and the same shall be subject to such easements in favor of all the other Units and the Common Elements.

8.9. Perpetual and Irrevocable. Except as may otherwise be set forth in this Declaration, any easement created or granted hereunder shall be perpetual and irrevocable for so long as the Condominium shall remain in existence.

ARTICLE 9 SERVICE OF PROCESS AND BUILDING CODE VIOLATIONS

The Secretary of State of the State of New York is hereby designated to receive service of

process in any action which may be brought against the Condominium. Service of process on Unit Owners with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws pertaining to the Common Elements or one or more of the Units shall be made upon the Board of Managers of Paragon Condominium at 45-40 Vernon Boulevard, Long Island City, NY 11101, or such other address to be designated by the Board of Managers. Subject to conditions stated in the By-Laws, the Board of Managers shall have the principal responsibility for curing any violations of such building or zoning laws and service upon the Board of Managers shall be deemed service upon the Declarant or Owners of the Condominium Unit or Units in which any such violations exist.

ARTICLE 10 COMMON INTEREST

Each Unit Owner shall have such percentage interest in the Common Elements as is set forth on Schedule B attached hereto. Each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s). Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws. The percentage of interest of each Unit in the Common Elements has been determined by the Declarant based upon the floor area subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit pursuant to §339-i(1)(iv) of the Real Property Law. The percentage interest of all of the Units in the Condominium totals one hundred percent (100%).

ARTICLE 11 ADMINISTRATION

The Condominium shall be governed by a nine (9) member Board of Managers. During the Control Period, the Condominium shall be governed by a three (3) member Board of Managers. The principal officers of the Condominium shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Managers. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners.

The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act.

The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium.

The Treasurer shall be responsible for overseeing the finances of the Condominium and for keeping the financial records and books of the Condominium.

The Board of Managers, in its discretion shall delegate powers to officers as it sees fit to execute agreements, contracts, deeds, leases, checks, etc. on behalf of the Condominium.

ARTICLE 12 AMENDMENT AND WITHDRAWAL

12.1. Amendments to the Declaration. Except as otherwise set forth herein, the provisions of this Declaration may only be amended by an instrument executed by the Board of Managers upon the affirmative vote of all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number and Common Interest, except as set forth below. Any amendment to this Declaration shall not take effect until it is recorded in the City Register's Office.

12.1.1. Any amendment altering the Common Interest percentage of a Unit Owner or altering any rights or obligations respecting the Common Elements shall require the written consent of the affected Unit Owner(s) unless such amendment was necessary due to the appropriation, taking or condemnation by eminent domain by a federal, state or local government, or instrumentality thereof.

12.1.2. Any amendment adding any parcel of land or divesting any parcel of land from the Property shall require the unanimous consent of all the Unit Owners.

12.1.3. For a maximum of two (2) years from the date of the recording of the Declaration in the City Register's Office, as long as the Declarant continues to hold fifty-one percent (51%) or more, in number, of the Units, the Declarant's prior written consent shall be required in order to amend either the Declaration or the By-Laws. Furthermore, so long as Declarant shall own Unsold Units constituting twenty-five percent (25%) or more of the Common Interest, or for a period of five (5) years after closing of title to the first Unit pursuant to the offering plan, whichever is sooner, the Board of Managers may not, without the prior written consent of the Declarant, (i) make any addition, alteration or improvement to the Common Elements or to any Unsold Unit, or (ii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iii) provide for new or additional services other than those provided for in Schedule B of the offering plan. Declarant shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted. Notwithstanding the above, Declarant's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or for any matter affecting the health or safety of the occupants of the Building. While Declarant has voting control of the Board of Managers, Declarant will not reduce or eliminate the services to be provided to the Condominium as set forth in the offering plan filed with the New York State Department of Law.

12.1.4. Any amendment to the Declaration or By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, the calculation of Common Charges to be paid by a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of the Non-Residential Unit Owner(s).

12.1.5. Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units or Non-Residential Unit Owners, except for those provisions relating to actions that require Board of Managers consent, may be amended by such Unit Owner,

including the subdivision or combining of such Unit, without the consent of the Board of Managers or the other Unit Owners. However, such Unit Owner shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with such Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.6. Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only the Residential Units (including but not limited to the subdivision or combining of Residential Units), the Declarant and/or the Residential Unit Owners may be amended, modified or deleted by the Declarant or the Residential Unit Owners as applicable without the consent of the Board of Managers or the other Unit Owners. However, the Declarant or the Residential Unit Owners shall provide the Board of Managers and all other Unit Owners with written notice of any such modification at least fifteen (15) days prior to making any such change. The Board of Managers shall cooperate with the Declarant's or the Residential Unit Owners' efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

12.1.7. So long as Declarant owns a Unit, Declarant may, without the consent of the Board of Managers or Unit Owners, amend the Declaration, By-Laws, or Tax Lot Drawings solely for the purpose of clarifying terms already in the Declaration or By-Laws or for the purpose of correcting any inconsistencies or scrivener's errors in the Declaration, By-Laws, or Tax Lot Drawings.

12.2. Consent of Permitted Mortgagees. Fifty-one percent (51%) of Permitted Mortgagees must consent to: (i) any restoration or repair of the Building after a partial condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (ii) any election to terminate the Condominium after substantial destruction or substantial taking in a condemnation; and (iii) any reallocation of Common Interests resulting from a partial condemnation or destruction provided however that the consent of any Permitted Mortgagee of a Residential Unit shall not be required for any restoration and or repair under (i) or reallocation under (iii) above with respect to a Non-Residential Unit. Wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied.

12.2.1. A written notice will be sent certified mail with a "return receipt" requested to Permitted Mortgagees notifying them of any proposed materially adverse change to the Declaration or By-Laws or matter requiring their consent. Approval or consent by a Permitted Mortgagee will be implied if the Permitted Mortgagee fails to submit a response within sixty (60) days after it receives proper notice, provided the notice was delivered by certified mail, with a "return receipt" requested. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied.

12.3. Withdrawal from Condominium Ownership. The Property shall not be withdrawn from

Condominium ownership without the consent of at least eighty percent (80%) of the Unit Owners in number and Common Interest, the Non-Residential Unit Owner(s), and at least fifty-one percent (51%) of the Permitted Mortgagees. Such withdrawal of the property from Condominium ownership shall not take effect until it is duly recorded in the City Register's Office. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied. The Condominium shall terminate following a taking of all or substantially all of the Property by condemnation or eminent domain; or damage or destruction to 75% or more of the Building if 75% or more of all Unit Owners do not duly and promptly elect to proceed with the repair or restoration and fifty-one percent (51%) of Permitted Mortgagees consent.

ARTICLE 13 SUBJECT TO DECLARATION, BY-LAWS, etc.

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration and the By-Laws, and the mere acquisition or rental of any of the Units shall signify that the provisions of the Declaration and the By-Laws of the Condominium are accepted and ratified and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

ARTICLE 14 COMMON CHARGES

14.1. Assessment of Common Charges. The Board of Managers shall have the authority, pursuant to the By-Laws, to fix and determine Common Expenses, and allocate and assess Common Expenses amongst the Unit Owners. Common Expenses may be allocated in a manner different from the allocation by Common Interest, as permitted by §339-m of the Condominium Act, the Declaration and the By-Laws, provided that such allocation is based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The allocations of Common Expenses between Residential Units and Non-Residential Units in the Proposed Budget for the First Year of Operations, annexed hereto as Schedule D, are presumptive evidence of reasonableness but are based solely on projections; future allocations must be based on the proportion of expenses and charges fairly attributable to such Units, based on actual usage of particular services and based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. The Board of Managers may not modify the allocations set forth in Schedule D without the unanimous consent of Non-Residential Unit Owner.

14.2. Lien Against Units. All sums assessed as Common Charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit Owner shall constitute a lien on their Unit prior to all other liens except: (a) tax or assessment liens on the Unit by any governmental taxing authority, including but not limited to, State, County, and City taxing agencies, if any; and (b) all sums unpaid on any mortgage of record encumbering any Unit. Such lien may be foreclosed when past due in accordance with the laws of

the State of New York by the Condominium in like manner as a mortgage on real property, and costs incurred including reasonable attorney's fees. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a Common Expense. However, the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale, their successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charges to all Unit Owners as a Common Expense. The term "institutional mortgage" used herein shall mean a mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, real estate investment trust, real estate mortgage investment conduit, agency of the United States Government or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the Seller or any entity not included within any of the foregoing that is regularly engaged in the business of making, owning or servicing mortgage loans.

14.3. Unit Owners' Obligation to Pay Common Charges. Every Unit Owner shall pay the Common Charges assessed against their Unit when due and no Unit Owner may exempt themselves from liability for the payment of their Common Charges by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of their Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by themselves of such Unit made in accordance with §339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

ARTICLE 15 UNITS ACQUIRED BY THE BOARD

In the event any Unit Owner shall convey their Unit to the Board of Managers in accordance with §339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit in accordance with the By-Laws, title to such Unit or the rights to the lease of such Unit shall be held by the Board of Managers or its designee on behalf of all of the other Unit Owners.

In order to carry out the provisions of this paragraph, each Unit Owner shall, upon taking title to their Unit, grant an irrevocable power of attorney coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such Unit under whatever terms the Board of Managers may, in its sole discretion, deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board of Managers, in its sole discretion, shall deem proper.

ARTICLE 16 ENCROACHMENTS

The Unit Owners agree that if any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another or shall hereafter encroach upon another as a result of original construction or settling of the Building, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and is rebuilt, the Unit

Owners agree that encroachments of any portion of the Unit or the Common Elements as aforedescribed due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist as long as the Building or reconstructed building shall stand.

ARTICLE 17 UNIT OWNERSHIP

17.1. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain a Unit Owner until such time as the purchaser ceases to own the Unit for any reason.

17.2. As of the date of this Declaration, title to all Units, individually and collectively shall automatically vest in Declarant, without the need to execute specific and particular deeds or indentures in each Unit. Any purchaser of the Units, upon acceptance of a deed, shall take title subject to the terms this Declaration (and the exhibits annexed hereto).

ARTICLE 18 CONVEYANCE OF A UNIT

Upon any conveyance of a Unit, either by voluntary instrument, operation of law or judicial proceedings in accordance with this Declaration or the By-Laws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges against the latter assessed and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charge against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien, for any unpaid Common Charge against the grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

ARTICLE 19 COVENANTS AND RESTRICTIONS

The use of a Unit by the Unit Owner or other occupant shall be subject to the rules, regulations, and provisions of this Declaration and the By-Laws and the following covenants and restrictions:

(a) The Unit and Common Elements exclusively servicing or benefitting such Unit shall be maintained in good repair, and Non-Residential Units shall be kept neat and presentable.

(b) No Alterations to the inside of a Unit that would impair the structural soundness of the Building may be made without the prior written consent of the Board of Managers.

(c) Any Unit Owner who mortgages or sells their Unit shall notify the Board of Managers and provide the name and address of their mortgagee or purchaser.

(d) The Board of Managers shall report to Permitted Mortgagees any unpaid Common Charges due from the Unit Owner of such Unit.

(e) No nuisances shall be allowed upon the Property and no use or practice shall be allowed which interfere with the peaceful possession and proper use of the Property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) The Common Charges shall be paid when due.

ARTICLE 20 UTILITIES

Each Unit Owner shall be responsible for paying for the costs of separately metered or sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges according to the provisions of Article 14.

ARTICLE 21 INVALIDITY

Invalidation of any of the covenants, limitations or provisions of the Declaration by judgment or court order shall in no way affect any remaining part or parts hereof, and the same shall continue in full force and effect.

ARTICLE 22 WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23 CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 24 CERTAIN REFERENCES

24.1. A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

24.2. The terms "herein", "hereof", or "hereunder" or similar terms in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

24.3. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 25 SEVERABILITY

If any provision of this Declaration or the application thereof to any person, entity or circumstance, is determined to be invalid or unenforceable to any extent, the remainder of this Declaration, and the application of such provision to persons, entities or circumstances other than those as to which it is specifically determined to be invalid or unenforceable, shall not be affected thereby, and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law, provided that under all circumstances, the provisions hereof are required to be interpreted and applied so that there will be no adverse effect on Declarant or any other person governed by or otherwise affected by this Declaration in any material respect as a result of any invalidity or unenforceability referred to above in this Article.

ARTICLE 26 COVENANT OF FURTHER ASSURANCES

26.1. General. Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers or otherwise, shall upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26.1.1. If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

26.1.2. If any Unit Owner, the Board of Managers or any other party which is subject to the terms of this Declaration fails, within sixty (60) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board of Managers or party is required to perform, execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney in fact for such Unit Owner, the Board of Managers or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or take such instrument or to take such action in the name of such Unit Owner, the Board of Managers or other party and such document or action shall be binding on such Unit Owner, the Board of Managers or other party, as the case may be.

26.2. Estoppel and Agreement. Upon the request of a Unit Owner, the Board of Managers will enter into an estoppel and agreement with such Unit Owner or an existing or proposed lender in form reasonably acceptable to such Unit Owner or existing or proposed lender, and which by its terms may be relied on by the Unit Owner's existing or proposed lender. The estoppel and

agreement shall contain all or any of the following representations and statements to the extent requested by the Unit Owner:

(a) confirmation that the Declaration and By-Laws, as amended to date, are complete, correct and in full force and effect;

(b) a statement as to the amount of Common Charges and assessments and all other amounts due to the Condominium by the Unit Owner at the time specified by the Unit Owner, and confirmation of all payments made to that date and a statement as to the monthly Common Charges and special assessments payable following a closing;

(c) confirmation of the then current budget of the Condominium and the amounts payable by the applicable Unit Owner, and an agreement that the calculation of payments due from the Unit Owner or services provided to the Unit Owner will not be changed without its consent;

(d) an agreement to deliver all notices that are sent to the Unit Owner to its lender or lender's designee at the address provided;

(e) confirmation that the current use of the Unit does not violate the terms of the Declaration and By-Laws;

(f) agreement that the tenant of a Unit Owner is a third-party beneficiary of the obligations of the Condominium to the Unit Owner;

(g) confirmation to the lender of the provisions of the Declaration allowing the applicable Unit Owner to make Alterations to the Unit with or without any consent, as the case may be, and an agreement to permit the tenant of the Unit Owner to undertake such Alterations if designated by the Unit Owner to do so;

(h) agreement that the Condominium shall have the same rights to consent to the actions of the tenant of a Unit Owner as it does to an action of the Unit Owner;

(i) agreement to provide the lender of a Unit Owner ten (10) days' prior notice of any action or sanction that the Board of Managers has determined to take against the Unit Owner; and

(j) a confirmation to the lender of a Unit Owner that it knows of no posted violations against the Unit or pending bankruptcy with respect to the Unit Owner other than those set forth in the estoppel and agreement.

26.3. Further Assurances Requested by Declarant. Without intending to limit the generality of the foregoing, the Board of Managers and each Unit Owner shall be required, upon the request of Declarant, to execute and delivery any or applications reasonably required in connection with any merger, any declaration of zoning lot restrictions or any zoning lot development agreement.

ARTICLE 27 SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of each Unit Owner set forth herein shall inure to the benefit of and be binding upon any successor or assign of each Unit Owner. However, without the explicit consent of Declarant, the rights of Declarant set forth herein shall not inure to the benefit of a Unit Owner acquiring a Unit from Declarant pursuant to an offering plan filed with the New York State Department of Law. Except as set forth herein or in the By-Laws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of, and be binding upon, any successor or assign of Declarant or its designee, or with the consent of Declarant or its designee, any transferee of some or all of the Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant and its designee shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 28 NOTICE AND CONSENTS

Whenever a Unit Owner is permitted, pursuant to the terms of this Declaration, to make Alterations or other changes to its Unit, the Declaration, the By-Laws, or to apply to a government agency with respect to the use or Alteration of its Unit without the prior written consent of the other Unit Owners or the Board of Managers, such Unit Owner shall provide the Board of Managers and the other Unit Owners written notice at least fifteen (15) days prior to commencing any such Alteration or submitting such application.

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 29 INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Schedule A; (ii) the description of the Units annexed hereto as Schedule B; (iii) the By-Laws annexed hereto as Schedule C; (iv) the schedule providing allocation of Common Expenses among the Units annexed hereto as Schedule D; and (v) the Tax Lot Drawings, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 30 AUTHORIZATION TO BORROW

The Board of Managers is authorized, subject to the restrictions set forth in the By-Laws, to incur debt on behalf of Unit Owners to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence, and similar purposes in connection with the operation, care, upkeep, and maintenance of the Common Elements. The repayment of any and all such debt may be secured and paid as provided in §339-jj of the New York Real Property Law.

ARTICLE 31 POWER OF ATTORNEY

31.1. Each Unit Owner shall grant to the Board of Managers an irrevocable limited power of attorney, coupled with an interest (in such form and content as the Board of Managers shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interest (as defined hereinafter) whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and after any such acquisition or leasing, to convey, sell lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine; and (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other action which the Board of Managers deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance of the Building or the Property, respectively or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property which the Board of Managers deems necessary or appropriate.

31.2. Each Unit Owner shall also grant to Declarant a power of attorney to amend the Declaration and By-Laws and to effectuate the rights granted to Declarant, Board of Managers, or Unit Owners under the offering plan filed with the New York State Department of Law and the Declaration and By-Laws as set forth herein.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of_____ 20___.

DECLARANT:
ZDJ VERNON LLC

By: _____
Name:
Title:

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

On the _____ day of _____, 20___, before me, the undersigned, personally appeared, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual acted, executed the instrument.

_____
NOTARY PUBLIC

SCHEDULE A TO THE DECLARATION OF THE CONDOMINIUM

PARAGON CONDOMINIUM
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101
QUEENS COUNTY

TAX BLOCK 26
F/K/A LOT 4, N/K/A LOTS _____

DESCRIPTION OF THE LAND

SCHEDULE B TO THE DECLARATION OF THE CONDOMINIUM

PARAGON CONDOMINIUM
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101
QUEENS COUNTY

TAX BLOCK 26
F/K/A LOT 4, N/K/A LOTS _____

UNIT SCHEDULE

UNIT	TAX LOT	COMMON INTEREST PERCENTAGE	BDRMS	BATHS	LOCATION	APPROX. SQUARE FOOTAGE	LIMITED COMMON ELEMENT ("LCE")	APPROX. SQUARE FOOTAGE OF LCE

SCHEDULE B-1 TO THE DECLARATION OF THE CONDOMINIUM

PARAGON CONDOMINIUM
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101
QUEENS COUNTY

TAX BLOCK 26
F/K/A LOT 4, N/K/A LOTS _____

UNIT	TAX LOT	NON-RESIDENTIAL INTEREST PERCENTAGE	RESIDENTIAL INTEREST PERCENTAGE

SCHEDULE C TO THE DECLARATION OF THE CONDOMINIUM

PARAGON CONDOMINIUM
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101
QUEENS COUNTY

TAX BLOCK 26

BY-LAWS

ARTICLE 1 GENERAL

1.1. Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of Paragon Condominium (the "Condominium"). The Condominium covers the fee interests in the Property, the Building, and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of the Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") by ZDJ VERNON LLC ("Sponsor" or "Declarant") in the City Register's Office, together with these By-Laws.

1.2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium and the Common Elements, and the use and occupancy thereof.

1.3. Personal Application. All present and future Unit Owners, mortgagees, lessees, or their employees, guests, invitees or any other person that might use the facilities of the Condominium in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations established by the Board of Managers. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these By-Laws, the Declaration and the Rules and Regulations are accepted, ratified, and will be complied with. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

1.4. Definitions. Any capitalized words herein that are undefined in these By-Laws shall have the same definitions as listed in the Declaration.

1.5. Principal Office of the Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

1.6. Incorporation. In addition to the status conferred upon the Board of Managers under or

pursuant to the provisions of the Condominium Act, the Board of Managers shall, to the extent permitted by applicable law, unless otherwise incorporated, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. To the extent and in the manner provided in the Condominium Act, the Board of Managers, may be incorporated under the applicable statutes of the State of New York. In the event that the Board of Managers so incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Board of Managers under the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting entity shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict.

ARTICLE 2 BOARD OF MANAGERS

2.1. General Description of Board of Managers. The affairs of the Condominium shall be managed by a nine (9) member Board of Managers comprised six (6) members to be designated or elected by the Residential Unit Owner(s) (the "Residential Board Members") and each of the three Non-Residential Unit Owners shall designate one member (the "Non-Residential Board Members").

2.2. Control by Declarant. Declarant reserves the right to designate all members of the Board of Managers for a period of time until the earlier to occur of (a) thirty (30) days after the date by which one hundred percent (100%) of the Units have been conveyed to purchasers pursuant to an offering plan filed with the New York State Department of Law; or (b) five (5) years after the date the first Residential Unit has been conveyed to a purchaser pursuant to an offering plan filed with the New York State Department of Law (the "Control Period"). However, as long as Declarant owns a Unit, Declarant will be entitled to appoint one (1) Residential member of the Board of Managers and shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s), but in no event can Declarant use its voting power to elect more than 50% of the Board of Managers after the expiration of the Control Period. In the event that there is a Successor Sponsor and Declarant still owns a Unit, only Declarant may appoint one (1) Residential member of the Board of Managers. Declarant reserves the right to relinquish control of the Board of Managers prior to the expiration of the Control Period.

2.3. Eligibility Requirements for Board of Managers. With the exception of those members elected or designated by the Declarant or Non-Residential Unit Owners, only a Unit Owner not in arrears, with regards to Common Charges, the spouse, principal, officer, trustee, or beneficiary of such Unit Owner are eligible for election to the Board of Managers. If the Board of Managers perfects a lien against a Unit where the Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner is a member of the Board of Managers, the member shall be deemed to have resigned and shall be replaced as set forth in these By-laws.

2.4. Election of Residential Board Members; Designation of Non-Residential Board Members; Change in Number of Board Members.

2.4.1. Each member of the Board of Managers shall serve a one-year term. At Unit Owner annual meetings, each member of the Board of Managers not otherwise designated, pursuant to the terms of the Declaration or By-laws, shall be elected. All elections of the Residential Board

Members shall be determined by block voting, also referred to as plurality-at-large voting; the candidates with the greatest number of votes are elected. Voting shall be by written ballot and each ballot shall state the name of the Unit Owner voting, the Unit(s) owned by such Unit Owner and their appurtenant percentage of Common Interest and Residential Common Interest, and if applicable, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall select as many candidates as there are open seats, with each selected candidate receiving the full amount of such Unit Owner's votes. Each Unit Owner shall be entitled to cast one vote for each .0001% of Residential Common Interest attributable to their Unit(s); the total possible number of votes of all Unit Owners shall be 1,000,000 per open seat (e.g. if there are three open seats then the ballots will total 3,000,000 votes if all Unit Owners properly vote and the maximum any one candidate can possibly receive is 1,000,000 votes). A Unit Owner's failure to select a candidate for each open seat shall not allocate more votes towards selected candidates and will result in a portion of such Unit Owner's votes to be null (e.g. if a Unit Owner has .1000% Common Interest, there are three open positions, and such Unit Owner only selects two candidates on a ballot, each of the two candidates selected shall only receive 1,000 votes). Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

2.4.2. Notwithstanding any other provisions of this Article or any other provisions of these By-Laws to the contrary, commencing with the first annual meeting of the Unit Owners, the Declarant shall have the right to vote all of the Common Interests attributable to Units owned by Declarant. Declarant shall have the right to designate all of the Residential Board Members during the Control Period. Notwithstanding the foregoing, Declarant may, at its discretion, relinquish voting control of the Board of Managers prior to the end of the Control Period. So long as Declarant owns at least one (1) Unit, Declarant shall have the right to designate one (1) Residential Board Member.

2.4.3 The Non-Residential Board Member shall be designated by the Non-Residential Unit Owner.

2.4.4 The number of members of the Board of Managers may not be changed without the consent of Residential Unit Owners representing fifty-one percent (51%) of the Residential Common Interests, the Non-Residential Unit Owner(s), and the Declarant for so long as Declarant owns at least one (1) Unit.

2.5. Duties of the Board of Managers. The Board of Managers shall have the duties necessary for or incidental to the administration of the affairs of the Condominium, and shall make all decisions and take all actions affecting the Condominium and the Common Elements not otherwise delegated to the Unit Owners herein.

2.5.1 Notwithstanding anything to the contrary in these By-Laws, all determinations of the Board of Managers which affect only:

(a) Residential Units, do not materially and adversely affect the use and operation of Non-Residential Units, and do not increase the obligations of Non-Residential Unit Owners shall be made by the Residential Board Members, and the Residential Board Members may designate a committee comprised of Residential Unit Owners to make such determinations;

(b) Non-Residential Units, do not materially and adversely affect the use and operation of Residential Units, and do not increase the obligations of the Residential Unit Owners shall be made by Non-Residential Board Members.

Any dispute as to whether or not a determination materially and adversely affects any Units or Unit Owners shall be settled by arbitration in accordance with the provisions of these By-Laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Board of Managers within ten (10) business days of receipt by it of notice of such determination.

2.6. Powers of the Board of Managers. Subject to the terms of the Declaration and these By-Laws, the Board of Managers shall have the powers necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board of Managers by the Unit Owners). These powers shall specifically include, but are not limited to, the following:

(a) To operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, Limited Common Elements, Non-Residential Common Elements, and Residential Common Elements, including entering into contracts for utilities, services and supplies;

(b) To determine and levy monthly assessments ("Common Charges") to cover the cost of common expenses, payable in advance, and to allocate such Common Charges which may not necessarily be in accordance with each Unit's Common Interest, so long as it is in a way fairly attributable to all or a portion of the Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners;

(c) To collect, use and expend the Common Charges and assessments collected, to maintain, care for and preserve the Common Elements, and the Residential Common Elements. In no event shall Common Charges, Special Assessments or other funds received by the Board of Managers in connection with repairs of the Common Elements or Residential Common Elements be utilized to defray any expenses other than those related to the maintenance, repair and preservation of the Common Elements or Residential Common Elements respectively;

(d) To make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(e) To exercise the easements and access rights granted to the Board of Managers in the Declaration when necessary and with as little inconvenience to the Unit Owner as possible in connection with the maintenance, care and preservation of the property, including emergency repairs at all times whether or not the Unit Owner is present, provided that such utility or other easements shall not, to the extent commercially reasonable, interfere with the permitted use of Units;

(f) To open and maintain bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(g) To insure and keep insured the Common Elements in accordance with these By-Laws;

(h) To collect delinquent Common Charges and/or assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners of the property for violations of the Rules and Regulations herein referred to;

(i) To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment, to enter into contracts, and generally to have the powers of manager in connection with the matters hereinabove set forth;

(j) To bring and defend actions by or against more than one Unit Owner and pertinent to the operation of the Condominium. The Board of Managers may, in its discretion, fund the cost of any such litigation out of the Common Charge and/or assessments. The Board of Managers shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of Condominium and these By-Laws, and may fund the cost of any such litigation out of the Common Charge and/or assessments. Non-Residential Unit Owners shall not be responsible to fund, through the payment of Common Charges or otherwise, disputes among the Residential Unit Owners, or the Board of Managers and one or more Residential Unit Owners. Without limiting the foregoing, the Board of Managers may engage in litigation pertaining to the enforcement of the Sponsor's obligations, as such obligations are set forth in the Declaration of Condominium and these By-Laws, and to the maintenance and operation of the Common Elements;

(k) To acquire Units on behalf of all Unit Owners, including, but not limited to, in foreclosure or as a result of abandonment, and to take any and all steps necessary to repair or renovate any Unit so acquired, offer such Unit for sale or lease, or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers;

(l) To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners without the necessity of the consent thereto, or joinder therein, by the Unit Owners;

(m) To borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least sixty-seven percent (67%) of the Unit Owners in number and Common Interest, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of Fifty Thousand ($50,000.00) Dollars, except no consent shall be required to borrow money when financing is used in connection with payment of insurance premiums or the purchase of a Unit or license pursuant to the terms of an offering plan filed with the New York State Department of Law; (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Owner of said Unit; and (iii) such borrowing shall not modify the Budget Allocation or increase the obligations of a Non-Residential

Unit Owner;

(n) To act as an agent of each Unit Owner to complain or apply to the local and county Real Estate Tax Assessment Agency Board of Review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain tax advisors and/or legal counsel on behalf of all Unit Owners for which it is acting as agent and charge all such Unit Owners a pro rata share of expenses, disbursements, advisory fees, and legal fees for which charges the Board of Managers shall have a lien pursuant to these By-Laws;

(o) To sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made to any Unit by a Unit Owner, provided, however, that the Board of Managers shall not be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers;

(p) To collect funds from Unit Owners and accumulate reserves for capital replacements to the Units (the "Reserve Fund"). The Reserve Fund, if any, shall be used for the periodic maintenance, repair and replacement of the Common Elements. Non-Residential Unit Owners shall be obligated to contribute to the Reserve Fund, however, such contributions must go towards Common Elements that serve the entire Building and not Residential Common Elements;

(q) To collect monthly escrows from Unit Owners with their Common Charges for the payment of real estate taxes attributable to individual Units based upon the estimated tax bill for the entire Property at the then current tax rate until all of the Units are separately assessed, and deposit the same in a tax escrow account established by Declarant pursuant to an offering plan filed with the New York State Department of Law;

(r) To pay real estate taxes attributable to individual and separately assessed Units and assess such amounts to such Unit Owners as Common Charges or a Special Assessment;

(s) To establish, enforce, amend and otherwise modify Rules and Regulations relating to the operation of the Condominium from time to time, and such Rules and Regulations, and any amendments thereto, shall be binding upon the Unit Owners thirty (30) days after the date the Board of Managers has approved them in writing and delivered a copy of the same to each Unit Owner. Such Rules and Regulations, and any amendments thereto shall be applied uniformly to all Unit Owners or Residential Unit Owners and shall not reduce the rights granted to Non-Residential Unit Owners in the Declaration or these By-Laws; and

(t) To impose (i) move-in fees and charges, or (ii) transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other condition of transfer or lease shall be imposed upon the Non-Residential Unit Owner;

(u) To levy fines against Unit Owners for violations of the Declaration, By-Laws, or Rules and Regulations governing the operation and use of the Property.

2.7. Resignation and Removal of Board of Managers.

2.7.1. Any member of the Board of Managers may resign at any time by written notice delivered or sent by certified mail, return receipt requested, or by electronic mail to the Board of Managers. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective.

2.7.2. At any regular or special meeting of Unit Owners at which a quorum is established, (i) any member appointed or elected by Residential Unit Owners or Declarant may be removed for "Cause" (as hereinafter defined) by a Non-Residential Unit Owner, (ii) any member appointed or elected by Declarant may be removed for "Cause" by the Residential Unit Owners and Non-Residential Unit Owners, and (iii) any member appointed by a Non-Residential Unit Owner may be removed for Cause by the Residential Unit Owners or Declarant. Any member whose removal for Cause has been proposed shall be given an opportunity to be heard at the meeting. As used herein, "Cause" shall mean (i) conviction of a felony, (ii) conviction of any lesser crime or offense involving the property of the Condominium, or (iii) willful misconduct or gross negligence in the performance of their duties as a member of the Board of Managers. In the event of such removal, only a Non-Residential Unit Owner shall have the right to appoint a Non-Residential Board Member so removed, only the Residential Unit Owners may replace an elected Residential Board Member so removed, and only Declarant may replace a Declarant appointed Residential Board Member so removed.

2.7.3. A Non-Residential Unit Owner and Declarant shall have the right to remove their appointed member at any time with or without Cause. At any regular or special meeting of Unit Owners at which a quorum is established, any elected Residential Board Member may be removed and replaced by a vote of the Residential Unit Owners with or without Cause, pursuant to the terms of the By-Laws, at any regular or special meeting.

2.7.4. Vacancies. Except as otherwise set forth herein or in the Declaration, any vacancy on the Board of Managers shall be filled by the remaining members of the Board of Managers within twenty (20) days after the occurrence of any such vacancy. Any person so appointed shall be a member of the Board of Managers for the remainder of the prior member's term or until their successor shall be elected or appointed.

2.8. Board of Managers Meetings. Regular meetings of the Board of Managers shall be held at least four (4) times annually. Board of Managers members may appear at meetings by telephone or other electronic transmission provided all members may hear and be heard by all other members in attendance. The President may call a special meeting of the Board of Managers at their discretion unless directed by a majority of the Board of Managers to call a special meeting.

2.9. Quorum. A quorum of the Board of Managers shall consist of at least two (2) Non-Residential Board Members and at least four (4) Residential Board Members. In the event a quorum is not reached at a meeting, the members present shall adjourn the meeting in accordance with their rules and send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If at the adjourned meeting there is no quorum, the members present at the meeting shall adjourn the meeting in accordance with their rules and again send a notice for a second adjourned meeting to be held within fifteen (15) business days of the adjourned meeting. If there is no quorum at such adjourned meeting, one (1) Non-Residential Board Member and three

(3) of the Residential Board Members, provided the Residential Board Members have attended all three meetings, may then act for the Board of Managers at the third meeting even though there is no quorum present. Notwithstanding the foregoing, a quorum of four (4) Residential Board Members shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to the Residential Units; and (b) Non-Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting; a quorum of three (3) Non-Residential Board Members shall be sufficient for a Board of Managers meeting provided (a) the topics to be addressed at such meeting relates solely to Non-Residential Units; and (b) the Residential Board Members have been notified of the date, time, location and topics to be addressed at such meeting.

2.10. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of members present; provided however, the Board of Managers shall not make any decisions or conduct any transactions that adversely affect and ununiformly apply to a Non-Residential Unit or Non-Residential Unit Owner. If a majority cannot be reached by the members present, the vote shall be adjourned for the next meeting at which a quorum is present; if a majority cannot be reached at that meeting, the issue shall be presented to Unit Owners to vote at a special meeting or annual meeting. When a quorum is present at any meeting, all decisions and actions affecting only: (i) Residential Units, Residential Unit Owners, and/or Residential Common Elements shall require the vote of a majority of the Residential Board Members; or (ii) Non-Residential Units, Non-Residential Unit Owners, and/or Non-Residential Common Elements shall require the vote of the Non-Residential Board Member(s).

2.11. Compensation. Managers and officers shall receive no compensation from the Condominium for their services.

2.12. Fidelity Bonds. The Board of Managers may obtain or ensure maintenance of fidelity bonds, in amounts deemed appropriate by the Board of Managers, for all of its members, officers, and employees. The premiums on such bonds shall be a Common Expense.

2.13. Annual Statement. The Board of Managers shall furnish to all Unit Owners and the Department of Law (if and when required by law), and shall present annually (at the annual meeting) and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement and a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners' meeting.

2.14. Liability of Board of Managers. Any contract, agreement or commitment made by the Board of Managers shall state that it is made by such member as agent for the Board of Managers, and that no member of the Board of Managers, or individual Unit Owners shall be liable under such contract, agreement or commitment. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for gross negligence or willful misconduct or acts made in bad faith, and the Unit Owner shall jointly and severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a Board of Managers member in accordance with their duties as such member, except as set forth herein. Each

member of the Board of Managers shall exercise powers and perform duties in good faith and in the best interests of the Condominium and shall comply with Section 727 of the New York Business Corporation Law, as may be amended from time to time.

2.15. Managing Agent. At its discretion, the Board of Managers may employ for the Condominium a managing agent under a term contract or otherwise at compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, all of the delegable duties of the Board of Managers listed in this Article.

ARTICLE 3 UNIT OWNERS

3.1. Annual Meetings. The first annual meeting of the Unit Owners shall be held within three hundred-sixty (360) days from the closing of title to the first Unit, or as soon thereafter as is practicable. At such meeting, Non-Residential Unit Owner(s) shall designate Non-Residential Board Member(s), and the Declarant shall designate the Residential Board Members. Thereafter, annual meetings of the Unit Owners shall be held in October (or as near thereto as practicable) of each year; Non-Residential Board Member(s) and Residential Board Members shall be appointed and/or elected at such annual meetings pursuant to these By-Laws.

3.2. Special Meetings. The President shall call a special meeting of the Unit Owners as directed by a majority of the Board of Managers or upon a petition signed by Unit Owners representing fifty-one (51%) of the Unit Owners in number or Common Interest having been presented to the Secretary of the Board of Managers.

3.3. Voting. Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Sponsor with respect to Units owned by Sponsor or Successor Sponsor) shall be entitled to cast one vote for each .0001% of Common Interest attributable to their Unit(s). If only the vote of the Residential Unit Owners is required, the required percentage of votes shall mean a required percentage in terms of total Residential Common Interests, and not the Common Interest.

3.4. Quorum. Except when the vote of more than fifty percent (50%) of Unit Owners is required, a quorum of all the Unit Owners shall consist of at least a Non-Residential Unit Owner, and Residential Unit Owners representing thirty percent (30%) of the total Residential Common Interest, in person, by telephone or other electronic transmission provided all Unit Owners may hear and be heard by all other Unit Owners in attendance, or by proxy. If prior to a meeting, ballots are issued or votes are cast, a vote cast by a Unit Owner or by proxy shall constitute attendance at a meeting. When a vote of more than fifty percent (50%) of Unit Owners is required, a quorum shall consist of a Non-Residential Unit Owner, and sufficient Residential Unit Owners representing the minimum percentage of votes required pursuant to the Declaration and By-Laws. In the event a quorum is not reached at the annual meeting or a special meeting, the Unit Owner present shall adjourn the meeting in and send a notice for an adjourned meeting to be held within fifteen (15) business days of the original meeting. If at the adjourned meeting there is no quorum, the Unit Owner present at the meeting shall adjourn the meeting and again send a notice for an adjourned meeting to be held within fifteen (15) business days of the adjourned meeting.

3.4.1. With respect to any meeting of solely the Residential Unit Owners, a quorum shall

consist of Residential Unit Owners representing thirty percent (30%) of the Residential Common Interests.

3.4.2. With respect to any meeting of solely Non-Residential Unit Owners, a quorum shall consist of all Non-Residential Unit Owner(s).

3.5. Vote Required to Transact Business. When a quorum is present at any meeting, all decisions affecting the Common Elements, both Residential Units and Non-Residential Units, or the entire Property shall require the vote of a majority of votes cast at the meeting; provided however, the Unit Owners shall not make any decisions or conduct any transactions that adversely affect and ununiformly apply to a Non-Residential Unit or Non-Residential Unit Owner. When a quorum is present at any meeting, all decisions and actions affecting only: (i) Residential Units, Residential Unit Owners, and/or Residential Common Elements shall require the vote of a majority of Residential Unit Owners representing fifty-one percent (51%) of the total Residential Common Interest present; or (ii) Non-Residential Units, Non-Residential Unit Owners, and/or Non-Residential Common Elements shall require the vote of Non-Residential Unit Owners. Each Unit Owner present in person or by proxy shall be entitled to cast the votes appurtenant to their Unit at the time of such meeting or at such prior date, not more than twenty (20) days prior to such meeting, as may be prescribed by the Board of Managers; a Unit Owner does not need to be present to vote if they cast a vote prior to a meeting. With the exception of any votes cast prior to a meeting, voting by Unit Owners shall be viva voce unless any Unit Owner present at the meeting, in person or by proxy, demands a vote by written ballot, in which case the voting shall be by ballot, and each ballot shall state the name of the Unit Owner voting and the number of votes appurtenant to their Unit, and in addition, the names of the proxy of such ballot if cast by a proxy.

3.6. Proxies. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

3.7. Right to Vote. At any meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person, by telephone or other electronic transmission, or by proxy. Except as otherwise stated in the Declaration or these By-Laws, no Unit Owner may vote at any meeting if the Unit Owner is not current in payment of their Common Charges. If a Unit is owned by multiple Unit Owners only the vote of one such Unit Owner shall be required or counted.

3.8. Waiver and Consent. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the By-Laws or Article 9-B of the Real Property Law, such vote and meeting may be dispensed with if a sufficient number of Unit Owners (both in absolute number and in aggregate Common Interests) to approve such an action at duly constituted meeting of the Unit Owners pursuant to the Declaration or these By-laws consent in writing to the adoption of a resolution approving such action; all written consents given by Unit Owners pursuant to this section shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

3.9. Notice of Meetings. Notice of each annual meeting or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be

transacted thereat except as stated in the notice. All notices hereunder shall be given by mail or electronic mail, at least ten (10) but no more than forty (40) days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their addresses at the Property, an electronic mail address or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting.

3.10. Place of Meetings. Meetings of the Unit Owners shall be held at the Condominium, or at such other suitable and convenient place in the City of New York, as may be designated by the Board of Managers, or at the discretion of the Board of Managers, the meetings can be held by video conferencing or similar telephonic platforms.

3.11. Order of Business. The order of business shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading of minutes of preceding meeting;
(d) Report of officers;
(e) Election of Board of Managers (in the event there is an election);
(f) Unfinished business; and
(g) New business.

ARTICLE 4 OFFICERS

4.1. Elective Officers. The officers of the Condominium shall be elected by the Board of Managers and shall be a President, Vice President, Secretary, and Treasurer. Two or more offices may be held by the same person so long as there are at least three (3) officers; the President and Vice President cannot be held by the same person.

4.2. Election. The Board of Managers at its first meeting after each annual Unit Owners' meeting shall elect a President, Vice President, Secretary, and Treasurer. Only the President must be a member of the Board of Managers.

4.3. Appointive Officers. The Board of Managers may appoint such other officers and agents as it shall deem necessary that shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Managers.

4.4. Term. The officers shall hold office until their successors are elected and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

4.5. The President. The President shall be the chief executive officer of the Condominium; shall preside at all meetings of the Unit Owners and Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board of Managers are carried into effect and shall have such other powers and duties as are usually vested in the office of President

of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6. The Vice President. The Vice President shall take the place of the President and perform their duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7. The Secretary. The Secretary shall attend all sessions of the Board of Managers and all Unit Owners' meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notices of all Unit Owners' meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President under whose supervision he shall be.

4.8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he may be ordered by the Board of Managers, making proper vouchers for such disbursements and shall render to the President and the Board of Managers, at the regular meeting of the Board of Managers or whenever they may require it, an account of all their transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid.

4.9. Agreements. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed on behalf of the Condominium by the President or such other person as may be designated by the Board of Managers. However, the Board of Managers may, by resolution, determine that any instruments in excess of a specified amount be countersigned by the President and a second officer.

ARTICLE 5 INDEMNIFICATION

The Condominium shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Condominium to procure a judgment in its favor by reason of the fact that they, their testator or intestate, is or was a member of the Board of Managers or officer of the Condominium, or is or was serving at the request of the Condominium as a member of the Board of Managers or officer against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by them in connection with the defense or settlement of such action, or in connection with an appeal therein, if such member of the Board of Managers or officer acted, in good faith, for a purpose which they reasonably believed to be in the best interest of the Condominium, except that no indemnification shall be made to or on behalf of any member of the Board of Managers or officer if a judgment or other final adjudication adverse to the member of the Board of Managers or officer establishes that their acts were

committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that they personally gained in fact a financial profit or other advantage to which they were not legally entitled.

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1. Common Elements.

6.1.1 The Board of Managers shall be responsible for all maintenance, repairs and replacement of the Common Elements, except as otherwise set forth in these By-Laws or the Declaration. The Board of Managers and its agents, employees and contractors shall have a right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these By-Laws or the Declaration.

6.1.2 The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines part of the Common Elements, and shall make all necessary structural repairs to any such Common Element, and the cost thereof shall be a Common Expense allocated among Unit Owners as set forth in the Budget Allocation, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner, in which event such cost and expense shall be assessed to and paid for by such Unit Owner, together with an administrative expense equal to 20% of all costs in connection therewith.

6.2. Residential Common Elements. The Board of Managers shall be responsible for the repair and maintenance of the Residential Common Elements. However, the costs of operating, repairing and maintaining the Residential Common Elements, and the Limited Common Elements to the extent that it is the Board of Managers' obligation to effect such repairs, shall be a Residential Common Expense to be apportioned among the Residential Unit Owners according to their Residential Common Interests.

6.3. Repairs and Maintenance of Units.

6.3.1. Except as otherwise specifically provided in the Declaration or in these By-Laws, all maintenance, repairs, and replacement in the Units, including plumbing stoppages, window cleaning, painting, decorating, fixtures, pipes, wires, circuit breakers, and conduits located in and exclusively servicing the Unit, and a Limited Common Element appurtenant to its Unit shall be made by the respective Unit Owners at their own cost and expense. The Unit Owners shall also be responsible for all maintenance, repairs and replacement of any and all HVAC equipment exclusively servicing their Unit.

6.3.2. In the event that a Unit Owner fails to make any maintenance or repair necessary to protect any of the Common Elements, Residential Common Elements, Non-Residential Common Elements, or Limited Common Element appurtenant to its Unit or its own Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after ten (10) days' written notice or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs and/or maintenance, together with an administrative expense equal to 20%

of all costs in connection therewith. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to their Unit or for repairs to any Common Elements, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with the interest on all sums due, as additional Common Charges.

6.3.3. Windows to a Unit, including window glass and window frames, and entrance doors to a Unit or Limited Common Element shall be repaired and replaced by the Unit Owner at the Unit Owner's cost and expense unless otherwise decided by the Board of Managers or by vote of Unit Owners to clean, repair, or replace the windows and/or doors of multiple Units, in which case such cost and expense shall be a Common Expense.

6.4. Repairs to Limited Common Elements. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element, including pipes, wires, and conduits exclusively servicing the Unit. However, any structural or non-ordinary repairs or replacements to a Limited Common Element shall be made by the Board of Managers, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense unless the need for such repair or replacement was caused by the wrongful or negligent act or omission of a Unit Owner or their tenants, guests, or invitees whereby the cost shall be charged to such Unit Owner. The Board of Managers shall have the right of access to, in, and through these areas for the purpose of doing building maintenance inspections. No structures of any kind may be erected on Limited Common Elements without the express written permission of the Board of Managers, except for temporary structures. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to their Unit, and which change deviates from the Limited Common Element as it was originally delivered by Declarant, must first obtain express written permission from the Board of Managers; for as long as Declarant owns at least one Unit, a Unit Owner must also obtain express written permission from the Declarant.

6.5. Standard of Repairs. All repairs, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows or the exterior surface of the Building or to any visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style, color, dignity and character of the Building, as determined by the Board of Managers in its sole discretion.

ARTICLE 7 CHANGES AND ALTERATIONS

7.1. The public areas of the Condominium and those residential areas exposed to public view or other Unit Owners shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Board of Managers in its sole discretion, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by the Board of Managers, and (ii) each Unit Owner with respect to interior surfaces of windows and shades, venetian or other blinds, drapes, curtains, or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no

Residential Unit Owner shall be permitted to enclose, erect a greenhouse, and/or alter a terrace or balcony appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written approval of the Board of Managers. The Board of Managers may issue regulations concerning the size, type, and color of window treatments to be installed on the windows of Units in other to provide a visually harmonious appearance. The Board of Managers may limit the types of personal items, furnishings, and plantings that may be placed on terraces or balconies appurtenant to a Unit.

7.2. Changes and Alterations to Units and Limited Common Elements.

7.2.1 The Declarant may make Alterations to Units and appurtenant Limited Common Elements owned by Declarant without the prior approval and consent of the Board of Managers in any manner that does not materially and adversely affect any structural elements of the Building or any Building systems that serve other Units or the Common Elements.

7.2.2 Except as otherwise provided in the Declaration, Alterations to the Units and appurtenant Limited Common Elements other than by Declarant are subject to the approval of the Board of Managers; such consent will not be unreasonably withheld, conditioned, or delayed, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Furthermore, Unit Owners (other than Declarant) may not apply for any permits for construction work in a Unit or Limited Common Elements until after the final Certificate of Occupancy has been issued for the Building by the Department of Buildings. The Unit Owner or tenant seeking to make such Alterations shall provide the Board of Managers, and the Declarant if applicable, with copies of all plans and drawings related to the proposed Alteration, and any information reasonably requested by the Board of Managers and the Declarant. Upon receipt of all requested information, the Board of Managers, and the Declarant if applicable, shall have ten (10) business days to issue a determination of whether such plans would have any material or adverse effect. The Board of Managers' failure to respond within such time shall be deemed a determination that the proposed Alteration will not have any material or adverse effect. No application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its members.

7.3. Changes to the Common Elements. Alterations to the Common Elements, and/or Residential Common Elements must be approved by the Board of Managers.

7.4. Scaffolding and Other Temporary Structures. In the event the Board of Managers, or the Declarant erects scaffolding, "bridges" or other temporary structures to perform renovations, improvements or other work to or at the Building or any part thereof, the Board of Managers will use, or cause the Unit Owner performing the work to use, commercially reasonable efforts to minimize interference with the use of Non-Residential Units, including, but not limited to access

and signage, and to minimize the period of time the same is erected. In the event exterior signage is obscured thereby, the party installing the temporary structures, subject to the requirements of the Declaration, the By-Laws and all applicable law, shall install or pay for the installation of temporary signage in place of the obscured signage on behalf of Non-Residential Unit Owners or its tenant upon such temporary structures located directly in front of the applicable Non-Residential Unit in the maximum size that such structure can reasonably accommodate. No signage other than Non-Residential Unit Owners' or its tenants' signage shall be erected or placed upon such temporary structures in the space which is located directly in front of such Unit.

7.5. Veto Rights. Unit Owners, and/or the Declarant, if the Declarant still owns any Units in the Condominium, shall have the right to veto any proposed Alteration that would have a material and adverse impact on such Unit Owner's Unit.

7.6. Minimum Requirements. All changes and Alterations to the Building, the Common Elements and the Units must be performed in accordance with applicable law by licensed and insured contractors.

7.7. Changes to Units or Common Element. With respect to any repairs, maintenance, alterations, or other work performed by a Unit Owner that affects a Common Element or Unit not owned by said Unit Owner, said Unit Owner shall be responsible to restore the affected Common Element or Unit to as near as commercially reasonable and practicable to the condition and finish existing immediately prior to said work.

ARTICLE 8 NOTICES

8.1. Definition. All notices required or desired to be given hereunder to the Board of Managers, shall be personally delivered, sent by electronic mail, or sent by certified mail or overnight mail to the office of the Board of Managers or to such other address as the Board of Managers may designate from time to time; to the Unit Owners by personal delivery, sent by electronic mail, or sent by certified mail or overnight mail notice to all Unit Owners and to all Permitted Mortgagees(if applicable), and if there is a managing agent of the Board of Managers, a duplicate shall be sent in like manner to such managing agent.

8.2. Waiver of Service of Notice. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof. Notwithstanding anything contained herein to the contrary, if notice is not properly given, attendance by the person or person entitled to such notice at an Annual Meeting or special meeting shall waive this notice requirement.

8.3. Notice to Permitted Mortgagee.

The Board of Managers shall provide timely written notice to a Permitted Mortgagee for the following:

A. Notice of unpaid Common Charges and default notice of any default or violation by the Unit Owner in the payment of Common Charges or the observance or performance of any

of the provisions of the Declaration and By-Laws as to which the Board of Managers has actual knowledge then exists which remains uncured for a period of sixty (60) days; and when giving notice of any default or violation to such mortgagor Unit Owner, the Board of Managers shall also send a copy of such notice to such Unit Owner's Permitted Mortgagee.

B. Notice of any condemnation or casualty loss which affects a material portion of the Property or a Unit on which there is a Permitted Mortgage held, insured or guaranteed by such Permitted Mortgagee, as applicable.

C. Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board of Managers.

D. Notice of any proposed action under the Declaration or these By-Laws which would: (i) change the boundaries of any Unit; (ii) change the interests in the common elements pertaining to a Unit; (iii) change the number of votes pertaining to a Unit; (iv) change the use restrictions of any Unit; (iv) any proposed termination of the condominium.

E. In no event, however, shall the Board of Managers (including its members, officers, agents, attorneys and employees) and Unit Owners be liable for any claims or liabilities and expenses for any failure, through oversight or negligence, in giving a Permitted Mortgagee of any notice required under subsections (A) through (D) above. Nonetheless: (a) the Board of Managers shall give such missed notice with reasonable promptness after discovering such failure; and (b) if the Board of Managers shall foreclose its lien on such mortgagor's Unit hereof by reason of the mortgagor-Unit Owner's default or violation, the Board of Managers shall pay to such Permitted Mortgagee the extent of any undistributed net proceeds of said foreclosure sale of such Unit then held by the Board of Managers (subject to an in accordance with the lien priority), but not more than the sum as shall be due and owing to such Permitted Mortgagee.

ARTICLE 9 FINANCES

9.1. Checks. All checks or demands for money and notes of the Condominium shall be signed by the President and such other person or persons as the Board of Managers, may from time to time, designate.

9.2. Common Charges & Assessments.

9.2.1. From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in these By-Laws, except that the Board of Managers shall provide a copy of any proposed budget to Unit Owners no later than the 31st day of each December; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with the Budget Allocation, which allocations are based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common

Elements by particular Unit Owners as authorized by §339-m of the Condominium Act. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Board of Managers may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

9.2.2. In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject to the strictures set forth in these By-Laws, to levy special assessments ("Special Assessments") to meet the Common Expenses. The Board of Managers shall give each Unit Owner not less than ten (10) days' written notice prior to the date upon which the Board of Managers shall meet to discuss levying Special Assessments, with reasonable detail of the nature and purpose of the Special Assessment. As applicable, Special Assessments shall be allocated and assessed amongst the Unit Owners in accordance with the allocations set forth in Schedule D to the Declaration. In the event the cost or expense resulting in the Special Assessment does not fall within one of the categories set forth in Schedule D, then the Special Assessment shall be based on the proportion of expenses and charges fairly attributable to Units, based upon estimated usage of particular services, or based upon special or exclusive use or availability or exclusive control of particular Common Elements by particular Unit Owners. Special Assessments levied against the Residential Unit Owners relative to (i) the Common Elements, after the aforementioned allocation between the Residential Units and Non-Residential Units is affected, and (ii) the Residential Common Elements and/or the Limited Residential Common Elements shall be levied against all Residential Unit Owners in proportion to their respective Residential Common Interests. Special Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges.

9.2.3. Each Unit Owner must comply strictly with the Declaration, By-Laws, and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for the imposition of fines, which fines shall constitute additional Common Charges and for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation, the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance. Any Unit Owner who fails to comply with the Declaration, By-Laws, and the rules, regulations, resolutions an decisions adopted pursuant thereto shall be liable for all costs and expenses incurred by the Board of Managers in enforcing the Declaration, By-Laws, and/or the

rules, regulations, resolutions an decisions adopted pursuant thereto, including reasonable attorneys' fees, which costs and expenses shall constitute additional Common Charges.

9.3. Failure to Pay Assessments.

9.3.1. Unit Owners shall pay promptly when Common Charges and Special Assessments are assessed against their Unit. Any Unit Owner who fails to pay Common Charges shall be liable for any expenses incurred by the Board of Managers in collecting said monthly Common Charge assessment, including interest at the highest legal rate and reasonable attorneys' fees.

9.3.2. In the event of a default in the payment of any monthly Common Charge assessment by any Unit Owner except Declarant, the Board of Managers, at its sole option, may declare the Common Charge assessment on said Unit Owner's Unit for the balance of the fiscal year immediately due and payable. Prior to making any such declaration following a default, the Board of Managers shall send notice to the delinquent Unit Owner and the Permitted Mortgagee, if any, giving the Unit Owner a five (5) day grace period in which to make their payment. The Board of Managers may charge the delinquent Unit Owner a fee of (a) the greater of One Hundred Fifty ($150.00) Dollars or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the highest legal rate (but in no event in excess of the maximum rate permitted by applicable law) on the Common Charge assessment from its due date to the date payment is actually received from the Unit Owner to cover the additional burden to the Board of Managers occasioned by the lack of timely payment. Special assessments, should such be required, shall be levied and paid in the same manner as hereinabove provided for regular assessments.

9.3.3. The Board of Managers shall take action to collect any Common Charges due from any Unit Owner which remain unpaid ninety (90) days from its due date by way of foreclosure of the lien on such Unit in accordance with §339 of the Real Property Law, or otherwise. Under §339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in Queens County, and until all sums secured thereby, with the interest accrued thereon at the highest legal rate, shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien

9.3.4. No Unit Owner shall be liable for any Common Charges that accrue against a Unit subsequent to a sale, transfer or other conveyance of the Unit in accordance with these By-Laws and the Declaration. A purchaser of a Unit (other than a mortgagee or a purchaser at a foreclosure sale) shall be liable for the payment of all Common Charges assessed against the Unit and unpaid at the time of the purchase.

9.3.5. If a Unit Owner rents any Unit to a rental tenant and then fails to make payments

due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rent payments from the tenant shall attorn to the Board of Managers and shall be directly payable to the Board of Managers.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide written notice to the tenant and the Unit Owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Board of Managers at the address listed on the notice. At such time as payments for Common Charges, assessments and late fees from the Unit Owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and Unit Owner. Thereafter all rental payments shall be made payable to the Unit Owner or a designated agent. A Unit Owner who disputes the Board of Managers' claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board of Managers, which must be held within thirty (30) days from the date the Board of Managers receives notice that such Unit Owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. Payment by a rental tenant to the Board of Managers made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the Unit Owner and shall be an absolute defense in any non-payment proceeding commenced by such Unit Owner against such tenant for such rent.

9.4. Foreclosure of Liens for Unpaid Assessments. The Board of Managers shall have the power to purchase any Unit at a foreclosure sale resulting from any action brought by the Board of Managers to foreclose a lien on the Unit because of unpaid assessments. In the event of such purchase, the Board of Managers shall have the power to hold, lease, mortgage, sell, vote or otherwise deal with the Unit. A suit to recover a money judgment for unpaid assessments shall also be obtainable separately without waiving the lien on the Unit.

9.5. Statement of Assessments. Upon the written request of any Unit Owner or their mortgagee, the Board of Managers shall promptly furnish such Unit Owner or their mortgagee with a written statement of the unpaid assessments due from such Unit Owner.

9.6. Liability for Water, Sewage, Gas and Electricity**.** Each Unit Owner shall be responsible for paying for the costs of separately metered or sub-metered utilities for their Unit. Commonly metered utilities will be paid by the Board of Managers as a Common Expense, and the costs allocated among the Unit Owners as Common Charges.

9.7. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all monthly and special assessments as fixed and determined for all Units. Disbursements from said account shall be for the general needs of the operation including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

9.8. Other Accounts. The Board of Managers shall maintain any other accounts it shall deem necessary to carry out its purposes.

ARTICLE 10 INSURANCE AND INSURANCE TRUSTEE

10.1. Insurance to be Carried by the Board of Managers. Not later than the date the first Unit is conveyed, the Board of Managers shall obtain, and maintain to the extent obtainable, all risk or fire insurance with extended coverage, loss of business, income/extra expense, boiler and machinery, insuring the Condominium, including all of the Units and the bathrooms and fixtures initially installed therein, together with all heating, air conditioning and other service machinery contained therein, covering the interest of the Condominium, the Board of Managers and all Unit Owners and their Permitted Mortgagees, as its interest may appear, in an amount equal to at least one hundred percent (100%) of the replacement value of the Building exclusive of the land, foundation, excavation and other items normally excluded from coverage. Each of such policies shall contain New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any thereunder, shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; and such other insurance as the Board of Managers may determine. The Board of Managers is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims. All of such policies shall provide that adjustment of loss shall be made by the Board of Managers and all policies of physical damage insurance shall provide that the proceeds thereof, if $100,000 or less, shall be paid to the Board of Managers, and if in excess of $100,000 shall be paid to the Insurance Trustee. The Board of Managers is hereby appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each owner of any interest in the Condominium property to adjust all claims arising under insurance policies purchased by the Board of Managers and to execute and deliver releases upon the payment of claims.

10.1.1 All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rate liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

10.1.2 The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, general comprehensive liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, managing agent, if any, and each Unit Owner. Such comprehensive general liability insurance shall also cover cross-liability claims of one insured against another and shall be in a single limit of not less than One Million Dollars ($1,000,000) covering all claims for bodily injury and for property damage arising out of one occurrence. Such comprehensive general liability insurance shall commence on the closing of title to the first Unit. The Board of Managers shall also be required to carry

workmen's compensation insurance should it be required by law.

10.1.3 Each Unit Owner shall be required to have in place as of the date they acquire title a policy insuring the improvements and betterments in its Unit, and naming the Condominium and the Board of Managers as the additional insured. In addition, a Non-Residential Unit Owner, or their tenant, shall be required to carry commercial liability insurance effective as of the date they acquire title with liability coverage of not less than $1,000,000.00 for each incident and $2,000,000.00 in the aggregate. Residential Unit Owners shall be required to carry homeowner's liability insurance effective as of the date they acquire title in amounts acceptable to the Board of Managers. All Unit Owners must maintain current certificates of insurance with the Board of Managers, or the managing agent if any. All policies required pursuant to this subsection shall contain waivers of subrogation, and shall not affect or diminish for any reason any insurance procured by the Board of Managers. The Board of Managers shall not be responsible for ensuring that Unit Owners are insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery. In the event a Unit Owner fails to obtain the requisite insurance or deliver evidence of same to the Board of Managers, as required, the Board of Managers may, in its sole and absolute discretion, (i) obtain such insurance on behalf of said defaulting Unit Owner or (ii) impose such fines and penalties as the Board of Managers may determine in its sole discretion, including without limitation, a per diem penalty for each day that the Unit Owner does not provide evidence of coverage and in either event such sums shall, for all purposes, constitute Common Charges payable by such Unit Owner.

10.1.4. Each of the Board of Managers and the Unit Owners (the "Releasing Party") hereby releases and waives for itself, and each person claiming by, through or under it, the Board of Managers and each other Unit Owner (the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Condominium, which loss or damage is of the type covered by the insurance required to be maintained under this Article, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self-insurance reserve. The Releasing Party agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. These provisions are intended and intended to be mutual waivers of subrogation.

10.2. The Insurance Trustee. The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York. Until such time that the mortgage lien held by the Declarant remains outstanding, the Declarant's Permitted Mortgagee shall act as Insurance Trustee; in the event the Declarant's Permitted Mortgagee resigns or fails to qualify as Insurance Trustee, Declarant's Permitted Mortgagee shall have the right to designate a new Insurance Trustee or to allow the Board of Managers to designate a new Insurance Trustee that shall be a bank or trust company located in the State of New York.

10.3. Restoration or Reconstruction After Fire or Other Casualty.

10.3.1 In the event of damage to or destruction of the Building as a result of fire or other casualty (unless 75% or more of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners, inclusive of all Non-Residential Unit Owners, do not duly and promptly resolve to proceed with repair or restoration), subject to the provisions of any mortgage covering the Premises, the Board of Managers or the Insurance Trustee shall arrange for the prompt repair and restoration of the Building (including all kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air conditioning or other service machinery which is covered by insurance, but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) and the Board of Managers, or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

10.3.2 If seventy-five percent (75%) or more of the building containing the Units is destroyed or substantially damaged (as determined by the Board of Managers), and all Non-Residential Unit Owners and seventy-five percent (75%) of the Residential Unit Owners in number do not duly and promptly resolve to proceed with repair or restoration, and fifty-one percent (51%) of Permitted Mortgagees consent, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to these By-Laws, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interests, after first payment out of the share of each Unit Owner the amount of any unpaid liens on their Unit, the order of the priority of such liens.

10.3.3 "Prompt" and "promptly" as used in this section shall mean the later of (i) ninety (90) days from the date the Insurance Trustee or the Board of Managers receives the insurance proceeds, or (ii) sixty (60) days from the date the Insurance Trustee or the Board of Managers notifies the Unit Owners that the insurance proceeds are insufficient to pay the estimated costs of repair and/or restoration.

ARTICLE 11 OPERATION OF PROPERTY

11.1. Other Provisions as to Use. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners or the Board of Managers, whoever shall have the obligation to maintain such part of the Property.

11.2. Right of Access.

11.2.1 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit to the Board of Managers, the managing agents, managers, and/or any other person

authorized by any of the foregoing upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

11.2.2 Each Unit Owner grants a right of access as set forth in the Declaration to such Unit Owner's Unit, and the Board of Managers shall grant rights of access to the Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

11.2.3. If there is to be any construction, excavation, façade inspections, or other similar activities adjacent to the Building, the Board of Managers may enter into a license agreement with the neighboring property owner on behalf of all Unit Owners with regards to protecting the Common Elements, Limited Common Elements, and each Unit; each Unit Owner shall permit the Board of Managers or the licensee to enter each Unit, Limited Common Element, or Common Element to perform such work as the Board of Managers deems necessary to protect the Building, without any abatement of Common Charges or compensation to the Unit Owner(s) impacted; any license fees derived from any license agreement with neighboring properties shall be retained by the Condominium or dispersed to compensate directly impacted Unit Owner(s) in the sole discretion of the Board of Managers. With the consent of the Board of Managers, which consent may be issued or revoked at any time in the Board of Managers' sole discretion, a Unit Owner with a directly impacted Unit may participate in the negotiation of a license agreement with neighboring property owners or may be allowed to enter into a separate license agreement solely for their Unit or a Limited Common Element appurtenant to such Unit Owner's Unit; any license agreement covering a Limited Common Element entered into without the prior consent of the Board of Managers shall be voidable at the election of the Board of Managers.

11.3. Abatement and Enjoinment of Violations by Unit Owners

11.3.1 The breach of any provisions contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board of Managers shall not thereby be deemed guilty or liable in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.2 The violation or breach of any of the provisions of these By-Laws or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

11.3.3 In the event the Board of Managers and/or the Declarant (hereinafter the "Creditor

Party") takes any action or brings any proceeding against a Unit Owner (excluding Declarant) (hereinafter the "Defaulting Unit Owner") pursuant to the provisions of the Declaration or these By-Laws, the Defaulting Unit Owner shall reimburse the Creditor Party for all reasonable costs and charges incurred by the Creditor Party in connection therewith, including without limitation, attorney's fees, together with all reasonable out of pocket costs and expenses incurred by the Creditor Party, together with interest on all of the foregoing at the rate of interest of 1.5% per month (but in no event in excess of the maximum rate permitted by law) from the date of the payment or performance of the service by the Creditor Party may bill the Defaulting Unit Owner therefor at any time. Such funds expended by the Creditor Party plus interest earned thereon, as aforesaid, shall be deemed a charge assessed against the Defaulting Unit Owners Unit and the failure to make such reimbursement shall be deemed a default in the payment of Common Charges subject to the provisions governing such defaults as set forth in the Condominium Act and the By-Laws and the Board of Managers, upon receipt of such funds from the Defaulting Party shall promptly reimburse the Creditor Party, provided that the Creditor Party is the successful party in such action or proceeding.

ARTICLE 12 SALE, LEASE AND MORTGAGING OF UNITS

12.1. Sale and Lease of Non-Residential Unit(s). Non-Residential Unit Owners may sell, lease, and/or mortgage their Unit without the prior approval or consent of the Board of Managers, subject to the use restrictions set forth in the Declaration and these By-Laws, and such sale or lease shall not be subject to the Board of Managers' right of first refusal.

12.1.1. Subordination, Non-Disturbance and Attornment. Any lease of a Non-Residential Unit shall be subordinate to the terms of the Declaration and these By-Laws, and any conflict between the terms of any such lease, and the Declaration and/or the By-Laws shall be resolved in favor of the latter. At the request of a Non-Residential Unit Owner, the Board of Managers will enter into a non-disturbance agreement (the "Non-Disturbance Agreement") in a form reasonably satisfactory to the Non-Residential Unit Owner, on commercially reasonable terms customary for similar mixed use buildings in the New York City metropolitan area, with any tenant of the Non-Residential Unit, which provides that, provided that the lease is in full force and effect, (i) unless required by law to preserve any claims on behalf of the Board of Managers against the Non-Residential Unit Owner, procedural or otherwise, the Board of Managers will not name or join the tenant as a party defendant in any action or proceeding to foreclose upon the Board of Managers' lien for Common Charges or other amounts against the Non-Residential Unit, (ii) it will recognize the tenant's rights pursuant to the lease, (iii) it will not disturb the tenant's possession or diminish the tenant's rights and privileges under the lease, (iv) it will not increase the tenant's obligations pursuant to the lease, (v) provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, it will not interfere with the tenant's use, possession or enjoyment of the Non-Residential Unit, and (vi) subject to the provisions of the Non-Disturbance Agreement and provided such tenant is not in default under the terms of such lease beyond all applicable notice and grace periods, the rights of the tenant granted pursuant to the lease will not be disturbed. In the event that the Board of Managers or any other party succeeds to the interests of a Non-Residential Unit Owner in a Non-Residential Unit by reason of the foreclosure of the Non-Residential Unit or the delivery of a deed to the Non-Residential Unit, the tenant will agree to be bound to the Board of Managers or other party under all of the terms, covenants and conditions of the Lease and the tenant will attorn to the Board of Managers or other party as its

landlord, and the Board of Managers will recognize the tenant as the direct tenant of the Board of Managers or its successor on the same terms and conditions as are contained in the lease. The Board of Managers, at the request of a Non-Residential Unit Owner, shall promptly execute and deliver the Non-Disturbance Agreement in confirmation of the foregoing. The Non-Residential Unit Owner, as applicable, shall pay all reasonable costs and expenses of the Board of Managers in connection therewith. During the Control Period, Declarant may execute any Non-Disturbance Agreement to be provided pursuant to the terms of this Article.

12.2. Sale and Lease of the Residential Units. No Residential Unit Owner, other than the Declarant, may convey their Unit or any interest therein by sale or lease except in the manner set forth in this Section. Any sale or lease of any Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers.

12.2.1 Right of First Refusal. Other than a sale or lease by Declarant, a successor of Declarant, a Permitted Mortgagee or their assignee, a sale or lease from a Unit Owner to an immediate family member, or a sale or lease from an ownership entity to an affiliate of said ownership entity, any lease or sale of a Residential Unit shall be subject to the Board of Managers' right of first refusal.

(a) Any contract to sell a Residential Unit, together with the Appurtenant Interests, and any lease of any Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Board of Managers by certified mail, or overnight mail, which notice shall be accompanied by a copy of the fully executed Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror"). The sending of this notice shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its appurtenant interests, or to lease the Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Board of Managers may reasonably request; such requests must be made within fifteen (15) days of receiving notice from the Offeree Unit Owner.

(b) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit Owner by certified mail, electronic mail, or overnight mail, not later than thirty (30) days (in the event of a proposed sale) and fifteen (15) business days (in the event of a proposed

lease) after receipt of (i) the notice referred to in subparagraph (a) hereof, or (ii) all other information requested by the Board of Managers, whichever is later, to purchase or lease the Offeree Unit, as the case may be, on behalf of all Residential Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Article to purchase or lease any Residential Unit without the prior approval of at least fifty-one percent (51%) of Residential Unit Owners by number and Residential Common Interest. The Board of Managers may use the Unit for any use permitted under the Declaration or these By-Laws.

(c) In the event the Board of Managers fails to exercise its right of first refusal within the time period set forth in subparagraph (b) above, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the Board of Managers, or (ii) the expiration of the period in which the Board of Managers might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such sixty (60) day period, then, should the Offeree Unit Owner thereafter elect to sell such Residential Unit or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of subparagraphs (a) and (b) hereof, but not more often than once in any twelve (12) month period. The Board of Managers shall have the right to waive this requirement for good cause shown, in its sole discretion.

(d) The Board of Managers shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in exercising its right of first refusal set forth herein.

(e) In the event the Board of Managers does exercise its right of first refusal with respect to the sale of a Residential Unit, the acquisition of the Unit may be made from the working capital and Common Charges, or, if such funds are insufficient, the Board of Managers may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Residential Unit Owner's percentage of Residential Common Interest, or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Residential Unit Owner, as provided above, for Common Charges for the Unit, or the rent due pursuant to the Lease, and for the cost of maintenance and repairs to such Unit. Neither the Board of Managers nor any Residential Unit Owner shall be entitled to cast any votes attributable to such Residential Unit.

(f) Notwithstanding the above, the right of first refusal held by the Board of Managers shall not adversely impact the rights of a mortgagee or its assignee to:

i. foreclosure or take title to a unit pursuant to the remedies in the mortgage;
ii. accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
iii. sell or lease a unit acquired by the mortgagee or its assignee.

In the event any provision in this section conflicts with (i) through (iii) above, the rights of the Permitted Mortgagee as set forth herein shall control.

12.2.2. Leasing. All leases of Residential Units must be for a minimum period of one (1) year (with each such lease being to a specific named tenant and with no right to substitute any other tenant during the term of the lease). All such leases shall be consistent with the By-Laws and shall contain such reasonable conditions as the Board of Managers may impose in order to protect the physical and financial security and continuity of the Condominium, including (but not limited to) the following provisions:

(a) the lease may not be modified, amended, extended or assigned, without the prior written consent of the Board of Managers;
(b) the tenant may not sublet the demised premises, or any part thereof, without the prior written consent of the Board of Managers;
(c) the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days prior written notice upon foreclosure of the lien granted by §339-z of the New York State Real Property Law; and
(d) the lease must contain an attornment provision that conforms with the provisions §339-kk of the Real Property Law.

The Board of Managers may establish other reasonable regulations governing leases of Residential Units from time to time. Except as set forth above, the form of any such lease shall be substantially in the then current form of apartment lease recommended by The Real Estate Board of New York, Inc. or New York City Bar Association with such modifications as may be approved in writing by the Board of Managers. The foregoing restrictions on leasing and the contents of leases contained herein shall not apply to a Residential Unit owned by Declarant, or a designee or successor of Declarant, or a Residential Unit owned by a mortgagee who took title for its own account in foreclosure or by deed in lieu of foreclosure.

12.2.3. Any purported sale or lease of a Unit in violation of right of first refusal shall be voidable at the election of the Board of Managers and if the Board of Managers shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject or evict the purported purchaser or tenant, as the case may be, in the name of said Unit Owner as the purported seller or landlord, as the case may be. Said Unit Owner shall reimburse the Board of Managers for all expenses (including attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale or lease of a Residential Unit in violation of this section release the Unit Owner which is the purported seller or lessor, as the case may be, from any of its obligations under the Declaration and By-Laws whether or not such sale or lease is voided by the Board of Managers.

12.3. Mortgages. A Unit Owner may mortgage their Unit with any lender provided that (i) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note and (ii) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. A Unit Owner who mortgages their Unit shall notify the Condominium through the Managing Agent, if any, or the President of the Board of Managers in the event there is no Managing Agent, of the

name and address of their mortgagee; and the Board of Managers shall maintain such information in a book "Mortgagees of Units." No provision of the Declaration or these By-Laws gives a Unit Owner or any other party priority over any rights of the first mortgagee of the Condominium Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

12.4. Waiver of Partition Rights. The Unit Owners waive all rights to partition their Unit except as otherwise set forth herein.

12.5. Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Unit Power of Attorney required under the Declaration.

12.6. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease their Unit unless and until all unpaid Common Charges assessed against their Unit shall have been paid to the Board of Managers. However, such unpaid Common Charges can be paid out of the proceeds from the sale of a Unit or by the grantee. Further, a Unit Owner may convey their Unit and their Common Interest appurtenant thereto, to the Board of Managers on behalf of all Unit Owners free of any cost to the Board of Managers or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Common Charges thereafter accruing against such Unit. The provisions of this Section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

12.7. Gifts, etc. Any Unit Owner may convey or transfer their Unit by gift during their lifetime or devise their Unit by will or pass same by intestacy without restriction.

ARTICLE 13 AMENDMENTS

13.1. General. Except as otherwise stated in the Declaration and this Article 13, these By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by all Non-Residential Unit Owners and sixty-seven percent (67%) of the Residential Unit Owners in number and Common Interest, and if material in nature by fifty-one percent (51%) of the Permitted Mortgagees; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. Approval or consent to any change to the Declaration or these By-Laws by a Permitted Mortgagee will be implied if the Permitted Mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified mail, with a "return receipt" requested. However, no amendment shall affect or impair the validity or priority of the Unit Owner's interests and the interests of holders of a mortgage encumbering a Unit or Units, or adversely affect Declarant’s rights. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor’s Mortgagee is required, provided that such mortgage has not yet been satisfied.

13.2. Amendments Affecting Solely Non-Residential Units or Residential Units.

13.2.1. Any provision of the Declaration or By-Laws benefiting, protecting or otherwise affecting only Non-Residential Units, and/or Non-Residential Unit Owners, other than provisions restricting the use of such Unit, may be amended, modified or deleted by Non-Residential Unit Owners

13.2.2. Any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units, the Declarant or the Residential Unit Owners may be amended, modified or deleted by the Declarant or by a vote of sixty-seven percent (67%) of the Residential Unit Owners by number as applicable without the consent of the Board of Managers or the other Unit Owners. However, the Board of Managers shall cooperate with the Declarant's or Residential Unit Owner's efforts to amend such provision, including executing, acknowledging and delivering any document required to effectuate such amendment.

13.3. Amendments Requiring Additional Consent.

13.3.1. Any amendment to these By-Laws that would materially and adversely impact the rights and obligations of a Non-Residential Unit Owner, or the permitted use of a Non-Residential Unit shall require the consent of Non-Residential Unit Owners

ARTICLE 14 CONDEMNATION

14.1. General. In the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than $100,000.00, and to the Board of Managers if the award is $100,000.00 or less.

14.1.1. Except as otherwise set forth herein, any award from such proceedings shall be distributed as follows:

(a) So much of the award as is applicable to Common Elements, to the Unit Owners pro rata according to their respective Common Interests appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to Limited Common Elements, to the Unit Owners having general use of such Limited Common Elements. Any change in the provisions of this Article shall not be valid unless a majority of the Permitted Mortgagees approves such a change. Notwithstanding the foregoing, wherever in this section the consent of a Permitted Mortgagee or fifty-one percent (51%) of Permitted Mortgagees is required, the written consent of the Sponsor's Mortgagee must be given, provided that such mortgage has not yet been satisfied.

14.1.2 In such eminent domain or condemnation proceeding, the Board of Managers shall request that the award shall set forth the amount allocated to Common Elements. In the event the award does not set forth such allocation, then the question of such allocation shall be submitted to arbitration in accordance with these By-Laws.

14.1.3. If a portion of any Unit shall be taken in condemnation or eminent domain proceedings and the Condominium is not terminated pursuant to such condemnation or eminent domain proceedings, the Board of Managers shall promptly prepare and record an amendment to the Declaration whereby Common Interest appurtenant to all remaining Units shall be adjusted proportionally based upon the amount of floor space taken and the Common Interests allocated to each Unit prior to the taking. In the event the reallocation of Common Interests is disputed, such allocation shall be submitted to arbitration in accordance with these By-Laws.

ARTICLE 15 RECORDS AND AUDITS

15.1. Records. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers, minutes of the meetings of the Board of Managers, minutes of the meetings of the Units Owners for whom the Board of Managers serves and financial records and books of account with respect to the activities of the Board of Managers, including a listing of all receipts and expenditures. In addition, the Board of Managers shall keep a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Charges made by the Board of Managers against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

15.2. Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared by an independent certified public accountant shall be submitted by the Board of Managers to all Unit Owners and, if so requested, to any Permitted Mortgagee. The cost of such report submitted by the Board of Managers shall be paid by the Unit Owners as a Common Charge.

15.3. Availability of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 16 ARBITRATION

16.1. General. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the rules of the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not be in existence and has no successor organization, any such arbitration shall be held before an arbitrator appointed by a court of competent jurisdiction.

16.2. Alternatives. The parties to any matter required or permitted to be determined by arbitration pursuant to the terms of the Declaration or By-Laws may, by written agreement, vary any terms of this article, and may agree to resolve the matter in any manner, including, without limitation, the manner set forth in §3031 of the New York Civil Practice Law & Rules and known as the Simplified Procedure for Court Determination of Disputes.

16.3. Binding Effect. The decision in any arbitration conducted pursuant to the terms of this article shall be binding upon all of the parties thereto and may be entered in any court of competent

jurisdiction.

16.4. Fees, Costs, and Expenses. The fees, costs, and expenses of the arbitration, including those of the arbitrator, attorneys, and witnesses, shall be borne by the losing party in the arbitration, unless otherwise provided for in the Declaration or By-Laws. If neither party substantially prevails, as determined by the arbitrator, then fees, costs, and expenses of the arbitrator shall be borne equally by the parties.

16.4.1. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Common Expenses to be borne by all Unit Owners if such arbitration relates to the Common Elements or applies to the Units generally.

16.4.2. All fees, costs, and expenses paid or incurred by the Board of Managers in connection with any arbitration shall constitute Residential Common Expenses to be borne by Residential Unit Owners if such arbitration relates solely to Residential Common Elements or Residential Units.

ARTICLE 17 MISCELLANEOUS

17.1. Insurance. Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in their Unit that will increase the insurance rates on their Unit or any other Unit or on the Common Elements.

17.2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

17.3. Notice of Unpaid Assessments. The Board of Managers shall, at the request of a Permitted Mortgagee or Unit Owner, report any unpaid assessments due from the Unit Owner of such Unit.

17.4. Construction. Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

17.5. Compliance with Article 9-B. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said Statute or the Declaration, the provisions of the Statute or of the Declaration, whichever the case may be, shall control.

17.6. Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or Successor Sponsor as set forth herein shall inure to the benefit of and be binding upon any Successor Sponsor. Subject to the foregoing, Declarant and Successor Sponsor shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

17.7. Covenant of Further Assurances.

17.7.1. Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board of Managers, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By- Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17.7.2. If any Unit Owner, Board of Managers or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board of Managers or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgement or delivery, and to the Board of Managers, stating the reasons why such Unit Owner, Board of Managers or other party refuses to execute, acknowledge or deliver such instruments or take such action, then the Board of Managers which represents such Unit Owner, Board of Managers or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Board of Managers or other party and such document or action shall be binding on such Unit Owner, Board of Managers or other party.

17.7.3. If any Unit Owner, Board of Managers or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board of Managers or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or its designee, or (ii) to deliver a written notice to Declarant or its designee, as applicable, and to the Board of Managers stating the reasons why such Unit Owner, the Board of Managers or other party refuses to execute, acknowledge or deliver such instrument or take such action, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, the Board of Managers or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or take such action, in the name of such Unit Owner, the Board of Managers or other party and such document or action shall be binding on such Unit Owner, the Board of Managers or other party, as the case may be.

17.8. Enforcement. The obligations of Declarant under the Offering Plan with respect to the Condominium, the Common Elements or the Limited Common Elements shall be enforceable only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of Declarant be enforceable by individual Unit Owners. The Board of Managers has a fiduciary duty to act in the best interest of the Condominium, even during the Control Period. Nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. Declarant agrees that, during the Control Period, the Declarant designated Board of Managers will in their capacity as the Board of Managers enforce such obligation when required to do so by a resolution duly passed by at least 51% of the Unit Owners, excluding Declarant, at a special meeting of the Unit Owners called for such purpose. Furthermore, any provisions that give Declarant control of the enforcement of Declarant's obligations are not lawful. In addition, if there are non-Declarant members of the Board of Managers, and there is a

vote on whether to sue Declarant, Declarant's board representatives cannot lawfully vote on that issue. See Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 703 N.Y.S.2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL § 713(a)(1). Also of interest is Board of Managers of Fairways at North Hills v. Fairways at North Hills, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Residential Units and the conduct of all residents thereof:

1. Owners of a Unit, their employees, licensees and guests shall not use or permit the use of the premises in any manner which would be illegal or disturbing or a nuisance or otherwise unreasonably interfere with the safety, comfort, use, or convenience of the other Unit Owners or occupants of the Building, or in such a way as to be injurious to the reputation of the Condominium.

2. The Common Elements and the Limited Common Elements shall not be obstructed, littered, defaced or misused in any manner, except as may be provided for herein.

3. Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct the Unit Owner is legally responsible.

4. Every Unit Owner must perform promptly all maintenance and repair work to its own Unit, which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners, or the Building of which its Unit forms a part, such Unit Owner being expressly responsible for the damages and liabilities that its failure to do so may engender. All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones and sanitary installations, shall be at the Unit Owner's expense.

5. No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of their Unit.

6. Each Unit Owner shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof, any dirt or other substance.

7. Nothing shall be installed in or be projected from any window, balcony or wall of the Building by a Unit Owner without similar approval.

8. No Unit Owner or any of their agents, servants, employees, licensees or visitors shall at any time bring into or keep in their Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

9. No Unit Owner shall make or permit any disturbing noises in their Unit or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Units Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate, or permit to be operated, a music player, television, or other loud speaker in such Owner's Unit between the hours of 12:00 midnight and the following 7:00 A.M. if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer

to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the follow 9:00 A.M.

10. No garments, rugs or similar items shall be hung from the windows or from any other part of the Building or balconies or terraces or clotheslines strung on or over the Common Elements (including any irrevocably restricted areas).

11. No sign of any kind shall be displayed to the public view on or in any Unit.

12. No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion unless such animal is a service, therapy, or emotional support animals. In no event shall more than two (2) animals be permitted in any Unit. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash. The Board of Managers will recognize the status of service, therapy, or emotional support animals where a Unit Owner submits a written request for such acknowledgment and advises the Board of Managers as follows:

a) That the Unit Owner/resident suffers from a disability as defined in and/or subject to protection under the Americans with Disabilities Act, the Fair Housing Act, the New York State Civil Rights Law, New York City Administrative Code, New York State Human Rights Law, New York City Human Rights Law, and all applicable laws;

b) That the Unit Owner/resident requires a service animal, therapy animal, or emotional support animal to support or assist the physical and/or emotional needs of the Unit Owner in the Common Elements and/or within a Unit of the Building;

c) That a physician, psychiatrist, psychologist, or clinical social worker attests in writing (to the Board of Managers) to the physical or emotional need of the applicant or Unit Owner/resident for a service, therapy, or emotional support animal in the circumstances relative to the Unit Owner's/resident's particular disability condition.

13. No Unit Owner shall leave any personal property (i.e., bicycles, carriages, etc.) in the hallways, corridors, lobby or other Common Elements.

14. No one shall ride bicycles, mopeds or skateboards on any portion of the Common Elements.

15. Every Unit Owner shall comply with the recycling laws of the City of New York or any other governmental entity having jurisdiction thereof.

16. Smoking and using electronic cigarettes is prohibited at all times in all enclosed common areas of the Building, as required by law. Enclosed common areas of the Building include, but is not limited to, indoor Common Elements such as a lobby, hallway, and stairway. Smoking and using electronic cigarettes is permitted at all times in all dwelling units and outdoor areas, unless otherwise restricted by law. This policy applies to any person on the premises. Complaints about violations shall be made promptly to the Board of Managers. Complaints should be made in

writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, description of incident, and apparent source of smoke. Unit Owners shall provide to prospective buyers or renters of their Units a copy of this Smoking Policy including by annexing it to any contract of sale or lease of their Unit.

17. Only the Unit Owner, permanent resident of the Unit, or any of their family members, agents, servants, employees, licensees, or guests may stay overnight in a Unit at no financial benefit to the Unit Owner or permanent resident. In addition, unless express written permission is given by the Board of Managers, (a) no Unit Owner, nor any tenant of a Unit Owner, shall lease or sublet Unit premises, or any part thereof, by offering the premises for short stays to members of the general public, through print or online advertising, private solicitation, or participation in any rental service promoted to the general public as a substitute for hotel lodging, and (b) neither the Unit Owner nor any permanent resident of the Unit shall advertise the Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Unit Owner or the permanent resident, or any of their family members, agents, servants, employees, licensees, or guests.

SCHEDULE D TO THE DECLARATION OF THE CONDOMINIUM

PARAGON CONDOMINIUM
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101
QUEENS COUNTY

TAX BLOCK 26
F/K/A LOT 4, N/K/A LOTS _____

BUDGET ALLOCATION

PROJECTED EXPENSES

	Residential	Non-Residential
LABOR	Common Interest	Common Interest
ELECTRICITY	100%	0%
GAS	100%	0%
WATER CHARGES & SEWER RENTS	100%	0%
REPAIRS, MAINTENANCE & SUPPLIES	Common Interest	Common Interest
SERVICE CONTRACTS	Common Interest	Common Interest
INSURANCE	Common Interest	Common Interest
MANAGEMENT FEE	Common Interest	Common Interest
LEGAL AND AUDIT FEES	Common Interest	Common Interest
RESERVE FUND	Common Interest	Common Interest

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.

2024101600726001001E5D45

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 551**

Document ID: 2024101600726001 Document Date: 09-16-2024 Preparation Date: 10-16-2024
Document Type: SUNDRY MISCELLANEOUS
Document Page Count: 550

PRESENTER:
JEFF MULLIGAN
1177 AVE OF THE AMERICAS
NEW YORK, NY 10036
212-715-9105
JMULLIGAN@KRAMERLEVIN.COM

RETURN TO:
JEFF MULLIGAN
1177 AVE OF THE AMERICAS
NEW YORK, NY 10036
212-715-9105
JMULLIGAN@KRAMERLEVIN.COM

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	26	4	Entire Lot	45-40 VERNON BOULEVARD

Property Type: COMMERCIAL REAL ESTATE

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
ZDJ VERNON LLC
60 CUTTER MILL ROAD, SUITE 405
GREAT NECK, NY 11021

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	2,787.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 10-23-2024 16:19
City Register File No.(CRFN): **2024000276304**

City Register Official Signature

RESTRICTIVE DECLARATION

Made by:

ZDJ Vernon LLC

Dated:

as of September 16, 2024

QUEENS COUNTY
Block 26, Lot 4

RECORD AND RETURN TO:

Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attn: James P. Power, Esq.

SCHEDULE OF EXHIBITS

EXHIBIT A	DESCRIPTION OF SUBJECT PROPERTY
EXHIBIT B	CERTIFICATION OF PARTIES IN INTEREST
EXHIBIT C	WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE
EXHIBIT D	WPAA MAINTENANCE AGREEMENT
EXHIBIT E	DRAWINGS
EXHIBIT F	FORM OF NOTICE OF SUBSTANTIAL COMPLETION
EXHIBIT G	FORM OF NOTICE OF FINAL COMPLETION

RESTRICTIVE DECLARATION

Declaration ("**Declaration**") made as of this 16th day of September, 2024, by ZDJ Vernon LLC ("**Declarant**"), having an address at 60 Cuttermill Road, Suite 405, Great Neck, New York.

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in the Borough of Queens, Queens County, City and State of New York, which property is designated as Block 26, Lot 4 on the tax map of the Borough of Queens in the City of New York (the "**Subject Property**"), as more particularly described in **Exhibit A** annexed hereto; and

WHEREAS, the Subject Property is located within a waterfront block, as that term is defined in Section 62-11 of the Zoning Resolution of the City of New York (the "**Zoning Resolution**") and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, the Subject Property is currently located in the Waterfront Access Plan Q-1: Northern Hunters Point set forth in Section 62-951 of the Zoning Resolution (the **"WAP"**), which may be amended in the future (the **"Future Amended WAP"**); and

WHEREAS, Federal Standard Abstract, Inc. (the "Title Company") has certified in the certification (the "Certification") attached as **Exhibit B**, that as of July 18, 2024, Declarant and Mortgagee are the sole parties-in-interest (the "Parties-in-Interest") in the Subject Property, as such term is defined in the definition of "zoning lot" in Section 12-10 of the Zoning Resolution; and

WHEREAS, all parties-in-interest to the Subject Property have either executed this Declaration or waived their right to execute and subordinated their interest in the Subject Property to this Declaration by written instrument attached as **Exhibit C**; and

WHEREAS, Declarant desires to develop the Subject Property with a mixed-use residential and commercial building (the "**Proposed Development**"); and

WHEREAS, in connection with the Proposed Development, Declarant is required to provide waterfront Waterfront Public Access Areas (the "**Waterfront Public Access Area**" "**WPAA**") and a visual corridor (hereinafter referred to as the "**Visual Corridor**") pursuant to Sections 62-51 and 62-951(e)(8) of the Zoning Resolution and has submitted an application to the New York City Department of City Planning ("**DCP**") designated Application No. 240337ZCQ and dated April 30, 2024 requesting from the Chairperson of the City Planning Commission (the "**Chairperson**") a new certification pursuant to Section 62-811 of the Zoning Resolution that the Drawings (as hereinafter defined) comply with the provisions for Waterfront Public Access Areas and Visual Corridors (the "**Application**"); and

WHEREAS, Declarant also intends to voluntarily provide a connection between the shore public walkway (hereinafter referred to as the "**Shore Public Walkway**" or "**SPW**"), as shown

in the Drawings in **Exhibit E** attached hereto, and Vernon Boulevard that will be maintained and open during the same hours of access as the WPAA and considered part of the WPAA for purposes of this Declaration (hereinafter referred to as the **"Voluntary Interim Upland Connection" or "VIUC"**) as shown on the Drawings; and

WHEREAS, in the event that the Future Amended WAP requires a publicly accessible connection on the Subject Property between the Shore Public Walkway and Vernon Boulevard, this Declaration contains provisions that would enable the Voluntary Interim Upland Connection to become all or part of such required connection and subject to all of the WPAA provisions set forth herein; and

WHEREAS, pursuant to the Application, Declarant intends to construct the Waterfront Public Access Area and to provide a Visual Corridor, as shown in the Drawings; and

WHEREAS, as a condition to the Chairperson's certification, Declarant is required to execute and file of record this Declaration confirming that the Declarant shall (i) improve, maintain and operate the WPAA pursuant to Sections 62-52, 62-70, and 62-951 of the Zoning Resolution and (ii) provide the Visual Corridor(s) pursuant to Sections 62-51 and 62-951 of the Zoning Resolution; and

WHEREAS, pursuant to Zoning Resolution Section 62-811, no excavation or building permit may be issued for development of the Subject Property until the Chairperson (as defined hereinabove) has certified to the Department of Buildings (as hereinafter defined) that a site plan has been submitted showing compliance with the requirements of Article VI, Chapter 2 of the Zoning Resolution and that a restrictive declaration has been executed and recorded pursuant to Section 62-74; and

WHEREAS, in connection with the Chairperson's certification, Declarant has executed a maintenance and operation agreement (the "**WPAA Maintenance Agreement**") with the Department of Parks and Recreation ("**DPR**") which WPAA Maintenance Agreement shall be incorporated by reference into this Declaration and made an enforceable part hereof, which is attached hereto as **Exhibit D**; and

WHEREAS, Declarant, its successors and assigns, for so long as any shall have any right, title or interest in the Subject Property, shall maintain ownership of the WPAA and shall be responsible for the maintenance and capital repair of the WPAA, subject to the terms and conditions of the WPAA Maintenance Agreement; and

WHEREAS, Declarant desires to restrict (i) the manner in which the Proposed Development will be arranged to provide the Visual Corridor for the life of the Proposed Development and (ii) the manner in which the WPAA may be developed, redeveloped, maintained and operated for the duration of the existence of the Proposed Development and intends such restrictions to benefit all land owners and tenants, including the City of New York (the "**City**"), owning or leasing property within one-half mile of the Subject Property.

NOW THEREFORE, Declarant does hereby declare and agree that the Visual Corridor shall be provided and the Proposed Development, WPAA and the Subject Property shall be held,

sold, transferred, conveyed, used and occupied subject to the following restrictions, covenants, obligations, liens and agreements which are for the purpose of compliance with Sections 62-50 and 62-811 of the Zoning Resolution and which shall run with the land, binding the successors and assigns of Declarant so long as they have any right, title or interest in the Subject Property or any part thereof.

ARTICLE 1

DEFINITIONS

1.1. Definitions.

(a) "**Affordable Housing Unit**" shall mean any residential unit of housing within any building at the Proposed Development that is rented to "**low income households**" (as such term is defined in Section 23-911 of the Zoning Resolution) or "**middle income households**" (as such term is defined in Section 23-911 of the Zoning Resolution).

(b) "**AG**" shall mean the Attorney General of the State of New York.

(c) "**Applicable Law**" shall mean all presently existing or hereafter enacted laws, orders, ordinances, rules, regulations and requirements of all federal, state, municipal and local governments and their departments, agencies, commissions, boards and officers and any other governmental agency applicable to or having appropriate jurisdiction over the Subject Property or any portion thereof.

(d) "**Application**" shall have the meaning given in the Recitals to the Declaration.

(e) "**As-Built**" shall have the meaning set forth in Section 3.12.

(f) "**Assessment Property**" shall have the meaning set forth in Section 14.5(a).

(g) "**Association**" shall have the meaning set forth in Section 14.1.

(h) "**Association Members**" shall have the meaning set forth in Section 14.2.

(i) "**Association Obligation Date**" shall have the meaning set forth in Section 14.1.

(j) "**Board**" shall have the meaning set forth in Section 13.1.

(k) "**Chairperson**" shall mean the then Chairperson of the New York City Planning Commission.

(l) "**City**" shall mean The City of New York.

(m) "**City Recommendations**" shall have the meaning set forth in Section 3.5.

(n) "**Commissioner**" shall mean the Commissioner of the New York City Department of Parks and Recreation or any successor to the jurisdiction thereof.

(o) "**Completion Letter of Credit**" shall have the meaning set forth in Section 6.4.

(p) "**Coop/Condominium**" shall have the meaning set forth in Section 13.1.

(q) "**Coop/Condominium Obligation Date**" shall have the meaning set forth in Section 13.1.

(r) "**CPC**" shall mean the New York City Planning Commission or any successor to its jurisdiction.

(s) "**CRFN**" shall mean the City Reference File Number assigned by the City Register to the Declaration.

(t) "**DCP**" shall mean the New York City Department of City Planning or any successor to its jurisdiction.

(u) "**DCRE**" shall mean Declaration of Covenants, Restrictions, and Easements establishing the Association.

(v) "**Declarant**" shall mean the named Declarant and the heirs, successors and assigns of the named Declarant except that (i) Declarant shall not include the holder of a mortgage or deed of trust on all or any portion of the Subject Property unless and until it succeeds to the interest or obligation of Declarant by purchase, assignment, foreclosure or otherwise, (ii) Declarant shall include a Coop/Condominium only from and after the Coop/Condominium Obligation Date as set forth in Section 13.1, and (iii) Declarant shall include the Association only from and after the Association Obligation Date as set forth in Section 14.1.

(w) "**Declaration**" shall mean this document and any exhibits attached hereto an incorporated herein.

(x) "**Delay Notice**" shall have the meaning set forth in Section 6.5.

(y) "**Design Submissions**" shall have the meaning set forth in Section 3.2.

(z) "**Development Property**" shall mean the Subject Property exclusive of the Waterfront Public Access Area.

(aa) "**Design Submission Report**" shall have the meaning set forth in Section 3.5.

(bb) "**DOB**" shall mean the New York City Department of Buildings or any successor to its jurisdiction.

(cc) "**DPR**" shall mean the New York City Department of Parks and Recreation or any successor to its jurisdiction.

(dd) "**Drawings**" shall mean the following drawings showing the plans for the Waterfront Public Access Area prepared by MPFP LLC, and attached hereto as **Exhibit E**, as the same may be modified thereafter in accordance with this Declaration:

Title	Drawing No.	Last Revision Date
Survey	N/A	8/15/2024
WPAA/ Zoning Lot Site Plan	L-02.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-01.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-02.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-03.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-04.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-05.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-06.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-07.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-08.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-09.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-10.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-11.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-12.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-13.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-14.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-15.00	8/20/2024
Waterfront Public Access Area Zoning Calculations	Z-16.00	8/20/2024
Key and Dimension Plan	L-100.00	8/20/2024
Grading Plan	L-200.00	8/20/2024
Planting Plan	L-300.00	8/20/2024
Materials Plan	L-400.00	8/20/2024
Furniture Plan	L-500.00	8/20/2024
Lighting and Photometric Plan	L-600.00	8/20/2024
Sections	L-700.00	8/20/2024
Site Details	L-800.00	8/20/2024
Site Details	L-801.00	8/20/2024
Site Details	L-802.00	8/20/2024
Site Details	L-803.00	8/20/2024
Site Details	L-804.00	8/20/2024
Site Details	L-805.00	8/20/2024

(ee) "**Federal/State Approvals**" shall have the meaning set forth in Section 3.7.

(ff) "**Final Completion**" or "**Finally Complete**" shall mean the completion of all relevant items of work, including any Punch List or other items that remain to be completed after Substantial Completion.

(gg) "**Final Plans and Specifications/100% Construction Drawings**" shall include, but not be limited to, the entire bid book including all finalized specifications and final contract documents describing the WPAA Work (as hereinafter defined). The submission should consist of two (2) sets of half-scale plans plus an electronic file containing the above items. Declarant shall submit complete final plans and specifications drawings to DPR upon completion of work. Acceptable submittals of such drawings shall conform to DPR's then existing standards for such record drawings. The finalized Final Plans and Specifications/100% Construction Drawings record drawings shall include the following: Declarant's company name, address and telephone number, Subject Project Name, Address, drawing date, the term Final Plans and Specifications/100% Construction Drawings, signature of the principal of the Declarant, and a statement certifying that the Final Plans and Specifications/100% Construction Drawings record drawings are accurate and correct.

(hh) "**Force Majeure**" shall mean that the Chairperson has made the determination required in Section 6.5.

(ii) "**Force Majeure Event**" shall include, but not be limited to, (i) enemy or hostile government action, civil commotion, insurrection, revolution, terrorism or sabotage; (ii) fire or other casualty; (iii) inclement weather substantially delaying construction of any relevant portion of the Subject Property; (iv) failure or inability of a public utility to provide power, heat or light or any other utility service; (v) strikes, lockouts or labor disputes; (vi) inability to obtain labor or materials or reasonable substitutes therefor (unless due to any act or omission of Declarant); (vii) acts of God; (viii) a taking of the whole or a portion of the Subject Property by condemnation or eminent domain; (ix) denial to Declarant by any party of a right of access to any adjoining real property which right is vested in Declarant by contract or pursuant to applicable law, if such access is required to accomplish the obligations of Declarant pursuant to this Declaration; (x) any undue material delay in the issuance of approvals by any department or agency of the City, the State of New York or the United States that is not caused by any act or omission of Declarant; (xi) underground or soil conditions that were not and could not reasonably have been foreseen by Declarant prior to their discovery or occurrence; (xii) issuance of a court order in any litigation that prevents the Owner from complying with its obligations under this Declaration; (xiii) public health emergencies declared by the Governor of the State of New York or the Mayor of the City of New York affecting Declarant's ability to undertake construction of the Waterfront Public Access Area; or (xiv) any other condition determined by the City, pursuant to Section 6.5, to be similar to the foregoing which are beyond Declarant's control.

(jj) "**Future Amended WAP**" shall have the meaning set forth in the Recitals.

(kk) "**Inspector**" shall have the meaning set forth in Section 7.3.

(ll) "**Legal Requirements**" shall mean all laws, rules and regulations pertaining to the construction of the WPAA Work (as hereinafter defined).

(mm) "**Maintenance Obligation**" shall have the meaning set forth in Section 9.2.

(nn) "**Mortgagee**" shall mean (i) the holder of a first mortgage on all or any portion of the Subject Property, other than the holder of a mortgage solely on one or more individual residential or commercial condominium units in the Proposed Development, who has given written notice of its name and address to DCP and DPR, and (ii) the holder of a pledge of the direct or indirect equity interests in Declarant who has given written notice of its name and address to DCP and DPR. Any Party in Interest to this Declaration is not obligated to provide DCP and DPR its name and address.

(oo) "**Notice of Final Completion**" shall have the meaning set forth in Section 7.2.

(pp) "**Notice of Substantial Completion**" shall have the meaning set forth in Section 6.2.

(qq) "**Offering Plan**" shall have the meaning set forth in Section 13.2.

(rr) "**Party in Interest**" shall mean a party in interest as defined in Section 12-10 (definition of zoning lot) of the Zoning Resolution.

(ss) "**PCO**" shall mean a Permanent Certificate of Occupancy issued by DOB.

(tt) "**Permitted Work**" shall have the meaning set forth in Section 3.7.

(uu) "**Proposed Development**" shall have the meaning set forth in the Recitals.

(vv) "**Public Access Easement**" shall have the meaning set forth in Section 8.1.

(ww) "**Punch List**" shall have the meaning set forth in Section 6.2.

(xx) "**Schedule**" shall have the meaning set forth in Section 3.8.

(yy) "**Shore Public Walkway**" or "**SPW**" shall have the meaning set forth in the Recitals.

(zz) "**State**" shall mean the State of New York.

(aaa) "**Subject Property**" shall have the meaning set forth in the Recitals.

(bbb) "**50% Submission**," and "**80% Submission**" shall have the following meanings:

(i) Where **50% Submission** includes, but is not limited to, conceptual drawings, furnishing details, a complete set of contract drawings and all specifications, especially all custom specifications; and

(ii) Where **80% Submission** includes, but is not limited to, all bid items, all specifications and all drawings.

Each submission of construction drawings should consist of two (2) sets of half scale plans plus an electronic file containing the above items.

(ccc) "**Substantial Completion**" or "**Substantially Complete**" shall mean that the WPAA Work associated with the Waterfront Public Access Area has been constructed substantially in accordance with the Drawings and has been completed to such an extent that all portions of the Waterfront Public Access Area associated with the WPAA Work may be operated and made available for public use, notwithstanding that (i) minor or insubstantial items of construction, decoration or mechanical adjustment remain to be performed; or (ii) Declarant has not completed any relevant planting or vegetation or other tasks that may be required to occur seasonally.

(ddd) "**Successor Declarant**" shall have the meaning set forth in Section 13.1(b).

(eee) "**TCO**" shall mean a Temporary Certificate of Occupancy issued by DOB.

(fff) "**Title Company**" shall mean a title insurance company licensed to do business by the State of New York.

(ggg) "**Unit Interested Party**" shall mean any and all of the following: all owners, lessees, and occupants of any individual residential or commercial condominium unit, and all holders of a mortgage or other lien encumbering any such residential or commercial condominium unit.

(hhh) "**Visual Corridor**" shall have the meaning set forth in the Recitals.

(iii) **"Voluntary Interim Upland Connection"** or "**VIUC**" shall have the meaning set forth in the Recitals.

(jjj) "**Waterfront Public Access Area**" **or "WPAA"** shall have the meaning set forth in the Recitals.

(kkk) "**WPAA Maintenance Agreement**" shall have the meaning set forth in the Recitals.

(lll) "**WPAA Maintenance Security**" shall have the meaning set forth in Section 3.06 of the WPAA Maintenance Agreement.

(mmm)"**WPAA Work**" shall mean the work necessary to construct the Waterfront Public Access Area and Voluntary Interim Upland Connection in accordance with the Drawings and the terms of this Declaration. This shall include any work on substructure elements, which may include, but not be limited to, the bulkhead, pilings and platform.

(nnn) "**Zoning Resolution**" shall have the meaning set forth in the Recitals.

ARTICLE 2

PERFORMANCE OF THE WPAA WORK

2.1. Construction of Waterfront Public Access Area. If Declarant develops the Subject Property, then Declarant shall be required to perform the WPAA Work and construct the Waterfront Public Access Area substantially in accordance with the Drawings, the Final Plans and Specifications/100% Construction Drawings, and this Declaration and, once constructed, shall maintain the WPAA as set forth herein. The WPAA shall be accessible by the public as shown on the Drawings, during the hours of operation of the WPAA, as delineated in Section 9.1. The WPAA Work associated with the Waterfront Public Access Area shall be required at such time as Declarant develops the Subject Property as set forth in this Declaration.

2.2. Performance of WPAA Work. Declarant agrees that the WPAA Work shall be performed in accordance with all Legal Requirements and with the provisions of this Declaration.

ARTICLE 3

DESIGN DEVELOPMENT

3.1. Drawings. Declarant agrees that it may not submit any Design Submission pursuant to this Article which is not in substantial conformity with the Drawings without the prior written approval of DPR and DCP. Such written approval by DPR and DCP shall constitute acceptance by the Chairperson of any modifications to the Drawings, which the Chairperson thereafter will, if necessary, incorporate into a recertification pursuant to Zoning Resolution Section 62-811 that the Drawings comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution upon application by the Declarant as hereinafter set forth. Concurrent with submission of Final Plans and Specifications/100% Construction Drawings pursuant to Section 3.11, Declarant shall, if the Drawings have been modified, file an application pursuant to Section 62-811 of the Zoning Resolution revising the Drawings to incorporate all such modifications which have been previously approved in accordance with this Section, whereupon the Chairperson shall certify that the revised Drawings comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution, except to the extent an authorization for modification pursuant to Section 62-822 has been obtained.

3.2. Submission of Construction Drawings. Declarant shall submit to DPR the following construction drawings for the WPAA Work: (i) at 50% completion of such construction drawings, the 50% Submission; and (ii) at 80% completion of such construction drawings, the 80% Submission (each of the 50% Submission and the 80% Submission, referred to as a "**Design Submission**," and collectively, the "**Design Submissions**"). Each Design Submission shall include a schedule of estimated costs and designs showing how the Shore Public Walkway will relate to the adjoining properties and shall identify on each page of the submission whether it is part of the 50% Submission, or the 80% Submission. The 80% Submission shall include a lifecycle maintenance cost estimate of the portion of the WPAA covered by the 80% Submission. Additionally, the Design Submissions must include specifications for the WPAA Work as set forth in Section 3.3, along with such other

specifications as Declarant wishes to include. Nothing in this Section shall prevent Declarant from submitting construction drawings of any portion of the Waterfront Public Access Area to DPR at other times as may be agreed by Declarant and DPR.

3.3. Marine Structures and Engineered Shoreline Edge Requirements. The Design Submissions shall include drawings for marine structures and engineered shoreline edges for DPR review and approval, to include but not be limited to a detailing of the performance specifications for the concrete mix design, rebar type and sizing, pile placement and elevations, load capacity, and assessment (maximum of two years old) of any existing structural components proposed to remain in place, as applicable. The design load of any marine structures and engineered shoreline edges, as applicable, is not to be less than three hundred and fifty (350) pounds per square foot (100 pounds per square foot live load and 250 pounds per square foot superimposed dead load) unless a licensed engineer certifies in writing to DPR that a lesser design load is structurally appropriate for particular portions of the improvements assuming an expected service life of no less than fifty (50) years, assuming customary maintenance and repair throughout the term and a capital maintenance and repair cycle of not less than twenty (20) years and consistent with the uses of such portions of the improvements as reflected in the most recent construction drawings and the anticipated programming for that portion of the marine structures and engineered shoreline edges, in which case such portion of the improvements can be designed to such lesser design load provided that DPR agrees with such certification. Submission of the Final Plans and Specifications/100% Construction Drawings shall include a licensed engineer's statement indicating a projection of (i) the expected service life of the improvements assuming customary maintenance and repair throughout the term and a twenty (20) year capital maintenance and repair cycle (which expected service life shall not be less than fifty (50) years), (ii) the anticipated construction schedule of the improvements, (iii) life cycle cost of the improvements and (iv) confirmation that the structural design meets the loading requirements of the improvements, as applicable, including requirements for emergency vehicle access as required by the New York City Fire Department. Upon completion of such work, Declarant shall provide DPR with copies of the applicable sign-offs from any involved City or State entities as they become available and true and complete copies of the final construction drawings.

3.4. Administration. DPR shall manage and coordinate on behalf of the City the review of the Design Submissions. All documents prepared by Declarant pursuant to this Article 3 shall be sent simultaneously to DPR and DCP.

3.5. Agency Review Time Periods. DPR shall review the Design Submissions and shall approve or disapprove the same by written notice to Declarant no later than thirty (30) calendar days after delivery to DPR. No separate approval of DCP or the Chairperson shall be required. DPR shall approve Design Submissions that are consistent with the Drawings, subject to Section 3.6(a) hereof. If DPR disapproves of, or cannot adequately evaluate, a particular feature or element of a Design Submission, then DPR shall set forth in detail the reasons for such disapproval, indicate why DPR was not able to adequately evaluate the particular Design Submission feature or element, or identify items that were not addressed in the Design Submission that should be addressed in Declarant's next required Design Submission (the "**Design Submission Report**"). Declarant shall thereafter submit a revised Design Submission responsive to DPR's Design Submission Report and, upon receipt thereof, DPR shall approve or disapprove all revised Design Submissions within fifteen (15) calendar days after receipt thereof.

DPR may approve a Design Submission with recommendations for modifications (the "**City Recommendations**") and Declarant shall incorporate the City Recommendations in revised construction drawings unless Declarant submits to DPR a written explanation of why it believes that such modifications would unreasonably increase the cost of the WPAA Work or are otherwise not in conformity with the Drawings. DPR shall, within fifteen (15) calendar days after receipt of a revised Design Submission incorporating the City Recommendations in a manner satisfactory to DPR, approve such Design Submission, or if Declarant's written explanation or revised Design Submission is not satisfactory, disapprove such Design Submission and issue a Design Submission Report. If DPR fails to respond to any submission by Declarant within the time periods set forth in this Section, Declarant shall send a reminder notice requesting DPR's approval within seven (7) days of receipt of such reminder notice. If DPR fails to respond within such seven (7) day period, Declarant may provide a second reminder notice requesting DPR's approval within seven (7) days of receipt of the second reminder notice. If DPR fails to respond within such second seven (7) day notice period, then provided that such reminder notices have been sent to DPR, DPR shall be deemed to have approved such Design Submission, including all of the construction drawings which comprise such Design Submission.

3.6. Standards for Review.

(a) Declarant acknowledges that DPR may disapprove any Design Submission thereof that:

(i) would, in DPR's reasonable judgment, make the Waterfront Public Access Area too costly or impractical to maintain;

(ii) would, in DPR's reasonable judgment, create an unusual risk to public safety; or

(iii) does not, in DPR's reasonable judgment following consultation with DCP, substantially conform to the most recently approved Design Submission, or Drawings as may have been previously modified with the approval of DPR and DCP pursuant to Section 3.1.

(b) Upon approval by DPR of the 50% Submission, or the 80% Submission, each such approval shall be binding on DPR, and DPR may not disapprove a feature or element on a subsequent Design Submission or on the Final Plans and Specifications/100% Construction Drawings, which has not been revised or modified by Declarant on such subsequent Design Submission or on the Final Plans and Specifications/100% Construction Drawings, except where such disapproval is based on information that was not reasonably available at the time of the initial approval, or new conditions have arisen since the initial approval that materially affect the ability to proceed with the design set forth in the previously approved Design Submission. Notwithstanding the foregoing, nothing in this Declaration is intended to release Declarant from its obligation to ensure that the WPAA conforms with all relevant provisions of the Zoning Resolution.

(c) In reviewing any Design Submission, DPR shall work with Declarant to avoid changes that increase the cost of the WPAA Work and in any event shall use reasonable efforts to minimize any requested changes that increase the cost of the WPAA Work.

3.7. State and Federal Permits.

(a) Declarant has advised the City that construction of the Waterfront Public Access Area, including the WPAA Work, will require certain permits and approvals (the "**Permitted Work**") from the New York State government and the Federal government (collectively, the "**Federal/State Approvals**"). Declarant, at its sole cost and expense, covenants to proceed in good faith and to diligently apply for and prosecute applications for all Federal/State Approvals and for any City permits and approvals necessary for the WPAA Work. In connection with its efforts to obtain the Federal/State Approvals, Declarant shall not file or otherwise formally submit to any federal or state agency any plans, drawings or illustrative representations of the Waterfront Public Access Area that do not conform with the Drawings or Design Submissions submitted pursuant to this Declaration and have not been approved in writing by DPR and DCP.

(b) Declarant shall submit to DPR copies of all associated permits relating to any waterfront structural work such as construction, reconstruction, and/or rehabilitation of the bulkhead, pier and/or platform, prior to such work being performed.

3.8. Schedule. In order to ensure that DPR and DCP have adequate time to prepare for the review process contemplated by this Article III Declarant shall notify DPR and DCP in writing of its intention to commence the design process for the WPAA Work at least thirty (30) days prior to submitting the 50% Submission, such notification to include an anticipated schedule for: (i) submission of the 50% Submission; (ii) the 80% Submission; (iv) the Final Plans and Specifications/100% Construction Drawings; (v) commencement of construction of the portion of the Waterfront Public Access Area that is the subject of the notice; and (vi) commencement of any private development associated with the Waterfront Public Access Area that is the subject of the notice. After notifying DPR and DCP as outlined above, Declarant shall make a good faith effort to timely notify DPR of any material changes in the previously anticipated schedule. Declarant shall not submit the 50% Submission and the 80% Submission simultaneously.

3.9. Modifications Due to Failure to Obtain Permits.

(a) If Declarant determines that, despite its good faith efforts, it will be unable to obtain the Federal/State Approvals for all or any portion of the Permitted Work at the time required to obtain TCOs by the date that the Proposed Development is eligible for issuance of TCOs, Declarant shall so notify DPR and DCP. Provided that, exercising their reasonable judgment, DPR and DCP concur that (i) Declarant has exercised good faith in seeking to obtain the Federal/State Approvals, and (ii) Declarant is unlikely to obtain the Federal/State Approvals by a date upon which approvals are needed in order to obtain a TCO by the date that the Proposed Development is eligible for issuance of TCOs, Declarant may submit to DPR and DCP for their approval a proposed modification to the Drawings to provide a substitute site plan and public amenity. Approval of such substitute site plan and public amenity shall serve as a

determination by the Chairperson that he/she is prepared to recertify the Drawings pursuant to Section 62-811 to incorporate the substitute site plan and public amenity. In the event that, due to delays caused by provision of the substitute site plan and public amenity approved by DCP and DPR, Substantial Completion does not occur by the date that the Proposed Development is eligible for issuance of TCOs, Declarant may obtain TCOs for the Proposed Development notwithstanding the requirements of Section 6.1 provided that Declarant is proceeding expeditiously towards Substantial Completion of the substitute public amenity; and provided further that as a condition to issuance of any TCO, DPR and DCP may require Declarant to provide an alternative form of security as reasonably necessary to assure completion of the substitute public amenity.

(b) Notwithstanding Section 3.9(a), DPR and DCP may decline to make such determination where the conditions set forth in such Section are met and direct Declarant by written notice to continue to seek the Federal/State Approvals; provided, however, that such direction shall constitute a Force Majeure Event subject to the provisions of Section 6.5. In the event that DPR and DCP direct Declarant to continue to seek the Federal/State Approvals pursuant to this subdivision and Declarant is unable to obtain such Federal/State Approvals within six (6) months thereafter, DPR and DCP may at any time thereafter direct Declarant to provide a substitute site plan and public amenity in the manner provided for in Section 3.9(a).

3.10. Modification of Drawings. In the event that, in connection with the Design Submissions, Declarant and DCP and DPR agree that one or more modifications of the Drawings are appropriate, DCP shall issue a written approval thereof. Such written approval by DCP shall serve as a determination by the Chairperson that he/she is prepared to recertify the Drawings to incorporate the modification. Together with its application for approval of Final Plans and Specifications/100% Construction Drawings, Declarant shall file an application pursuant to Section 62-811 of the Zoning Resolution requesting that the Chairperson certify that the revised Drawings comply with the requirements of Article VI, Chapter 2. The Chairperson shall issue such certification within thirty (30) days of such complete application.

3.11. Final Plans and Specifications/100% Construction Drawings. No later than thirty (30) calendar days prior to the date on which Declarant intends to commence construction of any portion of the WPAA Work, Declarant shall submit to DPR the Final Plans and Specifications/100% Construction Drawings for such portion of the WPAA Work. The Final Plans and Specifications/100% Construction Drawings shall be reviewed in accordance with the time periods and standards set forth in Sections 3.5 and 3.6 hereof. If DPR fails to respond in such thirty (30) day period, the Final Plans and Specifications/100% Construction Drawings shall be deemed approved in all respects and for all purposes of this Declaration. Nothing contained in this Declaration shall be construed to give the City or any agency thereof (including an Inspector, as defined herein, or any engineers or field inspectors) the right to require changes to the Final Plans and Specifications/100% Construction Drawings.

Upon completion of WPAA Work, Declarant shall submit copies of the applicable sign-offs from any involved City or State entities and complete Final Plans and Specifications/100% Construction Drawings to DPR . Submittals shall be delivered to:

New York City, Parks and Recreation

Map File, Olmsted Center
Flushing Meadows - Corona Park
Flushing, New York 11368

Acceptable submittals of such Final Plans and Specifications/100% Construction Drawings shall conform to DPR's then existing standards for such record drawings. It shall be Declarant's obligation to inquire with DPR as to its current standards for such record drawings prior to submitting the Final Plans and Specifications/100% Construction Drawings. The final "Final Plans and Specifications/100% Construction Drawings" record drawings shall include the following: Declarant's company name, address and telephone number, Subject Project Name, Address, drawing date, the word "Final Plans and Specifications/100% Construction Drawings", Declarant's signature, and a statement certifying that the "Final Plans and Specifications/100% Construction Drawings" drawings are accurate and correct, provided that the Declarant shall be permitted to use CSI 2004 specification system for the bidding package.

3.12. As-Built Drawings. Declarant shall submit complete as-built record drawings to DPR once it believes that the WPAA has been Finally Complete. Submittals shall be delivered to:

New York City, Parks and Recreation
Map File, Olmsted Center
Flushing Meadows - Corona Park
Flushing, New York 11368.

Acceptable submittals of "As-Built" record drawings shall conform to DPR's then existing standards for such record drawings. It shall be Declarant's obligation to inquire with DPR as to its existing standards for such record drawings prior to submitting the "As-Built". The final "As-Built" record drawings shall include the following: Declarant's company name, address and telephone number, Subject Project Name, Address, drawing date, the word "As-Built", Declarant's signature, and a statement certifying that the "As-Built" drawings are accurate and correct, provided that the Declarant shall be permitted to use CSI 2004 specification system for the bidding package.

ARTICLE 4

CONSTRUCTION

4.1. Manner of Performance of the Construction Work; Permits. Declarant shall, at its sole cost and expense, undertake the performance of the WPAA Work so as to construct the Waterfront Public Access Area substantially in accordance with the approved Final Plans and Specifications/100% Construction Drawings, except as modified in accordance with the provisions of this Article. Declarant shall perform the WPAA Work in a good and workmanlike manner, free from mechanics' and materials providers' liens (other than liens which have been bonded over) and in accordance with any applicable Legal Requirements.

4.2. Modifications of Final Plans and Specifications/100% Construction Drawings. Declarant shall have the right to make non-material modifications to the Final Plans and

Specifications/100% Construction Drawings to respond to unanticipated field conditions. All material modifications to the Final Plans and Specifications/100% Construction Drawings may be modified only upon the written approval of DPR, which approval shall not be unreasonably withheld or delayed. DPR shall, within thirty (30) calendar days after receipt of a request for approval of a material modification to Final Plans and Specifications/100% Construction Drawings, approve or deny such request. If DPR fails to respond to any request by Declarant within such thirty (30) day period, Declarant shall send a reminder notice requesting DPR's approval within seven (7) days of receipt of such reminder notice. If DPR fails to respond within such seven (7) day period, Declarant may provide a second reminder notice requesting DPR's approval within seven (7) days of receipt of the second reminder notice. If DPR fails to respond within such second seven (7) day notice period, then provided that such reminder notices have been sent to DPR, DPR shall be deemed to have approved such request in all respects and for all purposes under this Declaration.

4.3. Security for Construction Defects. Declarant hereby guarantees the construction of the Waterfront Public Access Area against all defects for a period of one year from the date of the Notice of Final Completion. To secure this obligation, the Declarant shall make DPR and the City third party beneficiaries of all construction guaranties under its construction contracts the WPAA Work and shall assign any warranties related thereto.

ARTICLE 5

INSURANCE AND INDEMNIFICATION

5.1. Insurance. Declarant shall, at all times, maintain insurance pursuant to the terms of Article VIII of the WPAA Maintenance Agreement, such terms which may be updated and revised, as necessary, by DPR.

5.2. Indemnification by the City.

(a) Upon issuance of the Notice of Substantial Completion of the Shore Public Walkway, and subject to Declarant's compliance with the requirements set forth in Section 5.2(b) directly below, in accordance with Section 62-72 (Performance and Maintenance Requirements) of the Zoning Resolution with respect to the Shore Public Walkway, the City shall indemnify and hold harmless Declarant, its officers, agents, employees, successors, and assigns, for any judgment or settlement arising out of a claim for injury to persons who are members of the public (i.e., not agents or employees of Declarant while acting within their agency or employment) as a result of any defect or otherwise dangerous condition in, or on the Shore Public Walkway to the extent not covered by the insurance required under this Article 5, provided that the City's obligation to indemnify and hold harmless hereunder shall not arise: (i) if Declarant has not fully complied with the design and maintenance obligations set forth in this Declaration and WPAA Maintenance Agreement; or (ii) if the injury is determined by a court of competent jurisdiction in a final judgment not subject to appeal to have resulted from intentional wrongdoing or recklessness on the part of the Declarant or its employees.

(b) The City's obligation under Section 5.2(a) with respect to the Shore Public Walkway is conditioned upon: (1) Declarant's compliance with the insurance provisions of the

WPAA Maintenance Agreement, and with the requirements of all insurance policies; (2) Declarant's delivery of a copy of any summons, complaint, process, notice, demand or other pleading initiating an action or proceeding, together with any other correspondence with an insurance company relating to the incident, within ten (10) business days after Declarant's receipt thereof of documents, to the Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007; (3) Declarant's adherence to the notice requirement under its insurance policies concerning the occurrence and claim at issue in (2) above, together with such pleading or other document; (4) Declarant's full cooperation with DPR and the New York City Law Department, including the provision of such information and documentation as either may reasonably require, including without limitation, that which relates to (a) the incident or claim at issue, (b) Declarant's compliance with the insurance requirements of this Article or any insurance policy, and (c) Declarant's compliance with its design and maintenance obligations set forth in the Declaration and the WPAA Agreement; and (5) Declarant's prompt notification to the Insurance Claims Specialist, Affirmative Litigation Division of any settlement demand that may not be covered by insurance.

(c) Subject to Declarant's compliance with the above requirements, and after exhaustion of the underlying insurance required by this Article 5 and subject to Article VIII of the WPAA Maintenance Agreement, the City shall assume Declarant's defense with respect to the Shore Public Walkway. Thereafter, Declarant shall not make or communicate to the claimant an offer of settlement nor shall Declarant or its counsel admit liability or waive any material right, including right to appeal, or otherwise prejudice the rights of Declarant or the City with regard to the claim. After assuming responsibility for defense of the claim(s), the City shall not enter into any settlement without obtaining a complete release of any further liability on the part of Declarant.

ARTICLE 6

TEMPORARY CERTIFICATES OF OCCUPANCY

6.1. Temporary Certificates of Occupancy.

(a) Declarant shall not apply, upon the completion of any inspections, for the issuance of a TCO for any building on the Subject Property until the following conditions have been met with respect to construction of such building:

(i) DPR has issued a Notice of Substantial Completion for the Waterfront Public Access Area;

(ii) DPR and Declarant have executed the WPAA Maintenance Agreement;

(iii) Declarant has provided to DPR the WPAA Maintenance Security pursuant to the terms of Section 62-72 of the Zoning Resolution and Section 3.06 of the WPAA Maintenance Agreement;

(iv) Declarant has provided to DPR the Certificates of Insurance or certified copies required under Article 5 of this Declaration and under Article VIII of the WPAA Maintenance Agreement; and

(v) Declarant has provided to the City the Completion Letter of Credit.

(b) The TCO shall include an appropriate description of the WPAA.

(c) Within ten (10) calendar days after satisfaction of all of the conditions set forth in Section 6.1(a), the Commissioner shall certify such satisfaction in writing to DOB with a copy to Declarant, and DOB may issue a TCO.

(d) In the event that due to a Force Majeure Event Declarant has obtained a TCO, subject to the conditions in Section 3.9 of this Declaration, prior to completing the conditions set forth in Section 6.1(a), Declarant shall, as promptly as possible, satisfy the conditions of Section 6.1(a) upon cessation of the Force Majeure Event.

6.2. Notice of Substantial Completion. Declarant shall notify DPR and DCP at such time as it reasonably believes that construction of the Waterfront Public Access Area is Substantially Complete and shall request that DPR issue a certificate, in the form of **Exhibit F** (a "**Notice of Substantial Completion**") to Declarant certifying Substantial Completion of the WPAA. Not later than twenty (20) calendar days after receipt of such request, DPR shall either issue the Notice of Substantial Completion or deliver to Declarant a notice setting forth the reasons why construction is not Substantially Complete and the items which need to be completed. If DPR notifies Declarant that construction of the WPAA has not been Substantially Completed in accordance with the approved Final Plans and Specifications/100% Construction Drawings, such notice shall contain a detailed statement of the reasons for such non-acceptance in the form of a so-called "punch list" of items remaining to be completed or unsatisfactorily performed ("**Punch List**"). The Punch List shall not include items which, pursuant to the definition of Substantial Completion in Section 1.1, are not required to be completed prior to Substantial Completion. Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DPR of such completion. Not later than twenty (20) calendar days after receipt of such notice, DPR shall either issue the Notice of Substantial Completion or notify Declarant that it has not completed the Punch List. If DPR fails to respond to any such request within the time period set forth in this Section, then DPR shall be deemed to have issued a Notice of Substantial Completion.

6.3. Security for Final Completion. Upon issuance of the Notice of Substantial Completion, Declarant shall deliver to DPR one or more irrevocable letters of credit or other security in a form reasonably acceptable to the City, naming the City as beneficiary, in an amount that has been certified by Declarant's architect or landscape architect as being 150% of the cost of Finally Completing the Waterfront Public Access Area (the "**Completion Letter of Credit**"). Declarant shall notify the Commissioner as to the proposed amount of the Completion Letter of Credit and within ten (10) business days of receipt of such notification, the Commissioner shall approve or disapprove said amount, using his or her reasonable judgment. If the Commissioner disapproves such amount then the Commissioner shall state, in writing and

with specificity, the reasons such estimate does not adequately reflect the required amount. The Declarant's architect or landscape architect may then submit a revised estimate to the Commissioner, who, exercising reasonable judgment, shall within ten (10) business days of such submittal approve or disapprove such amount, provided that any disapproval shall include a writing as set forth above. In the event of further disapproval, Declarant's architect or landscape architect shall submit further revised security amounts and the Commissioner shall approve or disapprove such revisions, in the same manner set forth herein. If the Commissioner fails to approve or disapprove any amount within the time periods set forth in this Section, then Owner shall re-submit such request for approval or disapproval, and if the Commissioner fails to respond to such resubmission within ten (10) business days, then the Commissioner shall be deemed to have approved the amount of the Completion Letter of Credit.

6.4. Force Majeure. In the event that Declarant is unable to Substantially Complete construction of the Waterfront Public Access Area by the time the associated portion of the Proposed Development is ready for a TCO, as a result of a Force Majeure Event, then Declarant shall so notify DCP and DPR as soon as Declarant learns of such circumstances. Declarant's written notice (the "**Delay Notice**") shall include a description of the condition or event, its cause and probable duration (if known to Declarant), and in Declarant's reasonable judgment, the impact it is reasonably anticipated to have on the completion of the item of work. The Chairperson, in consultation with the Commissioner, shall, within ten (10) calendar days of its receipt of the Delay Notice, (i) certify in writing that a Force Majeure Event has occurred, or (ii) notify Declarant that it does not reasonably believe a Force Majeure Event has occurred, in which case the Chairperson shall state with particularity the reasons it believes Force Majeure has not occurred. Such certification or notice shall constitute a final determination. Upon a determination that a Force Majeure Event has occurred, the Chairperson shall grant Declarant appropriate relief for such delay, including certifying in writing to the DOB that the Chairperson has no objection to the issuance of a TCO for all or part of the building(s) in the Proposed Development. Any delay caused as the result of a Force Majeure Event shall be deemed to continue only as long as the Force Majeure Event is continuing. Upon cessation of the events causing such delay, the Declarant shall promptly recommence the WPAA Work. As a condition of granting such relief, the Chairperson may require that Declarant post a bond or other security in a form and amount reasonably acceptable to the Chairperson in order to ensure that the WPAA Work is Substantially Completed and that all other requirements of Section 6.1 or 7.1, as applicable, are satisfied. Such security shall be in a sum equal to 150% of the cost of the remaining work in order to Finally Complete such Waterfront Public Access Area. Such estimated cost is subject to the reasonable approval of DPR. Declarant shall be obligated to Substantially Complete or Finally Complete construction within the period of time specified in the Delay Notice, or such lesser period of time as the Chairperson reasonably determined in the Delay Notice; provided, however, that if the Force Majeure Event has a longer duration than as set forth in the Delay Notice or as reasonably determined by the Chairperson, the Chairperson may grant additional time for Substantial Completion or Final Completion, as the case may be.

ARTICLE 7

PERMANENT CERTIFICATES OF OCCUPANCY

7.1. PCO. Subject to Force Majeure, Declarant shall not apply, upon the completion

of any inspections, for the issuance of a PCO for any building until DPR has issued a Notice of Final Completion for the Waterfront Public Access Area.

7.2. Notice of Final Completion. Declarant shall notify DPR and DCP when it believes construction of the Waterfront Public Access Area is Finally Complete and shall request that DPR issue a certificate in the form of Exhibit G annexed hereto (a "**Notice of Final Completion**") to Declarant certifying Final Completion. Not later than twenty (20) calendar days after receipt of such request, DPR shall either issue the Notice of Final Completion or deliver to Declarant a notice setting forth the reasons construction is not Finally Complete. Such notice shall include a Punch List of items remaining to be completed or unsatisfactorily performed. Declarant shall promptly perform the work specified on the Punch List, after which it shall notify DPR of such completion. No later than twenty (20) calendar days after receipt of such notice, DPR shall either issue the Notice of Final Completion or notify Declarant that it has not completed the Punch List. If DPR fails to provide a notice to Declarant within the time periods set forth in this Section, then DPR shall be deemed to have issued a Notice of Final Completion. The issuance of a Notice of Final Completion or DPR's inaction, in accordance with the provisions of this Section 7.2, shall be conclusive evidence with respect to Declarant that the Waterfront Public Access Area has been constructed in accordance with the design and construction specifications approved by DPR, including the Final Plans and Specifications/100% Construction Drawings.

7.3. Failure to Perform.

(a) Subject to Force Majeure, Declarant shall within three (3) months after issuance of a Notice of Substantial Completion, Finally Complete construction, unless certified by an independent third-party engineer holding a professional or engineering degree and with significant experience in the design, construction and inspection of marine structures (each an "**Inspector**", and, collectively, the "**Inspectors**") in writing, that it will take longer than three (3) months to Finally Complete; provided that if Final Completion requires planting or other tasks that may be required to occur seasonally and the Notice of Substantial Completion is issued after October 1st, then Declarant shall have until June 1st to Finally Complete. In the event that Declarant fails to Finally Complete construction within such time period, then DPR may, at its option, upon not less than thirty (30) days written notice to Declarant, (i) Finally Complete construction in accordance with the Final Plans and Specifications/100% Construction Drawings; (ii) cause Declarant to remove all of its equipment and any other items impeding DPR's completion of construction; and (iii) draw upon the Completion Letter of Credit for so much of the proceeds as is necessary to pay for the reasonable costs and expenses incurred in performing the uncompleted construction, and, if necessary, removing such equipment and impediments. If the full amount of the Completion Letter of Credit is not drawn upon, then DPR shall return the balance of the proceeds of the Completion Letter of Credit to Declarant within thirty (30) calendar days after Final Completion.

(b) Declarant hereby grants the City and its contractors, agents, employees, sub-contractors a license to enter upon the Waterfront Public Access Area portion of the Subject Property for the purposes of exercising its rights under Section 7.3(a) as may be necessary to Finally Complete construction.

7.4. Pursuant to Section 62-74 of the Zoning Resolution, as a condition of the issuance of a PCO for any building, such PCO shall reflect the amount of the Waterfront Public Access Area to be provided in relation to such building.

ARTICLE 8

PUBLIC ACCESS EASEMENT

8.1. Public Access Easement. Declarant agrees that it shall grant the City and the general public a perpetual and non-exclusive public access easement over the WPAA unobstructed (except for such obstructions, objects, amenities and other items as are shown on the Drawings or as are otherwise permitted by the City) from the ground surface up to the sky (a "**Public Access Easement**"). Declarant further agrees that liens, including but not limited to judgment liens, mortgage liens, mechanics liens and vendees' liens, shall be subject to and subordinate to the rights, claims, entitlements, interests and priorities created by the easements granted herein.

8.2. Closing of Public Access Easement. Notwithstanding anything contained in Section 8.1, and subject to Section 4.03 of the WPAA Maintenance Agreement, Declarant may close all or any portion of the Public Access Easement (i) for the repair, restoration, rehabilitation, renovation or replacement of pipes, utility lines or conduits or other equipment on or under the WPAA, or for the repair of the WPAA, (ii) as may be approved by the Department of Buildings or Department of Transportation in connection with work on any of the buildings in the Development Property, or (iii) in the event of an emergency or hazardous condition; provided that Declarant will close or permit to be closed only those portions of the WPAA which must or should reasonably be closed to effect the repairs or remediation in a safe and expeditious manner, will exercise due diligence in the performance of such repairs or mitigation so that it is completed expeditiously and the temporarily closed areas are re-opened to the public promptly, and will, wherever reasonably possible, perform such work in such a manner that the public will continue to have access to the WPAA. Except in cases of emergency, Declarant shall provide seven (7) days advance notice to the public and DPR of any temporary closure of the WPAA (or portions thereof), by posting signs at appropriate locations. In cases of emergency, Declarant shall provide such public notice as soon as practicable and shall promptly, but in no event more than two (2) business days after such closure, give notice to DPR that such portion has been closed, which notice shall describe the nature of the emergency or hazardous condition causing the closure, the portion to be closed and the anticipated duration thereof.

8.3. Preservation of Ownership Interest. Declarant shall have the right to close all or any portions of the WPAA to the City and the general public one (1) calendar day, other than a Saturday, Sunday or legal holiday, in each year to preserve its ownership interest therein.

ARTICLE 9

ADMINISTRATION

9.1. Hours of Operation of Waterfront Public Access Area.

(a) Declarant acknowledges that the hours of operations of the Waterfront Public Access Area shall be determined by the City and, subject to its rights under Sections 8.2 and 8.3 hereof, Declarant covenants not to impede or interfere with public access over the Public Access Easement during the hours of operation of the Waterfront Public Access Area.

(b) Declarant acknowledges that the Substantially Completed area(s) of the WPAA shall be open to the public from 6 a.m. to 1 a.m. every day of week, all year, and subject to the terms of Section 4.01 of the WPAA Maintenance Agreement. Notwithstanding the foregoing, Declarant and the owners, tenants, residents, employees and invitees of the private development on the Subject Property shall have the right to use the WPAA at all times in connection with the egress and ingress to buildings located on the Subject Property.

9.2. Maintenance of WPAA by Declarant. Declarant shall be solely responsible for the maintenance of and capital repairs to the WPAA (the "**Maintenance Obligation**"). The Maintenance Obligation requires that Declarant maintain the WPAA in accordance with the WPAA Maintenance Agreement.

9.3. Use of the WPAA. Use of the WPAA shall be governed by and consistent with the WPAA Maintenance Agreement.

9.4. VIUC Becoming WPAA. In the event of the Future Amended WAP, and in the event that the Future Amended WAP requires a publicly accessible connection in the location of or including the VIUC, the VIUC shall become subject to the requirements of the Zoning Resolution, except to the extent otherwise provided in a modification to this Declaration pursuant to Section 11.6 hereof.

Discontinuance of VIUC. In the event that an upland connection is established on Block 26, Lot 10, a property adjacent to the Subject Property, that provides access to the Shore Public Walkway hereunder, and that at that time the WAP or the Future Amended WAP, as applicable, does not require a publicly accessible connection in the location of or including the VIUC, the VIUC may be discontinued and Declarant may execute and record an amendment to this Declaration reflecting such discontinuance, in accordance with Section 11.6(a) hereof.

ARTICLE 10

ENFORCEMENT

10.1. Enforcement by the City.

(a) Declarant acknowledges that the City is an interested party to this Declaration, and consents to enforcement by the City, administratively or at law or equity, of the restrictions, covenants, easements, obligations and agreements contained herein

(b) No person or entity other than the Declarant, its successors and assigns, or the City shall have any right to enforce the provisions of this Declaration. Nothing contained herein shall be deemed to allow any other person or entity, public or private, any interest or right of enforcement of any provision of this Declaration or any Exhibit hereto, including any claim by any public or private landowner to be the beneficiary of an easement appurtenant to lands

adjoining the Subject Property which could or might be affected by the enforcement of the provisions of this Declaration with respect to the Subject Property.

10.2. Additional Remedies. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive, and that the City and any agency thereof may pursue other remedies not specifically set forth herein.

10.3. Enforcement by Declarant. Declarant shall have the right to pursue any remedy available to Declarant, both administrative and judicial and at law and equity, to enforce its rights under this Declaration.

10.4. Notice and Cure.

(a) Before any agency, department, commission or other subdivision of the City institutes any proceeding or proceedings to enforce the terms or conditions of this Declaration with respect to an alleged violation, it shall give Declarant notice pursuant to the terms of Section 5.04 of the WPAA Maintenance Agreement.

(b) Notwithstanding the foregoing, if DPR has reason to believe that the use and enjoyment of the Waterfront Public Access Area by any member of the public has, without reasonable cause, been denied by Declarant, and the City determines that such denial of access with respect to the right of public access under the Public Access Easement was in violation of the provisions of this Declaration and Section 5.08 of the WPAA Maintenance Agreement, the City shall have, after notice to Declarant and an opportunity for Declarant to present evidence disputing such alleged denial of access, in addition to such other rights as may be available at law or equity, the right to seek civil penalties at the New York City Environmental Control Board for a violation relating to privately owned public space.

(c) If after due notice as set forth in this Section, Declarant or Mortgagee fails to cure a violation, the City may exercise any and all of its rights, including those delineated in this Section and may disapprove any amendment, modification, or cancellation of this Declaration on the sole grounds that Declarant is in default of a material obligation under this Declaration.

(d) Notwithstanding the foregoing, in the event of a denial of public access of an ongoing nature or interference on a continuing basis with the City's rights pursuant to this Declaration following notice from the City and failure to cure by Declarant, the City may immediately exercise any and all of its rights hereunder, including but not limited to the issuance of violations and seeking a mandatory injunction; in such an event, the notice and cure provisions of this Section 10.4 shall not apply.

ARTICLE 11

MISCELLANEOUS

11.1. Filing and Recording.

(a) This Declaration shall become effective upon approval of the Certification by the Chairperson of the WPAA. Within five (5) business days of such approval, Declarant shall file and record at its sole cost and expense this Declaration in the Register's Office, indexing it against all the tax lots that comprise the Subject Property. Declarant shall promptly deliver to DCP and the DPR two (2) duplicate executed originals and, following recordation, three (3) physical copies, as well as an electronic copy, of this Declaration as recorded. Upon receipt of the recorded, original Declaration, DCP will notify Declarant's counsel via email of such receipt. If Declarant fails to so record this Declaration, the City may record this Declaration, at the sole cost and expense of Declarant, who shall promptly pay to the City such costs together with fees for purchase of a reasonable number of certified copies of the recorded Declaration.

(b) Notwithstanding the provisions of Section 11.1(a), in the event the Subject Property is subdivided or otherwise arranged so as to include any tax lot not listed within the first recital of this Declaration, Declarant, its heirs, successors, legal representatives, or assigns, shall cause a Notice of Restriction to be recorded against said tax lot, which specifies such tax lot is subject to the terms and conditions of this Declaration and provides the CRFN assigned to this Declaration as well as any subsequent amendments. In the event that the subdivided lot is subject to a condominium declaration, such notice of restriction shall only have to be recorded against the subdivided lot once and referenced in the condominium declaration, as provided in Section 14.6, and shall not have to be recorded against each unit of the condominium.

11.2. Binding Nature; Successors and Assigns.

(a) The provisions of this Declaration shall be covenants running with the land and shall inure to the benefit of and be binding upon the respective heirs, successors, legal representatives and assigns of Declarant to the Subject Property, including Mortgagee (provided Mortgagee shall have no performance or payment obligations unless and until any such Mortgagee succeeds to a possessory interest), and references to Declarant shall be deemed to include such heirs, successors, legal representatives and assigns as well as the successors to their interests in the Subject Property, subject to the further provisions of this Section 11.2. Reference in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

(b) Notwithstanding anything to the contrary contained in this Declaration, in the event that any building in the Proposed Development is converted to condominium or cooperative corporation forms of ownership, the Coop/Condominium (as hereinafter defined) and any Unit Interested Party shall not have any obligations under this Declaration to construct the WPAA except and unless the Coop/Condominium has expressly assumed such obligations in writing or if the initial Declarant or Successor Declarant (as defined herein) is also a Unit Interested Party, in which case Declarant or the Successor Declarant shall remain obligated to construct the WPAA.

(c) Notwithstanding the provisions of Section 11.2(b), in the event that a temporary or permanent certificate of occupancy has been issued for any portion of the Proposed Development prior to the receipt of a Notice of Substantial or Final Completion due to Force

Majeure, the Declarant that developed such portion of the Proposed Development allowed to proceed due to the Force Majeure event shall remain obligated as Declarant hereunder until a Notice of Final Completion has been issued.

11.3. Limitation of Liability. The restrictions, covenants and agreements set forth in this Declaration shall be binding upon the Declarant and any successor in interest only for the period during which Declarant and any successor in interest is the holder of a fee interest in or is a Party in Interest of the Subject Property and only to the extent of such fee interest or the interest rendering such person or entity a Party in Interest. It is hereby acknowledged that Declarant shall have the absolute right to convey all or any portion of the Subject Property owned by Declarant from time to time and at any time to one or more parties as Declarant sees fit in its sole discretion. Except as set forth in Sections 11.2(c) and Article 13 of this Declaration, at such time as the named Declarant has no further fee interest in the Subject Property and is no longer a Party in Interest of the Subject Property, such Declarant's obligations and liability with respect to this Declaration shall wholly cease and terminate from and after the conveyance of Declarant's interest, and Declarant's successors in interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Declarant's obligations and liabilities hereunder to the extent of such successor in interest's interest.

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

11.5. Severability. In the event that any provision of this Declaration shall be deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction and the judgment of such court shall be upheld on final appeal, or the time for further review of such judgment on appeal or by other proceeding has lapsed, such provision shall be severable, and the remainder of this Declaration shall continue to be of full force and effect.

11.6. Modifications.

(a) This Declaration may be modified, amended or canceled by the Chairperson only upon application by the Declarant. No other approval or consent by any other public body or private body shall be required for such modification, amendment or cancellation. This Declaration shall not be modified so as to make any Affordable Housing Unit subject to the Maintenance Obligation or to any assessment attendant hereto during the term of any agreement entered into between the Declarant and the City, acting through the New York City Department of Housing Preservation and Development, if applicable.

(b) In the event that the Proposed Development shall become a Coop/Condominium, as that term is defined in Section 13.1(a) herein, then until the Coop/Condominium shall be deemed to be the sole Declarant and Party in Interest as contemplated in 13.1(b), any Unit Interested Party and any Board, as such terms are defined in Section 13.1(a), hereby (x) irrevocably consent to any amendment, modification, cancellation, revision or other change in this Declaration by Declarant; (y) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration; and (z) nominate, constitute and appoint Declarant their true and lawful attorney-in-fact, coupled with an interest, to execute any

document or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration.

(c) Notwithstanding any other provision herein, this Declaration shall automatically and without any further public or private action be canceled, and the restrictions, covenants, obligations, liens and agreements hereof shall be of no further force and effect if, prior to the issuance by the DOB of a building permit for the Proposed Development, Declarant delivers to the Chairperson and records with the City Register's Office, a document duly executed and acknowledged in which the Declarant discharges this Declaration of record and surrenders its rights to develop the Proposed Development.

(d) Declarant may cancel the Declaration, subsequent to the issuance by the DOB of a building permit for the Proposed Development, if Declarant demonstrates to the Chairperson that no construction pursuant to the building permit has commenced. In such event, Declarant acknowledges that the future development of the Subject Property will be subject to a new certification pursuant to the Zoning Resolution Section 62-811.

11.7. Indemnification. If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration and such finding is upheld on final appeal, or the time for further review of such finding on appeal or by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Declaration. If any judgment is obtained against Declarant from a court of competent jurisdiction in connection with this Declaration and such judgment is upheld on final appeal or the time for further review of such judgment or appeal by other proceeding has lapsed, Declarant shall indemnify and hold harmless the City from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of said judgment.

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

11.9. Acknowledgement of Covenants. Declarant acknowledges that the restrictions, covenants, obligations and agreements in this Declaration will benefit the City of New York and all property owners within a one-half mile radius of the Subject Property.

11.10. Representations. Declarant represents and warrants that Declarant is aware of no restrictions of record on the use of the Subject Property, nor any present or presently existing future estates or interest in the Subject Property, nor any liens, obligations, covenants, easements, limitations or encumbrances of any kind, which would prevent or preclude, presently or potentially, the imposition of the restrictions, covenants, obligations and agreements of this Declaration.

11.11. Estoppel Certificates. Whenever requested by a party, the other party shall within ten (10) days thereafter furnish to the requesting party a written certificate setting forth: (i) that this Declaration is in full force and effect (or if there have been modifications that the Declaration is in full force and effect as modified and identifying the modifications), and (ii)

whether or not, to the best of its knowledge, the requesting party is in default under any provisions of this Declaration and if such a default exists, the nature of such default.

11.12. Parties in Interest. As of the date hereof, the Title Company has determined that there has been no change in the certification attached as **Exhibit B** and Declarant represents and warrants that the Parties in Interest listed in **Exhibit B** are the only known Parties in Interest in the Subject Property as of the date hereof.

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

ARTICLE 12

NOTICES

All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent as follows:

If intended for Declarant, to:

With a copy to:

If intended for DCP, to:
Chairperson
City Planning Commission
120 Broadway, 31st Floor
New York, New York 10271

With a copy to:
Office of the General Counsel
Department of City Planning
120 Broadway 31st Floor
New York, New York 10271

If intended for DPR, to:
Commissioner
Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, New York 10065

With a copy to:
Deputy Commissioner for Environment and Planning
Department of Parks & Recreation

The Arsenal, Central Park
830 Fifth Avenue
New York, New York 10065

and to:
Office of the General Counsel
Department of Parks & Recreation

	The Arsenal, Central Park 830 Fifth Avenue New York, New York 10065
If intended for the City to:	Chairperson City Planning Commission 120 Broadway 31st Floor New York, New York 10271
With a copy to:	Office of the General Counsel Department of City Planning 120 Broadway 31st Floor New York, New York 10271
and to:	Commissioner Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York. New York 10065
With a copy to:	Office of the General Counsel Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York, New York 10065

From and after the Coop/Condominium Obligation Date, a copy of all notices to Declarant shall include a copy to the Coop/Condominium, and the Coop/Condominium shall give notice to the City and DPR of its address for notice.

Declarant, City, DCP or DPR or their respective representatives, by notice given as provided in this paragraph, may change any address for the purposes of this Declaration. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, overnight courier or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

ARTICLE 13

CONDOMINIUMS AND COOPERATIVE CORPORATIONS

13.1. Filing Requirements.

(a) In the event that any part of the Proposed Development shall be subject to a condominium declaration, or if any part of the Proposed Development shall be owned or otherwise held by a cooperative corporation in accordance with the provisions of the laws of the State of New York (in either instance, referred to herein as the "**Coop/Condominium**," and such term shall refer to either organizational form), from and after the date the declaration of

condominium has been recorded in the Office of the City Register, or the date that the Proposed Development (or some portion thereof) shall be in title to the cooperative corporation (the "**Coop/Condominium Obligation Date**"), under the directorship of a duly elected or appointed Board of Directors or Board of Managers, as the case may be (the "**Board**"), the Coop/Condominium shall thereafter be deemed to be a Declarant under this Declaration. The owners of the shares of stock of the cooperative corporation, the holder of a lien encumbering any such shares, the holder of a proprietary lease or of any other right to occupancy or other interest therein, the owner of any residential or commercial unit in the condominium, or the holder of a lien encumbering any such condominium unit and the holder of any lease, right of occupancy or any other interest in such condominium unit, or the holder of any Affordable Housing Unit (each of the foregoing, hereinafter, a "**Unit Interested Party**") shall not be deemed to be a Declarant or a Party in Interest, except to the extent that such Unit Interested Party was a Declarant hereunder and retains the right under Applicable Law to control the Board. In the event that a Declarant becomes a Unit Interested Party and the WPAA is not Finally Complete, such party shall continue to be deemed a Declarant irrespective of Board control.

(b) The initial Declarant (or any successor entity to the balance and entirety of Declarant's fee interest in the Subject Property (the "**Successor Declarant**")), together with the Coop/Condominium, shall be considered Declarants until the WPAA are Finally Complete. At such time as Declarant or the Successor Declarant no longer holds a fee interest in the Subject Property (unless such interest is solely that of a Unit Interested Party and Declarant no longer retains the right to control the Board) and provided that the WPAA is Finally Complete, the initial Declarant or the Successor Declarant shall no longer be deemed a Declarant, and the Coop/Condominium shall be deemed to be the sole Declarant and Party in Interest under this Declaration, subject to the provisions of Article 14. In such event, the Board of the Coop/Condominium shall be the sole party with any right to amend, modify, cancel, revise or otherwise change the Declaration, or make any application therefor, subject to the provisions of Article 14.

(c) 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 and Exhibits hereto.

(d) From and after the Association Obligation Date (hereinafter defined): (i) the Board of any Coop/Condominium shall be responsible for satisfying its obligations as an Association Member (hereinafter defined), and (ii) any Coop/Condominium shall continue to be considered a Declarant, provided that: (x) prior to Final Completion of the WPAA, any party that constitutes a Declarant under this Article 13 or Article 14 shall be jointly and severally responsible for the construction and Final Completion of the WPAA, and (y) upon Final Completion of the WPAA, the liability of any Coop/Condominium that is a Declarant shall be limited to the extent of its proportionate share of the Maintenance Obligation assessed by the Association pursuant to Section 14.5.

13.2. Offering Plans. Upon the marketing and sale of securities appurtenant to units in a Coop/Condominium constructed or otherwise included in the Proposed Development as is contemplated in this Article, a summary of the terms of this Declaration shall be included in any offering plan or "red herring" issued in connection therewith (the "**Offering Plan**"). Such Offering Plan shall clearly identify the rights and obligations of the unit owners or the owners of shares of stock in the cooperative corporation, as the case may be, under this Declaration, as well as the obligations of the Association Members (hereafter defined) with respect to the assessment of maintenance fees for the ongoing operation and maintenance of the WPAA. The cost of maintenance of the Waterfront Public Access Area and the obligations of the Coop/Condominium under this Declaration are essential elements of the City actions permitting the development of the Proposed Development in accordance with the provisions of this Declaration, and in accordance with any other approvals granted by the City, shall be described in any Offering Plan and copies of the Declaration and WPAA Maintenance Agreement shall be provided as exhibits thereto.

13.3. Common Elements. Any condominium declaration shall, upon filing, contain provisions describing the Shore Public Walkway and all areas within the WPAA as "common elements," as that term is constructed under RPL 339-I, or, alternatively, as elements owned jointly by multiple Coops/Condominiums on the zoning lot in their capacity as members of a property owners' association, for which Unit Interested Parties are obligated to pay assessments, as provided in Article 14.

13.4. Affordable Housing and Common Expenses. No Affordable Housing Unit which may be constructed in the Proposed Development shall have any obligation for the Maintenance Obligation, WPAA Maintenance Security, or other costs to the Coop/Condominium attendant to this Declaration, and the calculation of any rents, common charges or maintenance on an Affordable Housing Unit shall not include any Pro Rata contribution thereto.

13.5. Estoppel. Declarant shall certify in writing to the Chairperson and the Commissioner, or any individual succeeding to their jurisdiction, that all governing documents of the Coop/Condominium are in full compliance with the requirements of this Declaration and shall provide the Chairperson with copies of such governing documents within ten (10) days of the AG's acceptance for filing of the Offering Plan for such Coop/Condominium. If Declarant fails to comply with the provisions of this Section 13.5, the City may proceed with any available enforcement measures.

ARTICLE 14

PROPERTY OWNERS' ASSOCIATION

14.1. Declarant shall cause a property owner's association to be organized, pursuant to the provisions of 13 NYCRR Article 22 (the "**Association**") or join a previously created Association, created for the purposes set forth in Section 14.2 herein, if the Subject Property is subdivided and conveyed to multiple fee owners and/or ground lessees. The obligations of the Association under this Declaration shall commence on the date that a Declaration of Covenants, Restrictions, and Easements establishing the Association is recorded in the Register's Office (the "**DCRE**") (the "**Association Obligation Date**"), at which time the Association shall be deemed

a Declarant. There may be only one Association for the Subject Property.

14.2. Obligations. The Association shall be established for, among other things, the purposes of assuming the Declarant's performance of the Maintenance Obligation as set forth in this Declaration. The initial Declarant or any Successor Declarant, along with the Association and any party that constitutes a Declarant under Article 13 or this Article 14, shall be jointly and severally responsible for the construction and Final Completion of the WPAA.

14.3. Members. The members of the Association (the "**Association Members**") shall consist of (a) the fee owners and/or ground lessees of any portion of the Subject Property that has not been developed as or converted to a Coop/Condominium, and (b) the Boards of any portion of the Subject Property which is developed as or converted to a Coop/Condominium.

(a) Each Association Member hereby (x) irrevocably consents to any amendment, modification, cancellation, revision or other change in this Declaration, relating to the WPAA, by the Association; (y) waives and subordinates any rights it may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing this Declaration; and (z) nominates, constitutes and appoints the Association its true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration and Exhibits hereto relating to the WPAA.

(b) Each Association Member, by acceptance of a deed or lease for a portion of the Subject Property shall, whether or not the covenant is expressed in such deed or lease (or, if the Association Member is the Board of a Coop/Condominium, in the declaration, bylaws and/or proprietary leases of such Coop/Condominium) be deemed to have consented to pay all assessments which may be imposed by the Association on the parcel owned or leased by such Association Member, as set forth herein.

14.4. Powers. Declarant shall cause the Association to be established with the power and authority to:

(a) Maintain, repair, and operate the WPAA to the extent required by this Declaration, the WPAA Maintenance Agreement and the terms of any license, easement or other agreement that may hereafter be executed between or among DPR, DCP, DOT and Declarant with respect to the Waterfront Public Access Area;

(b) impose fees or assessments against the Association Members, for the purpose of collecting funds necessary to satisfy the obligations of the Association pursuant to this Declaration;

(c) collect, receive, administer, protect, invest and dispose of funds;

(d) bring and defend actions and negotiate and settle claims to recover fees or assessments owed to the Association pursuant to this Article 14;

(e) exercise any of its duties or obligations pursuant to this Declaration without seeking the consent of any Unit Interested Parties; and

(f) exercise any and all of such powers as may be necessary or appropriate for purposes of this Declaration and as may be granted to the Association in furtherance of the Association's purposes pursuant to the New York Not-for-Profit Corporation Law or New York State Business Corporation Law, or the rules and regulations promulgated by the Department of Law for the regulation of homeowners' (property owner's) associations, as the case may be.

14.5. Assessments; Association Member Obligations.

(a) The Association shall assess real property constituting each Coop/Condominium or fee parcel within the Subject Property (the "**Assessment Property**") for its proportionate share of the Maintenance Obligation as provided in the DCRE, in order to obtain funds for the performance of the obligations of Declarant pursuant to this Declaration. The Assessment Property shall be assessed on a reasonable prorated basis as initially determined by Declarant, in compliance with Applicable Law. For Association Members who are Boards, a reasonable basis for such proration shall be conclusively established if the AG accepts for filing an offering plan for the sale of interests in such Association and the Coop/Condominium, as applicable, which plan describes such proration. The Boards of each Coop/Condominium shall collect such assessments from the owners of individual residential or commercial units, other than the Affordable Housing Units, for delivery to the Association in accordance with the DCRE and the governing documents of each Coop/Condominium.

(b) Each periodic assessment by the Association, together with such interest, costs and reasonable attorney's fees as may be assessed in accordance with the provisions of this Declaration, shall be the obligation of the Association Members against whom the assessment is charged at the time such assessment falls due and may not be waived by such Association Member.

(c) The periodic assessments shall be a charge on the land and a continuing lien upon the property owned by the Association Member against which each such assessment is made, except that if the Association Member is a Board, such lien shall be subordinate to the lien of any prior recorded mortgage in respect of such property given to a bank or other institutional lender (including but not limited to a governmental agency), the lien of any real property taxes, and the lien of the Board for unpaid maintenance or common charges. The periodic assessments charged to an Association Member which is a Board shall be included within the common charges of the Condominium. The Association may bring an action to foreclose the Association's lien against the property owned by such Association Member, or a Unit Interested Party (other than the owner of an Affordable Housing Unit), as the case may be, to recover such delinquent assessment(s), including interest and costs and reasonable attorneys' fees of any such action. Any Unit Interested Party, other than the owner of an Affordable Housing Unit, by acceptance of a deed or a lease to a portion of the Subject Property, thereby agrees to the provisions of this Section 14.5. Any unit owner may eliminate the Association's lien described above on his or her unit by payment to the Condominium of such unit owner's prorated share of the periodic assessment by the Association to the Condominium in which such Unit is located. No Association Member may waive or otherwise escape liability for the assessments provided for herein by non-use of the Waterfront Public Access Area or abandonment of the Association's property, or by renunciation of membership in the Association, provided, however, that an

Association Member's liability with respect to future assessments shall end upon the valid sale or transfer of such Association Member's interest in the Subject Property.

(d) Association Members who may be assessed for the Maintenance Obligation shall not include the holder of a mortgage or other lien encumbering (i) the fee estate in the Subject Property or any portion thereof, (ii) the lessee's estate in a ground lease of all or substantially all of the Subject Property or all or substantially all of any parcel or portion thereof, or (iii) any single building to be built on the Subject Property, unless and until any such mortgagee succeeds to either (x) a fee interest in the Subject Property or any portion thereof or (y) the lessee's estate in a ground Lease of all or substantially all the Subject Property or all or substantially all of any parcel or portion thereof (the interests described in sub-clauses (x) or (y) immediately preceding being each referred to as a "**Possessory Interest**") by foreclosure of the lien of the mortgage or other lien or acceptance of a deed or other transfer in lieu of foreclosure or exercise of an option to convert an interest as mortgagee into a Possessory Interest in any such fee or ground leasehold estate in the Subject Property or by other means permitted under Applicable Law from time to time and no such mortgagee or lien holder shall be liable for any assessment imposed by the Association pursuant to this Article 14 until the mortgagee or lien holder succeeds to such Possessory Interest.

(e) Upon acceptance for filing of an Offering Plan by the AG allowing the sale or transfer of membership interests in the Association, the Association shall certify in writing to the Chairperson and the Commission, or to any individual succeeding to their positions, that all governing documents of the Association are in full compliance with the requirements of this Declaration and shall provide the Chairperson with a copy of such governing documents. If Declarant fails to comply with the provisions of this Section 14.5, the City may proceed with any available enforcement measures.

(f) Association Members shall be considered Declarants. Notwithstanding the foregoing, upon Final Completion of the WPAA, the liability of any Association Member shall be limited to such Association Member's proportionate share of the Maintenance Obligation assessed by the Association pursuant to Section 14.5(a). In the event of a default by the Association, the City shall, prior to enforcing any rights against any Association Members, seek enforcement against the Association and, if applicable, the initial Declarant or a Successor Declarant, pursuant to the notice and cure provisions of Section 10.4.

14.6. Deed References. Every deed conveying title to, or a partial interest in, all or a portion of the Subject Property, every lease of all or any portion of the Subject Property, each condominium declaration, and/or any bylaws relating to any portion of the Subject Property shall contain a recital or other provision that the Association Member is liable for its pro rata share of the assessment by the Association as well as the CRFN of this Declaration and any subsequent recorded amendments thereto or notices thereof, including the Notice of Restrictions required to be recorded against any newly subdivided tax lot in the Subject Property as per Section 14.1(b) of this Declaration.

ARTICLE 15

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

ZDJ VERNON LLC

By: _____
Name: Jasper Wu
Title: Manager

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

On the 12 day of September 2024 before me, the undersigned, personally appeared Jasper Wu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SEAL

LINGJUAN LIU
Notary Public - State of New York
No. 02LI0013303
Qualified in Queens County
My Commission Expires 09/07/2027

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

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

Base Lot 4

ALL that certain plot, piece or parcel of land, situate, lying and being at Long Island City in the County of Queens, City of New York, known as Lot Numbers 4, 5, 6, 7, 13, 14, 15 and 16, in Block 21 "Map of Hunter Van Alst and Debevoise Farms" situate in the 1st, 2nd and 3rd Wards, Long Island, Queens County, surveyed by Peter Van Alst for the Trustees of Union College bounded and described as follows:

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 75 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard and the northerly side of 46th Avenue;

RUNNING THENCE South 75 degrees 17 minutes 05 seconds West and parallel with 46th Avenue, 100 feet;

THENCE South 14 degrees 42 minutes 55 seconds East and parallel with Vernon Boulevard, 75 feet to the northerly side of 46th Avenue;

THENCE South 75 degrees 17 minutes 05 seconds West along the northerly side of 46th Avenue, 100 feet to the easterly line of Lot 17 on the aforesaid map;

THENCE North 14 degrees 42 minutes 55 seconds West along the easterly line of Lot 17 and parallel to Vernon Boulevard, 231 feet 6 inches to the southerly line of the 11th Street Basin;

THENCE North 75 degrees 17 minutes 05 seconds East along the southerly line of the 11th Street Basin and parallel to 46th Avenue, 49 feet to the westerly line of Lot 10;

THENCE South 14 degrees 42 minutes 55 seconds East along the westerly line of Lot 10 and parallel to Vernon Boulevard, 1 foot 6 inches;

THENCE North 75 degrees 17 minutes 05 seconds East along said southerly side of Lot 10 and parallel with 46th Avenue 51 feet to the westerly side of Lot 9 on said map;

THENCE South 14 degrees 42 minutes 55 seconds East and parallel with Vernon Boulevard and along the westerly sides of Lots 9 and 8, 55 feet to the northerly side of Lot 7 on said map;

THENCE North 75 degrees 17 minutes 05 seconds East and along the northerly side of Lot 7 and parallel with the northerly side of 46th Avenue, 100 feet to the westerly side of Vernon Boulevard;

THENCE South 14 degrees 42 minutes 55 seconds East and along the westerly side of Vernon Boulevard, 100 feet to the point or place of BEGINNING.

Base Lot 8

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

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 175 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard with the northerly side of 46th Avenue;

RUNNING THENCE northerly, along the westerly side of Vernon Boulevard, 55 feet;

THENCE westerly, and parallel with the northerly side of 46th Avenue, 100 feet;

THENCE easterly, and parallel with the northerly side of 46th Avenue, 100 feet to the westerly side of Vernon Boulevard, at the point or place of BEGINNING.

That the said premises are known as and by street address 45-34 – 45-48 Vernon Boulevard/5-43-5-51 46th Avenue, Long Island City, NY 11101, Block 26, Lot 4 (former Lots 4 and 8).

EXHIBIT B

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

FSAZ-240703

EXHIBIT "I"

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

Federal Standard Abstract, Inc., as agent for First American Title Insurance Company , a title insurance company licensed to do business in the State of New York, having its principal office at 633 Third Avenue, New York, 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 in the single ownership, that all the parties in interest consisting of a "party in interest" as defined in Section 12-10, subdivision (c) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME	ADDRESS	NATURE OF INTEREST
ZDJ Vernon LLC, a New York LLC	60 Cutter Mill Road, Suite 405, Great Neck, NY 11021	Fee Owner
Elite United LLC, a DE LLC	45 North Station Plaza, Suite 214, Great Neck, NY 11021	Holder of Mortgage

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tentative New Lot 4 (Base Lots: 4 and 8) in Block 26 on the Tax Map of the Borough and County of Queens, and more particularly described as follows:

Base Lot 4

ALL that certain plot, piece or parcel of land, situate, lying and being at Long Island City in the County of Queens, City of New York, known as Lot Numbers 4, 5, 6, 7, 13 14, 15 and 16, in Block 21 "Map of Hunter Van Alst and Debevoise Farms" situate in the 1st, 2nd and 3rd Wards, Long Island, Queens County, surveyed by Peter Van Alst for the Trustees of Union College bounded and described as follows:

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 75 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard and the northerly side of 46th Avenue;

RUNNING THENCE South 75 degrees 17 minutes 05 seconds West and parallel with 46th Avenue, 100 feet;

THENCE South 14 degrees 42 minutes 55 seconds East and parallel with Vernon Boulevard, 75 feet to the northerly side of 46th Avenue;

THENCE South 75 degrees 17 minutes 05 seconds West along the northerly side of 46th Avenue, 100 feet to the easterly line of Lot 17 on the aforesaid map;

THENCE North 14 degrees 42 minutes 55 seconds West along the easterly line of Lot 17 and parallel to Vernon Boulevard, 231 feet 6 inches to the southerly line of the 11th Street Basin;

THENCE North 75 degrees 17 minutes 05 minutes East along the southerly line of the 11th Street Basin and parallel to 46th Avenue, 49 feet to the westerly line of Lot 10;

THENCE South 14 degrees 42 minutes 55 seconds East along the westerly line of Lot 10 and parallel to Vernon Boulevard, 1 foot 6 inches;

THENCE North 75 degrees 17 minutes 05 seconds East along said southerly side of Lot 10 and parallel with 46th Avenue, 51 feet to the westerly side of Lot 9 on said map;

THENCE South 14 degrees 42 minutes 55 seconds East and parallel with Vernon Boulevard and along the westerly sides of Lots 9 and 8, 55 feet to the northerly side of Lot 7 on said map;

THENCE North 75 degrees 17 minutes 05 seconds East and along the northerly side of Lot 7 and parallel with the northerly side of 46th Avenue, 100 feet to the westerly side of Vernon Boulevard;

THENCE South 14 degrees 42 minutes 55 seconds East and along the westerly side of Vernon Boulevard, 100 feet to the point or place of BEGINNING.

Base Lot 8

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

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 175 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard with the northerly side of 46th Avenue;

RUNNING THENCE northerly, along the westerly side of Vernon Boulevard, 55 feet;

THENCE westerly, and parallel with the northerly side of 46th Avenue, 100 feet;

THENCE southerly, and parallel with the westerly side of Vernon Boulevard, 55 feet;

THENCE easterly, and parallel with the northerly side of 46th Avenue, 100 feet to the westerly side of Vernon Boulevard, at the point or place of BEGINNING.

PERIMETER DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough and County of Queens, City and State of New York, known as Lot Numbers 4, 5, 6, 7, 8, 9, 13, 14, 15 and 16, in block 21 "Map of Hunter Van Alst and Debevoise Farms" situate in the 1st, 2nd and 3rd Wards, Long Island, Queens County, surveyed by Peter Van Alst for the Trustees of Union College, bounded and described as follows:

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 75 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard and the northerly side of 46th Avenue;

RUNNING THENCE South 75° 17' 05" West and parallel with 46th Avenue, 100 feet;

THENCE South 14° 42' 55" East and parallel with Vernon Boulevard, 75 feet to the northerly side of 46th Avenue;

THENCE South 75° 17' 05" West along the northerly side of 46th Avenue, 100 feet to the easterly line of lot 17 on the aforesaid map;

THENCE North 14° 42' 55" West along the easterly line of lot 17 and parallel to Vernon Boulevard, 231 feet 6 inches to the southerly line of 11th street basin;

THENCE North 75° 17' 05" East along the southerly line of the 11th street basin and parallel to 46th Avenue, 49 feet to the westerly line of lot 10;

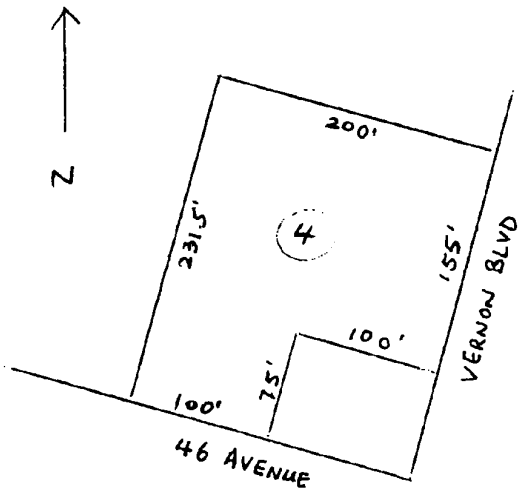
THENCE South 14° 42' 55" East along the westerly line of lot 10 and parallel to Vernon Boulevard, 1 foot 6 inches to the southerly line of lot 10;

THENCE North 75° 17' 05" East along said southerly side of lot 10 and parallel with 46th Avenue, 151.00 to the westerly side of Vernon Boulevard;

THENCE South 14° 42' 55" East along the westerly side of Vernon Boulevard 155.00 feet to the point or place of BEGINNING.

That the said premises are known as and by street address 45-34 – 45-48 Vernon Boulevard/ 5-43-5-51 46th Avenue, Long Island City, NY 11101, as shown on the following DIAGRAM:

Block 26 Tentative New Lot 4 (Base Lots: 4 and 8)



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

CERTIFIED this 18th day of July, 2024 to ZDJ Vernon LLC, the applicant for this certification.

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

Federal Standard Abstract, Inc., as agent
First American Title Insurance Company
(New York)

By: _____
Alice Wong, Title Officer

STATE OF NEW YORK, COUNTY OF QUEENS

On this 18th day of July in the year of 2024 before me, the undersigned, personally appeared Alice Wong, 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 her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____
Notary Public

SEAL

ELEANORE Z HOU
Notary Public, State of New York
No. 01HO6262576
Qualified in Queens County
Commission Expires May 29, 2028

EXHIBIT C

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE

WAIVER OF EXECUTION OF RESTRICTIVE DECLARATION AND SUBORDINATION OF MORTGAGE, made this 16th day of September, 2024 by Elite United LLC, a DE LLC (the "Mortgagee"), having its principal place of business at 45 North Station Plaza, Suite 214, Great Neck, NY 11021.

W I T N E S S E T H:

WHEREAS, the Mortgagee is the lawful holder of that certain mortgage, dated April 19, 2024 (the "Mortgage") made by ZDJ Vernon LLC, a DE LLC, (the "Mortgagor"), in favor of the Mortgagee, in the original principal amount of $25,000,000, recorded in the Office of the Register/Clerk of the City of New York, County of Queens, on May 6, 2024, at CRFN 2024000115091; and

WHEREAS, the Mortgage encumbers all or a portion of the property (the "Premises") known as Block 25, Lot(s) 4 on the Tax Map of the City of New York, County of Queens, and more particularly described in **Schedule A** attached hereto and made a part hereof, and any improvements thereon (such improvements and the Premises are collectively referred to herein as the "Subject Property"), which Subject Property is the subject of a restrictive declaration dated as of September 16 2024 (the "Declaration"), made by the Mortgagor; and

WHEREAS, Mortgagee represents that the Mortgage represents its sole interest in the Subject Property; and

WHEREAS, the Declaration, which is intended to be recorded in the Office of said Register/Clerk simultaneously with the recording hereof, shall subject the Subject Property and the sale, conveyance, transfer, assignment, lease, occupancy, mortgage and encumbrance thereof to certain restrictions, covenants, obligations, easements and agreements contained in the Declaration; and

WHEREAS, the Mortgagee agrees, at the request of the Mortgagor, to waive its right to execute the Declaration and to subordinate the Mortgage to the Declaration.

NOW, THEREFORE, the Mortgagee (i) hereby waives any rights it has to execute, and consents to the execution by the Mortgagor of, the Declaration and (ii) hereby agrees that the Mortgage, any liens, operations and effects thereof, and any extensions, renewals, modifications and consolidations of the Mortgage, shall in all respects be subject and subordinate to the terms

and provisions of the Declaration.

This Waiver of Execution of Restrictive Declaration and Subordination of Mortgage shall be binding upon the Mortgagee and its heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Mortgagee has duly executed this Waiver of Execution of Restrictive Declaration and Subordination of Mortgage as of the date and year first above written.

MORTGAGEE:

By: _____
Name: Lily Guo
Title: Authorized Signatory

ACKNOWLEDGMENT

State of New York
County of Queens

On the 16th day of September in the year 2024 before me, the undersigned, a notary public in and for said state, personally appeared Lily Gao, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SEAL

XIE ZHAODI
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in Queens County
01XI6423251
MY COMMISSION EXPIRES 10/12/2025

EXHIBIT D

WPAA MAINTENANCE AGREEMENT

RECORD AND RETURN TO:

New York City Department of Parks & Recreation
The Arsenal, Central Park
830 Fifth Avenue
New York, New York 10065
Attn: Office of the General Counsel

WPAA MAINTENANCE AGREEMENT

WPAA MAINTENANCE AGREEMENT (this "**Agreement**"), made as of September 16 2024 by and between, ZDJ Vernon LLC, having an office at 60 Cuttermill Road, Suite 405, Great Neck, NY ("**Owner**"), and the City of New York (the "**City**"), acting by and through the New York City Department of Parks & Recreation, having an address at The Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10065.

W I T N E S S E T H:

WHEREAS, Owner is the [holder in fee simple] of certain real property located in the Borough of Queens, Queens County, City and State of New York, which property is designated as Block 26, Lot 4 on the tax map of the City of New York, Borough of Queens (the "**Subject Property**") as more particularly described in **Schedule A** annexed hereto; and

WHEREAS, the Subject Property is located within a waterfront block, as that term is defined in Section 62-11 of the Zoning Resolution of the City of New York (the "**Zoning Resolution**") and is subject to the regulations of Article VI, Chapter 2 of the Zoning Resolution; and

WHEREAS, Owner intends to develop the Subject Property by constructing a mixed-use residential and commercial building (the "**Proposed Development**"); and

WHEREAS, Owner has submitted application No. 240337ZCQ, to the Department of City Planning ("**DCP**") requesting that the Chairperson of the City Planning Commission (the "**Chairperson**") certify that the drawings (the "**Drawings**") submitted with such application comply with the requirements of Article VI, Chapter 2 of the Zoning Resolution (the "**Application**"); and

WHEREAS, in connection with the approval by the Chairperson of the Application, Owner or its predecessor in interest executed a Restrictive Declaration dated September 16, 2024 governing the development of the Subject Property (the "**Declaration**"); and

WHEREAS, as of the date hereof, Owner has executed the Declaration, and subject to the terms therein, this Agreement shall be incorporated by reference and made an enforceable part thereof; and

WHEREAS, Owner or its predecessor in interest shall have constructed the Waterfront Public Access Area (as such term is defined in the Declaration);

WHEREAS, pursuant to the terms of the Declaration, Owner has agreed to maintain and operate the Waterfront Public Access Area and to execute this Maintenance Agreement; and

WHEREAS, Owner and the City wish to provide for their respective rights and obligations in connection with the maintenance and operation of the Waterfront Public Access Area.

NOW, THEREFORE, in consideration of the foregoing, Owner and the City agree as follows:

I. DEFINITIONS

Any word which is defined in the Declaration shall have the meaning set forth therein, unless otherwise defined herein.

a. "**CPI**" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, New York – Northern New Jersey – Long Island, NY-NJ-CT area, All Items (1982-1984=100) or any successor index thereto, appropriately adjusted, or such other index upon which the Parks Department and Owner may reasonably agree. If the Consumer Price Index ceases to be published, and there is no successor thereto, DPR and Owner shall agree upon another index, each acting reasonably, and such index, as appropriately adjusted, shall be substituted for the Consumer Price Index. If the Consumer Price Index ceases to use 1982-1984=100 as the basis of calculation, the Consumer Price Index shall be adjusted accordingly.

b. "**Daily Damage Rate**" shall have the meaning set forth in Section 5.05(b) of this Agreement.

c. "**DPR**" shall mean the New York City Department of Parks & Recreation or any successor to its jurisdiction.

d. "**Parks Inspection Program**" shall mean the performance measurement system used by DPR or any successor program.

e. "**Promenade Activities**" shall have the meaning set forth in Sections 4.02(a) and 4.02(b) of this Agreement.

f. "**Subject Property**" shall have the meaning set forth in the Recitals to this Agreement.

Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed thereto in the Declaration.

II. MANAGEMENT

2.01 Obligation to maintain. Owner shall provide or, in Owner's sole discretion, cause to be provided, all services required for the maintenance and repair of the Waterfront Public Access Area in accordance with the provisions of this Agreement and to the reasonable satisfaction of the Commissioner. Such services shall include keeping and maintaining the Waterfront Public Access Area in good condition and making replacements, if needed, in accordance with the terms of this Agreement and Section 62-72 of the Zoning Resolution.

III. MAINTENANCE AND REPAIR

3.01 In General. Owner shall be responsible for the ordinary maintenance and repair of the Waterfront Public Access Area in accordance with the standards set forth in this Article III and consistent with an "Acceptable" rating under the Parks Inspection Program. All such maintenance shall be performed in a good and workmanlike manner.

3.02 Cleaning.

a. Dirt, litter and obstructions shall be removed as needed and leaves collected and removed as needed to maintain the Waterfront Public Access Area in a clean, neat and good condition.

b. All walkways, sidewalks, lighting and all other improvements and facilities installed in the Waterfront Public Access Area shall be routinely cleaned and maintained so as to keep such improvements and facilities in a clean, neat and good condition.

c. Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface, within three (3) days of its appearance.

d. Drains, sewers and catch basins shall be cleaned regularly to prevent clogging.

e. Branches and trees damaged or felled by excessive winds, ice, vandalism, or by any other reason whatsoever, shall be promptly removed, except that in the event of an injury or death resulting from such branch or tree damaged or felled, no removal may take place without the prior written approval of DPR and only at the direction of DPR.

3.03 Snow Removal. Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces in accordance with the New York City Administrative Code § 16-123, as amended.

3.04 Landscape Maintenance. In addition to the obligations set forth in Section 3.02 hereof, the maintenance program for the planted portions of the Waterfront Public Access Area shall consist of a "Spring Start-up Period" program, a "Season Closing Period" program, and a continuing maintenance program through the "Growing Season."

a. Spring Start-up Period. The Spring Start-up Period shall commence on March 1st and terminate not later than the end of the second week of April of each calendar year. The following work shall be undertaken and carried out annually during the Spring Start-up Period:

(i) Remove any winter protectives from trees, shrubs and other planting materials.

(ii) Remove all landscaping debris including leaves and dead branches.

(iii) Prune and trim trees that have overextended, dead or otherwise unsightly branches to maintain natural form.

(iv) Remove or destroy any weeds growing between paving blocks, pavement, cobbled and concrete areas.

(v) Apply commercially available nitrogen rich fertilizer to trees, shrubs, planting materials and other lawn areas as appropriate.

(vi) Remove any sand deposited as a result of winter sandings.

(vii) Replace any plant material or trees that are dead, diseased and/or otherwise unhealthy with healthy specimens of substantially equal type and reasonable size.

(viii) Reseed grassed areas as needed.

b. Season Closing Period. The Season Closing Period shall begin on October 1st and shall terminate not later than November 1st of each calendar year. The following work shall be undertaken and carried out during the Season Closing Period:

(i) Rake and collect leaves.

(ii) Wrap trees, shrubs and other plant materials as necessary to ensure adequate winter protection.

(iii) Apply commercially available nitrogen rich fertilizer to all lawn areas.

(iv) Reseed grassed areas as needed.

c. Growing Season. The Growing Season shall commence with the commencement of the Spring Start-up Period and shall terminate at the end of the Season Closing Period. The following work shall be undertaken and carried out during the Growing Season:

(i) Inspect trees on a regular basis and spray when necessary.

(ii) Water all trees, shrubs, plantings and grass areas as necessary to maintain in a healthy condition. In extended periods of drought (i.e., little precipitation/high temperatures for more than one week) ground cover, trees, shrubs and other plantings shall be thoroughly watered, subject to any City or State regulations governing water usage.

(iii) Mow grassed areas on a bi-weekly basis. During periods of excessive growth, mowing shall occur on a weekly basis. Reseed grassed areas as needed.

(iv) Weed as needed, no less than on a bi-weekly basis.

3.05 Repairs and Replacement. Repairs and replacements of all facilities within the Waterfront Public Access Area, including, without limitation, furnishings, equipment and light bulbs, shall occur as needed to maintain such facilities in good order and working condition. Owner shall exercise due diligence in commencing the repair or replacement of same as

promptly as possible, and subject to the notice requirements of the Declaration, as applicable, and in completing the same within a reasonably expeditious time after commencement. All repairs and replacements shall be consistent with the Final Plans and Specifications/100% Construction Drawings. Repairs shall include, but not be limited to, the following, as applicable to the facilities in the Waterfront Public Access Area:

a. Benches, Bleachers or Other Seating. Maintenance, including replacement of any broken or missing slats and any painting, as necessary.

b. Walls, Barriers and/or Fencing. Any broken or materially cracked walls, barriers and/or fencing shall be repaired or removed and replaced. To the extent feasible, replacement materials and designs shall match the materials and designs of existing walls, barriers and/or fencing.

c. Pavements. All paved surfaces shall be maintained so as to be safe and attractive. To the extent feasible, replacement materials shall match existing materials.

d. Signage. All park graphics shall be maintained in a first class condition and all vandalized or damaged signage shall be promptly cleaned or replaced with new signage to match other installed signs. Such replacement signage shall be subject to the prior review and approval of Parks.

e. Painting. All items with painted surfaces shall be painted on an "as needed" basis. Surfaces shall be scraped free of rust or other extraneous matter and painted to match the installed color.

f. Plant Materials and Trees. Plant materials and trees that are dead, diseased and/or otherwise unhealthy shall be replaced with healthy specimens of substantially equal type and reasonable size. In the event of the loss of more than ten (10) trees or of all trees of any species, Owner shall consult with DPR and provide appropriate replacements for such trees as determined by the Commissioner exercising reasonable judgment. Branches from mature trees that are at eye level (six feet or less from the ground) in an active area shall be pruned.

g. Construction Defects & Hazardous Conditions. Owner shall periodically inspect the Waterfront Public Access Area for construction defects and hazardous conditions and shall provide copies of inspection reports to DPR, together with a schedule for the prompt repair and remediation of any construction defects or hazardous conditions identified therein, as well as a description of any safety measures required on an interim basis to protect public safety.

h. Marine Structures and Engineered Shoreline Edges. Declarant shall construct all new and or improved marine structures and engineered shoreline edges to the highest practicable standards to ensure a long durable useful life cycle as set forth in Section 3.3 of the Declaration, and shall perform capital repairs as necessary. Marine structures shall be inspected in accordance with the then-current schedule and standards established by New York City Economic Development Corporation Waterfront Facilities Maintenance Management System Inspection Guidelines Manual, the most recent version of which is attached hereto as

Schedule B, with at least one "Routine Inspection" performed every three (3) years. All condition reports and recommendations shall be submitted to DPR upon its request.

i. Utilities. Owner shall be solely responsible for the maintenance and cost of all utilities required for the operation of the Waterfront Public Access Area.

j. Warranties and Replacement Parts. Declarant agrees, where possible, to obtain initial replacement parts on all products used in the Waterfront Public Access Area, as are customarily provided by manufacturers in connection with such products. Declarant agrees to obtain such warranties on all products used in the Waterfront Public Access Area, as are customarily provided by manufacturers in connection with such products and to have the City included as a named beneficiary on all such warranties. Declarant further agrees to provide to the City, from its Construction Manager or its subcontractors, a warranty against defects, including customary warranties with respect to plant material installed by Declarant or its contractors, and including the obligation to repair same, in the Public Access Area for a period of one year from the date of Notice of Final Completion.

3.06 Public Access Maintenance and Access Security. To secure Owner's obligation to maintain the Waterfront Public Access Area and to cover any civil penalties imposed by the ECB pursuant to Section 5.08 hereof, as a condition precedent to the issuance or acceptance of a TCO for any building on the Subject Property, Owner shall either (i) post or cause the posting with DPR of a performance bond for the benefit of the City, in a form reasonably satisfactory to the Commissioner and issued by a surety company licensed to do business in the State of New York, (ii) deposit with DPR one or more clean, irrevocable letters of credit, naming the City as beneficiary, in a form reasonably satisfactory to the City, or (iii) deliver to Parks other security reasonably acceptable to the City (any such security being hereinafter referred to as the "**WPAA Maintenance and Access Security**"). The WPAA Maintenance and Access Security shall be calculated by multiplying the number of square feet in the Waterfront Public Access Area by $3.25, adjusted to reflect changes in the CPI from the date of this Agreement to July 1 for the current fiscal year (the "**WPAA Maintenance Calculation**"), which amount shall be sufficient to cover 125 percent of the annual cost of maintaining the Waterfront Public Access Areas, plus an additional $10,000 to cover damages in the event that civil penalties are imposed by the ECB pursuant to Section 5.07 hereof with respect to a finding of access denial (the "**Access Cost**"). The WPAA Maintenance and Access Security shall be for a five (5) year term and shall be renewed prior to the expiration thereof. If the WPAA Maintenance and Access Security is not renewed at least thirty (30) calendar days prior to the expiration date of such WPAA Maintenance and Access Security, or if the City is informed in any way that the instrument of the WPAA Maintenance and Access Security will be cancelled or will not be renewed, the City shall be entitled to draw down on the full amount of the WPAA Maintenance and Access Security for the purpose of maintaining the Waterfront Public Access Area, or to cover any civil penalties imposed by the ECB, in accordance with this Agreement. Owner shall promptly replenish any sums drawn down and used by the City for the maintenance of the Waterfront Public Access Area so that the available WPAA Maintenance and Access Security remains at the amount set by the Commissioner pursuant to the provisions of this Section.

3.07 No Obligation For Additional Capital Improvements. Notwithstanding anything to the contrary contained in this Agreement, Owner shall have no obligation to make or provide

additional capital improvements, including no obligation to provide any payments or financing for, any additional capital improvements to all or any portion of the Waterfront Public Access Area, after completion of the Waterfront Public Access Area as set forth in the Declaration, as evidenced by the issuance by DPR of the Notice of Final Completion. Nothing herein shall be construed to relieve Owner of any obligation to perform necessary ordinary or capital maintenance or repairs to the Waterfront Public Access Area, including the marine structures and engineered shoreline edges, or to replace any loss or damage in the Waterfront Public Access Area, pursuant to the requirements of this Agreement.

IV. OPERATION AND ACCESS

4.01 Hours of Operation.

a. The hours of operation of the Waterfront Public Access Area shall be from 6 a.m. to 1 a.m. every day of week, all year.

b. Notwithstanding the provisions of this Agreement or the Declaration, DPR and Owner may, by written agreement, temporarily vary such hours for all or a portion of the Waterfront Public Access Area. At such times as the Waterfront Public Access Area or any portion thereof is closed in accordance with this Agreement, it shall be closed to all, except as set forth in Section 4.01(c), below.

c. Owner shall have the right to close to the public the Waterfront Public Access Area for one day in each calendar year (excluding holidays or weekends) to preserve its ownership interest in the Waterfront Public Access Area in accordance with and subject to the terms of the Declaration.

4.02 General Use of the Waterfront Public Access Area.

a. The Waterfront Public Access Area may be used by all members of the public for activities appropriate to Waterfront Public Access Areas of similar design and size in New York City ("**Promenade Activities**") including, but not limited to, the Promenade Activities listed in Section 4.02(b). With respect to any activities carried on in all or any part of the Waterfront Public Access Area, no member of the public shall use the Waterfront Public Access Area for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to the property or any person.

b. For purposes of this Agreement, "Promenade Activities" shall include, but not be limited to, the following:

(i) walking or standing;

(ii) walking domestic animals (provided such animals are leashed and properly curbed);

(iii) jogging;

(iv) sitting on benches and seating areas;

(v) gathering in small groups;

(vi) consumption of food and non-alcoholic beverages; and

(vii) use of public facilities for their intended purposes.

c. For purposes of this Agreement, the term "Special Event" shall mean an organized assembly, meeting, exhibit, program, public performance or other public function or activity to which the public is invited which is permitted by Owner following rules and regulations developed pursuant to Section 4.05.

d. Owner shall have the right to organize and hold or permit Special Events, subject to the prior written approval of DPR, in the Waterfront Public Access Area. Owner shall give written notice to DPR of any proposed Special Event no later than thirty (30) business days prior to the date of such event. Unless DPR notifies Owner in writing no later than ten (10) business days after receipt of such notice, Owner shall be allowed to hold such Special Event. Owner shall require the organizer(s) of any Special Event to post reasonable security, subject to the prior written approval of DPR for the purpose of insuring the security, clean-up and repair of the Waterfront Public Access Area necessitated by said activities. Notwithstanding the provisions of the immediately preceding sentence, in the event that clean-up and repair is not undertaken by such organizers or the issuers of such security following any such Special Event, Owner shall undertake such additional clean-up and repair as is necessitated by such Special Event.

4.03 Closure for Repairs. Owner may close all or a portion of the Waterfront Public Access Area (i) for the repair, restoration, rehabilitation, renovation or replacement of the Waterfront Public Access Area or pipes, utility lines or conduits or the equipment on or under the Waterfront Public Access Area, or (ii) in the event of an emergency or hazardous condition; provided that Owner will close or permit to be closed only those portions of such areas which must or should reasonably be closed to effect the repairs or remediation; and, wherever possible, shall perform such work in such a manner that the public will continue to have at least partial access to the Waterfront Public Access Area; and will exercise due diligence in the performance of such repairs or mitigation so that it is completed expeditiously and the temporarily closed areas are re-opened to the public promptly. Owner shall provide notice of any closure in the manner set forth in the Declaration.

4.04 Staffing. Upon any portion of the Waterfront Public Access Area being open and accessible to the public, Owner shall have the discretion to employ, appoint, select, contract with or otherwise hire the services of an appropriate number of qualified attendants, gardeners, groundskeepers, laborers, supervisors and similar personnel to maintain and operate such area in accordance with the terms of this Agreement. Owner shall at all times have the sole and exclusive right and power to select, appoint, employ, direct, supervise, control, remove, discipline and discharge all persons it employs for the purpose of carrying out its obligations under this Agreement.

4.05 Rules and Regulations.

a. Owner shall have the right, but not the obligation, to establish rules and regulations governing public use of, and behavior in, the Waterfront Public Access Area, which rules and regulations shall not conflict with DPR rules and regulations (56 RCNY §1 01 et. seq.). Owner shall operate the Waterfront Public Access Area in conformity with the rules and regulations of DPR unless and until it promulgates rules and regulations of its own for use of the Waterfront Public Access Area.

b. Prior to instituting any rule or regulation or modifying any existing rule or regulation, Owner shall submit a copy of such rule or regulation or such proposed modification to DPR for approval in accordance with the notice provisions of this Agreement.

c. If DPR fails to object to a proposed rule, regulation or modification of an existing rule or regulation within thirty (30) business days of the submission of such rule, regulation or modification, DPR shall be deemed to have approved such rule, regulation or modification and the same shall, in the discretion of Owner, take effect. Notwithstanding the foregoing, if DPR subsequently reasonably objects to any such rule, regulation or modification of an existing rule as being inconsistent with the use of the Waterfront Public Access Area under DPR rules and regulations, it shall be immediately rescinded. Any such rule, regulation or modification of an existing rule shall be posted in the Waterfront Public Access Area in accordance with Section 4.07 hereof.

4.06 Illumination. During the hours in which the Waterfront Public Access Area is open, all pedestrian walkways and paths shall be illuminated from one half hour before sunset to one half hour after sunrise and such illumination shall be provided in accordance with the requirements of the Zoning Resolution and the Drawings.

4.07 Signage. Upon the Waterfront Public Access Area being open and fully accessible to the public as provided hereinabove, appropriate signage, indicating hours open to the public, accessibility to individuals with disability, the identity of the Owner and the entity responsible for maintenance shall be provided in accordance with the Zoning Resolution and as shown on the Drawings. Any signage not shown on the Drawings shall be approved in writing by Parks prior to installation of signage. Such signage shall be maintained and replaced as needed in accordance with the provisions of Section 3.05(d) of this Agreement.

V. ENFORCEMENT

5.01 Right of Inspection. During the course of construction of the WPAA, the City, acting through DPR, upon one (1) business day's prior notice, shall have a right of inspection to determine whether the WPAA is being constructed in substantial conformance with the approved WPAA Drawings as set forth in the Declaration.

5.02 Right of Access. The City, acting through DPR, in addition to any rights or remedies contained in Article 10 of the Declaration, shall have a right of access to the WPAA at all times the WPAA is open and at other times upon reasonable notice, for the purpose of inspecting the WPAA and determining Owner's compliance or noncompliance with the terms of this Agreement or for any lawful purpose. As part of the training of any private security personnel employed by Owner, such personnel shall be informed of DPR's right of access to the

WPAA pursuant to this Section 5.02, and such personnel shall be trained not to obstruct or interfere with the right of the general public to use and enjoy the WPAA in accordance with the terms and conditions of this Agreement.

5.03 Right of Access for Repairs. The Owner hereby grants the City, its agents, or its contractors, the right, after prior written notice of such intention to enter, to enter upon the WPAA upon a Maintenance Default (hereinafter defined) to perform Owner's maintenance obligation set forth in the Declaration and this Agreement until such time as Owner resumes the performance of such obligations. A "**Maintenance Default**" shall occur if Owner has failed to perform any of its maintenance obligations under the Declaration or this Agreement after notice is given in accordance with this Agreement and neither Owner nor any Mortgagee has commenced and diligently prosecuted efforts to effect a cure as provided in Section 5.04 during any applicable cure periods. The provisions of this Section 5.03 shall not be deemed to limit the access granted to DPR to the WPAA pursuant to Section 5.02 hereof.

5.04 Notice and Cure.

a. If Owner fails to perform any of its obligations under this Agreement, the Commissioner shall give Owner thirty (30) days written notice of such violation, during which period Owner shall have the opportunity to effect a cure. If the Commissioner finds that Owner has diligently commenced and diligently prosecuted efforts to effect a cure during such thirty (30) day period, then the aforesaid thirty (30) day period shall be extended for so long as Owner continues to proceed diligently with the effectuation of such cure. If the Commissioner finds that Owner is unable to commence to effect a cure of an alleged violation in the initial thirty (30) day period due to Force Majeure, then upon application by Owner, the Commissioner, in the exercise of his or her reasonable judgment and upon such conditions as he or she may deem appropriate, may allow an additional period of time in which to commence to effect a cure

b. If after due notice as set forth herein, Owner or mortgagee fails to cure a violation, the City may exercise any and all of its rights, including those delineated herein and may disapprove any amendment, modification, or cancellation of this Agreement on the sole grounds that the Owner is in default of a material obligation under this Agreement.

c. Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, this Section 5.04(c), the Commissioner may give forty-eight (48) hours' notice with respect to any default by Owner which creates an imminent hazard to life or safety or constitutes an emergency condition. Owner shall promptly, within forty-eight (48) hours, cure or commence to cure such condition in accordance with the provisions of this Agreement.

5.05 Default.

a. In the event that any alleged violation of this Agreement has not been cured within the grace period provided in Sections 5.04, DPR shall be entitled to draw down on the WPAA Maintenance Security and to apply such monies to the performance of such obligation and, subject to Sections 5.04 and 5.05 hereof, shall be entitled to any other remedy available in law or at equity, except that such remedies shall not include termination of this

Agreement. If DPR has drawn down the WPAA Maintenance Security as provided above, Owner shall within five (5) business days thereafter post a new WPAA Maintenance Security replacing the WPAA Maintenance Security drawn down by the City. Nothing set forth herein shall prevent DPR from performing any obligation of Owner not performed by Owner (after notice and a chance to cure in accordance with the provisions of this Agreement), in accordance with this Section, prior to drawing down on the WPAA Maintenance Security and then drawing down on the WPAA Maintenance Security to the extent necessary to reimburse or otherwise pay for such work. Further, nothing set forth herein shall prevent DPR from drawing down sooner on the WPAA Maintenance Security if it is proceeding under this Section 5.05(a).

b. If, upon or after Substantial Completion of the Waterfront Public Access Area, Owner fails to timely post and/or maintain the WPAA Maintenance and Access Security and such failure has not been cured within the grace periods set forth in Section 5.04(a), then, in addition to any other remedy provided herein, Owner shall be liable to the City for liquidated damages in the cash amount of $1000 per day for every calendar day or part thereof that a failure to provide the WPAA Maintenance and Access Security continues (the "**Daily Damage Rate**"), it being acknowledged by Owner that (i) said cash amount is reasonable in proportion to the probable damages likely to be sustained by DPR if Owner fails to comply with the terms of this Agreement, (ii) the amount of actual damages to be sustained by DPR in the event of such failure is incapable of precise estimation, and (iii) such payment does not constitute a penalty or punitive damages for any purposes. The liquidated damages provision of this Section 5.05(b) shall survive the termination of this Agreement.

5.06 Binding on Successors. The restrictions, covenants and agreements set forth in this Agreement shall be binding upon Owner and any successor in interest only for the period during which Owner and any successor in interest is the holder of a fee interest in or is a Party in Interest of the Subject Property and only to the extent of such fee interest or the interest rendering Owner a Party in Interest. At such time as the named Owner has no further fee interest in the Subject Property and is no longer a Party in Interest of the Subject Property, Owner's obligations and liability with respect to this Agreement shall wholly cease and terminate from and after the conveyance of Owner's interest and Owner's successors in interest in the Subject Property by acceptance of such conveyance automatically shall be deemed to assume Owner's obligations and liabilities hereunder to the extent of such successor in interest's interest.

5.07 Limitation of Liability. The City shall look solely to the interest of Owner in the Subject Property on an in rem basis only, for the collection of any judgment recovered against Owner or the enforcement of any monetary remedy based upon any breach by Owner under this Agreement, and no other property of Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of the monetary remedies of the City under or with respect to this Agreement, and Owner shall have no personal liability under this Agreement. In the event that any building in the Proposed Development is made subject to a declaration of condominium or is incorporated as a cooperative housing corporation, the obligations hereunder shall be solely those of the condominium or corporation, and shall not be applied against individual unit owners or shareholders.

5.08 Denial of Access.

a. If DPR has reason to believe that the use and enjoyment of the Waterfront Public Access Area by any member of the public has, without reasonable cause, been denied by Owner and DPR determines that such denial of access was in violation of the obligations of Owner to provide the right of public access through the Waterfront Public Access Area or to the Waterfront Public Access Area, DPR shall, in addition to such other rights as may be available to it at law or equity and as are provided under this Agreement and the Declaration, have the right to seek civil penalties at the Environmental Control Board ("ECB") for a violation relating to privately owned public space, as such penalties may be adjusted from time to time by the Environmental Control Board. Owner and Mortgagee shall not have an opportunity to cure such finding of a denial of access under Section 5.04(a) and (b).

b. If Owner fails to pay any ECB penalty imposed pursuant to Section 5.08(a) above, then the City, acting through the Commissioner, shall be entitled to draw down on the WPAA Maintenance and Access Security in the amount of such penalty up to the Access Cost. The drawdown of the Maintenance and Access Security pursuant to this Section 5.08 does not waive any other remedies the City may have to enforce public access.

VII. MISCELLANEOUS

7.01 Amendments. This Agreement may not be modified or amended except by a written instrument executed by Owner and DPR after consultation with the Chairperson.

7.02 Cancellation. This Agreement may not be canceled except by written instrument executed by Owner and DPR.

7.03 Notices. All notices, demands, requests, consents, waivers, approvals and other communications which may be or are permitted, desirable or required to be given, served or deemed to have been given or sent hereunder shall be in writing and shall be sent as follows:

If to Owner:	ZDJ Vernon LLC 60 Cutter Mill Road, Suite 405 Great Neck, NY 11021
With a copy to:	Kramer Levin Nafatlis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Attn: James P. Power, Esq.
If to DPR:	New York City Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue New York, NY 10065 Attn: Office of the General Counsel
With a copy to:	New York City Department of Parks & Recreation The Arsenal, Central Park 830 Fifth Avenue

New York, NY 10065
Attn: Deputy Commissioner for Environment and Planning

Either party may at any time change its address or add additional parties to receive a notice by mailing a notice to the other party. Each notice, demand, request, consent, approval or other communication shall be either sent by registered or certified mail, postage prepaid, overnight courier or delivered by hand, and shall be deemed sufficiently given, served or sent for all purposes hereunder five (5) business days after it shall be mailed, or, if delivered by hand, when actually received.

7.04 Governing Law. This Agreement shall be governed by and construed under and in accordance with the laws of the State of New York.

7.05 Reliance by Third Parties. No person or entity other than Owner, the City, DPR or a legal representative, successor in interest or assignee of such party shall be entitled to rely on this Agreement or the performance of Owner or the City hereunder. This Agreement is not made for the benefit of any other person or entity and no such other person or entity shall be entitled to enforce or assert any claim arising out of or in connection with this Agreement.

7.06 Indemnity. Owner shall indemnify and hold harmless the City, DPR and their respective officers, employees and agents from any and all claims, actions or judgments for loss, damage or injury, including death or personal or property damage of whatsoever kind or nature, arising from Owner's default under this Agreement, or the negligence or carelessness of Owner, its agents, servants or employees in undertaking its obligations under this Agreement unless such claims, actions or judgments arose out of the negligence, recklessness or willful acts of the City, its agents or its employees; provided, however, that should any such claim be made or action brought, Owner shall have the right to defend such claim or action with attorneys reasonably acceptable to the City. No such claim or action shall be settled without the written consent of the City, which consent shall not be unreasonably withheld. In no event shall this provision be deemed to interfere with, replace, or supersede the City's obligation to indemnify Owner pursuant to Section 62-72(b) of the Zoning Resolution.

7.07 Right to Sue.

a. Nothing contained herein shall prevent Owner from asserting any claim or action against the City arising out of the City's performance, or failure of performance as to any of the City's obligations under this Agreement or the exercise, by the City, of any of its rights under this Agreement.

b. Nothing contained herein shall prevent the City from asserting any claim or action against Owner arising out of Owner's obligations under this Agreement, or the exercise by Owner of any of its rights under this Agreement.

7.08 Approvals. Wherever in this Agreement the certification, consent or approval of Owner, the Chairperson, or the Commissioner is required or permitted to be given, it is understood that time is of the essence and such certification, consent or approval will not be unreasonably withheld or delayed. If the Chairperson or Commissioner fails to act upon a request for an approval within the time limits provided in this Agreement, or where no time

limits are provided, within a reasonable period of time, the City shall be deemed to have consented to, and will not oppose, expedited judicial review of any such failure to act.

7.09 Exhibits. The Exhibits attached hereto are incorporated into this Agreement.

7.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall be construed as and shall constitute but one and the same instrument.

VIII. INSURANCE

8.01 General Requirements. At all times after Substantial Completion of the WPAA, Owner shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements herein, in order to protect the City against claims for injury, death or property damage arising out of the public's use of the WPAA or the Voluntary Interim Upland Connection. Every five (5) years following Substantial Completion of the WPAA, and concurrent with the renewal of the WPAA Maintenance Security as set forth in Section 3.06 hereof, the amount and type of insurance required to be carried by Owner may be adjusted by such amount as is reasonable and customary, considering the extent of Owner's obligations as set forth herein.

8.02 Commercial General Liability Insurance.

(a) Owner shall maintain Commercial General Liability Insurance in the amount of at least Five Million Dollars ($5,000,000) per occurrence. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the WPAA and the Voluntary Interim Upland Connection, and such per-location aggregate shall be at least Fifteen Million Dollars ($15,000,000). This insurance shall protect the insureds from claims for property damage and/or bodily injury, including death, which may arise from any of the operations under this Agreement apart from those, if any, done exclusively by the City. Coverage shall be written on Insurance Services Office ("**ISO**") Form CG 0001 or its substantial equivalent, and shall be "occurrence" based rather than "claims-made."

(b) Such Commercial General Liability Insurance set forth in Section 8.02(a) shall name the City, together, with its officials and employees, as an additional insured with coverage at least as broad as the most recent edition of the ISO Forms CG 2026 and 2037.

8.03 Workers' Compensation, Employers Liability, and Disability Benefits Insurance. The Owner shall maintain Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance on behalf of, or with regard to, its employees involved in the Owner's operations under this Agreement, and such insurance shall comply with the laws of the State of New York. In the event the work is performed by others under contract with Owner, then Owner shall require its vendor or contractor to provide such insurance and the requisite proof thereof, as provided in Section 8.0 herein.

8.04 Business Automobile Liability Insurance.

(a) With regard to all construction, operations, and maintenance under this Agreement, Owner shall maintain or cause to maintained Business Automobile Liability Insurance in the amount of at least One Million Dollars ($1,000,000) each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned, non-owned or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA000 l.

(b) If vehicles are used for transporting hazardous material, such Business Liability insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

8.05 Flood Insurance

(a) Owner shall maintain flood insurance through the National Flood Insurance Program (NFIP) for the WPAA and the Voluntary Interim Upland Connection, their contents and supporting structures. Owner shall maintain the maximum limits available under the NFIP and assure that the City is listed as a loss payee on the NFIP insurance.

(b) In the event Owner purchases flood insurance excess to the limits available under the NFIP, Owner shall assure that the City is listed as a loss payee under all such policies.

8.06 General Requirements for Insurance Coverage and Policies.

(a) Policies of insurance under this Article shall be provided by companies that may lawfully issue such policy and have an A.M. Best rating of at least "A-" or a Standard and Poor's rating of at least "A", unless prior written approval is obtained from the Commissioner.

(b) Policies of insurance required under this Article shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

(c) There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Owner shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article, including but not limited to the defense and indemnification obligations that insurers are required to undertake in liability policies.

(d) All required policies, except Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, shall include a waiver of the right of subrogation with respect to all insureds named therein.

8.07 Proof of Insurance.

(a) Certificates of Insurance or certified copies of policies for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to issuance of a Notice of Substantial Completion authorizing any public use of the WPAA or the Voluntary Interim Upland Connection. Owner may procure modifications of the policy(ies) to reflect its completion of construction after receiving a Notice of Final Completion and its ongoing responsibility for repair and maintenance only.

(b) For Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, Owner shall submit one of the following:

(i) C-105.2 Certificate of Workers' Compensation Insurance;

(ii) U-26.3 – State Insurance Fund Certificate of Workers' Compensation Insurance;

(iii) Request for WC/DB Exemption (Form CE-200);

(iv) Equivalent or successor forms used by the New York State Workers' Compensation Board; or

(v) Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of workers' compensation coverage.

(c) For all insurance required under this Article other than Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, Owner shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (a) certify the issuance and effectiveness of all such policies of insurance, each with the specified minimum limits; and (b) be accompanied by the provision(s) or endorsement(s) in Owner's policy(ies) (including its general liability policy) by which the City has been made an additional insured, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form required by the Commissioner or certified copies of all policies referenced in such Certificate of Insurance.

(d) Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of all policies required under this Declaration. Such Certificates of Insurance shall comply with subsections (b) and (c) directly above.

(e) Acceptance or approval by the Commissioner of a Certificate of Insurance, policy, or any other matter does not waive Owner's obligation to ensure that insurance

(f) In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Article, Owner shall at all times fully cooperate with the City with regard to such potential or actual claim.

(g) Unless caused by the sole negligence or willful misconduct of the City, Owner waives all rights against the City, including its officials and employees, for any damages or losses that would be or are covered by the insurance required to be obtained under this Agreement (whether or not such insurance is actually procured) or any other insurance applicable to the operations of Owner and/or its employees, agents, or servants of its contractors or subcontractors on account of the damage or loss in question.

(h) In the event Owner requires any entity, by contract or otherwise, to procure insurance with regard to any operations under this Agreement or the Declaration and requires such entity to name Owner as an additional insured under such insurance, Owner shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as ISO Forms CG 2026 and 2037.

(i) In the event Owner receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired or been cancelled or terminated) for any reason, Owner shall immediately forward a copy of such notice to both the Commissioner at The Arsenal, Central Park, 830 Fifth Avenue, New York, New York, 10065 and the New York City Comptroller, attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, Owner shall ensure that there is no interruption in any of the insurance coverage required under this Article.

IX. CLAIMS AND ACTIONS THEREON

9.01 In the event any claim is made or any action brought in any way relating to the Agreement herein (except any claim made or action brought by Owner, or any claim or any action brought by the City or any of its agencies or instrumentalities against Owner) Owner shall diligently render to DPR and/or the City without compensation any and all assistance which DPR and/or the City may reasonably require of Owner, but such assistance shall not include payment of attorney's fees or settlement or any recovery unless Owner is obligated for such payment pursuant to other provisions in this Agreement or the Declaration.

9.02 Owner shall report to DPR and the New York City Department of Law, Chief, Torts Division in writing within ten (10) business days of the initiation by Owner, or ten (10) business days after the receipt by Owner of the summons or complaint filed against Owner, of any legal action or proceeding in connection with or relating to this Agreement.

9.03 In the event that any provision of this Agreement shall be deemed, decreed, adjudged or determined to be invalid or unlawful by any court of competent jurisdiction after all appeals are exhausted or the time for appeal has expired, such provisions shall be severable and the remainder of the Agreement shall continue to be in full force and effect.

9.04 If Owner is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Agreement or any judgment is obtained against

fully consistent with the requirements of this Article is secured and maintained, nor does it waive Owner's liability for its failure to do so.

(f) Owner shall provide the City with a complete, certified copy of any liability insurance policy required under this Article, upon request by the Commissioner or the New York City Law Department, at any time in the course of a dispute with its insurance carrier as to whether the City is entitled to coverage under such policy. Upon the Owner's receipt of the request by the Commissioner or the New York City Law Department hereunder, the Owner may delay the provision of such policy for up to forty-five (45) days after receipt thereof in order to facilitate the resolution of such dispute with its insurance carrier to the City's satisfaction. The foregoing shall not affect a party's rights under law or court order with respect to the disclosure of such policy during the course of litigation.

8.08 Miscellaneous.

(a) Owner may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, and through the use of blanket insurance programs, so long as all policies provide the scope of coverage required herein.

(b) Owner shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

(c) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, Owner shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this Agreement (including notice to Commercial General Liability insurance carriers for events relating to Owner's own employees), apart from those, if any, done exclusively by the City, as soon as practical. For any policy where the City is an additional insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." To the extent possible, such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged or lost. Owner shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

(d) Owner's failure to secure and maintain insurance in complete conformity with this Article or to comply with any of the requirements of this Article shall constitute a material breach of this Agreement and the Declaration. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

(e) Insurance coverage in the minimum amounts provided for in this Article shall not relieve Owner of any liability under this Agreement and the Declaration, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it pursuant to any other provisions of this Agreement or the Declaration or under law.

Owner from a court of competent jurisdiction in connection with this Agreement and such finding or judgment is upheld on final appeal, or the time for further review of such finding or judgment on appeal or by other proceeding has lapsed, Owner shall indemnify and hold harmless the City, DPR and DCP from and against all of its reasonable legal and administrative expenses arising out of or in connection with the enforcement of Owner's obligations under this Agreement or the enforcement of said judgment.

SIGNATURES APPEAR ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NEW YORK CITY DEPARTMENT OF PARKS & RECREATION

By:_____
Name: Jennifer Greenfeld
Title: Deputy Commissioner

ZDJ Vernon LLC

By:_____
Name:
Title:

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

On the 10th day of October '29 before me, the undersigned, personally appeared Jennifer Greenfeld, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

SEAL

SEAN MICHAEL QUEALY
Notary Public - State of New York
No. 02QU6254285
Qualified in Kings County
My Comm. Expires Jan. 17, 2018

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

_____
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

NEW YORK CITY DEPARTMENT OF PARKS & RECREATION

By:_____
Name:
Title:

ZDJ Vernon LLC

By:_____
Name: Jasper Wu
Title: Manager

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

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

_____
Notary Public

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

On the 12th day of September 2024 before me, the undersigned, personally appeared Jasper Wu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

LINGJUAN LIU
Notary Public - State of New York
No. 02LI0013303
Qualified in Queens County
My Commission Expires 09/07/2027

Notary Public _____ SEAL

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

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

Base Lot 4

ALL that certain plot, piece or parcel of land, situate, lying and being at Long Island City in the County of Queens, City of New York, known as Lot Numbers 4, 5, 6, 7, 13, 14, 15 and 16, in Block 21 "Map of Hunter Van Alst and Debevoise Farms" situate in the 1st, 2nd and 3rd Wards, Long Island, Queens County, surveyed by Peter Van Alst for the Trustees of Union College bounded and described as follows:

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 75 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard and the northerly side of 46th Avenue;

RUNNING THENCE South 75 degrees 17 minutes 05 seconds West and parallel with 46th Avenue, 100 feet;

THENCE South 14 degrees 42 minutes 55 seconds East and parallel with Vernon Boulevard, 75 feet to the northerly side of 46th Avenue;

THENCE South 75 degrees 17 minutes 05 seconds West along the northerly side of 46th Avenue, 100 feet to the easterly line of Lot 17 on the aforesaid map;

THENCE North 14 degrees 42 minutes 55 seconds West along the easterly line of Lot 17 and parallel to Vernon Boulevard, 231 feet 6 inches to the southerly line of the 11th Street Basin;

THENCE North 75 degrees 17 minutes 05 seconds East along the southerly line of the 11th Street Basin and parallel to 46th Avenue, 49 feet to the westerly line of Lot 10;

THENCE South 14 degrees 42 minutes 55 seconds East along the westerly line of Lot 10 and parallel to Vernon Boulevard, 1 foot 6 inches;

THENCE North 75 degrees 17 minutes 05 seconds East along said southerly side of Lot 10 and parallel with 46th Avenue 51 feet to the westerly side of Lot 9 on said map;

THENCE South 14 degrees 42 minutes 55 seconds East and parallel with Vernon Boulevard and along the westerly sides of Lots 9 and 8, 55 feet to the northerly side of Lot 7 on said map;

THENCE North 75 degrees 17 minutes 05 seconds East and along the northerly side of Lot 7 and parallel with the northerly side of 46th Avenue, 100 feet to the westerly side of Vernon Boulevard;

THENCE South 14 degrees 42 minutes 55 seconds East and along the westerly side of Vernon Boulevard, 100 feet to the point or place of BEGINNING.

Base Lot 8

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

BEGINNING at a point on the westerly side of Vernon Boulevard, distant 175 feet northerly from the corner formed by the intersection of the westerly side of Vernon Boulevard with the northerly side of 46th Avenue;

RUNNING THENCE northerly, along the westerly side of Vernon Boulevard, 55 feet;

THENCE westerly, and parallel with the northerly side of 46th Avenue, 100 feet;

THENCE easterly, and parallel with the northerly side of 46th Avenue, 100 feet to the westerly side of Vernon Boulevard, at the point or place of BEGINNING.

That the said premises are known as and by street address 45-34 – 45-48 Vernon Boulevard/5-43-5-51 46th Avenue, Long Island City, NY 11101, Block 26, Lot 4 (former Lots 4 and 8).

SCHEDULE B

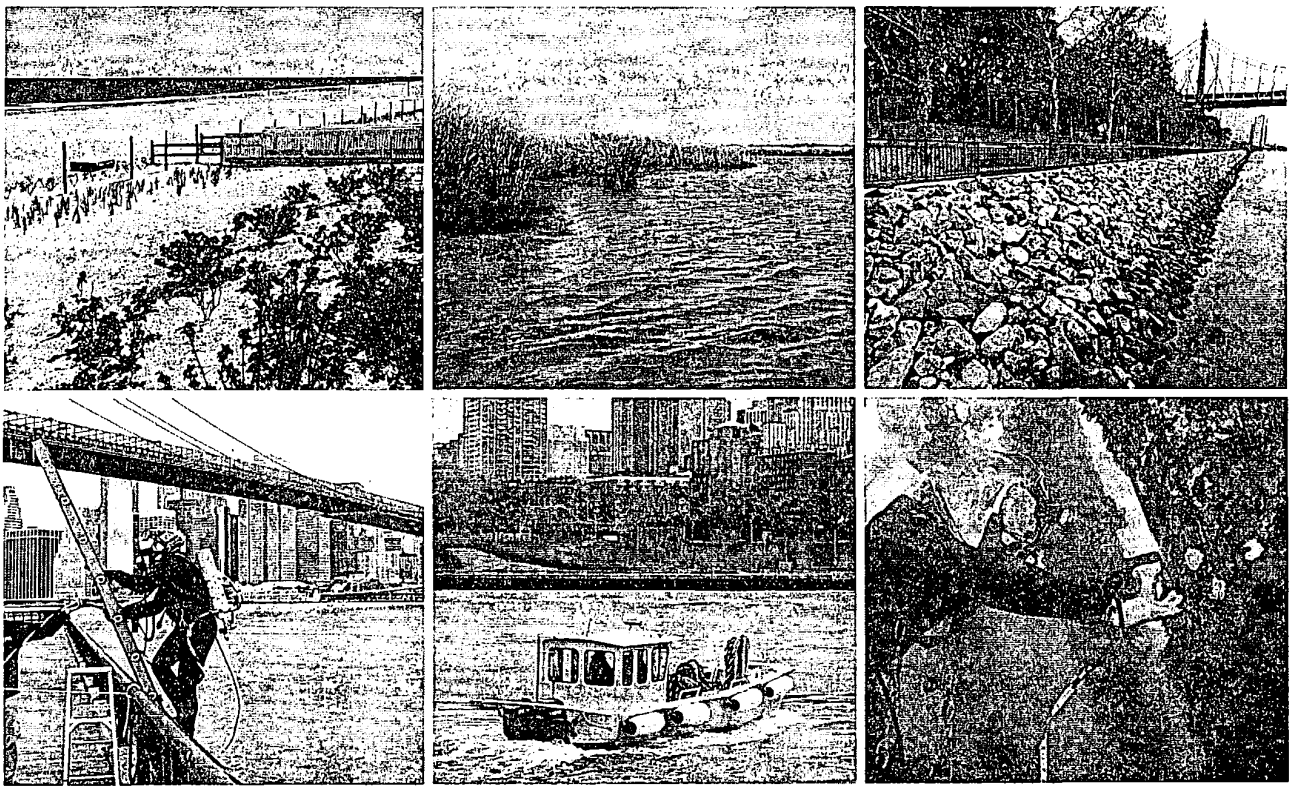
WATERFRONT FACILITIES MAINTENANCE MANAGEMENT SYSTEM INSPECTION GUIDELINES MANUAL

See Attached



Waterfront Facilities Maintenance Management System

Inspection Guidelines Manual



Prepared by CH2M. May 2016

NYCEDC
New York City Economic Development Corporation

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
WATERFRONT FACILITIES MAINTENANCE MANAGEMENT SYSTEM

INSPECTION GUIDELINES MANUAL

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1. INTRODUCTION

1.1 BACKGROUND, PURPOSE, AND OBJECTIVES

This NYC Waterfront Inspection Guideline Manual (Manual) has been prepared to provide a single comprehensive set of guidelines for the City for the inspection, assessment and monitoring of waterfront structures, shorelines, and wetlands. These guidelines can be used by all City agencies and their consultants that work on the City's waterfront, but has been specifically prepared for the New York City Economic Development Corporation's (EDC) "Waterfront Facilities Maintenance Management System" (WFMMS). The WFMMS consists of inspection criteria, reporting methods, and software to develop, track, and maintain capital budgets for all waterfront assets.

The comments and examples provided in this manual are the result of many years of experience involving inspections of hundreds of waterfront facilities. In addition, the descriptions, ratings, and assessments are based on standards currently used or under development by the American Society of Civil Engineers (ASCE), the United States Navy (US Navy), Port Authority of New York and New Jersey, US Army Corps of Engineer (USACE), and the New York City Department of Parks and Recreation (DPR).

1.2 SCOPE AND LIMITATIONS

The WFMMS uses the following types of inspections to track the condition of the City's waterfront facilities:

- Baseline Inspection
- Routine Level Inspection
- Rapid Level Inspection
- Design Level Inspection
- Construction Inspection
- Post-Construction Inspection
- Post-Event Inspection
- Engineering Investigation

This manual presents the definition and purpose for each type of inspection. In addition, the manual provides guidelines for when each type of inspection should be performed, along with an overview of the scope of work for each inspection.

1.3 ELEMENTS OF THE WFMMS

The WFMMS consists of two major elements as follows:

Inspection Guidelines. The inspection guidelines set the standards for all consultants performing inspections of city assets to follow when conducting inspections of waterfront facilities which encompasses traditional hard structures as well as soft structures such as shorelines and wetlands. The guidelines describe the overall management system for inspecting, rating, and reporting the condition of waterfront facilities and presenting the data in a form compatible with the management database. Following these guidelines will result in a consistent set of fit for purpose inspection reports that use standard terminology for conditions and recommendations, standard analytical methods, and standard cost estimating procedures where applicable.

Application. The WFMMS application is a web-based SQL database system that utilizes GIS to track inspection results and to provide information needed to determine the required remedial actions, develop long term capital budgets, and analyze inspection and capital budget data. This application will be accessible to consultants performing the inspections and will serve as a depository of information for all waterfront assets.

1.4 ORGANIZATION OF MANUAL

This Manual is organized to present all required information in a logical sequence and contains specific requirements for hard structures, shorelines, and wetlands. The Manual has been divided into the following sections:

- Section 2 describes the general inspection program standards, including the WFMMS application requirements, quality control checks, personnel qualifications, preparation for field surveys, and the types of inspections that can be performed
- Section 3 outlines the inspection requirements for hard structures, including the scope of inspections, inspection types, defect definitions for different types of materials, condition assessment ratings, and recommendations
- Section 4 outlines the inspection requirements for shorelines, including the scope of inspections, components of a shoreline inspection, inspection types, condition assessment ratings, and recommendations
- Section 5 outlines the inspection requirements for wetlands, including the scope of inspections, components of a wetland inspection, inspection types, condition assessment ratings, and recommendations

- Section 6 describes the documentation and reporting requirements for each of the inspection types
- Section 7 outlines the general requirements for the implementation of an inspection program
- In Appendix A, checklists for inspection of various types of waterfront structures commonly found in the City are given. Appendix B provides a glossary. In Appendix C, examples of text, figure, and photograph page layouts are given, and writing styles are discussed. Appendix D provides guidance on the corrosion rates for steel components. Appendix E provides sample calculations and Appendix F further describes the functions of wetlands. Appendix G lists the references used in the development of this Manual.

2. GENERAL INSPECTION PROGRAM STANDARDS

2.1 OVERVIEW AND FLOW OF ACTIVITIES

The following events, shown in the flowchart on Figure 2-1, illustrate a typical scenario to show how this manual and the application will work together:

- The application will be accessed to determine the inspection schedule of the facilities. If a facility is to be inspected, a request for proposal for the inspection will typically be sent out to consultants. In the request, the type of inspection to be performed, the scope of work, the use of the facility to be inspected, and access to the previous inspection report, if available, will be provided.

- Provided the prior inspection supplies sufficient information, the consultant(s) will prepare a proposal. If sufficient information is not available or a prior inspection has not been done, a site visit may be necessary to allow the consultant(s) to clarify the scope of work and estimate time and costs for the inspection. Upon approval of the proposal, the selected consultant will begin preparing for the inspection.

- The consultant will perform the inspection adhering to guidelines set forth in this manual. During the inspection, if conditions are found that warrant loading restrictions or pose a hazard, the property owner/manager would be notified and access to the affected areas of the facility would be restricted and/or other remedial action undertaken.

- After the inspection, the consultant will prepare the appropriate deliverable in accordance with the guidelines in Section 6 of this manual. The consultant will upload the report electronically and also input the findings and recommendations into the WFMMS application using the provided user login information.

The submitted report and findings entered into the application will then be used to determine remedial actions to be taken, develop long-term capital budgets, and analyze inspection and capital budget data.

The WFMMS application can be accessed at: www.nycedc.com/wfmms

A screenshot of the WFMMS application is shown on Figure 2-2. The consultant will be provided with the necessary login information to access previous reports and findings for the facility.

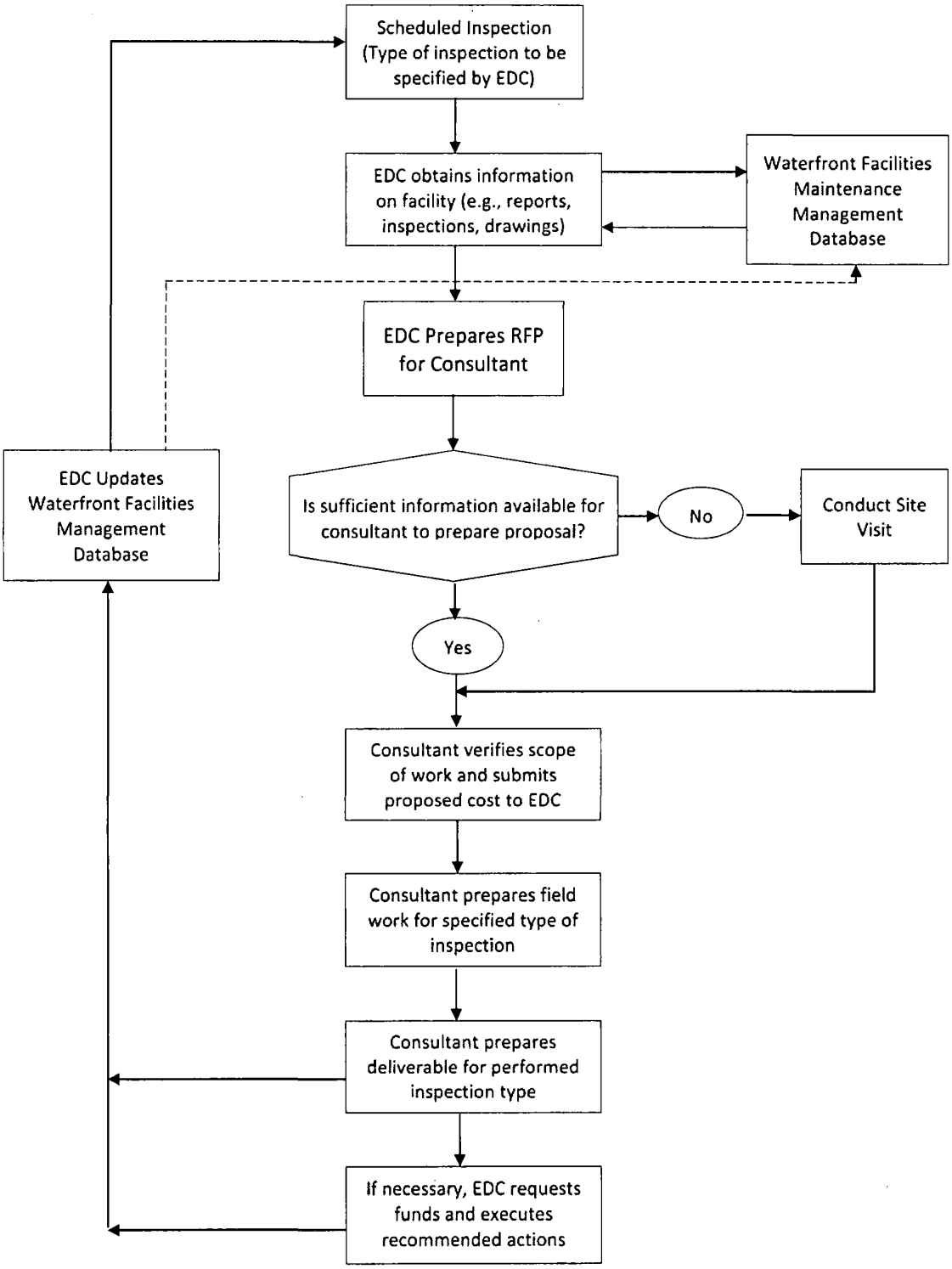


FIGURE 2-1. FLOW OF INSPECTION

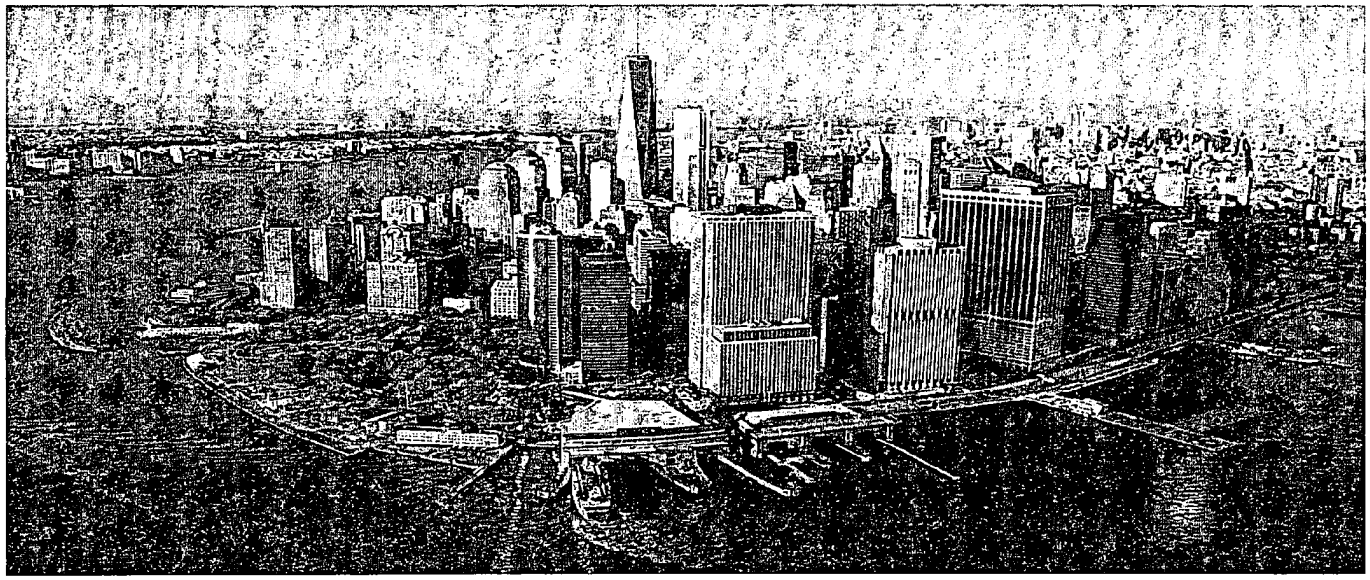


FIGURE 2-2. SCREENSHOT OF WFMMS APPLICATION

2.2 WFMMS DATABASE REQUIREMENTS

2.2.1 Structure Addressing and Boundaries

There are four levels of identification used in the WFMSS – site, facility, system, and component. They have been established to facilitate the input of information into the WFMMS. Two examples of a facility breakdown are presented on Figures 2-3 and 2-4.

Some facilities entered into the WFMMS have not been previously inspected using the guidelines contained in this Manual. As a result, the facility has not been separated into its various levels. Therefore, the consultant shall divide the facility according to the definitions provided in this manual, and submit the proposed breakdown in the proposal prior to or during the inspection depending on the complexity of the facility. The definitions of the various levels are presented in the following subsections.

(A) SITE

The site is the highest level in the WFMMS. The site may group a number of facilities together in a definable unit based on use and distinct property boundaries. If a site consists of only one facility, the site and the facility are identical.

(B) FACILITY

A facility may be a pier, wharf, marina, shoreline, wetland, or any of a number of major items which, taken together, comprise a site. Typically the facility will be defined based on ownership or responsibility. Upon completion of the inspection, the facility shall be assigned an overall condition assessment rating as defined in Sections 3.3, 4.3, or 5.3.

(C) SYSTEM

Each facility within a site is divided into systems. A list of the system types included in the WFMMS is provided in Table 2-1. The boundaries of a system are determined primarily by structural considerations or logical inspection units. Each structural configuration change or change in construction material at the facility requires a separate system designation. Upon completion of the inspection, each system shall be assigned an overall condition assessment rating as defined in Sections 3.3, 4.3, or 5.3. For instance, if the facility is a stretch of beach, the system types that comprise it may include a sandy shoreline, groyne, and high-level deck platform (boardwalk). Each of these system types will then be further divided into components. Typically, each system will be given a name or identified differently from the system types included in the WFMMS. For instance, the system may be referred to as "Pier 4", but the system type associated with the pier would be "high-level platform."

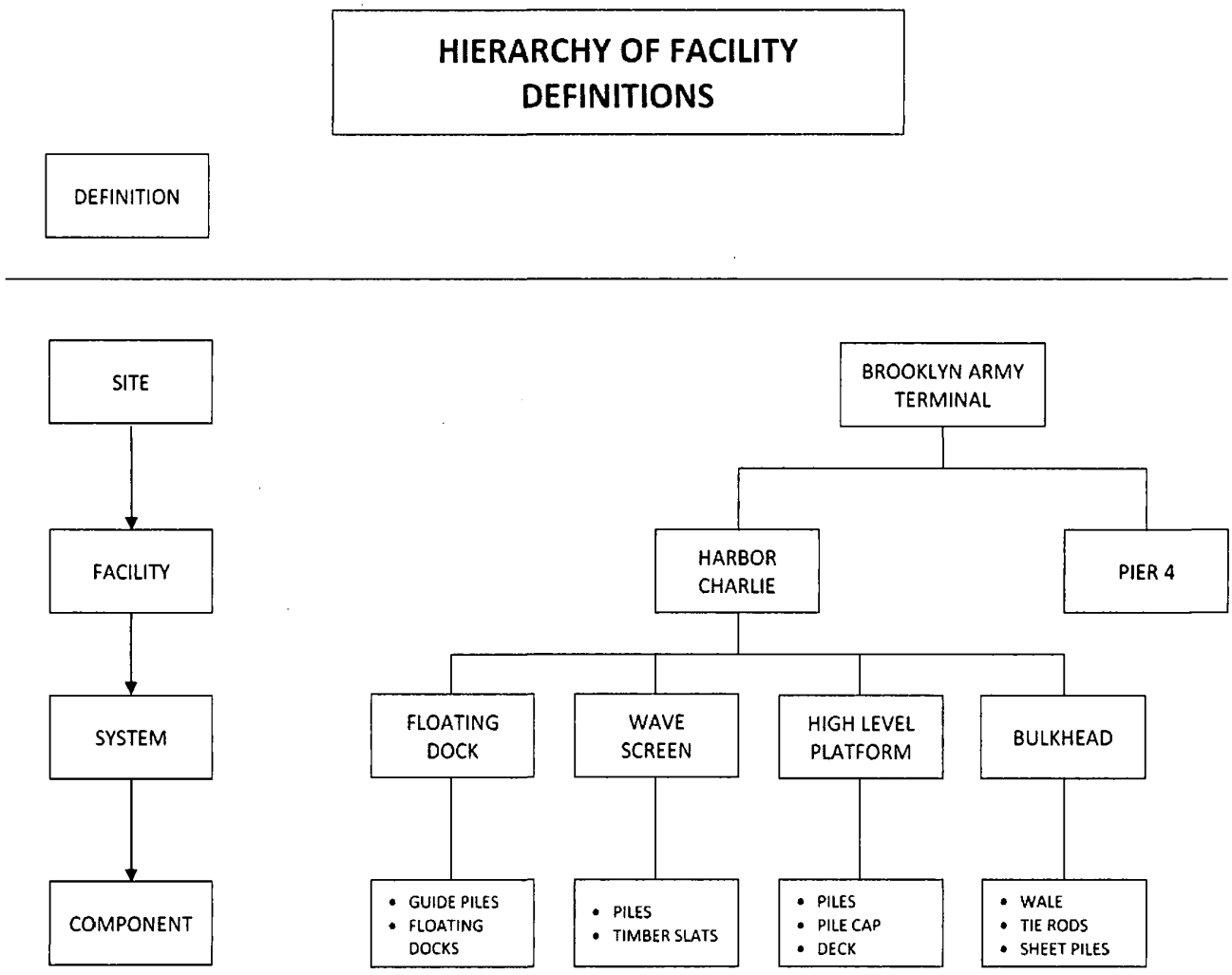


FIGURE 2-3. EXAMPLE FACILITY BREAKDOWN (SIMPLE)

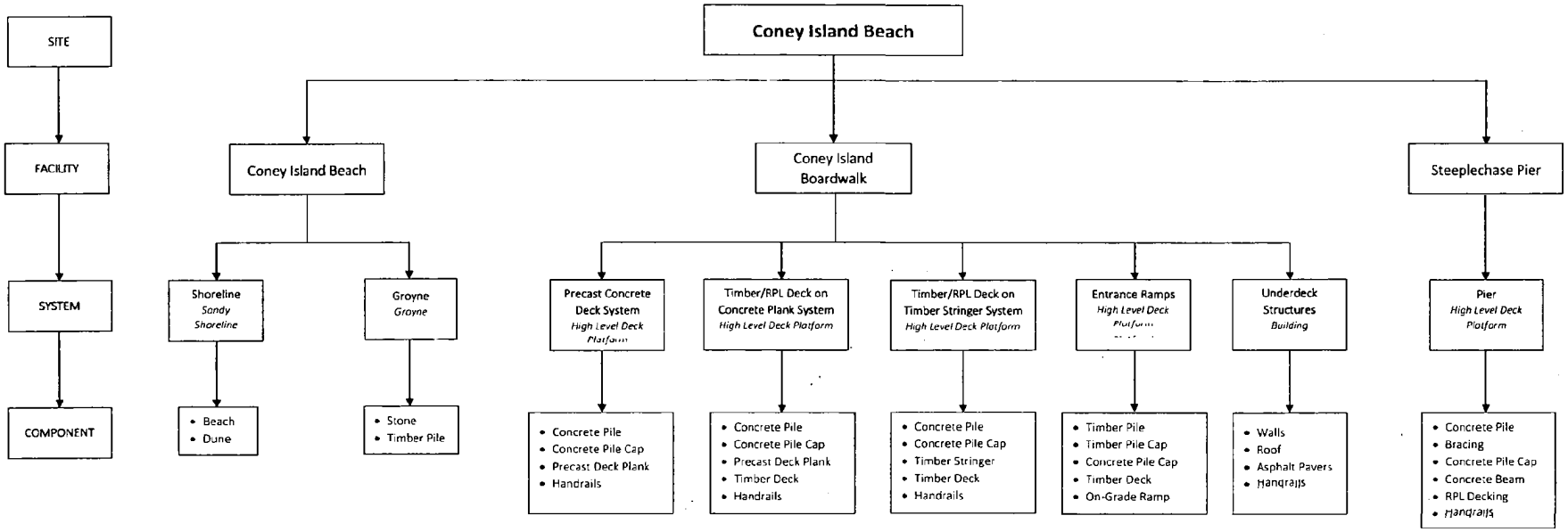


FIGURE 2-4. EXAMPLE FACILITY BREAKDOWN (COMPLEX)

(D) COMPONENT

For hard structures, a component is defined as an individual structural member, the collection of which makes up the system. Components may include piles, pile caps, decks, floats, barges, gangways, etc. Upon completion of the inspection, each component shall be assigned an overall condition assessment rating as defined in Section 3.3. In addition to assigning an overall condition assessment rating, during the inspection each individual component shall also be rated individually using the appropriate damage grade, as defined in Section 3.1.3 for material elements.

For shorelines, typical components may include beaches or dunes. Upon completion of the inspection, each component shall be assigned an overall condition assessment rating as defined in Section 4.3.

For wetlands, typical components may include one of the following: the wetland shoreline, tidal creeks and pools, marsh vegetation and habitat. Upon completion of the inspection, each component inspected shall be assigned an overall condition assessment rating as defined in Section 5.3.

2.2.2 System Types and Materials

The City's waterfront is generally comprised of hard structures, shorelines, wetlands, or a combination of these. In the WFMMS, each waterfront facility is assigned one or more applicable system types contained in Table 2-1.

TABLE 2-1
LIST OF SYSTEM TYPES IN THE WFMMS DATABASE

Hard Structures		Shorelines	Wetlands
Bulkhead	Pile Field	Sandy Shoreline	Spartina Dominated
Building	Boat Ramp	Unclassified Shoreline	Phragmites Dominated
Steel Sheet Pile Cell	Revetment	Marine Forest	Scrub/Shrub/Wooded
Cribbing	Wave Screen		Manmade Wetland
Dolphin	Bridge Pier		
Floating Docks	Ferry Landing		
Floating Barge	Combined Sewer Outfall		
Fender Rack	Outfall		
Gravity Retaining Wall	Vent Structure		
Groyne			
High-Level Deck Platform			
Low-Level Deck Platform			
Pile Supported Barge			

The majority of hard structures that comprise the City's waterfront facilities are either bulkhead or pile-supported piers/wharves. Structures such as bulkheads are typically constructed with either timber, stone/granite blocks, concrete, or steel/composite sheet piles. The piers and wharves can be further grouped into low-level relieving platforms or high-level platforms, both of which are supported by either timber, steel, or concrete piles. The platform structures are typically constructed of concrete or timber.

Shorelines are typically categorized as either sandy, unclassified, or marine forests.

Wetlands along the City's waterfront are either dominated by *Spartina* species, *Phragmites* (giant reed), or characterized by shrubs, scrub or wooded swamps dominated by trees. Manmade category could include stormwater treatment wetlands or mitigation wetlands.

2.3 QUALITY CONTROL

It is important to ensure that quality and consistency are incorporated into all correspondence and deliverables prepared by the consultant performing the inspections. It is the responsibility of the Team Leader (Project Engineer) to ensure that the proper guidelines for drawings, reports, submission requirements, and other technical items are established and followed. Qualifications for the Team Leader are described in Section 2.4.1(B). The following list identifies some of the quality control checks that shall be applied to all inspection reports:

- Table of contents is correct
- Site, Location, and Facility plans are clear and correct
- Facility hierarchy breakdown has been provided and condition assessment ratings have been assigned to every facility, system, and component
- Recommended repairs are appropriate
- All repairs are indicated on the appropriate drawing correctly with the correct symbols and color designation (cross reference between write-up and drawings)
- The number of repairs and the type of repairs are stated consistently throughout the report.
- All photograph captions, figures, and drawings are correct (cross reference with write-up)
- All photographs, tables, and figures referred to in the text are properly referenced
- All calculations have been checked and signed by a qualified reviewer

- Prior to submittal, the report shall be checked in detail by the Project Manager and, subsequent to the incorporation of comments, by a principal of the company.

2.4 PREPARING FOR THE INSPECTION

The first step for the preparation of an inspection is to assemble a qualified team. Once a qualified team is assembled, the preparation for the inspection includes three principal activities: Information Gathering, Planning, and Equipment Gathering. The minimum qualifications for the inspection team and the highlights of these inspection preparation activities are described below.

2.4.1 Personnel and Qualifications

The inspection of waterfront facilities, including underwater inspection and the inspection of shorelines and wetlands, is very specialized, and should only be carried out by personnel with the experience and expertise required to successfully complete the work.

For hard structures, beyond experience in inspecting marine structures, the consulting firm performing the inspection should have proven experience in the design and rehabilitation of marine structures similar to those being inspected. Additional experience in cost estimating and supervising the construction and repair of marine structures is also required. The consulting team performing the underwater inspections must have commercial diving capabilities and must include personnel who can analyze the structure and prepare the inspection reports. This capability leads to a more efficient and accurate inspection project in that the engineers performing the inspection have a first-hand knowledge of the inspected structures and there is no loss of understanding of critical information due to inefficient communication. Diving will be performed in accordance with the requirements of the federal commercial diving standards of the Occupational Safety and Health Administration (OSHA) (29 CFR Part 1910) and shall at minimum include a three-person dive team utilizing a three-part umbilical with continuous hard-wire communications and other commercial dive gear. Use of scuba diving equipment which does not permit hard-wire communication between the diver and topside for the inspection shall not be permitted. At a minimum, the dive team shall include a diver, tender, and team leader. Each member of the dive team shall be capable of diving in the case of an emergency and have the ability to inspect and assess conditions.

For shorelines, the consulting firm performing the inspection should have proven experience in the monitoring of shorelines, the design of shoreline protection structures, and possess a good understanding of coastal processes. Additional experience in cost estimating and supervising the construction and repair of beaches is also required. The consulting team performing the shoreline inspection must have coastal engineering capabilities with personnel who can analyze and interpret the collected data and prepare the inspection reports.

For wetlands, the consulting firm performing the inspection should have proven experience with the assessment of tidal wetlands functions including an understanding of the various stressors that impact different wetland types, native and invasive flora of the Mid-Atlantic region wetlands, and their soil properties. Additional experience in cost estimating and supervising the restoration of wetlands is also required.

In general, the consultant performing the inspection should not be actively involved in directly performing waterfront construction work in the New York area. It is important that an unbiased firm, which will not benefit from overstating damage or finding additional quantities of repair work, carries out the inspection.

The consulting team performing inspections should, at minimum, include members with the project roles in Table 2-2. The project roles are defined below. Additional specialized roles may be required depending on the inspection's objectives, requirements, and data collection techniques.

TABLE 2-2
PROJECT ROLES REQUIRED FOR INSPECTIONS

Team Member	Facility Type		
	Hard Structures	Shorelines	Wetlands
Project Manager	X	X	X
Team Leader	X	X	X
Diving Inspector / Engineer-Diver	X		
Inspector	X	X	X
Coastal Engineer		X	
Wetland Scientist			X
Surveyor*	X	X	X

* The surveyor shall be part of the consulting team as required by the type of inspection.

(A) PROJECT MANAGER

The inspection team should be staffed by qualified professionals in the marine engineering field, under the direct supervision of the Project Manager. The Project Manager shall be a registered/licensed Professional Engineer in the State of New York, specializing in civil, structural, environmental, or coastal engineering with at least ten years of experience in a responsible capacity in the inspection, design, and construction of waterfront facilities.

If inspections include wetlands, the Project Manager shall also have a functional understanding of coastal wetland ecology and wetland regulations.

(B) TEAM LEADER (PROJECT ENGINEER)

The Team Leader shall be a registered/licensed Professional Engineer, specializing in civil, structural, environmental, or coastal engineering, with at least three years of experience in a responsible capacity in the inspection or design of the system being inspected.

If the inspection work includes underwater inspection, the Team Leader should also be a certified diver with commercial training, and should perform a minimum of 25% of the diving inspection work.

If the inspection work includes wetlands, the Team Leader should have a minimum of 3 years of experience with wetland monitoring, wetland delineations or in the assessment of wetland functions. The Team Leader should be a wetland ecologist or have a degree in a related field of expertise.

The Team Leader shall be at the site for the duration of the field inspection, and shall personally direct the inspection team to assure that each component is properly inspected and its condition is properly documented. When unusual structural problems or details are encountered, the Team Leader shall personally observe and evaluate the situation, and where applicable, seek assistance from subject matter experts.

(C) DIVING INSPECTORS, INCLUDING ENGINEER-DIVERS

Divers shall be certified, preferably with commercial training, and shall have experience diving in low visibility, high currents, and areas with limited space. At a minimum, the divers should hold a certification from a recognized training organization such as the Association of Diving Contractors International (ADCI) or International Marine Contractors Association (IMCA), and should have a minimum of two years of in-water diving experience being employed under conditions similar to the inspection site. The divers should have documented experience and/or training to make determinations of the condition of materials, retrieve samples, perform non-destructive testing, and take underwater photographs and measurements.

(D) INSPECTORS

Engineers or technicians with at least 12 months of experience and a working knowledge of timber, steel, and concrete waterfront construction. If the inspection includes wetlands, a working knowledge of marsh vegetation, specifically of salt marsh plants found in the North Atlantic region, wetland hydrology and soils is also required.

(E) COASTAL ENGINEER

Coastal engineers shall have a degree in coastal or ocean engineering, or related field, with at least 12 months of experience and a working knowledge of coastal processes and beach

monitoring/profiling. The coastal engineer may not be at the site for the duration of the field inspection, however, should be part of the consulting team to assure that the inspection team is properly documenting conditions and support the Team Leader in the development of the inspection report.

(F) WETLAND SCIENTIST

Wetland scientists shall have a degree in ecology or related field, with at least 12 months of experience with wetland monitoring, or wetland delineations as well as a working knowledge of coastal wetlands functions. The wetland scientist may not be at the site for the duration of the field inspection, however, should be part of the consulting team to assure that the inspection team is properly documenting conditions and to support the Team Leader in the development of the inspection report.

(G) SURVEYOR

The lead surveyor shall be a registered/licensed land surveyor in the State of New York with at least 3 years of experience and a working knowledge of the surveying equipment and technique being employed as part of the inspection. For hydrographic surveys, the lead surveyor shall be an American Congress on Surveying and Mapping (ACSM) Certified Hydrographer.

2.4.2 Information Gathering

In preparing for an inspection, consultants should gather and familiarize themselves with drawings, previous inspection reports or repair data, and inspection forms, worksheets, and sketches of the structure to be inspected. Prior to the start of the inspection, the property owner or manager will provide the consultant with a list of all known records of the structure to be inspected. This information will be obtained from the WFMMS application and may include previous inspection reports as well as design or as-built drawings for repairs or new construction. These documents are useful regardless of the type of inspection, and are described below.

(A) DRAWINGS OF THE STRUCTURE TO BE INSPECTED

The most useful drawings are the plans and the typical cross sections indicating the basic element types and their arrangement. The original "As-Built" drawings should be used when available. It is important to verify that the drawings contain up-to-date information, as many waterfront structures have undergone significant modifications, which may not be reflected on any drawings.

(B) PREVIOUS INSPECTION REPORTS OR REPAIR DATA

In order to identify trends in the deterioration of structures and to identify if rehabilitation has been carried out, it is necessary to refer to previous inspection findings. For shorelines, previous inspection reports containing shoreline profiles will help determine whether the shoreline is

undergoing accretion or erosion and serve as a basis for comparison. Similarly for wetlands, previous inspection reports will help identify trends in the health of the wetland and serve as a basis for comparison.

(C) PUBLICALLY AVAILABLE DATA

Publically available data such as digital terrain models, bathymetry, and satellite imagery provides both useful current and historic data that may be used to identify trends in shoreline movement. GIS data compiled by local, state, and federal agencies contains extensive data on wetland habitats, inventories, vegetation, etc. which may help in the planning of wetland inspections. The consultant selected for the inspection shall perform an online search of publically available data to support the inspection effort and report development.

2.4.3 Planning

For the successful execution of all inspections, the inspector must carefully review the available drawings, reports, and publically available data. Conditions such as space constraints, tides, operating vessels, navigational constraints, season, and site accessibility place a number of constraints on the execution of the inspection. For wetlands, the inspector also should review available aerial photographs or satellite imagery.

Tide tables should be reviewed during the planning stage to determine the optimal time for an inspection. In most cases, inspections should be planned around low tides, i.e., ideally with the low tide level in the middle of the inspection day.

Inspections should be scheduled to avoid conflicts with operations at a berth. A berthed vessel may substantially reduce the amount of available light, and may hinder access. In addition, working near a berthed ship may be dangerous especially when divers are in the water.

When planning re-inspections of shorelines and wetlands, they should be performed, to the extent possible, at the same month or, at least, during the same season as the previous inspection. This will help make the comparison of inspection results more useful and minimize differences that may result from seasonal effects.

For all inspections, a site-specific Safety Plan shall be prepared by the consultant and submitted for approval prior to the start of any field work. In addition, the consultant shall coordinate with and obtain all the necessary approvals and/or permits from the relevant agencies to gain access to the facility being inspected.

2.4.4 Equipment Gathering

Underwater inspections, topographic and bathymetric surveys, aerial photography, and environmental and hydrodynamic condition monitoring require a substantial amount of specialized equipment. For the purpose of this manual we have not focused on defining all of the potential tools available to the consultant. The ASCE Manual on Waterfront Facilities Inspection and Assessment provides a general overview of some of the available tools and shall be referenced by the consultant as appropriate. Most inspections can be performed using conventional tools and equipment. These are described below.

(A) EQUIPMENT SELECTION

Inspections require a variety of tools to clean and measure structural elements. Several of the most widely used materials, tools, and instruments for inspections are listed below:

- Geological (inspection) hammer
- Hand light
- Wire brush
- Folding ruler
- Measuring tape
- Lead line
- Survey rod
- Pile caliper
- Spray paint
- Crack width gage/scale
- Ultrasonic thickness (UT) meter
- Awl/Ice pick

For wetland inspections the following additional equipment are required:

- GPS (with sub-meter accuracy)
- Plant field guide
- Refractometer (Salinity meter)
- 1-m^2 quadrant
- Waders
- Sharpshooter shovel

(B) CONDITION DOCUMENTATION

All documentation, photographic equipment, and office supplies should be kept in a watertight box. The contents of the box should generally include:

- Drawings, sketches, standard inspection forms, reference drawings, and a notebook (for preparing supplemental sketches and recording additional information, if necessary)
- Clipboard
- Calculator
- Tide tables
- Pencils and erasers
- Digital camera (with a minimum resolution of 12 megapixels, GPS tracking, and ability to record video)
- Notebook computers or tablets should be used to the fullest extent possible for the direct entry of field data.

(C) PHOTOGRAPHIC EQUIPMENT

The most convenient camera for above water work is one that is small, automatic, shock/weatherproof, and equipped with a wide-angle lens. Underwater photographs should be taken with an underwater digital camera. A clearwater box should be used for taking underwater photographs through turbid water.

Above water photography is required for all inspection types, and underwater photography should be used whenever possible. Digital cameras should be used to obtain electronic format photographs which should be tracked with GPS coordinates and high-definition video, where appropriate. Video documentation should be obtained to better illustrate anomalous conditions described in the inspection report.

2.4.5 Field Survey

A suitable scheme shall be devised for designating individual piles and other structural members. The consultant shall use the pile numbering/designation systems on existing "as-built" drawings, where available, or on previous reports. Usually a combination of numbers and letters is used. The inspection can be conducted bent-by-bent, or element type-by-element type, although a bent-by-bent inspection is generally more efficient. Where discrete elements or bents are not available to guide the inspection, such as along stretches of bulkhead, revetment, or shoreline, the facility should be stationed at a minimum of 100 ft intervals starting from one end of the facility to the other. Discrete markers should be used for stationing to help facilitate the inspection. For wetlands, the location of

stations is determined in accordance with the July 2013 Natural Areas Conservancy Salt Marsh Assessment Protocol (NACSMA) protocol and is described in Section 5.

For hard structures, using Section 3 as an assessment guide, the locations and types of defects should be recorded using the appropriate assessment terms, and a damage grade should be assigned to each above and underwater element.

For shorelines and wetlands, Sections 4 and 5, respectively, provide guidelines on how to perform the condition assessments.

2.5 TYPES OF INSPECTIONS

The WFMMS defines eight types of inspections. These inspections have been developed to address specific purposes and common project objectives. The eight types of inspections used in the WFMMS are:

- Baseline Inspection
- Routine Level Inspection
- Rapid Level Inspection
- Design Level Inspection
- Construction Inspection
- Post-Construction Inspection
- Post-Event Inspection
- Engineering Investigation

A typical flow and context of inspection activities associated with each inspection type is shown on Figure 2-5. Figure 2-5 represents a typical flow of inspection activities and may be tailored to suit specific project objectives as needed. Combining inspection types may be necessary or advantageous in some cases to avoid duplication of effort and to minimize mobilization costs.

Table 2-3 summarizes the general purpose of each inspection type in the program. The following sections further define the scope of each inspection type based on the type of waterfront facility being inspected.

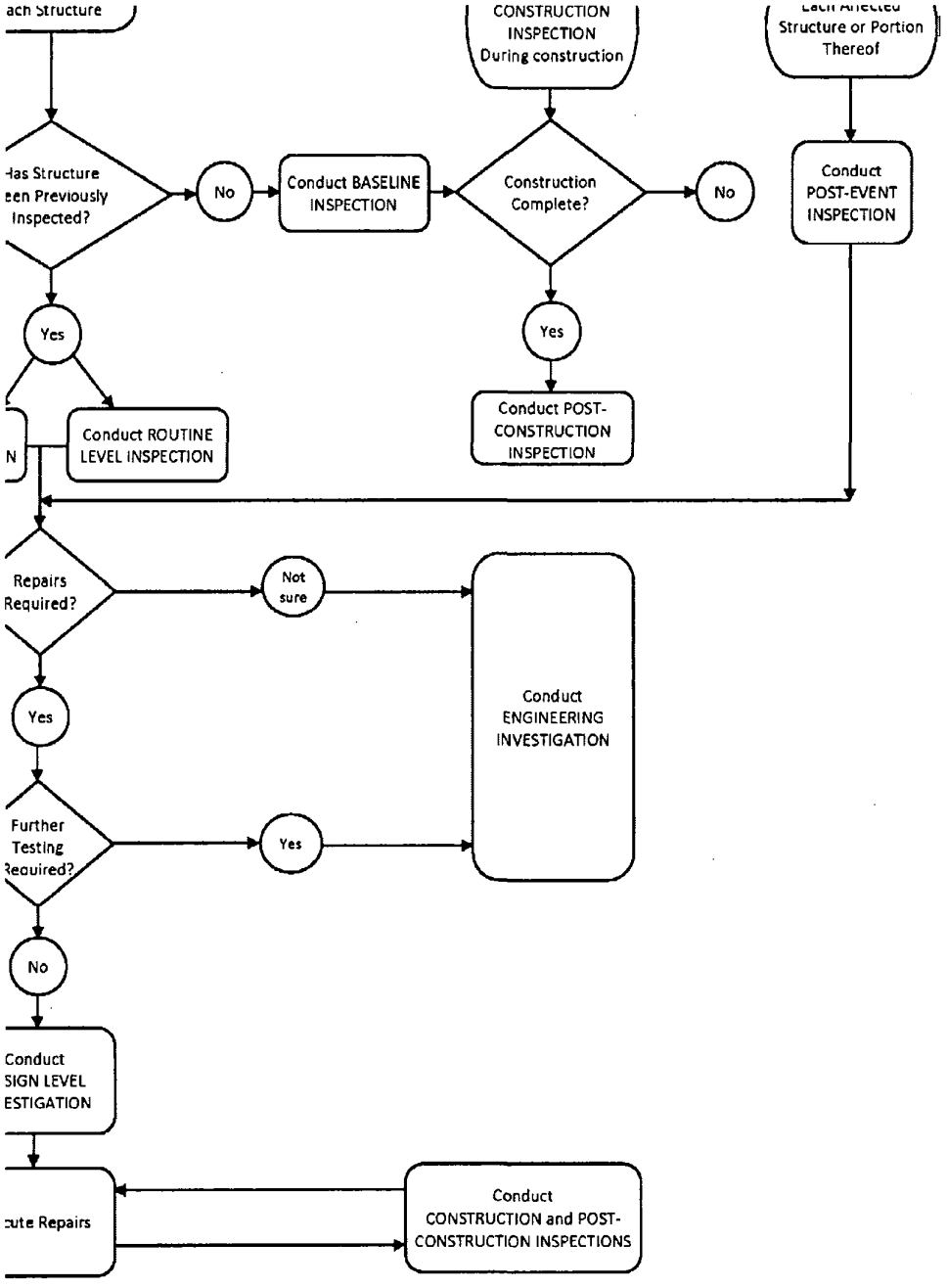


FIGURE 2-5. FLOW OF INSPECTION TYPES

TABLE 2-3
SUMMARY OF INSPECTION TYPES

Inspection Type	Purpose of Inspection
Baseline Inspection	To assess the general overall condition of the facility, develop an asset inventory for the facility, verify that the facility was built according to available design drawings, assign condition assessment ratings, estimate service life, and assign recommended actions with associated order-of-magnitude cost estimates wherever applicable. Baseline Inspections are undertaken for facilities that have never been inspected or require an asset inventory.
Routine Level Inspection	To assess the general overall condition of the facility, update the asset inventory for the facility, assign condition assessment ratings, estimate service life, and assign recommended actions with associated order-of-magnitude cost estimates wherever applicable. Routine Level Inspections are undertaken on a cyclical basis as part of a regular maintenance program for the facility.
Rapid Level Inspection	To make a quick general assessment of the condition of the facility, assign condition assessment ratings, and assign recommended actions with associated order-of-magnitude cost estimates wherever applicable. An asset inventory and estimate of remaining service life are not required for a Rapid Level Inspection. Rapid Level Inspections may be undertaken as part of a regular maintenance program for the facility or to address emergency or immediate issues not attributed to a specific event.
Design Level Inspection	To collect relevant information and data required for the preparation of design drawings and specifications. Design Level Inspections should be conducted with as little interval as practicable between the inspection and the start of construction.
Construction Inspection	To ensure that the ongoing construction quality is acceptable and in accordance with the design plans and specifications.
Post-Construction Inspection	To ensure that the completed construction quality is acceptable and in accordance with the design plans and specifications. In addition to ensuring proper construction quality, the purpose of the post-construction inspection is to develop an asset inventory (if one doesn't already exist) to serve as a baseline for future maintenance activities and to update the recommendations of the most recent Routine Inspection.
Post-Event Inspection	To be performed after a significant and potentially damaging event such as an earthquake, storm, vessel impact, flooding, fire, etc. The purpose of the inspection is to rapidly assess the condition of the system and to determine whether additional attention is required as a result of the event.
Engineering Investigation	To perform detailed testing, analysis, or investigation of a system in order to understand the nature and/or extent of the deterioration, and/or evaluate its capacity to perform its intended function.

3. HARD STRUCTURES INSPECTION REQUIREMENTS

3.1 GENERAL

3.1.1 Scope of Hard Structure Inspections

This section of the manual applies to the inspection of hard structures along the waterfront. This includes structures such as piers, wharves, bulkheads, revetments, floating docks, groynes, wave screens, etc. which are included in the WFMMS's list of systems. For a full list of hard structure system types included in the WFMMS see Table 2-1.

3.1.2 Standard Component Inspection Levels

The following are the definitions of standard levels of examination effort that apply to individual inspected components. The procedures prescribed for most inspection types are commonly a combination of at least two of these levels. The terms Level I, Level II, and Level III are based on the American Society of Civil Engineers (ASCE) Waterfront Facilities Inspection and Assessment Manual and are referred to frequently in the Scope of Work. They are summarized in Table 3-1, and are defined as follows. Further guidance on the level of inspection effort, including recommended sampling size and methodology, for above and underwater inspections of steel, concrete, and masonry components is provided in Table 3-2.

(A) LEVEL I - GENERAL EXAMINATION

Level I examination is essentially a "swim-by" overview, which does not involve cleaning of any structural components, and can therefore be conducted much more rapidly than the other levels of examination. The Level I examination should confirm as-built structural plans and detect obvious major damage or deterioration due to overstress (ship impact, ice), severe corrosion, or extensive biological growth and attack.

The underwater inspector shall rely primarily on visual and/or tactile observations (depending on water clarity) to make condition assessments. These observations are normally made over the total exterior surface area of the underwater structure (bulkhead, seawall, platform, etc.). The inspector should also confirm the continuity of the full length of all members and system components and detect undermining or exposure of normally buried elements.

(B) LEVEL II - DETAILED EXAMINATION

Level II examination is directed toward detecting and identifying damaged/deteriorated areas that may be hidden by biofouling organisms or surface deterioration. At this level, a limited amount of measurements may be made. This data should be sufficient to assess the relative condition of the facility and permit estimates of its load capacity.

Level II examinations will often require cleaning of structural components. Since cleaning is time consuming, it is generally restricted to areas that are critical (such as connections, attachment points, or welds) or which may be representative of the entire structure. The amount and thoroughness of cleaning to be performed is governed by what is necessary to discern the general condition of the overall facility. Methods of cleaning may include hand scrapers or mechanical systems such as high-pressure water blasters. For piles, a 1 ft. high band around the perimeter of the pile should be cleaned at designated locations, generally near the low waterline, near the mudline, and midway between the low waterline and the mudline. On large solid faced components such as retaining structures, 1 ft by 1 ft areas should be cleaned at three levels.

All defects found on the component are quantified and measured in detail. This includes following cracks up or down a pile, or measuring the full extent of spalling on a concrete component.

Simple instruments such as calipers, measuring scales, and ice picks are commonly used to take simple dimensional measurements. However, a small percentage of more accurate detailed measurements may also be taken using more sophisticated instruments. These will validate large numbers of simple measurements, and in some hard-to-measure areas will actually be easier and faster to obtain. Where the visual scrutiny, cleaning, and/or simple measurements reveal extensive deterioration, a small sampling of detailed measurements will enable gross estimates to be made regarding the structure's integrity.

(C) LEVEL III - HIGHLY DETAILED EXAMINATION

Level III examination will often require the use of non-destructive testing (NDT) techniques, but may also require the use of partially destructive techniques such as sample coring through concrete and timber structures, physical material sampling and off-site testing, or in-situ surface hardness testing. The purpose of this type of evaluation is to detect hidden or interior damage, loss in cross-sectional area, and to evaluate material properties. A Level III examination will usually require prior cleaning. The use of NDT techniques are generally limited to key structural areas, areas that may be suspect, or structural elements which may be representative of the underwater structure.

TABLE 3-1
SUMMARY OF INSPECTION LEVELS

Level	Purpose	Detectable Defects				
		Pile Wrap	Steel	Concrete	Wood	Composite
I	General visual /tactile inspection to confirm *as-built conditions* and detect severe damage.	Missing wrap Large tears in wrap	Extensive corrosion Corrosion holes Severe mechanical damage Broken piles	Major spalling and cracking Severe reinforcement corrosion Broken piles	Major loss of cross-section Broken piles, caps, decking, stringers, and bracings Severe abrasion or marine borer attack	Permanent deformation Major cracking or mechanical damage Broken piles
II	Detect surface defects normally obscured by marine growth	Poor fit of wrap to pile Tears and cuts	Moderate mechanical damage Major corrosion pitting Coating loss	Surface cracking and spalling Corrosion staining Exposed reinforcing steel and/or prestressing strands	External pile damage due to marine borers Splintered, split, or cracked piles Loss of bolts and fasteners Early signs of marine borer and insect infestation	Cracking Delamination Material degradation
III	Detect hidden damage or collect more detailed information	Corrosion of steel pile beneath wrap External and/or pile damage due to marine borers beneath wrap Dissolved oxygen level in entrained water Loss of bolts and fasteners	Thickness of material Electrical potentials for cathodic protection Thickness of coating	Location of reinforcing steel Beginning of corrosion of reinforcing steel Internal voids / delamination Change in material strength	Internal damage due to marine borers (internal voids) Decrease in material strength	N/A

Note: The term "defect" is defined as any anomaly in the shape or internal structure of an element and/or material(s) which adversely affects its functional capacity or service life.

TABLE 3-2
LEVELS OF INSPECTION EFFORT

Element	Level I		Level II		Level III	
	Sample Size[a]	Method	Sample Size[a]	Method	Sample Size[a]	Method
Topside and Above Water Inspections						
Steel Elements[b, c]						
Piles (≤24in. dia.)	100%	Visual/Tactile	As necessary	Visual: Removal of corrosion to observe parent metal and pitting size	As necessary	Remaining thickness measurement
Large or Solid-Faced Elements/Piles (>24 in. dia:)[d]	100%	Visual/Tactile	As necessary	Visual: Removal of corrosion to observe parent metal and pitting size	As necessary	Remaining thickness measurement
Concrete Elements[c]						
Piles (≤24in. dia.)	100%	Visual/Tactile	As necessary	Visual/Auditory: Sounding	As necessary	Electrical potential measurements, corrosion mapping, coring
Large or Solid-Faced Elements/Piles (>24 in. dia:)[d]	100%	Visual/Tactile	As necessary	Visual/Auditory: Sounding	As necessary	Electrical potential measurements, corrosion mapping, coring
Timber Elements[c]						
Piles	100%	Visual/Tactile	As necessary	Visual/Auditory: Sounding and Probing	As necessary	Drilling, coring
Large or Solid-Faced Elements [d]	100%	Visual/Tactile	As necessary	Visual/Auditory: Sounding and Probing	As necessary	Drilling, coring
Masonry						
Pilasters (≤24 in. per side)	100%	Visual/Tactile	As necessary	Visual/ Probing: Sampling of joint material	As necessary	Coring
Large or Solid-faced Elements (>24 in. per side)[d]	100%	Visual/Tactile	As necessary	Visual/ Probing: Sampling of joint material	As necessary	Coring
Underwater Inspections						
Steel Elements[b,c]						
Piles (≤24 in. dia.)	100%	Visual/Tactile	10%	Visual: Removal of marine growth in three elevation bands	5%	Remaining thickness measurement, electrical potential measurements, corrosion profiling as necessary
Large or Solid-faced Elements/ Piles (>24 in: dia:)[d]	100%	Visual/Tactile	Every 100 lin ft (LF)/ Quarter Points	Visual: Removal of marine growth in 1 sq ft area at three elevations	Every 200 LF/5%	Remaining thickness measurement, electrical potential measurements, corrosion profiling as necessary

Element	Level I		Level II		Level III	
	Sample Size[a]	Method	Sample Size[a]	Method	Sample Size[a]	Method
Concrete Elements[c]						
Piles (≤24in. dia.)	100%	Visual/Tactile	10%	Visual: Removal of marine growth in three elevation bands	0%	N/A
Large or Solid-Faced Elements/ Piles (>24 in. dia:)[d]	100%	Visual/Tactile	Every 100 LF/Quarter Points	Visual: Removal of marine growth in 1 sq ft areas at three elevations	0%	N/A
Timber Elements[c]						
Piles	100%	Visual/Tactile	10%	Visual: Removal of marine growth on three bands Measurement: Remaining diameter	5%	Internal marine borer infestation evaluation
Large or Solid-Faced Elements[d]	100%	Visual/Tactile	Every 50 LF	Visual: Removal of marine growth in 1 sq ft area at three elevations	Every 100 LF	Internal marine borer infestation evaluation
Masonry						
Pilasters (≤24 in. per side)	100%	Visual/Tactile	10%	Visual: Removal of marine growth in three elevation bands	0%	N/A
Large or Solid-faced Elements (>24 in. per side)[d]	100%	Visual/Tactile	Every 100 LF/Quarter Points	Visual: Removal of marine growth in 1 sq ft area at three elevations	0%	N/A

[a]The minimum inspection sample size for small structures shall include at least two components of each underwater component type.

[b]Coated elements: Inspect the element with the coating intact.

[c]Jacketed or encased elements: Visually inspect the jackets and encasements for deterioration. Inspect the base element to the extent possible.

[d]Large, solid-faced elements may include bulkheads, retaining walls, dam fascia, tunnel/pipeline walls, piers, gates, tank walls, caissons, piles greater than 24 in. in diameter, etc.

3.1.3 Material Elements Assessment Terms and Damage Grades

The results of the facility inspection must be documented clearly, concisely, and efficiently using commonly understood terminology. The use of standardized terminology and data recording forms can simplify and expedite the recording process in the field and facilitate the reporting of observed conditions in the field. However, the use of common terminology must be clearly defined, both in the field with the inspection team and in the text of the report. To the extent possible and wherever applicable, the terminology contained in Appendix C of this manual shall be used in the report.

The most useful information for an engineering analysis is strictly quantitative. For example, timber pile load calculations should be based on true remaining cross-sectional area. However, this type of data can be time consuming to obtain in the field. It would be cost prohibitive, for example to physically measure the remaining cross sectional area of each pile supporting a timber pier. Thus, during the Routine Inspection, a damage grade should be assigned to each structural element inspected. These ratings should be based on remaining structural capacity and must be clearly defined for the team conducting the inspection. During Level II and Level III efforts of inspection, a damage grade shall be assigned and measurements of critical dimensions and defects should be made for each structural element. Comparing the damage grades with the measured data will provide a verification of the definitions for ratings.

Examples of assessment terms and damage grades to be used during inspections of different material types are provided in the following subsections. These terms are provided as a guide, and additional terms may be used as appropriate for the structure inspected. The sample figures provided in this section of the Manual show cross-sections of piles, however, these are meant to be representative only and the described damage grades are applicable for various components of each presented material type.

(A) STEEL MEMBERS

The damage grades for steel components are described in Table 3-3 with samples presented on Figure 3-1. The following is a list of the most common structural deficiencies affecting steel members:

a. Corrosion

- Minor (or Light) - A light surface corrosion with no apparent loss of section.
- Moderate - Corrosion that is loose and flaking with some pitting. The scaling or exfoliation can be removed with some effort by use of a scraper or chipping hammer. The element exhibits measurable but not significant loss of section.

- Severe - Heavy, stratified corrosion or corrosion scales with extensive pitting. Removal requires exerted effort and may require mechanical means. Significant loss of section.

b. Impacted Corrosion - Corrosion collected between two interfacing surfaces, usually two steel plates. Impacted corrosion can be minor, moderate, or severe as described above. Impacted corrosion can severely deform the steel members due to the expansive nature of the corrosion product.

c. Pitting - Formation of cavities due to corrosion. Minor, moderate, and severe pitting categories are used based upon depth and density of cavities.

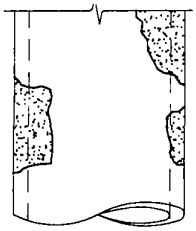
TABLE 3-3
DAMAGE GRADES FOR STEEL COMPONENTS

Damage Grade	Existing Damage(1)	Defects Indicating Higher Damage Grade(s)
Not Inspected	• Not inspected, inaccessible or passed by	
No Damage	• Protective coating intact • No apparent loss of material	
Minor	• Less than 50 percent of perimeter or circumference affected by corrosion at any elevation or cross section • Loss of thickness up to 15 percent of nominal at any location	Minor damage not appropriate if: • Changes in straight line configuration or local buckling • Corrosion loss exceeding fabrication tolerances (at any location)
Moderate	• Over 50 percent of perimeter or circumference affected by corrosion at any elevation or cross section • Loss of thickness 15 to 30 percent of nominal at any location	Moderate damage not appropriate if: • Changes in straight line configuration or local buckling • Loss of thickness exceeding 30 percent of nominal at any location
Advanced	• Partial loss of flange edges or visible reduction of wall thickness on pipe piles • Loss of nominal thickness 30 to 50 percent at any location	Advanced damage not appropriate if: • Changes in straight line configuration or local buckling • Perforations or loss of wall thickness exceeding 50 percent of nominal
Severe	• Structural bends or buckling, breakage and displacement at supports, loose or lost connections • Loss of wall thickness exceeding 50 percent of nominal at any location	

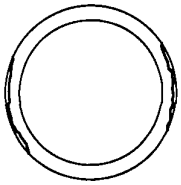
(1) Any defect listed below is sufficient to identify relevant damage grade.

Steel components are typically coated or galvanized for corrosion protection. The extent of remaining coating on the steel member, if any, shall also be described when assigning a damage grade.

MINOR

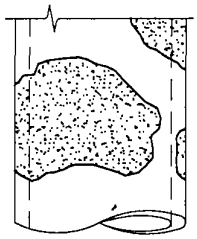


LESS THAN 50 PERCENT OF CIRCUMFERENCE AFFECTED BY CORROSION

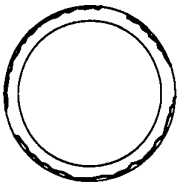


LOSS OF THICKNESS UP TO 15 PERCENT AT ANY LOCATION

MODERATE

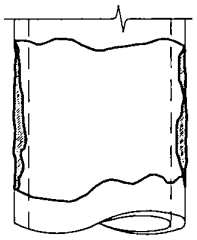


OVER 50 PERCENT OF CIRCUMFERENCE AFFECTED BY CORROSION

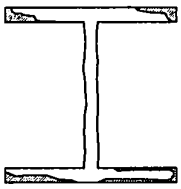


LOSS OF THICKNESS 15 TO 30 PERCENT AT ANY LOCATION

ADVANCED

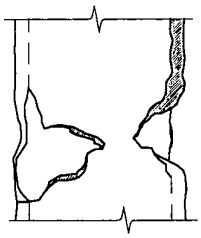


VISIBLE REDUCTION OF WALL THICKNESS

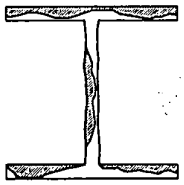


LOSS OF THICKNESS 30 TO 50 PERCENT AT ANY LOCATION, PARTIAL LOSS OF FLANGES

SEVERE



STRUCTURAL BENDS OR BUCKLING; LOOSE OR LOST CONNECTIONS



PERFORATIONS AND LOSS OF THICKNESS EXEEDING 50 PERCENT AT ANY LOCATION

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
INSPECTION GUIDELINES MANUAL
DAMAGE GRADES FOR
STEEL COMPONENTS

FIGURE 3–1

(B) CONCRETE MEMBERS

The damage grades for regular and prestressed concrete components are described in Tables 3-4 and 3-5, respectively. In addition, Figures 3-2 and 3-3 present examples of marine concrete deterioration. The following is a list of the most common structural defects affecting concrete members:

a. Cracking - A separation into two or more parts as identified by the space between fracture surfaces in the concrete.
   - Hairline - Crack width less than 1/32 in.
   - Fine - Crack width between 1/32 in. and 1/16 in.
   - Medium - Crack width between 1/16 in. and 1/8 in.
   - Wide - Crack width greater than 1/8 in.

The above definitions for cracks can be modified, depending upon the type of structural element. Cracking should also be classified by type. Three primary types of cracking include overstressing, corrosion, and general cracking. An overstressing crack results from external loads which cause high internal stresses that exceed the strength of the concrete member. Corrosion cracks are the result of the expansion of chemical products generated by the corrosion of the steel reinforcement. General cracks typically include shrinkage, thermal and chemical reaction cracks caused by the expansion of concrete, which occurs during chemical reaction between concrete constituents or these constituents and the environment. Common chemical reactions include alkali-silica (ASR), alkali-carbonate (ASC), and sulfate reactions. These reactions are further described in Appendix B of this manual. The cause and structural consequences of the various types of cracking are important and should be discussed in the inspection report.

b. Efflorescence - A white deposit caused by crystallization of soluble salts brought to the surface by moisture leaching through the concrete
c. Delamination - A layered separation of the concrete. When a delaminated area of concrete is struck (sounded) with a hammer, a hollow sound will be emitted.
d. Leaching - The dissolution and washing away of the calcium hydroxide in concrete. Moisture enters the concrete through cracks open to the surface.
e. Spall - A roughly circular, oval, or elongated depression in the surface of a concrete element caused by separation of a portion of the surface concrete.
   - Small (Pop-out) - Less than 6 in. in diameter and 1 in. deep.
   - Medium - Between 6 in. and 12 in. in diameter and up to 2 in. deep.

- Large - Over 12 in. in diameter and any depth.

f. Scaling (or Erosion) - the gradual loss of surface mortar and aggregates.
   - Light Scaling - Loss of surface mortar up to 1/4 in. deep.
   - Medium Scaling - Loss of surface mortar between 1/4 in. and 1/2 in. deep, including loss between large aggregate.
   - Heavy Scaling - Loss of mortar greater than 1/2 in. deep significantly exposing large aggregate.

g. Hollow Area - An area of concrete that emits a hollow sound when struck with a hammer, indicating the existence of a fracture plane beneath the surface.

h. Honeycomb - Typically small pocket voids formed by the entrapment of air during the placement of the concrete.

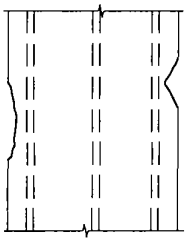
TABLE 3-4
DAMAGE GRADES FOR CONCRETE COMPONENTS

Damage Grade	Existing Damage[1]	Defects Indicating Higher Damage Grade(s)
Not Inspected	• Not inspected, inaccessible or passed by	
No Damage	• Good original surface, hard material, sound	
Minor	• Mechanical abrasion or impact dents up to 1 in. • General cracks up to 1/16 in. in width • Occasional corrosion stains or small pop-out corrosion spalls	Minor damage not appropriate if: • Structural damage • Corrosion cracks • Chemical deterioration[2]
Moderate	• Structural cracks up to 1/16 in. in width • Corrosion cracks up to 1/4 in. in width • *Chemical deterioration[2]: Random cracks up to 1/16 in.; "Soft" concrete and rounding of corners up to 1 in. deep*	Moderate damage not appropriate if: • Structural breakage and/or spalls • *Exposed reinforcement* • Loss of cross section due to chemical deterioration beyond "rounding of corner edges"
Advanced	• Structural cracks 1/16 in. to 1/4 in. in width and partial breakages (structural spalls) • Corrosion cracks wider than 1/4 in. and open spalls (excluding pop-outs) • Multiple cracking and disintegration of surface layer due to chemical deterioration	Advanced damage not appropriate if: • Loss of cross section exceeding 30 percent due to any cause
Severe	• Structural cracks wider than 1/4 in. or complete breakage. Loss of bearing and displacement at connections • Complete loss of concrete cover due to corrosion of reinforcing steel with over 30 percent of diameter loss for any main reinforcing bar • Loss of concrete cover (exposed steel) due to chemical deterioration • Loss of over 30 percent of cross section due to any causes described above	

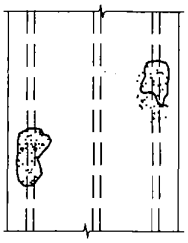
(1) Any defect listed below is sufficient to identify relevant damage grade.

(2) Chemical Deterioration: Sulfate attack, alkali-silica reaction or ettringite distress.

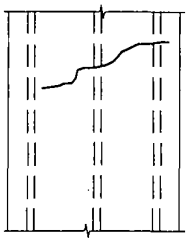
MINOR



ABRASION OR DENTS UP TO 1 IN. DEEP

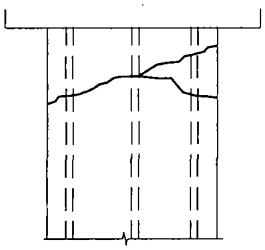


OCCASIONAL CORROSION STAINS

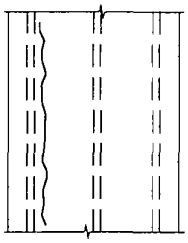


GENERAL CRACKS UP TO 1/16 IN.

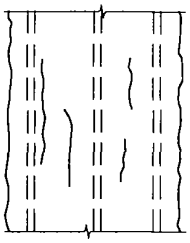
MODERATE



STRUCTURAL CRACKS UP TO 1/16 IN.

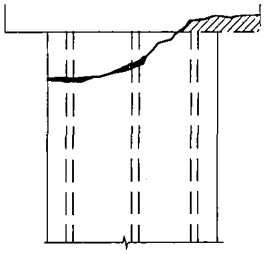


CORROSION CRACKS UP TO 1/4 IN.

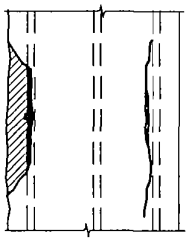


CHEMICAL DETERIORATION CRACKS UP TO 1/16 IN.; ROUNDING OF CORNERS

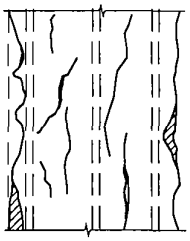
ADVANCED



STRUCTURAL CRACKS 1/4 IN. AND PARTIAL BREAKAGE

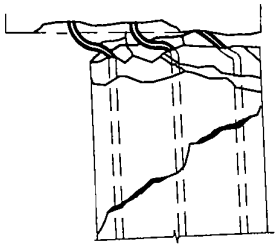


CORROSION CRACKS WIDER THAN 1/4 IN. AND OPEN OR CLOSED SPALLS

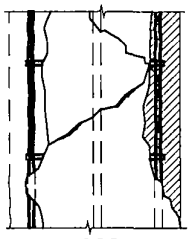


MULTIPLE CRACKS AND DISINTEGRATION DUE TO CHEMICAL DETERIORATION

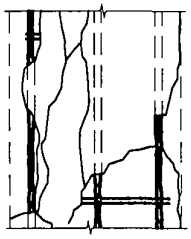
SEVERE



STRUCTURAL CRACKS WIDER THAN 1/4 IN. AND COMPLETE BREAKAGE



COMPLETE LOSS OF CONCRETE COVER DUE TO CORROSION OF REINFORCING STEEL



LOSS OF CONCRETE COVER (EXPOSED STEEL) DUE TO CHEMICAL DETERIORATION

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ECONOMIC DEVELOPMENT CORPORATION
INSPECTION GUIDELINES MANUAL
DAMAGE GRADES FOR
CONCRETE COMPONENTS

FIGURE 3–2

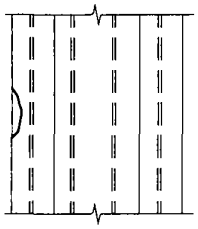
TABLE 3-5
DAMAGE GRADES FOR PRESTRESSED CONCRETE COMPONENTS

Damage Grade	Existing Damage[1]	Defects Indicating Higher Damage Grade(s)
Not Inspected	• Not inspected, inaccessible or passed by	
No Damage	• Good original surface, hard material, sound	
Minor	• Minor mechanical or impact spalls up to 0.5 in. deep	Minor damage not appropriate if: • Structural damage • Corrosion damage • Chemical deterioration[2] • Cracks of any type or size
Moderate	• Structural cracks up to 1/32 in. in width • Chemical deterioration: random cracks up to 1/32 in. in width	Moderate damage not appropriate if: • Structural breakage and/ or spalls • Corrosion cracks • Loss of cross section in any form • "Softening" of concrete
Advanced	• Structural cracks 1/32 in. to 1/8 in. in width • Any corrosion cracks generated by strands or cables • Chemical deterioration: cracks wider than 1/16 in. "Softening" or concrete up to 1 in. deep	Advanced deterioration not appropriate if: • Exposed prestressing steel
Severe	• Structural cracks wider than 1/8 in. and at least partial breakage or loss of bearing • Corrosion spalls over any prestressing steel • Partial spalling and loss of cross section due to chemical deterioration	

(1) Any defect listed below is sufficient to identify relevant damage grade.

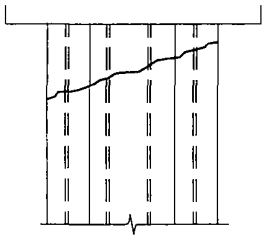
(2) Chemical Deterioration: Sulfate attack, alkali-silica reaction or ettringite distress.

MINOR

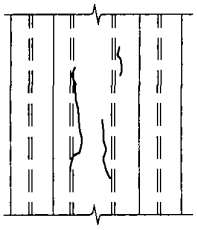


MINOR MECHANICAL OR IMPACT SPALL UP TO 0.5 IN. DEEP

MODERATE

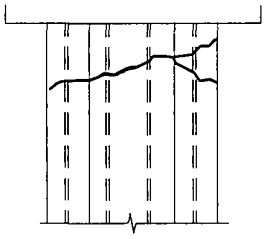


STRUCTURAL CRACKS UP TO 1/32 IN.

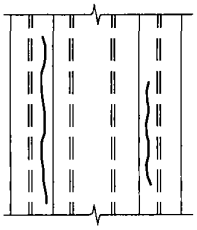


RANDOM CHEMICAL DETERIORATION CRACKS UP TO 1/32 IN.

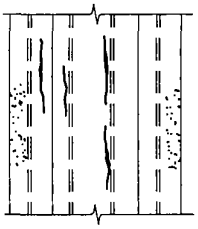
ADVANCED



STRUCTURAL CRACKS 1/32 IN. TO 1/8 IN.

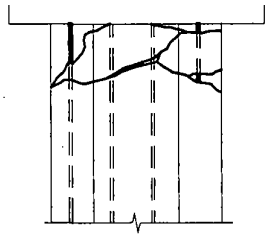


CORROSION CRACKS GENERATED BY STRANDS

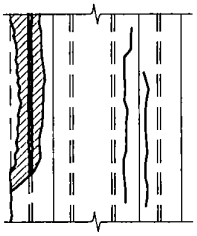


CHEMICAL DETERIORATION CRACKS WIDER THAN 1/8 IN.; "SOFTENING" 1 IN. DEEP

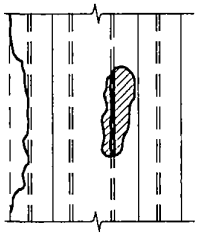
SEVERE



STRUCTURAL CRACKS WIDER THAN 1/8 IN. AND AT LEAST PARTIAL BREAKAGE



CORROSION SPALLS OVER ANY PRESTRESSING STEEL



PARTIAL SPALLING AND LOSS OF CROSS SECTION DUE TO CHEMICAL DETERIORATION

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
INSPECTION GUIDELINES MANUAL

DAMAGE GRADES FOR PRESTRESSED CONCRETE COMPONENTS

FIGURE 3–3

(C) TIMBER MEMBERS

The damage grades for timber components are described in Table 3-6 with samples presented on Figure 3-4. The following is a list of the most common structural deficiencies affecting timber elements:

a. Marine Borer Attack
   - Limnoria - Commonly referred to as wood gribbles, these crustaceans are tiny wood eaters that attack the timber from the outside, continually reducing the diameter of a timber pile. Severe attack will result in an hourglass shape to the pile.
   - Teredo - Commonly referred to as shipworms, these mollusks burrow minute holes into the timber and attack from within. Severe attack will result in a hollowing of the pile, leaving just the outer shell, and may go undetected. Teredo leave a white calcified trail that may be exposed by exterior timber deterioration.

b. Fungal Rot - A breakdown of the cellular structure of the timber by fungi, evident by discoloration and softening of the wood. Advanced fungal attack will cause destruction of the wood cells and will cause the timber to easily break apart when struck with a hammer. Fungi require air to survive, thus fungal rot only occurs above water.

c. Checking - Vertical cracking of the timber surface due to drying and shrinking. Minor checking is generally acceptable in standard timber design. However, excessive checking may be problematic. Checking may create an opening for marine borers to access the untreated interior of a pile.

d. Overloading - Overstressing of the timber element by continuous or impact loads in excess of their ultimate capacity. Typically evident by severe vertical cracks in the timber that cross the grain, breakage of the timber, or bulging of the timber with splitting of the wood fibers.

e. Peeling - Delamination of the outer surface of the timber with minor separation of the outer wood fibers. Depending on the severity, peeling may allow marine borers access to the interior of the timber.

f. Abrasion - Reduction of the timber surface due to continual rubbing by debris, ice, or suspended particulates in the water. When combined with Limnoria attack, abrasion may rapidly reduce the cross-sectional area of piles.

g. Connecting Hardware Corrosion - Pins and bolts connecting timber members are subject to corrosion and may provide the weak link in a structure if they fail.

h. Broken - Member mechanically damaged so that it is no longer able to effectively transmit load.

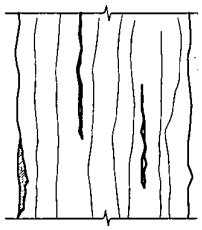
i. Split - Longitudinal cracking that completely penetrates a member. Additionally, holes left in the timber due to missing hardware provide openings for marine borers to access the untreated interior of the timber.

TABLE 3-6
DAMAGE GRADES FOR TIMBER COMPONENTS

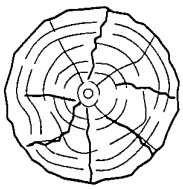
Damage Grade	Existing Damage[1]	Defects Indicating Higher Damage Grade(s)
Not Inspected	• Not inspected, inaccessible or passed by	
No Defects	• Sound surface material	
Minor	• Checks, splits and gouges less than 0.5 in. wide	Minor damage not appropriate if: • Loss of cross section • Marine borer infestation • Displacements, loss of bearing or connections
Moderate	• Checks and splits wider than 0.5 in. • Remaining diameter loss up to 15 percent • Cross section area loss up to 25 percent. Corroded hardware. • Evidence of infestation by marine borers	Moderate damage not appropriate if: • Displacements, loss of bearing or connections
Advanced	• Checks and splits through full depth of cross section • Remaining diameter loss 15 to 30 percent • Cross section area loss 25 to 50 percent. Heavily corroded hardware. • Displacement and misalignments at connections	Advanced damage not appropriate if: • Partial or complete breakage
Severe	• Remaining diameter reduced by more than 30 percent • Cross section area loss more than 50 percent • Loss of connections and/ or fully non-bearing condition • Partial or complete breakage	

(1) Any defect listed below is sufficient to identify relevant damage grade.

MINOR

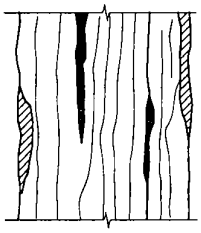


MINOR CHECKS, SPLITS AND GOUGES LESS THAN 0.5 IN. WIDE

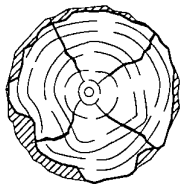


MINOR CHECKS, SPLITS AND GOUGES LESS THAN 0.5 IN. WIDE

MODERATE

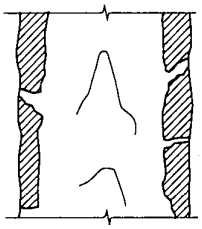


CHECKS AND SPLITS WIDER THAN 0.5 IN.

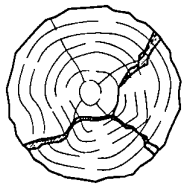


CROSS SECTION LOSS UP TO 25 PERCENT. EVIDENCE OF INFESTATION BY MARINE BORERS

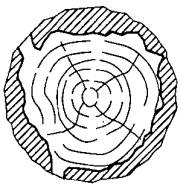
ADVANCED



LOSS OF UP TO 30 PERCENT OF DIAMETER DUE TO ROT OR MARINE BORER ACTIVITY

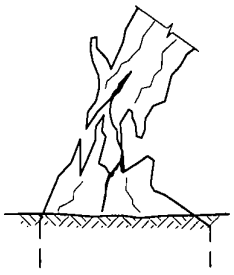


CHECKS AND SPLITS THROUGH CROSS SECTION

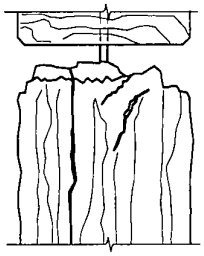


CROSS SECTION LOSS 25 TO 50 PERCENT

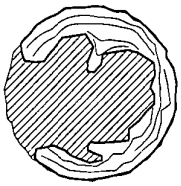
SEVERE



COMPLETE BREAKAGE



FULLY NON-BEARING CONDITION



CROSS SECTION LOSS EXEEDING 50 PERCENT

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INSPECTION GUIDELINES MANUAL

DAMAGE GRADES FOR
TIMBER COMPONENTS

FIGURE 3-4

(D) COMPOSITE MEMBERS

Composite components refer to fiber-reinforced polymer (FRP) composites which use a polymer-based resin as the matrix and a variety of fibers such as glass, carbon, or aramid as the reinforcement.

The damage grades for composite components are described in Table 3-7 with samples presented on Figure 3-5. The following is a list of the most common structural deficiencies affecting composite elements:

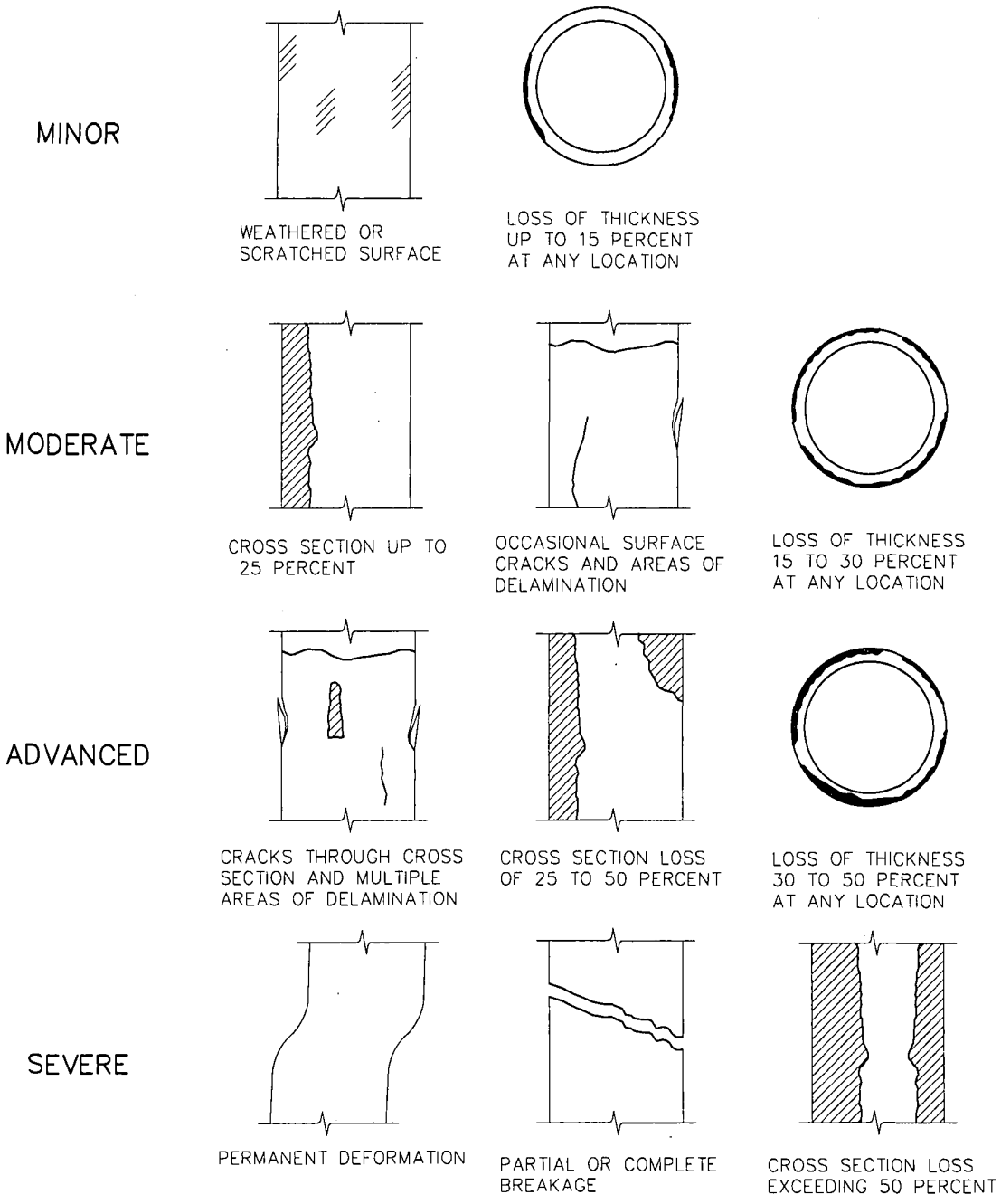
a. Cracking - A separation into two or more parts as identified by the space between fracture surfaces in the composite element. Cracks may extend through the thickness of the element or only be at the surface.
    - Crazing - Hairline cracks at or under the surface of the laminate
    - Hairline - Crack width less than 1/32 in.
    - Fine - Crack width between 1/32 in. and 1/16 in.
    - Medium - Crack width between 1/16 in. and 1/8 in.
    - Wide - Crack width greater than 1/8 in.
b. Air bubble (void) - Air entrapment within and between the plies of reinforcement, usually spherical in shape
c. Chip - A small piece of broken off edge or surface
d. Foreign inclusion - Metallic or nonmetallic particles embedded in the laminate which are foreign to its composition
e. Blister - Rounded elevation of the surface of the laminate
f. Burned - Thermal decomposition of the composite element typically characterized by discoloration, distortion, or destruction of the surface laminate.
g. Delamination - Separation of the layers of material at the edge of a laminate. Areas with delamination are characterized by separation of the plies or layers in the laminate as in blistering, or by disbanding of the secondary overlay. They are common around the edges of secondary overlays. Delamination may be visible on the surface or may be internal.
h. Pit - Small crater in the surface of the laminate
i. Fracture - Rupture of the laminate surface without complete penetration
j. Scratch - Shallow mark or groove in the composite surface
k. Abrasion - Reduction of the composite section area due to continual rubbing by debris, ice, or suspended particulates in the water. Abrasion may rapidly reduce the cross-sectional area of piles.

l. Broken - Member mechanically damaged so that it is no longer able to effectively transmit load.

TABLE 3-7
DAMAGE GRADES FOR COMPOSITE COMPONENTS

Damage Grade	Existing Damage[1]	Defects Indicating Higher Damage Grade(s)
Not Inspected	• Not inspected, inaccessible or passed by	
No Defects	• Sound surface material • No weathering or scratches	
Minor	• Weathered or scratched surface • Loss of thickness up to 15 percent of nominal at any location	Minor damage not appropriate if: • Deformation of element • Displacements, loss of bearing or connections • Fractures, delamination, burns • Loss of cross section
Moderate	• Loss of thickness 15 to 30 percent of nominal at any location • Cross section area loss up to 25 percent. Corroded hardware • Occasional delamination and surface cracks	Moderate damage not appropriate if: • Deformation of element • Displacements, loss of bearing or connections • Fractures and multiple areas of delamination
Advanced	• Cracks through full depth of cross section • Cross section area loss 25 to 50 percent • Loss of thickness 30 to 50 percent of nominal at any location • Fractures and multiple areas of delamination • Displacement and misalignments at connections	Advanced damage not appropriate if: • Partial or complete breakage • Permanent deformation
Severe	• Permanent deformation • Cross section area loss more than 50 percent • Loss of thickness more than 50 percent at any location • Loss of connections and/ or fully non-bearing condition • Partial or complete breakage	

(1) Any defect listed below is sufficient to identify relevant damage grade.



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INSPECTION GUIDELINES MANUAL
DAMAGE GRADES FOR
COMPOSITE COMPONENTS

FIGURE 3–5

3.2 TYPES OF INSPECTIONS

This section describes the various types of inspections that are used in the WFMMS. Given the variety of waterfront structures and the multitude of conditions under which these structures are expected to perform, it is not the intent of this manual to provide a detailed methodology for the inspection of every type of waterfront structure. General descriptions of common problems found on components associated with specific types of waterfront structures are provided in Appendix A, and is meant to serve as a reference for inspectors. Depending on the primary objective(s) of the inspection, the inspection scope, methodology and focus will need to be tailored accordingly.

3.2.1 Baseline Inspection

(A) PURPOSE

The Baseline Inspection serves as the basis of the WFMMS. The primary purpose of the Baseline Inspection is to assess the general overall condition of the structure, develop an asset inventory for the facility, verify that the structure was built in accordance with the design drawings, assign condition assessment ratings, estimate remaining service life, and determine recommended actions and associated cost. The recommended action cost estimates will be used to substantiate requests for funding in order to maintain and rehabilitate the waterfront facilities. Baseline Inspections are performed for structures which have never been inspected or for structures which may have been previously inspected but where an asset inventory was not developed. An asset inventory containing a listing of all components and their relevant quantities must be developed for all facilities and systems included in the WFMMS.

(B) SCOPE OF WORK

The Baseline Inspection includes a 100 percent visual/tactile inspection of each above water and underwater component. The inspection is geared towards verifying that the structure was built according to the design drawings, identifying the structural components that comprise the facility, and obtaining the number and percentage of components with damage or deterioration, and the location of isolated major damage, such as breakage and overstressing. Any deviations from the design drawings should be recorded and documented in the report. The inspection data are used as the basis for satisfying the following primary goals of the Baseline Inspection:

- Develop an asset inventory for the facility that catalogues all applicable structural components for input into the WFMMS
- Confirmation of overall dimensions, pile plan, and other physical features
- Confirmation of spot elevations to an accuracy of 3 cm (if not indicated on available drawings)

- An overall condition assessment rating for the facility, each individual system, and each component
- A quantification of the load carrying capacity of the structure, including any reduction in the original load rating due to observed deterioration
- An estimation of remaining service life
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- An order-of-magnitude cost for the in-kind replacement of the facility
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

For the above water portion of the inspection, all elements above mean low water (MLW) are part of the scope of the inspection. This includes a general visual survey of the condition of the upland area including deck topsides, expansion joints, curbs, and marine hardware (fenders, bollards, etc.), as well as checking for sinkholes and/or differential settlements.

Due to limited visibility and the presence of marine growth, the underwater portion of the Baseline Inspection generally includes Level I (swim-by) inspection effort for 100 percent of the underwater elements (piles and retaining structure), as well as a Level II effort for 10 percent of the underwater elements. In addition, a small percentage of the elements (approximately 5 percent) should receive Level III effort of inspection to detect any hidden damage. Refer to Table 3-2 for guidance on specific levels of inspection effort required for different structural components and materials.

If significant damage or deterioration is observed, a quantitative engineering evaluation of the effect of the damage on the structural capacity should be conducted. The evaluation is typically limited to an evaluation of capacity and does not consider the actual or anticipated loading (structural demand), since such information is typically not readily available to the inspectors at the time of the inspection. Should conditions warrant, an Engineering Investigation should be recommended to evaluate the actual/anticipated loading against the reduced capacity determined as a result of the inspection. The results of such structural capacity evaluations should be used in assigning a condition assessment rating.

The deliverable for the Baseline Inspection is the Baseline Inspection report, as defined in Chapter 6 of this manual.

3.2.2 Routine Level Inspection

(A) PURPOSE

The Routine Level Inspection is similar to the Baseline Inspection in most aspects and serves as the basis of the WFMMS. The primary difference between the Routine Level and Baseline Inspections is that for Routine Level Inspections a comparison with previous inspection results is performed. Although an asset inventory would have already been performed previously for a structure undergoing a Routine Level Inspection, the asset inventory should be reviewed and updated as necessary for the purposes of updating the WFMMS.

Routine Level Inspections are typically performed on a regularly-scheduled basis, and represent a proactive, rather than a reactive, approach to maintenance. By conducting Routine Level Inspections on a regular basis, deteriorated elements can be detected and remediated before deterioration progresses to a level that could threaten structural integrity. In addition, significant damage, or breakage caused by impact from vessels, floating debris, or other sources which may not have triggered a Post-Event Inspection, can be detected during Routine Level Inspections.

(B) SCOPE OF WORK

The Routine Level Inspection includes a 100 percent visual/tactile inspection of each above water and underwater component, as well as a Level II and III effort as contained in Table 3-2. It is geared towards obtaining the number and percentage of elements with damage or deterioration, and the location of isolated major damage, such as breakage and overstressing. The inspection data are used as the basis for satisfying the following primary goals of the Routine Level Inspection:

- Confirmation of spot elevations to an accuracy of 3 cm (if not indicated on available drawings)
- An overall condition assessment rating for the facility, each individual system, and each component
- Comparison with previous inspection findings and results
- A quantification of the load carrying capacity of the structure, including any reduction in the original load rating due to observed deterioration
- An estimation of remaining service life
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Routine Level Inspection is the Routine Level Inspection report, as defined in Chapter 6 of this manual.

3.2.3 Rapid Level Inspection

(A) PURPOSE

Rapid Level Inspections are short duration investigations for emergency or immediate issues that need to be addressed that are not attributable to a specific event, or to provide a quick general condition assessment of the structure as part of a regular maintenance program. They may also be conducted to provide preliminary information regarding a facility for which no previous reports or records are available and where a Baseline Inspection may not be possible. The primary purpose of a Rapid Level Inspection is to confirm the integrity of the structure, determine general facility and structure dimensions (as necessary), and to determine if further attention to the structure is necessary.

(B) SCOPE OF WORK

Rapid Level Inspections are intended to be rapid, visual/tactile inspections.

The Rapid Level Inspection is typically conducted above the waterline and limited to a Level I inspection effort for 100 percent of the components in the area to be inspected. However, if above water conditions or other knowledge should indicate that underwater damage may have occurred, then the scope of the Rapid Level Inspection should be expanded to include an underwater inspection as well. The scope of work for a Rapid Level Inspection is typically detailed in the request for proposal (RFP) document provided to the consultant or will be clarified during the proposal development stage. The inspection data are used as the basis for satisfying the following primary goals of the Rapid Level Inspection:

- An overall condition assessment rating for the facility, each individual system, and each component
- Comparison with previous inspection findings and results, if available
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Rapid Level Inspection is the Rapid Level Inspection report, as defined in Chapter 6 of this manual.

3.2.4 Design Level Inspection

(A) PURPOSE

The purpose of the Design Level Inspection is to record defects to be repaired, including all relevant defect attributes, such that rehabilitation construction bid documents may be generated. A repair method should be assigned to each defect during the inspection so that the necessary relevant information can be collected. Design Level Inspections should be conducted only when rehabilitation is to be performed and should be conducted with as little interval as practicable between the time of the Design Level Inspection and the execution of repairs. Long intervals can result in increased deterioration and an increase in the scope of the rehabilitation. Typically, Design-Level Inspections will result from a recommendation made following Baseline, Routine, or Rapid Level Inspections and/or after an Engineering Investigation has been completed and the scope of repairs has been defined. However, when the need for rehabilitation is obvious and the priority is clear, a Design Level Inspection may be conducted without being preceded by a Baseline, Routine, or Rapid Level Inspection. Where appropriate the Design Level Inspection may be combined with an Engineering Investigation.

(B) SCOPE OF WORK

Prior to commencing a Design Level Inspection, the criteria for determining what is to be repaired should be established. In addition, the method(s) of repair should be determined for all typical conditions on the structure. The Design Level Inspection is then performed to document the nature, location, and size of defects to be repaired, assign a repair method based on the pre-established criteria, and to identify potential obstructions or site constraints that may affect the proposed repair(s). This inspection typically requires that, at minimum, a Level II inspection effort be performed on all elements to be repaired, in that the elements are cleaned and the extent of damage measured. Additional testing and surveying may be required depending on the component, nature of the deterioration, and proposed repair method.

The method of investigation used in conducting a Design Level Inspection may have significant implications on the amount of time it takes to conduct the inspection. The key to determining the proper method of investigation is understanding the types of repairs to be executed for the repair project and the data required to support the design of the repair. Sufficient data must be collected to prepare reasonably accurate repair quantities for the development of a construction cost estimate and for the contractors to base their bid on.

The deliverable for the Design Level Inspection is the Design Report, as defined in Chapter 6 of this manual.

3.2.5 Construction Inspection

(A) PURPOSE

The purpose of the Construction Inspection is to ensure that the ongoing construction quality is acceptable and in accordance with the design plans and specifications.

(B) SCOPE OF WORK

The scope of a Construction Inspection typically includes both above and underwater inspections and may also include the use of specialized testing equipment to ensure compliance with the design plans and specifications. The inspection will generally be at a Level I or II effort depending on the work involved.

The deliverable for the Construction Inspection is a Daily Construction Report as defined in Chapter 6 of this Manual, and where applicable, a punch list of issues to be resolved by the contractor.

3.2.6 Post-Construction Inspection

(A) PURPOSE

The purpose of the Post-Construction Inspection is to ensure that the construction has been completed in accordance with the design plans and specifications, an asset inventory of the facility has been developed, the status of previous recommendations is updated, and all punch list items have been resolved.

(B) SCOPE OF WORK

The scope of the Post-Construction Inspection is similar to the Construction Inspection, except for additional reporting requirements. Additional reporting requirements for the Post-Construction Inspection include the preparation of a report that updates the previously assigned condition assessment ratings (when an existing structure is repaired), a collation of all Daily Construction Reports, and developing or updating the facility asset inventory as applicable.

The deliverable for the Post-Construction Inspection is a Post-Construction Inspection Report as defined in Chapter 6 of this manual.

3.2.7 Post-Event Inspection

(A) PURPOSE

Post-Event Inspections are short duration investigations that are conducted following a significant, potentially damage-causing event such as a storm, vessel impact, earthquake, fire, flood, or similar event. The primary purpose of a Post-Event Inspection is to rapidly confirm the integrity of the structure and to determine if further attention to the structure is necessary as a result of the event.

(B) SCOPE OF WORK

Post-Event Inspections are intended to be rapid, visual/tactile inspections. They are conducted in order to determine if an event resulted in any significant damage requiring repairs. The focus of the inspection should be on damage caused by the event. Such damage may include breakage, overstressing cracks, settlement, etc. Long term or pre-existing deterioration, such as corrosion-related damage, should be ignored during Post-Event Inspections, unless the deterioration immediately threatens the integrity of the structure.

Post-Event Inspections are typically conducted above the waterline and limited to a Level I inspection effort for 100 percent of the elements in the area to be inspected. However, if above water conditions or other knowledge should indicate that underwater damage may have occurred, then the scope of the Post-Event Inspection should be expanded to include an underwater inspection as well. For example, a vessel impact often results in damage above the waterline as well as below; therefore an underwater inspection may be triggered only where above water damage is also visible.

The deliverable for the Post-Event Inspection is a Post-Event Inspection Report as defined in Chapter 6 of this manual.

3.2.8 Engineering Investigation

(A) PURPOSE

Engineering Investigations are performed for the purpose of collecting more detailed information than normally obtained during Baseline, Routine Level, or Rapid Level Inspections. These inspections are highly detailed and typically include engineering analysis and/or material testing. Engineering Investigations are typically conducted at a Level II or Level III inspection effort and may require further laboratory testing of samples collected in the field. Such information may be necessary to understand the nature and/or extent of deterioration prior to determining the need for and type of repairs. In addition, when the load capacity of the structure is unknown but is required to verify its adequacy for a specific use, an Engineering Investigation of the subject area should be conducted. Information gathered should be in sufficient detail to perform a structural analysis and to verify adequacy for the intended use. Engineering Investigations may also be performed in order to determine the remaining useful life of the structure.

Engineering Investigations are typically performed on an exceptional basis as a result of a recommendation from the Baseline, Routine Level, Rapid Level, or Post-Event Inspection. However, an Engineering Investigation may also be performed concurrently with other types of inspections where appropriate.

(B) SCOPE OF WORK

The scope of an Engineering Investigation may vary widely depending on the objectives of the inspection and/or the nature of the structure and the deterioration, and may include but is not limited to:

- Chloride content testing of concrete in order to estimate the time to initiation of severe steel reinforcement corrosion.
- Dissolved Oxygen (DO) testing to determine the effectiveness of timber pile wrapping against marine borer infestation.
- Electric potential measurements to determine the effectiveness of cathodic protection systems for steel elements.
- Timber coring to determine the level of marine borer infestation and damage.
- Concrete coring for physical testing and/or petrographic analysis.
- Creosote retention testing.
- Coupon sampling (removing a section of steel) for laboratory testing.
- Detailed inspection of a limited area of a structure in order to determine specific load capacity.
- Periodic inspection of specific structural elements to determine rate of deterioration.
- Test pits to determine the structural integrity of buried elements such as tie rods or wales.

Engineering Investigation deliverables typically include laboratory/testing reports, and/or reports presenting the results of the detailed inspection and subsequent engineering analysis.

3.3 CONDITION ASSESSMENT RATINGS

Each facility, system, and component group in the WFMMS shall be given a condition assessment rating following the inspection. The ratings are important in establishing the priority of follow-on actions to be taken. This is particularly true when many systems are included in an inspection program and follow-on activities must be ranked or prioritized due to limited resources. The six terms that should be used to describe the conditions of hard structures are described below.

- "Good" – No problems or only minor problems noted. Structural elements may show some very minor deterioration, but no overstressing observed.

- "Satisfactory" – Minor to moderate defects and deterioration observed, but no overstressing observed.
- "Fair" – All primary structural elements are sound; but minor to moderate defects and deterioration observed. Localized areas of moderate to advanced deterioration may be present but do not significantly reduce the load bearing capacity of the structure.
- "Poor" – Advanced deterioration or overstressing observed on widespread portions of the structure, but does not significantly reduce the load carrying capacity of the structure.
- "Serious" – Advanced deterioration, overstressing, or breakage may have significantly affected the load bearing capacity of primary structural elements. Local failures are possible and loading restrictions may be necessary.
- "Critical" -- Very advanced deterioration, overstressing, or breakage has resulted in localized failure(s) of primary structural elements. More widespread failures are possible or likely to occur and load restrictions should be implemented as necessary.

The condition assessment rating should be assigned upon completion of the Baseline, Routine Level, Rapid Level, Post-Event, and Post-Construction Inspection and remain associated with the structure until the structure is re-evaluated following repairs or upon completion of the next scheduled inspection.

It is important to understand that ratings are used to describe the existing in-place structure relative to its condition when newly built. The fact that the structure was designed for loads which are lower than the current standards for design should have no influence upon the ratings. In addition, current loads on a structure that are substantially lower than the original design loads should also have no influence on the ratings.

It is equally important to understand that the correct assignment of ratings requires both experience and an understanding of the structural concept of the structure to be rated. Judgement must be applied considering:

- Scope of damage (total number of defects)
- Severity of damage (type and size of defects)
- Distribution of damage (local vs. general)
- Types of components affected (their structural "sensitivity")

Assignment of ratings should reflect an overall characterization of the facility, system, or component group being rated. For example, if the component group 'piles' exhibit deterioration

characterized by the rating of "serious", but the rest of the structure is characterized as only "fair", then the entire structure may be rated as "serious." However, if a less critical element group such as deck is characterized as "serious," and the rest of the structure is characterized as "fair", then the entire structure may be rated as "fair" or possibly "poor", depending upon the circumstances. It is evident from this example that the qualifications of individuals assigning ratings are important in ensuring that the ratings are assigned consistently and uniformly in accordance with the guidelines provided herein.

3.4 RECOMMENDED ACTIONS

Recommended actions are typically assigned upon completion of each inspection type. The recommended actions are categorized into the following four general types of actions, which are described below:

- Emergency/Immediate action
- General repair recommendation
- Additional investigation and engineering analysis
- No action

3.4.1 Emergency/Immediate Actions

Emergency/Immediate actions require prompt response to prevent unsafe conditions at the structure. These actions may consist of barricading the structure to block access, posting load restrictions, mobilizing a repair crew to quickly restore safe conditions, or performing a structural analysis to prove that the condition may be tolerated by the structure through redundancies. The consultant must notify the property owner or manager of immediate actions as soon as they are discovered. The notification must be made by phone or email and shall be immediately followed by a letter from the consultant which describes the structure condition and recommended actions.

3.4.2 General Repair Recommendations

General repair recommendations are required following the Baseline, Routine Level, and Rapid Level Inspections in order to determine the order-of-magnitude cost estimates for future actions including rehabilitation, design, and inspection work.

These recommendations are grouped into two different levels of importance as presented below.

(A) PRIORITY

Priority level actions are recommendations for which no immediate measures are required, but for which further investigations, design, and implementation of interim or long-term rehabilitation should be undertaken. The priority action takes precedence over all other scheduled work and should be implemented within a timeframe directed by the consultant performing the Inspection.

Typically these actions are required to maintain the structure in a safe operating condition, and/or prevent deterioration from continuing to a point where future repairs will be significantly more costly. Priority level actions should be completed within 1 to 3 years depending on the severity of the condition.

(B) ROUTINE

Routine level actions should be undertaken as part of a scheduled maintenance program, other scheduled project, or routine facility maintenance depending upon the action required. The routine recommended actions shall be in accordance with good engineering and industry practice to maintain the structure and reduce future capital expenses.

Postponing routine recommended actions will not compromise the structural integrity of the facility or significantly increase the cost to rehabilitate the structure. During the next Routine Level Inspection, the routine level recommended actions should be reevaluated to determine if their status has changed. The consultant should anticipate that recommended routine actions that consist of rehabilitation will likely be implemented one year after the completion of the next Routine Level Inspection.

3.4.3 Additional Investigation and Engineering Analysis

Additional Investigation should be recommended when more information is needed to better determine the overall structural condition, the cause or significance of non-typical deterioration, or an appropriate repair method.

An Engineering Analysis should be recommended when damage or defects are encountered which require a structural investigation or evaluation to determine if rehabilitation or load restrictions are required. While the scope of Baseline and Routine Level Inspections already include the structural evaluation of individual components, the Engineering Analysis should consider all actual/anticipated loads that are or will be imposed on the structure.

3.4.4 No Action

Recommended when no further action is necessary at the facility until the next scheduled Routine or Rapid Level Inspection.

3.4.5 Frequency of Inspections

As part of the recommended actions, the consultant should recommend the type of inspection to be performed and when the inspection should be performed. Guidance on the frequency of inspections is provided in Section 7 of this manual.

4. SHORELINE INSPECTION REQUIREMENTS

4.1 GENERAL

4.1.1 Scope of Shoreline Inspections

This section of the manual applies to the inspection of shorelines along the waterfront. This includes sandy beaches, natural or debris strewn shorelines, and marine forests as contained in the WFMMS's list of systems. For a full list of systems in the WFMMS that are associated with shorelines see Table 2-1.

The scope of shoreline inspections will vary depending on the objectives and requirements of the adopted shoreline management scheme, but will generally include the littoral zone as shown on Figure 4-1. The littoral zone includes the dune, swash zone (berm and beach face), and surf zone (inner and outer). Shoreline inspections may comprise of different components that utilize various types of equipment, surveys, and data collection techniques. The components that comprise a shoreline inspection are described in the following section.

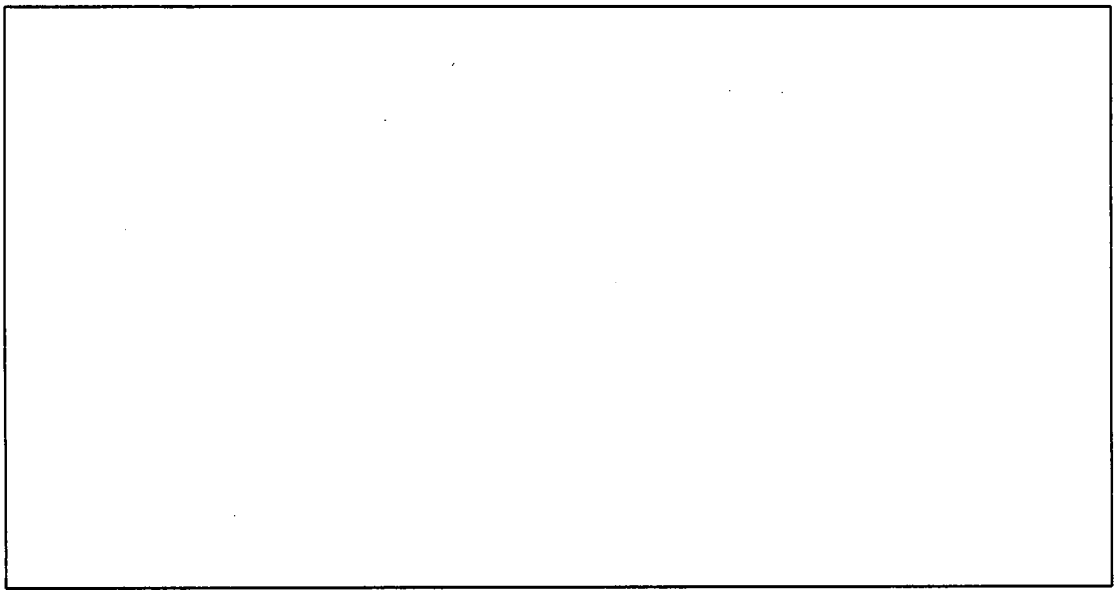


FIGURE 4-1. TYPICAL SECTION OF SHORELINE

4.1.2 Components of a Shoreline Inspection

Components of a shoreline inspection are listed below and described in the following subsections:

- Shoreline profiling

- Topographic survey
- Bathymetric survey
- Digital aerial photography
- Hydrodynamic conditions
- Environmental monitoring
- Geotechnical investigation
- Sediment sampling

For the WFMMS, shoreline profiling and surveying will be the most commonly employed inspection components.

(A) SHORELINE PROFILING

(1) Purpose

The purpose of shoreline profiling is to:

- Establish setback lines for the development of coastal zone management initiatives
- Determine shoreline condition, profile, and position (i.e. wet/dry sand interface) with respect to a reference base line
- Determine shoreline composition (e.g. change in grading; areas of deposition/erosion of fine/coarse sediment)
- Observe changes and damage to shoreline features (e.g. berms/ cliffing)
- Compare the level of the shoreline against markers/visual indicators used to assess if trigger levels for intervention have been reached

(2) Description

Shoreline profiling involves the visual inspection of shorelines, control structures and dunes against pre-defined visual inspection criteria, recording each inspection including assessed condition grade in a standardized inspection form and supported with fixed aspect digital photographs at a minimum of each transect using a GPS enabled camera with photos taken from the same position and of the same view, etc.

Transect intervals should be set based on the monitoring need for the shoreline and the number of transects taken should be frequent enough to distinguish alongshore variation of beach profiles. This will depend on the nature of the shoreline that is being inspected and will be indicated in the scope of work provided to the consultant. Each transect should cover the full profile from behind the shoreline berm/dune down to at least mean low water level. A minimum of 3 readings

along the shore parallel contours shall be obtained for each transect. The selected spacing will depend on the nature of the shoreline, however, shall be such that a meaningful shoreline profile can be developed.

Shoreline position is taken from a reference base line such as a vertical datum or existing permanent structure on the upper beach typically at 100 ft intervals. The shoreline position is taken as the interface between dry and wet sand, which is typically the mean higher high water (MHHW) shoreline. A sample is shown on Figure C-13 in Appendix C. A comprehensive and systematic methodology for collection, analysis and reporting of shoreline position is provided in the National Park Service's Protocol, NPS (2012).

(B) TOPOGRAPHIC SURVEY

(1) Purpose

The purpose of a topographic survey is to determine changes in shoreline levels, volumes, and morphology. Topographic surveys can be used to evaluate long-term trends in plan shape, areas of accretion/erosion, volume changes and 3D change of spits and complex dune systems. Data from topographic surveys may also be used as input for coastal modelling studies.

(2) Description

Topographic surveys should be undertaken by a licensed surveyor using a land-based RTK-GPS topographic survey system or LiDAR. The RTK-GPS and LiDAR surveys should be supplemented with shoreline profiling.

Upon completion, in addition to the CAD survey file, the survey should be accompanied by a detailed survey report that includes survey metadata and details of every survey control point used. The survey report will be incorporated into the inspection report deliverable. In addition, the survey should be supported with fixed aspect photographic records using a GPS enabled camera with photos taken from the same position and of the same view, etc.

(C) BATHYMETRIC SURVEY

(1) Purpose

The purpose of a bathymetric survey is to determine changes in nearshore seabed levels, volumes, morphology (e.g. sand banks and channels) and superficial seabed sediment composition. Data from bathymetric surveys may also be used as input for coastal modelling studies.

(2) Description

Bathymetric surveys should be performed using a multi-beam system extending from the shoreline below mean low water to the -25 ft depth contour (relative to NAVD88), unless otherwise specified. Upon completion, in addition to providing the CAD survey file, the survey should be

accompanied by a summary report that details the survey methodology. The report will be incorporated into the inspection report deliverable.

Accuracy varies significantly depending on conditions, but vertical accuracy of +/-6 in., horizontal accuracy of +/-3 ft are considered satisfactory.

(D) DIGITAL AERIAL PHOTOGRAPHY

(1) Purpose

Digital aerial photography is used to evaluate long-term trends in plan shape, recession rates and spatial change of spits and complex dune systems which may not be readily observable from land or water-based inspections. Where required, special features such as false color infrared images may be used to detect features such as algal blooms in the nearshore, which may affect water quality and marine habitat.

(2) Description

Digital aerial photography should be done using the appropriate equipment with qualified professional staff. Fully georectified digital images in both visible and infrared spectrums are captured typically from a light aircraft or unmanned aerial vehicle. These are prepared in full 3D control using a combination of surveyed ground control points, base mapping and terrain models.

Aerial photography is typically flown to a 4 in. resolution, which is equivalent to 1:5000 scale film. The interpretations of aerial photographs must include corrections for distortion effects related to camera tilt, variable scales, relief displacement, and radial lens distortion. Once processed, the georectified images should achieve a Root Mean Square Error (RMSE), which describes the difference between true position of a feature (defined by survey data) and the feature's position in the georeferenced image, of better than +/-4 in.

Photos should be taken when tide levels are lowest and future flights should endeavor to occur at about the same time of year each time.

(E) HYDRODYNAMIC CONDITIONS

(1) Purpose

Hydrodynamic conditions along the shoreline may be required to understand the forcing conditions that cause different shoreline responses and longer term trends such as sea level rise or changes in wave climate. Nearshore hydrodynamic conditions also enable calibration/validation of coastal models that may be used for design, flood risk mapping and flood forecasting/warning.

(2) Description

The collection of hydrodynamic parameters may include local wave conditions typically at the -25 ft depth contour (relative to NAVD88), local wind speed/direction, water levels via tide gauges

or similar measuring devices, or currents in the nearshore area using acoustic Doppler current profilers (ADCPs) or other current meters such as an acoustic Doppler velocimeter (ADV). Hydrodynamic conditions data should be collected continuously over a long period (>10 years) to allow assessment of trends and robust extreme value analysis. The deployment of these specialized instruments should be undertaken by qualified technicians and/or engineers.

Long-term hydrodynamic data is generally available for most landmark sites throughout the City. In cases where data is not available or suitable, then a minimum of 2 months of data should be recorded, as some data is better than no data to calibrate and validate coastal numerical models. The longer the available record the better for modelling purposes.

Publically available data should be researched and utilized to the extent possible prior to undertaking a hydrodynamic condition data acquisition program.

(F) ENVIRONMENTAL MONITORING

(1) Purpose

Environmental monitoring is done to assess natural habitat evolution (e.g. gain/loss of different habitat types) and to inform new shoreline management initiatives including scheme design and during/post-scheme monitoring to discharge environmental consent requirements.

(2) Description

Field surveys of habitat, ecology and water quality (water sampling) to provide baseline assessment against which repeat surveys can be compared to for the purpose of monitoring changes over time either as part of general trend monitoring or in relation to specific management activities. Parameters monitored will depend on setting and may be related to changes to legally designated habitats, the physical and human environment and environmental quality.

Environmental monitoring should be supported with fixed aspect photographic records using a GPS enabled camera with photos taken from the same position and of the same view, etc.

The frequency of this type of inspection depends on its purpose. May be related to specific scheme or may be annual if focused on trends over time. Will also depend on features to be surveyed and when it is best to do so, accounting for things such as seasonality of habitat and breeding seasons for species, etc.

(G) GEOTECHNICAL INVESTIGATION

(1) Purpose

A geotechnical investigation may be performed as part of a shoreline inspection to assess the seabed composition, determine shoreline permeability, and to obtain soil profiles for the

determination of cross-sectional area and volume changes. The data obtained from a geotechnical investigation may also be used for the design of foundations for shoreline protection structures.

(2) Description

The scope of the geotechnical investigation depends on the objective of the investigation, but may include test pits, borings, cone penetration test (CPT), or a geophysical survey. If assessing shoreline permeability, the investigation may include installation of piezometers to measure water level variation within the shoreline over time.

(H) SEDIMENT SAMPLING

(1) Purpose

Sediment sampling is typically done to determine shoreline material characteristics such as particle size, chemical composition, etc. This data may be used to assess seasonal and long-term changes to the shoreline material, determine suitability of the material for other uses, or to inform coastal sediment transport modelling studies.

(2) Description

Sediment sampling involves the collection of shoreline and nearshore seabed sediments using grab samples to enable physical and chemical analysis of sediment. Grab samples should be taken along at the same intervals as the shoreline profiling at the upper shoreline, MHW, and MLW marks. For grab samples, about 1 lb of sample should be taken for analysis. As part of the shoreline profiling effort, the surface sediment type (e.g. mud, sand, gravel) alongside each survey point should be noted.

In nearshore areas, more targeted sampling is typically applied and should be determined by analysis of bathymetric survey data.

4.2 TYPES OF INSPECTIONS

4.2.1 Baseline Inspection

(A) PURPOSE

The Baseline Inspection serves as the basis of the WFMMS. The primary purpose of the Baseline Inspection is to assess the general overall condition of the shoreline in order to establish a comprehensive initial baseline survey across pre-defined shoreline profile locations at a particular point in time. Baseline Inspections are performed for shorelines which have never been inspected or where shoreline profile survey data is not available.

(B) SCOPE OF WORK

The scope of a Baseline Inspection includes the following shoreline inspection components:

- Shoreline profiling

- Topographic survey
- Bathymetric survey

Shoreline profiling should be performed at intervals specified in the scope of work document.

Additional surveys and investigations may be undertaken during the Baseline Inspection as required to support the overall program requirements and intent. The inspection components listed above are the minimum required to satisfy the requirements for a shoreline Baseline Inspection under the WFMMS.

The inspection data are used as the basis for satisfying the following primary goals of the Baseline Inspection:

- Confirmation of overall dimensions, shoreline characteristics, and other physical features
- An overall condition assessment rating for the shoreline and its components
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Baseline Inspection is the Baseline Inspection report, as defined in Chapter 6 of this manual.

4.2.2 Routine Level Inspection

(A) PURPOSE

The Routine Inspection is similar to the Baseline Inspection in most aspects and serves as the basis of the WFMMS. The primary difference between the Routine Level and Baseline Inspections is that for Routine Level Inspections the shoreline profile will be compared with previous inspection results in order to determine general trends such as seasonal changes and movements in the shoreline.

Routine Level Inspections are typically performed on a regularly-scheduled basis, and represent a proactive, rather than a reactive, approach to maintenance. By conducting Routine Level Inspections on a regular basis, shoreline movements, damage, and trends can be detected so that remediation/mitigation measures can be planned and implemented in a timely manner. The data collected from Routine Level Inspections can be used to help define appropriate trigger levels for when intervention may be required. For instance, trigger levels may be a low volume of sediment along a frontage or a low beach crest height or width in relation to increased risk of wave overtopping which could then lead to flooding.

Unlike rehabilitation of hard structures, the rehabilitation of shorelines typically needs to be done on a system-wide basis and covers a much larger area with far-ranging environmental impacts on surrounding areas. As such, rehabilitation of shorelines requires extensive planning and studies over a long term period prior to any construction taking place.

(B) SCOPE OF WORK

The scope of a Routine Level Inspection includes the following shoreline inspection components:

- Shoreline profiling
- Topographic survey

Shoreline profiling should be performed at intervals specified in the scope of work document.

Additional surveys and investigations may be undertaken during the Routine Level Inspection as required to support the overall program requirements and intent. Unless vessel navigation is a specific concern or the nearshore water depths are required to support a design (ie. dredging, etc.), bathymetric surveys are typically not required as part of the Routine Level Inspection. The inspection components listed above are the minimum required to satisfy the requirements for a shoreline Routine Level Inspection under the WFMMS.

The primary objective of the Routine Level Inspection is to evaluate changes in shoreline levels, cross-sectional area, and volume over time above the MLW level. The inspection data are used as the basis for satisfying the following primary goals of the Routine Level Inspection:

- An overall condition assessment rating for the shoreline and its components
- Comparison with previous inspection findings and results
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Routine Level Inspection is the Routine Level Inspection report, as defined in Chapter 6 of this manual.

4.2.3 Rapid Level Inspection

(A) PURPOSE

Rapid Level Inspections are short duration investigations for emergency or immediate issues that need to be addressed which are not attributable to a specific event, or to provide a quick general condition assessment of the shoreline as part of a regular maintenance program. They may also be conducted to provide preliminary information regarding a shoreline for which no previous reports or records are available and where a Baseline Inspection may not be possible. The primary purpose of a Rapid Level Inspection is to confirm the integrity of the shoreline, determine general shoreline characteristics, and to determine if further attention to the shoreline is necessary.

(B) SCOPE OF WORK

The scope of a Rapid Level Inspection includes the following shoreline inspection components:

- Shoreline profiling

Shoreline profiling should be performed at intervals specified in the scope of work document.

The Rapid Level Inspection is performed to determine the general shoreline condition, shoreline composition (e.g. change in grading; areas of deposition/erosion of fine/coarse sediment), changes in shoreline features (e.g. berms/dune), damage to shoreline structures, and to determine whether trigger levels for intervention have been reached.

The inspection data are used as the basis for satisfying the following primary goals of the Rapid Level Inspection:

- An overall condition assessment rating for the shoreline and its components
- Comparison with previous inspection findings and results, if available
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Rapid Level Inspection is the Rapid Level Inspection report, as defined in Chapter 6 of this manual.

4.2.4 Design Level Inspection

(A) PURPOSE

The purpose of the Design Level Inspection is to establish a comprehensive baseline survey across pre-defined shoreline profile locations in support of the design of repairs to the shoreline system.

(B) SCOPE OF WORK

The scope of a Design Level Inspection includes, at minimum, the following shoreline inspection components:

- Shoreline profiling
- Topographic survey

Shoreline profiling should be performed at intervals specified in the scope of work document.

Additional surveys and investigations may be undertaken during the Design Level Inspection as required to support the overall design requirements and intent. The inspection components listed above are the minimum required to establish a baseline condition of the shoreline prior to the implementation of any rehabilitation work.

The deliverable for the Design Level Inspection is the Design Report, as defined in Chapter 6 of this manual.

4.2.5 Construction Inspection

(A) PURPOSE

The purpose of the Construction Inspection is to ensure that the ongoing construction quality is acceptable and in accordance with the design plans and specifications.

(B) SCOPE OF WORK

The scope of a Construction Inspection typically includes the following shoreline inspection components:

- Shoreline profiling
- Topographic survey

Shoreline profiling should be performed at intervals required to verify the ongoing construction or as specified in the scope of work document.

Additional surveys and investigations may be undertaken during the Construction Inspection as required to support the overall design requirements and intent. In some cases, the inspection

components listed above may not be required to verify the construction and should be substituted as appropriate.

The deliverable for the Construction Inspection is a Daily Construction Report as defined in Chapter 6 of this Manual, and where applicable, a punch list of issues to be resolved by the contractor.

4.2.6 Post-Construction Inspection

(A) PURPOSE

The purpose of the Post-Construction Inspection is to ensure that the construction has been completed in accordance with the design plans and specifications, a baseline survey is established, the status of previous recommendations is updated, and all punch list items have been resolved.

(B) SCOPE OF WORK

The scope of the Post-Construction Inspection is similar to the Construction Inspection except for additional reporting requirements. Additional reporting requirements for the Post-Construction Inspection include the preparation of a report that updates the previously assigned condition assessment ratings (when an existing shoreline has been rehabilitated), a collation of all Daily Construction Reports, and a comprehensive baseline survey across pre-defined shoreline profile locations has been established for the newly constructed or rehabilitated shoreline system.

The scope of a Post-Construction Inspection includes, at minimum, the following shoreline inspection components:

- Shoreline profiling
- Topographic survey

Shoreline profiling should be performed at intervals required to verify the completed construction or as specified in the scope of work document.

Additional surveys and investigations may be undertaken as part of the Post-Construction Inspection as required to support the overall design requirements and intent. In some cases, the inspection components listed above may not be required to verify the construction and should be substituted as appropriate.

The deliverable for the Post-Construction Inspection is a Post-Construction Inspection Report as defined in Chapter 6 of this manual.

4.2.7 Post-Event Inspection

(A) PURPOSE

Post-Event Inspections are short duration investigations that are conducted following a significant, potentially damage-causing event such as a storm, tsunami, earthquake, flood, or similar event where either a pre-defined wave/water level threshold is reached. The primary purpose of a Post-Event Inspection is to rapidly confirm the condition of the shoreline and to determine if further attention to the shoreline is necessary as a result of the event. Performing Post-Event Inspections will also improve the understanding of short term shoreline response to more extreme conditions by taking a snapshot of the shoreline immediately after the event. The short term response to extreme events may not be captured by future Routine Level Inspections which could take place several years after the event.

(B) SCOPE OF WORK

The scope of a Post-Event Inspection includes, at minimum, the following shoreline inspection components:

- Shoreline profiling
- Topographic survey

Shoreline profiling should be performed at intervals required to assess the shoreline response to the event or as specified in the scope of work document.

Additional surveys and investigations may be undertaken as part of the Post-Event Inspection as required to support the overall inspection requirements and intent. For instance, the inspection and subsequent reporting for shorelines damaged by a storm may need to be tailored to meet federal funding requirements. In some cases, the inspection components listed above may not be required to verify the shoreline response and should be substituted as appropriate.

The deliverable for the Post-Event Inspection is a Post-Event Inspection Report as defined in Chapter 6 of this manual.

4.2.8 Engineering Investigation

(A) PURPOSE

Engineering Investigations are performed for the purpose of collecting more detailed information than normally obtained during Baseline, Routine Level, or Rapid Level Inspections. Investigations may include engineering analysis, coastal area modeling, and/or sampling.

Engineering Investigations are typically performed on an exceptional basis as a result of a recommendation from the Baseline, Routine Level, Rapid Level, or Post-Event Inspection. However, an Engineering Investigation may also be performed concurrently with other types of inspections where appropriate.

(B) SCOPE OF WORK

The scope of an Engineering Investigation may vary widely depending on the objectives of the inspection and/or the nature of the shoreline, and may include but is not limited to:

- Investigation to establish site-specific hydrodynamic conditions (waves, currents, tides, etc.)
- Digital aerial photography
- Coastal modeling to establish extreme conditions
- Numerical modeling for water quality study
- Sediment transport study
- Water and/or sediment sampling
- Dune vegetation mapping
- Water turbidity measurements
- Geotechnical investigations
- Physical modeling

Engineering Investigation deliverables typically include laboratory/testing reports, and/or reports presenting the results of the detailed inspection and subsequent engineering analysis/modeling.

4.3 CONDITION ASSESSMENT RATINGS

Each facility, system, and component group in the WFMMS shall be given a condition assessment rating following the inspection. The ratings are important in establishing the priority of follow-on actions to be taken. This is particularly true when many systems are included in an inspection program and follow-on activities must be ranked or prioritized due to limited resources. Unlike hard structures, shorelines are assessed on a five point scale. The five terms that should be used to describe the conditions of shorelines are described in Table 4-1 in general terms and how they specifically relate to beaches and dunes.

TABLE 4-1
CONDITION RATINGS FOR SHORELINES

Condition Rating	Description		
	General	Beaches	Dunes
Good	Cosmetic defects that will have no effect on performance.	Flat or shallow beach slope, wide beach, established vegetation. Key features include backshore and crest with no evidence of erosion. Stable beach profile with minimal changes between inspection periods. Established vegetation possibly with young plant growth. Minor foreign objects may be present but causing no scour or instability.	Wide stable dune system. Extensive dense dune vegetation. Key features include dense established dune vegetation with young plant growth. No vegetation damage or loss. High upper beach fronting dunes. Strand line appears seaward due to accreting upper beach. Minimal or localized erosion of seaward dune slope. Minor foreign objects may be present but causing no scour or instability. Access restricted to prevent animal damage and human interference.
Satisfactory	Minor defects that will not reduce the overall performance of the asset	Wide shallow shingle beach. Key features include shallow and wide slope with minor or localized erosion. Beach profile fluctuates seasonally with profile recovery under beach building conditions. Backshore remains wide and high with strand line on mid to lower beach. Minor or localized erosion of backshore or crest. Established vegetation possibly with young plant growth. Minor localized scour due to presence of minor foreign objects but with no effect on stability.	Wide dune system. Dune stable with good coverage of established vegetation. Accumulation of sand against fence. Key features include good vegetation cover with no vegetation damage or loss. Strand line high on upper beach fronting dunes. Minimal or localized erosion of seaward dune slope. Access restricted to prevent animal damage and human interference. Minor localized scour due to presence of minor foreign objects with no effect on stability.
Fair	Defects that could reduce performance of the asset is present	Beach may be narrow or steep in localized areas. Key features include minor or localized erosion of slope or toe resulting in reduction of slope width. Minor erosion of backshore or crest indicated by cliffing. Strand line high on backshore indicates reduced backshore or crest width. Localized areas of vegetation. Minor foreign objects present with possible localized effects on stability associated with minor scour.	Stable dune with localized areas of non-vegetated dune. Key features include stable dune system with erosion of seaward dune slope indicated by cliffing. No collapse of dune front face. Localized areas of vegetation damage or loss with minimal effect on dune systems' ability to retain sediment. Minor foreign objects present with possible localized effects on stability associated with minor scour.
Poor	Defects that would significantly reduce performance of the asset is present. Further investigation is needed.	Narrow, steep, unstable beach. Beach is subject to high degree of movement. Key features include sustained and prolonged erosion of beach slope, toe, backshore or crest. Strand line appears high on backshore indicating frequent inundation. If seawall is present toe will be exposed. Moderate damage to vegetation. Moderate scouring around minor foreign objects present. No significant beach crest. Spring tides will allow direct wave attack to the base of the cliff.	Lower lying unstable dune system. Significant areas of non-vegetated dune is present with severe cliffing of front face. Key features include loss of vegetation with significant effect on dune systems' ability to retain sediment. Severe erosion of seaward dune slope with possible partial or localized collapse of dune front face. Low beach fronting dunes. Severe scour around minor foreign objects present. Badly trampled access points, devoid of vegetation. Vegetation or other objects falling over edge of dune crest.

Condition Rating	Description		
	General	Beaches	Dunes
Serious / Critical	Severe defects resulting in complete performance failure of the asset.	Steep, narrow beach. Extensive erosion of foreshore with reduced beach profile. Key features include sustained and prolonged erosion of beach slope and toe with significantly lowered beach profile. Strand line occurs high on backshore. Evidence of significant overtopping exhibited by sediment on the landward side of the crest, runnels from overtopping water and damage to backshore plants from over washing. Complete loss of vegetation. Severe foreign objects present resulting in significant scour. Beach volume depleted resulting in loss of the beach crest and direct wave attack to land at the rear.	Complete loss or lowering of dune system. Key features include marrow and flat dune system. Severe and extensive damage or loss of vegetation. Low beach fronting dunes. Severe erosion of seaward dune slope. Collapse of dune front face with evidence of significant overtopping exhibited by runnels from overtopping water and damage to vegetation on back slope from over washing. Severe foreign objects present, resulting in significant scour.

The condition assessment rating should be assigned upon completion of the Baseline, Routine Level, Rapid Level, Post-Event, and Post-Construction Inspection and remain associated with the shoreline until the shoreline is re-evaluated following rehabilitation or upon completion of the next scheduled inspection.

4.4 RECOMMENDED ACTIONS

Recommended actions are typically assigned upon completion of each inspection type. The recommended actions are categorized into the following four general types of actions, which are described below:

- Emergency/Immediate action
- General repair recommendation
- Additional investigation and engineering analysis
- No action

4.4.1 Emergency/Immediate Actions

Emergency/Immediate actions require prompt response to prevent unsafe conditions at the shoreline. These actions may consist of barricading access to the shoreline to block access, mobilizing a repair crew to quickly restore safe conditions, or creating a buffer zone to maintain pedestrian safety. The consultant must notify the property owner or manager of immediate actions as soon as they are discovered. The notification must be made by phone or email and shall be immediately followed by a letter from the consultant which describes the condition and recommended actions.

4.4.2 General Repair Recommendations

General repair recommendations are required following the Baseline, Routine Level, and Rapid Level Inspections in order to determine the order-of-magnitude cost estimates for future actions including rehabilitation, design, and inspection work.

These recommendations are grouped into two different levels of importance as presented below.

(A) PRIORITY

Priority level actions are recommendations for which no immediate measures are required, but for which further investigations, design, and implementation of interim or long-term rehabilitation should be undertaken. The priority action takes precedence over all other scheduled work and should be implemented within a time frame directed by the consultant performing the inspection.

(B) ROUTINE

Routine level actions should be undertaken as part of a scheduled maintenance program, other scheduled project, or routine facility maintenance depending upon the action required. The routine recommended actions shall be in accordance with good engineering and industry practice to maintain the shoreline and reduce future capital expenses.

Postponing routine recommended actions will not compromise the integrity of the shoreline or significantly increase the cost of future remedial action. During the next Routine Level Inspection, the routine level recommended actions should be reevaluated to determine if their status has changed. The consultant should anticipate that recommended routine actions that consist of rehabilitation will likely be implemented one year after the completion of the next Routine Level Inspection.

4.4.3 Additional Investigation and Engineering Analysis

Additional Investigation should be recommended when more information is needed to better determine the overall condition of the shoreline, understand the cause and impacts of the observed shoreline movement, or to collect data for more in-depth analysis, modeling, and management of the shoreline.

The NPS 2012 protocol discusses methodologies to analyze the shoreline position and beach profile data. NPS also recommends the Digital Shoreline Analysis System (DSAS) for transforming the surveyed shoreline into a data matrix for engineering analysis.

An Engineering Analysis should be recommended when numerical or physical modeling or other detailed coastal studies are required to determine the short and long term impacts of the recommended action(s) or no action, understand the cause and impacts of the observed shoreline movement, and for the development of a shoreline management plan.

4.4.4 No Action

Recommended when no further action is necessary until the next scheduled Routine or Rapid Level Inspection.

4.4.5 Frequency of Inspections

As part of the recommended actions, the consultant should recommend the type of inspection to be performed and when the inspection should be performed. Guidance on the frequency of inspections is provided in Section 7 of this manual.

5. WETLAND INSPECTION REQUIREMENTS

5.1 GENERAL

5.1.1 Scope of Wetlands Inspection

This section of the manual applies to the inspection of wetlands adjacent to the waterfront shoreline and, that generally extend from the shoreline to the upland. This includes Spartina dominated, Phragmites dominated, scrub/shrub/wooded, and manmade wetlands as contained in the WFMMS's list of systems. For a full list of systems in the WFMMS that are associated with wetlands see Table 2-1. Example components that comprise each of these systems includes wetland (or marsh) shoreline, tidal creeks and pools, marsh vegetation and habitat, and buffer.

The scope of wetland inspections will vary depending on the objectives and requirements of the adopted wetland management scheme, but will generally be focused on the low marsh zone from mean tide level (MTL) up to the mean high water (MHW), but may also include the middle mash area up to mean higher high water (MHHW) and the upland buffer depending on inspection type, as shown on Figure 5-1. According to the New York City Department of Parks and Recreation (NYCDPR), New York City salt marshes exhibit very little zonation. There is high marsh and low marsh; however, the low marsh is often a very scant sliver along tidal creeks. The components or metrics that comprise a wetland inspection are described in the following section.

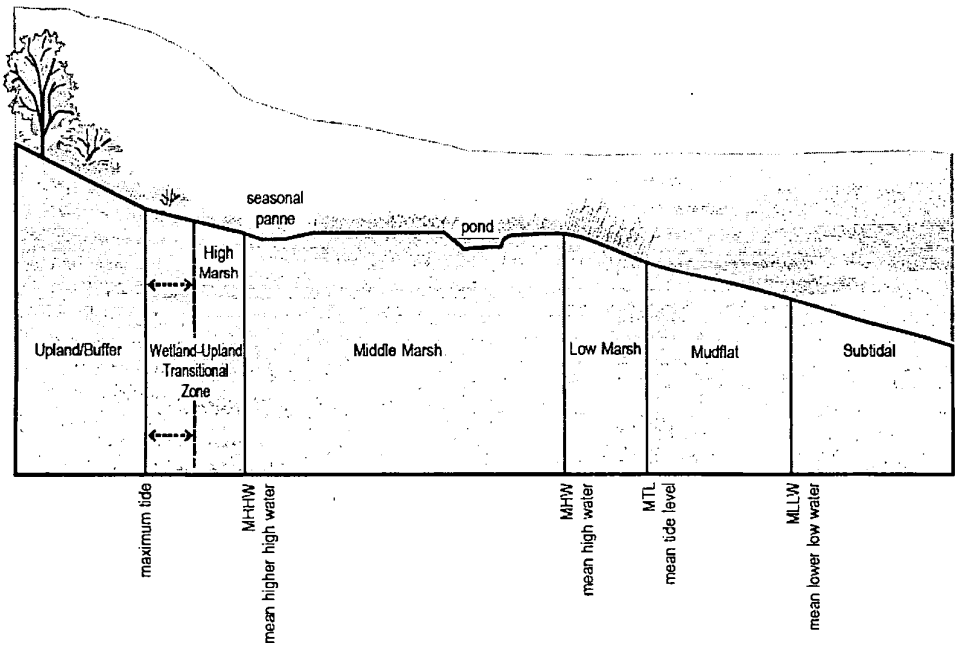


FIGURE 5-1. TYPICAL PROFILE OF TIDAL WETLAND

The NYCDPR Natural Resources Group (NRG) received an EPA Wetlands Program Development Grant to study NYC salt marsh systems and evaluate their current condition and vulnerability to sea level rise and the effects of urbanization. The NYCDPR project developed from this grant includes evaluating existing marsh complexes utilizing a rapid assessment protocol and conducting long-term sediment accretion and marsh surface elevation monitoring. To the exception of long-term sediment accretion and marsh surface elevation monitoring, data collected for the NRG wetlands project are relevant to the WFMMS wetlands inspections, therefore efforts have been made to use the same data collection protocols and methodologies used by NRG. Data collected through the implementation of the WFMMS should therefore be compatible with and complement data collected by NRG while avoiding duplication of efforts.

Where applicable, the selected inspection methods are the same as those described in Natural Areas Conservancy Salt Marsh Assessment (NACSMA) July 2013 protocol (NAC-NYCDPR 2013) and in the Site-Specific Intensive Monitoring (SSIM) model developed for the NYCDPR long-term marsh monitoring plan whose methods are described in NYCDPR 2014a, as well as subject to the associated quality assurance project plan (QAPP) (NYCDPR 2014b). The objectives of the NACSMA is to determine the relative condition of each salt marsh sampled within New York City, and to be able to statistically compare among them. Those objectives are similar to those of the WFMMS, and NACSMA attributes measured and statistical approach will also allow for comparison of wetland conditions over time. The NYCDPR QAPP was developed to cover basic SSIM methodologies for tidal wetlands in the coastal region of New York City by adapting methodology described in the Mid-Atlantic Coastal Wetland Assessment (MACWA) through training and communication with the Partnership for the Delaware Estuary. Users of this manual are therefore encouraged to consult these NYCDPR documents before applying wetland inspections methods described herein.

NACSMA metrics used in the WFMMS include vegetation composition and structure and soil characteristics (shear vane strength). SSIM metrics include vegetation community attributes, soil (shear vane strength), erosion at tidal creeks, and pool expansion.

5.1.2 Functions and Ecological Services of Wetlands

The terms functions and ecological services (or values) when discussing wetlands have different meanings. Functions are the physical, chemical, and biological processes occurring in and making up an ecosystem. Processes include the movement of water through the wetland into streams or the ocean; the decay of organic matter; the release of nitrogen, sulfur, and carbon into the atmosphere; the removal of nutrients, sediment and organic matter from water moving into the wetland; and the growth and development of all the organisms that require wetlands for life.

Ecological services are "an estimate, usually subjective, of worth, merit, quality, or importance" (Richardson 1994). Wetland ecological or economic services derive from outputs that can be consumed directly, such as food, recreation, or timber; indirect uses which arise from the functions occurring within the ecosystem, such as water quality, and flood control; possible future direct outputs or indirect uses such as biodiversity or conserved habitats; and from the knowledge that such habitats or species exist (known as existence value) (Serageldin 1993). Following are wetland functions that are relevant to coastal marshes:

- Hydrologic flux and storage
- Biogeochemical cycling and storage
- Biological productivity
- Decomposition
- Community structure and wildlife support

Detailed descriptions of each of these functions are provided in Appendix F.

5.1.3 Types of Wetlands

(A) SPARTINA DOMINATED WETLANDS

The Spartina dominated wetland type represents the coastal wetland environment that are dominated by Spartina plant species, such as *Spartina alterniflora* and *Spartina patens*. *S. alterniflora*aisa grass often divided in a tall and a short form. The tall form grows 1-2 m (3-6 ft) while the short form can be as short as 10 cm (3 in.), with a continuous gradation between both forms. It has smooth green stems and leaves. Usually light green to green in coloring.

S. alterniflora (salt marsh cordgrass) dominates the low marsh zone of tidal marshes on the East Coast of the U.S. *S. patens* is found higher in the intertidal zone (Teal, 1962; Bertness, 1991).

Ecological and economic services of Spartina dominated marshes include water quality, flood control, erosion control, community structure and wildlife support, recreation, aesthetics, and commercial benefits.

(B) PHRAGMITES DOMINATED WETLANDS

The Phragmites dominated wetland type represents coastal wetland environment that are dominated by *Phragmites australis*, the invasive common reed. It is a large perennial wetland grass easy to distinguish because of its 2-6 m height and fluffy seed-head. Usually light green to green in coloring with brown reeds at the base of plant and brown tops.

According to Yuhas et al. (2005), *australis* is usually found on high marshes, but it has been moving into low marshes and replacing *S. alterniflora* (Fell et al. 1998; Angradi et al., 2001; Windham & Lathrop, 1999).

P. australis changes the marsh physically, hydrologically, and chemically (Angradi et al., 2001; Windham & Lathrop, 1999), and this can affect the utilization of the marsh by fish, birds, and other animals. *P. australis* has been replacing native vegetation on the Atlantic coast since the early 1900s (Weinstein & Balletto, 1999; Fell at al., 1998; Angradi et al., 2001; Windham & Lathrop, 1999). Marsh managers have responded by trying to decrease the dominance of *P. australis* on salt marshes. Numerous restoration projects have been undertaken in which *P. australis* was removed and *S. alterniflora* replanted. However, there have been few direct comparisons of the relative level of function of marshes before and after restoration (Yuhas et al. 2005).

Ecological and economic services of Phragmites dominated marshes include water quality, flood control, erosion control, but, because of it is an invasive plant to New York, would rank lower in terms of community structure and wildlife support, recreation, aesthetics, and commercial benefits.

(C) SCRUB/SHRUB/WOODED WETLANDS

Scrub, shrub or wooded wetlands represent coastal wetland environment dominated by woody vegetation and is characterized by natural or semi-natural vegetation like trees or shrubs. This category of wetlands is part of the WFMMS database. However, it is rarely observed around New York City, so will not be described in more detail.

(D) MANMADE WETLANDS

Tidal wetlands constructed to provide mitigation for impacts to (or loss of) existing wetlands are the most dominant manmade wetlands in New York City area. Wetlands constructed for stormwater storage or treatment also belong to the manmade wetlands type, but only a few of these are found along the New York City shoreline.). Mitigation wetlands are constructed to comply with a US Army Corps of Engineers permit pursuant to section 404 of the Clean Water Act and/or a NYDEC permit pursuant to the Tidal Wetland Act of 1973.

Ecological and economic services of these manmade wetlands will depend on their design objectives. For example, stormwater wetlands should provide water quality, flood control and erosion control. Mitigation wetlands values will depend on the success criteria set through the permitting process.

5.1.4 Components of a Wetland Inspection

The components (or metrics) of a wetland inspection that are included in the WFMMS are listed below and described in the following subsections:

- Tidal wetland shoreline position [NPS Methodology]
- Tidal wetland shoreline condition assessment
- Tidal wetland shoreline profiling
- Marsh vegetation and habitat assessment
- Pool expansion and historical waterward erosion
- Digital aerial photography
- Topographic surveys

For the WFMMS, wetland shoreline condition assessment, vegetation and habitat assessment, and the field stressors assessment (which include tidal creek and wetland pool condition) will be the most commonly employed inspection components.

(A) WETLAND SHORELINE POSITION

(1) Purpose

The purpose of assessing wetland shoreline position is to monitor the rate and magnitude of changes in wetland shoreline position over time. The wetland shoreline position is affected by sea level rise, sediment supply, wave energy, and boat wake.

(2) Description

The National Park Service (NPS) has created the Northeast Coastal and Barrier Network (NCBN), as part of the congressionally-mandated Natural Resource Challenge, to ensure the systematic collection and use of scientific data in managing the nation's parks (NPS NCBN 2003). Within this structure, the NCBN has developed a series of scientific protocols to address a variety of natural resource issues appropriate to coastal locations, including the use of state-of-the-art GPS equipment to determine shoreline position. Although this methodology has not been used to specially address wetland shoreline, it will provide a readily visible overall assessment of temporal changes in wetland shoreline position over time.

Methods: Surveys are conducted using a sub-meter GPS receivers, and is capable of post-processed differential correction, or can accommodate real-time differential-correction of the survey points, such as the Trimble GeoXT or GeoExplorer® 6000 Series GeoXH Handheld. Position. Data is then post-processed and later manually corrected for obvious systematic errors. This included corrections of loops, obvious errant nodes, and clusters of nodes caused by surveyor pauses. The NCBN shoreline protocol (Psutty et al. 2010) includes a number of standard operation procedures (SOP) that detail appropriate GPS shoreline position methodology.

The NCBN shoreline position methodology was defined for beaches and sand dunes and must be adjusted to conform to the tidal wetland typical profile represented on Figure 5.1. For wetlands

shoreline position, the survey follows the top of the area between the edge of the vegetated low marsh (approximately at MTL) and MLW.

(B) TIDAL WETLAND SHORELINE CONDITION ASSESSMENT

(1) Purpose

The purpose of tidal wetland shoreline condition assessment is to:

- Determine wetland shoreline condition
- Observe changes and damage to wetland shoreline features
- Compare the level of the wetland shoreline against markers/visual indicators used to assess if trigger levels for intervention have been reached

Observations should be made where the water body adjacent to the shoreline must be a tidally influenced creek or open bay with a minimum width of 30 m. This criterion will ensure that the water body has sufficient surface area and fetch to be exposed to wave and erosion energies.

(2) Description

The tidal wetland shoreline condition assessment involves visual inspection of the shoreline for presence of structures, recording each inspection including assessed condition grade in a standardized inspection form and supported with fixed aspect digital photographic records at a minimum of each transect using a GPS enabled camera with photos taken from the same position and of the same view, etc. for each survey as well as measurements of creek bank erosion.

Shoreline condition is assessed with two metrics: shoreline alterations and bank erosion in tidal creeks. Both of these metrics are assessed at the plot locations adjacent to wetland shoreline (see Sample Survey Plan for Wetlands in Appendix C).

Shoreline alterations include presence of built structures or non-natural materials along the shoreline at transect points, such as bulkheads, old wharfs, rip rap, but not natural materials such as shell, debris and living shorelines.

Erosion of tidal creek banks is determined following the procedure detailed in the SSIM and would be used when more refined study of the wetland erosion is required.

Following the SSIM methodology, the largest one to two tidal creeks within each marsh complex or facility that have eroded since 1974 (determined by comparison of georeferenced 1974 aerial images to 2012 post-Sandy aerial images for marsh loss) are chosen. Along the closest bank or edge of the selected tidal creek(s), random numbers as number of paces along edge are used to locate transects. Each transect includes three erosion pins installed from creek edge into marsh, perpendicular to the marsh shoreline. Creek bank shoreline is defined as the border between

unvegetated and vegetated (live, emergent vegetation stems that at peak growing season June-August are not shorter than 30 cm, and that are at least 50 cm from the nearest other vegetation proceeding from shoreline waterward).

From the first pin (most waterward), approximate perpendicular angle is estimated to the creek edge direction, and the next two pins are placed at 3 m (~10 ft) and 6m (~20 ft) proceeding towards the interior marsh.

In this manner, 5 transects of three pins at each permanent study site would be installed per shoreline/creek bank site, and photographs of adjacent creek bank would be taken at installation/baseline.

Rates of net change would be averaged for a permanent study site (n=5), and compared among sites for each time interval. Net change will be change in distance of creek bank edge to each pin (baseline-distance at subsequent time intervals). Erosion pins will be measured annually in June (when baseline will be installed).

(C) TIDAL WETLAND SHORELINE PROFILING

(1) Purpose

The purpose of tidal wetland shoreline profiling is to:

- Determine wetland shoreline profile with respect to a reference base line
- Determine wetland shoreline surface elevation (e.g. change in grading; areas of deposition/erosion of fine/coarse sediment)
- Observe changes and damage to shoreline features (e.g. vegetated marsh, mudflats)
- Compare the level of the shoreline against markers/visual indicators used to assess if trigger levels for intervention have been reached

(2) Description

Transect intervals should be set based on the monitoring need for the wetland shoreline and the number of transects taken should be frequent enough to distinguish alongshore variation of marsh profiles. This will depend on the nature of the shoreline that is being inspected and will be indicated in the scope of work provided to the consultant. Each transect should cover the full profile from upland-high marsh transition zone down to MLLW. A minimum of three readings along the shore parallel contours shall be obtained for each transect. The selected spacing will depend on the nature of the shoreline, however, shall be such that a meaningful shoreline profile can be developed.

Shoreline position is taken from a reference base line such as a vertical datum or existing permanent structure on the upland area. A sample is shown on Figure C-16 in Appendix C.

(D) MARSH VEGETATION AND HABITAT CONDITION ASSESSMENT

(1) Purpose

The purpose of the marsh vegetation and habitat assessment is to broadly characterize the vegetation cover and structure and to identify invasive species present and assess extent of invasive species occurrence. Vegetation is major attribute of wildlife habitat which provides valuable social and economic benefits to society through activities such as bird watching or nature observation.

(2) Description

Several metrics are used to assess vegetation condition including: dominant species, presence of invasive species, presence of rare or endangered plants, and special wetland communities. Each inspection including assessed condition grade is recorded in a standardized inspection form and supported with digital photographic records.

For consistency with the NYCDPR long-term monitoring, marsh vegetation assessment will follow methods similar to those described in the SSIM.

Methods: Vegetation is characterized in twenty 1 m^2, randomly placed quadrats at each study site. Quadrats are randomly selected among plots illustrated on Figure C-12 in Appendix C. Quadrat locations are selected from pre-established plots as shown in Appendix C of this manual as Figure C-12. Each quadrat will be assessed using visual percent cover estimates for each of the dominant species observed. In addition, stem heights and densities per species are measured in each quadrant.

From these measures, species richness is calculated (# species/plot) and individual and total percent cover is estimated. Additionally, average stem height and density are calculated and compared among sites. To determine change in vegetation communities in each study site over time, nonparametric statistical analyses are used given that the data are not normally distributed.

The vane shear test is an in-situ geotechnical testing methods used to estimate the undrained shear strength of fully saturated clays without disturbance. The test is described in the SSIM and will be used as an indicator of change in belowground biomass for the WFMMS and help identify vulnerability to erosion.

(E) POOL EXPANSION AND HISTORICAL WATERWARD EROSION

(1) Purpose

The purpose of the pool expansion and historical waterward erosion is to evaluate and score the severity of loss of wetland surface area.

(2) Description

Pool expansion and historical waterward erosion would follow a detailed procedure described in the SSIM and would be used when more refined study of the wetland erosion is required. NYCDPR analyzed waterward shoreline loss of marsh area was analyzed in GIS by comparing historical

shorelines mapped by the New York State Department of Environmental Conservation (NYSDEC) in 1974 with a recent map of the shoreline edge created using 2012 aerial photography (see Digital Aerial Photography below). An average annual rate of shoreline marsh area loss (or gain) was calculated based on the change in shoreline observed between 1974 and 2012. NYCDPR compared six sites across the city and categorized the amount of shoreline loss from low to high rates of loss using 1-5 scale. Similar trend analysis would be conducted for each marsh complex to identify actively expanding pools before proceeding with the field measurements described below.

Following the methodology described in the SSIM, two or three pools would be selected for measurement of change over time at each marsh complex or facility. Pools will be GPS'd and a GIS shapefile will be created indicating locations of pools. Pools should be measured in spring for maximum length, maximum width, and depth at a fixed point, and an erosion pin should be placed at each pool at a clear pool perimeter.

As with the SSIM, parameters are chosen to best reflect change in surface area over time. Maximum length and width reflect any change that occurs (expansion or contraction) over time, though not at a given point. Depth of pool is too difficult to assess and therefore depth data is collected as a crude metric to detect large changes or fluctuations; more as a qualitative metric rather than quantitative.

(F) DIGITAL AERIAL PHOTOGRAPHY

(1) Purpose

Digital aerial photography is used to evaluate long term trends in wetland shape and recession rates or large changes due to a catastrophic event such as Hurricane Sandy. Historical shorelines mapped by the NYSDEC in 1974 or 2012 post-Sandy aerial photographs can be used as a baseline for comparing wetland changes. Where required, special features such as false color infrared images may be used to detect features such as changes in vegetation communities, algal blooms in wetland ponds, which are indicative of water quality issues and habitat value.

(2) Description

Fully georectified digital images in both visible and infrared spectrums are captured typically from a light aircraft, though unmanned aerial vehicles may also be used. These are prepared in full 3D control using a combination of surveyed ground control points, base mapping and terrain models.

For photos to be used to assess wetland features, it is preferable to undertake flights when tide levels are lowest each time and future flights should endeavor to occur at about the same time of year each time.

According to the NYCDPR SSIM QAPP, georeferenced 1974 aerial images to 2012 post-Sandy aerial images can be used to provide baseline data.

(G) TOPOGRAPHIC SURVEY

(1) Purpose

To determine design-level, construction, post-construction and post event topography.

The purpose of a topographic survey is to determine changes in wetland shoreline levels and morphology. The survey should determine the elevation of the low marsh, where *Spartina alterniflora* dominates, middle-high marsh where *Spartina patens*, and *Distichlis spicata* dominates, including the MHW and MHHW benchmark as well as breaks in slope. Accurate topography must be determined to insure adequate wetland community development following wetland construction or restoration activity.

Topographic surveys should also include survey of Surface Elevation Table (SET) that monitor changes in marsh surface elevation, where NYCDPR has installed them.

(2) Description

Topographic surveys should be undertaken by a licensed surveyor using a land-based RTK-GPS topographic survey system or LiDAR, from which profiles are then extracted. The RTK-GPS and LiDAR surveys should be supplemented with tidal wetland shoreline profiling. The NPS has developed a protocol to conduct GPS-based coastal topography surveys that includes a series of SOPs describing the details of the process (Psuty et al. 2012). Accuracy varies significantly depending on conditions, but vertical accuracy of +/-6 in., horizontal accuracy of +/-3 ft are considered satisfactory.

Upon completion, in addition to the CAD survey file, the survey should be accompanied by a detailed survey report that includes survey metadata and details of every survey control point used. The survey report will be incorporated into the inspection report deliverable. In addition, the survey should be supported with fixed aspect photographic records using a GPS enabled camera with photos taken from the same position and of the same view, etc.

The survey transects used should also include the erosion pin transects described under Tidal Wetland Shoreline Condition Assessment [(5.1.4 (B)] as well as vegetation assessment quadrats described under Marsh Vegetation and Habitat Conditions Assessment [5.1.4 (D)] so elevation data can be correlated with the collection of vegetation type data (species present and percent cover) at each RTK point.

5.2 TYPES OF INSPECTIONS

5.2.1 Baseline Inspection

(A) PURPOSE

The Baseline Inspection serves as the basis of the WFMMS. The primary purpose of the Baseline Inspection is to assess the general overall condition of the wetland in order to establish a comprehensive initial baseline survey of wetland attributes in pre-defined locations at a particular point in time (i.e. a snapshot). Baseline Inspections are performed for wetlands which have never been inspected or wetland survey data is not available or incomplete.

(B) SCOPE OF WORK

The scope of a Baseline Inspection includes the following wetland inspection components:

- wetland shoreline position
- tidal wetland shoreline condition assessment
- vegetation condition assessment
- pool expansion and historical waterward erosion
- topographic survey

Tidal wetland shoreline condition assessment should be performed at site-specific intervals corresponding to plot locations determined by the survey grid as shown on the NACSMA sampling protocol (see Figure C-12 in Appendix C). Baseline topographic survey may also may be conducted using remote sensing tool such as LiDAR, where appropriate vertical accuracy is available.

Additional surveys and investigations may be undertaken during the Baseline Inspection as required to support the overall program requirements and intent. The inspection components listed above are the minimum required to satisfy the requirements for a wetland Baseline Inspection under the WFMMS.

The inspection data are used as the basis for satisfying the following primary goals of the Baseline Inspection:

- Confirmation of overall dimensions, wetland characteristics, and other physical features
- An overall condition assessment rating for the wetland and its components
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Baseline Inspection is the Baseline Inspection report, as defined in Chapter 7 of this manual.

5.2.2 Routine Level Inspection

(A) PURPOSE

The Routine Inspection is similar to the Baseline Inspection in most aspects and serves as the basis of the WFMMS. The primary difference between the Routine Level and Baseline Inspections is that for Routine Level Inspections the wetland condition will be compared with previous inspection results in order to determine general trends and overall health of the wetland.

Routine Level Inspections are typically performed on a regularly-scheduled basis, and represent a proactive, rather than a reactive, approach to maintenance. By conducting Routine Level Inspections on a regular basis, changes to wetland conditions over time can be detected so that remediation/mitigation measures can be planned and implemented in a timely manner. The data collected from Routine Level Inspections can be used to help define appropriate trigger levels for when intervention may be required. For instance, trigger levels may be observation of loss of just a few square meters of marsh area or extensive or rapidly developing invasive species cover. These triggers may be followed by the implementation of an invasive plant control program.

Unlike repairs to hard structures, the rehabilitation or restoration of wetlands typically needs to be done on a system-wide basis and covers a much larger area. As such, restoration of wetlands requires extensive planning and studies over a long term period prior to any construction taking place.

(B) SCOPE OF WORK

The scope of a Routine Level Inspection includes the following wetland inspection components:

- wetland shoreline position
- tidal wetland shoreline condition assessment
- vegetation condition assessment
- pool expansion and historical waterward erosion
- digital aerial photography
- topographic survey

Tidal wetland shoreline condition assessment should be performed at site-specific intervals corresponding to plot locations determined by the NACSMA sampling protocol (see example Figure C-12 in Appendix C).

Additional surveys and investigations may be undertaken during the Routine Level Inspection as required to support the overall program requirements and intent. The inspection components listed above are the minimum required to satisfy the requirements for a wetland Routine Level Inspection under the WFMMS.

The primary objective of the Routine Level Inspection is to evaluate changes in the wetland profile, health and to assess whether trigger levels have been reached. The inspection data are used as the basis for satisfying the following primary goals of the Routine Level Inspection:

- An overall condition assessment rating for the wetland and its components
- Comparison with previous inspection findings and results
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Routine Level Inspection is the Routine Level Inspection report, as defined in Chapter 6 of this manual.

5.2.3 Rapid Level Inspection

(A) PURPOSE

Rapid Level Inspections are short duration investigations for emergency or immediate issues that need to be addressed that are not attributable to a specific event, or to provide a quick general condition assessment of the wetland as part of a regular maintenance program. They may also be conducted to provide preliminary information regarding a wetland for which no previous reports or records are available and where a Baseline Inspection may not be possible. The primary purpose of a Rapid Level Inspection is to confirm the general health of the wetland, determine general wetland characteristics, and to determine if further attention to the wetland is necessary.

(B) SCOPE OF WORK

The scope of a Rapid Level Inspection includes the following shoreline inspection components:

- tidal wetland shoreline condition assessment
- vegetation condition assessment

Tidal wetland shoreline profiling should be performed at site-specific intervals focused on potential problem areas identified through the use of geographic information systems or aerial photography. Vegetation condition assessment should identify dominant species cover.

The Rapid Level Inspection is performed to determine the general wetland condition, wetland composition, presence of invasive vegetation, and to determine whether trigger levels for intervention have been reached.

The inspection data are used as the basis for satisfying the following primary goals of the Rapid Level Inspection:

- An overall condition assessment rating for the wetland and its components
- Comparison with previous inspection findings and results, if available
- Recommended actions, including the need for any Engineering Investigation or Design-Level Inspections, and associated order-of-magnitude cost estimates
- The scope of the Engineering Investigation or Design Level Inspection, if required
- The recommended type and time interval to the next inspection

The deliverable for the Rapid Level Inspection is the Rapid Level Inspection report, as defined in Chapter 6 of this manual.

5.2.4 Design Level Inspection

(A) PURPOSE

The purpose of the Design Level Inspection is to establish a comprehensive baseline survey across pre-defined wetland shoreline profile locations in support of the design of a wetland restoration project.

(B) SCOPE OF WORK

The scope of a Design Level Inspection includes, at minimum, the following wetland inspection components:

- tidal wetland shoreline condition assessment
- vegetation condition assessment
- topographic survey

Tidal wetland shoreline condition assessment should be performed at site-specific intervals corresponding to plot locations determined by the NACSMA sampling protocol (see example Figure C-12 in Appendix C).

Additional surveys and investigations may be undertaken during the Design Level Inspection as required to support the overall design requirements and intent. The inspection components listed above are the minimum required to establish a baseline condition of the wetland prior to the implementation of a wetland restoration or of shoreline protective measures, such as living shorelines.

The deliverable for the Design Level Inspection is the Design Report, as defined in Chapter 6 of this manual.

5.2.5 Construction Inspection

(A) PURPOSE

The purpose of the Construction Inspection is to verify that the newly restored or constructed wetland is in accordance with the construction documents and environmental permit requirements if applicable.

(B) SCOPE OF WORK

The scope of a Construction Inspection typically includes the following wetland inspection components:

- tidal wetland shoreline profiling
- vegetation condition assessment
- topographic survey

Tidal wetland shoreline profiling should be performed at intervals required to verify the ongoing construction in accordance with design criteria and drawings.

Additional surveys and investigations may be undertaken during the Construction Inspection as required to support the overall or specific design requirements and intent. In some cases, the inspection components listed above may not be required to verify the construction and should be substituted as appropriate.

The deliverable for the Construction Inspection is a Daily Construction Report as defined in Chapter 6 of this Manual, and where applicable, a punch list of issues to be resolved by the contractor.

5.2.6 Post-Construction Inspection

(A) PURPOSE

The purpose of the Post-Construction Inspection is to establish a comprehensive baseline survey across pre-defined wetland profile locations after the completion of the newly restored or constructed wetland. Inspections will typically need to be coordinated with mitigation monitoring requirements specified in environmental permits and may include additional components, such as an assessment of the buffer condition.

(B) SCOPE OF WORK

The scope of a Post-Construction Inspection typically includes the following wetland inspection components:

- tidal wetland shoreline profiling

- tidal wetland shoreline condition assessment
- vegetation condition assessment
- pool expansion and historical waterward erosion
- topographic survey

Tidal wetland shoreline profiling should be performed at intervals required to verify the ongoing construction or adherence to design criteria and restoration objectives. Tidal wetland shoreline condition assessment should be performed with the shoreline profiling to identify and evaluate potential early signs of erosion.

Additional surveys and investigations may be undertaken as part of the Post-Construction Inspection as required to support the overall design requirements and intent. In some cases, the inspection components listed above may not be required to verify the construction and should be substituted as appropriate.

The deliverable for the Post-Construction Inspection is a Post-Construction Inspection Report as defined in Chapter 6 of this manual.

5.2.7 Post-Event Inspection

(A) PURPOSE

Post-Event Inspections are short duration investigations that are conducted following a significant, potentially damage-causing event such as a storm, tsunami, earthquake, flood, or similar event where either a pre-defined wave/water level threshold is reached. The primary purpose of a Post-Event Inspection is to rapidly confirm the condition of the wetland and to determine if further attention to the wetland is necessary as a result of the event. Performing Post-Event Inspections will also improve the understanding of short-term wetland response or resiliency to more extreme conditions by taking a snapshot of the shoreline immediately after the event. The short term response to extreme events may not be captured by future Rapid or Routine Level Inspections which could take place several years after the event.

(B) SCOPE OF WORK

The scope of a Post-Event Inspection typically includes the following wetland inspection components:

- tidal wetland shoreline condition assessment
- vegetation condition assessment
- pool expansion and historical waterward erosion
- topographic survey

Tidal wetland shoreline condition assessment should be performed at intervals required to verify the extent of the damage and inform restoration planning as applicable. The vegetation and pool expansion assessment should be limited to a visual inspection with primary focus on the affected area(s) and areas adjacent to natural shoreline.

5.2.8 Engineering Investigation

(A) PURPOSE

Engineering Investigations are performed for the purpose of collecting more detailed information than normally obtained during Baseline, Routine Level, or Rapid Level Inspections. Investigations may include analysis/identification of potential restoration sites, areas appropriate for shoreline protection measures (living shorelines), and/or additional or focused sampling.

Engineering Investigations are typically performed on an exceptional basis as a result of a recommendation from the Baseline, Routine Level, Rapid Level, or Post-Event Inspection. However, an Engineering Investigation may also be performed concurrently with other types of inspections where appropriate.

(B) SCOPE OF WORK

The scope of an Engineering Investigation may vary widely depending on the objectives of the inspection and/or the nature of the wetland, and may include but is not limited to:

- Investigation to establish site-specific hydrological conditions (elevation, tides, etc.)
- Digital aerial photography
- Investigation to estimate accretion/sediment rates
- Coastal modeling to establish extreme conditions
- Numerical modeling for water quality study
- Sediment transport study
- Water and/or sediment sampling
- Geotechnical investigations
- Physical modeling
- Toxic contamination study
- Marsh restoration study
- Shoreline stabilization study

Engineering Investigation deliverables typically include laboratory/testing reports, and/or reports presenting the results of the detailed inspection and subsequent engineering analysis/modeling.

5.3 CONDITION ASSESSMENT RATINGS

Each facility, system, and component group in the WFMMS shall be given a condition assessment rating following the inspection. The ratings are important in establishing the priority of follow-on actions to be taken. This is particularly true when many systems are included in an inspection program and follow-on activities must be ranked or prioritized due to limited resources. The six terms that should be used to describe the conditions of wetlands are described in Table 5-1.

TABLE 5-1
CONDITION RATINGS FOR TIDAL WETLANDS

Condition Rating	Definition
Good	Wetland is not significantly stressed. Native marsh plants dominate the vegetation, shoreline condition shows very low disturbance with no built structures and signs of active erosion resulting in no apparent effect on wetland conditions and functions.
Satisfactory	Wetland is lightly stressed. Native marsh plants dominate the vegetation with sparse patches of non-native plants, shoreline condition shows low disturbance with few built structures but no signs of active erosion resulting in apparent significant effect on wetland conditions and functions.
Fair	Wetland is moderately stressed. Non-native invasive vegetation is prevalent but does not dominate the marsh, shoreline condition shows moderate disturbance with presence of built structures and some signs of visible active erosion resulting in potential significant effect on wetland conditions and functions. Further investigation is recommended.
Poor	Wetland is stressed. Non-native vegetation dominates the marsh, shoreline condition shows disturbance with presence of built structures and visible active erosion which likely result in a significant reduction in wetland conditions and functions. Further investigation is needed.
Serious/Critical	Wetland is highly stressed. Vegetation is lacking in most area. Shoreline erosion active resulting in recession of marsh, marsh pond area is expanding, shoreline condition shows high disturbance which result in a large loss of marsh area and of functions. Further investigation is needed.

5.4 RECOMMENDED ACTIONS

Recommended actions are typically assigned upon completion of each inspection type. The recommended actions are categorized into the following four general types of actions, which are described below:

- Emergency/Immediate action
- General repair recommendation
- Additional investigation and engineering analysis
- No action

5.4.1 Emergency/Immediate Actions

Emergency/Immediate actions generally require prompt response to prevent unsafe conditions at the wetland site. These actions may consist of barricading access to the wetland to block access or creating a buffer zone to maintain pedestrian safety. The consultant must notify the property owner/manager of immediate actions as soon as they are discovered. The notification must be made by phone or email and shall be immediately followed by a letter from the consultant which describes the condition and recommended actions.

5.4.2 General Repair Recommendations

General repair recommendations are required following the Baseline, Routine Level, and Rapid Level Inspections in order to determine the order-of-magnitude cost estimates for future actions including repair, design, and inspection work.

Salt marsh restoration projects focus on re-establishing appropriate hydrologic regimes, soils, and native wetland vegetation communities through fill removal, re-grading, clean soil placement, native plant installation, erosion control and invasive plant management as well as installing bioengineered shoreline stabilization measures such as "living shorelines."

These recommendations are grouped into two different levels of importance as presented below.

(A) PRIORITY

Priority level actions are recommendations for which no immediate measures are required, but for which further investigations, design, and implementation of interim or long-term repairs should be undertaken. The priority action takes precedence over all other scheduled work and should be implemented within a time frame directed by the consultant performing the inspection. Actual priority wetland projects are determined in consultation with NYCDPR.

(B) ROUTINE

Routine level actions should be undertaken as part of a scheduled maintenance program, other scheduled project, or routine facility maintenance depending upon the action required. The routine recommended actions shall be in accordance with good engineering and industry practice to maintain the wetland and reduce future capital expenses. For example, removal of trash or invasive species could be considered routine if needed on a regular basis.

Postponing routine recommended actions will not compromise the health of the wetland or significantly increase the cost of future remedial action. During the next Routine Level Inspection, the routine level recommended actions should be reevaluated to determine if their status has changed.

The consultant should anticipate that recommended routine actions that consist of repair will likely be implemented one year after the completion of the next Routine Level Inspection.

5.4.3 Additional Investigation and Engineering Analysis

Additional Investigation should be recommended when more information is needed to better determine the overall condition of the wetland, understand the cause and impacts of the observed tidal wetland shoreline movement or health degradation, or to collect data for more in-depth analysis, monitoring, and management of the wetland.

An Engineering Analysis should be recommended when numerical or physical modeling or other detailed studies are required to determine the short and long term impacts of the recommended action(s) or no action, understand the cause and impacts of the observed wetland changes, and for the development of a wetland management plan.

5.4.4 No Action

Recommended when no further action is necessary until the next scheduled Routine or Rapid Level Inspection.

5.4.5 Frequency of Inspections

As part of the recommended actions, the consultant should recommend the type of inspection to be performed and when the inspection should be performed. Guidance on the frequency of inspections is provided in Section 7 of this manual.

6. DOCUMENTATION AND REPORTING

6.1 BASELINE AND ROUTINE LEVEL INSPECTION REPORT REQUIREMENTS

The major objectives of the Baseline and Routine Inspection Reports are to develop a detailed inventory of all accessible systems and components within a facility, provide an assessment of the condition of the waterfront facility, and to provide the detailed information needed to substantiate requests for funding in order to maintain and rehabilitate the waterfront facility. The Baseline Inspection Report also serves as the basis for all future inspections.

The outline presented here shall be used for organizing and writing all Baseline and Routine Inspection Reports. In cases where the requirement only applies to a Baseline or Routine Inspection, this will be clearly indicated. This format should be followed as closely as possible but modified as appropriate to address non-standard conditions.

The guidelines pertaining to the detailed subjects to be presented and their arrangement in the sections of the report are discussed immediately following this outline. Rules regarding pagination, arrangements of illustrations, and format are presented in Appendix C of this manual. The report outline is as follows:

Front Information
- Report Cover
- Title Page
- Executive Summary
- Table of Contents
- List of Figures and Drawings
- List of Photographs
- List of Tables

Section 1.0 – Introduction
- Background/Objectives
- Scope of Work

Section 2.0 – Description of Site
- Site Location
- Description

Section 3.0 – Facility 1
- Facility Description
- 3.1 – System 1 (Example: Hard Structure)
- 3.1.1 – Description
- 3.1.2 – Observed Conditions
- 3.1.2A – Component 1
- 3.1.2B – Component 2
- 3.1.2C – Component 3
- 3.1.3 – Comparison with Previous Inspection Results (for Routine Inspection only)
- 3.1.4 – Further Analysis
- 3.1.4A – Structural Condition Assessment

3.1.4B – Berthing Assessment
3.1.4C – Resiliency to Coastal Flooding
3.1.5 – Recommendations
3.2 – System 2 (Example: Shoreline)
3.2.1 – Description
3.2.2 – Observed Conditions
3.2.2A – Shoreline Component 1
3.2.2B – Shoreline Component 2
3.2.2C – Shoreline Component 3
3.2.3 – Comparison with Previous Inspection Results (for Routine Inspection only)
3.2.4 – Further Analysis
3.2.5 – Recommendations
3.3 – System 2 (Example: Wetlands)
3.3.1 – Description
3.3.2 – Observed Conditions
3.3.2A – Wetland Component 1
3.3.2B – Wetland Component 2
3.3.2C – Wetland Component 3
3.3.3 – Comparison with Previous Inspection Results (for Routine Inspection only)
3.3.4 – Further Analysis
3.3.5 – Recommendations

Section 4.0 – Facility 2

For additional facilities, repeat the format as shown for Facility 1.

Section 5.0 – Summary of Recommendation Actions and Estimates

Appendices

A - Key Personnel
B - Calculations
C - Backup Data for Cost Estimates
D - References
E - Field Notes

6.1.1 Front Information

(A) REPORT COVER AND TITLE PAGE

The format for the specific information to appear on the report cover and title page is presented in Appendix C of this manual.

(B) EXECUTIVE SUMMARY

The Executive Summary is a self-contained synopsis of the complete report. Accordingly, it shall be understandable without reference to the text, figures, or tables that are in the main body of the report.

The Executive Summary shall be written with the assumption that the reader is not an engineer and has no prior knowledge of the facilities and its systems or components. The Executive Summary should be a clear and concise summary of the inspection findings and should not be used for

introductory statements, inspection objectives, descriptions of the facilities or the inspection, or anything other than a concise summary of structural conditions found, significant actions recommended, and estimated costs of upgrades or repairs. Conclusions and recommended actions must be stated briefly and explicitly. These must be supported by the findings as documented in the text, figures, photographs, tables, and appendices that appear in the report. If any facility is being downrated, it must be so stated in the Executive Summary. When possible, the text should be limited to a single page and tables shall be used to summarize the information. The other information should be provided elsewhere in the report.

The narrative in the Executive Summary shall include the following key information:

- Overall condition rating for each facility
- Condition assessment rating for each system with brief description justifying the assigned rating
- Brief narrative on the adequacy of the system for its present and intended future functions
- Brief narrative on the facility's existing elevations, comparison to the current FEMA base flood elevation(s), and its resiliency (or lack thereof) to the effects of climate change
- Identifiable short or long-term trends for shorelines and wetlands (ie. erosion or widening of beach, etc.)
- Recommended actions, including a brief narrative on the ability for the facility to be repaired, upgraded, or replaced, and its resiliency to the effects of climate change. Where replacement is recommended over repairs or upgrades, clear justification shall be provided.
- Opinion of probable costs for recommended actions
- For Baseline Inspection reports only, provide an order-of-magnitude estimate for the in-kind replacement of the facility
- Dates for when recommended actions should be completed by
- Next recommended type of inspection and timeframe for when it should be undertaken

A table containing the summary of conditions and opinion of probable costs shall be provided at the end of the Executive Summary after the narrative. This table shall include the names of the facilities that were inspected, names of the systems included under each facility, the condition assessment rating for each system, and the opinion of probable costs for the recommended actions for each system. A sample summary table is shown below.

TABLE 6-1
SAMPLE TABLE: SUMMARY OF CONDITIONS AND OPINION OF PROBABLE COSTS

Facility Name and Condition	System Name	Condition Rating	Opinion of Probable Costs for Recommended Actions			
			Immediate	Priority	Routine	Total
Facility A Fair	North Pier	Poor	$ 0	$250,000	$750,000	$1,000,000
	South Pier	Serious	$ 0	$500,000	$825,000	$1,325,000
	Bulkhead btwn North and South Piers	Fair	$ 0	$150,000	$500,000	$650,000
Facility B Fair	50th Street Pier	Good	$ 0	$ 0	$150,000	$150,000
	North Revetment	Satisfactory	$ 0	$5,000	$200,000	$205,000
	South Bulkhead	Critical	$50,000	$3,000,000	$425,000	$3,475,000
Note: Presented costs include hard and soft costs. For details on the applied markups, see Section X.X.						

A second table summarizing the recommended actions, dates in which the recommended immediate and priority action(s) should be completed by, the next recommended inspection type, and the timing for the next inspection shall also be provided. A sample summary table is shown below.

TABLE 6-2
SAMPLE TABLE: SUMMARY OF RECOMMENDED ACTIONS AND INSPECTIONS

Facility Name	System Name	Recommended Inspection		Implementation Dates for Recommended Actions	
		Type	Date	Immediate	Priority
Facility A	North Pier	Routine	March 2019	N/A	FY 2017
	South Pier			N/A	FY 2017
	Bulkhead btwn North and South Piers			N/A	FY 2017
Facility B	50th Street Pier	Routine	March 2021	N/A	N/A
	North Revetment			N/A	FY 2017
	South Bulkhead	Rapid	June 2016	March 2016	FY 2017

The recommended implementation date for Priority actions shall be the fiscal year in which construction for the recommended action needs to start by. Unless otherwise noted, the fiscal year starts on July 1st and ends on June 30th of the following year. All funding requests, design, permitting, and other front-end activities shall already be accounted for in the provided date. For Immediate actions, the specific month and year for when the action needs to start being implemented by should be provided. More specific dates or timeframes may be indicated as appropriate for engineering investigations.

(C) TABLE OF CONTENTS

The Table of Contents shall list each divisible part of the report (i.e., sections, subsections, and appendices) with its corresponding page number. The Table of Contents for this manual is an example. The order in which the sections are presented in the manual should be duplicated in all Baseline and Routine Inspection reports. There must be a separate chapter for each facility named in the scope of work, and a subsection (i.e., 3.1, 3.2, etc.) for each system. Appendices to be included in the Baseline and Routine Inspection reports are described in Section 6.1.6.

(D) LIST OF FIGURES AND DRAWINGS

The List of Figures shall list each figure title with its corresponding page number. An example List of Figures is provided after the Table of Contents of this manual. All other requirements and suggestions regarding the formatting and arrangement of figures are detailed in Appendix C of this manual.

(E) LIST OF PHOTOGRAPHS

The List of Photographs shall list each photograph description with its corresponding page number. All other requirements regarding photographs are detailed in Appendix C of this manual.

(F) LIST OF TABLES/DATA

The List of Tables shall list the title of each table, with its corresponding page number. An example is provided after the List of Figures of this manual. All other requirements regarding tables are detailed in Appendix C of this manual.

6.1.2 Chapter 1 – Introduction

Chapter 1 shall provide the reader with an introduction to the project. It should include:

- a description of the authorization to perform the work,
- the scope and objectives of the work,
- the make up of the inspection team,
- the period during which the inspection was carried out,
- the level of inspection effort,
- the inspection methods and equipment utilized,
- sources of information, and
- reference to previous inspections, if any.

Also include, if appropriate, any background information that may explain why the inspection was performed and/or what findings may have been anticipated.

6.1.3 Chapter 2 – Description of Site

The purpose of Chapter 2 is to familiarize the reader with the site where the inspections were performed. Specific items to be mentioned include the complete site name, its use, and a description of the location. The text is supplemented with a set of color maps showing the location of the site. Preferably, three maps shall be included. The first shall be a Location Plan showing the site location within the New York City region. The second map shall be a Site Plan showing the site location with respect to nearby major roads and highways. The third map shall be a Facility Plan showing all of the facilities being inspected. This map should include major buildings and roads as landmarks to orient the reader to the facilities being inspected and should outline each facility's boundary. If the site and facility are one in the same then the Site and Facility Plans may be combined into a single Facility Plan. Examples of these maps are provided on Figures 6-1, 6-2, and 6-3.

A figure showing the facility hierarchy breakdown shall be provided immediately following the Facility Plan. Samples for a hierarchy of facility were provided on Figures 2-3 and 2-4. The facility and system names on the plans, hierarchy breakdown, and subsequent report sections must be consistent.



LOCATION PLAN
SCALE: 1"=2500'

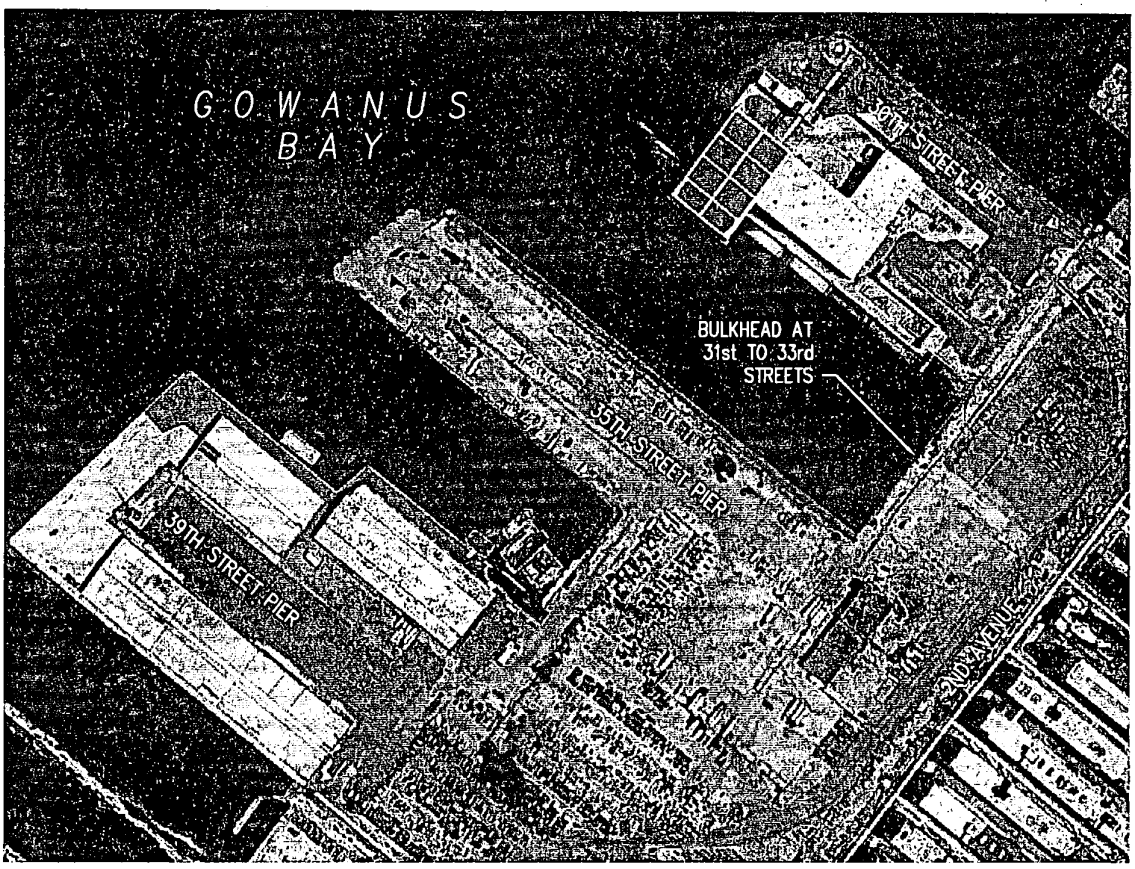
0 2500 5000 FT.
1"=2500'

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
SOUTH BROOKLYN MARINE TERMINAL, BROOKLYN
LOCATION PLAN

CONSULTANT'S
NAME AND LOGO

FIGURE 6-1
SAMPLE LOCATION PLAN

6-7



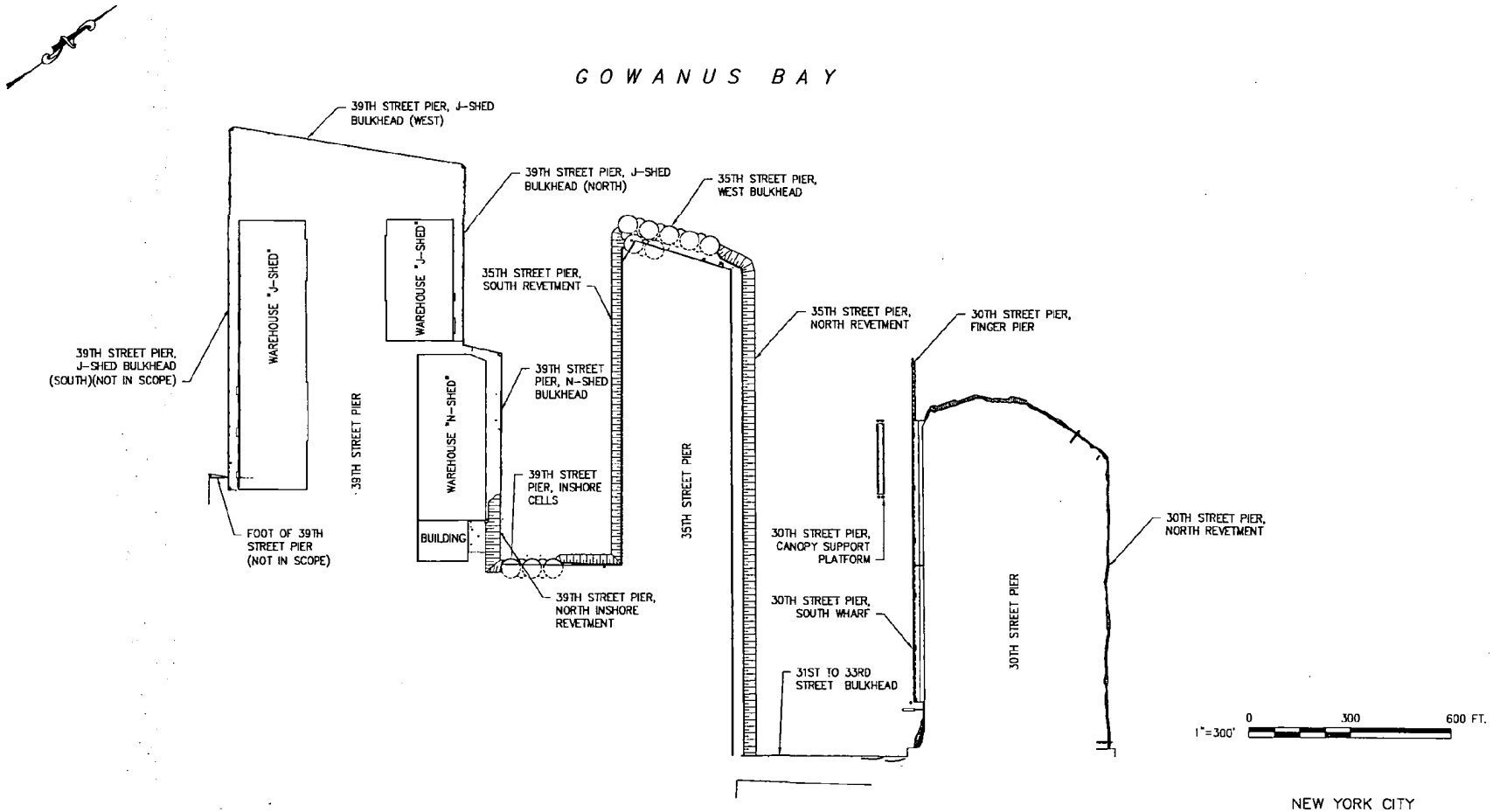
SITE PLAN
SCALE: 1"=500'

0 500 1000 FT.
1"=500'

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
SOUTH BROOKLYN MARINE TERMINAL, BROOKLYN
SITE PLAN

CONSULTANT'S
NAME AND LOGO

FIGURE 6-2
SAMPLE SITE PLAN



FACILITIES PLAN
SCALE: 1" = 300'

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
SOUTH BROOKLYN MARINE TERMINAL, BROOKLYN
FACILITY PLAN

CONSULTANT'S NAME AND LOGO

FIGURE 6-3
SAMPLE FACILITY PLAN

6.1.4 Chapter 3 – Inspection of Facility 1

The introductory paragraph for Chapter 3 should present a brief statement to acquaint the reader with such basic information as when the facility was built, the agency responsible for the facility, previous inspections (both above and underwater), major modifications that have been made, and major maintenance that has been performed. One or two photographs depicting the overall topside view of the facility should be included.

The remaining portion of the chapter shall be constructed so that each system inspected at the facility is covered in five separate sequential subsections. The pattern of five subsections shall be repeated for each system. Each system will have a designated name (i.e. Pier 4, Bulkhead Between Station 1+00 and 9+00, etc.) which also serves as the heading for Section 3.1. The five subsections under each system are:

Section 3.1 – System Name

- Section 3.1.1 - Description of System
- Section 3.1.2 - Observed Conditions
- Section 3.1.3 - Comparison with Previous Inspection Results
- Section 3.1.4 – Further Analysis
- Section 3.1.5 - Recommended Actions

(A) DESCRIPTION OF SYSTEM

The system type shall be clearly stated in this subsection. The list of available system types for the WFMMS are contained in Table 2-1.

Present all the information needed to document the geometric shape of the system; the dimensions; the materials of construction; and the shape, arrangement, and dimensions of its components. This information shall be summarized in an asset inventory table which shall include a listing of all components in the system along with relevant their relevant quantities. For components that were not inspected or not accessible, this should be stated. A sample asset inventory table is shown below.

The data contained in the asset inventory table will be used to populate the relevant inventory entry fields in the WFMMS application.

TABLE 6-3
SAMPLE TABLE: SYSTEM ASSET INVENTORY

Component	Description	Unit	Quantity
Steel pipe pile	24 in. diameter x 0.5 in. WT	EA	15
Timber bulkhead	Inaccessible	-	-
Concrete pile cap	Concrete cap	LF	100
Concrete deck	10 in. thick deck	SF	500
Mooring hardware	Bollard	EA	2
Fender System	Extruded rubber fender unit	EA	5

Illustrations depicting plan, section, and elevation views of the system shall be presented to show the present configuration of the components comprising the system. Existing representative profiles shall be shown for shorelines and wetlands at select transects to best convey the overall configuration of the shoreline or wetland being inspected. The following information shall be included on the figures:

- North arrow and key plan on all plan views
- Top of deck, revetment crest, and mudline elevations (at minimum 100 ft intervals) referred to NAVD88
- Tide levels referred to NAVD88 (MLLW, MLW, MHW, MHHW) on all sections and elevations
- Base flood elevation (100-year flood) on all sections and elevations
- Stationing and/or any numbering scheme(s) used during the inspection (if referred to in the inspection findings)
- Areas not within the project scope or which were inaccessible during the inspection

Photographs with explanatory captions shall be used, whenever possible, to augment the description of the system. One or two photographs depicting the overall topside view of the system should be included.

The narrative portion of the "Description of System" shall present summary information on the system's components such as the following:

(1) Hard Structures

- system type (structure type)
- number of pile bents and rows
- number of bearing and batter piles
- length of bulkhead, revetment, etc.
- type and size of decking
- type of fender system and relevant quantities
- type of material for each component
- inaccessible or out of scope components
- interface with other systems
- structure elevation in relation to the base flood elevation (100-year flood)

(2) Shorelines

- length of inspected shoreline
- presence of structures and their overall dimensions along the shoreline (both onshore and offshore)
- general shape, configuration, and composition of the shoreline
- baseline used for the inspection
- inaccessible or out of scope components
- interface with other systems
- beach berm or dune crest elevation in relation to the base flood elevation (100-year flood)

(3) Wetlands

- length of inspected tidal wetland shoreline
- presence of structures and their overall dimensions in the wetland
- general type, hydrology, vegetation cover and composition of the wetland
- most likely wetland functions and ecological services
- inaccessible or out of scope components
- interface with other systems
- wetland shoreline elevation in relation to the base flood elevation (100-year flood)

Where special construction or repair methods have been employed in the past, these shall be explained and supported by drawings or sketches to make clear to the reader exactly how the components are configured.

Since generic terms may be misinterpreted, it is important in the description portion of the report, as elsewhere, to be specific in referring to certain types of components. For example, piles should be qualified as steel sheet piles, concrete vertical piles, timber batter piles, etc. In some cases, it may be necessary to indicate the associated geometric shape. General construction characteristics, such as "concrete-encased H-pile," shall be specified.

(B) OBSERVED CONDITIONS AND RATINGS

The section on Observed Conditions presents, in summary, the status of the system and its components with respect to their soundness and/or degree of deterioration. Each system and component group shall be given a condition assessment rating, as presented in Sections 3.3, 4.3, and 5.3 for hard structures, shorelines, and wetlands, respectively. The condition rating assigned to each system will be used as a measure in determining the adequacy of the system for current and anticipated future functions. Therefore, when assigning a condition assessment rating it is important to note the importance level that has been assigned prior to conducting the inspection.

Descriptions of conditions for all components in the assigned scope of work shall be given. Note deterioration in components due to corrosion, rotting, or spalling, erosion, poor water quality, etc., as appropriate. When noting significant damage, details such as its location, the elevation where the damage is located, extent of affected area, and any quantifiable loss shall be specified. The narrative on the description of conditions should be supplemented with photographs, tables, or figures that clearly identify and locate the observed deficiencies. In tabular information, state the component location, condition, specific defects, and defect location as appropriate. Avoid the use of dittos and arrows where information repeats in a column or row. If a quantity in a column or row is meaningless or not applicable, for a given situation, state this in the table.

The percent of components throughout the system that have experienced comparable degrees of deterioration or damage shall be stated and summarized in tabular form where appropriate. For instance, the number and percent of piles with minor, moderate, advanced, and severe damage grades should be clearly tabulated so that it is clear what percent of the piles supporting the structure is affected and so that an easy comparison can be made to previous inspection results, if the data is available.

Photographs, as well as figures, shall be used to fully convey to the reader the prevailing condition of each component. Photographs and illustrations must be supported by descriptive captions and narrative in the text and should also include general observations. Where a photograph or figure depicts "typical" conditions, this should be clearly stated.

Figures convey information more effectively than photographs, especially when the geometry of the component is too large or complex, or the water is turbid, thereby making the necessary large

scale photography ineffective. Legends may be created for the figures to represent such things as the degree of deterioration of individual components, the level of examination used for designated portions of a system, the shape of individual components, and the type of materials. It is critically important to be complete in all illustrations and matrices of data that are presented. Show each pile, regardless of how many times the same shape may be repeated. Where applicable, separate pile and deck plans shall be prepared.

A complete discussion on photographs and the format of drawings to be included in the report is provided in Appendix C of this manual with examples of typical plans and sections.

The Baseline and Routine Inspection reports are used as a basis to justify the expenditure of funds for rehabilitation. Thus, clear and thorough documentation of all significant structural damage is essential in order to justify and obtain funding for rehabilitation.

Additional guidance specific to hard structures, shorelines, and wetlands is provided below.

(1) Hard Structures

Each system component, whether it was inspected or not, shall have its own subsection (Section 3.1.2.A) in the report. The subsection headings shall match exactly the components listed in the hierarchy of facility breakdown. If any components were buried or otherwise inaccessible, and did not get inspected, it should be so stated. If these areas are of suspect integrity, excavation of the components should be recommended.

The discussion on the observed conditions should include general or typical conditions as well as specific items of damage or deterioration for the inspected components. The information should be presented in a logical sequence, usually from bottom to top, e.g., piles, pile caps, deck beams, deck soffit, deck topside, fender system, mooring fittings, etc.

The total number of components in the structure, number of components inspected, and quantity of components with observed conditions should be indicated. A sample table for piles is shown below.

TABLE 6-4
SAMPLE TABLE: SUMMARY OF CONDITION – TIMBER PILES

Component	Total Number Inspected	Damage Grade							
		Minor		Moderate		Advanced		Severe	
		No.	%	No.	%	No.	%	No.	%
Timber pile	400	200	50	100	25	100	25	0	0

Assemble measurements or parameters, such as the remaining thickness of steel components after corrosion attack, remaining pile diameters, etc. and include it in the field notes section of the

report appendix. A general description of the obtained measurements or parameters should be provided in the narrative and tabularized where appropriate.

Any scouring action that has taken place, conditions of erosion, or environmental effects that have impacted or may eventually impact the structure or any of its components, shall be noted and explained.

At minimum, the following figures associated with hard structures, as detailed in Appendix C of this manual, shall be included in the report, where applicable:

- Pile Plan – for pile-supported structures (may be combined with Framing Plan)
- Framing Plan – for pile-supported structures (may be combined with Pile Plan)
- Deck Plan – for all types of structures
- Elevations – for bulkheads, cells, and wall-type structures
- Cross-Sections – for all types of structures

(2) Shorelines

The discussion on the observed conditions should be based on the performed shoreline inspection components. Each shoreline component shall have its own subsection (Section 3.2.2.A) in the report with a general description on what was done and the relevant observed conditions. The observed conditions shall include at minimum the following:

- Condition of the shoreline components
- Position of the shoreline
- General description of the beach face slope (gentle, mild, or steep)
- General description of the observed wave energy (low, moderate, high)
- Width of the berm ("dry beach")
- Width of the beach ("wet beach" – distance between the wave run-up and run-down as shown on Figure C-13 is to be measured at each transect)
- Composition/features of the shoreline (sand, rocks, gravel, forested, boulders, etc.)
- General description of the grain size (fine sand, coarse sand, gravel shell, etc.)
- Condition of the dune (vegetated, non-vegetated)
- Presence of man-made structures

Profiling is a key component of shoreline inspections. The shoreline profiles that have been obtained at regular intervals shall be clearly presented on 8-1/2 in. x 11 in. or 11 in. x 17 in. figures, as detailed in Appendix C, and included in the field notes section of the appendix. Results from the shoreline profiling shall be summarized in tabular format and presented using the stationing established for the inspection. The narrative shall include general or typical conditions as well as

specific items of notable damage or deterioration along the shoreline. These specific areas shall be located using the appropriate stationing established for the inspection and supported by photographs and/or figures.

A sample table summarizing the shoreline profiles is shown below:

TABLE 6-5
SAMPLE TABLE: SUMMARY OF CONDITIONS – SHORELINE

Survey Date	Station		Description of Shoreline	Photo Reference
	From	To		
11/5/15	0+00	5+00	The beach profile is generally consistent throughout with no visible areas of erosion.	Photo 3-1
	5+00	7+50	Beach width at low tide is less than 10 m	
	7+50	10+00	Beach material is sand/cobbles	Photo 3-2
	10+00	10+50	Sand on the foreshore is soft or hard, color of sand is gray	
11/12/15	10+50	12+50	Beach condition is erosional/stable/depositional	
	12+50	15+50	Beach slope for the underwater portion of beach is steep/ gentle	Photo 3-3
	15+50	17+50	Number of waves and width of the breaking zone is 6+	Photo 3-4

Where the condition of the shoreline is consistent over its length, the shoreline may be divided into longer segments and the condition of each segment shall be presented with applicable photo references.

At minimum, the following figures associated with shorelines, as detailed in Appendix C of this manual, shall be included in the report, where applicable:

- Shoreline Survey Plan
- Shoreline Position Plan
- Beach Profiles

(3) Wetlands

Shoreline condition assessment is a key component of tidal wetland shoreline inspections. The wetland shoreline condition assessments obtained at regular intervals shall be clearly presented on 8-1/2 in. x 11 in. or 11 in. x 17 in. figures, as detailed in Appendix C, and included in the field notes section of the appendix. Results from the wetland shoreline condition assessment shall be summarized in tabular format and presented using the stationing established for the inspection. The narrative shall include general or typical conditions as well as specific items of notable damage or deterioration along the shoreline. These specific areas shall be located using the appropriate stationing established for the inspection and supported by photographs and/or figures.

TABLE 6-6
SAMPLE TABLE: SUMMARY OF CONDITIONS – WETLAND SHORELINE

Survey Date	Station		Description of Wetland	Photo Reference
	From	To		
11/5/15	0+00	5+00	Wetland shoreline and tidal creeks showing significant erosion; sharp slopes and undercut vegetation was observed.	Photo 3-1
	5+00	7+50	Wetland shoreline alterations: in the form of derelict pier potentially exacerbating tidal creek erosion.	Photo 3-2
	7+50	10+00	Wetland shoreline and tidal creeks appears stable, vane sheer test indicative of dense belowground biomass and solid soil.	Photo 3-3
11/12/15	10+00	10+50	Wetland shoreline and tidal creeks showing significant erosion; sharp slopes and undercut vegetation was observed.	Photo 3-4
	10+50	15+00	Wetland shoreline alterations: in the form of derelict pier potentially exacerbating tidal creek erosion.	Photo 3-5
	15+00	17+50	Wetland shoreline and tidal creeks appears stable, vane sheer test indicative of dense belowground biomass and solid soil.	Photo 3-6

At minimum, the following figures associated with wetlands, as detailed in Appendix C of this manual, shall be included in the report, where applicable:

- Wetland Survey Plan – for all wetlands facilities, showing location of assessed areas and other sampling points.
- Wetland Shoreline Profile – for all wetland facilities inspected.
- Wetland Shoreline Position Plan – for all wetland facilities inspected.

(C) COMPARISON WITH PREVIOUS INSPECTION RESULTS (FOR ROUTINE INSPECTIONS ONLY)

Typically, facilities included in the Scope of Work have been previously inspected and therefore have a documented history of inspection and repair. In order to identify both short and long-term trends affecting the facility and/or its system(s), and to determine if previously recommended actions have been carried out, it is important to include a comparison with the previous inspection results. If the previous inspection had no specific recommendations or is vague about the type of deterioration found, it should be so stated in this section. This section of the report should provide a brief summary of the following:

- Date(s) and type of previous inspection(s) dating back to the last Routine Inspection
- Brief description on overall changes to the system, if any, since the last inspection, supplemented by tables and charts as appropriate
- Brief description on any changes to previously assumed or observed deterioration rates
- Summary of previously recommended actions and their current status in a tabular form

- Any other significant changes to the facility or environment that may have affected the system since the last inspection (ie. new construction adjacent to inspected system, etc.)

A typical table summarizing the status of previous recommended actions is shown below.

TABLE 6-7
SAMPLE TABLE: SUMMARY OF PREVIOUS RECOMMENDED ACTIONS FOR SYSTEM 1

Component	Previously Recommended Action (2012)	Current Status (2015)
Steel sheet pile bulkhead	Repair 12 holes in the steel sheet pile bulkhead as a priority action	The bulkhead has not been repaired and the patching of the holes remain a priority action
Asphalt deck	Backfill and re-pave the subsided asphalt deck at Sta. 1+50 as a priority action	The area has not been backfilled and repaved. This item remains a priority action item.
Concrete curb	Repair 25 LF of spalled concrete curb as a routine action	The concrete curb has not been repaired. The curb remains as a routine action item.

Additional guidance specific to hard structures, shorelines, and wetlands is provided below.

(1) Hard Structures

If the previous inspection report included remaining cross-sectional area or thickness measurements of specific members, these parameters should be determined during the current field inspection and compared in this section of the report.

Marine borers are one of the major causes of timber deterioration. This subsection of the report should address trends in the presence of marine borers and indicate whether the level of observed marine borer infestation remains generally the same or has increased since the last inspection.

(2) Shorelines

For shorelines, the comparison of previous inspection results is the most meaningful way to determine short and long term trends that may be affecting the shoreline. Current and all previous beach profiles taken at each transect shall be overlaid onto each other at an appropriate scale so that the reader can clearly see the changes (accretion or erosion), if any, in the beach profile at every transect. When comparing beach profiles, it is preferable if the profiles are from the same month or season of the year in order to minimize effects of seasonal changes that may affect the comparison. A general description of the observed trends shall be provided in tabular form and a summary of the net volume loss or gain along the shoreline since the previous inspection shall be included in the text. Any changes in beach or dune dimensions since the last inspection should be stated. Where longer term

data is available, this should also be presented to establish whether the change is a trend or an isolated condition.

A sample table summarizing the changes in the shoreline condition is shown below:

TABLE 6-8
SAMPLE TABLE: SUMMARY OF SHORELINE CHANGES SINCE LAST INSPECTION

Survey Date	Station		Description of Changes Since Last Inspection	Interpretation
	From	To		
11/5/15	0+00	5+00	There has been no change in the shoreline since the last inspection	
	5+00	7+50	Based on Profile XXXX, the shoreline is experiencing erosion between the MLW and MHW marks.	The total change over the long term (i.e. since 2011) it too low to record a rate of erosion greater than 1 ft/year
	7+50	10+00	Based on Profile XXXX, there are two offshore bar which runs parallel to the shoreline. Offshore bar seems flatter compared to the last inspection	Profile seems under calm summer wave conditions beach is recovering from storm/winter conditions
11/12/15	10+00	10+50	There has been no change in the shoreline since the last inspection	
	10+50	15+00	Beach shape is straight for this section of shoreline	
	15+00	17+50	Beach shape is pocket beach for this section of shoreline	

Whenever shoreline position survey data or satellite imagery are available, either through the public domain or as part of the inspection scope, shoreline positions should be compared historic data to identify any significant changes to the shoreline. The survey or satellite imagery shall be presented side by side to allow for easy comparison of the changes. Where appropriate, the changes shall be highlighted to permit the reader to quickly see the difference(s).

The following figures shall be prepared for shorelines:

- Beach Profiles
- Shoreline Position Plan
- Elevation Change Plan – when survey data is available

(3) Wetlands

For wetlands, the comparison of previous inspection results is the most meaningful way to determine short and long term trends that may be affecting the wetland shoreline. Current and all previous shoreline profiles (as determined by topographic survey or LiDAR) at each transect shall be overlaid onto each other at an appropriate scale so that the reader can clearly see the changes (accretion

or erosion), if any, in the marsh profile at every transect. A general description of the observed trends shall be provided in tabular form and a summary of the net area loss or gain along the shoreline and tidal creeks and in marsh area since the previous inspection shall be included in the text. Where longer term data is available, such as data collected by NYCDPR, this should also be presented to establish whether the change is a trend or an isolated condition as described below.

In addition, erosion pin changes in distance to tidal creek bank edge (net change per transect) will be averaged by permanent study site and compared with previous inspection measurements.

A sample table summarizing the changes in the shoreline condition is shown below:

TABLE 6-9
SAMPLE TABLE: SUMMARY OF WETLAND CHANGES SINCE LAST INSPECTION

Survey Date	Station		Description of Changes Since Last Inspection	Interpretation
	From	To		
11/5/15	0+00	5+00	There has been no change in the shoreline or tidal creek bank since the last inspection	Erosion and accretion is generally in balance.
	5+00	7+50	Based on shoreline profile and condition assessment, significant erosion is observed at the shoreline and measured at tidal creeks.	The total change over the long term (i.e. since 2011) indicates the average rate of erosion could be greater than 1 ft/year
	7+50	10+00	Shoreline profile shows no change, but measurable erosion is observed at tidal creeks.	Tidal creek bank erosion measurements are indicative of developing loss of wetland shoreline
11/12/15	10+00	10+50	Shoreline profile shows no change, but a significant expansion of pool area is observed	Pool expansion is indicative of waterward erosion and loss of marsh surface
	10+50	15+00	Shoreline profile shows no change but average soil shear vane strength is significant lower than previous measurements.	Weakening soil strength is indicative of increasing susceptibility to erosion
	15+00	17+50	Shoreline profile shows no change, but vegetation cover is lower than previous inspection.	Loss of vegetation is indicative of increasing susceptibility to erosion and loss of wetland function

Waterward shoreline loss of marsh area shall be analyzed in GIS by comparing historical shorelines mapped by NYSDEC in 1974 and more recent maps created by NYCDPR from 2012 aerial photography described in the SSIM or more current satellite imagery if available. The rate of shoreline marsh area loss (or gain) can be calculated based on the change in shoreline observed between current aerial mapped conditions and those of previous maps. Each inspected wetland site can be compared to sites across the city and the amount of shoreline loss can be categorized from 1-5 corresponding to low to high rates of loss.

NYCDPR is planning to implement this approach at six specific long term monitoring sites. Monitoring loss of marsh shoreline at other site will allow for identification of specific shoreline area and prioritization and planning of shoreline restoration.

The following figures shall be prepared for wetlands:

- Wetland Shoreline Profiles
- Elevation Change Plan – when survey data is available
- Wetland Shoreline Position Plan (can also show changes in marsh pond area)

(D) FURTHER ANALYSIS

(1) Hard Structures

This section shall include the following subsections:

- Structural condition assessment
- Berthing assessment
- Resiliency to the effects of climate change

(i) Structural Condition Assessment

Under this subsection, a quantification of the load carrying capacity of the structure shall be made. In some cases, the structure's load carrying capacity will be specified on the available design or as-built drawings, or will have been performed as part of a previous inspection or engineering investigation. If the existing load carrying capacity of the structure is based on a previous load rating, analysis, or other source, this shall be clearly stated and listed under the references in Appendix D of the report. The consultant shall provide an updated load carrying capacity for the structure based on the observed conditions, as appropriate. If the observed deterioration or conditions do not warrant any reduction in the load carrying capacity of the structure, this shall be stated in the report.

In cases where the structure's load carrying capacity is not indicated or readily available, the consultant shall perform the necessary analysis to determine its load carrying capacity. The supporting analyses and calculations shall be presented in Appendix B of the report and reinforced by data and information from other appendices, as appropriate, to substantiate estimates of load carrying capacity. The specific elements, such as bearing piles or batter piles, involved in limiting the capacity of a structure shall be identified and the relative impact of their condition on the overall capacity of the structure shall be assessed.

Determination of load carrying capacity is limited, in most cases, to calculations for individual elements or, at most, to particular sections of a whole structure if the section is in critical condition. Normally, the vertical load carrying capacity is calculated for individual bearing piles. In the case of sheet pile bulkheads, the lateral or longitudinal capacity is to be estimated in very general terms.

Calculation of berthing, mooring, wind, wave, ice, seismic, and current loads are not part of the Baseline or Routine Inspection reports.

The consultant shall provide a capacity versus time graph similar to that shown on Figure 6-4. The graph must show the allowable load for the structure versus service life. Present and future loading conditions should be shown to indicate the capacity for various uses of the structure. For timber and concrete components, the plot should be determined using rates of deterioration calculated from previous inspections or based on available historic data. For steel components, the deterioration rates contained in Appendix D of this Manual should be used, unless historic data is available. Where appropriate, an Engineering Investigation may be recommended for concrete components to obtain additional data so that a rate of deterioration can be estimated. If no previous data exists, the consultant shall provide three separate curves using pessimistic, anticipated, and optimistic deterioration rates. Using this anticipated deterioration curve, the consultant shall determine the remaining useful service life of the structure in years. This value is calculated as the number of years until the capacity of the structure reduces to the combined dead and live loading of the structure. An example of the calculations used to obtain the curve on Figure 6-4 and the structure's service life is provided in Appendix E of this manual.

Tables should be included to summarize the inspection and assessment of the structure. In cases where different parts of a structure have different capacities, a Load Rating Plan that graphically represents load restrictions shall be included to accurately convey the situation. Further explanation, and an example of a Load Rating Plan is included in Appendix C of this manual.

Physical measurements that were made, such as thickness of materials, shall be presented and their meaning and implication explained. Units used to quantify physical measurements of data and parameters derived from computations shall be consistent and, where feasible, interrelationships between quantities shall be spelled out, e.g., "...the vertical piles... retain a capacity of 14.8 tons, which corresponds to a live load capacity of 250 psf for the deck."

Where formulas are used, the definitions and nomenclature shall be given, as well as a reference and a general statement about the meaning of the formulas. Likewise, any potentially unfamiliar terms used in the discussions shall be defined.

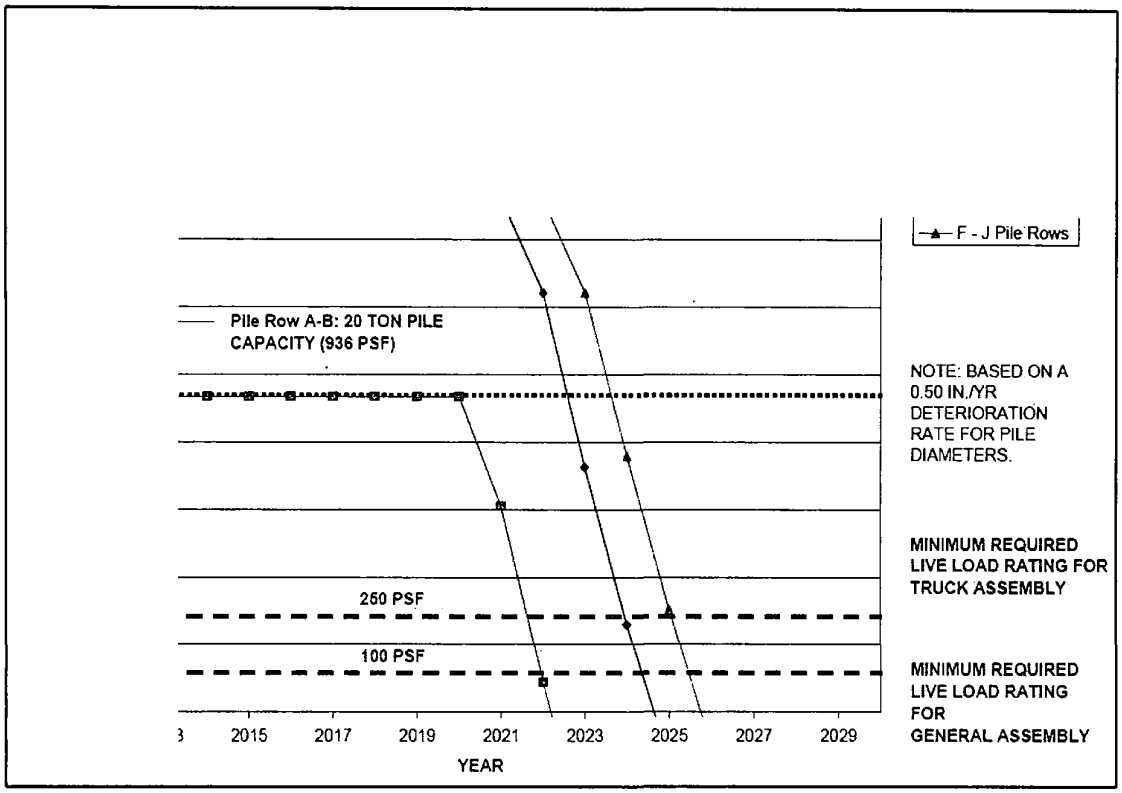


FIGURE 6-4. SAMPLE FIGURE: REMAINING ALLOWABLE LIVE LOAD CAPACITY

Measurements that were made during an inspection, such as thickness of steel, amounts of deterioration, and spalling of structural members, used in the structural condition assessment shall have been tabulated and presented in the Observed Conditions section of the inspection report.

(ii) Berthing Assessment

Under this subsection, an assessment of the berthing capacity of the structure shall be made. Although a berthing or mooring analysis is not part of the scope for a Baseline or Routine Level Inspection, based on the level of observed deterioration and current usage, the consultant shall assess whether the existing structure and its fender system are adequate for berthing operations. If significant structural deterioration is observed or the fenders are severely damaged, and the system is actively used for berthing or mooring, an Engineering Analysis may be recommended to determine whether restrictions are required.

If the system is a revetment or is not meant for berthing or mooring, then this shall be so stated in this section.

(iii) Resiliency to the Effects of Climate Change

Under this subsection, the structure's overall resiliency to the effects of climate change shall be assessed. Climate change is expected to result in more severe weather conditions, rising sea levels, and warmer temperatures. All these conditions will ultimately result in an increased risk of flooding along the City's waterfront. The structure's highest, lowest, and typical deck (where applicable) elevations shall be compared with the most current base flood elevation (100-year flood) from FEMA to determine its vulnerability to flooding. In addition, the stillwater elevations for the 10-year, 50-year, 100-year, and 500-year flood, as per FEMA's Flood Insurance Study (FIS), shall be presented in this subsection for reference and comparison purposes. For sea level rise, the latest sea level rise projections by the New York City Panel on Climate Change (NPCC) shall be considered. Both the middle and high end ranges shall be included in the assessment.

The intent of this assessment is not for the development of a flood protection scheme or to assess the structure's capacity to resist loads associated with flooding, but rather to get a better understanding on the structure's vulnerability so that any recommendations for repairs, upgrades, or replacement take into consideration the effects of climate change.

(2) Shorelines

This section includes the interpretation and analysis of the data obtained during the inspection and identifying any short and long term trends affecting the shoreline. If there is insufficient long term data to make this assessment, it should be clearly stated. In addition, the shoreline's overall resiliency to the effects of climate change shall be assessed. This may include increased risk of coastal flooding and/or erosion due to more frequent and intense extreme storm events and sea level rise. The beach and/or dune crest elevations shall be compared with the most current base flood elevation (100-year flood) from FEMA to determine its ability to protect upland areas from coastal flooding. For sea level rise, the latest sea level rise projections by the New York City Panel on Climate Change (NPCC) shall be considered. Both the middle and high end ranges shall be included in the assessment.

The consultant shall provide tables, graphs, or charts, as appropriate, to support the analysis findings.

(3) Wetlands

This section includes the interpretation and analysis of the data obtained during the inspection and identifying any short and long term trends affecting the following aspects of the wetland:

- Overall health of the wetland
- Ability to prevent coastal erosion
- Compliance with permit or other specific requirements for the wetland

If there is insufficient long term data to make this assessment, it should be clearly stated. In addition, the wetland's overall resiliency to the effects of climate change shall be assessed. This may include increased risk of coastal flooding and/or erosion due to more frequent and intense extreme storm events and sea level rise. The wetland's highest and lowest elevations (along its shoreline) shall be compared with the most current base flood elevation (100-year flood) from FEMA to determine its ability to protect upland areas from coastal flooding. For sea level rise, the latest sea level rise projections by the New York City Panel on Climate Change (NPCC) shall be considered. Both the middle and high end ranges shall be included in the assessment.

The consultant shall provide tables, graphs, or charts, as appropriate, to support the analysis findings.

(E) RECOMMENDATIONS

This section shall be divided into the following subsections for each recommended action for the inspected system:

- Immediate Actions
- Priority Actions
- Routine Actions

A general description of the recommended action(s), date in which the recommended action(s) needs to be implemented by, and the associated cost estimate shall be included in this section. The implementation date is the date in which actual construction of the recommended action needs to have started by. For the immediate/priority level actions in particular, additional explanation and justification on why the rehabilitation is needed shall be provided in the narrative. Any corrections of design deficiencies that are included in the recommendations shall be explicitly explained. If no actions are recommended, this should be clearly stated under each subsection.

In addition to the narrative under each subsection, a summary of all the recommended actions and estimates shall be presented in tabular format after the Routine action subsection. A listing of the major cost elements and their associated prices that comprise the overall cost estimate for repairing or replacing the system shall be cited. Quantities and unit prices are not required at this level but shall be included in the cost estimate backup in the appendix of the report. Table 6-10 is a sample recommended action and cost summary table for a system. A similar table shall be prepared for each inspected system.

The recommended implementation date for Priority and Routine actions shall be the fiscal year (FY) in which construction for the recommended action needs to start by. Unless otherwise noted, the fiscal year starts on July 1st and ends on June 30th of the following year. All funding requests,

design, permitting, and other front-end activities shall already be accounted for in the provided date. For Immediate actions, the specific month and year for when the action needs to start being implemented by should be provided. More specific dates or timeframes may be indicated as appropriate for engineering investigations.

TABLE 6-10
SAMPLE TABLE: SUMMARY OF RECOMMENDED ACTIONS AND COST ESTIMATE FOR SYSTEM 1

Action Type	Description	Implementation Date	Total Cost (2015 dollars)
Immediate	No immediate actions recommended	N/A	$ 0
Priority	Post deteriorated timber piles	FY 2017	$25,000
	Repair spalls with exposed deteriorated reinforcing in the deck soffit		$150,000
		Subtotal:	$175,000
Routine	Recoat steel beams	FY 2020	$250,000
	Replace missing joint filler material		$50,000
		Subtotal:	$300,000

Justification of costs associated with implementing each action should be provided in the cost backup included in Appendix C of the inspection report.

The presented costs shall not only include the cost of construction, but also the cost for design and management of the construction (soft costs). The markups included in Table 6-11 shall be part of the presented construction costs to ensure consistency in the cost estimates developed by different consultants.

The markups shall be applied to obtain the final total cost as presented below.

Total Hard Cost = Base Cost × (1+Mob/Demob %) × (1+General Conditions %) × (1+Overhead & Profit %) × (1+Design Contingency %) × (1+Constr. Contingency %)

Total Hard and Soft Costs = Total Hard Cost × (1+Design/RE Services % + CM %)

Final Total Cost = Total Hard and Soft Costs × (1+10% Overall Project Contingency)

A separate table summarizing the applied markups must be presented together with the estimates for the recommended actions along with a general explanation on how the markups were applied. A listing of all assumptions, including which year's dollars were used in developing the cost estimates, shall be clearly presented. All costs presented in the report must be inclusive of hard and soft costs, as well as overall project contingency.

TABLE 6-11
MARKUPS TO BE INCLUDED IN CONSTRUCTION COST ESTIMATE

Item	Description	Percentage Markup on Base Cost
Mobilization/Demobilization	Cost to mobilize/demobilize labor and equipment to the project site	6%*
General Conditions	On-site PM costs, project office costs, site security, survey, housekeeping, etc. incurred by the contractor	8%*
Overhead & Profit	Home office/corporate costs for the contractor and profit for the contractor	21%*
Design Contingency	Contingency to account for any changes to the recommended (and priced) repair design and may include additional investigations, surveys, special inspections, etc.	10%-25%*
Construction Contingency	Contingency to account for unforeseen conditions during construction	10%-25%*
Design and Resident Engineering (RE) Services	Cost for the engineer to develop construction drawings and provide resident engineering services during construction	10%*
Construction Management (CM)	Cost of construction manager to manage the construction	10%*
Overall Project Contingency	Overall contingency added to the project's hard and soft costs	10%
* A recommended markup or range of markup has been provided, however, the consultant may select a different percentage as appropriate. Overall project contingency of 10% cannot be changed.		

The following items are specifically excluded from the costs and shall be clearly stated in the report and estimate backup:

- Cost of mitigation
- Operations and maintenance costs
- Escalation

When developing rehabilitation recommendations, it is important to remember that replacing in-kind is often not the most effective repair procedure, and that it may not be necessary for the repair to have the same durability as the original, much older, construction. The recommended actions should be based on the strength required for present or future use of the system, resilience to coastal flooding and future expected sea level rise, and not necessarily on restoring the original capacity. Where appropriate, for the immediate/priority level actions, different options shall be provided for the recommended rehabilitation scheme.

The basis for each rehabilitation option shall be substantiated by referring to specific findings from the inspection, particularly those that involve the integrity of the system. It is important to be unequivocal in stating the merits of a repair. If rehabilitation of a system is not feasible, so state and give the justification for such a conclusion.

The explanation of each option shall be augmented by appropriate sketches illustrating the concepts and arrangements, and other modifications attendant to each option. The criteria for evaluating the options shall be delineated and a clear comparison of the pros and cons for each option shall be presented in tabular form. The comparison shall also include order-of-magnitude costs. Backup for the costs developed for the options shall be included in Appendix C of the report. Finally, the best option for rehabilitation shall be identified and a justification for its selection presented.

For Baseline Inspection reports only, provide an order-of-magnitude cost for the in-kind replacement of the facility. This information will be useful in helping to determine whether rehabilitation is cost-effective and may also be used by FEMA or other agencies for planning purposes.

6.1.5 Summary of Recommended Actions and Estimates

This section summarizes the recommended actions and cost estimates for all the facilities and systems at the site.

A summary table with the overall condition assessment ratings for the facilities that comprise the site and the total costs for the recommended actions should be provided at the beginning of this section.

TABLE 6-12. SAMPLE TABLE: SUMMARY OF CONDITIONS AND COSTS FOR RECOMMENDED ACTIONS FOR SITE

Facility	Condition Assessment Rating	Cost of Recommended Action (2015 dollars)			
		Immediate	Priority	Routine	Total
Facility 1	**Good**				
System 1-1	Fair	$ 0	$ 150,000	$50,000	$200,000
System 1-2	Good	$ 0	$ 150,000	$50,000	$200,000
Subtotal for Facility 1:		**$0**	**$300,000**	**$100,000**	**$400,000**
Facility 2	**Poor**				
System 2-1	Poor	$ 50,000	$750,000	$250,000	$1,050,000
Subtotal for Facility 2:		**$ 50,000**	**$750,000**	**$250,000**	**$1,050,000**
Facility 3	**Fair**				
System 3-1	Good	$ 0	$ 150,000	$50,000	$200,000
System 3-2	Poor	$ 0	$ 150,000	$50,000	$200,000
Subtotal for Facility 3:		**$0**	**$300,000**	**$100,000**	**$400,000**
Total for Site:		**$50,000**	**$1,350,000**	**$450,000**	**$1,850,000**

Following the summary table for the site, additional summary tables for each facility that includes the immediate, priority, and routine action items, the recommended implementation date, and total cost shall be prepared. A listing of the major cost elements and their associated prices that

comprise the overall cost estimate for rehabilitating each facility shall be included. A sample summary table for a facility is presented in Table 6-13.

TABLE 6-13. SAMPLE TABLE: SUMMARY OF RECOMMENDED ACTIONS AND COST ESTIMATE FOR FACILITY 1

Action Type	Description	Implementation Date	Total Cost (2015 dollars)
System 1			
Immediate	No immediate actions recommended	N/A	$ 0
	Subtotal for Immediate Actions:		**$ 0**
Priority	Post 4 deteriorated timber piles	FY 2017	$25,000
	Repair 250 SF of spalls with exposed deteriorated reinforcing in the deck soffit		$150,000
	Subtotal for Priority Actions:		**$175,000**
Routine	Recoat steel beams	FY 2020	$250,000
	Replace 250 LF of missing joint filler material		$50,000
	Subtotal for Routine Actions:		**$300,000**
	TOTAL FOR SYSTEM 1		**$475,000**
System 2			
Immediate	No immediate actions recommended	N/A	$ 0
	Subtotal for Immediate Actions:		**$ 0**
Priority	Replace timber pile cap	FY 2017	$25,000
	Repair spalls with exposed deteriorated reinforcing in the deck soffit		$150,000
	Subtotal for Priority Actions:		**$175,000**
Routine	Recoat steel beams	FY 2020	$250,000
	Replace missing joint filler material		$50,000
	Subtotal for Routine Actions:		**$300,000**
	TOTAL FOR SYSTEM 2		**$475,000**

A recommendation for the next inspection that should be performed for the system and when it should be undertaken should also be included in this section. The recommended type and interval till the next inspection should be based on guidance provided in Chapter 7 of this Manual. For sites with multiple facilities and systems, the recommendation for inspection shall be presented in tabular format.

6.1.6 Appendices

The appendices shall be designated alphabetically, beginning with the letter "A". They shall be clearly divided into sections and indexed to the extent necessitated by the degree of detail and the number of separate subjects treated within each individual appendix.

By constructing the reports according to the master outline presented in Section 6, the natural evolution of the narrative should, in most cases, lead to the introduction of the appendices in the order shown above.

All lengthy calculations, data, tables, computer printouts, and records of important correspondence during the inspection are to be included in the appendices on 8-1/2 in. by 11 in. or 11 in. by 17 in. sheets. All information included in an appendix must be accompanied by sufficient introductory information to explain its relevance and importance to the findings of the inspection.

(A) APPENDIX A – KEY PERSONNEL

The key personnel involved in the inspection and evaluation shall be listed in Appendix A of the report. This list includes the following individuals' names, organizations, e-mail addresses, and telephone numbers:

- Project Manager, EDC or property owner/manager
- Project Manager, Consultant Firm
- Team Leader (Project Engineer), Consultant Firm
- Inspectors, Consultant Firm
- Divers (Engineer-Divers), Consultant Firm
- Environmental Engineer, Consultant Firm
- Coastal Engineer, Consultant Firm
- Surveyor, Consultant Firm
- Tenant Point-Of-Contact (If Applicable.)

In addition, personnel who contributed in various capacities to the inspection effort may also be listed.

(B) APPENDIX B – CALCULATIONS

Appendix B includes manual and computer calculations to determine vertical, horizontal, or lateral load-bearing capacities of structural elements. Also to be presented are the calculations that predict the overall assessment of a facility's load carrying capacity. All assumptions, definitions of terms, and definitions of nomenclature must be clearly stated. The meanings of formulas used must be stated, as well as the reference from which they were obtained. The computations must be presented in a manner and format such that an engineer who is not intimately familiar with the project or the underwater inspection program can readily understand them. Such calculations shall be adequately labeled, checked, and dated, and shall include sufficient notes, sketches, and diagrams so that a reader can confidently follow the logic and procedures employed. Calculations made by computer analysis must include a cover sheet explaining the analysis performed and the program used.

All calculations must be checked and initialed by the engineer who performed the calculations and by the engineer who checked the calculations. Appendix E of this Manual presents a sample set of calculations.

(C) APPENDIX C – BACKUP DATA FOR COST ESTIMATES

Backup data for cost estimates shall be presented in Appendix C and shall include itemized listings of elements involved in developing major categories of costs.

(D) APPENDIX D – REFERENCES

A listing of references shall be included in Appendix D. References pertain to works wherein the reader is referred to a specific page or section for particular information, or general information used throughout the report. Previous inspection reports and drawings of the facilities inspected are typically included in the reference appendix.

(E) APPENDIX E – FIELD NOTES / BEACH PROFILES

Field notes from the inspection, such as data sheets used to log conditions, working papers, or other miscellaneous items and beach profiles developed for each transect should be included in Appendix E of the Baseline or Routine Inspection Report. If the inclusion of the field notes makes the report too voluminous, then this information should be bound separately.

6.2 RAPID LEVEL INSPECTION LETTER REPORT

Rapid Level inspections do not require the preparation of a full inspection report with the same level of detail as a Baseline or Routine Inspection report. The preparation of a letter report is sufficient for a Rapid Level Inspection provided that it contains the information outlined in this section.

The guidelines pertaining to the arrangement of information to be presented in the letter report are discussed immediately following this outline. The letter report outline is as follows:

Introductory Paragraph
Section 1.0 – Summary of Findings
Section 2.0 – Description of Site
Section 3.0 – Observed Conditions and Ratings
Section 4.0 – Comparison with Previous Inspection Results
Section 5.0 – Recommended Actions and Estimates
Appendices
A – Backup for Cost Estimates
B – Field Notes and/or Beach Profiles

6.2.1 Summary of Findings

This section is similar to the Executive Summary in the Baseline or Routine Inspection reports. The Summary of Findings should be a clear and concise narrative of the scope of work, inspection findings, conclusions, recommendations, and associated cost estimate.

6.2.2 Description of Site

This section is similar to the Description of Site section in the Baseline or Routine Inspection reports. An overall plan showing the inspected facility(ies) and photographs depicting the overall topside view of the facility should be provided. Drawings and figures may be used to supplement the narrative, plan, and photographs, but are not specifically required as part of the Rapid Level Inspection letter report.

6.2.3 Observed Conditions and Ratings

This section is similar to the Observed Conditions and Ratings section in the Baseline or Routine Inspection reports. The level of detail presented in this section shall be commensurate with the inspection effort for the Rapid Level Inspection. To the extent possible, photographs and tables shall be presented within the letter report to convey to the reader the prevailing condition of the inspected system(s). For shorelines and wetlands, Beach Profiles and wetland components exhibiting change, shall be provided in the appendix of the letter report as needed to support the narrative. Any additional field data shall also be included in the appendix as appropriate.

Separate subsections shall be provided for each inspected facility with clear condition assessment ratings assigned to each. A summary table with the condition assessment ratings for all facilities and systems shall be provided prior to starting the subsections covering each facility.

6.2.4 Comparison with Previous Inspection Results

This section is similar to the Comparison with Previous Inspection Results section in the Baseline or Routine Inspection reports. The level of detail presented in this section shall be commensurate with the inspection effort for the Rapid Level Inspection and the collected data. For shorelines and wetlands, beach profiles and wetland components showing change, respectively, shall be provided in the appendix of the letter report as needed to support the narrative.

6.2.5 Recommended Actions and Estimates

This section is similar to the Recommended Actions and Estimates section in the Baseline or Routine Inspection reports. The level of detail presented in this section shall be commensurate with the inspection effort for the Rapid Level Inspection and the collected data.

6.2.6 Appendices

The requirements for the appendices to be included in a Rapid Level Inspection report are the same as those for a Baseline and Routine Inspection report, except that only the backup for cost estimates and field notes are required.

6.3 DESIGN LEVEL INSPECTION REPORT

Design Level Inspections require the preparation of a Design Report. Design Reports are prepared prior to the preparation of the construction drawings and technical specifications and shall contain the following sections:

Front Information
Report Cover
Title Page
Table of Contents
List of Figures and Drawings
List of Photographs
List of Tables/Data
Section 1.0 – Description of Site
Section 2.0 – Scope of Design and Inspection Findings
Section 3.0 – Design Criteria
Section 4.0 – Recommended Design and Estimates
Appendices
A – Backup Data for Cost Estimates
B – Reference Information
C – Field Notes

6.3.1 Description of Site

This section is similar to the Description of Site section in the Baseline or Routine Inspection reports. An overall plan showing the inspected facility(ies) and photographs depicting the overall topside view of the facility should be provided.

6.3.2 Scope of Design and Inspection Findings

This section summarizes the overall scope of the proposed repairs, rehabilitation, or replacement. Following a description of the proposed work, the consultant shall describe the scope and findings of the design level inspection that was performed. At minimum, the narrative shall include the following information:

- Dates of previous inspection and current design-level inspection
- Description of scope of design (ie. priority actions only, priority and routine actions, available construction budget, etc.)

- Scope of design level inspection, including any additional investigations that were performed
- Comparison of findings from design-level inspection and previous inspection
- Confirmation or revision of previously recommended priority action(s)
- Description of performed analyses, if any, to determine recommended actions
- Description of new recommended actions, if any, and justification as to why these should be included in the proposed rehabilitation scope
- Estimated quantities for repair

Reference shall be made to the most previous inspection report recommendations and it should be clearly stated, in tabular form, which recommended actions are being addressed in the proposed design scope. A sample summary table is shown below.

TABLE 6-14. SAMPLE TABLE: SUMMARY OF PREVIOUSLY RECOMMENDED ACTIONS AND PROPOSED DESIGN SCOPE

2015 Recommended Action		Status of Action
Action Type	Description	
Immediate	Cordon off offshore end of pier	Already completed
Priority	Encase 52 timber piles in concrete	To be included in design scope
	Replace 250 LF of deteriorated timber pile cap	Increase repair quantity to 275 LF
Routine	None	N/A

A separate table summarizing any new recommended actions, if any, should be provided. A sample summary table is shown below.

TABLE 6-15. SAMPLE TABLE: SUMMARY OF NEW RECOMMENDED ACTIONS

New Recommended Actions	Reason for Recommendation
Encase 52 timber piles in concrete	Significant deterioration was found on these components during the Design Level inspection and will need to repaired to maintain the pier's current load rating of 250 PSF.
Replace 250 LF of deteriorated timber pile cap	

6.3.3 Design Criteria

This section shall describe the design criteria that will be adopted for the project. At minimum, the design criteria shall address the following as it relates to the scope of work:

- Project datum
- Tide levels
- Environmental/Hydrodynamic conditions

- Geotechnical parameters
- Design life
- Design water levels (including effects of climate change)
- Design loads
- Design vessel(s)
- Utilities
- Material properties
- Applicable codes and standards
- Monitoring requirements (for wetlands)
- Special project requirements or conditions

For parameters that are not applicable to the project, it should be so stated.

6.3.4 Recommended Design and Estimates

This section summarizes the recommended design scope with all associated repair quantities, a preliminary construction schedule, and construction cost estimate. In addition, 11 in. by 17 in. conceptual level design drawings shall be provided that clearly convey to the reader the following information:

- Overall plan(s) showing the extent of rehabilitation, demolition, or replacement
- Typical repair sections, elevations, or details
- Non-typical repair details or sections that will need to be developed for the construction drawings

The presented costs shall not only include the cost of construction, but also the cost for design and management of the construction (soft costs). The markups included in Table 6-16 shall be part of the presented construction costs to ensure consistency in the cost estimates developed by different consultants. The markups shall be applied and compounded in the order presented in Section 6.1.4(E). A separate table summarizing the applied markups must be presented together with the estimates for the recommended actions along with a general explanation on how the markups were applied. A listing of all assumptions, including which year's dollars were used in developing the cost estimates, shall be clearly presented. All costs presented in the report must be inclusive of hard and soft costs, as well as overall project contingency.

TABLE 6-16. MARKUPS TO BE INCLUDED IN CONSTRUCTION COST ESTIMATE

Item	Description	Percentage Markup on Base Cost
Mobilization/Demobilization	Cost to mobilize/demobilize labor and equipment to the project site	6%*
General conditions	On-site PM costs, project office costs, site security, survey, housekeeping, etc. incurred by the contractor	8%*
Overhead & Profit	Home office/corporate costs for the contractor and profit for the contractor	21%*
Design Contingency	Contingency to account for any changes to the recommended (and priced) repair design and may include additional investigations, surveys, special inspections, etc.	5%-10%*
Construction Contingency	Contingency to account for unforeseen conditions during construction	10%-25%*
Design and Resident Engineering (RE) Services	Cost for the engineer to develop construction drawings and provide resident engineering services during construction	10%*
Construction Management (CM)	Cost of construction manager to manage the construction	10%*
Overall Project Contingency	Overall contingency added to the project's hard and soft costs	10%
* A recommended markup or range of markup has been provided, however, the consultant may select a different percentage as appropriate. Overall project contingency of 10% cannot be changed.		

The following items are specifically excluded from the costs and shall be clearly stated in the report and estimate backup:

- Cost of mitigation
- Operations and maintenance costs
- Escalation

6.3.5 Appendices

The requirements for the appendices to be included in a Design Level Inspection report are the same as those for a Baseline and Routine Inspection report, except that only the backup for cost estimates, list of reference information, and field notes are required.

6.4 CONSTRUCTION INSPECTION REPORT

The Construction Inspection Report is sometimes referred to as a daily, weekly, or monthly construction report. The timeframe covered by the report is flexible and is typically dictated by the project requirements. Regardless of the timeframe, the Construction Inspection Report shall, at minimum, contain the following information:

- Project name and number
- Project site

- Date and time of work
- Inspector(s) on site
- Weather
- Water levels (tide conditions)
- Contractor/Subcontractor name
- Contractor/Subcontractor crew and equipment
- Deliveries to site
- Summary of construction activities (quantities of complete work, completed testing, etc.)
- Summary of upcoming construction activities
- Quality issues or other concerns that need to be addressed
- Supporting photographs and other documentation (concrete batch tickets, plans, etc.)

Additional project specific information shall be added as required. For instance, some projects may require vibration monitoring. The data collected from the vibration monitoring instrument(s) may be included in the Construction Inspection Report if this is required under the construction contract.

Depending on the project requirements, the Construction Inspection Reports will be consolidated into a single Post-Construction Report at the end of the construction project.

6.5 POST-CONSTRUCTION REPORT

Post-Construction Reports are prepared at the end of a construction project and shall contain the following sections:

Front Information
Report Cover
Title Page
Table of Contents
Section 1.0 – Description of Site and Construction
Section 2.0 – Comparison with Previous Recommendations and Current Status
Section 3.0 – Recommended Actions and Estimates
Appendices
A – As-Built Drawings
B – Construction Inspection Reports

6.5.1 Description of Site and Construction

This section is similar to the Description of Site section in the Baseline or Routine Inspection reports, except that the narrative shall also include a description of the completed construction work.

A detailed listing with quantities of the completed work shall be provided along with typical photographs of the new construction. Where applicable, an overall plan showing the extent of new construction should be provided.

Any deviations from the original design or changes made during the construction shall be clearly identified and described with detailed explanations as to why the change(s) was made.

For newly constructed facilities, the Post-Construction Report serves a similar function as a Baseline Inspection report. An asset inventory shall be completed and the consultant shall include all the necessary information to facilitate the completion of the next Rapid or Routine Level inspection. For an existing facility that was repaired or upgraded, the asset inventory and facility hierarchy breakdown shall be updated as applicable and presented in this section and the status of the previous recommendations shall be updated. Any changes from the previous inventory or hierarchy breakdown shall be clearly identified and highlighted.

6.5.2 Comparison with Previous Recommendations and Current Status

The purpose of this section is to clearly present which previously recommended actions have been addressed, which actions still remain, and to update the condition assessment rating for the entire facility or facilities based on the completed work. This information shall be presented in tabular form with a separate table prepared for each facility. A sample table is presented below.

TABLE 6-17. SAMPLE TABLE: SUMMARY OF PREVIOUSLY RECOMMENDED ACTIONS AND STATUS FOR FACILITY 1

Action Type	Description	Current Status	Remaining Cost (2015 dollars)
System 1			
Immediate	No immediate actions recommended	N/A	$ 0
	Subtotal for Remaining Immediate Actions:		**$ 0**
Priority	Post 6 deteriorated timber piles	Completed	N/A
	Repair 250 SF of spalls with exposed deteriorated reinforcing in the deck soffit		
	Subtotal for Remaining Priority Actions:		**$ 0**
Routine	Recoat steel beams	Not Completed	$250,000
	Replace 250 LF of missing joint filler material		$50,000
	Recoat bollards		$5,000
	Subtotal for Remaining Routine Actions:		**$305,000**
	TOTAL REMAINING RECOMMENDED ACTIONS FOR SYSTEM 1		**$305,000**
System 2			
Immediate	No immediate actions recommended	N/A	$ 0
	Subtotal for Remaining Immediate Actions:		**$ 0**
Priority	Post 10 deteriorated timber piles	Completed	$ 0

Action Type	Description	Current Status	Remaining Cost (2015 dollars)
	Repair 250 SF of spalls with exposed deteriorated reinforcing in the deck soffit		$ 0
	Subtotal for Remaining Priority Actions:		**$ 0**
Routine	Recoat steel beams	Not Completed	$250,000
	Replace missing joint filler material		$50,000
	Subtotal for Remaining Routine Actions:		**$300,000**
TOTAL REMAINING RECOMMENDED ACTIONS FOR SYSTEM 2			**$300,000**

A separate table summarizing the previous and current condition assessment ratings (post-construction) and any remaining or new recommended actions should be prepared. For new construction where there are no previous condition assessment ratings, a condition assessment rating of "Good" shall be assigned to the facility(ies), system(s), and component(s).

TABLE 6-18. SAMPLE TABLE: SUMMARY OF CONDITION ASSESSMENT RATINGS AND RECOMMENDED ACTIONS

Description	Condition Assessment Rating		Current Recommended Action and Implementation Date	
	2015	Current	Priority	Routine
Facility 1	Fair	Good		
System 1-1	Fair	Good		
Component 1	Poor	Good	None	None
Component 2	Satisfactory	Good	None	None
Component 3	Fair	Good	None	None
System 1-2	Poor	Good		
Component 1	Poor	Good	None	None
Component 2	Poor	Good	None	None
Facility 2	Fair	Fair	Perform geotechnical investigation	
System 2-1	Poor	Poor		
Component 1	Satisfactory	Satisfactory	None	None
Component 2	Poor	Poor	Replace bulkhead by FY 2018	None
Component 3	Satisfactory	Satisfactory	None	None
System 2-2	Fair	Good		
Component 1	Satisfactory	Satisfactory	None	None
Component 2	Poor	Good	None	None
Component 3	Satisfactory	Satisfactory	None	Recoat component

6.5.3 Recommended Actions and Estimates

This section shall summarize all the remaining recommended actions and associated cost estimates. A separate table shall be prepared for each facility.

TABLE 6-19. SAMPLE TABLE: SUMMARY OF RECOMMENDED ACTIONS AND COSTS FOR FACILITY 1

Action Type	Description	Implementation Date	Total Cost (2015 dollars)
System 1			
Immediate	No immediate actions are recommended	N/A	$ 0
	Subtotal for Remaining Immediate Actions:		**$ 0**
Priority	No priority actions are recommended	N/A	$ 0
	Subtotal for Remaining Priority Actions:		**$ 0**
Routine	Recoat steel beams	FY 2020	$250,000
	Subtotal for Remaining Routine Actions:		**$250,000**
TOTAL REMAINING RECOMMENDED ACTIONS FOR SYSTEM 1			**$250,000**
System 2			
Immediate	No immediate actions are recommended	N/A	$ 0
	Subtotal for Remaining Immediate Actions:		**$ 0**
Priority	No priority actions are recommended	N/A	$ 0
	Subtotal for Remaining Priority Actions:		**$ 0**
Routine	Recoat steel beams	FY 2020	$250,000
	Subtotal for Remaining Routine Actions:		**$250,000**
TOTAL REMAINING RECOMMENDED ACTIONS FOR SYSTEM 2			**$250,000**

6.5.4 Appendices

(A) APPENDIX A – AS-BUILT DRAWINGS

The as-built drawings developed after the completion of the construction shall be included as part of the Post-Construction Report submission. The report shall contain 11 in. by 17 in. copies of the as-built drawings, however, a separate electronic submission of the CAD and PDF files of the as-built drawings shall also be provided. In cases where the as-built drawings are not available, the original design or issued for construction drawings shall be included. Inclusion of these drawings in the report will ensure that the necessary reference information on the facility will be available for all future inspections.

(B) APPENDIX B – CONSTRUCTION INSPECTION REPORTS

The Construction Inspection Reports prepared throughout the construction phase shall be collated and included in Appendix B. The reports shall be organized sequentially by date. Depending on the number of available reports, a separate volume containing just the Construction Inspection Reports may be needed and submitted together with the Post-Construction Report.

6.6 POST-EVENT INSPECTION REPORT

Post-Event Inspection Reports are prepared after the facility has been inspected after a specific event, and do not require the preparation of a full inspection report with the same level of detail as a Baseline or Routine Inspection report. The preparation of a letter report is sufficient for the Post-Event Inspection Report due to the urgency of the situation.

The guidelines pertaining to the arrangement of information to be presented in the letter report are discussed immediately following this outline. The letter report outline is as follows:

Introductory Paragraph describing event that occurred and scope of the inspection
Section 1.0 – Description of Site
Section 2.0 – Observed Conditions and Ratings
Section 3.0 – Recommended Actions and Estimates
Appendices
- **A – Backup for Cost Estimates**
- **B – Field Notes and/or Beach Profiles**

6.6.1 Description of Site

This section is similar to the Description of Site section in the Baseline or Routine Inspection reports, except that a facility hierarchy breakdown is not required.

6.6.2 Observed Conditions and Ratings

This section is similar to the Observed Conditions and Ratings section in the Rapid Level Inspection report. The level of detail presented in this section shall be commensurate with the inspection effort and the nature of the post-event damage. For shorelines and wetlands, beach profiles and description of affected wetland components, shall be provided in the appendix of the letter report as needed to support the narrative. Any additional field data shall also be included in the appendix as appropriate.

Separate subsections shall be provided for each inspected facility along with clear condition assessment ratings assigned to each. Systems and components that were likely affected by the event shall be clearly identified and the impacts of the event shall be described in detail with supporting photographs or figures. When the relevant information is available, it is important to note and highlight any pre-existing deterioration that may not be directly associated with the event, but which may have contributed to the observed post-event conditions. For instance, if a pile-supported platform is accidentally impacted by a vessel and the inspection reveals that multiple piles are broken, the consultant shall review any previous available inspection reports or obtain information from the facility to verify whether some of the broken piles were already broken prior to the collision.

After the narrative on the observed conditions, a summary table with the overall condition assessment ratings for the facility, its systems, and components both pre and post-event shall be provided. A sample table is provided below. A separate table shall be prepared for each inspected facility.

TABLE 6-20. SAMPLE TABLE: SUMMARY OF CONDITION ASSESSMENT RATINGS FOR FACILITY 1

Description	Condition Assessment Rating		Description of Post-Event Damage
	Pre-Event	Post-Event	
System 1	Fair	Fair	
Timber piles	Good	Good	No visible damage observed.
Timber pile cap	Poor	Poor	No visible damage observed.
Timber decking	Fair	Fair	No visible damage observed.
System 2	Good	Fair	
Timber piles	Good	Poor	Vessel impacted the northeast corner of the pier and broke 2 piles and damaged part of the concrete edge beam
Concrete pile cap	Good	Good	
Concrete edge beam	Good	Satisfactory	
Concrete deck	Good	Good	No visible damage observed.

6.6.3 Recommended Actions and Estimates

This section shall be divided into the following subsections for each recommended action for the inspected system:

- Immediate Actions
- Priority Actions
- Routine Actions

A general description of the recommended action(s), date in which the recommended action(s) needs to be implemented by, and the associated cost estimate shall be included in this section. The implementation date is the date in which actual construction of the recommended action needs to have started by. For the immediate/priority level actions in particular, additional explanation and justification on why the repair is needed shall be provided in the narrative. Any corrections of design deficiencies that are included in the recommendations shall be explicitly explained. If no actions are recommended, this should be clearly stated under each subsection.

In addition to the narrative under each subsection, a summary of all the recommended actions and estimates shall be presented in tabular format after the Priority action subsection. A listing of the major cost elements and their associated prices that comprise the overall cost estimate for repairing the system shall be cited. Quantities and unit prices are not required at this level. A sample

recommended action and cost summary table for a facility is provided below. A similar table shall be prepared for each inspected facility.

TABLE 6-21. SAMPLE TABLE: SUMMARY OF RECOMMENDED ACTIONS AND COST ESTIMATE FOR FACILITY 1

Action Type	Description	Implementation Date	Total Cost (2015 dollars)
System 1			
Immediate	No Immediate actions are recommended	N/A	$ 0
		Subtotal:	**$0**
Priority	No Priority actions are recommended	N/A	$0
		Subtotal:	**$0**
Routine	No Routine actions are recommended	N/A	$ 0
		Subtotal:	**$ 0**
		Total for System 1:	**$0**
System 2			
Immediate	Cordon off the northeast corner of the pier	Immediate	$ 0
	Repair 1 broken pile by posting	Within 2 months	$25,000
		Subtotal:	**$25,000**
Priority	Repair broken concrete curb	FY 2017	$25,000
	Repair spalls in the concrete edge beam		$50,000
		Subtotal:	**$75,000**
Routine	No Routine actions are recommended		$ 0
		Subtotal:	**$ 0**
		Total for System 2:	**$100,000**
		TOTAL FOR FACILITY 1:	**$100,000**

Justification of costs associated with implementing each action should be provided in the cost backup included in Appendix A of the letter report.

The presented costs shall not only include the cost of construction, but also the cost for design and management of the construction (soft costs). The markups included in Table 6-11 shall be part of the presented construction costs to ensure consistency in the cost estimate developed by different consultants. The markups shall be applied and compounded in the order presented in Section 6.1.4(E). A separate table summarizing the applied markups must be presented together with the estimates for the recommended actions along with a general explanation on how the markups were applied. A listing of all assumptions, including which year's dollars were used in developing the cost estimates, shall be clearly presented. All costs presented in the report must be inclusive of hard and soft costs, as well as overall project contingency.

6.6.4 Appendices

The requirements for the appendices to be included in a Post-Event Inspection report are the same as those for a Baseline and Routine Inspection report.

7. INSPECTION PROGRAM

7.1 GENERAL

The WFMMS has been developed as an asset management tool for the City's waterfront facilities and is a testament to the City's pro-active approach in managing its assets. Together, these inspection guidelines and the web-based application that comprise the WFMMS will provide the City with valuable information that can be used to determine required remedial actions, develop long-term capital budgets, and help prioritize projects throughout the City. The WFMMS relies on standardized, consistent data that is obtained, analyzed, and inputted into the system by qualified consultants following the guidelines presented in this manual. In addition to the quality of inspection data entered into the WFMMS, one of the key drivers of the WFMMS is the recommended frequency of inspections for each asset. By implementing a well-planned and regular program of inspections the WFMMS will have detailed up-to-date condition assessment and cost information that will help the City proactively manage its waterfront assets and prioritize spending. This section of the manual provides guidance on the recommended frequency and types of inspections that should be performed as part of the WFMMS to preserve and promote the City's waterfront.

7.2 FREQUENCY OF INSPECTION

7.2.1 Hard Structures

As part of the Baseline, Routine Level, and Rapid-Level Inspections, the consultant must recommend the type of inspection to be performed and the interval till the next Routine or Rapid Level Inspection of the facility. The recommended interval between the Routine or Rapid Level Inspections shall be based on the following considerations and judgment by the consultant:

- Condition rating of the facility
- Importance of the structure
- Extent of deterioration and anticipated deterioration
- Construction material type
- Age of facility
- Service environment
- Exposure to hazards, natural forces, etc.

ASCE's Waterfront Facilities Inspection and Assessment manual recommends Routine Level Inspections every 0.5 to 6 years depending on the condition rating from the previous inspection, construction material, and environment. The maximum recommended intervals from ASCE for

Routine Level Inspections are presented in Table 7-1 and may be used by the consultant as a reference. Although ASCE recommends Routine Level Inspections at these intervals, the consultant may recommend Rapid Level Inspections in lieu of Routine Level Inspections, where appropriate. Whenever Rapid Level Inspections are recommended in lieu of Routine Level Inspections as part of an ongoing maintenance program, the rationale for the less intensive inspection shall be clearly stated and justified in the report. For instance, a newly built concrete structure with a low level of importance that is located in a benign environment that was previously rated as Good may warrant a Rapid Level Inspection rather than a Routine Level Inspection.

The different types of inspections in the WFMMS and the typical frequency of inspections for hard structures are summarized in Table 7-2.

TABLE 7-1
MAXIMUM INTERVAL BETWEEN ROUTINE LEVEL INSPECTIONS AS RECOMMENDED BY ASCE

Condition Rating from Previous Inspection	CONSTRUCTION MATERIAL				Channel Bottom or Mudline Scour[e], [f] (Soundings[g] /Direct Observation)	
	Unwrapped Timber or Unprotected Steel (No Coating or Cathodic Protection)[d]		Concrete, Mason, Wrapped Wood, Protected steel, or Composite Materials[d]			
	Benign[b] Environment	Aggressive[c] Environment	Benign[b] Environment	Aggressive[c] Environment	Benign[b] Environment	Aggressive[c] Environment
6 Good	6	4	6	5	6/6	2/5
5 Satisfactory	6	4	6	5	6/6	2/5
4 Fair	5	3	5	4	6/6	2/5
3 Poor	4	3	5	4	6/6	2/5
2 Serious	2	1	2	2	2/2	2/2
1 Critical	0.5	0.5	0.5	0.5	1/1	0.5/1

[a] The maximum interval between routine inspections may be reduced based on extent of deterioration, anticipated deterioration, and importance of the structure. Intervals may be increased for atypical cases where special construction materials are used. Regulations may dictate a maximum inspection interval.
[b] Benign environments include freshwater with low to moderate currents (current <.75 knots).
[c] Aggressive environments include brackish water, seawater, polluted water, or waters with currents >0.75 knots. Facilities that handle chemical containing elements detrimental to the structures durability, such as chlorides, sulfates, or alkalis, are aggressive environments.
[d] The intervals indicate requirements for sounding timbers
[e] The intervals indicate requirements for direct observation of the bottom for scour
[f] Two maximum intervals are shown, one for the assessment of construction material (wood, concrete, steel, etc.) and one for scour (last two columns). The shorter interval should be used.
[g] Soundings may be performed at the time of the above water inspection.

TABLE 7-2
INSPECTION TYPES AND FREQUENCIES FOR HARD STRUCTURES

Inspection Type	Frequency of Inspection
Baseline	Once at start of the inspection program
Routine Level	Every 3 to 5 years, unless otherwise recommended by the consultant. Interval between Routine Level Inspections may be extended if Rapid Level Inspections are performed very 3 to 5 years and the condition of the structure does not warrant a Routine Level Inspection.
Rapid Level	
Design Level	As needed
Construction	As needed
Post-Construction	As needed
Post-Event	After a specific event
Engineering Investigation	As needed

7.2.2 Shorelines

As part of the Baseline, Routine Level, and Rapid-Level Inspections, the consultant must recommend the type of inspection to be performed and the interval till the next Routine or Rapid Level Inspection of the shoreline. The recommended interval between the Routine or Rapid Level Inspections shall be based on the following considerations and judgment by the consultant:

- Condition rating for the shoreline
- Importance and function of the shoreline (ie. public beach, flood protection, etc.)
- Extent of deterioration/erosion and anticipated deterioration/erosion
- Level of exposure to environmental impacts
- Geomorphology and historic shoreline evolution
- Shoreline management policy

By using a risk-based approach, a greater frequency and range of monitoring can be focused on areas where the site's level of exposure to environmental impacts are greater (e.g. where coastal assets are at more risk of erosion or damage), and less frequent/intensive monitoring may occur where the coast is natural, where there are few (if any) assets, and the level of exposure is less severe; thus making best-use of resources.

The different types of inspections in the WFMMS and the typical frequency of inspections for shorelines are summarized in Table 7-3.

TABLE 7-3
INSPECTION TYPES AND FREQUENCIES FOR SHORELINES

Inspection Type	Frequency of Inspection
Baseline	Once at start of the inspection program
Routine Level	Every 3 to 5 years, unless otherwise recommended by the consultant
Rapid Level	Annually, unless otherwise recommended by the consultant (except when Routine Level Inspection is performed)
Design Level	As needed
Construction	As needed
Post-Construction	As needed
Post-Event	After a specific event
Engineering Investigation	As needed

7.2.3 Wetlands

As part of the Baseline, Routine Level, and Rapid-Level Inspections, the consultant must recommend the type of inspection to be performed and the interval till the next Routine or Rapid Level Inspection of the wetland. The recommended interval between the Routine or Rapid Level Inspections shall be based on the following considerations and judgment by the consultant:

- Condition rating for the wetland
- Importance and function of the wetland
- Extent of deterioration/erosion and anticipated deterioration/erosion
- Level of exposure to waves and flooding
- Wetland mitigation requirements
- Wetland management policy

The following inspections and inspection frequencies are recommended for the WFMMS, but may be adjusted as required based on the considerations above.

The different types of inspections in the WFMMS and the typical frequency of inspections for wetlands are summarized in Table 7-4.

TABLE 7-4
INSPECTION TYPES AND FREQUENCIES FOR WETLANDS

Inspection Type	Frequency of Inspection
Baseline	Once at start of the inspection program
Routine Level	Every 5 to 10 years, unless otherwise recommended by the consultant
Rapid Level	Every 3 to 5 years, unless otherwise recommended by the consultant or as required by permitting requirements (except when Routine Level Inspection is performed)
Design Level	As needed
Construction	As needed
Post-Construction	As needed
Post-Event	After a specific event
Engineering Investigation	As needed

Appendix A
Checklist for Waterfront Structure Inspections

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Table A-1. Open-Piled Timber Structures: Checklist for Inspections

Section or Part	What to Look for	Comments
Piles	Damaged or missing piles, alignment (straightness) of piles from top to bottom, scour pits at mudline, pilehead bearing, fungal rot, and wrap conditions	Accelerated rates of deterioration in the splash zone and wet areas
Pile caps, stringers, and braces	Damaged, loose, or missing members; alignment of members along length (rotation); signs of distress at bearing areas; fungal rot on top surfaces or wet areas; deterioration at connections; condition of wrapping	Underside of low decks may need to be inspected by diver
		Undersides of high decks may need to be inspected by man lifts, snoopers, or other inspection access equipment
Deck	Damaged, loose, or missing members; alignment of members along length (rotation or sagging); rot; wear	Localized removal of deck coatings, surfaces or overlayments may be necessary to assess condition of supporting members
		Underside of low decks may need to be inspected by diver
		Undersides of high decks may need to be inspected by man lifts, snoopers, or other inspection access equipment
Overdredging	Excessive dredging at the face of the structure	Measure mudline depths at the structure face and compare with design dredge depths for the structure

Table A-2. Open-Piled Concrete Structures: Checklist for Inspections

Section or Part	What to Look for	Comments
Piles	Damaged or missing piles, spalling, alignment (straightness) of piles from top to bottom, scour pits at mudline, corrosion, spalling, impact damage, cracking	Accelerated rates of deterioration in the splash zone and wet areas
Pile caps, stringers, and braces	Damaged or missing members, alignment of members along length (rotation), signs of distress at bearing areas, corrosion, spalling, impact damage, cracking	Underside of low decks may need to be inspected by diver
		Undersides of high decks may need to be inspected by man lifts (see Fig. A-2), snoopers, or other inspection access equipment
Deck	Damaged or missing members, alignment of members along length (rotation or sagging), corrosion, spalling, impact damage, cracking, expansion joint condition	Underside of low decks may need to be inspected by diver Undersides of high decks may need to be inspected by man lifts (see Fig. A-2), snoopers, or other inspection access equipment
Overdredging	Excessive dredging at the face of the structure	Measure mudline depths at the structure face and compare with design dredge depths for the structure

Table A-3. Open-Piled Steel Structures: Checklist for Inspections

Section or Part	What to Look for	Comments
Piles	Damaged or missing piles, alignment (straightness) of piles from top to bottom, scour pits at mudline, corrosion, pitting, impact damage, condition of coatings and wraps	Accelerated rates of deterioration in the splash zone and wet areas
Pile caps, deck framing, and bracing	Damaged or missing members, alignment of members along length (rotation), signs of distress at bearing areas, corrosion, pitting, impact damage, condition of coatings	Underside of low decks may need to be inspected by diver
		Undersides of high decks may need to be inspected by man lifts, snoopers, or other inspection access equipment
Overdredging	Excessive dredging at the face of the structure	Measure mudline depths at the structure face and compare with design dredge depths for the structure

Table A-4. Open-Piled Composite Structures: Checklist for Inspections

Section or Part	What to Look for	Comments
Piles	Damaged or missing piles, alignment (straightness) of piles from top to bottom, scour pits at mudline, impact damage, abrasion, wear, UV damage	
Other structural elements	Damaged or missing members, alignment of members along length (rotation), signs of distress at bearing areas, impact damage, abrasion, wear, UV damage, connections	Connections are vulnerable to deterioration
		The composite decking elements are vulnerable to deterioration at supportpoints

Table A-5. Relieving Platforms: Checklist for Inspections

Section or Part	What to Look for	Comments
Piles	Corrosion, spalling, impact damage, cracking, cathodic protection, coating, pile head bearing conditions (timber piles), fungal rot	Look for overstressing at bearing areas and indicators of lateral movement and determine cause of deficiencies
Deck	Spalling, cracking, fungal rot, separation, fill loss	Excavation will be required for examination
Seawall	Alignment, settlement, spalling, cracking	Check the face for plumbness and check joints for alignment and settlement
Sheet pile	Corrosion, spalling, interlock separation, impact damage, cracking, alignment, cathodic protection, coating, fungal rot	Look for gaps and spaces between concrete or timber sheets, check for interlock separation on steel sheets, and check for corrosion holes and associated sinkholes
Pavement	Sinkholes, cracking, settlement	Cracking parallel to the structure face indicates lateral movement
Overdredging	Excessive dredging at the face of the structure	Measure mudline depths at the structure face and compare with design dredge depths for the structure

Table A-6. Bulkheads and Retaining Walls: Checklist for Inspections

Section or Part	What to Look for	Comments
Sheet piling	Corrosion, interlock separation, impact damage, cracking, local overstressing, alignment, cathodic protection, coating, clear weep holes, rot	Identify component sizes, quantify deficiencies noted, and determine cause of deficiencies
Anchorage system	Corrosion, cracking, local overstressing, displacement	Excavation may be required for examination
Backfill	Sinkholes, settlement	Look for associated holes or damage on adjacent sheet piles
Geometry	Plumbness of face, bulges, over-dredging, scour	Changes in structure geometry are indications of failure of one or more structural systems
Concrete cap	Spalling, cracking, alignment	Cracking and misalignment are indications of structural failure

Table A-7. Seawalls and Revetments: Checklist for Inspections

Section or Part	What to Look for	Comments
Seawall face	Erosion, spalling, cracking, missing blocks, cracked blocks	Assess the material condition for structural integrity; additional testing, such as concrete coring, may be warranted
Seawall top	Plumbness of face, bulges, misalignment, settlement	Identify causes of deficiencies
		Additional investigation, such as survey, soil borings, or other testing, may be required Monitoring over time may be required to determine if the anomaly is active or stable
Seawall toe	Scour, undermining, armor stone displacement	The mudline in front of the seawall should be evaluated to ensure that design parameters are maintained; survey and document loss of material in front of the seawall
Backland or paved areas	Sinkholes, settlement, drainage	The deck surface behind a seawall is susceptible to loss of fill through openings in the wall or erosion of soil by overtopping water; drains and scuppers should be inspected to make sure they are able to vent floodwater
Weep holes	Clogging	Weep holes are placed to relieve hydrostatic pressure on the wall and should be observed to make sure they are free-draining

Table A-8. Gravity Block Walls: Checklist for Inspections

Section or Part	What to Look for	Comments
Wall system	Sweeping, bowing, leaning, misalignment, settlement, localized collapse	If identified, the cause should be determined and the inspection should specifically look for secondary damage such as cracking and loss of blocks
		Consider the landward area affected by the loss of lateral support; a survey and periodic monitoring may be required to determine if wall movement is active
Backfill	Depressions, sink holes, surface tensile cracking parallel to wall, joint separation, drainage conditions	Causes of backfill problems may not be evident by visual inspections of the wall; excavations, geotechnical borings, or ground-penetrating radar may be utilized
Blocks	Weathering, cracks, common precast concrete defects, erosion, displacement, reinforcement corrosion, interlock shear	Cracking and displacement of blocks are often the secondary result of other problems; conditions that may affect block interlock or friction should be considered
Mortar	Loss, degradation, shrinkage, crushing, leakage	The results of settlement, unleveling, and differential stresses placed on blocks from mortar loss should be considered
Drains	Obstructions, evidence of activity, direction, adequacy	Drain conditions may be a contributing factor to other problems
Joints	Separation, displacement, leakage, filler condition, vegetation	Water staining at joints may indicate the extent of hydrostatic levels behind the wall; loss of fill through joints may be the cause or contributor to backfill problems
Channel-bottom	Backfill deposits, scour, undermining, heaving	The depths and general contours of the channel bottom should be considered to at least 1× the wall height outboard from the wall
		The actual or likely original design elevation of the channel bottom at the toe of the wall should be compared with current elevations
Foundation	Integrity of members, loose or missing members, voids, loss of ballast, settlement, bearing contact	Both vertical and lateral stability and load-bearing capacity should be considered; degradation of foundation members should also be considered

Table A-9. Caissons, Cofferdams, and Cellular Structures: Checklist for Inspections

Section or Part	What to Look for	Comments
Foundation	Misalignment, bowing, plumbness	Settlement and lateral movement should be considered by observing and monitoring overall structure position
Steel sheet piling or plates	Corrosion, deformation, interlock separation, splitting, cracking, impacts, dents	Identification of the nominal steel section and thickness, interlock separation, and corrosion or damage to interlock is critical
Deck or backfill	Depressions, sink holes, cracking parallel to wall, joint separation, drainage conditions	Causes of backfill problems may not be evident by visual inspections of the wall; excavations, geotechnical borings, or ground-penetrating radar may be utilized
Cell cap	Settlement, cracking, drainage, edge spalling	If hatch in cap exists, it should be opened to observe fill level and composition; cap cracking can indicate settlement or loss of infill
		Edge spalling and deterioration can compromise the cap connection to the supporting wall
Reinforced concrete walls	Cracks, common precast concrete defects, reinforcement corrosion, joint displacement	Caisson or cofferdam walls may exhibit evidence of differential settlement
Channel bottom	Fill loss, scour, undermining, heaving	The depths and general contours of the channel bottom should be measured considering lateral stability if embedment is decreased

Table A-10. Paving Adjacent to Quaywalls, Bulkheads, and Other Retaining Structures: Checklist for Inspections

Section or Part	What to Look for	Comments
Pavement	Localized settlement, depressions, or holes in pavement, ponding when wet, open cracking in the pavement parallel to the face of the retaining structure	An under-deck or underwater inspection will probably be needed to determine the exact cause of the pavement failure; use caution when inspection is close to these areas

Table A-11. Floating Structures: Checklist for Underwater Inspections

Component	Section or Part	What to Look for	Comments
		Floating Bridges	
Pontoon	Submerged surfaces	• Cracks, spalls, and loss of section; waterlogged filler material between steel double walls	• Cracks or deep section loss may allow water infiltration
	Joints	• Torn, loose, or bulging rubber membrane • Exposed and/or deteriorated grout • Excessive pontoon misalignment	
Anchor cable	Pontoon port Cable	• Misalignment and cable abrasion • Coating condition, corrosion, wire section loss, broken and/or braided wires, and potential sources of cable abrasion	• Exterior wire breaks related to stress may suggest comparable numbers of interior broken wires; stress breaks may also indicate end of cable's useful life
	Anchor attachment assembly or jewels	• Corrosion, misalignment, looseness, and cable abrasion or strain	
Anchor	Anchor assembly	• Misalignment or movement, instability, undermining, and inadequate embedment or ballast quantity	
		Floating Piers	
Pontoon	Submerged surfaces	• Material deterioration • Waterlogged Styrofoam filler	• Cracks or deep section loss may allow water infiltration
	Joints	• Damaged and/or deteriorated joint filler • Excessive pontoon misalignment	
Spud pile	Submerged surfaces	• Ordinary pile considerations • Wear or abrasion related to misalignment	
Tension line	Pontoon or anchor attachments	• Corrosion, misalignment, looseness, and line abrasion or strain	
	Cable or chain	• Corrosion, cathodic protection anode consumption (chains), breaks and/or abrasion, and potential sources of abrasion	• Catenary chains may be subject to wear at mudline
Anchor	Anchor assembly	• Misalignment or movement, instability, and inadequate embedment	

Table A-12. Mooring Hardware: Checklist for Inspections

Section or Part	What to Look for	Comments
Bollards, bitts, and cleats	Coating loss, corrosion, abrasion, displacement, cracking	Make sure to check in high-wear areas, such as the base of the hardware where the mooring lines sit. These areas are often the first to experience coating loss and corrosion. It is important to look under mooring lines while no vessels are berthed, as this is the area of most concern.
Fasteners	Corrosion, deformity	May need to conduct Level III inspection to determine full extent of fasteners' deterioration. Check both above and below deck level if fasteners can be accessed from both sides, especially for timber structures.
Supporting structure	Cracks, spalls, displacement	Check below deck level if fasteners go through deck, especially for timber structures.

Table A-13. Fender Systems: Checklist for Inspections

Section or Part	What to Look for	Comments
Absorption element	Deformation, cracking, abrasion, tears	Connections are vulnerable areas
Fender panels	Deformation, deterioration, debris accumulation, blocked drainage, loose or missing hardware	Connections to fenders or chains are vulnerable areas
Supporting piles	Buckling, impact damage, broken sections, material specific deterioration	Not found on all fender systems
Rub surface	Abrasions, impact damage, protruding bolts, missing elements	

Table A-14. Mooring Buoy Systems (Riser and Nonriser Type Moorings): Checklist for Inspections

Component	Section or Part	What to Look for	Comments
Buoy, upper portion	General	• Size; freeboard; physical damage (dents, holes, list); coating condition	
	Fenders, chafing rails or strips	• General condition	
	Top jewelry	• General condition of tension bar, hawse pipe, manhole covers, etc., as applicable	• Check for hardware wear and corrosion, damage, etc.
Buoy, lower portion	Hull	• General condition, physical damage (dents, holes, etc.)	• Check condition of coating
	Bottom jewelry	• Condition of tension bar, hawse pipe, etc., as applicable; condition of chain padeyes (for nonriser moorings)	• Tension bar: Check eye and retaining plate for wear/ distortion • Hawse pipe: Check chain for wear/corrosion, rubbing casting for wear
Riser chain subassembly	Chain links, connecting, hardware, swivel, ground ring	• Type and general condition, wear/corrosion, distortion	• Measure chain links at three locations for each shot of chain, i.e., each end and midway between; at each location, take single and double link measurement
Anchor chain subassembly	Chain links, connecting hardware, swivel (if applicable)	• Type and general condition, wear/ corrosion, distortion, compass bearing of each chain	• Check for pitting corrosion
Anchor subassembly (if visible)	Anchor, connecting hardware	• Type and general condition	• Note orientation of anchor flukes if visible
Cathodic protection system, buoy and chain	See Section A.14		

Table A-15. Wave Screens and Attenuators: Checklist of Inspections

Type	Component	What to Look for	Comments
Fixed wave screens	Support piles	Damaged or "missing" piles, deterioration, alignment (straightness) of piles from top to bottom, exposed length	Check for "ice jacking" in colder climates
	Beams and wales	Damaged or "missing" elements, deterioration, connecting hardware condition	
	Panels or planks	Damaged or "missing" elements, deterioration, connecting hardware condition, length of element below water	Check for fouling from floating debris
Floating wave attenuators	Guide piles	Damaged or "missing" piles, deterioration, alignment (straightness) of piles from top to bottom, exposed length	Check abrasion at pile guides
	Floats	General alignment, condition of attached wave attenuation devices, connection between floats, bottom surface condition	See Section A.9 for general float inspection
	Anchor chain or cables	General condition, wear/corrosion, distortion, connection to float, connection to anchor	
	Anchors	Location of anchor, embedment, general condition	

Table A-16. Waterfront Security Barriers: Checklist for Inspections

Section or Part	What to Look for	Comments
WSB floats	Verify floats are intact, not showing signs of advanced corrosion, and not taking on water internally	The freeboard of multiple floats should be compared to determine if any one buoy is significantly lower in the water, indicating possible water intrusion issues
WSB buoys	Verify buoys are intact, not showing signs of advanced corrosion, and not taking on water internally; verify buoy locations have not changed from the original configuration and mooring chains are not showing greater than 80% wear	Compare the freeboard of multiple buoys to determine if any one buoy is significantly lower in the water, indicating possible water intrusion issues. Typically diving will be required to inspect mooring chains. See Section A.11 for additional information.
Nets	Verify all nets are intact, properly connected to structural members, and hung properly	The lifespan of the WSB nets may be decreased with exposure to natural outdoor environments
Connectors	Verify all connections, both primary and back up (if applicable), are intact and operating properly; verify connections on both ends are secure and properly tightened	Periodically check urethane connectors for cracking and interior deterioration
Kayak guards	Verify all kayak guards are intact and properly connected to the WSB	Kayak guards should be positioned to prevent small vessels from transiting under the WSB
Navigational lights	Verify all navigation lights are properly working and connected securely to the WSB; verify the power supply, if solar, isn't covered by bird guano	Navigational lights may need to be periodically cleaned to prolong life
Warning signs	Verify warning signs are legible, properly mounted to the WSB, and appropriately positioned	Warning signs may need to be periodically cleaned to ensure legibility

Table A-17. Cathodic Protection Systems: Checklist for Inspections

Element	Component	What to Look for	Comments
Coating	Overall	General condition, amount of coverage, amount of bare steel exposed, dry film thickness, adhesion/disbondment	
	Zones	Atmospheric zone condition	
		Splash zone condition	
		Tidal zone condition	Include description of marine growth
		Submerged zone condition	Include description of marine growth
	Edges	Condition of coating at edges of flanges and other members	
	Welds and connections	Condition of coating at welds and other connections	Look for disbondment at welds, bolt heads, and other connections
Galvanizing	Overall	General condition, layer thickness	
	Zones	Atmospheric zone condition	
		Splash zone condition	
		Tidal zone condition	Include description of marine growth
		Submerged zone condition	Include description of marine growth
	Welds and Connections	Condition of galvanizing at welds and other connections	
Galvanic Cathodic protection system	Anodes	Size	Record dimensions and % remaining
		General condition	Describe appearance
	Connection	Welded	
		Bolted	
		Hanging	
		Sled	
		Cables	
Impressed current Cathodic protection system	Rectifier	AC power supply to unit	
		AC power across transformer	
		DC power across rectifier	
		DC power at output taps	
		Voltage and current to anodes	Record voltage and current levels
	Cables	General condition	
		Connections	
		General condition	
	Anodes	Size	

Table A-18. Marinas and Small Craft Harbors: Checklist for Inspections

Component	Section or Part	What to Look for	Comments
Floats	General	Excessive float misalignment, tilt, reduced freeboard	Misalignment may suggest anchor slippage; tilt or loss of freeboard could be caused by leakage, excessive marine growth, etc.
	Decking or surface	Worn, uneven, spalled, loss of nonslip surfacing, corrosion, loose deck members	May result in a tripping or slipping safety hazard
	Shell	Surface deterioration; physical damage (dents, holes, etc.); loose or leaking access hatch covers	Check for waterlogged filler
	Joints between float units	Damaged, loose, and/or deteriorated connecting hardware; excessive float misalignment	
Anchor systems and piles	Anchor chain and connecting hardware	General condition, wear/corrosion, Distortion	
	Anchor cable winches	Secure attachment to deck, verify cables are not binding within winch	
	Pile system	Damaged or "missing" piles, alignment (straightness) of piles from top to bottom	Check for "ice jacking" in colder climates
	Pile surfaces	Deterioration, wear/corrosion, mechanical damage	
	Pile guides	Deterioration, damage, wear/corrosion, missing components, binding	Integrity and condition of pile/float connection
Fenders and appurtenances	Fenders or bumpers	Deterioration, missing/loose members, condition of attachment hardware	Check corner bumpers
	Cleats	Damage, missing connecting hardware	
	Ladders	Damage, missing connecting Hardware	
Roofs and covers	Roof panels	Holes, tears, missing connectors	
	Trusses and columns	General condition, missing or bent members, missing or damaged connecting hardware, column attachments	

Table A-19. Gangways: Checklist for Inspections

Component	What to Look for	Comments
Ramp structural members	Missing or bent members, weld cracks, and damaged coatings	See Section A.21 for utilities
Ramp deck, walking surface	General condition and antislip elements	
Skids, rollers	General condition, freedom of movement	
Guardrails	General condition, height, intermediate rail, attachment to deck	Pay particular attention to splinters (if wood) or burrs (if metal), which may cause hand injury
Connections	Deterioration, signs of overstress, fatigue, or leaks	

Table A-20. Boat Ramps: Checklist for Inspections

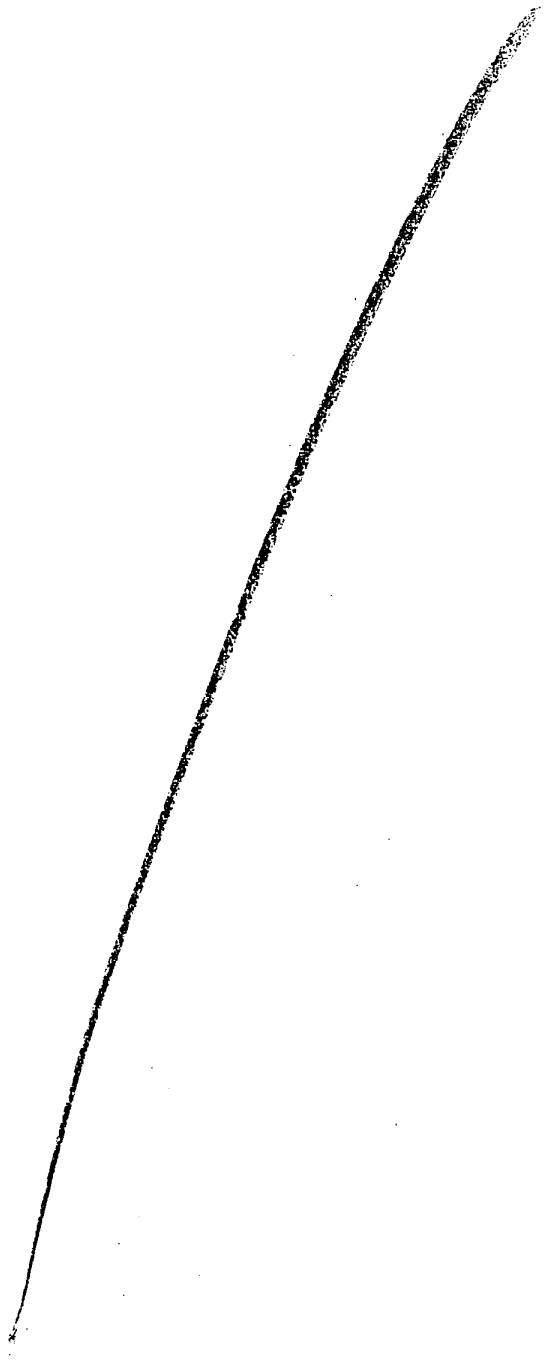
Type	Component	What to Look for	Comments
Boarding floats	Grounding skids or blocks	Presence, condition	See Sections A.18 for floats and A.22 for utilities
Ramps	Ramp surface	Concrete condition, undermining, cracking, surface traction	
	Curbs	Damage	
	Abutment	Damage	

Table A-21. Crane Rails, Trenching, and Cables: Checklist for Inspections

Element	Component	What to Look for	Comments
Crane rail	Head	"Mushrooming" or plastic deformation of running surface	Thin layers of steel may be seen as "sliding off" the rail head
		Uneven wear	
		Lateral, out-of-plane deformation	
	Web	Cracking at connection to head	
		Rotation	Indicates rail is insufficient size for loads applied or crane wheels are misaligned
	Joints	Worn connection plates	Look for widened bolt holes
		Loose bolts	
	Support	Cracking or spalling in grout under crane rail base	
	Connection to base	Loose clips or clamps	Rail attachments to concrete
		Loose or missing spikes	Rail attachments to timber ties
Trench, cable, and collector bars	Cable	Cracked insulation	Refer to facility operator immediately
		Burn marks, other signs of an electrical short	STOP! Initiate lockout/tagout process
		Kinked or bent cable	
		Cable in water (on deck or under deck)	
	Trench	Corrosion, concrete spalling	
		Operation of cover plates	
		Cover plates broken, buckled, or corroded	
		Debris in trench	
	Collector bars	Burn marks, other signs of an electrical short	STOP! Initiate lockout/tagout process
		Frayed or worn collector elements	
		Debris in collector trench	

Table A-22. Waterfront Utilities: Checklist for Inspections

Type	Component	What to Look for	Comments
Utility support	Pipe or conduit hangers	Missing, broken, or structurally failed supports; corrosion; bending or distortion; loose hardware or other signs of connection failure	Sagging pipes or conduits are a sign of missing hangers
	Trenches	Water intrusion or ponding, failed drainage or pump systems	
	Cover plates or manholes	Improper seating on the frame, corrosion, leakage, distortion, elongation, distortion of holding clamps, and misalignment	
Utility runs	Piping	Obvious leakage; strain or torsion; excessive corrosion; failed coating; misalignment; lack of support; excessive vibration; broken, loose, deteriorated, or strained connections; and cracks or other breaches	
	Conduits	Breaks, visible wires, corroded or mechanically damaged conduit, loose or missing attachments to structures, failed conduit inspection plates	
	Fittings	Discontinuity from loose, missing, or broken connections; signs of burning or overheating; corrosion	



Appendix B
Glossary

The words or phrases listed below may be encountered when dealing with the inspection, evaluation, and repair of marine structures. The definitions provided are applicable to this context. Some of the words or phrases may have different meanings when used in a different context.

American Association of State Highway and Transportation Officials (AASHTO). A standards setting body that publishes specifications, test protocols, and guidelines that are used in highway design and construction throughout the United States. Despite its name, the association represents not only highways but air, rail, water, and public transportation as well.

Abrasion. A wearing away of surfaces by friction.

Abutment. Typically the section of a seawall or bulkhead which adjoins a pier or bridge.

Accretion. May be either Natural or Artificial. Natural accretion is the buildup of land, solely by the action of the forces of nature, on a Beach by deposition of water- or airborne material. Artificial accretion is a similar buildup of land by reason of an act of man, such as the accretion formed by a groin, breakwater, or beach fill deposited by mechanical means. Also Aggradation.

Acid copper chromate (ACC). Wood preservative used for timber treatment.

Advance (of a beach). (1) A continuing seaward movement of the shoreline. (2) A net seaward movement of the shoreline over a specified time. Also Progression.

Age, Wave. The ratio of wave velocity to wind velocity.

Aggradation. See Accretion.

Alkali-aggregate reaction (AAR). Two most common forms are alkali- silica reaction (ASR) and alkali-carbonate reaction (ACR). Both are caused by a reaction between chemical ions in the alkaline cement solution in concrete and reactive forms of aggregate.

Alkali-carbonate reaction (ACR). A reaction that occurs between some of the dolomitic limestone aggregates and alkalis in the cement; the reaction forms a gel, which swells when sufficient moisture is present, causing cracking around the reacting aggregates

Alkali-silica reaction (ASR). A potentially expansive chemical reaction between siliceous aggregate and the hydroxide ions associated with the ions of sodium and potassium in solution in the paste. The siliceous rocks involved in this reaction are those with an imperfect crystal structure or

those that are not crystalline, which can be very deleterious if the forces generated by the expanding silica gels exceed the cohesive forces of the placement.

Allowable Pile Load. The maximum load on a pile that will not cause stress to exceed the limit specified by the applicable code. The APL is determined from the ultimate pile capacity divided by an appropriate safety factor.

Alluvium. Soil (sand, mud, or similar detrital material) deposited by streams, or the deposits formed.

Alongshore. Parallel to and near the shoreline; Longshore.

Aluminum. A structural lightweight metal used in ships and docks and a metal used in sheathing; may be used as a sacrificial anode in cathodic protection against corrosion.

American Society for Testing and Materials (ASTM). A globally recognized leader in the development and delivery of international voluntary consensus standards.

American Wood Preservers Association (AWPA). A nonprofit organization that is responsible for promulgating voluntary wood preservation standards.

Ammoniacal copper arsenate (ACA). A wood preservative used for timber treatment.

Ammoniacal copper zinc arsenate (ACZA). A wood preservative used for timber treatment.

Amphipod. A smaller division (order) of the larger group (class) of invertebrates known as Crustacea. Chelura is an example.

Amphoteric. A metal that is susceptible to corrosion in both acid and alkaline environments. Aluminum is an example of an amphoteric metal.

Amplitude, Wave. (1) The magnitude of the displacement of a wave from a mean value. An ocean wave has an amplitude equal to the vertical distance from still-water level to wave crest. For a sinusoidal wave, the amplitude is one-half the wave height. (2) The semi-range of a constituent tide.

Anode. An element in a cathodic protection system that discharges electrical current either from an external source (impressed current system) or from a self-generated source (sacrificial anode system) to depress the potential of a structure below a value at which corrosion occurs.

Antidunes. Bed Forms that occur in trains and are in phase with, and strongly interact with, gravity water-surface waves.

Antinode. See Loop.

Armor Unit. A relatively large quarrystone or concrete shape that is selected to fit specified geometric characteristics and density. It is usually of nearly uniform size and usually large enough to require individual placement. In normal cases it is used as primary wave protection and is placed in thicknesses of at least two units.

Artificial Nourishment. The process of replenishing a beach with material (usually sand) obtained from another location.

As-Built Drawings. Drawings that show all deviations from the original design and changes made during construction.

ASTM - American Society of Testing Materials.

Atmospheric pressure. Normal pressure of air at sea level, 14.7 pounds per square in. (101.4 kPA).

Atoll. A ring-shaped coral reef, often carrying low sand islands, enclosing a lagoon.

Attenuation. (1) A lessening of the amplitude of a wave with distance from the origin. (2) The decrease of water-particle motion with increasing depth. Particle motion resulting from surface oscillatory waves attenuates rapidly with depth, and practically disappears at a depth equal to a surface wavelength.

Awash. Situated so that the top is intermittently washed by waves or tidal action. Condition of being exposed or just bare at any stage of the tide between high water and chart datum.

Backbeach. See Backshore.

Backfill. Previously dredged or excavated soil reused as leveling fill.

Backrush. The seaward return of the water following the uprush of the waves. For any given tide stage the point of farthest return seaward of the backrush is known as the LIMIT of BACKRUSH or LIMIT BACKWASH.

Backshore. That zone of the shore or beach lying between the foreshore and the coastline comprising the BERM or BERMS and acted upon by waves only during severe storms, especially when combined with exceptionally high water. Also BACKBEACH.

Backwash. (1) See BACKRUSH. (2) Water or waves thrown back by an obstruction such as a ship, breakwater, or cliff.

Bank. (1) The rising ground bordering a lake, river, or sea; or of a river or channel, for which it is designated as right or left as the observer is facing downstream. (2) An elevation of the sea floor or large area, located on a continental (or island) shelf and over which the depth is relatively shallow but sufficient for safe surface navigation; a group of shoals. (3) In its secondary sense, used only with a qualifying word such as "sandbank" or "gravelbank," a shallow area consisting of shifting forms of silt, sand, mud, and gravel.

Bankia. A genus of molluscan marine borers.

Bar. A submerged or emerged embankment of sand, gravel, or other unconsolidated material built on the sea floor in shallow water by waves and currents. See Baymouth Bar, Cuspate Bar.

Bark. The outside layer of a tree, composed of living, inner bark called phloem and an outer bark of dead tissue.

Barnacle. An encrusting fouling organism belonging to the large general group (class) Crustacea.

Barrier Beach. A bar essentially parallel to the shore, the crest of which is above normal high water level. Also called Offshore Barrier and Barrier Island.

Barrier Lagoon. A bay roughly parallel to the coast and separated from the open ocean by barrier islands. Also, the body of water encircled by coral islands and reefs, in which case it may be called an atoll lagoon.

Barrier Reef. A coral reef parallel to and separated from the coast by a lagoon that is too deep for coral growth. Generally, barrier reefs follow the coasts for long distances and are cut through at irregular intervals by channels or passes.

Basin, Boat. A naturally or artificially enclosed or nearly enclosed harbor area for small craft.

Bathymetry. The measurement of depths of water in oceans, seas, and lakes; also information derived from such measurements.

Bathycorrometer. Trade name of a d.c. measuring instrument containing a voltmeter and an electrode assembly enclosed in a watertight casing. Used by divers to measure a structure's electrical potential during a corrosion survey.

Batter Pile. An inclined structural pile installed to resist horizontal forces.

Bay. A recess in the shore or an inlet of a sea between two capes or headlands, not so large as a gulf but larger than a cove. See also Bight, Embayment.

Baymouth Bar. A bar extending partly or entirely across the mouth of a bay.

Bayou. A minor sluggish waterway or estuarial creek, tributary to, or connecting, other streams or bodies of water, whose course is usually through lowlands or swamps. Sometimes called Slough.

Beach. The zone of unconsolidated material that extends landward from the low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves). The seaward limit of a beach--unless otherwise specified--is the mean low water line. A beach includes Foreshore and Backshore. See also Shore.

Beach Accretion. See Accretion.

Beach Berm. A nearly horizontal part of the beach or backshore formed by the deposit of material by wave action. Some beaches have no berms, others have one or several.

Beach Cusp. See Cusp.

Beach Erosion. The carrying away of beach materials by wave action, tidal currents, littoral currents) or wind.

Beach Face. The section of the beach normally exposed to the action of the wave uprush. The Foreshore of a Beach. (Not synonymous with Shoreface.)

Beach Fill. Material placed on a beach to renourish eroding shores.

Beach Ridge. See Ridge, Beach.

Beach Scarp. See Scarp, Beach.

Beach Width. The horizontal dimension of the beach measured normal to the shoreline.

Beam. A horizontal structural member that primarily resists loads applied perpendicular to the length. In marine structures beams typically span between pile caps or girders and often support the deck.

Beams and stringers. Lumber of rectangular cross section, 5 in. (127 mm) or more thick and 8 in. (203 mm) or more wide, graded with respect to its strength when loaded on the narrow face.

Bearing piles. Those piles in a structure that support the load.

Bed Forms. Any deviation from a flatbed that is readily detectable by eye and higher than the largest sediment size present in the parent bed material; generated on the bed of an alluvial channel by the flow.

Bedload. See Load.

Bench. (1) A level or gently sloping erosion plane inclined seaward. (2) A nearly horizontal area at about the level of maximum high water on the sea side of a dike.

Bench Cap. Timber repair element, placed horizontally on top of a series of cut off timber piles, typically used to realign piles for posting repairs.

Bench capping. A method of replacing damaged piles at higher elevations when more than one pile in line is to be repaired.

Bench Mark. A permanently fixed point of known elevation. A primary bench mark is one close to a tide station to which the tide staff and tidal datum originally are referenced.

Bent. A line of piles which share a common pile cap.

Berm, Beach. See Beach Berm.

Berm Crest. The seaward limit of a berm. Also called Berm Edge.

Berth. The water area at the edge of a wharf or pier reserved for a vessel.

Bight. A bend in a coastline forming an open bay. A bay formed by such a bend.

Biological deterioration. Deterioration or damage caused by living organisms.

Biofouling or biological fouling. The accumulation of microorganisms, plants, algae, or animals on wetted surfaces.

Bitt. A single- or double-posted steel fitting on the deck of a ship, pier or wharf to which mooring lines are secured.

Bitumastic. A coating made from higher boiling point materials found in tar.

Bleeding. The exudation of liquid preservative from treated wood, the exudate may evaporate, remain liquid, or harden into a semisolid or solid state.

Block and Mortar. Common construction of older bridge piers and bulkheads consisting of vertically stacked cut stones and concrete.

Blown Sands. See Eolian Sands.

Bluff. A high, steep bank or cliff.

Bold Coast. A prominent landmass that rises steeply from the sea.

Bollard. A single- or double-posted steel fitting on the deck of a pier or wharf around which mooring lines from vessels are tied.

Bore. A very rapid rise of the tide in which the advancing water presents an abrupt front of considerable height. In shallow estuaries where the range of tide is large, the high water is propagated inward faster than the low water because of the greater depth at high water. If the high water overtakes the low water, an abrupt front is presented, with the high-water crest finally falling forward as the tide continues to advance. Also Eager.

Borers, marine. Marine organisms that attack wood in the submerged portions of structures placed in salt or brackish waters. Two general groups of borers are recognized, the Crustacea and the Mollusca.

Boring. A sample taken from wood for detection of deterioration or preservative penetration; the movement of certain organisms through wood.

Bottom. The ground or bed under any body of water; the bottom of the sea.

Bottom (nature of). The composition or character of the bed of an ocean or other body of water (e.g., clay, coral, gravel, mud, ooze, pebbles, rock, shell, shingle, hard, or soft).

Boulder. A rounded rock more than 10 in. in diameter; larger than a cobblestone. See Soil Classification.

Braces. Semi-structural members typically used on marine structures to maintain pile alignment and verticality, reduce the unsupported length of piles, and increase resistance to horizontal forces.

Bracing. Wood or supports supplying additional strength to a structure.

Brackish water. Water that is partly salt and partly fresh.

Branding. Permanent marking on a treated wood product to identify the supplier and date of treatment; other information may be included in a brand when so specified.

Breaker. A wave breaking on a shore, over a reef, etc. Breakers may be classified into four types:

Spilling – bubbles and turbulent water spill down front face of wave. The upper 25 percent of the front face may become vertical before breaking. Breaking generally occurs over quite a distance.

Plunging – crest curls over air pocket; breaking is usually with a crash. Smooth splash-up usually follows.

Collapsing – breaking occurs over lower half of wave, with minimal air pocket and usually no splash-up. Bubbles and foam present.

Surging – wave peaks up, but bottom rushes forward from under wave, and wave slides up beach face with little or no bubble production. Water surface remains almost plane except where ripples may be produced on the beach face during runback.

Breaker Depth. The still-water depth at the point where a wave breaks. Also called Breaking Depth.

Breakwater. A structure protecting a shore area, harbor, anchorage, or basin from waves.

Breasting Dolphin. A structure against which a vessel breasts when moored. Usually fitted with a fender system and may also support mooring fittings.

Brinell hardness test. The oldest of the hardness test methods in common use today, the Brinell test is frequently used to determine the hardness of forgings and castings that have a grain structure too course for Rockwell or Vickers testing. Therefore, Brinell tests are frequently done on large parts. By varying the test force and ball size, nearly all metals can be tested using a Brinell test. Brinell values are considered test-force independent as long as the ball size/test force relationship is the same.

Brown rot. Deterioration caused by a group of fungi producing a brown residue or powder.

Bulkhead. A retaining wall to prevent sliding of earth or fill into water.

Bulkhead. A structure or partition to retain or prevent sliding of the land. A secondary purpose is to protect the upland against damage from wave action.

Bullrail. A wide low curb along the outboard edge of the pier or wharf, it may be cast-in-place concrete, steel or timber; fixed or removable; mooring hardware is often mounted on top of the bullrail.

Buoy. A float moored to the bottom to mark the position of a shoal, channel, or anchorage limit, or a floating element of a ship mooring.

Buoyancy. The resultant of upward forces, exerted by the water on a submerged or floating body, equal to the weight of the water displaced by this body.

Burrow. Tunnel or excavation made by marine borers.

Bypassing, Sand. Hydraulic or mechanical movement of sand from the accreting updrift side to the eroding downdrift side of an inlet or harbor entrance. The hydraulic movement may include natural movement as well as movement caused by man.

Caliper. A compass or divider with curved legs for measuring diameter of pipes, rods, or piles.

Caisson. A concrete structure with a steel or concrete end closure.

Camel. A floating device acting as a fender and used to separate a moored vessel from a pier, wharf, quay, or other vessel, camels are used with ships that have hull configurations that do not match

well with typical pier or wharf fender systems, such as submarines or where vessels require an offset from the pier or wharf due to deck or superstructure overhangs, such as an aircraft carrier.

Canal. An artificial watercourse cut through a land area for such uses as navigation and irrigation.

Canyon. A relatively narrow, deep depression with steep slopes, the bottom of which grades continuously downward. May be underwater (submarine) or on land (subaerial).

Cap log. A timber member connecting and protecting the heads of piles; generally not a structural member.

Cape. A relatively extensive land area jutting seaward from a continent or large island which prominently marks a change in, or interrupts notably, the coastal trend; a prominent feature.

Capillary Wave. A wave whose velocity of propagation is controlled primarily by the surface tension of the liquid in which the wave is traveling. Water waves of length less than about 1 in. are considered capillary waves. Waves longer than 1 in. and shorter than 2 in. are in an indeterminate zone between Capillary and Gravity Waves. See Ripple.

Capstan. Vertical axled rotating machine used to apply force to ropes, cables, and hawsers. The principle is similar to that of the windlass, which has a horizontal axle.

Carbonation. Occurs when the calcium in concrete is attacked by carbon dioxide of the air and converted to calcium carbonate.

Catenary. The curve that an idealized hanging chain or cable assumes under its own weight when supported only at its ends.

Cathode. The negative electrode of an electrolytic cell.

Cathodic Protection. An electrical method of controlling corrosion in a conducting medium such as seawater or moist soil where an electrical current is applied to a structure either by the corrosion of an active anode material or an external electrical power supply.

Causeway. A raised road across wet or marshy ground, or across water.

Caustic. In refraction of waves, the name given to the curve to which adjacent orthogonals of waves refracted by a bottom whose contour lines are curved, are tangents. The occurrence of a caustic always marks a region of crossed orthogonals and high wave convergence.

Cay. See Key.

Celerity. Wave speed.

Central Pressure Index (CPI). The estimated minimum barometric pressure in the eye (approximate center) of a particular hurricane. The CPI is considered the most stable index to intensity of hurricane wind velocities in the periphery of the storm; the highest wind speeds are associated with storms having the lowest CPI.

Chafing. Abrasion caused by material rubbing against a structure.

Channel. A steel or concrete structural member having two flanges and a web which form a U-shape when viewed in cross-section.

Characteristic Wave Height. See Significant Wave Height.

Charpy impact test. Also known as the Charpy V-notch test, a standardized high strain-rate test that determines the amount of energy absorbed by a material during fracture. This absorbed energy is a measure of a given material's notch toughness and acts as a tool to study temperature-dependent ductile-brittle transition.

Chart Datum. The plane or level to which soundings (or elevations) or tide heights are referenced (usually Low Water Datum). The surface is called a tidal datum when referred to a certain phase of tide. To provide a safety factor for navigation, some level lower than Mean Sea Level is generally selected for hydrographic charts, such as Mean Low Water or Mean Lower Low Water. See Datum Plane.

Checking. A typical defect found in timber members involving minor cracking of the surface of the member due to shrinkage.

Chelura. A genus of Crustacea borers.

Chemical damage. Deterioration of structural members due to the effect of chemical reactions.

Chock (timber). Timber member used as a spacer between structural members.

Chop. The short-crested waves that may spring up quickly in a moderate breeze, and which break easily at the crest. Also Wind Chop.

Chromated copper arsenate (CCA). A wood preservative used for timber treatment since the mid 1930s.

Clamped. A method of fastening, where one member is sandwiched between two other members.

Clapotis. The French equivalent for a type of Standing Wave. In American usage it is usually associated with the standing wave phenomenon caused by the reflection of nonbreaking wave train from a structure with a face that is vertical or nearly vertical. Full clapotis is one with 100 percent reflection of the incident wave; partial clapotis is one with less than 100 percent reflection.

Clay. See Soil Classification.

Clearwater Box. A glass or plexiglass box used to facilitate the taking of underwater photographs in turbid waters.

Cleat. A metal fitting on the deck of a pier or ship usually with two projecting horns around which a rope may be made fast (as by belaying it).

Cliff. A high, steep face of rock; a precipice. See also Sea Cliff.

Cnoidal Wave. A type of wave in shallow water (i.e., where the depth of water is less than 1/8 to 1/10 the wavelength). The surface profile is expressed in terms of the Jacobian elliptic function cn; hence the term cnoidal.

Coal tar derivative. Preservative obtained from the distillation of coal tar.

Coast. A strip of land of indefinite width (may be several kilometers) that extends from the shoreline inland to the first major change in terrain features.

Coastal Area. The land and sea area bordering the shoreline.

Coastal Plain. The plain composed of horizontal or gently sloping strata of clastic materials fronting the coast, and generally representing a strip of sea bottom that has emerged from the sea in recent geologic time.

Coastal waters. Seawaters bordering the continents subject to tidal flow.

Coastline. (1) Technically, the line that forms the boundary between the Coast and the Shore. (2) Commonly, the line that forms the boundary between the land and the water.

Coatings. Protective covers to prevent corrosion.

Cobble (Cobblestone). See Soil Classification.

Cofferdam. A temporary enclosure built within, or in pairs across, a body of water and constructed to allow the enclosed area to be pumped out, creating a dry work environment for the major work to proceed.

Cold iron. Describes the condition of a ship when all shipboard boilers, engines, and generators are inoperative during repairs or due to intentional shutdown and can furnish none of the ship's required services.

Cold Joint (construction joint). The joint in a concrete member created when two abutting sections are cast at different times.

Cohesive Soil. Soil, typically clay, that is held together by the mutual molecular attraction of its particles.

Comber. (1) A deepwater wave whose crest is pushed forward by a strong wind; much larger than a whitecap. (2) A long-period breaker.

Composite. A structural member or members made up of disparate materials.

Concrete forms. Generally temporary wood or steel structures constructed to retain wet concrete until the concrete sets.

Conditioning. The heating or removal of moisture from unseasoned or partially seasoned wood as a preliminary to preservative treatment and as a means of improving the penetrability and absorptive properties of the wood.

Connectors, timber. Devices, such as metal rings and plate and wood discs that, when embedded in each member, increase the efficiency of a timber joint.

Continental Shelf. The zone bordering a continent and extending from the low water line to the depth (usually about 180 meters) where there is a marked or rather steep descent toward a greater depth.

Contour. A line on a map or chart representing points of equal elevation with relation to a Datum. It is called an Isobath when connecting points of equal depth below a datum. Also called Depth Contour.

Controlling Depth. The least depth in the navigable parts of a waterway, governing the maximum draft of vessels that can enter.

Convergence. (1) In refraction phenomena, the decreasing of the distance between orthogonals in the direction of wave travel. Denotes an area of increasing wave height and energy concentration. (2) In wind-setup phenomena, the increase in setup observed over that which would occur in an equivalent rectangular basin of uniform depth, caused by changes in planform or depth; also the decrease in basin width or depth causing such increase in setup.

Coping. A top course of stone or concrete to tie a structure together or to distribute the pressure from exterior loading.

Copper-copper sulfate. Reference cell for electrolyte potential measurements in seawater.

Copper naphthenate. A toxic chemical preservative particularly effective against insects and destructive fungi.

Coral. (1) (Biology) Marine coelenterates (Madreporaria), solitary or colonial, which form a hard external covering of calcium compounds or other materials. The corals which form large reefs are limited to warm, shallow waters, while those forming solitary, minute growths may be found in colder waters to great depths. (2) (Geology) The concretion of coral polyps, composed almost wholly of calcium carbonate, forming reefs and tree-like and globular masses. May also include calcareous algae and other organisms producing calcareous secretions, such as bryozoans and hydrozoans.

Core. A vertical cylindrical sample of the bottom sediments from which the nature and stratification of the bottom may be determined. The cylinder of wood, removed by means of an increment borer, from which may be determined, by linear measurement, sapwood thickness and preservative penetration, and, by assay, preservative retention and distribution.

Corrosion. The deterioration of a metal by electrochemical action.

Cove. A small, sheltered recess in a coast, often inside a larger embayment.

Crack. A split or separation of material.

Creosote, coal tar. A distillate derived from coal tar. As used in the wood-preserving industry, creosote denotes a distillate of coal tar produced by the high-temperature carbonization of bituminous coal. Creosote consists principally of liquid and solid aromatic hydrocarbons and contains some tar acids and tar bases; it is heavier than water and has a continuous boiling range beginning at about 200 °C.

Creosote-coal tar solution. Solution of coal tar and creosote in selected proportions; usually contains 20 to 50% coal tar.

Creosote, marine grade. A coal tar creosote meeting special requirements as specified for the treatment of materials for marine use.

Crest Length, Wave. The length of a wave along its crest. Sometimes called Crest Width.

Crest of Berm. The seaward limit of a berm. Also called Berm Edge.

Crest of Wave. (1) the highest part of a wave. (2) That part of the wave above still-water level.

Crest Width, Wave. See Crest Length, Wave.

Crevice corrosion. Corrosion of a metal at an area where contact is made with a nonmetallic material.

Crib. A structure of interlocking perpendicular members, typically timber, which is filled with stone and used as a retaining wall or bulkhead.

Crustacea. A large group (class) of invertebrate animals. Barnacles, Limnoria, Sphaeroma, and Chelura are examples.

Curb. On marine structures, a curb is the perimeter barrier, usually 8 in. to 14 in. high, bolted, cast, or otherwise attached to the deck. Curbs can be of timber, steel, or concrete construction.

Current. A flow of water.

Current, Coastal. One of the offshore currents flowing generally parallel to the shoreline in the deeper water beyond and near the surf zone; these are not related genetically to waves and resulting surf, but may be related to tides, winds, or distribution of mass.

Current, Drift. A broad, shallow, slow-moving ocean or lake current. Opposite of Current, Stream.

Current, Ebb. The tidal current away from shore or down a tidal stream. Usually associated with the decrease in the height of the tide.

Current, Eddy. See Eddy.

Current, Feeder. Any of the parts of the Nearshore Current System that flow parallel to shore before converging and forming the neck of the Rip Current.

Current, Flood. The tidal current toward shore or up a tidal stream. Usually associated with the increase in the height of the tide.

Current, Inshore. See Inshore Current.

Current, Littoral. Any current in the littoral zone caused primarily by wave action; e.g. Longshore Current, Rip Current. See also Current, Near-Shore.

Current, Longshore. The littoral current in the breaker zone moving essentially parallel to the shore, usually generated by waves breaking at an angle to the shoreline.

Current, Nearshore. A current in the Nearshore Zone.

Current, Offshore. See Offshore Current.

Current, Periodic. See Current, Tidal.

Current, Permanent. See Permanent Current.

Current, Rip. See Rip Current.

Current, Stream. A narrow, deep, and swift ocean current, as the Gulf Stream.

Current, Drift.

Current System, Nearshore. See Nearshore Current System.

Current, Tidal. The alternating horizontal movement of water associated with the rise and fall of the tide caused by the astronomical tide-producing forces. Also Current, Periodic. See also Current, Flood and Current, Ebb.

Cusp. One of a series of low mounds of beach material separated by crescent-shaped troughs spaced at more or less regular intervals along the beach face. Also Beach Cusp.

Cuspate Bar. A crescent-shaped bar uniting with the shore at each end. It may be formed by a single spit growing from shore and then turning back to again meet the shore, or by two spits growing from the shore and uniting to form a bar of sharply cuspate form.

Cuspate Spit. The spit that forms in the lee of a shoal or offshore feature (breakwater, island, rock outcrop) by waves that are refracted and/or diffracted around the offshore feature. It may be eventually grown into a TOMBOLO linking the feature to the mainland. See Tombolo.

Cyclopean masonry. A type of stonework built with huge boulders, roughly fitted together with minimal clearance between adjacent stones and no use of mortar.

Cycloidal Wave. A steep, symmetrical wave whose crest forms an angle of 120 degrees and whose form is that of a cycloid. A trochoidal wave of maximum steepness. See also Trochoidal Wave.

Datum, Chart. See Chart Datum.

Datum, Plane. The horizontal plane to which soundings, ground elevations, or water surface elevations are referred. Also REFERENCE PLANE. The plane is called a Tidal Datum when defined by a certain phase of the tide. The following datums are ordinarily used on hydrographic charts:

Deadman. A block or other heavy item, usually of concrete, buried in the ground to which is attached a steel rod or cable for anchoring objects.

Debris Line. A line near the limit of storm wave uprush marking the landward limit of debris deposits.

Decay. Disintegration of wood substance due to the action of wood destroying Fungi.

Decay Distance. The distance waves travel after leaving the generating area (Fetch).

Decay of Waves. The change waves undergo after they leave a generating area (Fetch) and pass through a calm, or region of lighter winds. In the process of decay, the significant wave height decreases and the significant wavelength increases.

Deck. The working surface of a wharf, pier, or vessel.

Deep Water. Water so deep that surface waves are little affected by the ocean bottom. Generally, water deeper than one-half the surface wavelength is considered deep water. Compare Shallow Water.

Deflation. The removal of loose material from a beach or other land surface by wind action.

Delta. An alluvial deposit, roughly triangular or digitate in shape, formed at a river mouth.

Delamination. A splitting apart into layers.

Delineation: Technique of determining an exact boundary of a wetland. Used for identifying jurisdictional wetlands in the United States.

Delayed ettringite formation (DEF). A type of internal sulfate attack in concrete, which is common in many precast concrete elements that have been heat treated beyond a certain temperature and have suppressed the normal ettringite formation, or, in a concrete that is made using a highsulfate portland cement. Instead of normal formation of ettringite by cement hydration in the plastic state, in these concretes ettringite forms after the hardening of the concrete. In the continued presence of moisture, components of ettringite (i.e., Ca, Al, S) slowly dissolve out and form ettringite in the confined spaces in hardened paste and thereby cause expansion, subsequent separations around the aggregate particles, stresses in the paste due to restrained expansion, and the resultant eventual cracking of concrete.

Depassivate. Remove ability of steel to resist corrosion.

Depth. The vertical distance from a specified tidal datum to the sea floor.

Depth of Breaking. The still-water depth at the point where the wave breaks. Also Breaker Depth.

Depth Contour. See Contour.

Depth, Controlling. See Controlling Depth.

Depth Factor. See Shoaling Coefficient.

Derrick Stone. See Stone, Derrick.

Design Hurricane. See Hypothetical Hurricane.

Deterioration (timber). General term used to describe cross-sectional or density loss in a timber member.

Differential global positioning system (DGPS). An enhancement to the global positioning system that provides improved location accuracy, from the 15-m nominal GPS accuracy to about 10 cm in the best case implementations

Differential thermal analysis (DTA). A thermoanalytic technique, similar to differential scanning calorimetry. In DTA, the material under study and an inert reference are made to undergo identical thermal cycles, while recording any temperature difference between sample and reference. This differential temperature is then plotted against time or against temperature (DTA curve or thermogram). Changes in the sample, either exothermic or endothermic, can be detected relative to the inert reference.

Diffraction (of water waves). The phenomenon by which energy is transmitted laterally along a wave crest. When a part of a train of waves is interrupted by a barrier, such as a breakwater, the effect of diffraction is manifested by propagation of waves into the sheltered region within the barrier's geometric shadow.

Dike (Dyke). A wall or mound built around a low-lying area to prevent flooding.

Dimension stock. Square of flat wood, usually in pieces smaller than the minimum sizes admitted by standard lumber grades, that is rough, dressed, green, or dry, and cut to the approximate dimension required for the various products of woodworking factories Dip treatment—the total submergence of a structural member in the preservative.

Disbonding. Coating separating from the protected structure.

Discharge structure. Outfalls at the ends of pipes, where the material flowing in the pipes enters the ocean or lake. Usually concrete or masonry but can be steel or wood.

Diurnal. Having a period or cycle of approximately one Tidal Day.

Diurnal Tide. A tide with one high water and one low water in a tidal day.

Divergence. (1) In refraction phenomena, the increasing of distance between orthogonals in the direction of wave travel. Denotes an area of decreasing wave height and energy concentration. (2) In wind-setup phenomena, the decrease in setup observed under that which would occur in an equivalent rectangular basin of uniform depth, caused by changes in planform or depth. Also the increase in basin width or depth causing such decrease in setup.

Dock. The water area adjacent to a wharf or pier to which a ship can be secured.

Dolphin. A structure usually consisting of a cluster of piles. It is placed at the outward end of piers and wharves, or along shore, to guide vessels into their moorings; to fend vessels away from structures, shoals, or the shore; or to support navigation aids.

Dote. "dote," "doze," and "rot" are synonymous with decay.

Douglas fir, interior. Douglas fir growing east of the summit of the Cascade Mountains; sometimes referred to as "intermountain Douglas fir." Interior Douglas fir growing in Oregon, Washington, Idaho, Wyoming, and Montana is designated "Douglas fir interior north."

Douglas fir, Pacific coast. Douglas fir growing between the Pacific Ocean and the summit of the Cascade Mountains; sometimes referred to as "coastal Douglas fir".

Downcoast. In United States usage, the coastal direction generally trending toward the south.

Downdrift. The direction of predominant movement of littoral materials.

Draft. Depth of vessel hull or buoy below the waterline.

Drift (noun). (1) Sometimes used as a short form for Littoral Drift. (2) The speed at which a current runs. (3) Floating material deposited on a beach (driftwood). (4) A deposit of a continental ice sheet; e.g., a drumlin.

Drift Current. A broad, shallow, slow-moving ocean or lake current.

Drydock. A specialized facility used for repair of ships, where the vessel is removed from the water or placed within a lock and the water is removed, leaving the ship in the dry to facilitate repairs.

Dry rot- A term loosely applied to many types of decay but especially to that which permits the wood to be crushed easily to a dry powder when in an advanced stage. The term is actually a

misnomer for any decay, because all fungi require considerable moisture for growth, and the wood must have been moist at the time the rot occurred.

Dunes. (1) Ridges or mounds of loose, wind-blown material, usually sand. (2) Bed Forms smaller than bars but larger than ripples that are out of phase with any water surface gravity waves associated with them.

Durability. As applied to wood, its lasting qualities or permanence in service with reference to its resistance to decay and other forms of deterioration. Decay resistance is a somewhat more specific term indicating resistance to attack by wood-destroying fungi under conditions favorable to their growth.

Duration. In wave forecasting, the length of time the wind blows in nearly the same direction over the Fetch (generating area).

Duration, Minimum. The time necessary for steady-state wave conditions to develop for a given wind velocity over a given fetch length.

Eager. See Bore.

Ebb. To recede from the flood, falling tide.

Ebb Current. The tidal current away from shore or down a tidal stream; usually associated with the decrease in height of the tide.

Ebb Tide. The period of tide between high water and the succeeding low water; a falling tide.

Echo Sounder. An electronic instrument used to determine the depth of water by measuring the time interval between the emission of a sonic or ultrasonic signal and the return of its echo from the bottom.

Eddy. A circular movement of water formed on the side of a main current. Eddies may be created at points where the main stream passes projecting obstructions or where two adjacent currents flow counter to each other. Also Eddy Current.

Eddy Current. See Eddy.

Edge Beam. The innermost or outermost beam supporting the deck of a pier or wharf.

Edge Wave. An ocean wave parallel to a coast, with crests normal to the shoreline. An edge wave may be Standing or Progressive. Its height diminishes rapidly seaward and is negligible at a distance of one wavelength offshore.

Efflorescence. A surface encrustation caused by the evaporation of solutions seeping out onto the surface of rock or concrete.

Electrochemical. A phenomenon where chemical change occurs through the indirect exchange of electrons.

Electrolyte. A chemical substance or mixture, usually liquid, containing ions that migrate in an electric field.

Embankment. An artificial bank such as a mound or dike, generally built to hold back water or to carry a roadway.

Embayed. Formed into a bay or bays, as an embayed shore.

Embayment. An indentation in the shoreline forming an open bay.

Embed. To place or fix firmly in surrounding matter; also "imbed" Embrittlement—causing a loss of ductility, such as hydrogen embrittlement, where the introduction of hydrogen into metal reduces its ductility.

Empty cell process. A method of pressure treating wood without use of a preliminary vacuum.

Encasement. Specific to marine repairs, an encasement is the repair of a deteriorated structural member or pile by covering it with reinforced concrete.

Energy Coefficient. The ratio of the energy in a wave per unit crest length transmitted forward with the wave at a point in shallow water to the energy in a wave per unit crest length transmitted forward with the wave in deep water. On refraction diagrams this is equal to the ratio of the distance between a pair of orthogonals at a selected shallow-water point to the distance between the same pair of orthogonals in deep water. Also the square of the Refraction Coefficient.

Entrance. The avenue of access or opening to a navigable channel.

Eolian Sands. Sediments of sand size or smaller which have been transported by winds. They may be recognized in marine deposits off desert coasts by the greater angularity of the grains compared with waterborne particles.

Epoxy Coating. A hard, chemically and environmentally resistant, thermosetting resin-based coating, often used in the marine environment to prevent deterioration of steel members.

Erosion. The wearing away of land by the action of natural forces. On a beach, the carrying away of beach material by wave action, tidal currents, littoral currents, or by deflation.

Erosion (of concrete). A reduction in the size of a structural concrete member due to external abrasive forces.

Escarpment. A more or less continuous line of cliffs or steep slopes facing in one general direction which are caused by erosion or faulting. Also Scarp.

Estuary. (1) The part of a river that is affected by tides. (2) The region near a river mouth in which the fresh water of the river mixes with the salt water of the sea.

Eurocode. A set of harmonized technical rules developed by the European Committee for Standardization for the structural design of construction works in the European Union.

Eutrophic: Nutrient rich.

Evaluation. Statement of value; a spoken or written statement of the value, quality, importance, extent, or condition of something.

Expansion Joint. A transverse joint in a marine structure provided to allow for thermal expansion and contraction.

Eye. In meteorology, usually the "eye of the storm" (hurricane); the roughly circular area of comparatively light winds and fair weather found at the center of a severe tropical cyclone.

Fairway. The parts of a waterway that are open and unobstructed for navigation. The main traveled part of a waterway; a marine thoroughfare.

Fascia. The vertical exterior surface of a pier, wharf, or similar structure.

Fathom. A unit of measurement used for soundings equal to 1.83 meters (6 feet).

Fathometer. The copyrighted trademark for a type of echo sounder.

Fathometric Survey. A hydrographic survey performed with an echo sounding device.

Feeder Beach. An artificially widened beach serving to nourish downdrift beaches by natural littoral currents or forces.

Feeder Current. See Current, Feeder.

Feeling Bottom. The initial action of a deepwater wave, in response to the bottom, upon running into shoal water.

Fender. A device, usually of timber, rubber, or rope, used to prevent impact or abrasion damage to a vessel or shore facility.

Fetch. The area in which Seas are generated by a wind having a fairly constant direction and speed. Sometimes used synonymously with Fetch Length. Also Generating Area.

Fetch Length. The horizontal distance (in the direction of the wind) over which a wind generates SEAS or creates a Wind Setup.

Fiber-reinforced polymer (FRP). Composite materials made of a polymer matrix reinforced with fibers. The fibers are usually fiberglass, carbon, or aramid, whereas the polymer is usually an epoxy, vinyl ester, or polyester thermosetting plastic. FRPs are commonly used in the aerospace, automotive, marine, and construction industries.

Fill. Earth, sod, rubble, or other natural material used for leveling upland of a marine structure.

Fiord (Fjord). A narrow, deep, steep-walled inlet of the sea, usually formed by entrance of the sea into a deep glacial trough.

Fir. A species of wood used in waterfront structures. See Douglas fir.

Firth. A narrow arm of the sea; also, the opening of a river into the sea.

Fish Plate. A timber plate that laps a joint or an area of a pile reduced by deterioration. It is secured to the sides so as to connect the members end to end or to strengthen them.

Flange. The portion(s) of a geometric cross-section furthest from the strong axis about which flexural stresses are imposed. The term flange is most commonly applied to the sides of an H-pile or beam.

Fleet mooring. An offshore anchoring system placed in a fixed location.

Float. A waterborne platform used for disembarking from a boat or working around waterfront structures.

Flood. Rising tide.

Flood Current. The tidal current toward shore or up a tidal stream, usually associated with the increase in the height of the tide.

Flood Tide. The period of tide between low water and the succeeding high water; a rising tide.

Flow. Direction of movement.

Fluke. The barbed shaped part of an anchor that digs into the bottom.

Foam Line. The front of a wave as it advances shoreward, after it has broken.

Following Wind. Generally, the same as a tailwind; in wave forecasting, wind blowing in the direction of ocean-wave advance.

Foredune. The front dune immediately behind the backshore.

Forerunner. Low, long-period ocean swell which commonly precedes the main swell from a distant storm, especially a tropical cyclone.

Foreshore. The part of the shore, lying between the crest of the seaward berm (or upper limit of wave wash at high tide) and the ordinary low-water mark, that is ordinarily traversed by the uprush and backrush of the waves as the tides rise and fall. See **Beach Face**.

Forward Speed (hurricane). Rate of movement (propagation) of the hurricane eye in meters per second, knots, or miles per hour.

Fouling. An accumulation of deposits, especially marine biological growth.

Freeboard. Distance between the deck of a floating vessel or buoy and the waterline.

Freeboard. The additional height of a structure above design high water level to prevent overflow. Also, at a given time, the vertical distance between the water level and the top of the structure. On a ship, the distance from the waterline to main deck or gunwale.

Fringing Reef. A coral reef attached directly to an insular or continental shore.

Front of The Fetch. In wave forecasting, the end of the generating area toward which the wind is blowing.

Froude Number. The dimensionless ratio of the inertial force to the force of gravity for a given fluid flow. It may be given as Fr = V /Lg where V is a characteristic velocity, L is a characteristic length) and g the acceleration of gravity -- or as the square root of this number.

Full. See Ridge, Beach.

Full cell process. A method of pressure treating wood using initial vacuum.

Fungus. A primitive plant in the group that includes molds, mushrooms, and others.

Gabion. Wire mesh units shaped as baskets or blocks and filled with loose stone. Gabions are primarily used as shore protection and retaining walls.

Galvanic. Pertaining to the electrochemical interaction between two metals such as in galvanic couple or galvanic series.

Galvanic anode. A metal that, because of its relative position in the galvanic series, provides sacrificial protection to metal or metals that are more noble in the series, when coupled in an electrolyte. The anodes, such as zinc, magnesium, or aluminum, are the current source in one type of cathodic protection.

Galvanic Corrosion. An accelerated form of corrosion occurring in an electrolyte when a pair of dissimilar metals capable of acting together as a source of electricity are in contact with each other.

Galvanic Potential. A quantity in an electrical field measured (in volts) with reference to some arbitrary level of potential, such as a reference electrode.

Generating Area. In wave forecasting, the continuous area of water surface over which the wind blows in nearly a constant direction. Sometimes used synonymously with Fetch Length. Also Fetch.

Generation of Waves. (1) The creation of waves by natural or mechanical means. (2) The creation and growth of waves caused by a wind blowing over a water surface for a certain period of time. The area involved is called the Generating Area or Fetch.

Geometric Mean Diameter. The diameter equivalent of the arithmetic mean of the logarithmic frequency distribution. In the analysis of beach sands, it is taken as that grain diameter determined graphically by the intersection of a straight line through selected boundary sizes, (generally points on the distribution curve where 16 and 84 percent of the sample is coarser by weight) and a vertical line through the median diameter of the sample.

Geometric Shadow. In wave diffraction theory, the area outlined by drawing straight lines paralleling the direction of wave approach through the extremities of a protective structure. It differs from the actual protected area to the extent that the diffraction and refraction effects modify the wave pattern.

Geomorphology. That branch of both physiography and geology which deals with the form of the Earth, the general configuration of its surface, and the changes that take place in the evolution of landform.

Girder. A large-sized beam used as a main structural member, normally for the support of other beams

Grade. Any of the quality classes into which lumber products are segregated.

Grade mark. Identification of lumber with symbols or lettering to certify its quality of grade, which is based on the presence or absence of defects such as knots, checks, or decay.

Gradient (Grade). See Slope. With reference to winds or currents, the rate of increase or decrease in speed, usually in the vertical; or the curve that represents this rate.

Grain. The direction, size arrangement, appearance, or quality of the fibers in wood.

Grain, close. Wood with narrow and inconspicuous annual rings. The term is sometimes used to designate wood having small and closely spaced pores, but in this sense the term "fine texture" is more often used.

Grain, coarse. Wood with wide and conspicuous annual rings in which there is considerable difference between springwood and summerwood. The term is also used to designate wood with large pores, but in this sense the term "coarse textured" is more often used.

Grain, cross. Wood in which the cells or fibers do not run parallel with the axis or sides of a piece.

Grain, diagonal. Wood in which the annual rings are at an angle with the axis of a piece as a result of sawing at an angle to the axis of the tree.

Grain, edge. Wood in which the rings (so-called grain) form an angle of 45 degrees or more with the surface of the piece; also called "vertical grain" and "quarter sawn".

Grain, flat. Wood in which the rings form an angle of less than 45 degrees with the surface of the piece; also "plain sawn".

Grain, interlocking. Wood in which the fibers are inclined in one direction in a number of rings of annual growth, then gradually reverse and are inclined in an opposite direction in succeeding growth rings, then reverse again.

Grain, open. Common classification of painters for wood with large pores; also called "coarse textured".

Grain, plain-sawn. Another term for flat grain, used generally in hardwoods

Grain, quarter-sawn. Another term for edge grain, used generally in hardwoods.

Grain, spiral. A type of growth in which the fibers take a spiral course about the bole of a tree instead of the normal vertical course. The spiral may extend right handed or left handed around the trunk.

Grain, vertical. Another term for edge grain.

Grain, wavy. Wood in which the fibers collectively take the form of waves or undulations.

Gravel. See Soil Classification.

Gravity Wall. A retaining structure that obtains stability through its own weight.

Gravity Wave. A wave whose velocity of propagation is controlled primarily by gravity. Water waves more than 2 inches long are considered gravity waves. Waves longer than 1 inch and shorter than 2 inches are in an indeterminate zone between Capillary and Gravity Waves. See Ripple.

Green. Unseasoned, wet.

Greenheart. A tropical wood used in marine construction, resistant to marine borer attack.

Greensalt. Chromated copper arsenate (CCA).

Gribble. The common name for the crustacean borer, Limnoria.

Groin (British, Groyne). A narrow structure projecting out from the shoreline, usually at close to a right-angle. It is designed to influence offshore currents and wave action in a manner that will minimize erosion of the shoreline.

Groin System. A series of groins acting together to protect a section of beach. Commonly called a groin field.

Ground-penetrating radar (GPR). A geophysical method that uses radar pulses to image the subsurface. This nondestructive method uses electromagnetic radiation in the microwave band (UHF/VHF frequencies) of the radio spectrum and detects the reflected signals from subsurface structures. GPR can be used in several media, including rock, soil, ice, freshwater, pavements, and structures. It can detect objects, changes in material, and voids and cracks.

Ground Swell. A long high ocean swell; also, this swell as it rises to prominent height in shallow water.

Ground Water. Subsurface water occupying the zone of saturation. In a strict sense, the term is applied only to water below the Water Table.

Group Velocity. The velocity of a wave group. In deep water, it is equal to one-half the velocity of the individual waves within the group.

Grout. Traditionally, a mixture of portland cement and fine aggregate to which is added enough water to make a fluid mixture. Epoxy-resin grouts are also widely available.

Gulf. A large embayment in a coast; the entrance is generally wider than the length.

Gunite. See "Shotcrete."

Gut. (1) A narrow passage such as a strait or inlet. (2) A channel in otherwise shallower water, generally formed by water in motion.

H-Pile. A pile with a cross-section consisting of a web centered on two flanges.

Harbor. In general, a sheltered arm of the sea, easily accessible to maritime routes in which ships may seek refuge, transfer cargo, or undergo repair.

Harbor (British, Harbour). Any protected water area affording a place of safety for vessels. See also Port.

Harbor Oscillation (Harbor Surging). The non-tidal vertical water movement in a harbor or bay. Usually the vertical motions are low; but when oscillations are excited by a tsunami or storm surge, they may be quite large. Variable winds, air oscillations, or surf beat also may cause oscillations. See Seiche.

Hardwoods. The botanical group of trees that are broadleaved. The term has no reference to the actual hardness of the wood.

Headland (Head). A high, steep-faced promontory extending into the sea.

Head Of Rip. The part of a rip current that has widened out seaward of the breakers. See also Current, Rip; Current, Feeder; and Neck (Rip).

Heartwood. The inner core of a woody stem, extending from the center to sapwood and usually of darker color.

Heavy timber construction. Construction composed of planks or laminated floors supported by beams or girders.

Height of Wave. See Wave Height.

Helical anchors. Screwed-in steel anchoring systems used for columns, tie backs, marina anchoring systems, and pipeline tie downs.

High marsh: Upper zone of a salt marsh that is flooded irregularly and generally located between mean high water and extreme high water (mean high high water).

High Tide, High Water (HW). The maximum elevation reached by each rising tide. See Tide.

High Water. See High Tide.

High Water Line. In strictness, the intersection of the plane of mean high water with the shore. The shoreline delineated on the nautical charts of the National Ocean Service is an approximation of the high water line. For specific occurrences, the highest elevation on the shore reached during a storm or rising tide, including meteorological effects.

High Water of Ordinary Spring Tides (HWOST). A tidal datum appearing in some British publications, based on high water of ordinary spring tides.

Higher High Water (HHW). The higher of the two high waters of any tidal day. The single high water occurring daily during periods when the tide is diurnal is considered to be a higher high water.

Higher Low Water (HLW). The higher of two low waters of any tidal day.

Hindcasting, Wave. The use of historic synoptic wind charts to calculate characteristics of waves that probably occurred at some past time.

Honeycombs. Voids or hollows in the concrete.

Hook. A spit or narrow cape of sand or gravel which turns landward at the outer end.

Hotel services. Dockside utilities provided for a ship at a berth (also called "ship's services," "utility services," and "cold iron services").

Hurricane. An intense tropical cyclone in which winds tend to spiral inward toward a core of low pressure, with maximum surface wind velocities that equal or exceed 33.5 meters per second (75 mph or 65 knots) for several minutes or longer at some points. TROPICAL STORM is the term applied if maximum winds are less than 33.5 meters per second.

Hurricane Path or Track. Line of movement (propagation) of the eye through an area.

Hurricane Stage Hydrograph. A continuous graph representing water level stages that would be recorded in a gage well located at a specified point of interest during the passage of a particular hurricane) assuming that effects of relatively short-period waves are eliminated from the record by damping features of the gage well. Unless specifically excluded and separately accounted for, hurricane surge hydrographs are assumed to include effects of astronomical tides, barometric

pressure differences, and all other factors that influence water level stages within a properly designed gage well located at a specified point.

Hurricane Surge Hydrograph. A continuous graph representing the difference between the hurricane stage hydrograph and the water stage hydrograph that would have prevailed at the same point and time if the hurricane had not occurred.

Hurricane Wind Pattern or Isovel Pattern. An actual or graphical representation of near-surface wind velocities covering the entire area of a hurricane at a particular instant. Isovels are lines connecting points of simultaneous equal wind velocities, usually referenced 9 meters (30 feet) above the surface, in meters per second, knots, or meters per hour; wind directions at various points are indicated by arrows or deflection angles on the isovel charts. Isovel charts are usually prepared at each hour during a hurricane, but for each half hour during critical periods.

Hydraulically Equivalent Grains. Sedimentary particles that settle at the same rate under the same conditions.

Hydrographic (Bathymetric) Survey. A study of an area of water to establish water depths and bottom contours.

Hydrography. (1) A configuration of an underwater surface including its relief, bottom materials, coastal structures, etc. (2) The description and study of seas, lakes, rivers, and other waters.

Hydrology. The study of the movement, distribution, and quality of water throughout the Earth.

Imbed. See "embed".

Impermeable Groin. A groin through which sand cannot pass.

Impressed Current. Electrical direct current energy impressed upon a metallic structure to depress its potential to a level lower than normal corrosion potentials, thus reversing current flow and curtailing corrosion of the member.

Increment Borer. A tool for extracting a small plug from a timber element.

Indian Spring Low Water. The approximate level of the mean of lower low waters at spring tides, used principally in the Indian Ocean and along the east coast of Asia. Also Indian Tide Plane.

Indian Tide Plane. The datum of Indian Spring Low Water.

Inertial measurement unit (IMU). An electronic device that measures and reports on a craft's velocity, orientation, and gravitational forces, using a combination of accelerometers and gyroscopes, sometimes also magnetometers,

Infilling. The somewhat slow replacement of scoured-out material with softer, finer silt.

Inland. That part of the land above the waterline (shore line).

Inlet. (1) A short, narrow waterway connecting a bay, lagoon, or similar body of water with a large parent body of water. (2) An arm of the sea (or other body of water) that is long compared to its width and may extend a considerable distance inland. See also Tidal Inlet.

Inlet Gorge. Generally, the deepest region of an inlet channel.

Inshore. Term used to distinguish an object or an area from another by its nearer proximity to the shoreline.

Inshore (Zone). In beach terminology, the zone of variable width extending from the low water line through the breaker zone. Also Shoreface.

Inshore Current. Any current in or landward of the breaker zone.

Inspection (of construction materials). The scrutiny and supervision of the purchasing, acquiring, manufacturing, treating, and handling of material for compliance with specification requirements

Inspection (of structures). The method by which structures are examined for determination of the presence and extent of deterioration.

Insular Shelf. The zone surrounding an island extending from the low water line to the depth (usually about 183 meters (100 fathoms)) where there is a marked or rather steep descent toward the great depths.

Intake structure. At the opposite end of the conduit from the discharge end; can be of the same materials as the discharge.

Interlock. The connection or joint between two adjacent steel sheet piles

Internal Waves. Waves that occur within a fluid whose density changes with depth, either abruptly at a sharp surface of discontinuity (an interface), or gradually. Their amplitude is greatest at the density discontinuity or, in the case of a gradual density change, somewhere in the interior of the fluid and not at the free upper surface where the surface waves have their maximum amplitude.

Intertidal. The area between mean low water and mean high water.

Investigation. To inspect carefully, systematically, and thoroughly a complex or hidden structure and to evaluate or set the value of the structure and/or repairs needed.

Ion. An electrically charged atom or group of atoms.

Irrotational Wave. A wave with fluid particles that do not revolve around an axis through their centers, although the particles themselves may travel in circular or nearly circular orbits. Irrotational waves may be Progressive, Standing, Oscillatory, or Translatory. For example, the Airy, Stokes, cnoidal, and solitary wave theories describe irrotational waves. Compare Trochoidal Wave.

Isobath. A contour line connecting points of equal water depths on a chart.

Isopod. A smaller division (order) of the larger group (class) of invertebrates known as Crustacea, which includes Limnoria and Sphaeroma.

Isovel Pattern. See Hurricane Wind Pattern.

Isthmus. A narrow strip of land, bordered on both sides by water that connects two larger bodies of land.

Jet. To place (a pile, slab, or pipe) in the ground by means of a jet of water acting at the lower end.

Jetty. A dock or breakwater that projects into the water to prevent formation of sandbars, normally located near harbor entrances and river estuaries

Jewelry. The hardware fittings on a buoy to which the mooring lines/chains are attached.

Joists and planks. Lumber of rectangular cross section, from 2 in. up to but not including 5 in. thick, and 4 in. or more wide, graded with respect to its strength in bending when loaded either on the narrow face (joist) or on the wide face (plank). If 5 in. or more thick, the lumber is known as beams and stringers.

Kenter joining link. Constructed in three parts: two half links and a stud. The stud slides in place and locks the whole link. The stud is secured by hammering a tapered pin into the hole drilled diagonally through all three parts of the joining link.

Kerf. The width of the cut produced during a cutting process.

Key. A wedge in rock used as an anchor.

Kiln-dried. Lumber or other materials that have been dried in drying kilns to a moisture content, usually below that obtained in air drying, by the application of artificially supplied controlled heat, humidity, and air circulation.

Kinetic Energy (of Waves). In a progressive oscillatory wave, a summation of the energy of motion of the particles within the wave.

Knoll. A submerged elevation of rounded shape rising less than 1000 meters from the ocean floor and of limited extent across the summit. Compare Seamount.

Knot. The unit of speed used in navigation equal to 1 nautical mile (6,076.115 feet or 1,852 meters) per hour.

Lagging. See Tides, Daily Retardation Of.

Lagoon. A shallow body of water, like a pond or lake, usually connected to the sea.

Laitance. Soft, punky weak layer of cement and aggregate fines on a concrete surface that is usually caused by an overwet mixture, overworking the mixture, improper excessive finishing, combination thereof, or on concrete during tremie pours. Often found in layers at the face of concrete piers/abutments.

Laitant Concrete. A condition created when concrete that is pumped underwater is not allowed to overflow the formwork. This causes the upper layers of concrete to cure with too high a water content.

Laminate. A single layer of wood or plastic in an assembly of layers.

Land Breeze. A light wind blowing from the land to the sea, caused by unequal cooling of land and water masses.

Land-Sea Breeze. The combination of a land breeze and a sea breeze as a diurnal phenomenon.

Landlocked. Enclosed, or nearly enclosed, by land--thus protected from the sea, as a bay or a harbor.

Landmark. A conspicuous object, natural or artificial, located near or on land, which aids in fixing the position of an observer.

Leaching. The process of removing a soluble substance from a heterogeneous material by means of a solvent (usually water).

Lead Line. A line, wire, or cord used in sounding. It is weighted at one end with a plummet (sounding lead). Also Sounding Line.

Lead wool. Lead that is spun to form a wool-like material and pounded into masonry joints that are still found in older structures.

Lee. (1) Shelter, or the part or side sheltered or turned away from the wind or waves. (2) (Chiefly nautical) The quarter or region toward which the wind blows.

Leeward. The direction toward which the wind is blowing; the direction toward which waves are traveling.

Length of Wave. The horizontal distance between similar points on two successive waves measured perpendicularly to the crest.

Levee. A dike or embankment to protect land from inundation.

Lighterage. Small craft designed to transport cargo or personnel from ship to shore; includes amphibians, landing craft, discharge lighters, causeways, and barges.

Limit of Backrush (Limit of Backwash). See Backrush, Backwash.

Limnoria. The common "gribble," a genus of Crustacea borers causing serious destruction to marine structures.

Littoral. Of or pertaining to a shore, especially of the sea.

Littoral Current. See Current, Littoral.

Littoral Deposits. Deposits of littoral drift.

Littoral Drift. The sedimentary material moved in the littoral zone under the influence of waves and currents.

Littoral Transport. The movement of littoral drift in the littoral zone by waves and currents. Includes movement parallel (longshore transport) and perpendicular (on-offshore transport) to the shore.

Littoral Transport Rate. Rate of transport of sedimentary material parallel or perpendicular to the shore in the littoral zone. Usually expressed in cubic meters (cubic yards) per year. Commonly synonymous with Longshore Transport Rate.

Littoral Zone. In beach terminology, an indefinite zone extending seaward from the shoreline to just beyond the breaker zone.

Load. The quantity of sediment transported by a current. It includes the suspended load of small particles and the bedload of large particles that move along the bottom.

Loading Platform. A structure used to support cargo transfer equipment and ancillary facilities. Usually one of the structures that make up a tanker berth.

Locks. An enclosed chamber in a canal, dam, etc. with gates at each end, for raising or lowering vessels from one level to another by admitting or releasing water.

Longshore. Parallel to and near the shoreline; Alongshore.

Longshore Bar. A bar running roughly parallel to the shoreline.

Longshore Current. See Current, Longshore.

Longshore Transport Rate. Rate of transport of sedimentary material parallel to the shore. Usually expressed in cubic meters (cubic yards) per year. Commonly synonymous with Littoral Transport Rate.

Loop. That part of a Standing Wave where the vertical motion is greatest and the horizontal velocities are least. Loops (sometimes called Antinodes) are associated with Clapoti and with Seiche action resulting from wave reflections. Compare Node.

Low Level Platform. A type of wharf construction where the structural deck is at or near the waterline and on which fill is placed to achieve the finished surface elevation.

Low Marsh: Intertidal or lower marsh in sal marsh that is located in the intertidal zone and is flooded daily.

Low Tide (Low Water, LW). The minimum elevation reached by each falling tide. See Tide.

Low Water Datum. An approximation to the plane of mean low water that has been adopted as a standard reference plane. See also Datum, Plane and Chart Datum.

Low Water Line. The intersection of any standard low tide datum plane with the shore.

Low Water of Ordinary Spring Tides (LWOST). A tidal datum appearing in some British publications, based on low water of ordinary spring tides.

Lower High Water (LHW). The lower of the two high waters of any tidal day.

Lower Low Water (LLW). The lower of the two low waters of any tidal day. The single low water occurring daily during periods when the tide is diurnal is considered to be a lower low water.

Magnesium. A metal that may be used as a sacrificial anode in cathodic protection against corrosion

Mangrove. A tropical tree with interlacing prop roots, confined to low-lying brackish areas.

Marigram. A graphic record of the rise and fall of the tide.

Marine Borer. Any of a number of species of organisms in seawater that attacks untreated or poorly treated wood; especially active in warm waters.

Marine organisms. Living entities normally found in natural waters containing measurable salinity.

Marsh: A frequently flooded or continuously inundated wetland characterized by emergent herbaceous vegetation adapted to saturate soil conditions.

Marsh. An area of soft, wet, or periodically inundated land, generally treeless and usually characterized by grasses and other low growth.

Marsh, Salt. A marsh periodically flooded by salt water.

Masonry. A structure built with stones, bricks, and other materials, usually held together with mortar.

Mass Transport. The net transfer of water by wave action in the direction of wave travel. See also Orbit.

Mean Diameter, Geometric. See Geometric Mean Diameter.

Mean high water (MHW). A tidal datum: the average of all the high water heights observed over the National Tidal Datum Epoch

Mean High Water (MHW). The average height of the high waters over a 19-year period. For shorter periods of observations, corrections are applied to eliminate known variations and reduce the results to the equivalent of a mean 19-year value. All high water heights are included in the average where the type of tide is either semidiurnal or mixed. Only the higher high water heights are included in the average where the type of tide is diurnal. So determined, mean high water in the latter case is the same as mean higher high water.

Mean Higher High Water (MHHW). The average height of the higher high waters over a 19-year period. For shorter periods of observation, corrections are applied to eliminate known variations and reduce the result to the equivalent of a mean 19-year value.

Mean High Water Springs. The average height of the high waters occurring at the time of spring tide. Frequently abbreviated to High Water Springs.

Mean low water (MLW). The average of all the low water heights observed over the National Tidal Datum Epoch.

Mean Low Water Springs. The average height of low waters occurring at the time of the spring tides. It is usually derived by taking a plane depressed below the half-tide level by an amount equal to one-half the spring range of tide, necessary corrections being applied to reduce the result to a mean value. This plane is used to a considerable extent for hydrographic work outside of the United States and is the plane of reference for the Pacific approaches to the Panama Canal. Frequently abbreviated to Low Water Springs.

Mean Lower Low Water (MLLW). The average height of the lower low waters over a 19-year period. For shorter periods of observations, corrections are applied to eliminate known variations

and reduce the results to the equivalent of a mean 19-year value. Frequently abbreviated to Lower Low Water.

Mean sea level (MSL). The arithmetic mean of hourly heights observed over the National Tidal Datum Epoch.

Mean Sea Level. The average height of the surface of the sea for all stages of the tide over a 19-year period, usually determined from hourly height readings. Not necessarily equal to Mean Tide Level.

Mean Tide Level. A plane midway between Mean High Water and Mean Low Water. Not necessarily equal to Mean Sea Level. Also Half-Tide Level.

Median Diameter. The diameter which marks the division of a given sand sample into two equal parts by weight, one part containing all grains larger than that diameter and the other part containing all grains smaller.

Megaripple. See Sand Wave.

Microbial-induced corrosion (MIC). Caused by the presence of microbes whose metabolism produces acids and sulfides; microbes and their by-products in the presence of metals can produce a film conducive to accelerated local corrosion.

Middle-Ground Shoal. A shoal formed by ebb and flood tides in the middle of the channel of the lagoon or estuary end of an inlet.

Mill scale. The heavy oxide layer resulting from hot fabrication or heat treatment of metals.

Minimum Duration. See Duration, Minimum.

Minimum Fetch. The least distance in which steady-state wave conditions will develop for a wind of given speed blowing a given duration of time.

Mitigation wetland: A wetland constructed to replace the functions lost by human development, usually in the same or adjacent watershed.

Mixed Tide. A type of tide in which the presence of a diurnal wave is conspicuous by a large inequality in either the high or low water heights, with two high waters and two low waters usually occurring each tidal day. In strictness, all tides are mixed, but the name is usually applied without

definite limits to the tide intermediate to those predominantly semidiurnal and those predominantly diurnal.

Moisture content. As related to wood, the weight of water contained in wood, usually expressed as a percentage of the oven-dry weight of the wood.

Moisture, free. Moisture that is held inside the cell cavities of wood in contrast to that within the cell walls.

Mole. In coastal terminology, a massive land-connected, solid-fill structure of earth (generally revetted), masonry, or large stone, which may serve as a breakwater or pier.

Mollusca. One of the 11 main divisions (phylla) used in animal classification that includes several of the destructive marine borers.

Monochromatic Waves. A series of waves generated in a laboratory; each wave has the same length and period.

Monolithic. Like a single stone or block. In coastal structures, the type of construction in which the structure's component parts are bound together to act as one.

Monopile dolphin. A single pile dolphin usually consisting of a large diameter concrete or steel pipe pile filled with concrete, used as a mooring or breasting dolphin.

Mooring Dolphin. A structure that supports fittings to which a vessel's mooring lines are secured.

Mud. A fluid-to-plastic mixture of finely divided particles of solid material and water.

Mudline. General term used in marine engineering to designate the elevation of the seabed or riverbed.

Multibeam. A device typically used by hydrographic surveyors to determine the depth of water and the nature of the sea bed. Most modern systems work by transmitting a broad acoustic fan-shaped pulse from a specially designed transducer across the full swath across track with a narrow along track then forming multiple receive beams (beamforming) that is much narrower in the across track (around 1 degree depending on the system). From this narrow beam a two-way travel time of the acoustic pulse is then established utilizing a bottom detection algorithm. If the speed of sound in

water is known for the full water column profile, the depth and position of the return signal can be determined from the receive angle and the two-way travel time.

Mushroomed. The head of a pile that has been subjected to excessive axial load and/or deterioration such that the timber fibers have separated, causing the pile head to flatten, resulting in reduced load capacity.

Mussels. Molluscan fouling organisms.

Nacerda. A beetle that can cause damage to the superstructure of wharves.

Nail, dating. A nail with a date or symbol on its head that is driven into wood to indicate the year of treatment, or the date of installation.

National Geodetic Vertical Datum (NGVD). Reference mean sea level elevation measured in 1929.

National Tidal Datum Epoch (NTDE). The specific 19-year period adopted by the National Ocean Service as the official time segment over which tide observations are taken and reduced to obtain mean values (e.g., mean lower low water, etc.) for tidal data. It is necessary for standardization because of periodic and apparent secular trends in sea level. The present NTDE is 1983 through 2001 and is actively considered for revision every 20 to 25 years. Tidal data in certain regions with anomalous sea level changes (Alaska, Gulf of Mexico) are calculated on a Modified 5-Year Epoch.

Nautical Mile. The length of a minute of arc, 1/21,600 of an average great circle of the Earth. Generally one minute of latitude is considered equal to one nautical mile. The accepted United States value as of 1 July 1959 is 1,852 meters (6,076.115 feet), approximately 1.15 times as long as the U.S. statute mile of 5,280 feet. Also geographical mile.

Neap Tide. A tide occurring near the time of quadrature of the moon with the sun. The neap tidal range is usually 10 to 30 percent less than the mean tidal range.

Nearshore. Area of the water next to the shoreline.

Nearshore Circulation. The ocean circulation pattern composed of the Currents, Nearshore and Currents, Coastal. See Current.

Nearshore Current System. The current system caused primarily by wave action in and near the breaker zone, and which consists of four parts: the shoreward mass transport of water; longshore currents; seaward return flow, including rip currents; and the longshore movement of the expanding heads of rip currents. See also Nearshore Circulation.

Neat cement. Cement mortar without added sand.

Neck. (1) The narrow band of water flowing seaward through the surf. Also RIP. (2) The narrow strip of land connecting a peninsula with the mainland.

Nip. The cut made by waves in a shoreline of emergence.

Nodal Zone. An area in which the predominant direction of the Longshore Transport changes.

Node. That part of a Standing Wave where the vertical motion is least and the horizontal velocities are greatest. Nodes are associated with Clapotis and with Seiche action resulting from wave reflections. Compare Loop.

Nominal dimension. The dimension of lumber corresponding approximately to the size before dressing to actual size and used for convenience in defining size and in computing quantities.

Nonbearing pile. A pile that is not connected to a pile cap such that the pile is not carrying any axial load.

Noncohesive Soil. A soil that resists deformation by the mechanical interlocking of its particles (gravel, sand, silt).

Nondestructive testing (NDT). Testing such as ultrasonic thickness measurement of steel.

Nourishment. The process of replenishing a beach. It may be brought about naturally by longshore transport, or artificially by the deposition of dredged materials.

Oak. A species of hardwood used in waterfront structures.

Oceanography. The study of the sea, embracing and indicating all knowledge pertaining to the sea's physical boundaries, the chemistry and physics of seawater, and marine biology.

Offshore. Term used to designate the direction of something moving away from land. On marine structures the term is used to distinguish a thing or an area from another by its further proximity from the shoreline.

Offshore Barrier. See Barrier Beach.

Offshore Current. (1) Any current in the offshore zone. (2) Any current flowing away from shore.

Offshore Wind. A wind blowing seaward from the land in the coastal area.

Ogee washer. A special cast washer used in waterfront construction to distribute the load from a bolt and nut to a timber face to prevent the wood from being crushed as the nut is tightened.

Oil borne. Chemical capable of dissolving in an oil solvent.

Onshore. Designates the direction of something moving onto or toward the shore, as well as something situated or operating on land.

Onshore Wind. A wind blowing landward from the sea in the coastal area.

Opposing Wind. In wave forecasting, a wind blowing in a direction opposite to the oceanwave advance; generally, a headwind.

Opposite hand. Mirror image.

Orbit. In water waves, the path of a water particle affected by the wave motion. In deepwater waves the orbit is nearly circular, and in shallow-water waves the orbit is nearly elliptical. In general, the orbits are slightly open in the direction of wave motion, giving rise to Mass Transport.

Orbital Current. The flow of water accompanying the orbital movement of the water particles in a wave. Not to be confused with wave-generated Littoral Currents.

Orthogonal. On a wave-refraction diagram, a line drawn perpendicularly to the wave crests. Wave Ray.

Oscillation. (1) A periodic motion backward and forward. (2) Vibration or variance above and below a mean value.

Oscillatory Wave. A wave in which each individual particle oscillates about a point with little or no permanent change in mean position. The term is commonly applied to progressive oscillatory waves in which only the form advances, the individual particles moving in closed or nearly closed orbits. Compare Wave Of Translation. See also Orbit.

Outfall. A structure extending into a body of water for the purpose of discharging sewage, storm runoff, or cooling water.

Overburden. Soil that is above another strata of soil or an object.

Overtopping. Passing of water over the top of a structure as a result of wave runup or surge action.

Overwash. That portion of the uprush that carries over the crest of a berm or of a structure.

Oxidation (metal members). The loss of electrons by the atoms making up a metal member, typically ferrous, initiating the corrosion process.

Pachometer. A device designed to specifically locate reinforcing steel in concrete and to assist in the determination of the size of the hidden reinforcing steel.

Parapet. A low wall built along the edge of a structure such as a seawall or quay.

Partially destructive testing (PDT). Tests carried out to the specimen's failure to understand a specimen's structural performance or material behavior under different loads. These tests are generally much easier to carry out, yield more information, and are easier to interpret than nondestructive testing. Examples of specimens may be concrete cores or steel coupons taken from existing structures.

Particle Velocity. The velocity induced by wave motion with which a specific water particle moves within a wave.

Pass. In hydrographic usage, a navigable channel through a bar, reef, or shoal, or between closely adjacent islands.

Passivation. In physical chemistry and engineering, refers to a material becoming "passive," that is, being less affected by environmental factors such as air or water. It involves a shielding outer layer of corrosion that can be applied as a microcoating or found occurring spontaneously in nature.

Pebbles. See Soil Classification.

Penetration. The depth to which preservative enters the wood.

Peninsula. An elongated body of land nearly surrounded by water and connected to a larger body of land.

Penstock. Enclosed pipe that delivers water to hydraulic turbines or sewerage systems

Penta preservative. A wood-preserving solution made of pentachlorophenol, C_6Cl_5OH, dissolved in hydrocarbon solvent. Often an auxiliary solvent is added to increase the solubility of the "penta."

Pentachlorophenol. A toxic chemical preservative particularly effective against destructive fungi.

Perched Beach. A beach or fillet of sand retained above the otherwise normal profile level by a submerged dike.

Percolation. The process by which water flows through the interstices of a sediment. Specifically, in wave phenomena, the process by which wave action forces water through the interstices of the bottom sediment and which tends to reduce wave heights.

Periodic Current. A current caused by the tide-producing forces of the moon and the sun; a part of the same general movement of the sea that is manifested in the vertical rise and fall of the tides. See also Current, Flood and Current, Ebb.

Permanent Current. A current that runs continuously, independent of the tides and temporary causes. Permanent currents include the freshwater discharge of a river and the currents that form the general circulatory systems of the oceans.

Permeable Groin. A groin with openings large enough to permit passage of appreciable quantities of Littoral Drift.

Petrographic analysis. For concrete this analysis is used to determine the quality of the aggregate, concrete paste, bonding, etc.

Petrography. The systematic description and classification of rocks.

Petroleum, oil, lubricant (POL). A broad term used to describe all petroleum-containing products.

Pfisteria. A skin and nervous system disease that may be passed to human beings by infected fish. Symptoms in fish are massive fish kills and ulcerated lesions in the fish.

Phase. In surface wave motion, a point in the period to which the wave motion has advanced with respect to a given initial reference point.

Phase Inequality. Variations in the tides or tidal currents associated with changes in the phase of the Moon in relation to the Sun.

Phase Velocity. Propagation velocity of an individual wave as opposed to the velocity of a wave group.

Phi Grade Scale. A logarithmic transformation of the Wentworth grade scale for size classifications of sediment grains based on the negative logarithm to the base 2 of the particle diameter: $\phi = -\log_2 d$. See Soil Classification.

Pholad. A molluscan marine borer.

Photogrammetry. The science of making measurements from photographs.

Pier. An open- or closed-type structure usually extending perpendicularly from the shore into sheltered navigable water, designed for berthing, loading or unloading cargo, repair, fueling, and general servicing of vessels. It normally provides berthing space on both sides for its entire length.

Pierhead. The end of a pier furthest offshore. The pierhead line indicates the limits a pier can protrude into navigable waters.

Pile. A long, slender timber, steel, or reinforced concrete structural element driven, jetted, or otherwise embedded into the ground to support a vertical load, to resist a lateral force, or to resist water or earth pressure.

Pile adrift. An old or structurally inadequate pile that has been abandoned for load-carrying capacity and is generally not connected to other members in the structure

Pile bent. See "bent".

Pile Cap. The horizontal structural member atop a row of piles or sheet piles. The cap aligns and secures the piles, and transfers loading from the deck to the piles.

Pile Cluster. A grouping of piles designed to support concentrated loads.

Pilehead. The top (driven end) of a pile.

Pile, marine. A pile that is partly embedded in bottom soil and partly exposed to salt seawater

Pile, Sheet. A pile with a generally slender flat cross section to be driven into the ground or seabed and meshed or interlocked with like members to form a diaphragm, wall, or bulkhead.

Pile Toe. The bottom (penetrating end) of a pile. Also known as the "tip" or "foot".

Pile top cap. Any cover fastened over the cut surface of a pile to prevent exposure to the atmosphere.

Piling. A group of piles.

Pipe Pile. A hollow metal pile with a circular cross-section. The pile can be filled to provide additional strength.

Pit. A localized area of a ferrous metal surface where the extent of metal loss due to corrosion is much greater than that in the surrounding area.

Plain, Coastal. See Coastal Plain.

Planform. The outline or shape of a body of water as determined by the still-water line.

Plateau. A land area (usually extensive) having a relatively level surface raised sharply above adjacent land on at least one side; table land. A similar undersea feature.

Plug, tie. A wood plug used for filling an old spike hole. The plug is usually treated with preservative.

Plumbness. The quality or state of being plumb or vertical.

Plunge Point. (1) For a plunging wave, the point at which the wave curls over and falls. (2) The final breaking point of the waves just before they rush up on the beach.

Plunging Breaker. See Breaker.

Pocket Beach. A beach, usually small, in a coastal reentrant or between two littoral barriers.

Point. The extreme end of a cape; the outer end of any land area protruding into the water, usually less prominent than a cape.

Pointing. Filling joints or defects in the face of a masonry structure.

Polychlorinated biphenyls (PCBs). A carcinogenic chemical compound formerly used as insulating and cooling liquids in electrical equipment often found in sediments where waste products from industry have been released into the water. A PCB count is now required, prior to all dredging operations.

Polyethylene. A plastic material used for sheathing.

Polyvinyl chloride (PVC). A plastic material used for sheathing.

Pop-outs. Shallow, cone-shaped holes in the surface of the concrete.

Port. An expanded opening in a crack that allows grout to be introduced into the crack.

Port. A place where vessels may discharge or receive cargo; it may be the entire harbor including its approaches and anchorages, or only the commercial part of a harbor where the quays, wharves, facilities for transfer of cargo, docks, and repair shops are situated.

Post. A piece of timber used to replace a portion of a pile that has deteriorated or been damaged.

Posts and timbers. Lumber of square or approximately square crosssection, 5 × 5 and larger, graded primarily for use as posts or columns carrying axial load.

Potential Energy of Waves. In a progressive oscillatory wave, the energy resulting from the elevation or depression of the water surface from the undisturbed level.

Pounds per cubic foot (PCF). A way of expressing a material's density, weight divided by volume.

Pounds per square inch (PSI). Unit of pressure.

Pounds per square inch absolute (PSIA). Pressure measured relative to a vacuum.

Pounds per square inch gauge (PSIG). A unit of pressure relative to the surrounding atmosphere.

Preservative. A chemical compound that creates a protective mechanism against destructive organisms.

Preservative, oil-borne. A wood preservative that is introduced into wood in the form of a solution in oil.

Preservative, oil type. Preservatives such as creosote, creosote-coal tar solutions, creosote-petroleum solutions, and oil-borne preservatives, or other preservatives strictly of an oily nature that are generally insoluble in water.

Preservative, waterborne. A wood preservative that is introduced into wood in the form of a solution in water.

Preservative, water repellent. A solution of one or more chemicals and water-repellent materials that preserves the wood and retards changes in moisture content and the accompanying changes in dimensions.

Preservative, wood. The term "preservative" is intended to include such chemicals or combinations thereof that will protect wood against deterioration from any one or combination of the following: decay, insects, marine borers, fire, weathering, absorption of water, and chemical action.

Pressure treatment. Impregnation of wood with a preservative applied under pressure.

Pretreatment seasoning. The removal of water from the wood before treatment to make the entrance and retention of the preservative possible.

Prism. See Tidal Prism.

Probable Maximum Water Level. A hypothetical water level (exclusive of wave runup from normal wind-generated waves) that might result from the most severe combination of hydrometeorological, geoseismic, and other geophysical factors and that is considered reasonably possible in the region involved, with each of these factors considered as affecting the locality in a maximum manner. This level represents the physical response of a body of water to maximum applied phenomena such as hurricanes, moving squall lines, other cyclonic meteorological events, tsunamis, and astronomical tide combined with maximum probable ambient hydrological conditions such as wave setup, rainfall, runoff, and river flow. It is a water level with virtually no risk of being exceeded.

Probing. The penetrating through the surface with a probe to detect deterioration.

Profile, Beach. The intersection of the ground surface with a vertical plane; may extend from the top of the dune line to the seaward limit of sand movement.

Progression (of a beach). See Advance.

Progressive Wave. A wave that moves relative to a fixed coordinate system in a fluid. The direction in which it moves is termed the direction of wave propagation.

Promontory. A high point of land projecting into a body of water; a Headland.

Propagation of Waves. The transmission of waves through water.

Prototype. In laboratory usage, the full-scale structure, concept, or phenomenon used as a basis for constructing a scale model or copy.

Pulse velocity/pulse echo testing. Use of ultrasonic signals for measuring distances/ thickness.

Punky. An area of decay in a timber member exhibiting a soft spongy appearance; structural integrity is lost in these areas.

Punt. A small flat bottomed boat with square ends.

Quarrystone. Any stone processed from a quarry.

Quay (Pronounced Key). A stretch of paved bank, or a solid artificial landing place parallel to the navigable waterway, for use in loading and unloading vessels.

Quaywall. Any one of a number of wharf constructions consisting of a soil retaining bulkhead and a narrow platform.

Quicksand. Loose, yielding, wet sand which offers no support to heavy objects. The upward flow of the water has a velocity that eliminates contact pressures between the sand grains and causes the sand-water mass to behave like a fluid.

Radius of Maximum Winds. Distance from the eye of a hurricane, where surface and wind velocities are zero, to the place where surface wind speeds are maximum.

Ray, Wave. See Orthogonal.

Rebar. Abbreviation for "Reinforcing Bar," the steel bar used to reinforce concrete.

Recession (of a beach). (1) A continuing landward movement of the shoreline. (2) A net landward movement of the shoreline over a specified time. Also Retrogression.

Rectifier. An external d.c. energy source that impresses electrical current upon a protected structure as part of an impressed current cathodic protection system. Commonly located on the deck of a marine structure.

Reef. An offshore consolidated rock hazard to navigation, with a least depth of about 20 meters (10 fathoms) or less.

Reef, Atoll. See Atoll.

Reef, Barrier. See Barrier Reef.

Reef, Fringing. See Fringing Reef.

Reef, Sand. Bar.

Reference Electrode. A single electrode that, when immersed in an electrolyte solution, produces a fixed, known electrical potential; it is used as a standard for the measurement of potential differences.

Reference Plane. See Datum Plane.

Reference Station. A place for which tidal constants have previously been determined and which is used as a standard for the comparison of simultaneous observations at a second station. Also, a station for which independent daily predictions are given in the tide or current tables from which corresponding predictions are obtained for other stations by means of differences or factors.

Reflected Wave. That part of an incident wave that is returned seaward when a wave impinges on a steep beach, barrier, or other reflecting surface.

Refraction (of water waves). (1) The process by which the direction of a wave moving in shallow water at an angle to the contours is changed: the part of the wave advancing in shallower water moves more slowly than that part still advancing in deeper water, causing the wave crest to bend toward alinement with the underwater contours. (2) The bending of wave crests by currents.

Refraction Coefficient. The square root of the ratio of the distance between adjacent orthogonals in deep water to their distance apart in shallow water at a selected point. When multiplied by the Shoaling Factor and a factor for friction and percolation, this becomes the Wave Height Coefficient or the ratio of the refracted wave height at any point to the deepwater wave height. Also, the square root of the Energy Coefficient

Refraction Diagram. A drawing showing positions of wave crests and/or orthogonals in a given area for a specific deepwater wave period and direction.

Relieved edges. The exposed edges of a timber plank cut on an angle to reduce edge splintering, i.e., chamfering.

Relieving Platform. A type of wharf construction that features a low level platform and batter piles to resist horizontal forces and fill placed on the platform to resist the vertical component of the batter pile forces.

Repair. The restoring or replacing to a sound or good condition after damage.

Resilient. Capable of withstanding shock without permanent damage

Resonance. The phenomenon of amplification of a free wave or oscillation of a system by a forced wave or oscillation of exactly equal period. The forced wave may arise from an impressed force upon the system or from a boundary condition.

Retaining wall. a wall for sustaining the pressure of earth or fill deposited behind it.

Retardation. The amount of time by which corresponding tidal phases grow later day by day (about 50 minutes).

Retention. Per unit volume the quantity of preservative in the wood.

Retrogression (of a beach). (1) A continuing landward movement of the shoreline. (2) A net landward movement of the shoreline over a specified time. Also Recession.

Revetment. A facing of stone, concrete, etc., built to protect a scarp, embankment, or shore structure against erosion by wave action or currents.

Revetment. Sloping structures placed on banks or cliffs in such a way as to absorb the energy of incoming water

Reynolds Number. The dimensionless ratio of the inertial force to the viscous force in fluid motion, where L is a characteristic length, v the kinematic viscosity, and V a characteristic velocity. The Reynolds number is of importance in the theory of hydrodynamic stability and the origin of turbulence.

Ria. A long, narrow inlet, with depth gradually diminishing inward.

Ridge, Beach. A nearly continuous mound of beach material that has been shaped by wave or other action. Ridges may occur singly or as a series of approximately parallel deposits. British usage, Full.

Rill Marks. Tiny drainage channels in a beach caused by the flow seaward of water left in the sands of the upper part of the beach after the retreat of the tide or after the dying down of storm waves.

Rip. A body of water made rough by waves meeting an opposing current, particularly a tidal current; often found where tidal currents are converging and sinking.

Rip Current. A strong surface current flowing seaward from the shore. It usually appears as a visible band of agitated water and is the return movement of water piled up on the shore by incoming waves and wind. With the seaward movement concentrated in a limited band its velocity is somewhat accentuated. A rip consists of three parts: the Feeder Currents flowing parallel to the shore inside the breakers; the Neck, where the feeder currents converge and flow through the breakers in a narrow band or "rip"; and the Head, where the current widens and slackens outside the breaker line. A rip current is often miscalled a rip tide. Also Rip Surf. See Nearshore Current System.

Riprap. Stones or boulders of miscellaneous size placed without order on the surface of an earthen structure or embankment to act as protection against erosion.

Rip Surf. See Rip Current.

Riparian. Pertaining to the banks of a body of water.

Riparian Rights. The rights of a person owning land containing or bordering on a watercourse or other body of water in or to its banks, bed, or waters.

Ripple. (1) The ruffling of the surface of water; hence, a little curling wave or undulation. (2) A wave less than 0.05 meter (2 in.) long controlled to a significant degree by both surface tension and gravity. See Capillary Wave and Gravity Wave.

Ripples (bed forms). Small bed forms with wavelengths less than 0.3 meter (1 ft) and heights less than 0.03 meter (0.1 ft).

Riprap. A protective layer or facing of quarrystone, usually well graded within wide size limit, randomly placed to prevent erosion, scour, or sloughing of an embankment of bluff; also the stone so used. The quarrystone is placed in a layer at least twice the thickness of the 50 percent size, or 1.25 times the thickness of the largest size stone in the gradation.

Roller. An indefinite term, sometimes considered to denote one of a series of ong-crested, large waves which roll in on a shore, as after a storm.

Rope. A line; a long flexible assembly of steel wires or fiber yarns, twisted, braided, or bundled together to serve as a tensile strength member.

Row. A line of piles perpendicular to a bent in a structure with a uniform pile layout.

Rubble. Rough and uncut stones, irregularly shaped and of various sizes, ranging up to 1,000 cu ft each and up to 90 tons each.

Rubble-Mound Structure. A mound of random-shaped and random-placed stones protected with a cover layer of selected stones or specially shaped concrete armor units. (Armor units in a primary cover layer may be placed in an orderly manner or dumped at random.)

Runnel. A corrugation or trough formed in the foreshore or in the bottom just offshore by waves or tidal currents.

Runup. The rush of water up a structure or beach on the breaking of a wave. Also UPRUSH,

Sacrificial Anode. An anode that supplies its own electrons for cathodic protection, thereby consuming or "sacrificing" itself.

Safety Factor. An industry term denoting theoretical reserve capability. Usually computed by dividing the catalog stated ultimate load by the catalog stated working load limit and generally expressed as a ratio, for example, 5 to 1.

Salinity. The amount of total salt content in proportion to a unit volume of water.

Saltation. That method of sand movement in a fluid in which individual particles leave the bed by bounding nearly vertically and, because the motion of the fluid is not strong or turbulent

enough to retain them in suspension, return to the bed at some distance downstream. The travel path of the particles is a series of hops and bounds.

Salt Marsh. A marsh periodically flooded by salt water.

Sand. See Soil Classification.

Sandbar. (1) See Bar. (2) In a river, a ridge of sand built up to or near the surface by river currents.

Sand Bypassing. See Bypassing, Sand.

Sand Reef. Bar.

Sand Wave. A large wavelike sediment feature composed of sand in very shallow water. Wavelength may reach 100 meters; amplitude is about 0.5 meter. Also Megaripple.

Sapwood. The outer light-colored wood of the tree stem.

Scab. Wood member used in posting to provide a positive connection between the post and pile and/or pile cap.

Scaling. Gradual and constant loss of surface mortar and aggregates from an area of concrete.

Scale (corrosion). By-product from the oxidation of a ferrous metal member which has hardened and become stratified.

Scarp. See Escarpment.

Scarp, Beach. An almost vertical slope along the beach caused by erosion by wave action. It may vary in height from a few centimeters to a meter or so, depending on wave action and the nature and composition of the beach.

Schmidt hammer. A mechanical device utilizing a standard hammer for testing the condition of a concrete surface.

Scour. Erosion of the seabed or riverbed caused by wave or current action.

Sea Breeze. A light wind blowing from the sea toward the land caused by unequal heating of land and water masses.

Sea Change. (1) A change wrought by the sea. (2) A marked transformation.

Sea Cliff. A cliff situated at the seaward edge of the coast.

Sea Level. See Mean Sea Level.

Seamount. An elevation rising more than 1,000 meters above the ocean floor, and of limited extent across the summit. Compare Knoll.

Sea Puss. A dangerous longshore current; a rip current caused by return flow; loosely, the submerged channel or inlet through a bar caused by those currents.

Seas. Waves caused by wind at the place and time of observation. Seashore. The Shore of a sea or ocean.

Seasoned, air-dried, or air-seasoned. Dried by exposure to the atmosphere, usually in a yard, without artificial heat.

Seasoned, kiln-dried. Dried in a kiln with the use of artificial heat.

Seasoning. The evaporation or extraction of moisture from green or partially dried wood.

Sea State. Description of the sea surface with regard to wave action. Also called state of sea.

Seawall. A massive gravity-type structure built along, and generally parallel to, the shoreline; designed to protect the shore against erosion resulting from wave action.

Seiche. (1) A standing wave oscillation of an enclosed waterbody that continues, pendulum fashion, after the cessation of the originating force, which may have been either seismic or atmospheric. (2) An oscillation of a fluid body in response to a disturbing force having the same frequency as the natural frequency of the fluid system. Tides are now considered to be seiches induced primarily by the periodic forces caused by the Sun and Moon. (3) In the Great Lakes area, any sudden rise in the water of a harbor or a lake whether or not it is oscillatory (although inaccurate in a strict sense, this usage is well established in the Great Lakes area)

Seismic Sea Wave. See Tsunami.

Semidiurnal Tide. A tide with two high and two low waters in a tidal day with comparatively little diurnal inequality.

Set of Current. The direction toward which a current flows.

Setup, Wave. Superelevation of the water surface over normal surge elevation due to onshore mass transport of the water by wave action alone.

Setup, Wind. See Wind Setup. Shallow Water. (1) Commonly, water of such a depth that surface waves are noticeably affected by bottom topography. It is customary to consider water of depths less than one half the surface wavelength as shallow water. See Transitional Zone and Deep Water. (2) More strictly, in hydrodynamics with regard to progressive gravity waves, water in which the depth is less than 1/25 the wavelength; also called Very Shallow Water.

Shake. A separation along the grain of the wood; the separation usually occurring between the annual rings.

Shank. The long, straight part of an anchor, to which the anchor line attaches at one end and the fluke(s) at the other end.

Sheathing. The exposed face material used in bulkhead construction.

Sheeting. A lining of planks or boards for supporting an embankment, usually placed vertically and supported by walers, braces, and piles.

Sheet Pile. Interlocking structural elements driven into the ground to form a retaining structure. Sheet piles can be timber, steel, or concrete.

Shim. A small piece of wood placed between two members of a structure to bring them to a desired relative position.

Shingle. (1) Loosely and commonly, any beach material coarser than ordinary gravel, especially any having flat or flattish pebbles. (2) Strictly and accurately, beach material of smooth, well-rounded pebbles that are roughly the same size. The spaces between pebbles are not filled with finer materials. Shingle often gives out a musical sound when stepped on.

Shiplapped lumber. Lumber that is edge dressed to make a lapped joint.

Shoal (noun). A detached elevation of the sea bottom, comprised of any material except rock or coral, which may endanger surface navigation.

Shoal (verb). (1) To become shallow gradually. (2) To cause to become shallow. (3) To proceed from a greater to a lesser depth of water.

Shoaling Coefficient. The ratio of the height of a wave in water of any depth to its height in deep water with the effects of refraction, friction, and percolation eliminated. Sometimes

Shoaling Factor or Depth Factor. See also Energy Coefficient and Refraction Coefficient.

Shoaling Factor. See Shoaling Coefficient.

Shock Load. A resulting load or force from the rapid change of movement, such as impacting or jerking, of a static load. A shock load is generally significantly greater than the static load.

Shore. The narrow strip of land in immediate contact with the sea, including the zone between high and low water lines. A shore of unconsolidated material is usually called a Beach.

Shoreface. The narrow zone seaward from the low tide Shoreline, covered by water, over which the beach sands and gravels actively oscillate with changing wave conditions. See Inshore (Zone).

Shoreline. The intersection of a specified plane of water with the shore or beach (e.g., the high water shoreline would be the intersection of the plane of mean high water with the shore or beach). The line delineating the shoreline on National Ocean Service nautical charts and surveys approximates the mean high water line.

Shotcrete. Shotcrete (or gunite) is a concrete that is pneumatically placed in layers usually from 1 in. to 2 in. thick. Water is mechanically added to the dry mixture at the nozzle that shoots the freshly mixed concrete (really a mortar) at the surface prepared for its reception.

Side-scan sonar. A category of sonar system that is used to efficiently create an image of large areas of the sea floor. It may be used to conduct surveys for maritime archaeology; in conjunction with seafloor samples it can provide an understanding of the differences in material and texture type of the sea bed. Side-scan sonar imagery is also a commonly used tool to detect debris items and other obstructions on the sea floor that may be hazardous to shipping or to sea floor installations by the oil and gas industry.

Significant Wave. A statistical term relating to the one-third highest waves of a given wave group and defined by the average of their heights and periods. The composition of the higher waves depends upon the extent to which the lower waves are considered. Experience indicates that a careful

observer who attempts to establish the character of the higher waves will record values which approximately fit the definition of the significant wave.

Significant Wave Height. The average height of the one-third highest waves of a given wave group. Note that the composition of the highest waves depends upon the extent to which the lower waves are considered. In wave record analysis, the average height of the highest one-third of a selected number of waves, this number being determined by dividing the time of record by the significant period. Also Characteristic Wave Height.

Significant Wave Period. An arbitrary period generally taken as the period of the onethird highest waves within a given group. Note that the composition of the highest waves depends upon the extent to which the lower waves are considered. In wave record analysis, this is determined as the average period of the most frequently recurring of the larger well-defined waves in the record under study.

Silt. See Soil Classification.

Silver-silver chloride. Reference cell for electrolyte potential measurements in seawater.

Sinkhole. A hole or void in the upland area of a soil retaining structure that is formed due to the loss of fill.

Sinusoidal Wave. An oscillatory wave having the form of a sinusoid.

Skiff. A small boat.

Slack Tide (Slack Water). The state of a tidal current when its velocity is near zero, especially the moment when a reversing current changes direction and its velocity is zero. Sometimes considered the intermediate period between ebb and flood currents during which the velocity of the currents is less than 0.05 meter per second (0.1 knot). See Stand Of Tide.

Slip. A berthing space between two piers.

Slope. The degree of inclination to the horizontal. Usually expressed as a ratio, such as 1:25 or 1 on 25, indicating 1 unit vertical rise in 25 units of horizontal distance; or in a decimal fraction (0.04); degrees (2° 18'); or percent (4 percent).

Slough. See Bayou.

Sloughing. Slippage of the slope of an embankment or excavation.

Soft rot. Deterioration of wood components—often without visual distortion or apparent damage to the wood—by certain molds and other fungi that are outside of the common wood-destroying group. The affected wood is likely to be extremely brittle and break without splinters.

Softwoods. The botanical group of trees with needle-like or scale-like leaves often referred to as "conifers." The term softwood has no reference to the softness of the wood.

Soil Classification (Size). An arbitrary division of a continuous scale of grain sizes such that each scale unit or grade may serve as a convenient class interval for conducting the analysis or for expressing the results of an analysis.

Soil resistivity. A measure of how much the soil resists the flow of electricity.

Solitary Wave. A wave consisting of a single elevation (above the original water surface), whose height is not necessarily small compared to the depth, and neither followed nor preceded by another elevation or depression of the water surfaces.

Sonar, multi-beam. Sonar transmitted in a 180-degree pattern to record bottom topography, scour, or depth over a wide swath in a single pass.

Sonar and side-scan sonar. An ultra-high frequency sound wave generating device for measuring distances by reference to time intervals between sending and receiving any pulse. Usual sonar transmits signals vertically, side-scan transmits signals at an angle less than 90 degrees.

Sorting Coefficient. A coefficient used in describing the distribution of grain sizes in a sample of unconsolidated material. It is defined as So = Q1/Q3, where Q1 is the diameter (in millimeters) which has 75 percent of the cumulative size-frequency (by weight) distribution smaller than itself and 25 percent larger than itself, and Q3 is that diameter having 25 percent smaller and 75 percent larger than itself.

Sound (noun). (1) A wide waterway between the mainland and an island, or a wide waterway connecting two sea areas. See also Strait. (2) A relatively long arm of the sea or ocean forming a channel between an island and a mainland or connecting two larger bodies, as a sea and the ocean, or two parts of the same body; usually wider and more extensive than a strait.

Sound (verb). To measure the depth of the water.

Sounding. (1) A measured depth of water. On hydrographic charts the soundings are adjusted to a specific plane of reference (Sounding Datum). (2) A method used to determine interior deterioration in wood and concrete; a method used to determine the depth of water.

Sounding Datum. The plane to which soundings are referred. See also Chart Datum.

Sounding Line. A line, wire, or cord used in sounding, which is weighted at one end with a plummet (sounding lead). Also Lead Line.

Spalling. Deterioration of a concrete surface usually caused by the expansion of corroding reinforcing steel.

Specific gravity. As applied to preservatives, the ratio of weight of a given volume of a preservative to the weight of an equal volume of water.

Spilling Breaker. See Breaker.

Spit. A small point of land or a narrow shoal projecting into a body of water from the shore.

Spit, Cuspate. See Cuspate Spit.

Splash Zone. The portion of a marine structure subject to alternate wetting and drying due to tide and wave action.

Splicing. The replacement of the damaged portion of a pile Split—a lengthwise separation of the wood extending completely through the piece from one surface to another.

Spring Tide. A tide that occurs at or near the time of new or full moon and which rises highest and falls lowest from the mean sea level.

Spud piles. Piles driven at an angle to develop horizontal resistance to loading.

Staining. The discoloration of wood indicating the presence of fungus activity.

Stand of Tide. An interval at high or low water when there is no sensible change in the height of the tide. The water level is stationary at high and low water for only an instant, but the change in level near these times is so slow that it is not usually perceptible. See Slack Tide.

Standard Project Hurricane. See Hypothetical Hurricane.

Standing Wave. A type of wave in which the surface of the water oscillates vertically between fixed points, called nodes, without progression. The points of maximum vertical rise and fall are called antinodes or loops. At the nodes, the underlying water particles exhibit no vertical motion, but maximum horizontal motion. At the antinodes, the underlying water particles have no horizontal motion, but maximum vertical motion. They may be the result of two equal progressive wave trains traveling through each other in opposite directions. Sometimes called Clapotis or Stationary Wave.

Stationary Wave. A wave of essentially stable form which does not move with respect to a selected reference point; a fixed swelling. Sometimes called Standing Wave.

Steel sheet pile wall. A bulkhead composed of driven vertical or near vertical steel sheet sections interlocked to form a continuous wall, sometimes tied back to anchors.

Still-Water Level. The elevation that the surface of the water would assume if all wave action were absent.

Stockpile. Sand piled on a beach foreshore to nourish downdrift beaches by natural littoral currents or forces. See Feeder Beach.

Stone, Derrick. Stone heavy enough to require handling individual pieces by mechanical means, generally weighing 900 kilograms (1 ton) and up.

Storm Surge. A rise above normal water level on the open coast due to the action of wind stress on the water surface. Storm surge resulting from a hurricane also includes that rise in level due to atmospheric pressure reduction as well as that due to wind stress. See Wind Setup.

Storm Tide. See Storm Surge.

Strait. A relatively narrow waterway between two larger bodies of water. See also Sound.

Stream. (1) A course of water flowing along a bed in the Earth. (2) A current in the sea formed by wind action, water density differences, etc.; e.g. the Gulf Stream. See also Current, Stream.

Stringer. A horizontal framing member used to support a floor or deck.

Structural deterioration. The failure or damage to a structure due to biological, chemical, or mechanical means.

Structural lumber. Lumber that is 2 in. or more thick and 4 in. or more wide, intended for use where working stresses are required. The grading of structural lumber is based on both the strength of the piece and the use of the entire piece.

Sub-decking. Area beneath the surface decking.

Sulfate attack. Exposure of concrete to sulfates; the most common sulfates are sodium, potassium, magnesium, and calcium sulfates, which react with various hydration products in the presence of moisture to form ettringite, which leads to softening of the concrete.

Surf. The wave activity in the area between the shoreline and the outermost limit of breakers.

Surf Beat. Irregular oscillations of the nearshore water level with periods on the order of several minutes.

Surf Zone. The area between the outermost breaker and the limit of wave uprush.

Surface treatment. The applying of a preservative to the surface by means of a brush, swab, or spray gun.

Surge. (1) The name applied to wave motion with a period intermediate between that of the ordinary wind wave and that of the tide, say from 1/2 to 60 minutes. It is low height; usually less than 0.9 meter (0.3 ft). See also Seiche. (2) In fluid flow, long interval variations in velocity and pressure, not necessarily periodic, perhaps even transient in nature. (3) See Storm Surge.

Surging Breaker. See Breaker.

Survey. A detailed study or inspection to determine the location, form, boundaries, or condition of a structure, an area of water, or tract of land.

Suspended Load. (1) The material moving in suspension in a fluid, kept up by the upward components of the turbulent currents or by colloidal suspension. (2) The material collected in or computed from samples collected with a Suspended Load Sampler. Where it is necessary to distinguish between the two meanings given above, the first one may be called the "true suspended load."

Suspended Load Sampler. A sampler which attempts to secure a sample of the water with its sediment load without separating the sediment from the water.

Swale. The depression between two beach ridges.

Swash. The amount of runup is the vertical height above still-water level to which the rush of water reaches.

Swash Channel. (1) On the open shore, a channel cut by flowing water in its return to the present body (e.g., a rip channel). (2) A secondary channel passing through or shoreward of an inlet or river bar.

Swash Mark. The thin wavy line of fine sand, mica scales, bits of seaweed, etc., left by the uprush when it recedes from its upward limit of movement on the beach face.

Swell. Wind-generated waves that have traveled out of their generating area. Swell characteristically exhibits a more regular and longer period and has flatter crests than waves within their fetch.

Synoptic Chart. A chart showing the distribution of meteorological conditions over a given area at a given time. Popularly called a weather map.

Synthetic resin. A chemical sometimes used for impregnating piles.

Syzygy. The two points in the Moon's orbit when the Moon is in conjunction or opposition to the Sun relative to the Earth; time of new or full Moon in the cycle of phases.

Tar. A generic term applied to nonaqueous liquids obtained as residue in the destructive distillation of organic materials such as coal, lignite, petroleum, wood, and others.

Tar, coal. The nonaqueous portion of the liquid distillate obtained during the carbonization of bituminous coal.

Tender. The individual responsible for the diver's welfare during an inspection; also a small boat.

Teredo. A genus of molluscan marine borers, commonly called the "shipworm".

Teredo tube. A tubular residue left by teredo borers.

Terrace. A horizontal or nearly horizontal natural or artificial topographic feature interrupting a steeper slope, sometimes occurring in a series.

Thalweg. In hydraulics, the line joining the deepest points of an inlet or stream channel.

Tidal. Of, relating to, caused by, or having tides.

Tidal creeks: Small streams that serve as important conduits for material and energy transfer between salt marshes and adjacent water bodies.

Tidal Current. See Current, Tidal.

Tidal Datum. A vertical reference based on a specific stage of tide that serves as a baseline elevation to which sounding depths or topographic heights are referenced.

Tidal Day. The time of the rotation of the Earth with respect to the Moon, or the interval between two successive upper transits of the Moon over the meridian of a place, approximately 24.84 solar hours (24 hours and 50 minutes) or 1.035 times the mean solar day. Also called lunar day.

Tidal Flats. Marshy or muddy land areas which are covered and uncovered by the rise and fall of the tide.

Tidal Inlet. (1) A natural inlet maintained by tidal flow. (2) Loosely, any inlet in which the tide ebbs and flows. Also Tidal Outlet.

Tidal Period. The interval of time between two consecutive, like phases of the tide.

Tidal Pool. A pool of water remaining on a beach or reef after recession of the tide.

Tidal Prism. The total amount of water that flows into a harbor or estuary or out again with movement of the tide, excluding any freshwater flow.

Tidal Range. The difference in height between consecutive high and low (or higher high and lower low) waters.

Tidal Rise. The height of tide as referred to the datum of a chart.

Tidal Wave. (1) The wave motion of the tides. (2) In popular usage, any unusually high and destructive water level along a shore. It usually refers to Storm Surge or Tsunami.

Tide. The periodic rising and falling of the water that results from gravitational attraction of the Moon and Sun and other astronomical bodies acting upon the rotating Earth. Although the accompanying horizontal movement of the water resulting from the same cause is also sometimes called the tide, it is preferable to designate the latter as Tidal Current, reserving the name Tide for the vertical movement.

Tide, Daily Retardation Of. The amount of time by which corresponding tides grow later day by day (about 50 minutes). Also Lagging.

Tide, Diurnal. A tide with one high water and one low water in a day.

Tide, Ebb. See Ebb Tide.

Tide, Flood. See Flood Tide.

Tide, Mixed. See Mixed Tide.

Tide, Neap. See Neap Tide.

Tide, Semidiurnal. See Semidiurnal Tide.

Tide, Slack. See Slack Tide.

Tide, Spring. See Spring Tide.

Tide Station. A place at which tide observations are being taken. It is called a primary tide station when continuous observations are to be taken over a number of years to obtain basic tidal data for the locality. A secondary tide station is one operated over a short period of time to obtain data for a specific purpose.

Tide, Storm. See Storm Surge.

Tie back, tie rod. Generally, a tension rod with anchorage used to restrain a wall from movement or displacement.

Tie Rod. A steel rod used to secure a bulkhead or retaining wall to a deadman.

Timber. A broad term including standing trees and certain products cut from them, including lumber 5 in. or larger in least nominal dimension.

Timber Pile. A timber member, usually round, driven or otherwise embedded into the ground to serve as a structural support.

Tip Elevation. The required driving depth for piles. (Driving criteria dictates tip elevation.)

Tombolo. A bar or spit that connects or "ties" an island to the mainland or to another island. See Cuspate Spit.

Tongue and Groove. A method of interlocking adjacent members whereby one edge of a member has a projection (tongue) to fit into a recess (groove) in the adjacent member. Design often used to interlock timber or concrete sheet piles.

Topography. The configuration of the physical features of a place or region.

Topping. The finished surface (wearing surface) provided on top of an existing surface.

Training Wall. A wall or jetty to direct current flow.

Transitional Zone (Transitional Water). In regard to progressive gravity waves, water whose depth is less than 1/2 but more than 1/25 the wavelength. Often called Shallow Water.

Translatory Wave. See Wave of Translation.

Transposed Hurricane. See Hypothetical Hurricane.

Treatment, dual. Treatment of wood to be used under severe conditions of exposure with two dissimilar synergistic preservatives in two separate treating cycles, e.g., treatment of marine piles and wood for areas of extreme borer hazard. Usually, the first treatment is with a waterborne salt preservative, the second with creosote or creosote-coal tar solution.

Treatment, empty-cell. A treatment in which air imprisoned in the wood is employed to force out part of the preservative when treating pressure is released and a final vacuum is applied.

Treatment, fire-retardant. Treatment of wood under pressure with chemical to reduce its flame spread, fuel contribution, and smoke development.

Treatment, full-cell. A treatment involving a preliminary vacuum followed by pressure impregnation such that the cell cavities in the treated portion of the wood remain partially or completely filled with preservative.

Tremie. A steel tube used for depositing concrete underwater, having at its upper end a hopper for filling.

Trochoidal Wave. A theoretical, progressive oscillatory wave first proposed by Gerstner in 1802 to describe the surface profile and particle orbits of finite amplitude, nonsinusoidal waves. The wave form is that of a prolate cycloid or trochoid, and the fluid particle motion is rotational as opposed

to the usual irrotational particle motion for waves generated by normal forces. Compare Irrotational Wave.

Tropical Cyclone. See Hurricane.

Tropical Storm. A tropical cyclone with maximum winds less than 34 meters per second (75 mile per hour). Compare Hurricane.

Trough of Wave. The lowest part of a waveform between successive crests. Also, that part of a wave below still-water level.

Tsunami. A long-period wave caused by an underwater disturbance such as a volcanic eruption or earthquake. Also Seismic Sea Wave. Commonly miscalled "tidal wave."

Tunicate. Sea grape: a semitransparent organism the size of a grape that often exists in polluted waters. Some cause rashes on divers.

Typhoon. See Hurricane.

Ultimate Load. The average load or force at which the item fails or no longer supports a load.

Ultrasonic Thickness Meter. Any one of a number of remote and hand-held devices which use a timed pulse-echo signal to gauge the wall thickness of a metal member.

Underdeck. The portion of a pier or wharf structure between the bottom of the deck and the waterline.

Undertow. A seaward current near the bottom on a sloping inshore zone. It is caused by the return, under the action of gravity, of the water carried up on the shore by waves. Often a misnomer for Rip Current.

Underwater Gradient. The slope of the sea bottom. See also Slope.

Undulation. A continuously propagated motion to and fro, in any fluid or elastic medium, with no permanent translation of the particles themselves.

Unified Facilities Criteria (UFC). Documents that provide planning, design, construction, sustainment, restoration, and modernization criteria and apply to military departments, defense agencies, and Department of Defense field activities.

United States Geological Survey (USGS). A science organization that provides impartial information on the health of ecosystems and environment, natural hazards, natural resources, the impacts of climate and landuse change, and the core science systems that provide timely, relevant, and usable information.

Upcoast. In United States usage, the coastal direction generally trending toward the north.

Updrift. The direction opposite that of the predominant movement of littoral materials.

Uplift. The upward water pressure on the base of a structure or pavement.

Uprush. The rush of water up onto the beach following the breaking of a wave. Also Swash, Runup.

Valley, Sea. A submarine depression of broad valley form without the steep side slopes which characterize a canyon.

Valley, Submarine. A prolongation of a land valley into or across a continental or insular shelf, which generally gives evidence of having been formed by stream erosion.

Variability of Waves. (1) The variation of heights and periods between individual waves within a Wave Train. (Wave trains are not composed of waves of equal height and period, but rather of heights and periods which vary in a statistical manner.) (2) The variation in direction of propagation of waves leaving the generating area. (3) The variation in height along the crest, usually called "variation along the wave."

Velocity of Waves. The speed at which an individual wave advances. See Wave Celerity.

Vertical Accretion. The building up of a wetland surface through the deposition and accumulation of sediments.

Very Shallow Water. See Shallow Water.

Viscosity (or internal friction). That molecular property of a fluid that enables it to support tangential stresses for a finite time and thus to resist deformation

Wale. A long, horizontal structural member of timber or steel used for bracing vertical members. Also known as a "waler" or "ranger."

Wane. Bark on the edge or corner of a piece, or the absence of wood in a piece from any cause.

Waterborne. A preservative soluble in water.

Waterline. A juncture of land and sea. This line migrates, changing with the tide or other fluctuation in the water level. Where waves are present on the beach, this line is also known as the limit of backrush. (Approximately, the intersection of the land with the Stillwater level.)

Wave. A ridge, deformation, or undulation of the surface of a liquid.

Wave Age. The ratio of wave speed to wind speed.

Wave, Capillary. See Capillary Wave.

Wave Celerity. Wave speed.

Wave Crest. See Crest Of Wave.

Wave Crest Length. See Crest Length, Wave.

Wave, Cycloidal. See Cycloidal Wave.

Wave Decay. See Decay Of Waves.

Wave Direction. The direction from which a wave approaches.

Wave Forecasting. The theoretical determination of future wave characteristics, usually from observed or predicted meteorological phenomena.

Wave Generation. See Generation Of Waves. Wave, Gravity. See Gravity Wave.

Wave Group. A series of waves in which the wave direction, wavelength, and wave height vary only slightly. See also Group Velocity.

Wave Height. The vertical distance between a crest and the preceding trough. See also Significant Wave Height.

Wave Height Coefficient. The ratio of the wave height at a selected point to the deepwater wave height. The Refraction Coefficient multiplied by the shoaling factor.

Wave Hindcasting. See Hindcasting, Wave.

Wave, Irrotational. See Irrotational Wave.

Wave, Monochromatic. See Monochromatic Waves.

Wave, Oscillatory. See Oscillatory Wave.

Wave Period. The time for a wave crest to traverse a distance equal to one wavelength. The time for two successive wave crests to pass a fixed point. See also Significant Wave Period.

Wave, Progressive. See Progressive Wave.

Wave Propagation. The transmission of waves through water.

Wave Ray. See Orthogonal.

Wave, Reflected. That part of an incident wave that is returned seaward when a wave impinges on a steep beach, barrier, or other reflecting surface.

Wave Refraction. See Refraction (of water waves).

Wave Setup. See Setup, Wave.

Wave, Sinusoidal. An oscillatory wave having the form of a sinusoid.

Wave, Solitary. See Solitary Wave.

Wave Spectrum. In ocean wave studies, a graph, table, or mathematical equation showing the distribution of wave energy as a function of wave frequency. The spectrum may be based on observations or theoretical considerations. Several forms of graphical display are widely used.

Wave, Standing. See Standing Wave.

Wave Steepness. The ratio of the wave height to the wavelength.

Wave Train. A series of waves from the same direction.

Wave of Translation. A wave in which the water particles are permanently displaced to a significant degree in the direction of wave travel. Distinguished from an Oscillatory Wave.

Wave, Trochoidal. See Trochoidal Wave.

Wave Trough. The lowest part of a wave form between successive crests. Also that part of a wave below still-water level.

Wave Variability. See Variability Of Waves.

Wave Velocity. The speed at which an individual wave advances.

Wave, Wind. See Wind Waves.

Wavelength. The horizontal distance between similar points on two successive waves measured perpendicular to the crest.

Waves, Internal. See Internal Waves.

Web. The portion(s) of a geometric cross-section parallel to the weak axis of bending. The term web is most commonly applied to that portion flanges of an H-pile or beam.

Weir Jetty. An updrift jetty with a low section or weir over which littoral drift moves into a predredged deposition basin which is dredged periodically.

Wetland restoration: The return of a wetland from a condition disturbed or altered by human activity to a previously existing condition.

Wharf. An open-type marginal platform structure, usually parallel to the shoreline, that is used primarily for berthing of vessels. It is usually connected to the shore at more than one point but may also have continuous access along the shore.

Whitecap. On the crest of a wave, the white froth caused by wind.

Wind Chop. See Chop.

Wind, Following. See Following Wind.

Wind, Offshore. A wind blowing seaward from the land in a coastal area.

Wind, Onshore. A wind blowing landward from the sea in a coastal area.

Wind, Opposing. See Opposing Wind.

Wind Setup. On reservoirs and smaller bodies of water (1) the vertical rise in the Stillwater level on the leeward side of a body of water caused by wind stresses on the surface of the water; (2) the difference in still-water levels on the windward and the leeward sides of a body of water caused by wind stresses on the surface of the water. Storm Surge (usually reserved for use on the ocean and large bodies of water).

Wind Tide. See Wind Setup, Storm Surge.

Wind Waves. (1) Waves being formed and built up by the wind. (2) Loosely, any wave generated by wind.

Windward. The direction from which the wind is blowing.

Windsor probe. A device used to determine the strength of concrete by shooting a standardized probe into the concrete and measuring the depth of embedment.

White rot. Deterioration caused by a group of fungi that cause "bleaching" of the wood.

Wolman Salts. Fluor Chrome Arsenate Phenol Type A.

Wood. A broad term including standing trees and certain products cut from them, including lumber 5 in. or larger in least nominal dimension.

Wood preservation. The art of protecting wood against the action of destructive agents; usually refers to the treatment of wood with chemical substances (preservatives), which reduce its susceptibility to deterioration by fungi, insects, or marine borers

Xylophaga. A genus of wood boring pholads.

Zinc. A metal as a sacrificial anodes in cathodic protection against corrosion.

Appendix C
Report Formatting, Sample Figures, and Writing Styles

APPENDIX C

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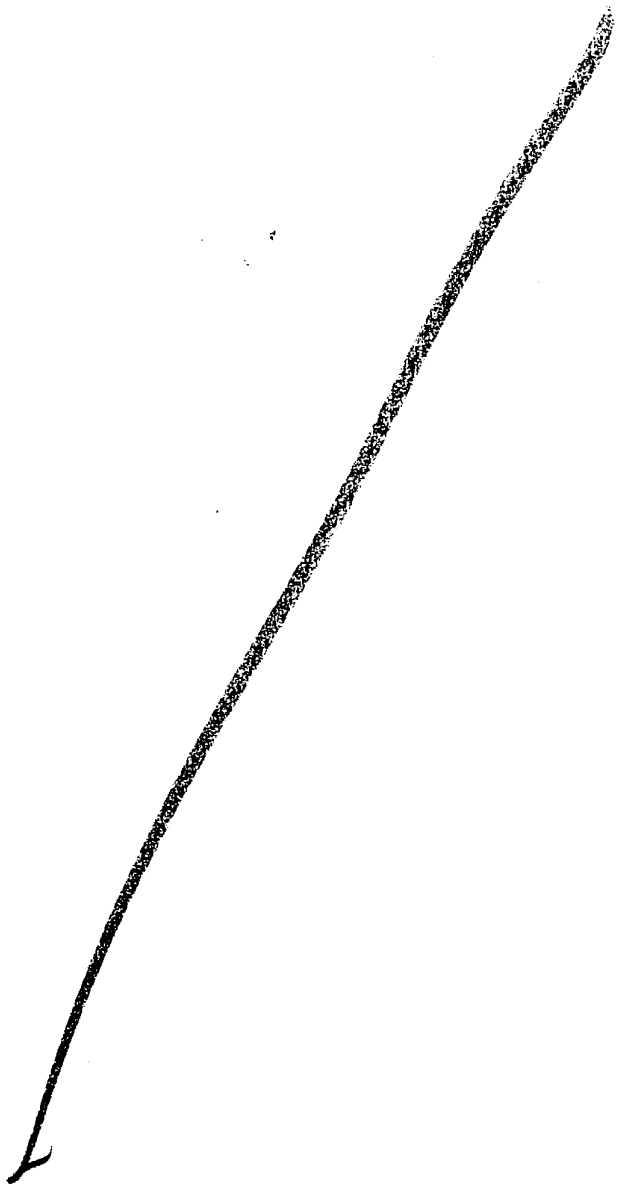
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C.1 FORMAT AND ARRANGEMENT

The purpose of this section is to provide for consistency in the Baseline, Routine, Design-Level, and Post-Construction Inspection report formats. Categories of information shall be found in the same sections of all reports. The arrangement and style, including the size of type and width of margins, are to be consistent in all reports. Facility assessments, recommendations, and cost estimates in all reports are consistent in presentation, degree of detail, and overall style.

C.1.1 Typeset and Margins

The body of the report shall be printed in "Times New Roman" font, regular style, 12 point (the style of type used in this narrative) or a like substitute. For ease of reading, line spacing should be set at 1.35 with a 12 point space before each paragraph.

Margins on the left-hand side of the sheet shall be 1-1/2 in. Margins on the right side shall be 1 in. Each line of text should be left and right justified. Two spaces should be placed between the last word of one sentence and the first word of the next sentence. Top and bottom margins shall be 1 in. for a full page of text. In instances where the text of a final paragraph in a section of the report exceeds the intended last page, a minimum of two sentences should be carried onto an additional page.

C.1.2 Numbering Systems

The numbering system has been designed so that each chapter of the Routine Inspection report stands alone. This will allow additional material to be added to or deleted from a section without disturbing material on every page of the report.

(A) PAGE NUMBERING

The inside title page shall be presumed to be page i, but shall not be labeled. The pages following the inside title page and preceding Section 1 shall be labeled with lower case Roman numerals. Therefore, the Executive Summary shall be labeled ii, (assuming that it occupies only one page), because it is positioned within the report immediately following the inside title page.

All section page numbers within each tabbed section shall consist of the section number and the page number within the section, separated by a dash. For example, pages in Section 1 should be numbered 1-1, 1-2, 1-3, etc.

The appendices shall be similarly numbered, with the exception that the first character will be the letter designating a particular appendix. For example, page numbers in Appendix A, beginning with the Appendix title page, should be preceded by the letter A: A-1, A-2, A-3, etc.

All page numbers shall be positioned in the lower margin of the page, 3/4 in. from the bottom of the page. The page numbers shall be centered between the left and right margins, except on 11 in. by 17 in. pages where they shall be located 4 in. from the right edge of the paper.

(B) SECTION NUMBERING

The section numbering system shall follow that of the page system with the exception that numbers shall be separated by a period. For example, within Section 1, the subsections shall be numbered as follows: 1.1, 1.2, 1.3, etc. This system can be expanded further if the narrative dictates the need for lower-tier subsections. For example, if in section 2.1, there are four subsections required, the numbering shall be 2.1.1, 2.1.2, 2.1.3, 2.1.4; the section 2.2 shall be divided into 2.2.1, 2.2.2, etc. If it is necessary to subdivide further, first use uppercase letters, then Arabic numerals, and finally, lower case Roman numerals. Leave two spaces between the number of a section and its title. The format for headings is listed in Table C-1.

TABLE C-1.
HEADING FORMAT

Type of heading	Numbering	Format
Chapter (Heading 1)	1.	TIMES NEW ROMAN 14 BOLD, ALL CAPS
Section (Heading 2)	1.1	TIMES NEW ROMAN 12 BOLD, ALL CAPS
Sub-section (Heading 3)	1.1.1	Times New Roman 12 Bold, Initial Caps
(Heading 4)	(A)	TIMES NEW ROMAN 12, ALL CAPS
(Heading 5)	(1)	Times New Roman 12, Initial Caps
(Heading 6)	(i)	Times New Roman 12, Initial Caps

Chapter headings (Heading 1) start on a new page. Leave two lines between section headings (Heading 2) and the preceding text and one line between Subsection or lower order headings (Heading 3, 4, etc.) and the preceding text. Leave one line between headings and the following text.

C.1.3 Binding

All Baseline, Routine, Design Level, and Post Construction Inspection reports shall be assembled using GBC binding with a clear plastic cover, and white hard stock paper as the back cover.

Separator sheets with ½-inch wide tabs (1/5 cut) shall be placed at the beginning of each chapter and appendix of the report. The tab shall show the chapter number or appendix letter and its title. Abbreviations may also be used. The information shall be placed on the front of the tab and oriented

so that the bottom of the writing is toward the inside of the report. Text on the tabs shall be 10 point Times New Roman font, bold.

The separator sheets shall be light blue "cover stock" weight paper with five tabs per bank. The tabs shall be laminated on each side of the sheet. The lamination shall extend a minimum of ½ in. above and below the tab and ¼ in. in from the edge of the sheet.

C.2 FRONT INFORMATION PREPARATION

C.2.1 Report Cover

The format for the specific information to appear on the report cover is presented on Figure C-1. The report cover includes color graphics and should be printed on a color printer with a minimum of 600 x 600 dpi and 256 colors. All text on the report cover is right-justified, spaced 1 in. from the right edge of the paper. The following items shall be included on the cover:

- NYC EDC logo - The top of the EDC logo shall be positioned 3/4 in. below the top of the page and right justified with the report cover text. The logo shall be 1 in. high and the provided height to width ratio shall be in the same aspect ratio as provided by EDC.

- System Title - The first text item to appear on the page is the title "WATERFRONT FACILITIES MAINTENANCE MANAGEMENT SYSTEM," in boldface, all caps, 18-point type. This text shall be provided on two lines with the top line located 2-1/2 in. below the top of the page.

- Name - The name of the site and facility inspected is positioned below the title in boldface, all caps, 24-point type. This line of type is located 3-3/4 in. below the top of the page.

- Location - The location of the site and facility inspected is positioned directly below the name using the same font. The location should indicate the borough or city that the site is located.

- Inspection Type - Specify the type of inspection performed in boldface, all caps, 24-point type. This line of type is located 5 in. below the top of the page.

- Date - Specify the month and year the report is submitted, in boldface, all caps, 18-point type.

- Consultant logo - The top of the consultant's logo shall be positioned 8-1/2 in. below the top of the page and right justified with the report cover text.

C.2.2 Title page

The format for the specific information to appear on this page is presented on Figure C-2, which depicts a typical title page. All text is centered on the page and the type size is the same as used on the report cover. The descriptions of items on the title page are similar to those on the report cover.

C.3 FIGURES AND DRAWINGS

The inspection reports describe the physical condition of a facility, and thereby forms a basis for justifying requests for the funding of repairs. Therefore, it is imperative that figures and drawings, as well as the accompanying narrative material, be accurately, clearly, and completely presented.

High-quality figures and drawings are indispensable in conveying the physical arrangements of elements of a facility, as well as illustrating the findings from the investigations. The level of detail used in figures should be sufficient to independently provide the reader with a graphical representation of the essential information presented within the written portions of the report.

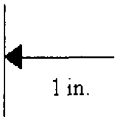
At times, design or as-built drawings for some facilities will not be available, or the existing drawings will be outdated and will not represent a structure in its present form. In such cases, the consultant must generate new drawings.

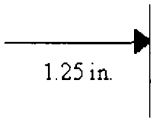
The term "figure" will be used to refer to all graphic illustrations other than photographs. Some figures will depict information that is normally included in, and referred to in engineering terms as, "drawings".

WATERFRONT FACILITIES
MAINTENANCE MANAGEMENT SYSTEM

SITE
FACILITY
LOCATION

INSPECTION TYPE





MONTH YEAR

NYCEDC
New York City Economic Development Corp.

CONSULTANT'S NAME AND LOGO

FIGURE C-1.
REPORT COVER FORMAT

MAINTENANCE MANAGEMENT SYSTEM

SITE
FACILITY
LOCATION

INSPECTION TYPE

MONTH YEAR

Submitted by:

Consultant's Name
Address
City, State Zip

FIGURE C-2.
TITLE PAGE FORMAT

The figures required for illustrating the descriptions, findings, or recommendations of inspection reports take several forms. The most common types are described below:

- Conventional drawings including vicinity maps, site plans, location plans, general plans, deck plans, framing plans, pile plans, elevations, cross sections, shoreline profiles, and details. Figures of this type give physical arrangements of the components and the relevant dimensions of both the facility and its systems.

Sketches depicting locations, geometric patterns, and extent of existing conditions, such as marine growth, cracks, and regions of deterioration on or within a structural member.

- Schematic diagrams depicting recommended repair details.
- Other illustrations as appropriate, such as diagrams graphically depicting the live load limits on various portions of a pier, or plots of selected parameters required in analyses of data.

C.3.1 Types of Figures

The basic layout of a facility must be illustrated to a level of detail sufficient to permit the reader to easily determine which structure, or portion thereof, is being illustrated, and what is being illustrated. Each figure must contain the minimum required information to graphically represent the structure, including observed conditions, independently of the narrative portions of the report. For example, on a pier involving the inspection of piles, every pile should be shown, even though groups of piles may not have been inspected or conditions for particular piles were not observed. Furthermore, all piles must be shown even though the pattern of structural elements might be repetitious over a lengthy span of the pier. As a general rule, a sufficient number of figures must be presented so that the information conveyed on each figure is uncluttered, legible, and concise.

Typical figures presented in the inspection reports are described below. At a minimum, the following information must be shown for each of the various figures listed below:

(A) LOCATION PLAN

The Location Plan illustrates the overall vicinity of the site. This figure should include: a north arrow; the name and location of the site; major roadways, highways or cross-streets; geographic features such as bodies of water; and any other feature that is characteristic of the area within and around the site. An example of a Location Plan is shown in Section 6.1.3 on Figure 6-1.

(B) SITE PLAN

The Site Plan illustrates a general plan of the site in which the facility is located ("bird's eye view"). Included in this figure are: a north arrow; the name and location of the facility; the names and locations

of various geographic and man-made features such as bodies of water, buildings, local roads, property lines, and bulkhead lines; and any other feature that is characteristic of the area within the site. An example of a Site Plan is shown in Section 6.1.3 on Figure 6-2.

(C) FACILITY PLAN

The Facility Plan illustrates a plan of the facility itself. This plan includes a north arrow; an outline of the structures; overall and structure dimensions; and the names of the facility's major structures, with overall dimensions. A Facility Plan must be included in the report. An example of a Facility Plan is shown in Section 6.1.3 on Figure 6-3.

(D) DECK PLAN

The Deck Plan illustrates an overall plan of the structure or a major portion of the structure. This figure includes: a north arrow; an outline of the structure; overall and element dimensions; a numbered grid system; and the name and location of features on or adjacent to the structure, such as the deck, expansion joints, buildings, mooring elements, curbs, utilities, fender systems, and long term mooring of vessels and barges. The Deck Plan also includes relevant information pertaining to these features, such as soundings, deck subsidence, sinkholes, and missing, broken, or deteriorated elements. Soundings must be referenced to a known datum such as the deck elevation or MLLW elevation. Repetitive information and conditions are graphically represented by symbols, which must be identified in an appropriate legend. Isolated information and conditions are to be called out specifically in writing. A Deck Plan must be included in the report. An example of a Deck Plan is shown on Figure C-3.

(E) FRAMING PLAN

The Framing Plan illustrates the overall structural framing of the structure or its major elements. This figure includes: a north arrow; an outline of the structure; overall and element dimensions; a numbered grid system; and the name and location of deck supporting elements such as pile caps, deck beams, edge beams, and bulkheads. The scale of the Framing Plan must match the scale of the Deck Plan. A Framing Plan, when used, is often combined with a Pile Plan. However, the Framing Plan shall be separate from the Pile Plan if the information presented tends to clutter the overall appearance. Additionally, the Framing Plan may include a reflected soffit plan. Repetitive information and conditions are graphically represented by symbols, which must be identified in an appropriate legend. Isolated information and conditions are to be called out specifically in writing. An example of a framing plan is shown on Figure C-4.

(F) PILE PLAN

The Pile Plan illustrates the overall pile layout of the structure or its major elements. This figure includes: a north arrow; an outline of the structure; overall and element dimensions; a numbered grid system; and a graphical representation of each pile, with observed conditions graphically represented at the pile locations. The scale of the Pile Plan must match the scale of the Deck Plan. The Pile Plan also includes relevant information pertaining to piles such as the level of inspection for each pile, dimensions, pile conditions, or the presence of pile stubs. Repetitive information and conditions are graphically represented by symbols, which must be identified in an appropriate legend. Isolated information and conditions are to be called out specifically in writing. Water depths or soundings should be presented at regular intervals around the perimeter and centerline of the structure.

A Pile Plan allows the viewer to distinguish a vertical pile from a batter pile by the way in which it is depicted. The shape of vertical piles shall be the same shape as the piles supporting the waterfront facility. A batter pile, which is intentionally driven out of plumb, shall be indicated in plan by the shape of the pile's cross-section and by a small arrow in the direction of the batter, as illustrated on Figure C-5. If the structure is supported on piles, a Pile Plan must be included in the report.

(G) ELEVATIONS

Elevations illustrate vertical elevations, to scale, of a portion of the structure or its major elements. These figures, when used, identify relevant information or conditions pertaining to the structural elements such as: overall and element dimensions; and missing, broken, or deteriorated elements. Repetitive information and conditions are graphically represented by symbols, which must be identified in an appropriate legend. Isolated information and conditions are to be called out specifically in writing.

Elevations are also typically prepared for structures such as sheet pile bulkheads, gravity walls, or other types of retaining wall-type structures to depict their overall configuration, including the stationing used in the inspection, general position of the mudline, tidal levels, and the position of key components such as tie rods, wales, or outfalls. An example of an elevation view is shown on Figure C-6.

(H) CROSS-SECTIONS

Cross-sections illustrate the physical arrangement, to scale, of the components for each typical cross-section for various portions of the system. Cross-sections identify the overall and component dimensions, the name and location of various components, the top of deck elevations, and water levels. The quantity of typical cross-sections will vary depending on the configuration of each system

or its major components. Typical cross-sections must be included in the report. An example of a cross-section is shown on Figure C-7.

(I) DETAILS

Details illustrate the physical arrangement, to scale, of structural elements. Details should be provided to clarify the existing typical and non-typical configurations or conditions, particularly at connections, as well as depicting recommended repair systems. Details identify the materials used, the names and proportions of the various components, and any other information pertaining to the condition or assemblage of components. An example showing an existing condition detail is shown on Figure C-8. The detail shown on Figure C-8 is for a cross-section view, however, details may also be developed for specific plan or elevation views.

(J) REPAIR DETAIL

Repair details illustrate the physical arrangement, to scale, of the proposed recommended action. The repair detail may be presented as a plan, cross-section, elevation view, or a combination of these formats. The repair detail(s) included in the report is/are not intended to be used for construction and are only intended as graphical representations of what a typical repair might look like. Not all recommended actions require accompanying repair details. Each repair detail shall include a sufficient level of detail for the reader to understand the intent of the repair and for the development of an order-of-magnitude cost estimate. Examples showing repair details are shown on Figure C-9.

(K) LOAD RATING PLAN

The load rating plan is used to graphically illustrate the different load ratings that may exist at a facility. A load rating plan is required when the facility has varying degrees of deterioration and the structural condition assessment demonstrates that the original load carrying capacity of the needs to be reduced in certain areas of the facility. An example of a load rating plan is shown on Figure C-10. In cases where the load rating is consistent throughout the facility or is clearly delineated by the structures, a load rating plan is not required.

(L) SURVEY PLAN

The survey plan presents the overall extent of the inspected shoreline or wetland and includes the elevations (referenced to NAVD88), the stationing adopted for the inspection, transect locations, and the location of any reference points. For wetlands, the assessment area(s) shall be clearly shown. Sample survey plans for a shoreline and wetland are shown on Figure C-11 and Figure C-12, respectively. In cases where the load rating is consistent throughout the facility or is clearly delineated by the structures, a load rating plan is not required.

The wetland survey plan is the same as used for NACSMA. Individual, random plots along a variable-sized random grid will be considered the sampling unit with all of the possible plot locations within the salt marsh being the statistical population of interest. A sample total of fifty (50) 5 m^2 plots will be spaced evenly across each marsh; spacing will be systematic with a random start and will depend on the size of the marsh and the calculated sample size. Plots will be located in a systematic grid design (Figure C-12); the first transect location, forming the basis of the grid, is selected randomly. The subsequent plots will be spaced a set number of meters apart; however, given that grid lines are of varying length (i.e., the marsh is not a uniform width), when the end of one grid line is reached, the plot will fall on the following parallel grid line the remaining number of meters from the study area edge (i.e., upland or water) ("snaking around"). Plot data can be post-stratified into subpopulations of interest (for example, use the plots adjacent to shoreline for shoreline condition assessments). The wetland components will be measured at the sampling plots randomly or systematically selected from these plots.

The sampling plots are temporary, but the locations of transects should be recorded with GPS. The sampling scheme will create the possibility of statistical evaluation of change between years.

(M) SHORELINE POSITION PLAN

The shoreline position plan graphically illustrates the position of the shoreline as observed during the inspection. An example of a shoreline position plan is shown on Figure C-13. Depending on the scale and clarify of the presented information, the shoreline position plan may be combined with the Survey Plan.

(N) BEACH PROFILES

Beach profiles are prepared for each transect along the inspected shoreline and depicts the profile of the beach from behind the shoreline berm/dune to at least MLW. The tide levels and base flood elevation (100-year flood) must be presented on each profile. An example of a beach profile is shown on Figure C-14.

(O) ELEVATION CHANGE PLAN

The elevation change plan graphically illustrates the change in elevation over a specified area. Elevation change plans require that appropriate and compatible survey data be available. The elevation change plan shows either contour lines or colored shading to represent the magnitude of the change in elevation. An example of an elevation change plan is shown on Figure C-15.

(P) WETLAND SHORELINE PROFILE

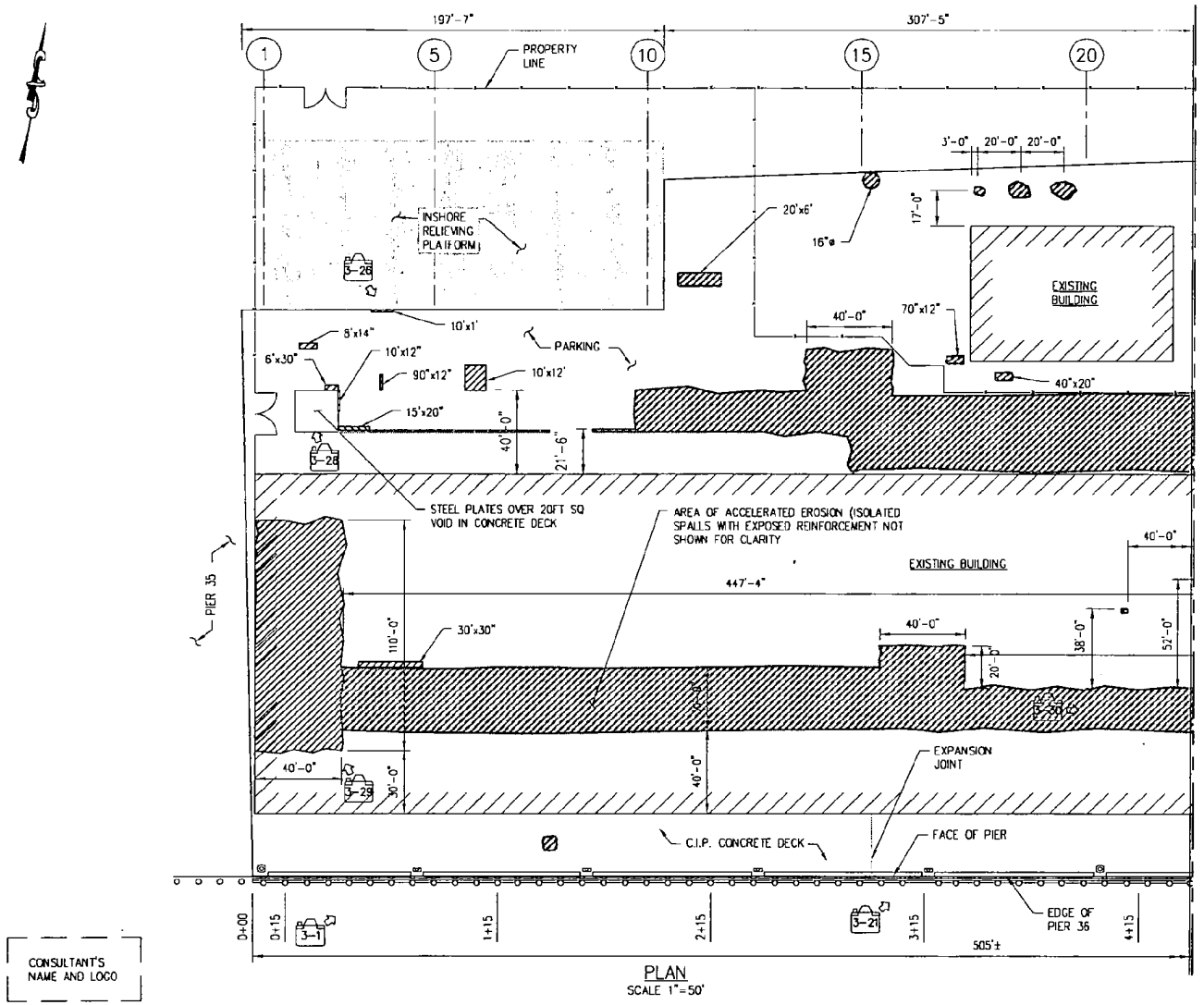
The wetland shoreline profile graphs are prepared for each transect along the inspected shoreline and depicts the profile of the marsh from subtidal area at MLLW to the wetland-upland transition zone. The tide levels must be presented on each profile. The base flood elevation (100-year flood) can be also presented on each profile depending on specific inspection scope. An example of a wetland shoreline profile is shown on Figure C-16.

(Q) WETLAND SHORELINE POSITION PLAN

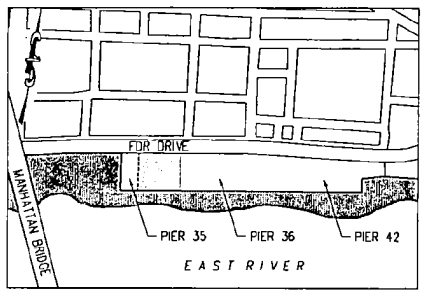
The wetland shoreline position plan graphically illustrates the position of the shoreline as observed during the inspection. An example of a wetland shoreline position plan is shown on Figure C-17. Depending on the scale and clarify of the presented information, the shoreline position plan may be combined with the Survey Plan.

C.3.2 Legends

When required, legends are placed on a figure to indicate the geometric shape (square, round, etc.), the type of material (timber, steel, concrete, etc.), and the level (degree of thoroughness) of the inspection. Every symbol used on a figure must be identified in the legend, and the legend should not include any symbol that is not used on the figure. Figure C-5 shows an example of a Pile Plan with an acceptable legend relevant to the facility. Figure C-18 illustrates some suggested symbols to be used in a legend.



PLAN
SCALE 1"=50'



KEY PLAN

LEGEND

- AREA NOT INSPECTED
- EROSION/SPALL WITH EXPOSED REINFORCEMENT IN TOP OF CONC. DECK
- CRACK IN TOP OF CONCRETE DECK
- EROSION/SPALL IN TOP OF CONC. DECK
- CHAIN-LINK FENCE
- PHOTO LOCATION
- BOLLARD 40"x40"
- BOLLARD 24"x48"

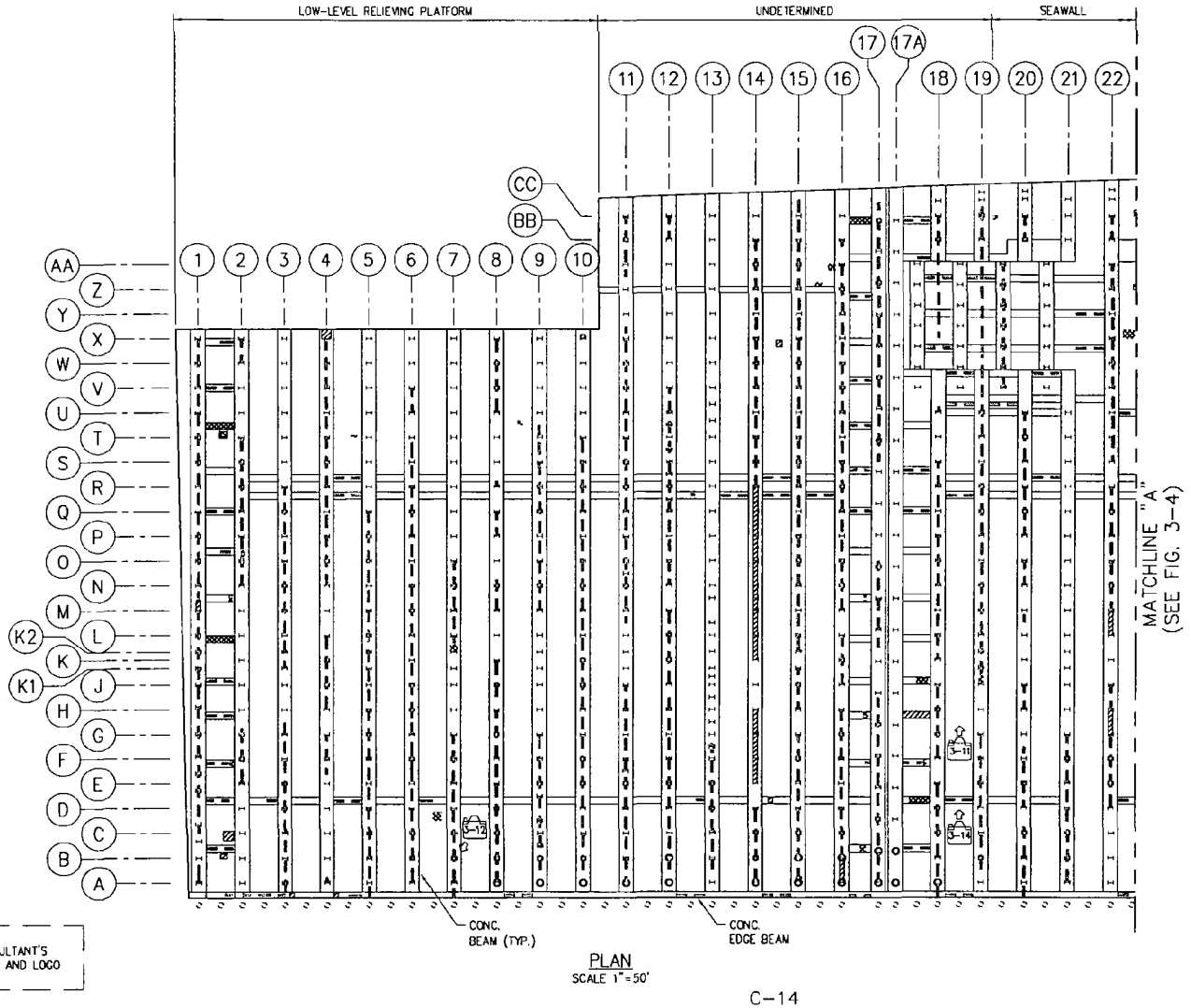
1"=50' 0 50 100 FT.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
PIER 36, MANHATTAN
PIER 36
DECK PLAN (SHEET 1 OF 2)

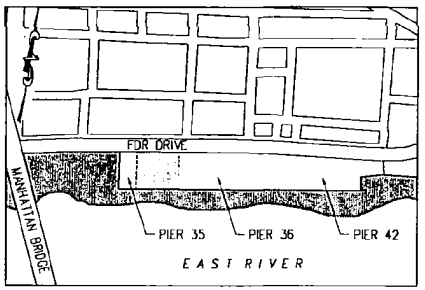
FIGURE C-3
SAMPLE DECK PLAN

CONSULTANT'S NAME AND LOGO

C-13



PLAN
SCALE 1"=50'



KEY PLAN

LEGEND

- CONCRETE PILE CAP/BEAM WITH MODERATE DEFECTS
- CONCRETE PILE CAP/BEAM WITH ADVANCED DEFECTS
- CONCRETE PILE CAP/BEAM WITH SEVERE DEFECTS
- ADVANCED DETERIORATION ON UNDERSIDE OF CONC. DECK (OPEN SPALL)
- PHOTO LOCATION
- SEVERE DETERIORATION ON UNDERSIDE AND CONCRETE DECK (OPEN SPALL)

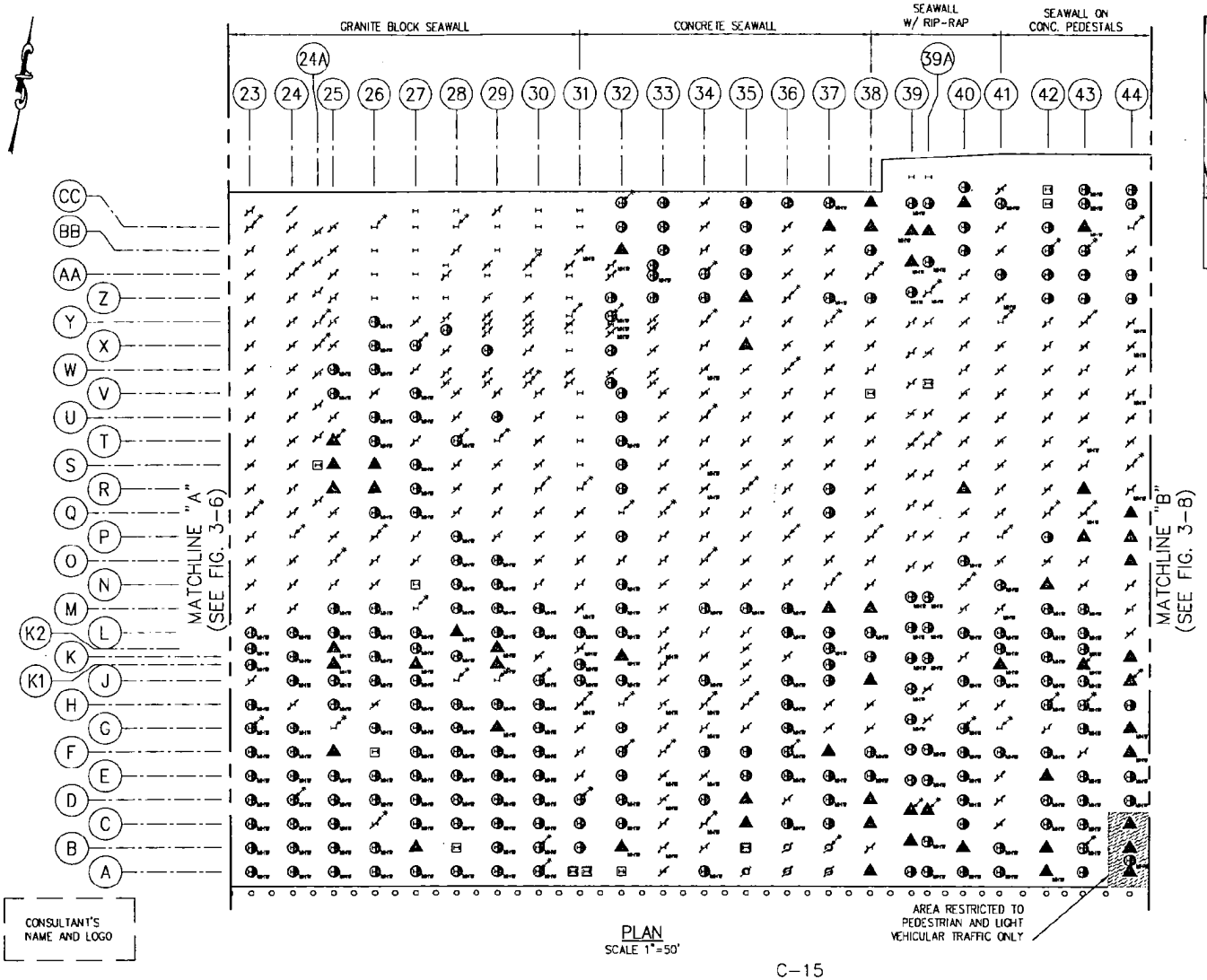
1"=50' 0 50 100 FT.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
PIER 36, MANHATTAN
PIER 36 FRAMING PLAN
BENTS 1 TO 22 (SHEET 1 OF 3)

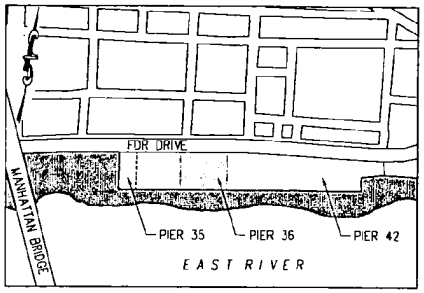
FIGURE C-4
SAMPLE FRAMING PLAN

CONSULTANT'S NAME AND LOGO

C-14



PLAN
SCALE 1"=50'



KEY PLAN

LEGEND

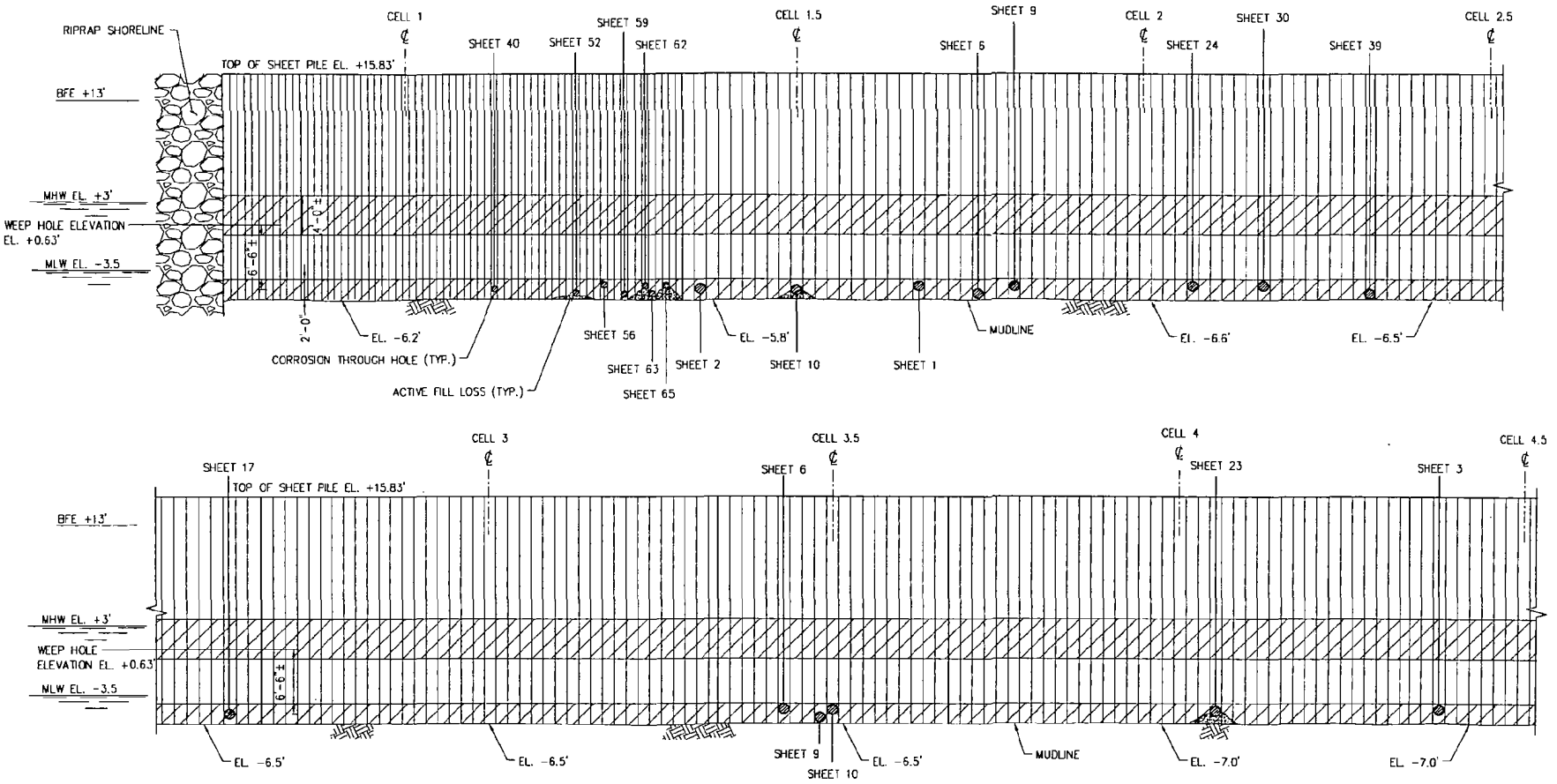
- STEEL H-PILE WITH MINOR DETERIORATION
- STEEL H-PILE WITH MODERATE DETERIORATION
- STEEL H-PILE WITH ADVANCED DETERIORATION
- STEEL H-PILE WITH SEVERE DETERIORATION
- STEEL H-PILE WITH MODERATE DETERIORATION ABOVE THE MHW ELEVATION
- STEEL H-PILE WITH ADVANCED DETERIORATION ABOVE THE MHW ELEVATION
- STEEL H-PILE WITH SEVERE DETERIORATION ABOVE THE MHW ELEVATION
- ENCASEMENT REPAIR WITH MINOR DETERIORATION
- ENCASEMENT REPAIR WITH MODERATE DETERIORATION
- ENCASEMENT REPAIR WITH ADVANCED DETERIORATION
- ENCASEMENT REPAIR WITH SEVERE DETERIORATION
- STEEL PIPE PILE WITH MODERATE DETERIORATION
- STEEL PIPE PILE WITH MODERATE DETERIORATION ABOVE THE MHW ELEVATION
- STEEL PIPE PILE WITH ADVANCED DETERIORATION ABOVE THE MHW ELEVATION
- TIMBER FENDER PILE WITH MINOR DEFECTS
- TIMBER FENDER PILE WITH SEVERE DEFECTS
- LOCATION OF LEVEL 2 INSPECTION
- LOCATION OF LEVEL 3 INSPECTION
- PHOTO LOCATION (2-10)

1"=50' 0 50 100 FT.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
PIER 36, MANHATTAN
PILE PLAN BENTS 23 TO 44
(SHEET 2 OF 3)

FIGURE C-5
SAMPLE PILE PLAN

C-15



NOTE:

FOR CORROSION THROUGH HOLE SIZE, SEE TABLE 3.2-1

LEGEND

ZONE OF CORROSION

CORROSION THROUGH HOLE

CONSULTANT'S NAME AND LOGO

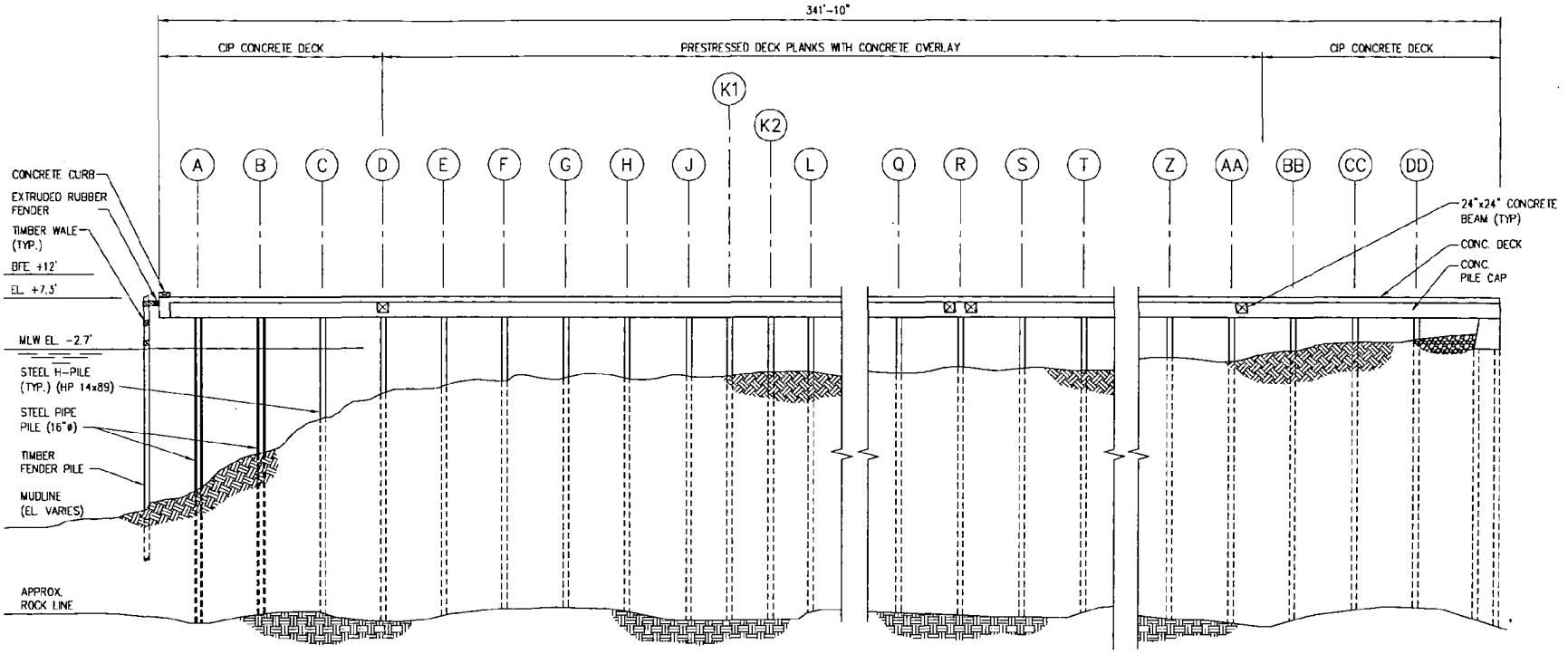
ELEVATION
SCALE 1"=10'

1"=10' 0 10 20 FT.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
HUNTS POINT PENINSULA BULKHEADS, BRONX
STEEL CIRCULAR CELL BULKHEAD
CELL DEFICIENCIES – SHEET 1 OF 3

FIGURE C-6
SAMPLE ELEVATION VIEW

C-16



NOTES:
1. ELEVATIONS SHOWN ARE REFERENCED TO NAVD88.
2. CUT EAST OF BENT 37, BUILDINGS NOT SHOWN FOR CLARITY

1"=20' 0 20 40 FT.

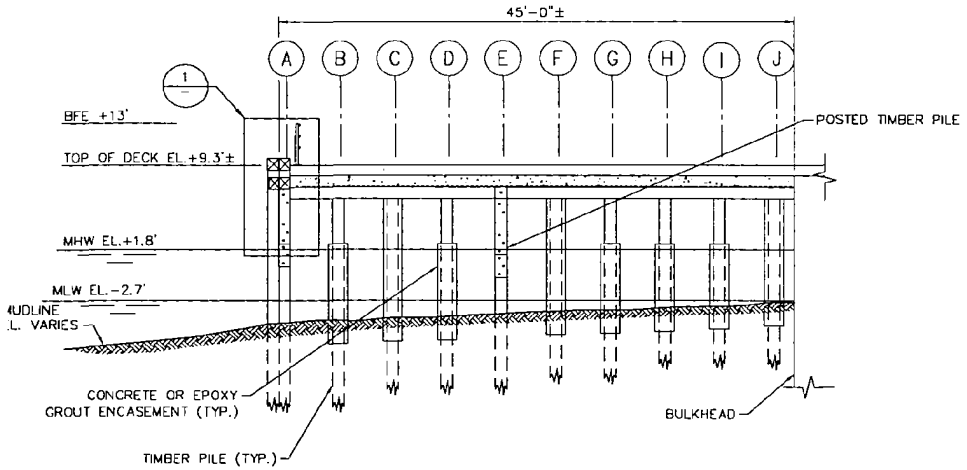
NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
PIER 36, MANHATTAN
TYPICAL CROSS SECTION

TYPICAL SECTION
SCALE 1"=20'

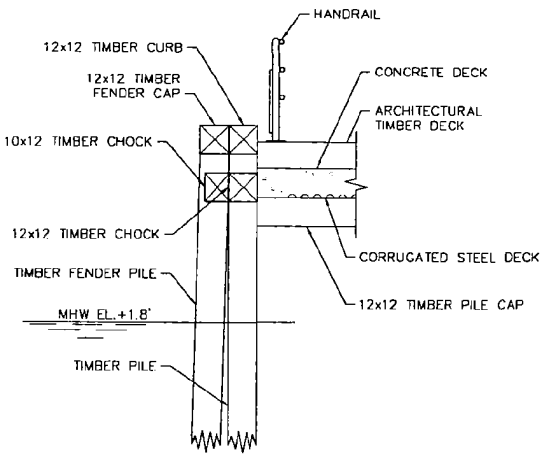
CONSULTANT'S NAME AND LOGO

C-17

FIGURE C-7
SAMPLE CROSS-SECTION



TYPICAL SECTION
SCALE: 1"=10'



1 DETAIL
SCALE: 1/4"= 1'-0"

1/4"=1'-0" 0 4 8 FT.

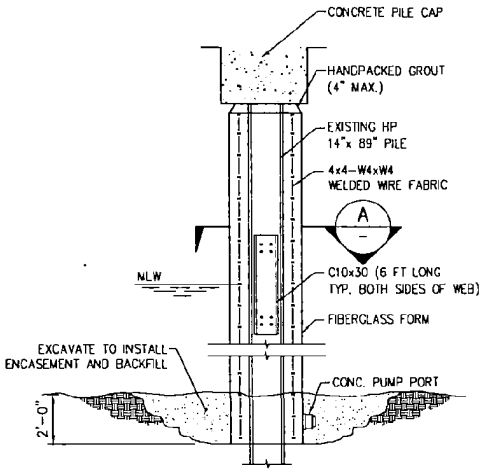
1"=10' 0 10 20 FT.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
PIER 16, MANHATTAN
MARGINAL WHARF
TYPICAL SECTION AND DETAIL

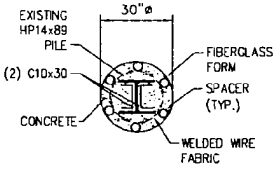
FIGURE C-8
SAMPLE DETAIL

CONSULTANT'S
NAME AND LOGO

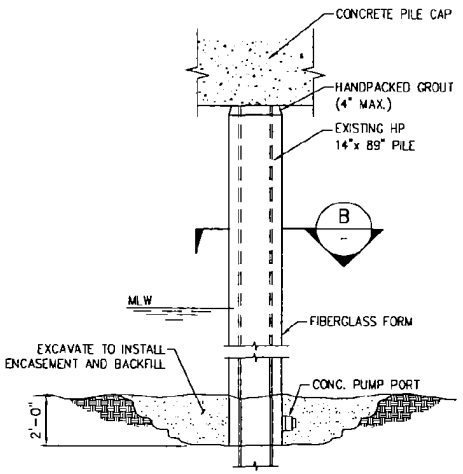
C-18



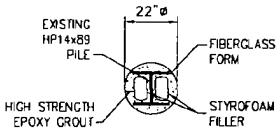
SEVERE PILE REPAIR
SCALE 1/4"=1'-0"



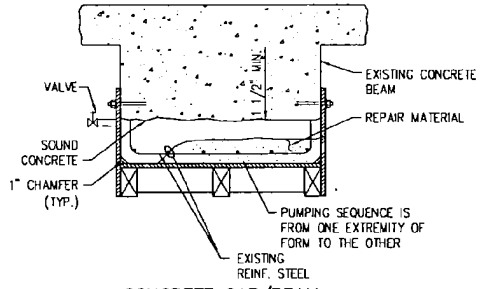
A – SECTION
SCALE 1/4"=1'-0"



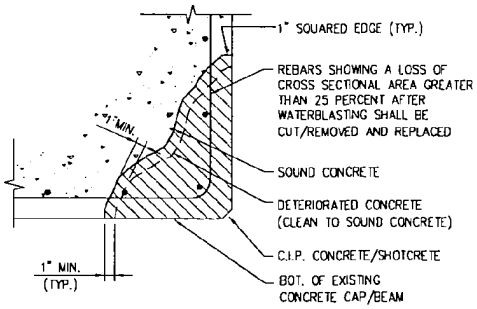
ADVANCED PILE REPAIR
SCALE 1/4"=1'-0"



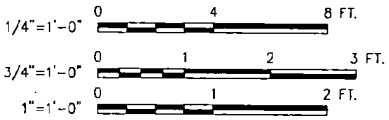
B – SECTION
SCALE: 1/4" = 1'-0"



CONCRETE CAP/BEAM
FULL WIDTH SPALL REPAIR
SCALE 3/4"=1'-0"



CONCRETE BEAM CORNER SPALL REPAIR
SCALE 1"=1'-0"

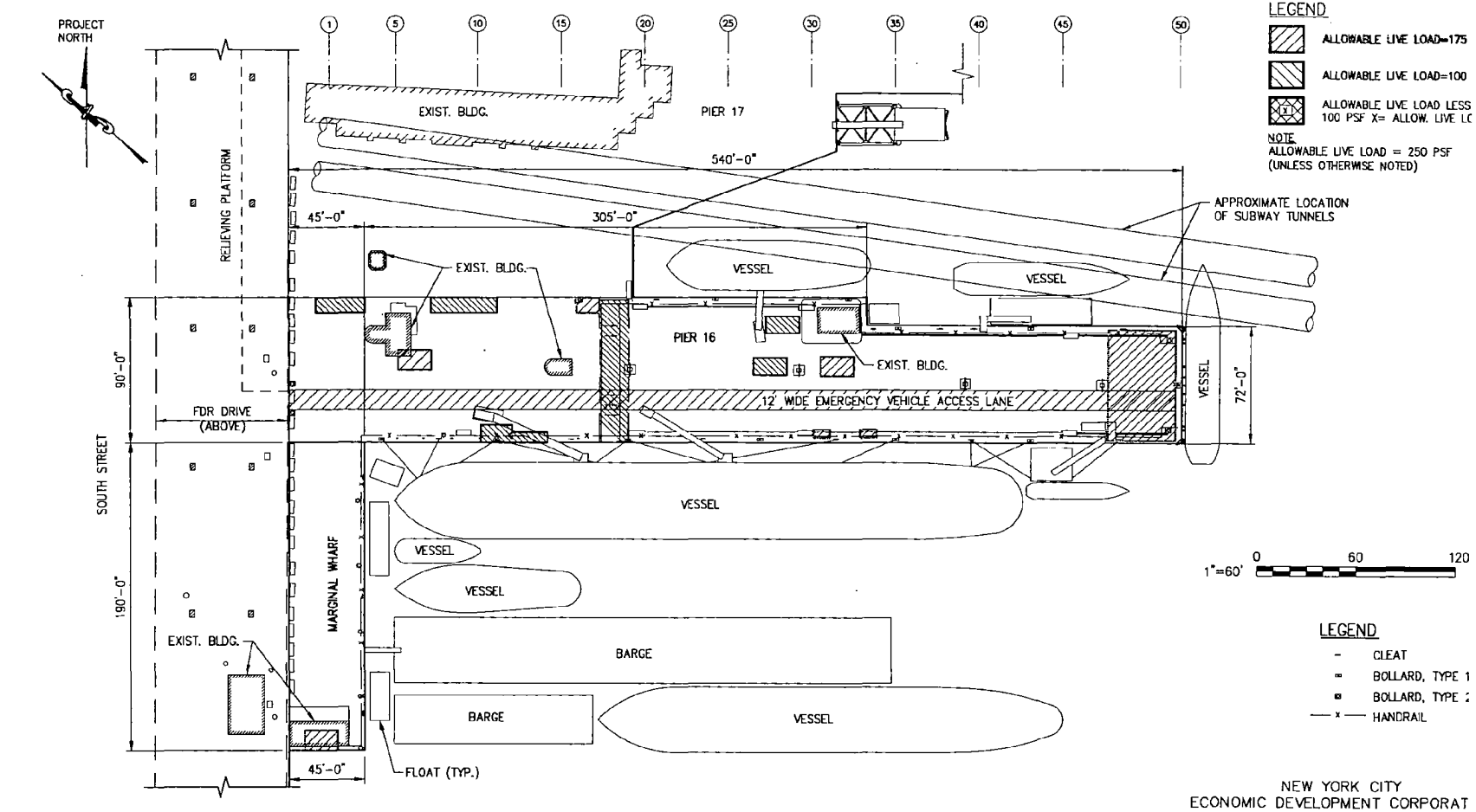


NEW YORK CITY
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PIER 36, MANHATTAN
PIER 36 CONCEPTUAL REPAIR DETAILS

FIGURE C-9
SAMPLE REPAIR DETAILS

CONSULTANT'S NAME AND LOGO

C-19



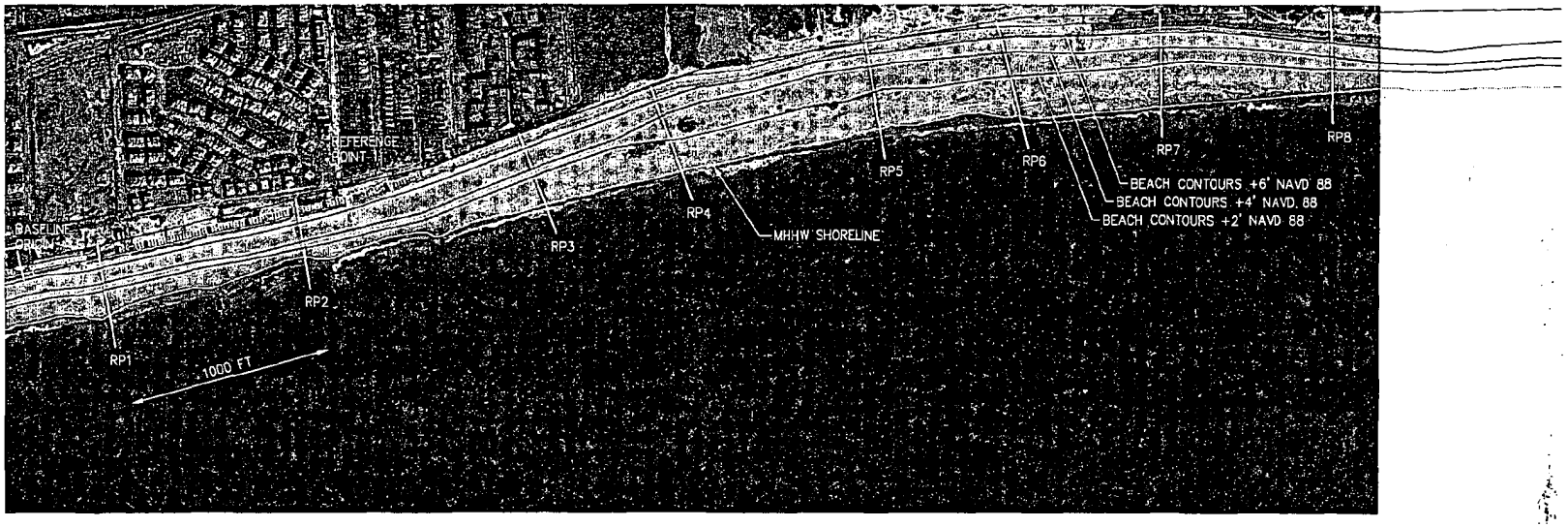
LOAD RATING PLAN
SCALE 1"=60'

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ECONOMIC DEVELOPMENT CORPORAT
PIER 16, MANHATTAN
LIVE LOAD RATING PLAN

CONSULTANT'S NAME AND LOGO

FIGURE C-10
SAMPLE LOAD RATING PLAN

C-20

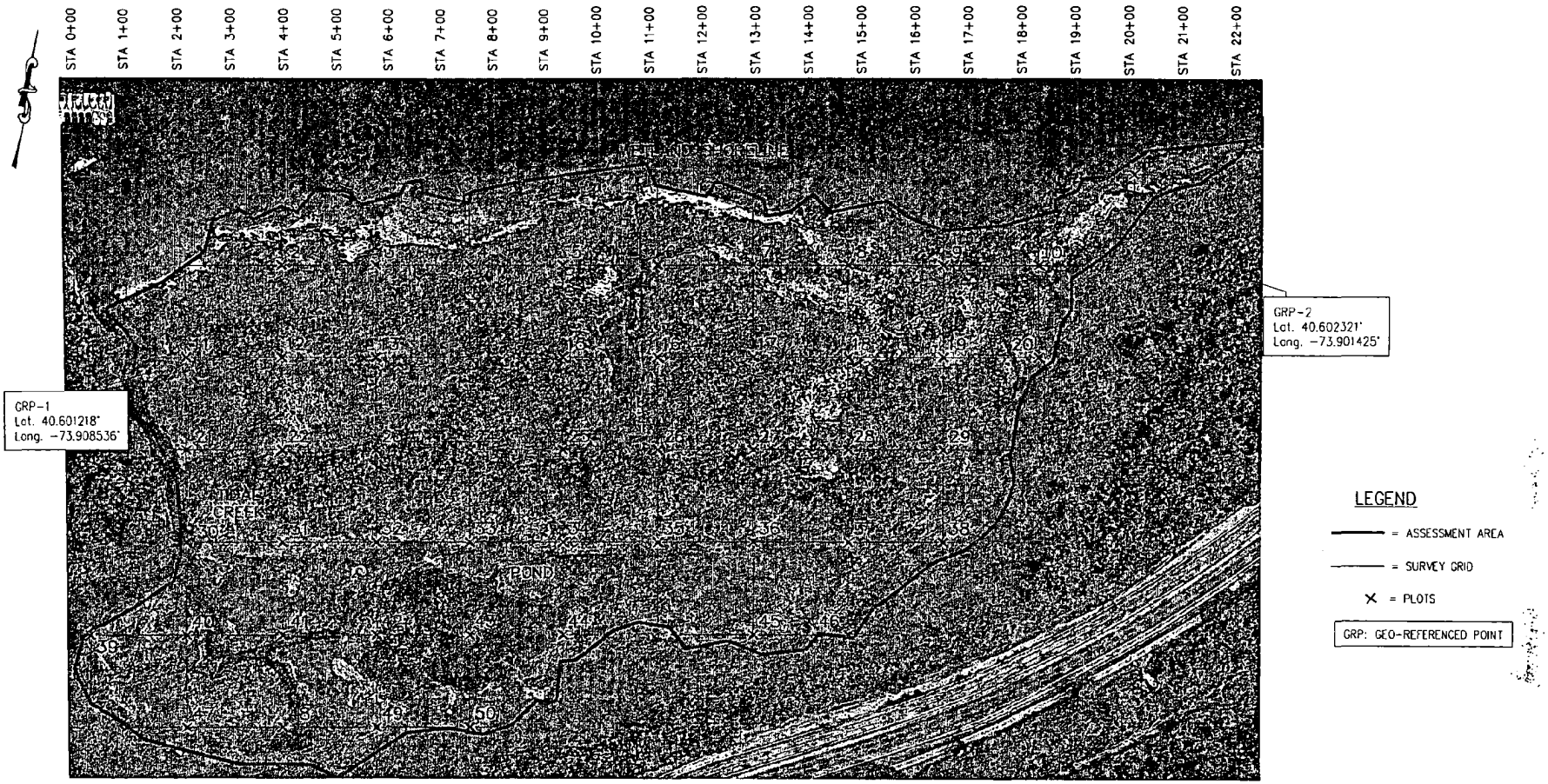


PLAN
SCALE 1"=60'

1"=60' 0 60 120 FT.

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BEACH STREET 105th, QUEENS

FIGURE C–11
SAMPLE SURVEY PLAN FOR SHORELINE

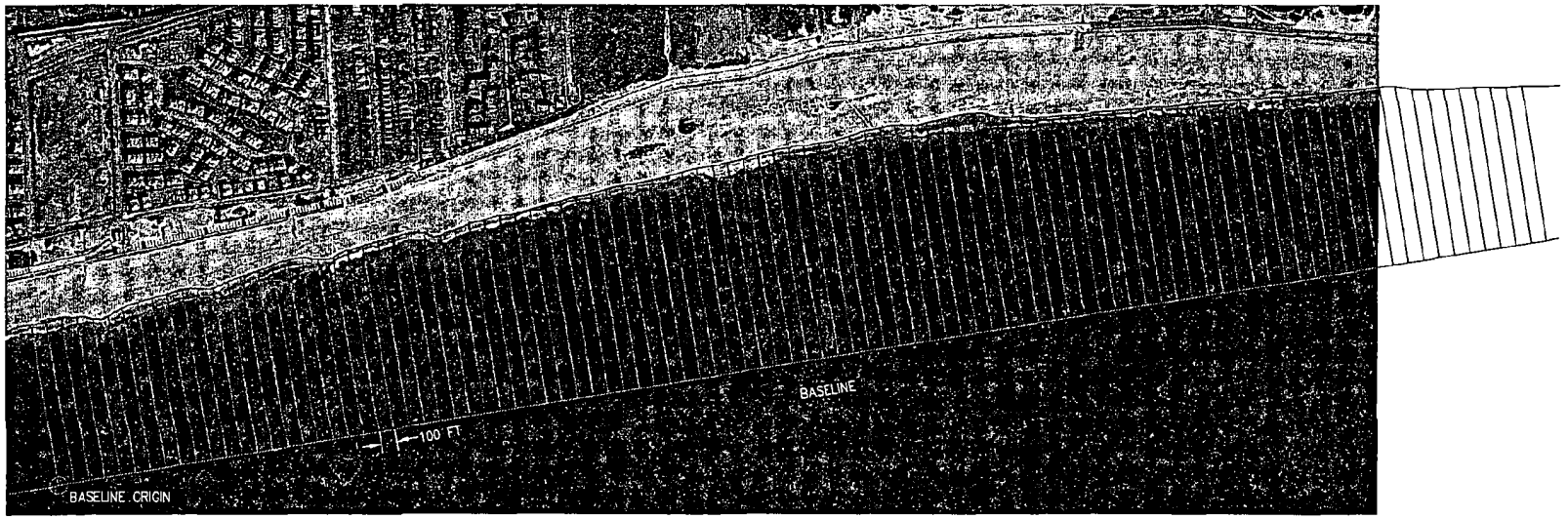


PLAN
SCALE 1"=200'

1"=200' 0 200 400 FT.

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FOUR SPARROW MARSH, BROOKLYN

FIGURE C–12
WETLAND SURVEY PLAN



LEGEND

——— = SURVEY GRID

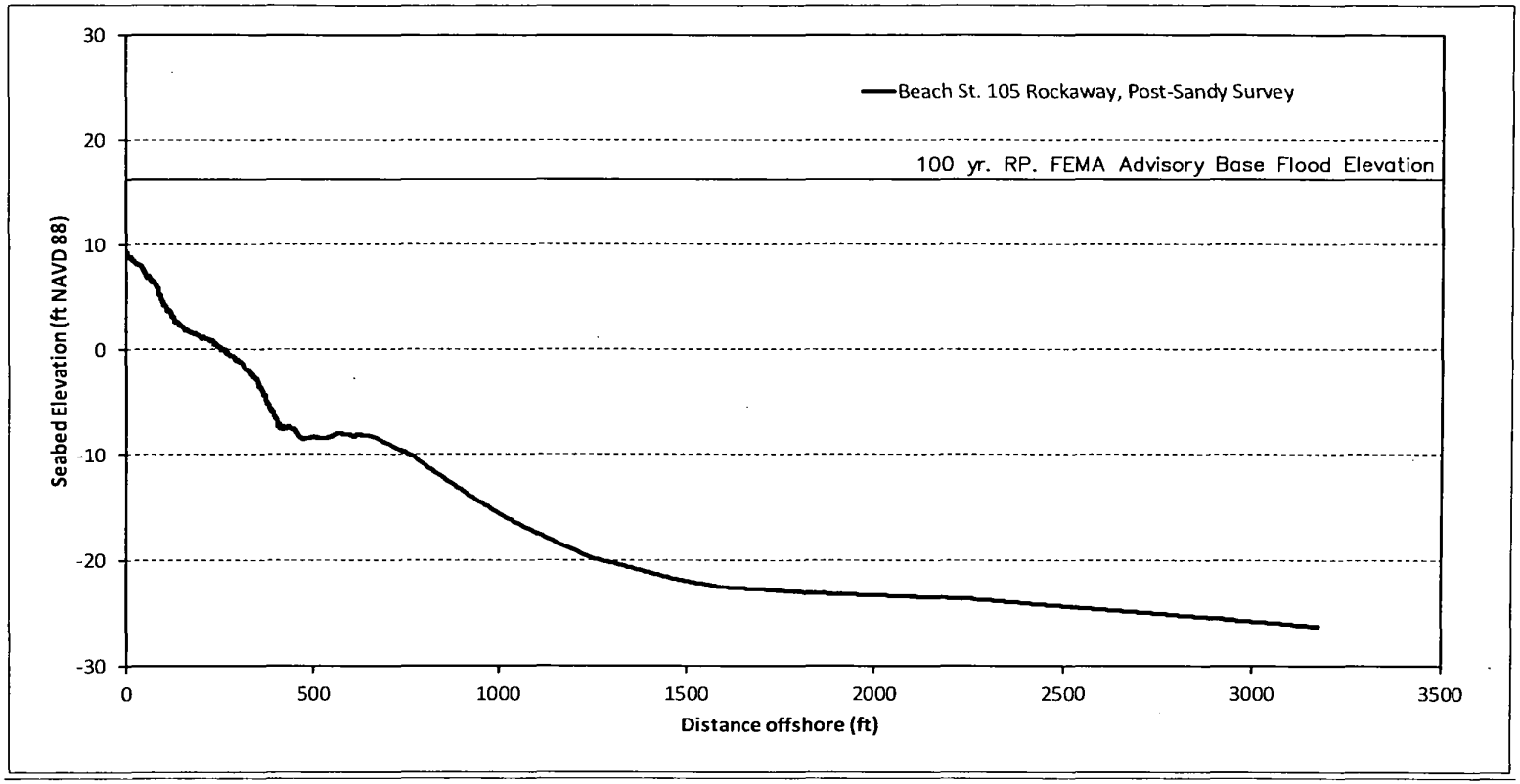
PLAN
SCALE 1"=60'

1"=60' 0 60 120 FT.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
BEACH STREET 105th, QUEENS

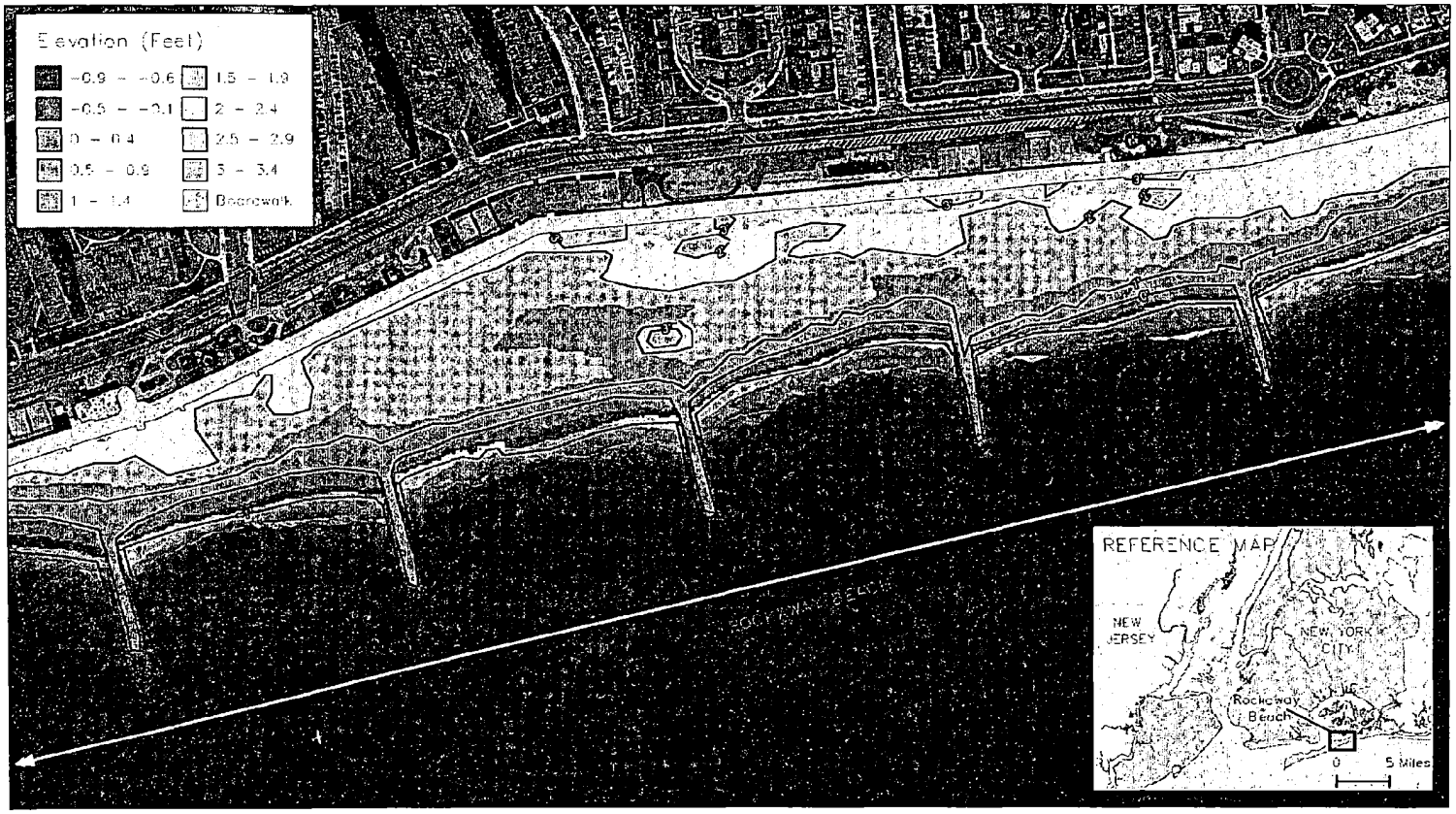
FIGURE C–13
SAMPLE SHORELINE POSITION PLAN

C–23



BEACH PROFILE

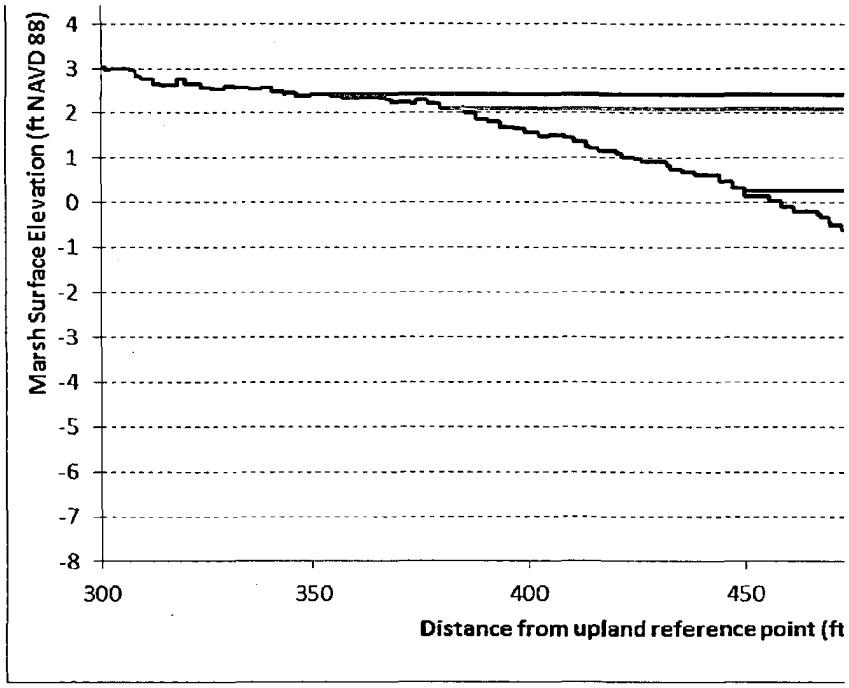
FIGURE C–14
SAMPLE BEACH PROFILE



1"=250' 0 250 500 FT.

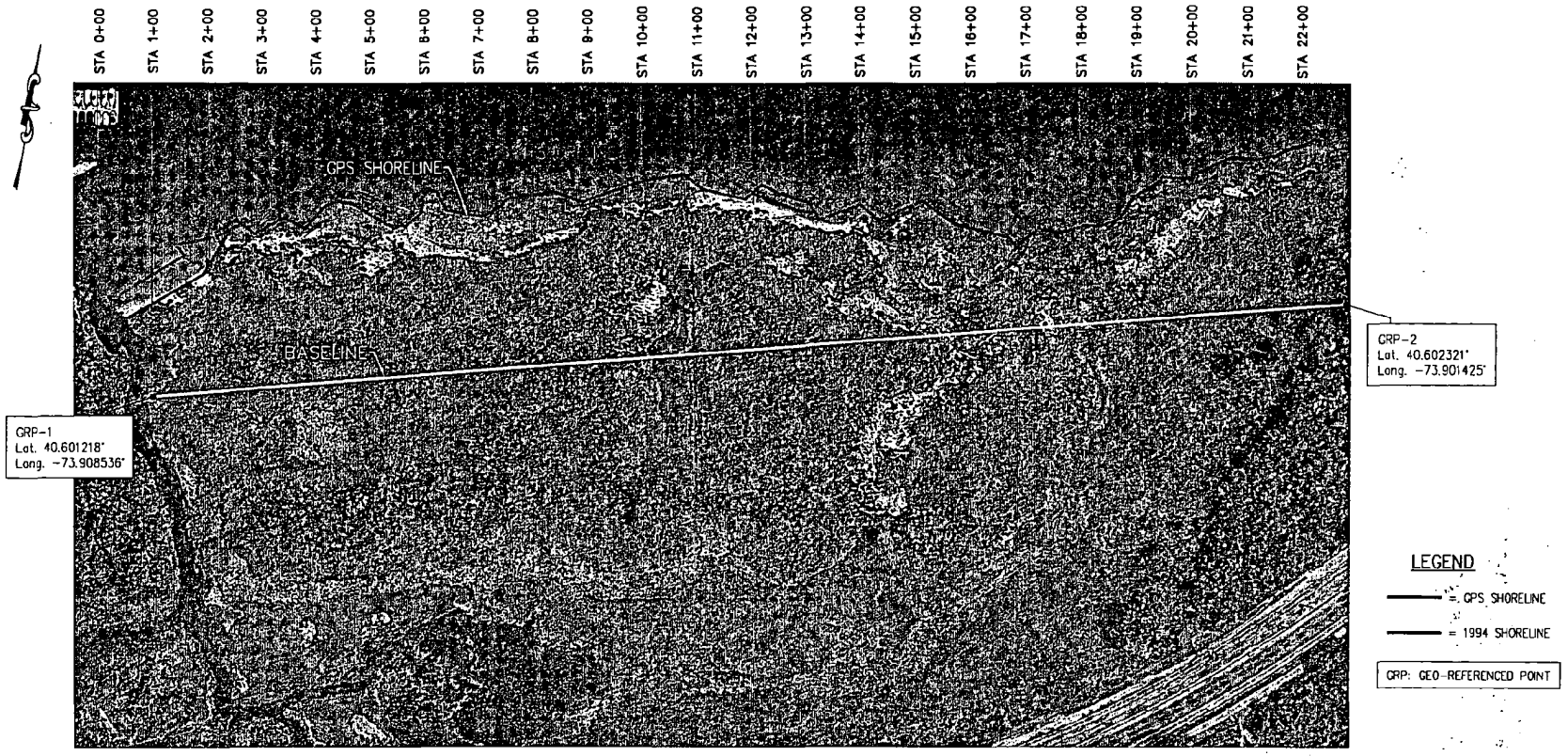
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BEACH STREET 105th, QUEENS

FIGURE C-15
SAMPLE ELEVATION CHANGE PLAN



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FOUR SPARROW MARSH, BROOKLYN
WETLAND PROFILE

FIGURE C–16
SAMPLE WETLAND SHORELINE PROFILE

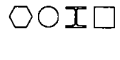


PLAN
SCALE 1"=200'

1"=200' 0 200 400 FT.

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FOUR SPARROW MARSH, BROOKLYN

FIGURE C-17
WETLAND SHORELINE POSITION
POSITION PLAN



VERTICAL PILE
(VARIOUS CROSS SECTIONS)

BATTER PILE

POSTED PILE

ENCASED PILE

BROKEN PILE

MISSING PILE

REPLACED OR NEW PILE

SPLIT PILE

CRACKED OR CHECKED PILE

NON-BEARING PILE

DETERIORATED OR MISSING HARDWARE

LOSS IN CROSS-SECTIONAL DIAMETER
(LOSS 25% OF ø)

LOSS IN CROSS-SECTIONAL DIAMETER
(25% < LOSS 50% ø)

LOSS IN CROSS-SECTIONAL DIAMETER
(50% < LOSS 75% ø)

LOSS IN CROSS-SECTIONAL DIAMETER
(75% < LOSS 100% ø)

PILE WITH MARINE BORER ACTIVITY

OPTIONAL SYMBOL

OPTIONAL SYMBOL

OPTIONAL SYMBOL

OPTIONAL SYMBOL

LEVEL II INSPECTION

LEVEL III INSPECTION

PILE CAP SPLICE
(CAP, CLAMPS, FISH PLATES,
AND/ OR BOLTS TO BE REPAIRED)

PILE CLAMPS SPLICE
(CAP, CLAMPS, FISH PLATES,
AND/ OR BOLTS TO BE REPAIRED)

SINGLE LINE FRAMING
DETERIORATED PILE CAP

PILE CAP
DETERIORATED PILE CAP

PILE CLAMPS
DETERIORATED PILE CAP

SINGLE LINE FRAMING
MISSING PILECAP

PILE CAP
MISSING PILE CAP

PILE CLAMPS
MISSING PILE CAP

SINGLE LINE FRAMING SPLICE
(CAP, CLAMPS, FISH PLATES,
AND/ OR BOLTS TO BE REPAIRED)

DECK PLANKS WITH GAPS

BROKEN DECK PLANKS

DETERIORATED DECK

SPALLED DECK

GAPS BETWEEN SHEET PILES

6" GAP IN SHEET PILES WITH
18" DEEP CAVITY BEHIND SHEETS

MB MISSING BOLLARD

BB BROKEN BOLLARD

MC MISSING CLEAT

BC BROKEN CLEAT

2" SUBSIDENCE WITH MAXIMUM
DEPRESSION OF 2"

12" SINKHOLE

18 SOUNDING TO SEABED FROM MLLW

NOTE

SYMBOLS ARE TYPICAL FOR ROUND PILES. HOWEVER, VARIOUS PILE SHAPES SHOULD BE USED TO REPRESENT THE ACTUAL PILES INSPECTED.

NEW YORK CITY
ECONOMIC DEVELOPMENT CORPORATION
INSPECTION GUIDELINES MANUAL
TYPICAL SYMBOLS

FIGURE C-18

C.3.3 Color

The use of color can greatly enhance the presentation of information shown on figures. Color can be used to signify the degree of damage and corresponding urgency of repair of a particular condition. The following colors are typically used in the inspection report:

Red: Indicates conditions of severe deterioration or damage for which repairs are required on an immediate basis to prevent imminent collapse. Additionally red is used to indicate deck areas to be barricaded, restricted, or limited in use.

Blue: Indicates conditions of moderate to advanced deterioration for which repairs are required on a priority basis in order to prevent continued deterioration or maintain safe loading conditions.

Green: Indicates conditions for which repairs are required to remove safety hazards.

Note: Yellow and other colors of similar hue, do not contrast well with white paper and shall not be used in the inspection report.

The colors listed above serve as a standard for the use of color and are to be followed throughout all inspection reports. In addition, each color used on the figures should have a different linetype or hatch pattern so that the information is visible in black and white copies or printouts of the report. When colors are used on figures the significance of the color should be clearly stated in the legend of the figure.

C.3.4 Format

All figures shall have a 5/8 in. margin on the left, right, and top of the page and 1 in. on the bottom of the page. An information block shall be provided along the lower edge of the page. The information block shall include the consultant's name/logo, the client "NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION", the facility's name and location, the figure title, and the figure number. A page number shall be positioned in the lower margin, 3/4 in. from the bottom of the page and 4 in. from the right edge of the paper. The electronic CAD file path and name is located at the lower left corner of the sheet and should be the same name as the figure in the report.

Information blocks shall have the format shown on Figures C-1 through C-18. In no case shall the lettering that designates the consultant's name be larger than the letters used to write "NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION."

Figures are to be presented on either 8-1/2 in. by 11 in. or 11 in. by 17 in. sheets, as necessary. Sheets larger than 11 in. by 17 in. are not to be used. If a figure is presented on an 11 in. by 17 in. sheet, then, when binding this sheet, it is to be folded with two vertical creases so that the edges of the folded and bound sheet does not extend beyond the edges of a bound 8-1/2 in. by 11 in. sheet. Folding the

sheet in this manner lends itself to greater usability by the reader. In addition, the visible portion of the folded sheet should display, at a minimum, the portion of the information block with the figure number, the figure's title, and the page number.

The use of section cut marks in plans, elevations, or cross-sections allows the reader to correlate various portions of an illustration with other illustrations or figures. When used, section cut marks shall be alphanumerically labeled in an increasing pattern as they progress from left to right and down on a sheet, or in a clockwise progression, starting from the upper left corner, and around the perimeter of a structure. The arrow tips of section cut marks shall always point either to the left side of the sheet or to the top of the sheet.

The alphanumeric labeling of section cut marks shall always begin with its lowest order, (i.e., A-A or 1-1), on every sheet in which they are used as if each sheet is independent of other sheets, provided that the section to which they refer is shown on the same sheet. Otherwise, the labeling of section cut marks shall progress in an increasing manner if the sections to which they refer fall on separate sheets. In all cases, the alphanumeric labeling of section cut marks shall begin with its lowest order for different structures as presented in each section or subsection of the report.

Figures shall be placed immediately after the page on which the figure is first mentioned. In cases where more than one figure is first mentioned, the respective figures should follow in the same order they are introduced in the text. All figures should be on white paper. All figures are to be produced using a current computer generated drafting program.

C.3.5 Figure Numbering and Titling

All illustrations shall be given figure numbers and titles. The numbers shall signify the section of the report in which the figure appears and the numerical order of the figure within the section. Thus a figure designated "Figure 3-3, Plan View of Pier 16," would be the third figure appearing in Section 3 of the report.

C.4 PHOTOGRAPHS

Good photographs are an excellent means of documenting a structure's condition. Photographs provide dramatic evidence of damage and deterioration to a structure and can strengthen the justification for funds necessary to support repairs to the facility. Therefore, the photographs must be of high quality, in focus, and of sufficient contrast. Captions and accompanying narrative material should reinforce each other in presenting engineering observations. Captions must provide detailed descriptions of where each picture was taken and what it represents.

Each photograph should have one central point of interest. The composition of the photograph should naturally and immediately lead the reader's eye to the central focal point. Photographs should be simple and uncluttered. In many photographs, particularly those showing damaged areas, it is desirable to have a measuring scale or some other reference object included in the photograph to give the viewer an idea of the scale and the extent of damage. Where possible, some dimensional reference and a card identifying the particular element should be placed in view of the camera and photographed along with the subject. Arrows and reference lines should be used to emphasize specific characteristics that may not be readily evident to the viewer. This can be accomplished with rub on arrows for conventional photographs or placed on digital images with computer graphics programs.

Marine growth should typically be removed from structural elements being photographed underwater. For areas that are badly damaged, photographs showing the condition of the structure both before and after cleaning (removal of marine growth, corrosion scale, latent material, etc.) should be taken.

If the water conditions provide little visibility, a clear-water box, electronic flash, extreme-wide angle lens, or some other appropriate apparatus, must be used to obtain photographs with identifiable features. In these cases, the water turbidity and method of photography should be described in the narrative.

One or two general overview photographs of each system shall be included in order to orient the reader to the structure. Photographs shall show both typical existing conditions and specific conditions encountered, and shall provide examples of items described in the report text. Additional photographs beyond the minimum specified in the Scope of Work may be required in cases where a variety of unique circumstances are encountered and photographs are needed to adequately document the condition of the facility. Such additional photographs are essential and are encouraged. In addition to their value as documentation, they will greatly enhance a reader's understanding of the findings during the inspection.

C.4.1 Photo Arrangement

Photographs should be neatly arranged on the page to present a professional quality to the report. Typical page layouts are provided on Figures C-19 through C-21. The most common size photograph used in the report is typically a standard 4 in. by 6 in. print. This size is preferred over 3 in. by 5 in. prints due to the greater detail in the larger format photograph. Photographs should be oriented either vertically or horizontally, as the subject dictates. Cropping may be required to fit vertical photographs on the same page as other photographs. If it is not possible for a photograph to be cropped, than it should be mounted on a separate page. The size of the photograph that provides the clearest representation of the subject should be used. The use of panoramic photographs or other enlargements can also help illustrate a condition.

Each photograph shall be introduced and discussed at that point in the narrative where it will be most effective in adding to the clarity of the findings from the investigations. A photograph should be located in the report on a page as soon as feasible after the page on which it is first introduced in the text. Thus, photographs will be intermingled with figures and text. Each photograph must be explained and it must be positioned in its proper orientation so as to enhance the reader's understanding of the inspection. A photograph may, of course, be referred to as often as needed in later portions of the report.

C.4.2 Photo Numbers and Captions

For ease of reference, photographs shall be designated as "photo" instead of "figures." Each picture shall be given a photo number which, along with a caption, shall be placed on the same page with the photo and located either beneath or beside the photograph as space, logic, and aesthetics deem best.

A caption must include the specific location where the photograph was taken. For example, in the case of a pier, the location would be identified by the pier, bent, pile, and elevation. In most instances, a brief explanation or interpretation of key features depicted in the photograph should be included in the caption to assure complete understanding by the reader. If a photo is included to be representative of typical conditions of a structure, this should be clearly stated.

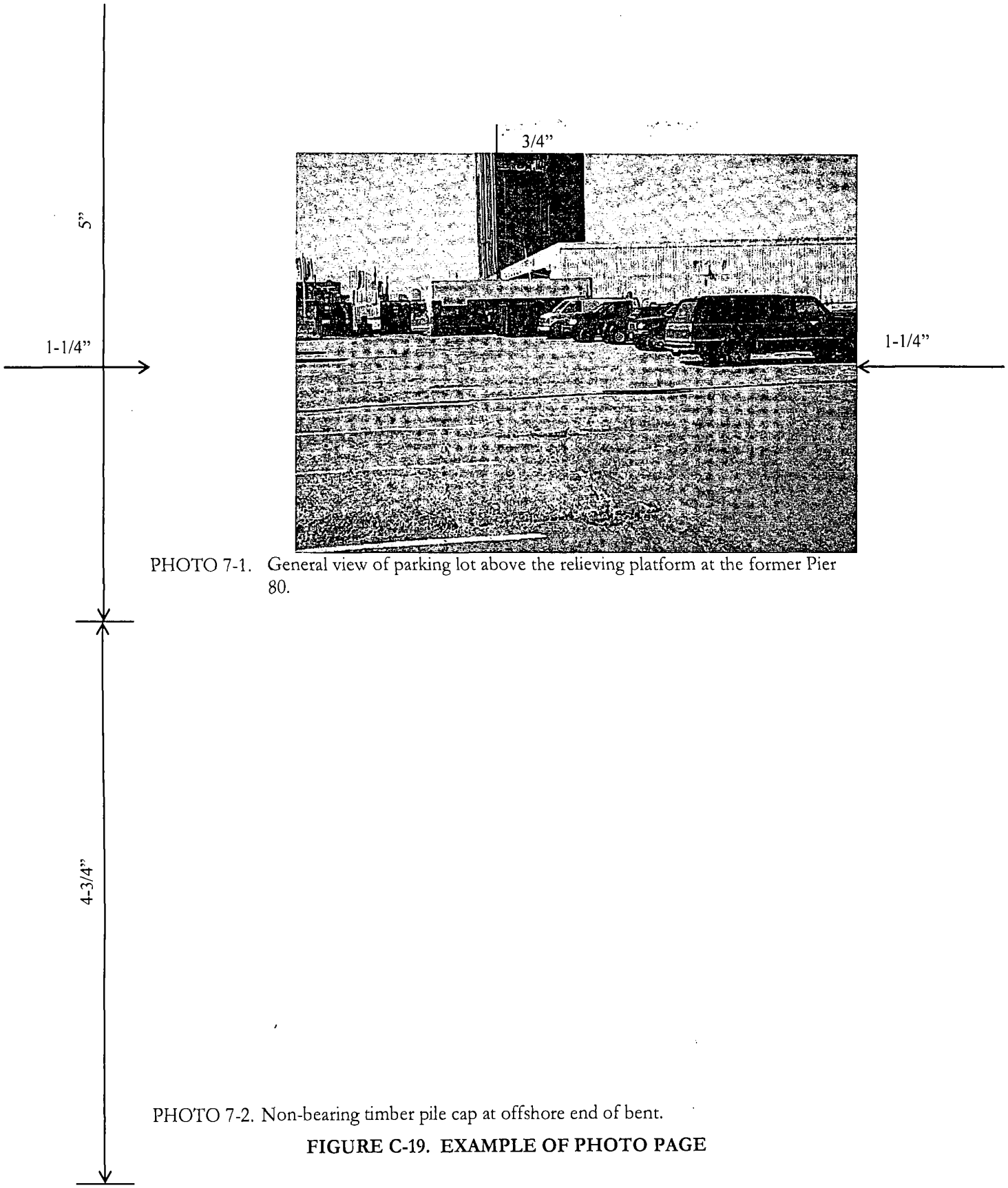


PHOTO 7-1. General view of parking lot above the relieving platform at the former Pier 80.

PHOTO 7-2. Non-bearing timber pile cap at offshore end of bent.

FIGURE C-19. EXAMPLE OF PHOTO PAGE

3/4"

PHOTO 7-3.

Pile J', Bent 49. Severe rot has reduced remaining diameter to approximately 1 in. Pile is effectively non-bearing.



Crop photos to fit. If cropping is not feasible, mount photo on a separate page.

3/4"

3/4"

PHOTO 7-4.

Pile I, Bent 109. Severe rot has reduced the effective pile bearing area, resulting in preliminary crushing failure.

FIGURE C-20. PHOTO LAYOUT (TWO VERTICAL PHOTOS)

1"

1/2"

1-1/2"

PHOTO 7-5.

Localized region between Bents 92 and 94 is spalled to a depth of 3 in. Region is approximately 25 ft by 15 ft in area.



Crop photos to fit. If cropping is not feasible, mount photo on a separate page.

1-1/4"

1-1/4"

PHOTO 7-6. Southern perimeter piles in region of Bents 108 and 109 have suffered severe impact damage.

1-1/2"

FIGURE C-21. PHOTO LAYOUT (COMBINATION OF PHOTOS)

Photos shall be numbered by section, giving first the section number, then a dash followed by the sequential number of the photo appearing in that particular section of the report. Thus, "Photo 3-5. Broken portion of timber pile at elevation 10 ft above the mudline; Pile 3, Bent 7, Pier I," would be the fifth photo included in Section 3 of the report.

C.5 TABLES

Information or data that is best presented in tabular form should be formally presented as such. A table shall have a number and a title and adequate column headings, including physical units when applicable.

Each table shall be presented in the narrative, and adequate discussion shall be provided to make clear to the reader the purpose of the table and to explain and interpret the information or data contained therein.

C.5.1 Table Arrangement

Tables shall be included in the report either within the text or immediately after the page in the narrative on which the table is first mentioned. If possible, the continuation of a table on a second page should be avoided. In cases where more than one table is mentioned on a page of narrative, then the tables should follow the narrative page in the order in which they are introduced in the text. Exhaustive tables of data should be included in the appendix of the report and should be introduced and referenced in the narrative.

C.5.2 Table Numbering

Tables shall be numbered by section, giving first the section number followed by a dash and then the numerical order of the table for that particular section of the report.

In the case of tables in the Executive Summary, the tables shall be designated simply by number corresponding to the numerical order of the table. In the case of appendices, the table number shall be designated by a capital letter, designating the appendix, followed by a dash and a number corresponding to the numerical order of the table within that particular appendix. The number of a table and its title shall be centered above the table.

C.6 DOCUMENT FORMATS

The completed inspection report shall be submitted to EDC electronically. All files generated in the course of the project should be saved on a DVD or thumb drive using the directory format shown on Figure C-22. The format for preparing and saving these files is presented in the following subsections.

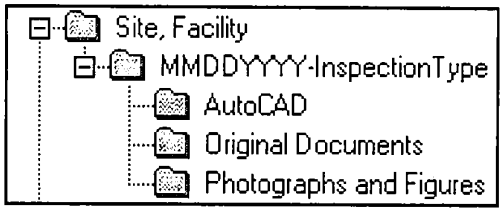


FIGURE C-22. DIRECTORY FORMAT

C.6.1 Original Documents

In addition to the hard copy, all reports and letters shall be converted to Portable Document Format (file extension PDF) using Adobe Acrobat and included on the CD-ROM. These files should be prepared exactly as presented to EDC including company logo, figures, photographs, and signature. For ease of navigation, links should be created that tie pertinent information together. At a minimum the following links should be created in the PDF version of the report:

- Each section heading in the Table of Contents should be linked to the corresponding section in the report.
- In the text, any reference to a photograph, figure, or table should be linked to the referenced item.
- Additional links should be added throughout the text as deemed necessary to improve navigation through the document, such as linking references to material listed in appendices or linking damage grades to the definition of the ratings.

C.6.2 AutoCAD Files

All CAD files generated for the inspection report shall be provided in the "AutoCAD" directory of the CD in AutoCAD R15 format (file extension DWG). These files must contain only standard AutoCAD fonts and have all externally referenced drawings bound to the submitted drawings included on the electronic medium used.

Files shall be named with their reference to the report and with a short description of the contents so that they are identifiable by their filename alone. For example "Figure3-2_FacilityPlan.dwg" would be Figure 3-2 in the inspection report, and a facility plan at the site. Within the filename, spaces should be avoided and instead replaced with the underscore character '_'. The filename can contain up to 255 characters, but cannot contain any of the following characters: \ / : * ? " < > |

C.6.3 Photographs and Figures

All photographs and figures included in the hard copy of the report should be scanned or created in JPEG (File extension JPG) format. In addition, all figures created using AutoCAD shall be exported as a PDF and saved in this directory. A single PDF file consolidating all figures shall also be provided. Files shall be named with their reference to the report and with a short description of the contents so that they are identifiable by their filename alone. For example "Photo3-1_WetRotInTidalZone_Bent17_RowA.jpg" would be Photo 3-1 in the inspection report, and a photo of wet rot in the tidal zone at Bent 17, Row A. Within the filename, spaces should be avoided and instead replaced with the underscore character '_'. The filename can contain up to 255 characters, but cannot contain any of the following characters: \ / : * ? " < > |

C.7 WRITING STYLE

Consultants are selected and retained for the expertise of the firms and their employees. The writing style used for inspection reports should convey a feeling of this expertise. It should provide positive statements of findings and recommendations and instill the reader with confidence in the consultant's work.

Avoid long complicated sentences and use relatively short paragraphs to divide various thoughts and subjects. Be consistent and correct with verb tenses. Use clear and concise language, full sentences, and correct grammar. Make generous use of subheadings. Subheadings force the writer to write in an orderly way, to avoid repetition, and to keep to the point. For the reader, they break up the text into identifiable pieces, and provide comfortable milestones.

C.7.1 Terminology

Term definition should be completely consistent throughout the report, in both text and figures, as should the choice of terms. Avoid slang and never use terms such as "besides" and "anyway." Avoid using contractions (can't, won't, etc.). Bear in mind the background of potential users of the report and select terminology that will be readily understandable by these users.

Do not misuse or misspell words. Commonly misused or misspelled words include:

INCORRECT	CORRECT
abovewater	above water
back up	backup
breakbulk	break bulk
center line	centerline
cross section	cross-section

INCORRECT	CORRECT
cut off	cutoff (adj, as in cutoff elevation)
drydock	dry dock
duplicity	duplication
hand rail	handrail
in shore	inshore
in-situ	in situ
irregardless	regardless
mud line	mudline
non-shrink	nonshrink
off shore	offshore
on shore	onshore
out board	outboard
pier head	pierhead
pile head	pilehead
quay wall	quaywall
rip rap	riprap
river bed	riverbed
river bottom	riverbed
sea bed	seabed
seabottom	seabed
sea wall	seawall
sea water	seawater
sheetpile	sheet pile
shore line	shoreline
sink hole	sinkhole
stay lathing	staylathing
tierod	tie rod
Tieback	tie back
under water	underwater (adj)

INCORRECT	CORRECT
water line	waterline

Be careful in the use of "shall" and "will." Use "shall" to indicate something that should be done by others, e.g., "The contractor shall cut the bolts." Use "will" to indicate something that is to be done by you or EDC, e.g., "*EDC* will review the preliminary drawings. "

Reports often include a discussion of a number of alternative schemes, not alternate schemes.

Information is often provided in a table and on a figure.

C.7.2 Voice

Use the active voice when possible. *Example:*

Incorrect

"The draft of dredging equipment can be restricted by shallow water depths."

"The draft of dredging equipment is sometimes restricted by shallow water depths."

Correct

"Shallow water depths sometimes restrict the draft of dredging equipment."

The third sentence uses the active voice, making it the preferred option.

Write reports in the third person and avoid personal references. Phrases to avoid include: we, the consultant's name or abbreviation, the monitor, the consultant, the inspector, and so forth, unless it is specifically necessary for identification. *Example:*

Incorrect

"The consultant calculated the stress in the beam."

Correct

"The stress in the beam was calculated."

The second sentence is preferable to the first because it avoids personal references.

C.7.3 Conciseness

Do not use wordy qualifying clauses that overwhelm and confuse the subject of the sentence. Eliminate unnecessarily complicated sentences and state facts directly when possible. *Example:*

Incorrect

"It was observed that the timber is rotten."

"It appears that the timber is rotten."

Correct

"The timber is rotten."

All three sentences convey the same information, but stylistically the last is superior and is to be used.

C.7.4 Commas

Use commas liberally to make sentences easier to read and understand. When listing a number of items in a sentence, use commas to separate the items, including before the word "and." *Example:*

"The timber was secured by a bolt, nail, and lag bolt."

"The timber was secured by a bolt, hook and eye, and lag bolt."

C.7.5 Unit Abbreviations

Always use abbreviations for units of measure. However, do not use abbreviations when referring to a unit within the text. *Example:*

"The pier is 100 ft long."

"The length of the pier was measured in feet."

An abbreviation requires a period only if it spells a word. For example, the abbreviation for inch (in.) requires a period, whereas the abbreviation for foot (ft) does not. Below is a list of proper abbreviations. The abbreviations imply both singular and plural. Do not add an "s" to indicate plural.

TERM	ABBREVIATION
1,000 board measure	mbm
1,000 pounds	kip
acre-foot	acre-ft
Alternating current	a-c
Amp	A
ante meridiem	a.m.
Barrel	bbl
barrels per day	bpd
barrels per hour	bph
board measure	bm
british thermal unit	Btu
center to center	c to c
centimeter	cm
cubic centimeter	cm^3

TERM	ABBREVIATION
cubic feet per hour	cu ft/hr
cubic feet per minute	cu ft/min
cubic feet per second	cfs
cubic foot	cu ft
cubic inch	cu in.
cubic meter	m^3
cubic yard	cu yd
Deadweight	dwt
Decibel	dB
Degree	deg
Diameter	diam
direct current	d-c
Elevation	El
Equation	Eq
feet per minute	fpm
feet per second	fps
Figure	Figure
Foot	ft
foot-kip	ft-kip
foot-pound	ft-lb
Gallon	gal
gallons per day	gal/day
gallons per hour	gal/hr
gallons per minute	gal/min
Gram	g
Gravitational acceleration	g
Hectare	ha
Hertz	Hz

TERM	ABBREVIATION
Horsepower	hp
hydrogen ion concentration	pH
Inch	in.
inches per minute	in./min
inches per second	in./sec
inch-pound	in.-lb
inside diameter	ID
Joule	J
Kilogram	kg
kilogram-force	kgf
kilogram-meter	kg-m
Kilometer	km
Kilowatt	kW
kilowatt-hour	kWh
Kip	kip
kip-foot	kip-ft
kips per square foot	ksf
kips per square inch	ksi
Knots	kt
linear foot	lin ft
Liter	L
Maximum	max
mega-ampere	MA
megavolt	MV
megawatt	MW
meter	m
mile	mile
miles per hour	mph

TERM	ABBREVIATION
milliampere	mA
milligram	mg
milliliter	ml
millimeter	mm
million	MM
million gallons per day	mgd
millivolt	mV
milliwatt	mW
newton	N
number	no.
ounce	oz
outside diameter	OD
parts per million	ppm
pascal	Pa
post meridiem	p.m.
pound	lb
pound-foot	lb-ft
pound-force	lbf
pound-inch	lb-in.
pounds per cubic foot	pcf
pounds per square foot	psf
pounds per square inch	psi
radian	rad
revolutions per minutes	rpm
revolutions per second	rps
reynolds number	R
square centimeter	cm^2
square foot	sq ft
square inch	sq in.

TERM	ABBREVIATION
square meter	m^2
square mile	sq mile
Square millimeter	mm^2
thousand	M
tons (english)	ton
tons (metric)	tonne
tons per hour	tph
tons per year	tpy
volt	V
watt	W
yard	yd
year	yr

C.7.6 Integers

Spell out integers of less than ten, unless units of measure are given. Always write integers of ten or greater in numeral form. Avoid starting a sentence with an integer in numeral form. *Example:*

"A support beam is needed every 8 ft."

"A total of eight beams will be needed."

"A total of 110 beams will be needed."

Hyphenate numbers, which are used as compound adjectives before a noun. *Example*:

"The 15-yr-old structure."

"the 300-ft pier"

Do not hyphenate numbers used elsewhere in a sentence. *Example:*

"This structure is only 15 years old."

"the pier is 300 ft long."

When referring to the numbering of a group of numbered items, such as column lines, bents, and figures, avoid using "no." whenever practical. For example, "Bent 12" is preferable to "Bent no. 12."

C.7.7 Measurements

Units of measurement should be expressed in numeral form. There are many ways to write measurements within a text:

10' x 10'	6'-3"	5.5"
10 ft x 10 ft	6' 3"	5.5 in.
10' by 10'	6ft-3in.	5 1/2 in.
10 ft by 10 ft	6 ft 3 in.	5-1/2 in.

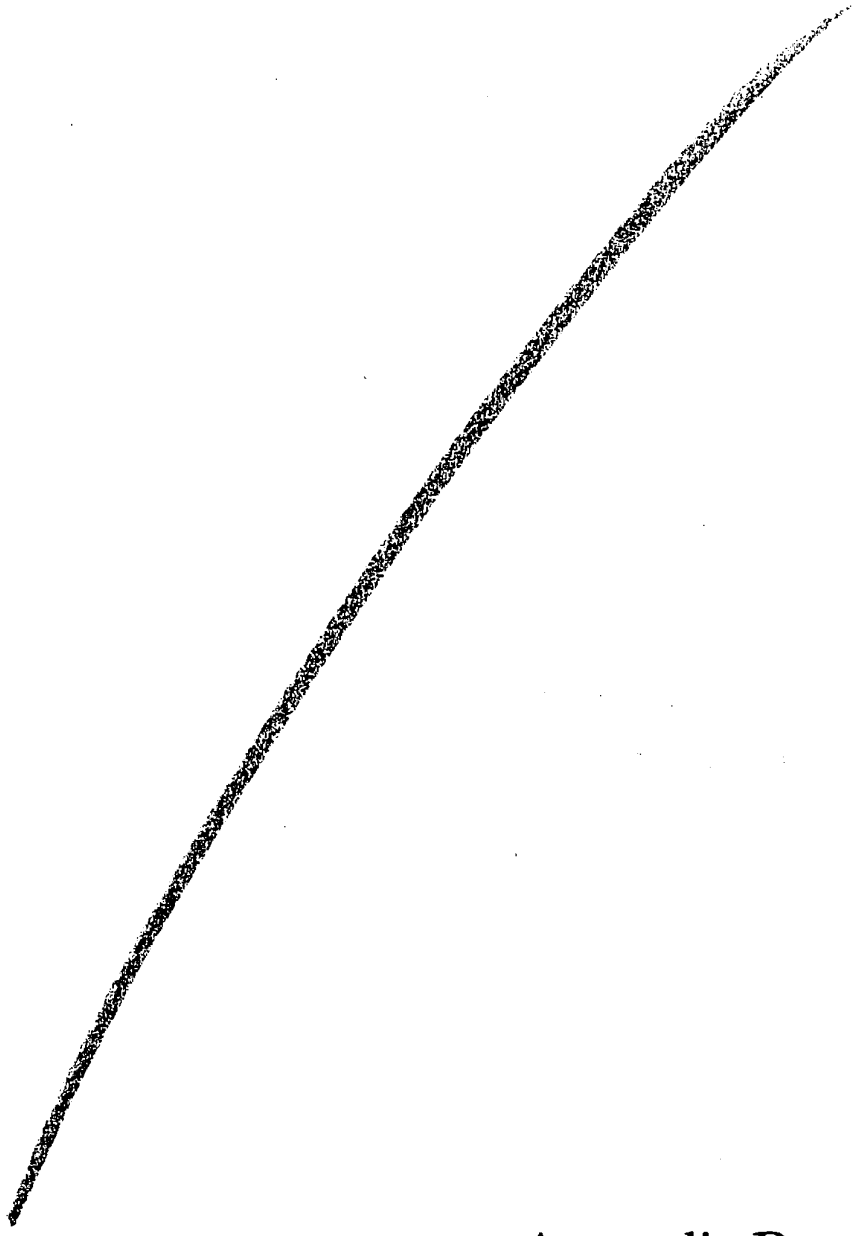
Samples of the preferred style are as follows:

10 ft by 10 ft	6 ft 3-1/2 in.	5 ft OD
8-1/2 in. by 11 in.	6 ft 3 in.	5-1/2 in.
18 in. diam	4.75 ft	
7 ft 4-1/4 in. by 5 ft 2-1/8 in.		

C.8 REFERENCE MATERIALS

For stylistic and grammatical questions that are not addressed in this chapter, the consultant should refer to a recognized English usage manual. Some appropriate reference materials include; the GPO

Style Manual, ASCE Author's Guide, The Gregg Reference Manual, Strunk & White's Elements of Style, and Shipley Associates Style Guide.



Appendix D
Corrosion Rates for Steel Components

LIST OF TABLES

Page No.

TABLE D-1 Recommended Value For The Loss Of Thickness (mm) Due To Corrosion For Piles And Sheet Piles In Soils, With Or Without Groundwater D-2

TABLE D-2 Recommended Value For The Loss Of Thickness (mm) Due To Corrosion For Piles And Sheet Piles In Freshwater Or In Seawater D-2

TABLE D-3 Summary Of Corrosion Rates In Splash Zone D-3

The tables below provide guidance on the corrosion rates for steel components and have been reproduced from the ASCE Waterfront Facilities Inspection and Assessment Manual. Unless historic data or other more reliable data is available, these corrosions rates shall be used for remaining service life estimation.

TABLE D-1
Recommended Value for the Loss of Thickness (mm) Due to Corrosion for Piles and Sheet Piles in Soils, With or Without Groundwater

Type of Soil	Required Working Life				
	5 years	25 years	50 years	75 years	100 years
Undisturbed natural soils (sand, silt, clay, schist, etc.)	0.00	0.30	0.60	0.90	1.20
Polluted natural soils and industrial sites	0.15	0.75	1.5	2.25	3.00
Aggressive natural soils (swamp, marsh, peat, etc.)	0.20	1.00	1.75	2.50	3.25
Non-compacted and nonaggressive fills (clay, schist, sand, silt, etc.)	0.18	0.70	1.20	1.70	2.20
Non-compacted and aggressive fills (ash, slag, etc.)	0.50	2.00	3.25	4.50	5.75

Notes: Corrosion rates in compacted fills are lower than in non-compacted ones. In compacted fills, the figures in the table should be divided by two.

The values given for 5 and 25 years are based on measurements, whereas the other values are extrapolated.

Source: ASCE Waterfront Facilities Inspection and Assessment Manual, Table 4-4.

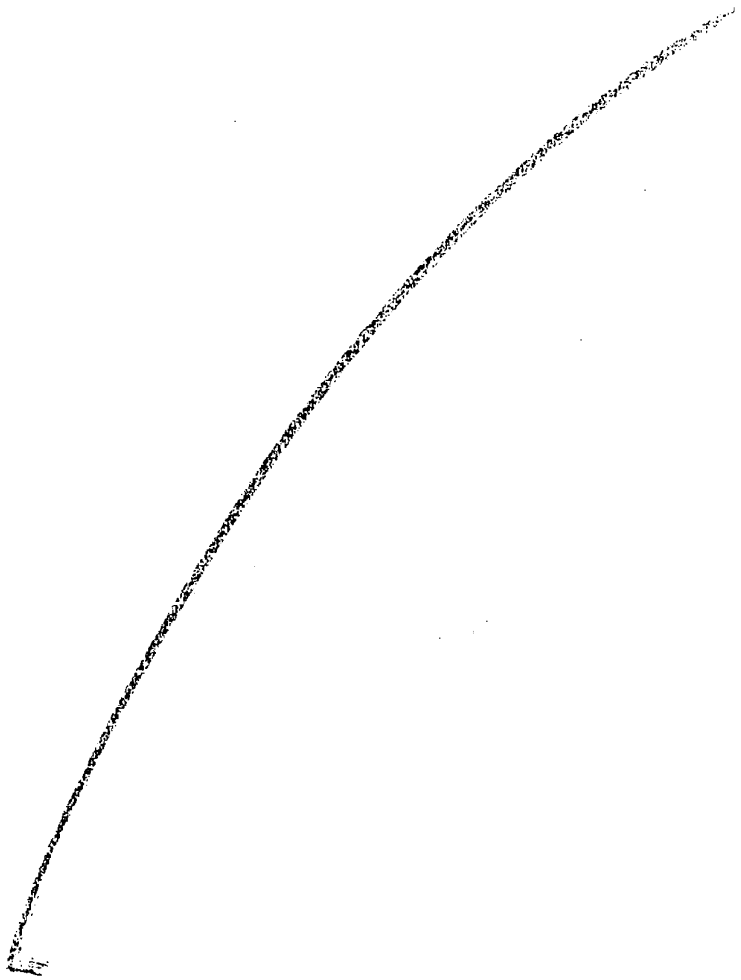
TABLE D-2
Recommended Value for the Loss of Thickness (mm) Due to Corrosion for Piles and Sheet Piles in Freshwater or in Seawater

Type of Water	Required Working Life				
	5 years	25 years	50 years	75 years	100 years
Common fresh water (river, ship canal, etc.)	0.15	0.55	0.90	1.15	1.40
Very polluted freshwater (sewage, industrial effluent, etc.) in the zone of high attach (water line)	0.30	1.30	2.30	3.30	4.30
Seawater in temperate climate in the zone of high attach (low water and splash zones)	0.55	1.90	3.75	5.60	7.50
Seawater in temperate climate in the zone of permanent immersion or in the intertidal zone	0.25	0.90	1.75	2.60	3.50

Source: ASCE Waterfront Facilities Inspection and Assessment Manual, Table 4-5.

TABLE D-3
Summary of Corrosion Rates in Splash Zone

Zone	in./year (ipy)	mils/year (mpy)	mm/year (mmy)
High	0.06	60	1.50
Low	0.003	3	0.08
Average	0.016	16	0.41
Source: ASCE Waterfront Facilities Inspection and Assessment Manual, Table 4-6.			



Appendix E
Sample Calculations

Sample Calculations of Load Restrictions on a Pier Due to Loss of Pile Diameter

Inventory

Bent #	7	31	50	72	93	108	135
Average Pile Diameter (in)	10.8	9.5	9.3	9.2	9.1	9.0	8.4
Average loss Rate ($^{in}/_{yr}$)	0.3	0.4	0.4	0.4	0.5	0.5	0.5

For the outboard end of the pier : bent # 135

$\phi := 8.4\ in \quad r := \frac{\phi}{4} \quad r := 2.1\ in \quad kL := 25.6\ ft \quad A := \pi \frac{(\phi^2)}{4} \quad A := 55.4\ in^2$

$$F'_c := 3.6 \frac{(1500000)}{\left[(kL)\frac{(12)}{r}\right]^2} \qquad F'_c := 252.3\ psi$$

$F_a = F'_c * A = 252.3 * 55.4 = 14.0\ kips$

$F_u = 14.0 * 1.66 = 23.2\ kips$

$FS := \frac{F_u}{F} \qquad FS := \frac{23.2}{22.5}$ FS=1.03, barely adequate

If the load is reduced to a 3 pallet high stack, F = 18.5 kips

$FS := \frac{23.2}{18.5}$ FS=1.25, acceptable for short term use pending repairs

Check the capacity in one year assume a loss of $0.5 \frac{in}{year}$

$\phi := 7.9\ in \quad r := \frac{7.9}{4} \quad r := 1.975\ in \quad kL := 25.6\ ft$

$$F'_c := 3.6 \frac{(1500000)}{\left[(25.6)\frac{(12)}{1.975}\right]^2} \qquad F'_c := 223.2\ psi$$

$A := \pi \frac{(7.92)}{4}$ $A := 49.0\ in^2$

$F_a = 223.2*49.0 = 10.9$ kips $F_u = 10.9*1.66 = 18.1$ kips

Therefore, for 3 pallet high stacks,

$FS := \frac{18.1}{18.5}$ FS=0.98, repairs or further load restrictions are necessary by the end of the first year.

Therefore, reduce loading in this area to 3 pallets high at the end of the pier (from approximately bent # 120 outward.)

Scenario 1: Decision now, repair work commences immediatly.

Scenario 2: Decision is made to repair at the end of first year, work commences at the end of the following year.

Load Restrictions for Scenario 2

Bent #120+:.

After 1year, $\phi = 7.9$ in, at which point the safety factor FS = 0.98.

Therefore loading must be limited to a stack 2 pallets high (F = 14.5 kips).

$FS := \frac{18.1}{14.5}$ FS=1.25, acceptable for short term.

Bent #80 to #120:

After 1year, $\phi = 9.1 - 0.5 = 8.6$ in.

$\phi := 8.6$ in $r := \frac{8.6}{4}$ $r := 2.15$ in $kL := 25.6$ ft

$F'_c := 3.6 \frac{(1500000)}{\left[(25.6)\frac{(12)}{2.15}\right]^2}$ $F'_c := 264.5$ psi

$A := \pi \cdot \frac{(8.6)^2}{4}$ $A := 58.1\ in^2$

F_a = 264.5*58.1= 15.4 kips F_u = 15.4*1.66=25.5 kips After 2 yrs ϕ = 8.1 in , Fu = 20.1 kips

$FS := \frac{25.5}{22.5}$ FS=1.13, for 4 pallet loading $FS := \frac{25.5}{18.5}$ FS=1.39, for 3 pallet loading

3 pallet loading is better because there is more tan 1 year until repairs.

Therefore if decision to repair is delayed by one year additional load restrictions will be necessary: Reduce the maximum loading to 2 pallets outboard of bent # 120; Reduce the maximum loading to 3 pallets high between bents # 80 and #120.

This pier should be reispected in 1 year.

For 4 pallet loading, the required ϕ = 9.5 in.

If the decision to repair is delayed by one year, and it is assumed that rehabilitaion will not commence until one year from that time. Based on a 0.5 $^{in}/_{yr}$ loss rate, all piles with existing ϕ < 10.5 in. will need to be concrete encased to restore sufficient section.

$$\frac{\text{\# of piles w/ } \phi < 10.5 \text{ in}}{\text{\# investigated}} = \frac{284}{347} = = 81.8\% \text{ of piles}$$

of piles = (7400)(0.818) = 6053 piles to be encased.

of piles = 7400 - 6053 = 1347 piles to be wrapped.

However, if rehabilitaion will commence in one year from that time. Based on a 0.5 $^{in}/_{yr}$ loss rate, all piles with existing ϕ < 10.0 in. will need to be concrete encased to restore sufficient section.

$$\frac{\text{\# of piles w/ } \phi < 10.0 \text{ in}}{\text{\# investigated}} = \frac{235}{347} = = 67.7\% \text{ of piles}$$

of piles = (7400)(0.677) = 5012 piles to be encased.

of piles = 7400 - 5012 = 2388 piles to be wrapped.

With a reduced live load of 100 psf, the bracing will not need to be restored and only 50% of the piles are necessary.

DL + LL = 125 + 100 = 225 psf

The load per pile 22.5 kips.

The tributary area per pile is 10 ft by 10 ft.

For an unbraced length = 40 ft, the reqired existing diameter is ϕ = 11".

$$\frac{\text{\# of piles w/ } \phi < 11.0 \text{ in}}{\text{\# investigated}} = \frac{310}{347} = 89.3\% \text{ of piles}$$

of piles = (3700)(0.893) = 3305 piles to be encased.

of piles = 3700 - 3305 = 395 piles to be wrapped.

Therefore the revised load restrictions are as follows:

Scenario 1:.

	4 Pallets		3 Pallets		2 Pallets	
	Now	In 1 Yr	Now	In 1 Yr	Now	In 1 Yr
Bent # 120+	1.03	0.80	1.25	0.98	1.60	1.25

ϕ = 8.4 in Fu = 23.2 kips

ϕ = 7.9 in Fu = 18.1 kips

If the safety factor at the time of repair is 1.2, the loading must be reduced to 2 pallets high.

	4 Pallets		3 Pallets		2 Pallets	
	Now	In 1 Yr	Now	In 1 Yr	Now	In 1 Yr
Bent # 80 to #120	1.42	1.16	1.73	1.41	2.21	1.79

ϕ = 9.1 in Fu = 32.0 kips ϕ = 8.6 in Fu = 18.1 kips

A safety factor of 1.16 after 1 year is acceptable beause either repaires will begin or further load restrictions will be imposed. No reduction currently required.

Scenario 2:.

	2 Pallets		1 Pallet	
	In 1 yr	In 2 Yrs	In 1 yr	In 2 Yrs
Bent # 120+	1.25	0.97	1.72	1.33

ϕ = 7.4 in Fu = 14.0 kips

A safety factor of 0.97 is unacceptable, therefore the loading must be reduced to 1 pallet stacks.

	3 Pallets		2 Pallets	
	In 1 yr	In 2 Yrs	In 1 yr	In 2 Yrs
Bent # 80 to #120	1.41	1.09	1.79	1.39

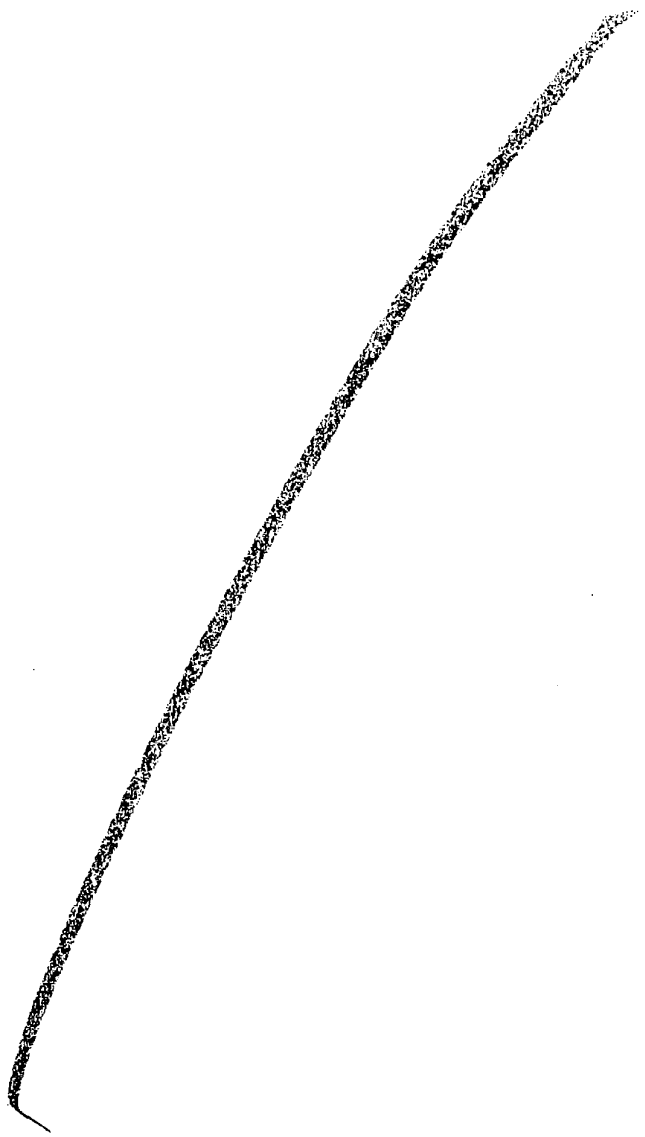
ϕ = 8.1 in Fu = 20.1 kips

A safety factor of 1.09 is unacceptable, therefore the loading must be reduced to 2 pallet high stacks.

	4 Pallets		3 Pallets		
	In 1 yr	In 2 Yrs	In 1 yr	In 2 Yrs	
Bent # 40 to #80	1.24	0.98	1.51	1.19	1.41

ϕ = 8.1 in Fu = 20.1 kips

A safety factor of 0.98 is unacceptable, therefore the loading must be reduced to 3 pallet high stacks. The safety factor of 1.19 is acceptable because loading will be reduced or rehabilition will begin.



Appendix F
Wetland Functions

HYDROLOGIC FLUX AND STORAGE

Water balance

Wetlands play a critical role in regulating the movement of water within watersheds as well as in the global water cycle (Richardson 1994; Mitsch and Gosselink 1993). Wetlands, by definition, are characterized by water saturation in the root zone, at, or above the soil surface, for a certain amount of time during the year. This fluctuation of the water table (hydroperiod) above the soil surface is unique to each wetland type.

Wetlands store precipitation and surface water and then slowly release the water into associated surface water resources, ground water, and the atmosphere. Wetland types differ in this capacity based on a number of physical and biological characteristics, including: landscape position, soil saturation, the fiber content/degree of decomposition of the organic soils, vegetation density and type of vegetation (Taylor et al. 1990):

During the growing season, plants actively take up water and release it to the atmosphere through evapotranspiration. This process reduces the amount of water in wetland soil and increases the capacity for absorption of additional precipitation or surface water flow. As a result, water levels and outflow from the wetland are less than when plants are dormant. Larger plants and plants with more surface area will transpire more.

Climate control

Climate control is another hydrologic function of wetlands. Many wetlands return over two-thirds of their annual water inputs to the atmosphere through evapotranspiration (Richardson and McCarthy 1994). Wetlands may also act to moderate temperature extremes in adjacent uplands (Brinson 1993).

Oxidation-Reduction

The fluctuating water levels (also known as hydrologic flux) that are characteristic of wetlands control the oxidation-reduction (redox) conditions that occur. These redox conditions governed by hydroperiod play a key role in: nutrient cycling, availability, and export; pH; vegetation composition; sediment and organic matter accumulation; decomposition and export; and metal availability and export.

Wetland plants are adapted to changing redox conditions. Wetland plants often contain arenchymous tissue (spongy tissue with large pores) in their stems and roots that allows air to move quickly between the leaf surface and the roots. Oxygen released from wetland plant roots oxidizes the rhizosphere (root zone) and allows processes requiring oxygen, such as organic compound breakdown, decomposition, and denitrification, to occur (Steinberg and Coonrod 1994).

Hydrologic flux and life support

Changes in frequency, duration, and timing of hydroperiod may impact spawning, migration, species composition, and food chain support of the wetland and associated downstream systems (Crance 1988). Normal hydrologic flux allows exchange of nutrients, detritus, and passage of aquatic life between systems.

Ecological (and economic services) of wetlands as a result of the functions of hydrologic flux and storage include: water quality, water supply, flood protection, erosion control, fish and wildlife habitat, recreation, culture, and commercial benefits.

BIOGEOCHEMICAL CYCLING AND STORAGE

Wetlands may be a sink for, or transform, nutrients, organic compounds, metals, and components of organic matter. Wetlands may also act as filters of sediments and organic matter. A wetland may be a permanent sink for these substances if the compounds become buried in the substrate or are released into the atmosphere; or a wetland may retain them only during the growing season or under flooded conditions. Wetland processes play a role in the global cycles of carbon, nitrogen, and sulfur by transforming them and releasing them into the atmosphere.

The ecological and economic services associated with the wetland functions related to biogeochemical cycling and storage include: water quality and erosion control.

BIOLOGICAL PRODUCTIVITY

Wetlands are among the most productive ecosystems in the world (Mitsch and Gosselink 1993). Immense varieties of species of microbes, plants, insects, amphibians, reptiles, birds, fish, and other wildlife depend in some way on wetlands. Wetlands with seasonal hydrologic pulsing are the most productive.

Wetland plants play an integral role in the ecology of the watershed. Wetland plants provide breeding and nursery sites, resting areas for migratory species, and refuge from predators (Crance 1988). Decomposed plant matter (detritus) released into the water is important food for many invertebrates and fish both in the wetland and in associated aquatic systems (Crance 1988). Physical and chemical characteristics such as climate, topography, geology, hydrology, and inputs of nutrients and sediments determine the rate of plant growth and reproduction (primary productivity) of wetlands (Brinson 1993; Mitsch and Gosselink 1993; Weller 1981; Crance 1988).

A wetland with more vegetation will intercept more runoff and be more capable of reducing runoff velocity and removing pollutants from the water than a wetland with less vegetation (Demissie and Khan 1993; Richardson and McCarthy 1994; NC DEM 1993). Wetland plants also reduce erosion as their roots hold the streambank, shoreline, or coastline.

Ecological and economic services associated with biological productivity of wetlands include: water quality, flood control, erosion control, community structure and wildlife support, recreation, aesthetics, and commercial benefits.

DECOMPOSITION

Decomposition rates vary across wetland types, particularly as a function of climate, vegetation types, available carbon and nitrogen, and pH (Johnston 1991).

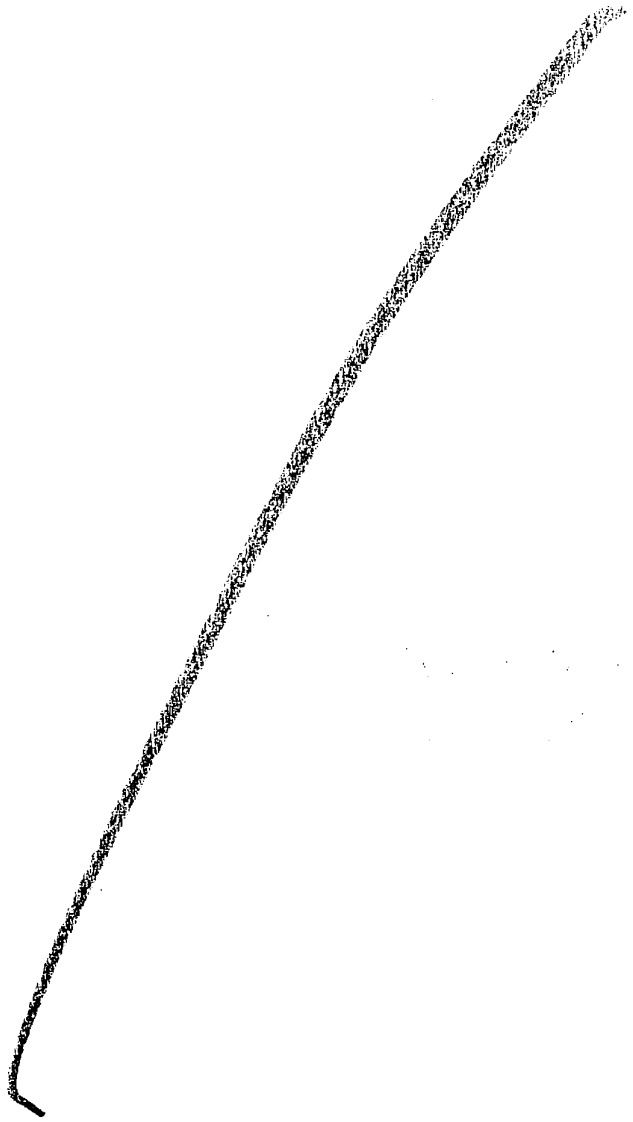
The nutrients and compounds released from decomposing organic matter may be exported from the wetland in soluble or particulate form, incorporated into the soil, or eventually transformed and released to the atmosphere. Decomposed matter (detritus) forms the base of the aquatic and terrestrial food web.

Decomposition requires oxygen and thus reduces the dissolved oxygen content of the water. High rates of decomposition – such as occur after algae has bloomed – can reduce water quality and impair aquatic life support.

COMMUNITY STRUCTURE AND WILDLIFE SUPPORT

Wetland shape and size affect the wildlife community and the wetland's function as suitable habitat (Kent 1994b; Brinson 1993; Harris 1988). The shape of the wetland varies the perimeter to area ratio. The amount of perimeter versus area has importance for the success of interior and edge species (Kent 1994b). Shape is also important for the possibility of movement of animals within the habitat and between habitats.

Ecological services associated with community structure and wildlife support in wetlands include: fish and wildlife support, recreation, aesthetics, and commercial benefits.



Appendix G
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45-40 Vernon Boulevard

Exhibit E: Drawings

1	2
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LIST OF DRAWINGS

LANDSCAPE ARCHITECTURE DWGS

L-00.00 COVER SHEET
SURVEY
L-02.00 WPAA/ZONING LOT SITE PLAN

Z-01.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-02.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-03.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-04.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-05.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-06.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-07.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
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Z-09.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
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Z-13.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-14.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-15.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-16.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

PLANS

L-100.00 KEY & DIMENSION PLAN
L-200.00 GRADING PLAN
L-300.00 PLANTING PLAN
L-400.00 MATERIALS PLAN
L-500.00 FURNITURE PLAN
L-600.00 LIGHTING AND PHOTOMETRIC PLAN

SECTIONS

L-700.00 SECTIONS

DETAILS

L-800.00 SITE DETAILS
L-801.00 SITE DETAILS
L-802.00 SITE DETAILS
L-803.00 SITE DETAILS
L-804.00 SITE DETAILS
L-805.00 SITE DETAILS

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

MECHANICAL ENGINEER
MCLAREN ENGINEERING GROUP

KEY PLAN

DRAWING TITLE
COVER SHEET

DRAWING NO.
L-00.00

LIST OF DRAWINGS

LANDSCAPE ARCHITECTURE DWGS

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Z-05.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-06.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
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Z-13.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-14.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-15.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS
Z-16.00 WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

PLANS

L- 100.00 KEY & DIMENSION PLAN
L- 200.00 GRADING PLAN
L- 300.00 PLANTING PLAN
L- 400.00 MATERIALS PLAN
L- 500.00 FURNITURE PLAN
L- 600.00 LIGHTING AND PHOTOMETRIC PLAN

SECTIONS

L-700.00 SECTIONS

DETAILS

L-800.00 SITE DETAILS
L-801.00 SITE DETAILS
L-802.00 SITE DETAILS
L-803.00 SITE DETAILS

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.6400
EMAIL : TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6386
FAX.: (212) 477-6548

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.6000

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

COVER SHEET

SEAL & SIGNATURE:



DATE: OCTOBER 27, 2023

PROJECT No:

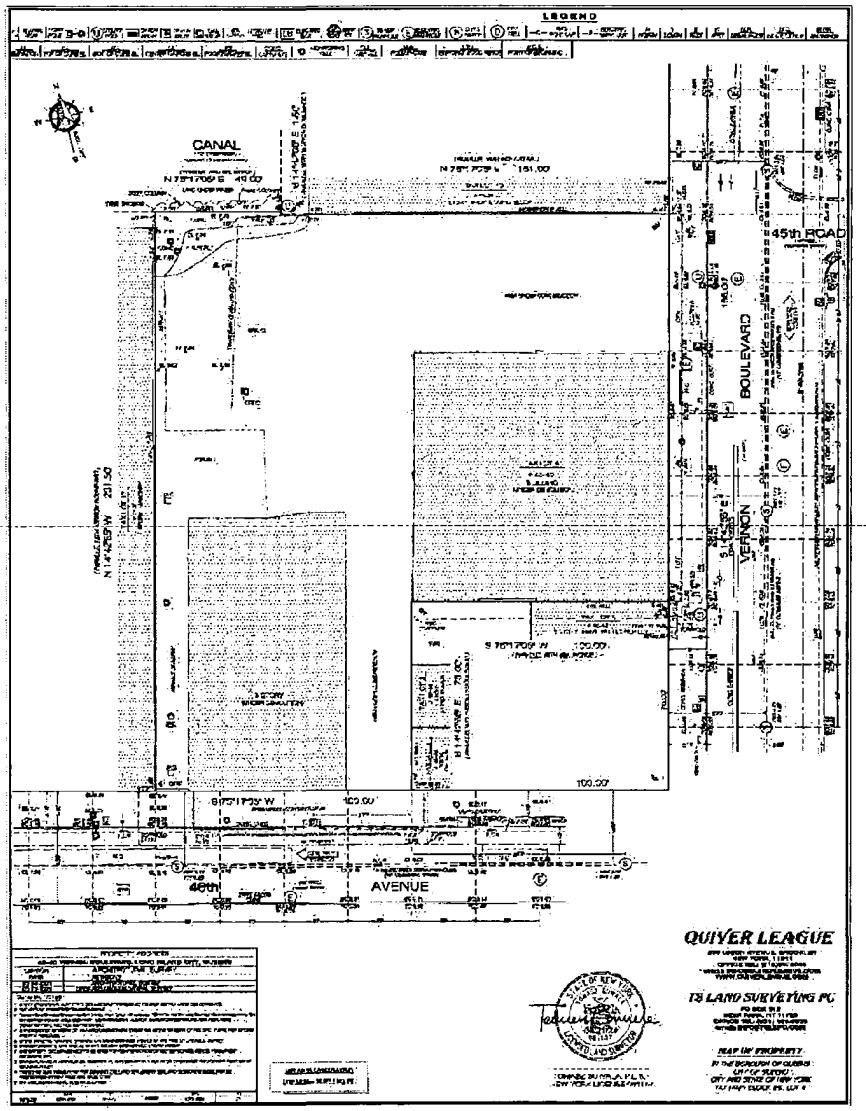
DRAWN BY: SZ

CHECKED BY: RP, AB

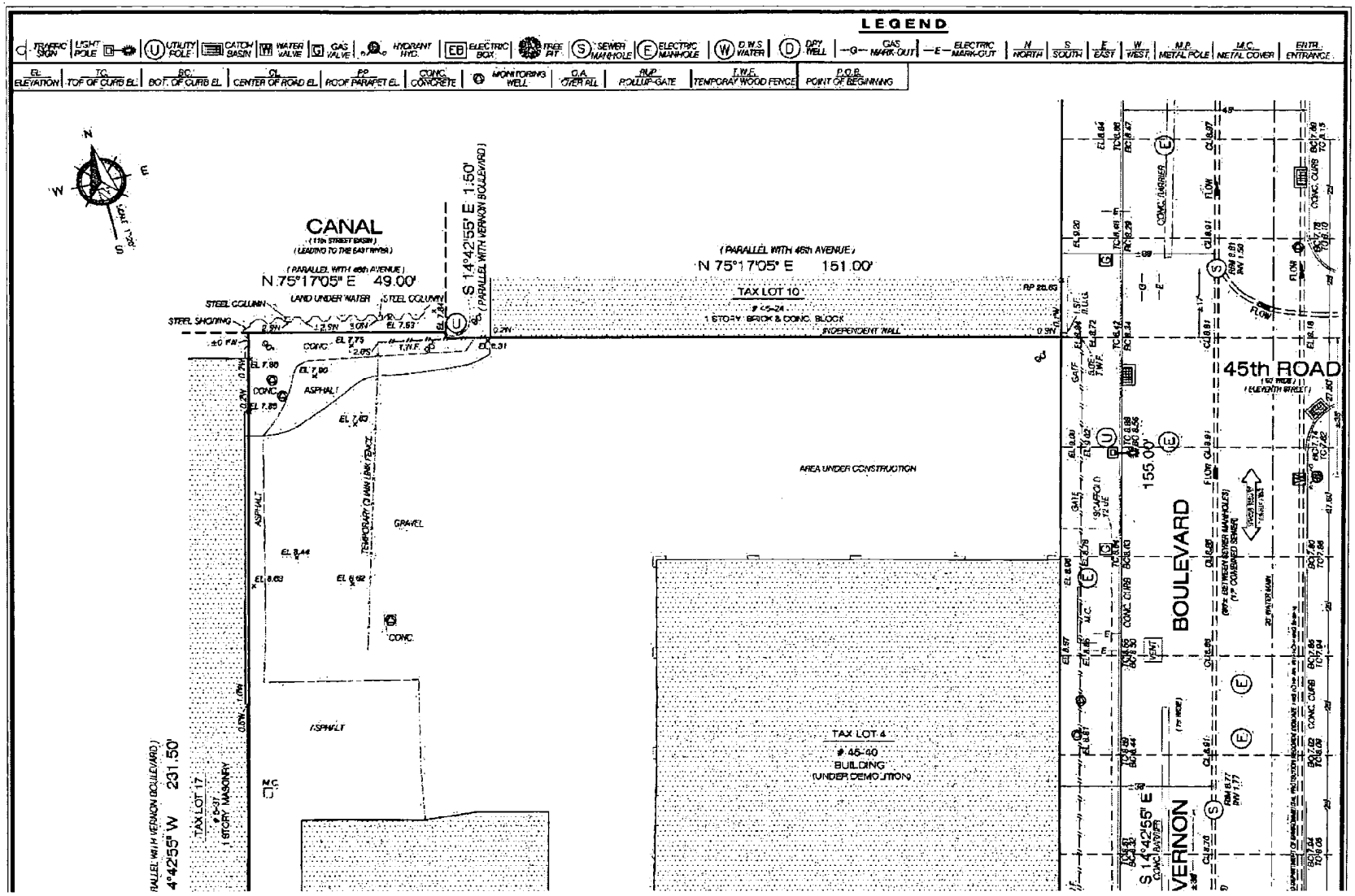
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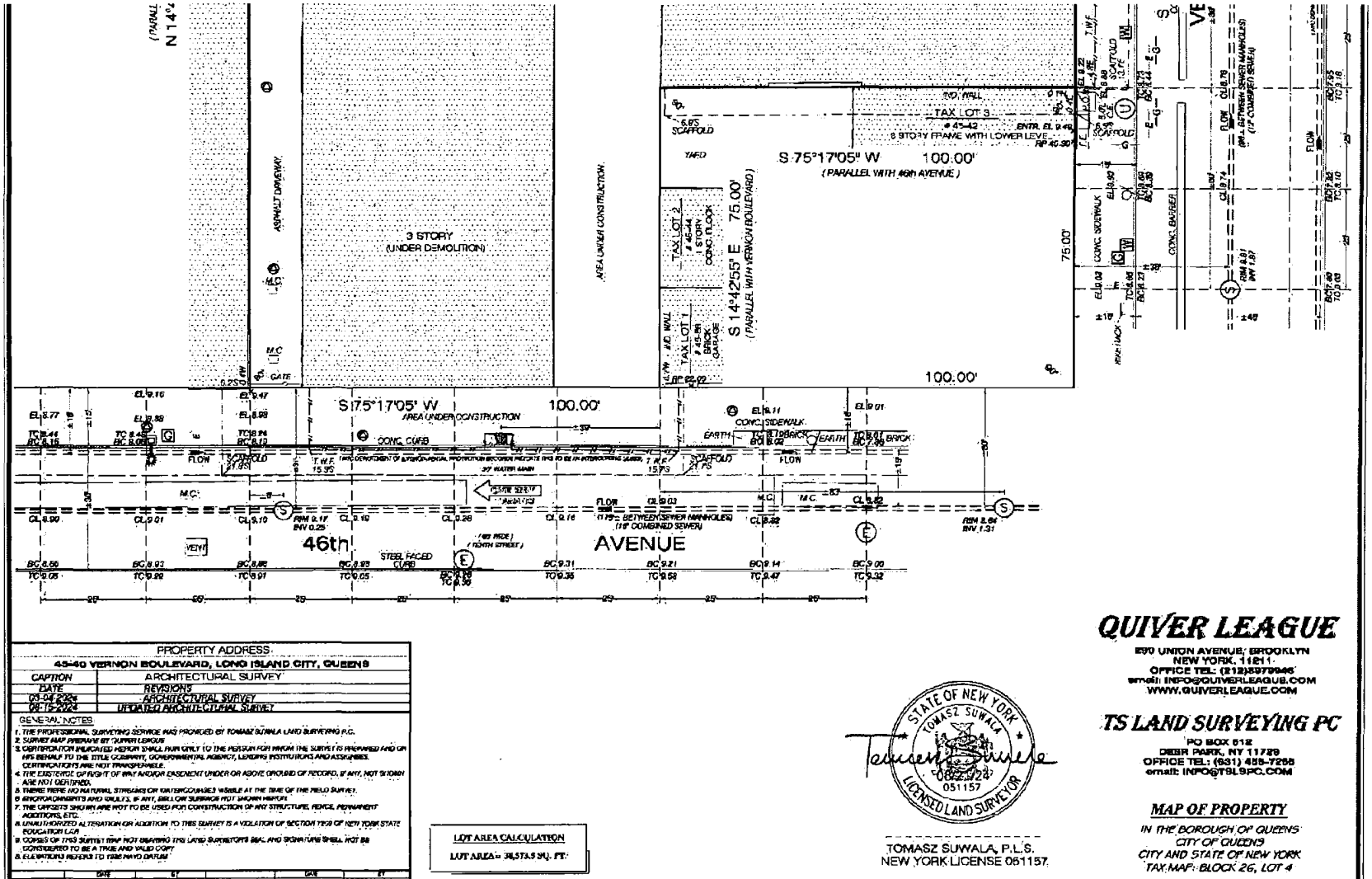
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784

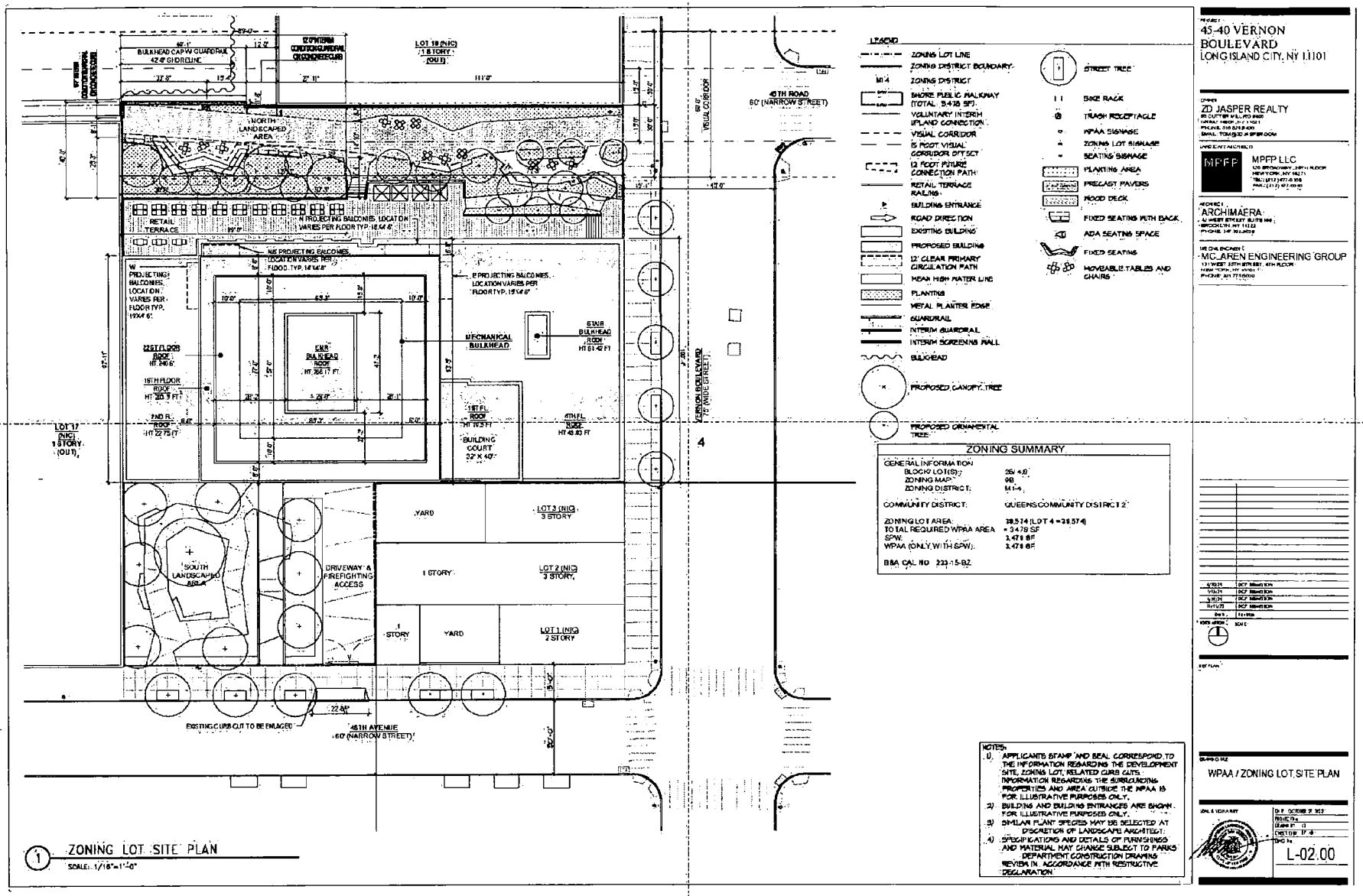

LEGEND
CANAL
45th ROAD
BOULEVARD
VERNON
40th
AVENUE
100.00
QUIVER LEAGUE
TS LAND SURVEYING PC

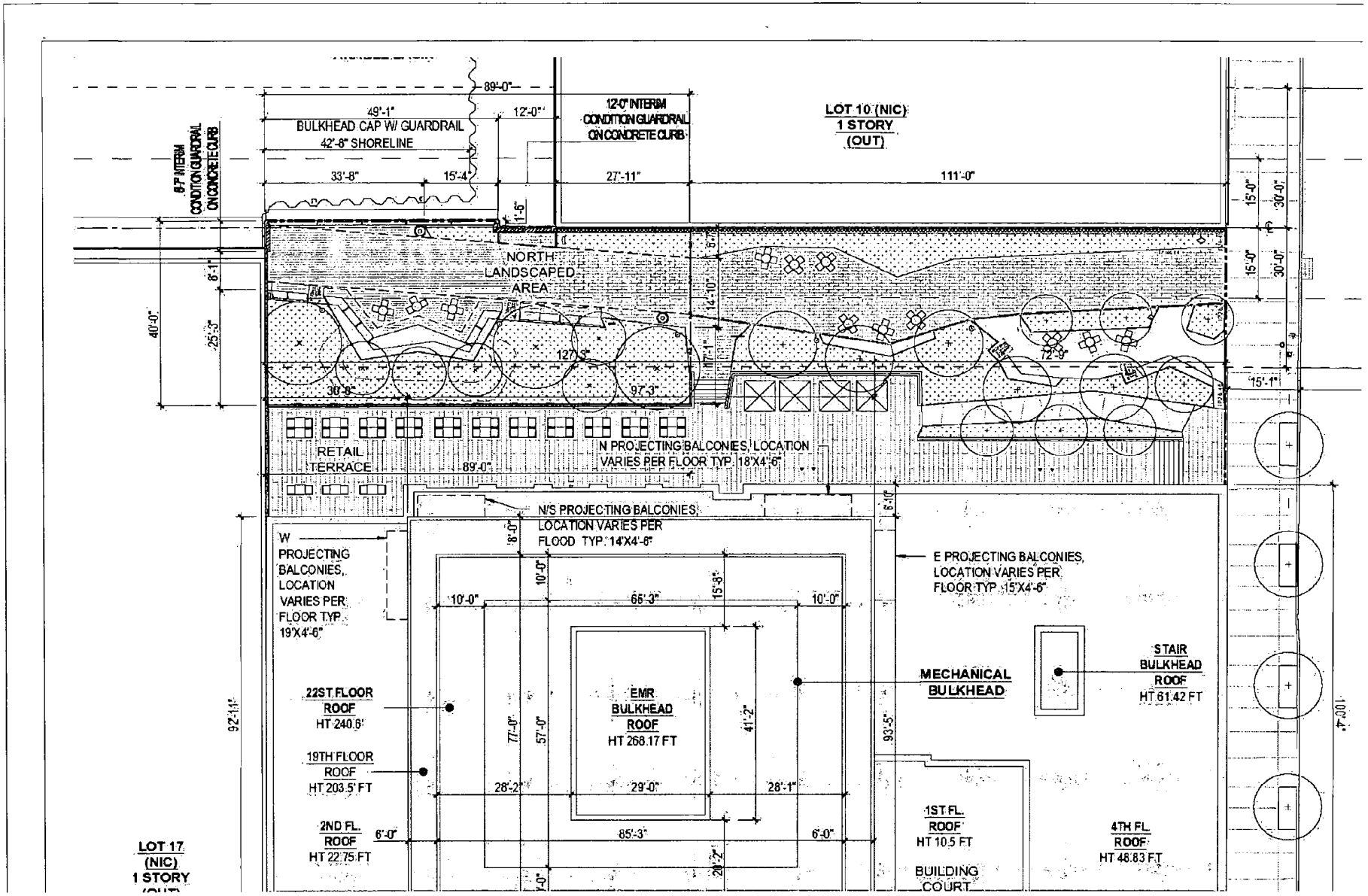
Survey
Page 1 of 2

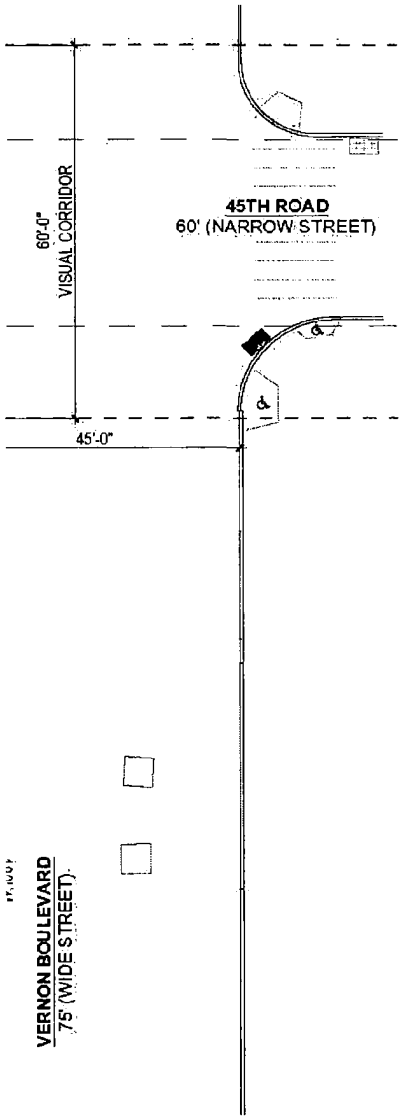



S 75°17'05" W 100.00'
(PARALLEL WITH 46th AVENUE)
S 14°42'55" E 75.00'
(PARALLEL WITH VERNON BOULEVARD)
100.00'
75.00'
3 STORY
(UNDER DEMOLITION)
AREA UNDER CONSTRUCTION
TAX LOT 3
TAX LOT 2
TAX LOT 1
46th AVENUE
STEEL FACED CURB
CONC. CURB
CONC. SIDEWALK
ASPHALT DRIVEWAY
PROPERTY ADDRESS
45-40 VERNON BOULEVARD, LONG ISLAND CITY, QUEENS
CAPTION
ARCHITECTURAL SURVEY
DATE
REVISIONS
03-04-2024
ARCHITECTURAL SURVEY
08-15-2024
UPDATED ARCHITECTURAL SURVEY
GENERAL NOTES
1. THE PROFESSIONAL SURVEYING SERVICE WAS PROVIDED BY TOMASZ SUWALA LAND SURVEYING P.C.
2. SURVEY MAP PREPARE BY QUIVER LEAGUE
3. CERTIFICATION INDICATED HEREON SHALL RUN ONLY TO THE PERSON FOR WHOM THE SURVEY IS PREPARED AND ON HIS BEHALF TO THE TITLE COMPANY, GOVERNMENTAL AGENCY, LENDING INSTITUTION AND ASSIGNEES. CERTIFICATIONS ARE NOT TRANSFERABLE.
4. THE EXISTENCE OF RIGHT OF WAY AND/OR EASEMENT UNDER OR ABOVE GROUND OF RECORD, IF ANY, NOT SHOWN ARE NOT CERTIFIED.
5. THERE WERE NO NATURAL STREAMS OR WATERCOURSES VISIBLE AT THE TIME OF THE FIELD SURVEY.
6. ENCROACHMENTS AND GAULTS, IF ANY, BELLOW SURFACE NOT SHOWN HEREON
7. THE OFFSETS SHOWN ARE NOT TO BE USED FOR CONSTRUCTION OF ANY STRUCTURE, FENCE, PERMANENT ADDITIONS, ETC.
8. UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209 OF NEW YORK STATE EDUCATION LAW
9. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S SEAL AND SIGNATURE SHALL NOT BE CONSIDERED TO BE A TRUE AND VALID COPY
10. ELEVATIONS REFERS TO THE NAVD DATUM
SURVEYED 03-04-2024 BY S.S. DRAWN 08-27-2024 BY JP
LOT AREA CALCULATION
LOT AREA = 38,573.5 SQ. FT.
STATE OF NEW YORK
TOMASZ SUWALA
LICENSED LAND SURVEYOR
08-27-24
051157
TOMASZ SUWALA, P.L.S.
NEW YORK LICENSE 051157
QUIVER LEAGUE
870 UNION AVENUE, BROOKLYN
NEW YORK, 11211
OFFICE TEL: (212)5979946
email: INFO@QUIVERLEAGUE.COM
WWW.QUIVERLEAGUE.COM
TS LAND SURVEYING PC
PO BOX 512
DEER PARK, NY 11729
OFFICE TEL: (631) 455-7255
email: INFO@TSLSPC.COM
MAP OF PROPERTY
IN THE BOROUGH OF QUEENS
CITY OF QUEENS
CITY AND STATE OF NEW YORK
TAX MAP: BLOCK 26, LOT 4

787


LEGEND
ZONING LOT LINE
ZONING DISTRICT BOUNDARY
M1-4 ZONING DISTRICT
SHORE PUBLIC RAILWAY (TOTAL 3,438 SF)
VOLUNTARY INTERIM UPLAND CONNECTION
VISUAL CORRIDOR
15 FOOT VISUAL CORRIDOR OFFSET
12 FOOT FUTURE CONNECTION PATH
RETAIL TERRACE RAILING
BUILDING ENTRANCE
ROAD DIRECTION
EXISTING BUILDING
PROPOSED BUILDING
12' CLEAR PRIMARY CIRCULATION PATH
MEAN HIGH WATER LINE
PLANTING
METAL PLANTER EDGE
GUARDRAIL
INTERIM GUARDRAIL
INTERIM SCREENING WALL
BULKHEAD
PROPOSED CANOPY TREE
PROPOSED ORNAMENTAL TREE
STREET TREE
BIKE RACK
TRASH RECEPTACLE
WPAA SIGNAGE
ZONING LOT SIGNAGE
SEATING SIGNAGE
PLANTING AREA
PRECAST PAVERS
WOOD DECK
FIXED SEATING W/ BACK
ADA SEATING SPACE
FIXED SEATING
MOVEABLE TABLES AND CHAIRS
ZONING SUMMARY
GENERAL INFORMATION
BLOCK/ LOT(S): 26/ 4,9
ZONING MAP: 9B
ZONING DISTRICT: M1-4
COMMUNITY DISTRICT: QUEENS COMMUNITY DISTRICT 2
ZONING LOT AREA: 38,574 (LOT 4 = 38,574)
TOTAL REQUIRED WPAA AREA = 3,478 SF
SPW: 3,478 SF
WPAA (ONLY WITH SPW): 3,478 SF
BSA CAL NO 232-15-BZ
NOTES:
1) APPLICANTS STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES AND AREA OUTSIDE THE WPAA IS FOR ILLUSTRATIVE PURPOSES ONLY.
2) BUILDING AND BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
3) SIMILAR PLANT SPECIES MAY BE SELECTED AT DISCRETION OF LANDSCAPE ARCHITECT.
4) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101
ZD JASPER REALTY
MPFP LLC
ARCHIMAERA
MC LAREN ENGINEERING GROUP
WPAA / ZONING LOT SITE PLAN
L-02.00
1 ZONING LOT SITE PLAN
SCALE: 1/16"=1'-0"


89'-0"
49'-1"
BULKHEAD CAP W/ GUARDRAIL
42'-6" SHORELINE
12'-0"
12'-0" INTERIM CONDITION GUARDRAIL ON CONCRETE CURB
LOT 10 (NIC)
1 STORY
(OUT)
8'-7" INTERIM CONDITION GUARDRAIL ON CONCRETE CURB
33'-8"
15'-4"
27'-11"
111'-0"
1'-6"
NORTH LANDSCAPED AREA
40'-0"
25'-3"
8'-1"
14'-10"
127'-3"
30'-6"
97'-3"
72'-9"
15'-0"
30'-0"
15'-1"
RETAIL TERRACE
89'-0"
N PROJECTING BALCONIES, LOCATION VARIES PER FLOOR TYP. 18'X4'-6"
N/S PROJECTING BALCONIES, LOCATION VARIES PER FLOOR TYP. 14'X4'-6"
W PROJECTING BALCONIES, LOCATION VARIES PER FLOOR TYP. 19'X4'-6"
E PROJECTING BALCONIES, LOCATION VARIES PER FLOOR TYP. 15'X4'-6"
10'-0"
65'-3"
15'-8"
MECHANICAL BULKHEAD
STAIR BULKHEAD ROOF HT 61.42 FT
22ST FLOOR ROOF HT 240.6'
EMR BULKHEAD ROOF HT 268.17 FT
19TH FLOOR ROOF HT 203.5' FT
77'-0"
57'-0"
41'-2"
93'-5"
92'-11"
28'-2"
29'-0"
28'-1"
2ND FL. ROOF HT 22.75 FT
6'-0"
85'-3"
1ST FL. ROOF HT 10.5 FT
4TH FL. ROOF HT 46.83 FT
BUILDING COURT
LOT 17 (NIC) 1 STORY



LEGEND

- ZONING LOT LINE
- ZONING DISTRICT BOUNDARY
- M1-4 ZONING DISTRICT
- SPW / SPW SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- RETAIL TERRACE RAILING
- BUILDING ENTRANCE
- ROAD DIRECTION
- EXISTING BUILDING
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATER LINE
- PLANTING
- METAL PLANTER EDGE
- GUARDRAIL
- INTERIM GUARDRAIL
- INTERIM SCREENING WALL
- BULKHEAD
- PROPOSED CANOPY TREE
- PROPOSED ORNAMENTAL TREE
- STREET TREE
- BIKE RACK
- TRASH RECEPTACLE
- WPAA SIGNAGE
- ZONING LOT SIGNAGE
- SEATING SIGNAGE
- PLANTING AREA
- PRECAST PAVERS
- WOOD DECK
- FIXED SEATING WITH BACK
- ADA SEATING SPACE
- FIXED SEATING
- MOVEABLE TABLES AND CHAIRS

ZONING SUMMARY

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

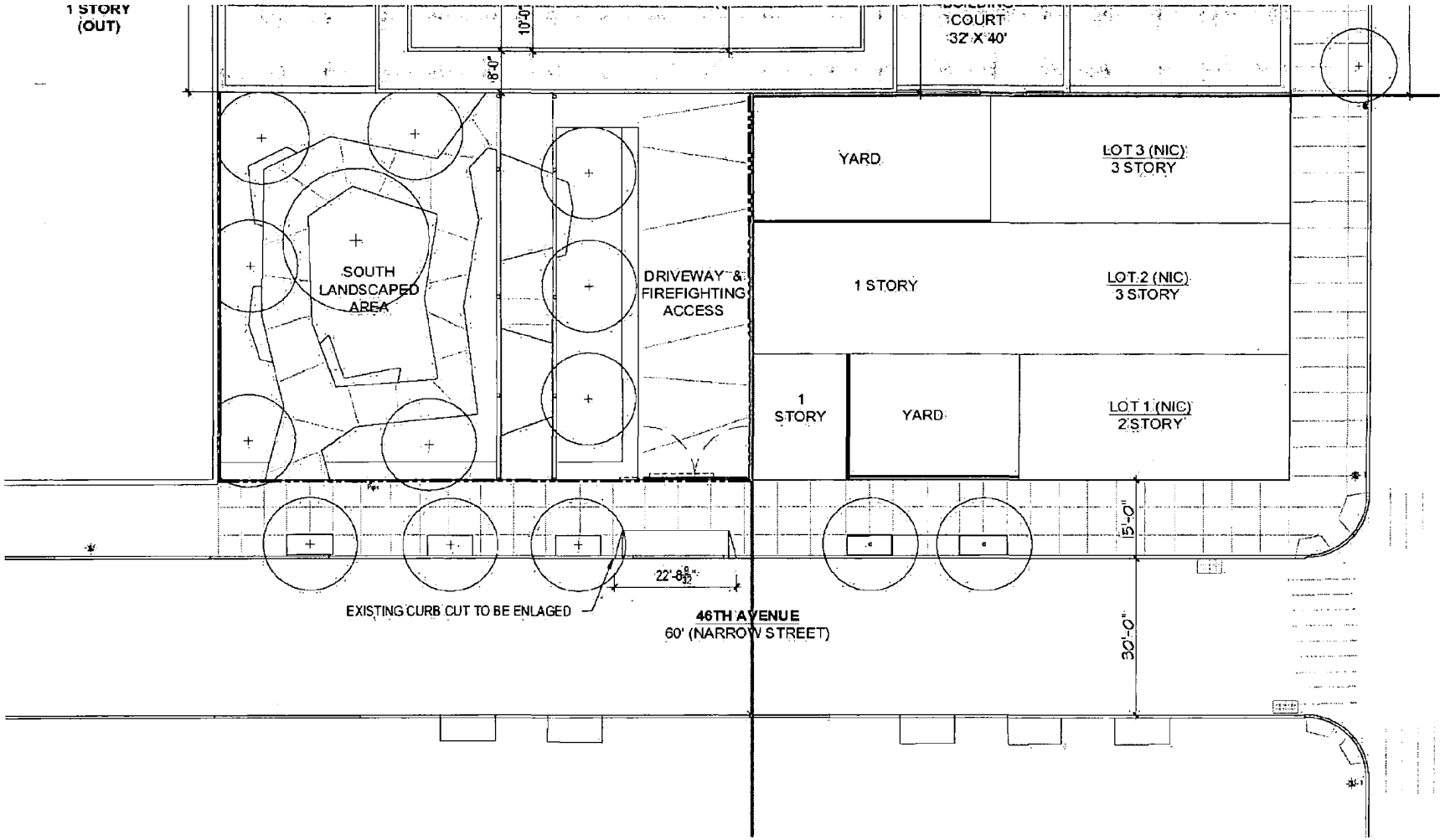
OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
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MPFP LLC
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ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.0000

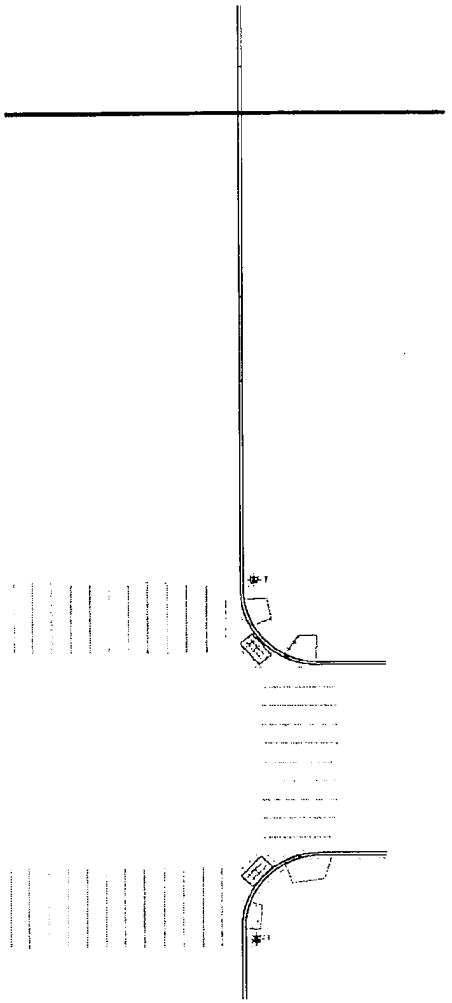
790



1 ZONING LOT SITE PLAN

SCALE: 1/16"=1'-0"

791



ZONING SUMMARY

GENERAL INFORMATION	
BLOCK/ LOT(S):	26/ 4,8
ZONING MAP:	9B
ZONING DISTRICT:	M1-4
COMMUNITY DISTRICT:	QUEENS COMMUNITY DISTRICT 2
ZONING LOT AREA:	**38,574 (LOT 4 = 38,574)**
TOTAL REQUIRED WPAA AREA	= 3,478 SF
SPW:	**3,478 SF**
WPAA (ONLY WITH SPW):	**3,478 SF**

BSA CAL NO. 233-15-BZ

NOTES:

1) APPLICANTS STAMP AND SEAL CORRESPOND TO THE INFORMATION REGARDING THE DEVELOPMENT SITE, ZONING LOT, RELATED CURB CUTS. INFORMATION REGARDING THE SURROUNDING PROPERTIES AND AREA OUTSIDE THE WPAA IS FOR ILLUSTRATIVE PURPOSES ONLY.
2) BUILDING AND BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
3) SIMILAR PLANT SPECIES MAY BE SELECTED AT DISCRETION OF LANDSCAPE ARCHITECT.
4) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WPAA / ZONING LOT SITE PLAN

SEAL & SIGNATURE:

LICENSED LANDSCAPE ARCHITECT
STATE OF NEW YORK

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SJ
CHECK'D BY: RP, AB
DWG. No:

L-02.00

792

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	WATERFRONT YARDS				
62-332	WATERFRONT YARDS	A WATERFRONT YARD SHALL BE PROVIDED ALONG THE ENTIRE LENGTH OF THE SHORELINE, BULKHEAD OR STABILIZED NATURAL SHORE, WHICHEVER IS FURTHEST LANDWARD, MODIFIED BY ZR SECTION 62-351(A): SEE ROW IMMEDIATELY BELOW.	WATERFRONT YARD PROVIDED ALONG THE LENGTH OF THE BULKHEAD	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
62-351(A)	WAP Q-1: SPECIAL WATERFRONT YARD REQUIREMENTS	THE YARD REGULATIONS OF SECTION 62-33 (SPECIAL YARD REGULATIONS ON WATERFRONT BLOCKS), SHALL BE APPLICABLE. IN ADDITION, WHERE A WATERFRONT YARD IS NOT REQUIRED, PURSUANT TO SECTION 62-33, YARDS MEETING THE DIMENSIONSAL REQUIREMENTS OF SECTION 62-33 SHALL BE PROVIDED IN CONNECTION WITH ANY DEVELOPMENT, IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (F) OF SECTION 62-912 (ELEMENTS OF A WATERFRONT ACCESS PLAN).	WATERFRONT YARD IS REQUIRED AND PROVIDED IN ACCORDANCE WITH SECTION 62-33	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
62-332 (A)	DEPTH OF WATERFRONT YARD	THE REQUIRED MINIMUM DEPTH OF A WATERFRONT YARD SHALL BE 40 FEET, MEASURED FROM THE LANDWARD EDGE OF THE BULKHEAD LINE.	40'-0" YARD PROVIDED.	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
62-332(B)(1)	WATERFRONT YARD LEVEL	THE LEVEL OF REQUIRED WATERFRONT YARDS SHALL NOT BE HIGHER THAN THE ELEVATION OF THE TOP OF THE ADJOINING EXISTING BULKHEAD, EXISTING STABILIZED NATURAL SHORE OR MEAN HIGH WATER LINE, AS APPLICABLE, EXCEPT THAT NATURAL GRADE LEVEL NEED NOT BE DISTURBED IN ORDER TO COMPLY WITH THIS REQUIREMENT.	WATERFRONT YARD MATCHES ELEVATION OF BULKHEAD.	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
62-332 (B)(2)	WATERFRONT YARD LEVEL	FOR ZONING LOTS WITH REQUIRED WATERFRONT PUBLIC ACCESS AREAS PURSUANT TO SECTION 62-52, THE LEVEL OF WATERFRONT YARDS MAY BE RAISED TO A HIGHER ELEVATION, PROVIDED THAT SUCH ELEVATED WATERFRONT YARD COMPLIES WITH THE FOLLOWING PROVISIONS, DEPENDING ON THE CONDITION OF THE ADJACENT LOT:	N/A	N/A	N/A
		(B)(2)(i) WHERE A WATERFRONT YARD DOES NOT ADJOIN A STREET, PUBLIC PARK, OR WATERFRONT PUBLIC ACCESS AREA ON AN ADJACENT ZONING LOT, THE LEVEL OF THE WATERFRONT YARD AT THE SHARED LOT LINE MAY EXCEED THE LEVEL OF THE ADJACENT ZONING LOT; ZONING LOT, THE LEVEL OF THE WATERFRONT YARD AT THE SHARED LOT LINE MAY EXCEED THE LEVEL OF THE ADJACENT ZONING LOT:	THE PROPOSED WATERFRONT YARD LEVEL EXCEEDS THE LEVEL OF THE ADJACENT ZONING LOT BECAUSE IT DOES NOT ADJOIN A STREET, PUBLIC PARK, OR WATERFRONT PUBLIC ACCSES AREA.	COMPLIES	+L-700 SECTIONS
		(B)(2)(ii)(a) UP TO A MAXIMUM OF SIX FEET ABOVE THE SHORELINE; OR	THE PROPOSED WATERFRONT YARD LEVEL EXCEEDS THE LEVEL OF THE ADJACENT ZONING LOT BY 2.32 FEET.	COMPLIES	+L-700 SECTIONS
		(B)(2)(ii)(b) TO A LEVEL HIGHER THAN SIX FEET ABOVE THE SHORELINE, WHERE THE CHAIRPERSON OF THE CITY PLANNING COMMISSION CERTIFIES, PURSUANT TO SECTION 62-811 (WATERFRONT PUBLIC ACCESS AND VISUAL CORRIDORS THAT:	N/A	N/A	N/A
		(B)(2)(ii)(b)(1) THE APPLICANT HAS SUBMITTED A PLAN INDICATING THE PROPOSED LEVEL OF THE WATERFRONT YARD AT THE LOT LINE OF ADJACENT ZONING LOTS AND THE LEVEL OF SUCH ADJACENT ZONING LOTS ADJACENT TO THE WATERFRONT YARD; AND			
		(B)(2)(ii)(b)(2) SUBMITTED PROOF OF A LEGAL INSTRUMENT, EXECUTED BY THE OWNER OF ANY ZONING LOT THAT IS ADJACENT TO THE SUBJECT WATERFRONT YARD, AND BINDING UPON ALL NECESSARY PARTIES IN INTEREST, THAT THE OWNER WILL DEVELOP A WATERFRONT PUBLIC ACCESS AREA WITH A GRADE THAT MEETS THAT OF THE ADJACENT ZONING LOTS BASED ON THE PROPOSED LEVEL OF THE SUBJECT WATERFRONT YARD AS REFLCTED IN THE SUBMITTED PLAN. SUCH LEGAL INSTRUMENT SHALL RUN WITH THE LAND AND SHALL BE RECORDED AGAINST ALL AFFECTED PARCELS OF LAND.			
62-332 (C)	PERMITTED OBSTRUCTIONS	(C) NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED ABOVE THE LOWEST LEVEL OF A WATERFRONT YARD. PERMITTED OBSTRUCTIONS IN WATERFRONT YARDS IN ALL DISTRICTS SHALL INCLUDE PERMITTED OBSTRUCTIONS AS LISTED IN SECTION 23-44 (PERMITTED OBSTRUCTIONS IN REQUIRED YARDS OR REAR YARD EQUIVALENTS) AND 62-611.	PERMITTED OBSTRUCTIONS IN WATERFRONT YARD CONSIST OF TREES, SEATING, LIGHTING, PLANTING, UTTER RECEPTACLES, AND GUARDRAILS.	COMPLIES	
	REQUIREMENTS OF VISUAL CORRIDORS				
62-511 (A) - (C)	LOCATION OF VISUAL CORRIDORS	VISUAL CORRIDORS SHALL BE PROVIDED FOR ZONING LOT USING THE FOLLOWING METHODOLOGY:	N/A	N/A	N/A
		(A) THE STREET LINES OF A STREET SHOWN ON THE CITY MAP WHICH EXTEND SEAWARD OF THE FIRST UPLAND STREET BOUNDING A WATERFRONT BLOCK AND TERMINATE AT A WATERFRONT BLOCK SHALL BE PROLONGED AS A VISUAL CORRIDOR THROUGH ALL INTERVENING ZONING LOTS TO THE WATER IF THE PROLONGED STREET WOULD INTERSECT THE SHORELINE AT AN ANGLE OF 45 DEGREES OR MORE AND THERE ARE NO EXISTING OBSTRUCTIONS BLOCKING 50 PERCENT OR MORE OF THE WIDTH OF THE VISUAL CORRIDOR THAT WOULD RESULT;	45TH ROAD EXTENDS TO THE WATER AND INTERSECTS THE SHORELINE AT AN ANGLE OF 90 DEGREES.	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
		(B) A VISUAL CORRIDOR DESIGNATED IN A WATERFRONT ACCESS PLAN THAT TRAVERSES THE ZONING LOT SHALL BE MAINTAINED THROUGH THE ZONING LOT IN ACCORDANCE WITH THE PROVISIONS OF SUCH PLAN; AND	SHARED VISUAL CORRIDOR DESIGNATED IN A WATERFRONT ACCESS PLAN AMONG PARCELS 9, 10, AND 11 – PURSUANT TO ZR 62-951 (E)(9). SEE BELOW.		
		(C) THE STREET LINES OF A STREET SHOWN ON THE CITY MAP WHICH TERMINATE AT THE FIRST UPLAND STREET BOUNDING A WATERFRONT BLOCK, AND WHICH STREET WOULD, IF PROLONGED, TRAVERSE THE ZONING LOT AND INTERSECT THE SHORELINE AT AN ANGLE OF 45 DEGREES OR MORE WITHOUT TRAVERSING AN INTERVENING ZONING LOT, SHALL BE PROLONGED AS A VISUAL CORRIDOR IF THERE ARE NO EXISTING OBSTRUCTIONS BLOCKING 50 PERCENT OR MORE OF THE WIDTH OF THE VISUAL CORRIDOR THAT WOULD RESULT.	N/A	N/A	N/A
62-951(E)(8)	WAP Q1: SPECIAL VISUAL CORRIDOR PROVISIONS BY PARCEL - PARCELS 9, 10, AND 11	A VISUAL CORRIDOR, IF REQUIRED PURSUANT TO SECTION 62-51, SHALL BE LOCATED THROUGH PARCELS 9, 10, OR 11 FROM VERNON BOULEVARD USING THE LOCATIONAL CRITERIA FOR, AND COINCIDENT WITH, THE UPLAND CONNECTION REQUIRED PURSUANT TO PARAGRAPH (D)(9)(II) OF THIS SECTION	A VISUAL CORRIDOR IS PROVIDED WITHIN THE PROLONGATION OF 45TH ROAD (THE NORTHERNMOST 30 FEET OF THE ZONING LOT).	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
62-912	DIMENSIONS OF VISUAL CORRIDORS	THE WIDTH OF A VISUAL CORRIDOR SHALL BE DETERMINED BY THE WIDTH OF THE STREET OF WHICH IT IS THE PROLONGATION BUT IN NO EVENT LESS THAN 50 FEET. VISUAL CORRIDORS THAT ARE NOT THE PROLONGATIONS OF STREETS SHALL BE AT LEAST 50 FEET WIDE. FOR THE PURPOSES OF ESTABLISHING THE WIDTH, VEHICULAR TURNAROUNDS AT THE TERMINATIONS OF SUCH STREETS, INCLUDING CURVED OR FLANGED TREATMENTS AT INTERSECTIONS, SHALL BE OMITTED.	30'-0" VISUAL CORRIDOR PROVIDED	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY

LANDSCAPE ARCHITECT:
MPFP LLC

ARCHITECT:
ARCHIMAERA

MEP ENGINEER:
MCLAREN ENGINEERING GROUP

DRAWING TITLE:
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DRAWING NO.
Z-01.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	WATERFRONT YARDS	
62-332	WATERFRONT YARDS	A WATERFRONT YARD SHALL BE PROVIDED ALONG THE ENTIRE LENGTH OF TH STABILIZED NATURAL SHORE, WHICHEVER IS FURTHEST LANDWARD. MODIFIE SEE ROW IMMEDIATELY BELOW.
62-951(A)	WAP Q-1: SPECIAL WATERFRONT YARD REQUIREMENTS	THE YARD REGULATIONS OF SECTION 62-33 (SPECIAL YARD REGULATIONS ON SHALL BE APPLICABLE. IN ADDITION, WHERE A WATERFRONT YARD IS NOT RE SECTION 62-33, YARDS MEETING THE DIMENSIONSAL REQUIREMENTS OF SEC PROVIDED IN CONNECTION WITH ANY DEVELOPMENT, IN ACCORDANCE WITH PARAGRAPH (F) OF SECTION 62-912 (ELEMENTS OF A WATERFRONT ACCESS P
62-332 (A)	DEPTH OF WATERFRONT YARD	THE REQUIRED MINIMUM DEPTH OF A WATERFRONT YARD SHALL BE 40 FEET LANDWARD EDGE OF THE BULKHEAD LINE.
62-332(B)(1)	WATERFRONT YARD LEVEL	THE LEVEL OF REQUIRED WATERFRONT YARDS SHALL NOT BE HIGHER THAN T OF THE ADJOINING EXISTING BULKHEAD, EXISTING STABLIZED NATURAL SHOF LINE, AS APPLICABLE, EXCEPT THAT NATURAL GRADE LEVEL NEED NOT BE DIS COMPLY WITH THIS REQUIREMENT.
62-332 (B)(2)	WATERFRONT YARD LEVEL	FOR ZONING LOTS WITH REQUIRED WATERFRONT PUBLIC ACCESS AREAS PUR THE LEVEL OF WATERFRONT YARDS MAY BE RAISED TO A HIGHER ELEVATION ELEVATED WATERFRONT YARD COMPLIES WITH THE FOLLOWING PROVISIONS CONDITION OF THE ADJACENT LOT:
		(B)(2)(ii) WHERE A WATERFRONT YARD DOES NOT ADJOIN A STREET, PUBLIC I PUBLIC ACCESS AREA ON AN ADJACENT ZONING LOT, THE LEVEL OF THE WATI SHARED LOT LINE, MAY EXCEED THE LEVEL OF THE ADJACENT ZONING LOT: ZC WATERFRONT YARD AT THE SHARED LOT LINE, MAY EXCEED THE LEVEL OF TH
		(B)(2)(ii)(a) UP TO A MAXIMUM OF SIX FEET ABOVE THE SHORELINE; OR
		(B)(2)(ii)(b) TO A LEVEL HIGHER THAN SIX FEET ABOVE THE SHORELINE, WHER CITY PLANNING COMMISSION CERTIFIES, PURSUANT TO SECTION 62-811 (WA AND VISUAL CORRIDORS THAT:
		(B)(2)(ii)(b)(1) THE APPLICANT HAS SUBMITTED A PLAN INDICATING THE PROI WATERFRONT YARD AT THE LOT LINE OF ADJACENT ZONING LOTS AND THE LI ZONING LOTS ADJACENT TO THE WATERFRONT YARD; AND
		(B)(2)(ii)(b)(2) SUBMITTED PROOF OF A LEGAL INSTRUMENT, EXECUTED BY TH

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
THE SHORELINE, BULKHEAD OR FIED BY ZR SECTION 62-951(A);	WATERFRONT YARD PROVIDED ALONG THE LENGTH OF THE BULKHEAD	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
ON WATERFRONT BLOCKS) REQUIRED, PURSUANT TO ECTION 62-33 SHALL BE ITH THE PROVISIONS OF S PLAN).	WATERFRONT YARD IS REQUIRED AND PROVIDED IN ACCORDANCE WITH SECTION 62-33	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
ET, MEASURED FROM THE	40'-0" YARD PROVIDED	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
N THE ELEVATION OF THE TOP ORE OR MEAN HIGH WATER ISTURBED IN ORDER TO	WATERFRONT YARD MATCHES ELEVATION OF BULKHEAD	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
URSUANT TO SECTION 62-52, ON, PROVIDED THAT SUCH INS, DEPENDING ON THE	N/A	N/A	N/A
C PARK, OR WATERFRONT ATERFRONT YARD AT THE ZONING LOT, THE LEVEL OF THE THE ADJACENT ZONING LOT:	THE PROPOSED WATERFRONT YARD LEVEL EXCEEDS THE LEVEL OF THE ADJACENT ZONING LOT BECAUSE IT DOES NOT ADJOIN A STREET, PUBLIC PARK, OR WATERFRONT PUBLIC ACCSES AREA.	COMPLIES	L-700 SECTIONS
	THE PROPOSED WATERFRONT YARD LEVEL EXCEEDS THE LEVEL OF THE ADJACENT ZONING LOT BY 2.32 FEET.	COMPLIES	L-700 SECTIONS
ERE THE CHAIRPERSON OF THE VATERFRONT PUBLIC ACCESS	N/A	N/A	N/A
OPOSED LEVEL OF THE LEVEL OF SUCH ADJACENT			
THE FEE OWNER OF ANY			

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45-40 VERNON BOULEVARD
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		(B)(2)(ii)(b)(2) SUBMITTED PROOF OF A LEGAL INSTRUMENT, EXECUTED BY TH ZONING LOT THAT IS ADJACENT TO THE SUBJECT WATERFRONT YARD, AND BI PARTIES IN INTEREST, THAT THE OWNER WILL DEVELOP A WATERFRONT PUBI GRADE THAT MEETS THAT OF THE ADJACENT ZONING LOTS BASED ONTHE PR SUBJECT WATERFRONT YARD AS FELCTED IN THE SUBMITTED PLAN. SUCH LEC WITH THE LAND AND SHALL BE RECORDED AGAINST ALL AFFECTED PARCELS C
62-332 (C)	PERMITTED OBSTRUCTIONS	**(C)** NO BUILDING OR OTHER STRUCTURE SHALL BE ERECTED ABOVE THE LOWI YARD. PERMITTED OBSTRUCTIONS IN WATERFRONT YARDS IN ALL DISTRICTS : OBSTRUCTIONS AS LISTED IN SECTION 23-44 (PERMITTED OBSTRUCTIONS IN F YARD EQUIVALENTS) AND 62-611.
	REQUIREMENTS OF VISUAL CORRIDORS	
62-511 (A) - (C)	LOCATION OF VISUAL CORRIDORS	VISUAL CORRIDORS SHALL BE PROVIDED FOR ZONING LOT USING THE FOLLOV
		(A) THE STREET LINES OF A STREET SHOWN ON THE CITY MAP WHICH EXTENC UPLAND STREET BOUNDING A WATERFRONT BLOCK AND TERMINATE AT A W PROLONGED AS A VISUAL CORRIDOR THROUGH ALL INTERVENING ZONING LC PROLONGED STREET WOULD INTERSECT THE SHORELINE AT AN ANGLE OF 45 THERE ARE NO EXISTING OBSTRUCTIONS BLOCKING 50 PERCENT OR MORE OF CORRIDOR THAT WOULD RESULT;
		(B) A VISUAL CORRIDOR DESIGNATED IN A WATERERONT ACCESS PLAN THAT SHALL BE MAINTAINED THROUGH THE ZONING LOT IN ACCORDANCE WITH TH PLAN; AND
		(C) THE STREET LINES OF A STREET SHOWN ON THE CITY MAP WHICH TERMIN STREET BOUNDING A WATERFRONT BLOCK, AND WHICH STREET WOULD, IF P ZONING LOT AND INTERSECT THE SHORELINE AT AN ANGLE OF 45 DEGREES O TRAVERSING AN INTERVENING ZONING LOT, SHALL BE PROLONGED AS A VISL NO EXISTING OBSTRUCTIONS BLOCKING 50 PERCENT OR MORE OF THE WIDTH THAT WOULD RESULT.
62-951(E)(8)	WAP Q1: SPECIAL VISUAL CORRIDOR PROVISIONS BY PARCEL - PARCELS 9, 10, AND 11	A VISUAL CORRIDOR, IF REQUIRED PURSUANT TO SECTION 62-51, SHALL BE LC 9, 10, OR 11 FROM VERNON BOULEVARD USING THE LOCATIONAL CRITERIA F THE UPLAND CONNECTION REQUIRED PURSUANT TO PARAGRAPH (D)(9)(ii) O
62-512	DIMENSIONS OF VISUAL CORRIDORS	THE WIDTH OF A VISUAL CORRIDOR SHALL BE DETERMINED BY THE WIDTH OI THE PROLONGATION BUT IN NO EVENT LESS THAN 50 FEET. VISUAL CORRIDO PROLONGATIONS OF STREETS SHALL BE AT LEAST 50 FEET WIDE. FOR THE PUI WIDTH, VEHICULAR TURNAROUNDS AT THE TERMINATIONS OF SUCH STREET FLANGED TREATMENTS AT INTERSECTIONS, SHALL BE OMITTED.

THE FEE OWNER OF ANY BINDING UPON ALL NECESSARY JBLIC ACCESS AREA WITH A PROPOSED LEVEL OF THE EGAL INSTRUMENT SHALL RUN S OF LAND.			
WEST LEVEL OF A WATERFRONT TS SHALL INCLUDE PERMITTED N REQUIRED YARDS OR REAR	PERMITTED OBSTRUCTIONS IN WATERFRONT YARD CONSIST OF TREES, SEATING, LIGHTING, PLANTING, LITTER RECEPTACLES, AND GUARDRAILS.	COMPLIES	
OWING METHODOLOGY:	N/A	N/A	N/A
ND SEAWARD OF THE FIRST WATERFRONT BLOCK SHALL BE LOTS TO THE WATER IF THE 45 DEGREES OR MORE AND OF THE WIDTH OF THE VISUAL	45TH ROAD EXTENDS TO THE WATER AND INTERSECTS THE SHORELINE AT AN ANGLE OF 90 DEGREES.	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
T TRAVERSES THE ZONING LOT THE PROVISIONS OF SUCH	SHARED VISUAL CORRIDOR DESIGNATED IN A WATERFRONT ACCESS PLAN AMONG PARCELS 9, 10, AND 11 – PURSUANT TO ZR 62-951 (E)(9). SEE BELOW.		
INATE AT THE FIRST UPLAND F PROLONGED, TRAVERSE THE S OR MORE WITHOUT ISUAL CORRIDOR IF THERE ARE OTH OF THE VISUAL CORRIDOR	N/A	N/A	N/A
LOCATED THROUGH PARCELS A FOR, AND COINCIDENT WITH, OF THIS SECTION	A VISUAL CORRIDOR IS PROVIDED WITHIN THE PROLONGATION OF 45TH ROAD (THE NORTHERNMOST 30 FEET OF THE ZONING LOT).	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
OF THE STREET OF WHICH IT IS ORS THAT ARE NOT THE URPOSES OF ESTABLISHING THE ETS, INCLUDING CURVED OR	30'-0" VISUAL CORRIDOR PROVIDED	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN

8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION
Date:	Revision

NORTH ARROW SCALE

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

Z-01.00

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	REQUIREMENTS	
62-52	APPLICABILITY OF WATERFRONT PUBLIC ACCESS AREA REQUIREMENTS	WATERFRONT PUBLIC ACCESS SHALL BE PROVIDED FOR ALL WATERFRONT ZON OF AT LEAST 10,000 SQUARE FEET AND A SHORELINE OF AT LEAST 100 FEET TH FOR ALL DEVELOPMENTS ON FLOATING STRUCTURES, IN ACCORDANCE WITH T FOLLOWING SECTIONS: SECTION 62-53 (REQUIREMENTS FOR SHORE PUBLIC WALKWAYS) SECTION 62-54 (REQUIREMENTS FOR PUBLIC ACCESS ON PIERS) SECTION 62-55 (REQUIREMENTS FOR PUBLIC ACCESS ON FLOATING STRUCTUR SECTION 62-56 (REQUIREMENTS FOR UPLAND CONNECTIONS) SECTION 62-57 (REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS).
62-951(B)	WAP Q1: AREA-WIDE MODIFICATIONS	THE FOLLOWING PROVISIONS SHALL APPLY TO ZONING LOTS REQUIRED TO PR PUBLIC ACCESS AREA, PURSUANT TO SECTION 62-50 (GENERAL REQUIREMENT AND WATERFRONT PUBLIC ACCESS AREAS), INCLUSIVE:
		(B)(1) SECTION 62-57 (REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AR INAPPLICABLE EXCEPT WHERE SPECIFICALLY STATED OTHERWISE IN THIS PLAN.
		(B)(2) SECTION 62-58 (REQUIREMENTS FOR WATER-DEPENDENT USES AND OTI BE INAPPLICABLE. IN LIEU THEREOF, FOR DEVELOPMENTS LISTED IN SECTION 6 WATERFRONT PUBLIC ACCESS AREA REQUIREMENTS), PARAGRAPH (B), REQUI ACCESS AREAS SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 62-53 (RE PUBLIC WALKWAY), 62-54 (REQUIREMENTS FOR PUBLIC ACCESS ON PIERS), 62- PUBLIC ACCESS ON FLOATING STRUCTURES) AND 62-56 (REQUIREMENTS FOR U MODIFIED BY THIS PLAN.
62-951(C)(1) - (4)	WAP Q1: SPECIAL WATERFRONT PUBLIC ACCESS AREA AND VISUAL CORRIDOR PROVISIONS APPLYING ON ANABLE BASIN	**(C)** THE FOLLOWING PROVISIONS SHALL APPLY TO CERTAIN DEVELOPMENTS O 12:
		(C)(1) IN THE EVENT THAT A BUILDING OR OTHER STRUCTURE, EXISTING AT THI WATERFRONT PUBLIC ACCESS AREA IS REQUIRED, IS LOCATED SO THAT THE MI PROVISIONS OF SECTIONS 62-53 AND 62-54 CANNOT BE MET WITHOUT REQUI COMPLETE DEMOLITION OF SUCH BUILDING OR OTHER STRUCTURE, THE REQU WATERFRONT PUBLIC ACCESS AREA SHALL BE REDUCED TO THE WIDTH BETWE THE WATERFRONT YARD OR LOT LINE AND THE EXISTING BUILDING OR OTHER MINIMUM WIDTH OF A SHORE PUBLIC WALKWAY SHALL BE SIX FEET AND THA CONNECTION SHALL BE 12 FEET. IN NO CASE SHALL A SHORE PUBLIC WALKWA 10 FEET FOR A CONTINUOUS DISTANCE OF MORE THAN 300 FEET
		(C)(2) IN THE EVENT THAT A BUILDING OR OTHER STRUCTURE, EXISTING AT THI PUBLIC ACCESS AREA IS REQUIRED, IS LOCATED SO THAT THE MINIMUM DIMEI PUBLIC ACCESS PURSUANT TO PARAGRAPH (C)(1) OF THIS SECTION CANNOT BE THE PARTIAL OR COMPLETE DEMOLITION OF SUCH BUILDING OR OTHER STRUC PUBLIC ACCESS AREA REQUIREMENTS FOR SUCH DEVELOPMENT SHALL BE WAI

ONING LOTS WITH A LOT AREA THAT ARE DEVELOPED AND H THE PROVISIONS OF THE URES) i).	SHORELINE IS 49 FEET < 100 FEET. HOWEVER, WATERFRONT PUBLIC ACCESS IS PROVIDED BECAUSE IT IS REQUIRED BY 62-951 (D)(9)(I) - SEE BELOW.	COMPLIES	"L-100 KEY AND DIMENSION PLAN"
PROVIDE A WATERFRONT NTS FOR VISUAL CORRIDORS	N/A	N/A	N/A
AREAS) SHALL BE AN.	N/A	N/A	N/A
OTHER DEVELOPMENTS) SHALL 62-52 (APPLICABILITY OF UIRED WATERFRONT PUBLIC REQUIREMENTS FOR SHORE 52-55 (REQUIREMENTS FOR R UPLAND CONNECTIONS), AS	N/A	N/A	N/A
ON PARCELS 8, 9, 10, 11 AND	N/A	N/A	N/A
THE TIME THAT A MINIMUM DIMENSIONAL UIRING THE PARTIAL OR QUIRED WIDTH OF SUCH A WEEN THE SEAWARD EDGE OF ER STRUCTURE. HOWEVER, THE HAT OF AN UPLAND AY HAVE A WIDTH LESS THAN	N/A	N/A	
THE TIME A WATERFRONT MENSIONAL STANDARDS FOR BE MET WITHOUT REQUIRING UCTURE, ALL WATERFRONT AIVED.	N/A	N/A	N/A

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP AB
DWG. No.:

Z-02.00

799

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
		(C)(3) A SHORE PUBLIC WALKWAY REQUIRED IN CONJUNCTION WITH A DEVELOPMENT INVOLVING EXISTING BUILDINGS OR OTHER STRUCTURES, OR REQUIRED ON ANY ZONING LOT HAVING A SHORELINE LENGTH OF LESS THAN 150 FEET, SHALL BE IMPROVED PURSUANT TO SECTION 62-62 (DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS), EXCEPT THAT THE CIRCULATION PATH AS REQUIRED IN PARAGRAPH (A)(1) OF SUCH SECTION MAY BE REDUCED TO 10 FEET AND THE AMOUNT OF PLANTING AREA AS REQUIRED IN PARAGRAPH (C)(1) OF SUCH SECTION MAY BE REDUCED TO 40 PERCENT.	SHORELINE LENGTH IS 49 FEET < 150 FEET. SHORE PUBLIC WALKWAY IS PROVIDED. CIRCULATION PATH IS 12 FEET, PER 62-62(A)(1) AND PLANTING AREA MEETS 35% REQUIEMENT, PER 62-62(c)(1)	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
		(C)(4) WITHIN ANY PORTION OF A SHORE PUBLIC WALKWAY HAVING A WIDTH OF LESS THAN 10 FEET, THE MINIMUM WIDTH OF THE CIRCULATION PATH SHALL BE SIX FEET AND ALL PLANTING REQUIREMENTS SHALL BE WAIVED.	N/A	N/A	
	REQUIREMENTS FOR SHORE PUBLIC WALKWAYS				
62-53(A) (1) - (3)	REQUIREMENTS FOR SHORE PUBLIC WALKWAYS	(A) ALL WATERFRONT ZONING LOTS MEETING THE CRITERIA SET FORTH IN SECTION 62-52 (APPLICABILITY OF WATERFRONT PUBLIC ACCESS AREA REQUIREMENTS), OR FLOATING STRUCTURES, SHALL PROVIDE A SHORE PUBLIC WALKWAY, WHICH SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:	A SHORE PUBLIC WALKWAY IS PROVIDED AND COMPLIES WITH THE FOLLOWING REQUIREMENTS:	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
	SEAWARD EDGE REQUIREMENTS	(A)(1) SUCH SHORE PUBLIC WALKWAY SHALL HAVE A SEAWARD EDGE CONTIGUOUS WITH THE SEAWARD EDGE OF THE WATERFRONT YARD AS ESTABLISHED IN SECTION 62-332 (REAR YARDS AND WATERFRONT YARDS) WITH A MINIMUM WIDTH MEASURED FROM SUCH EDGE AS SET FORTH IN PARAGRAPH (A)(2) OF THIS SECTION, OR, FOR FLOATING STRUCTURES, AS SET FORTH IN SECTION 62-55, UNLESS RELOCATION OR MODIFICATION OF WIDTH IS PERMITTED PURSUANT TO THIS SECTION;	SHORE PUBLIC WALKWAY EDGE CONDITION IS CONTIGUOUS WITH SEAWARD EDGE OF ANABLE BASIN		
	MINIMUM WIDTH REQUIREMENTS	(A)(2) SUCH SHORE PUBLIC WALKWAY SHALL HAVE A MINIMUM WIDTH OF 30 FEET FOR ZONING LOTS DEVELOPED WITH PREDOMINANTLY COMMUNITY FACILITY OR COMMERCIAL USES IN R3, R4, R5 AND C3 DISTRICTS, AND SUCH USES IN C1 AND C2 DISTRICTS MAPPED WITHIN R1 THROUGH R5 DISTRICTS; THE MINIMUM WIDTH FOR A SHORE PUBLIC WALKWAY PROVIDED FOR A ZONING LOT DEVELOPED WITH ANY USE IN ALL OTHER DISTRICTS, OTHER THAN R1 AND R2 DISTRICTS, SHALL BE 40 FEET.	40'-0" SHORE PUBLIC WALKWAY PROVIDED		
	WIDTH REDUCTION	(A)(3) THE MINIMUM WIDTH OF THE SHORE PUBLIC WALKWAY SET FORTH IN PARAGRAPH (A)(2) OF THIS SECTION MAY BE REDUCED AT THE FOLLOWING LOCATIONS PROVIDED NO SHORE PUBLIC WALKWAY IS REDUCED TO LESS THAN 10 FEET:	N/A	N/A	N/A
		(A)(3)(I) ON SHALLOW PORTIONS OF ZONING LOTS THAT ARE LESS THAN 150 FEET IN DEPTH, THE MINIMUM WIDTH OF A SHORE PUBLIC WALKWAY MAY BE REDUCED BY ONE FOOT FOR EVERY TWO FEET THAT THE LOT DIMENSION, MEASURED FROM SUCH EDGE, IS LESS THAN 150 FEET;			
		(A)(3)(II) ON NARROW PORTIONS OF PLATFORMS THAT ARE LESS THAN 150 FEET IN DEPTH BETWEEN THE WATER EDGES LOCATED PERPENDICULAR TO THE LANDWARD EDGE OF SUCH PLATFORM, THE MINIMUM WIDTH OF SUCH SHORE PUBLIC WALKWAY ALONG EACH OPPOSITE EDGE MAY BE REDUCED BY ONE FOOT FOR EVERY TWO FEET THAT THE PLATFORM DIMENSION IS LESS THAN 150 FEET;			
		(A)(3)(III) ON ZONING LOTS WHERE A TIDAL WETLAND AREA IS PROVIDED, THE [illegible] OF THE SHORE PUBLIC WALKWAY MAY BE REDUCED BY A FOOT FOR EVERY FOOT OF TIDAL WE[illegible] AREA ALONG THE SEAWARD EDGE OF THE WATERFRONT YARD UP TO SEVEN FEET. SUCH REDUC[illegible] DEPTH SHALL NOT EXTEND ALONG MORE THAN 30 PERCENT OF THE SHORELINE OF THE WATERFRONT ZONING LOT.			
62-53(B) (1) - (2)	RELOCATION OF SHORE PUBLIC WALKWAY FOR A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS	(B) IN THE CASE OF A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS, THE SHORE PUBLIC WALKWAY SHALL BE PERMITTED TO BE RELOCATED USING EITHER OF THE FOLLOWING METHODS:	N/A	N/A	N/A
	RELOCATION OF SHORE PUBLIC WALKWAY FOR A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS	(B)(1) FURTHER LANDWARD WITHIN THE DESIGNATED WETLANDS OR ITS ADJACENT REGULATED AREA IN ACCORDANCE WITH AN APPROVAL FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, IN WHICH CASE ITS WIDTH AND DESIGN SHALL BE DETERMINED BY SUCH AGENCY; OR			
	RELOCATION OF SHORE PUBLIC WALKWAY FOR A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS	(B)(2) IMMEDIATELY ADJACENT AND CONTIGUOUS TO THE LANDWARD BOUNDARY OF THE WETLANDS AREA AND ANY STATE-REGULATED ADJACENT AREA AT THE SAME ELEVATION, IN WHICH CASE ITS WIDTH SHALL BE MEASURED FROM THE SEAWARD EDGE, AS RELOCATED.			
62-53(C)	ACCESSIBILITY AND CONNECTIVITY	(C) SHORE PUBLIC WALKWAYS SHALL BE ACCESSIBLE FROM A PUBLIC SIDEWALK WITHIN A STREET, PUBLIC PARK OR OTHER ACCESSIBLE OPEN PUBLIC PLACE, ACCORDING TO THE PROVISIONS OF SECTION 62-56 (REQUIREMENTS FOR UPLAND CONNECTIONS). SHORE PUBLIC WALKWAYS SHALL CONNECT WITH SHORE PUBLIC WALKWAYS ON ADJOINING ZONING LOTS.	SHORE PUBLIC WALKWAY IS ACCESSIBLE FROM ADJOINING PUBLIC SIDE WALK OF VERNON BOULEVARD AND WILL CONNECT WITH FUTURE SHORE PUBLIC WALKWAYS ON ADJOINING ZONING LOTS.	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN.
62-53(D)	ZONING LOT DIVIDED BY A BOUNDARY BETWEEN DISTRICTS	(D) WHENEVER A ZONING LOT IS DIVIDED BY A BOUNDARY BETWEEN DISTRICTS, EACH PORTION OF THE SHORE PUBLIC WALKWAY SHALL BE GOVERNED BY THE WIDTH REQUIREMENT SPECIFIED FOR THE DISTRICT IN WHICH IT IS LOCATED; HOWEVER, THE TOTAL AREA OF REQUIRED SHORE PUBLIC WALKWAY, IN SQUARE FEET, MAY BE DISTRIBUTED ANYWHERE IN THE WATERFRONT YARD, PROVIDED THAT THE SHORE PUBLIC WALKWAY IS AT NO POINT NARROWER THAN THE LESSER OF THE WIDTHS REQUIRED BY EACH DISTRICT.	N/A	N/A	N/A
	REQUIREMENTS FOR PUBLIC ACCESS ON PIERS				
62-54(A)(1) - (3)	REQUIREMENTS FOR PUBLIC ACCESS ON PIERS	(A) ALL DEVELOPMENTS ON ZONING LOTS CONTAINING PIERS SHALL PROVIDE WATERFRONT PUBLIC ACCESS AREAS THAT MEET THE PROVISIONS OF THIS SECTION.	N/A	N/A	N/A
		(A)(1) WATERFRONT PUBLIC ACCESS AREAS ON PIERS SHALL CONSIST OF: AN AREA ALONG THE SEAWARD EDGE OF THE PIER HAVING A DEPTH MEASURED FROM SUCH SEAWARD EDGE EQUAL TO AT LEAST 25 PERCENT OF THE OVERALL LENGTH OF THE PIER. PORTIONS OF BUILDINGS MAY PROJECT INTO THE REQUIRED WATERFRONT PUBLIC ACCESS AREA; PROVIDED THAT THE AGGREGATE WIDTH OF ALL SUCH PROJECTS AT THE LEVEL OF ANY STORY DOES NOT EXCEED 50 PERCENT OF THE AGGREGATE WIDTH OF THE BUILDING. FOR THE PURPOSES OF THIS PARAGRAPH, ABUTTING BUILDINGS ON A SINGLE ZONING LOT SHALL BE CONSIDERED A SINGLE BUILDING. THE DEPTH OF THE REQUIRED WATERFRONT PUBLIC ACCESS AREA MAY BE REDUCED BY NO MORE THAN 20 PERCENT; SUCH PROJECTIONS SHALL NOT BE INCLUDED IN THE COMPUTATION OF WATERFRONT PUBLIC ACCESS AREA PROVIDED ON THE PIER. IN NO EVENT SHALL THE DEPTH OF THE PUBLIC ACCESS AREA BE LESS THAN 15 FEET;			

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ARCHITECT:
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SITE ENGINEER:
MCLAREN ENGINEERING GROUP

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

Z-03.00

008

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
		(C)(3) A SHORE PUBLIC WALKWAY REQUIRED IN CONJUNCTION WITH A DEVEL EXISTING BUILDINGS OR OTHER STRUCTURES, OR REQUIRED ON ANY ZONING LENGTH OF LESS THAN 150 FEET, SHALL BE IMPROVED PURSUANT TO SECTION REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC THAT THE CIRCULATION PATH AS REQUIRED IN PARAGRAPH (A)(1) OF SUCH SE 10 FEET AND THE AMOUNT OF PLANTING AREA AS REQUIRED IN PARAGRAPH (BE REDUCED TO 40 PERCENT.
		(C)(4) WITHIN ANY PORTION OF A SHORE PUBLIC WALKWAY HAVING A WIDTH MINIMUM WIDTH OF THE CIRCULATION PATH SHALL BE SIX FEET AND ALL PLA SHALL BE WAIVED.
	REQUIREMENTS FOR SHORE PUBLIC WALKWAYS	
62-53(A) (1) - (3)	REQUIREMENTS FOR SHORE PUBLIC WALKWAYS	**(A)** ALL WATERFRONT ZONING LOTS MEETING THE CRITERIA SET FORTH IN SEC OF WATERFRONT PUBLIC ACCESS AREA REQUIREMENTS), OR FLOATING STRUC SHORE PUBLIC WALKWAY, WHICH SHALL COMPLY WITH THE FOLLOWING REQ
	SEAWARD EDGE REQUIREMENTS	**(A)(1)** SUCH SHORE PUBLIC WALKWAY SHALL HAVE A SEAWARD EDGE CONTIG EDGE OF THE WATERFRONT YARD AS ESTABLISHED IN SECTION 62-332 (REAR Y YARDS) WITH A MINIMUM WIDTH MEASURED FROM SUCH EDGE AS SET FORT THIS SECTION, OR FOR FLOATING STRUCTURES, AS SET FORTH IN SECTION 62-5 MODIFICATION OF WIDTH IS PERMITTED PURSUANT TO THIS SECTION;
	MINIMUM WIDTH REQUIREMENTS	**(A)(2)** SUCH SHORE PUBLIC WALKWAY SHALL HAVE A MINIMUM WIDTH OF 30 DEVELOPED WITH PREDOMINANTLY COMMUNITY FACILITY OR COMMERCIAL U DISTRICTS, AND SUCH USES IN C1 AND C2 DISTRICTS MAPPED WITHIN R1 THRC MINIMUM WIDTH FOR A SHORE PUBLIC WALKWAY PROVIDED FOR A ZONING USE IN ALL OTHER DISTRICTS, OTHER THAN R1 AND R2 DISTRICTS, SHALL BE 40
	WIDTH REDUCTION	**(A)(3)** THE MINIMUM WIDTH OF THE SHORE PUBLIC WALKWAY SET FORTH IN SECTION MAY BE REDUCED AT THE FOLLOWING LOCATIONS PROVIDED NO SH REDUCED TO LESS THAN 10 FEET:
		(A)(3)(i) ON SHALLOW PORTIONS OF ZONING LOTS THAT ARE LESS THAN 150 F MINIMUM WIDTH OF A SHORE PUBLIC WALKWAY MAY BE REDUCED BY ONE F THAT THE LOT DIMENSION, MEASURED FROM SUCH EDGE, IS LESS THAN 150 F
		(A)(3)(ii) ON NARROW PORTIONS OF PLATFORMS THAT ARE LESS THAN 150 FE WATER EDGES LOCATED PERPENDICULAR TO THE LANDWARD EDGE OF SUCH WIDTH OF SUCH SHORE PUBLIC WALKWAY ALONG EACH OPPOSITE EDGE MAY FOR EVERY TWO FEET THAT THE PLATFORM DIMENSION IS LESS THAN 150 FEE
		(A)(3)(iii) ON ZONING LOTS WHERE A TIDAL WETLAND AREA IS PROVIDED, THE PUBLIC WALKWAY MAY BE REDUCED BY A FOOT FOR EVERY FOOT OF TIDAL W

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
/ELOPMENT INVOLVING G LOT HAVING A SHORELINE ON 62-62 (DESIGN IC ACCESS AREAS), EXCEPT SECTION MAY BE REDUCED TO H (C)(1) OF SUCH SECTION MAY	SHORELINE LENGTH IS 49 FEET < 150 FEET. SHORE PUBLIC WALKWAY IS PROVIDED. CIRCULATION PATH IS 12 FEET, PER 62-62(A)(1) AND PLANTING AREA MEETS 35% REQUIEMENT, PER 62-62(c)(1)	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
TH OF LESS THAN 10 FEET, THE LANTING REQUIREMENTS	N/A	N/A	
ECTION 62-52 (APPLICABILITY UCTURES, SHALL PROVIDE A EQUIREMENTS:	A SHORE PUBLIC WALKWAY IS PROVIDED AND COMPLIES WITH THE FOLLOWING REQUIREMENTS	COMPLIES	"Z-02 WPAA/ZONING LOT SITE PLAN"
IGUOUS WITH THE SEAWARD R YARDS AND WATERFRONT RTH IN PARAGRAPH (A)(2) OF 2-55, UNLESS RELOCATION OR	SHORE PUBLIC WALKWAY EDGE CONDITION IS CONTIGUOUS WITH SEAWARD EDGE OF ANABLE BASIN		
30 FEET FOR ZONING LOTS L USES IN R3, R4, R5 AND C3 IROUGH R5 DISTRICTS. THE G LOT DEVELOPED WITH ANY 40 FEET.	40'-0" SHORE PUBLIC WALKWAY PROVIDED		
IN PARAGRAPH (A)(2) OF THIS SHORE PUBLIC WALKWAY IS	N/A	N/A	N/A
0 FEET IN DEPTH, THE E FOOT FOR EVERY TWO FEET 0 FEET;			
FEET IN DEPTH BETWEEN THE H PLATFORM, THE MINIMUM AY BE REDUCED BY ONE FOOT EET;			
HE WIDTH OF THE SHORE WETLAND AREA ALONG THE			

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		PUBLIC WALKWAY MAY BE REDUCED BY A FOOT FOR EVERY FOOT OF TIDAL W SEAWARD EDGE OF THE WATERFRONT YARD UP TO SEVEN FEET. SUCH REDUC EXTEND ALONG MORE THAN 30 PERCENT OF THE SHORELINE OF THE WATERFI
62-53(B) (1) - (2)	RELOCATION OF SHORE PUBLIC WALKWAY FOR A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS	**(B)** IN THE CASE OF A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGN PUBLIC WALKWAY SHALL BE PERMITTED TO BE RELOCATED USING EITHER OF
	RELOCATION OF SHORE PUBLIC WALKWAY FOR A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS	**(B)(1)** FURTHER LANDWARD WITHIN THE DESIGNATED WETLANDS OR ITS ADJ ACCORDANCE WITH AN APPROVAL FROM THE NEW YORK STATE DEPARTMEN CONSERVATION, IN WHICH CASE ITS WIDTH AND DESIGN SHALL BE DETERMIN
	RELOCATION OF SHORE PUBLIC WALKWAY FOR A NATURAL SHORELINE WITHIN NEW YORK STATE-DESIGNATED WETLANDS	**(B)(2)** IMMEDIATELY ADJACENT AND CONTIGUOUS TO THE LANDWARD BOUN AREA AND ANY STATE-REGULATED ADJACENT AREA AT THE SAME ELEVATION, SHALL BE MEASURED FROM THE SEAWARD EDGE, AS RELOCATED.
62-53(C)	ACCESSIBILITY AND CONNECTIVITY	**(C)** SHORE PUBLIC WALKWAYS SHALL BE ACCESSIBLE FROM A PUBLIC SIDEWAL PARK OR OTHER ACCESSIBLE OPEN PUBLIC PLACE, ACCORDING TO THE PROVIS (REQUIREMENTS FOR UPLAND CONNECTIONS). SHORE PUBLIC WALKWAYS SH PUBLIC WALKWAYS ON ADJOINING ZONING LOTS.
62-53(D)	ZONING LOT DIVIDED BY A BOUNDARY BETWEEN DISTRICTS	**(D)** WHENEVER A ZONING LOT IS DIVIDED BY A BOUNDARY BETWEEN DISTRICT SHORE PUBLIC WALKWAY SHALL BE GOVERNED BY THE WIDTH REQUIREMENT IN WHICH IT IS LOCATED. HOWEVER, THE TOTAL AREA OF REQUIRED SHORE PU FEET, MAY BE DISTRIBUTED ANYWHERE IN THE WATERFRONT YARD, PROVIDEI WALKWAY IS AT NO POINT NARROWER THAN THE LESSER OF THE WIDTHS REC
	REQUIREMENTS FOR PUBLIC ACCESS ON PIERS	
62-54(A)(1) - (3)	REQUIREMENTS FOR PUBLIC ACCESS ON PIERS	**(A)** ALL DEVELOPMENTS ON ZONING LOTS CONTAINING PIERS SHALL PROVIDE ACCESS AREAS THAT MEET THE PROVISIONS OF THIS SECTION.
		(A)(1) WATERFRONT PUBLIC ACCESS AREAS ON PIERS SHALL CONSIST OF: AN A EDGE OF THE PIER HAVING A DEPTH MEASURED FROM SUCH SEAWARD EDGE PERCENT OF THE OVERALL LENGTH OF THE PIER. PORTIONS OF BUILDINGS MA REQUIRED WATERFRONT PUBLIC ACCESS AREA, PROVIDED THAT THE AGGREG PROJECTS AT THE LEVEL OF ANY STORY DOES NOT EXCEED 50 PERCENT OF THE BUILDING. FOR THE PURPOSES OF THIS PARAGRAPH, ABUTTING BUILDINGS ON SHALL BE CONSIDERED A SINGLE BUILDING. THE DEPTH OF THE REQUIRED WA AREA MAY BE REDUCED BY NO MORE THAN 20 PERCENT; SUCH PROJECTIONS THE COMPUTATION OF WATERFRONT PUBLIC ACCESS AREA PROVIDED ON TH THE DEPTH OF THE PUBLIC ACCESS AREA BE LESS THAN 15 FEET;

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WETLAND AREA ALONG THE UCTION IN DEPTH SHALL NOT RFRONT ZONING LOT.			
GNATED WETLANDS, THE SHORE IF THE FOLLOWING METHODS:	N/A	N/A	N/A
DJACENT REGULATED AREA IN ENT OF ENVIRONMENTAL IINED BY SUCH AGENCY; OR			
JNDARY OF THE WETLANDS IN, IN WHICH CASE ITS WIDTH			
ALK WITHIN A STREET, PUBLIC VISIONS OF SECTION 62-56 SHALL CONNECT WITH SHORE	SHORE PUBLIC WALKWAY IS ACCESSIBLE FROM ADJOINING PUBLIC SIDEWALK OF VERNON BOULEVARD AND WILL CONNECT WITH FUTURE SHORE PUBLIC WALKWAYS ON ADJOINING ZONING LOTS.	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
ICTS, EACH PORTION OF THE NT SPECIFIED FOR THE DISTRICT PUBLIC WALKWAY, IN SQUARE DED THAT THE SHORE PUBLIC REQUIRED BY EACH DISTRICT.	N/A	N/A	N/A
DE WATERFRONT PUBLIC	N/A	N/A	N/A
N AREA ALONG THE SEAWARD GE EQUAL TO AT LEAST 25 MAY PROJECT INTO THE EGATE WIDTH OF ALL SUCH THE AGGREGATE WIDTH OF THE ON A SINGLE ZONING LOT VATERFRONT PUBLIC ACCESS NS SHALL NOT BE INCLUDED IN THE PIER. IN NO EVENT SHALL			

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Date	Revison
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKD BY: RP, AB
DWG. No:

Z-03.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	REQUIREMENTS FOR PUBLIC ACCESS ON PIERS	**(A)(2)** AN AREA ALONG THE LANDWARD PORTION OF THE PIER, HAVING A DEPTH OF 40 FEET, MEASURED SEAWARD FROM THE BULKHEAD, STABILIZED OR NATURAL SHORELINE, OR PLATFORM EDGE FROM WHICH THE PIER PROJECTS. THE DEPTH OF SUCH AREA, HOWEVER, NEED NOT EXCEED 25 PERCENT OF THE LENGTH OF THE PIER. IN NO EVENT SHALL THE DEPTH OF SUCH AREA BE REDUCED TO LESS THAN 15 FEET; OR	N/A	N/A	N/A
		(A)(3) AN AREA ALONG ALL OTHER WATER EDGES OF THE PIER, HAVING A DEPTH OF 15 FEET MEASURED FROM SUCH EDGES. FOR PORTIONS OF PIERS WIDER THAN 80 FEET, THE DEPTH ALONG THE EDGES OF SUCH PORTION SHALL BE INCREASED BY THREE INCHES FOR EACH ADDITIONAL FOOT OF PIER WIDTH OVER 80 FEET, BUT NEED NOT EXCEED A TOTAL OF 50 FEET, IN AGGREGATE; FOR ALL OTHER EDGES, SUCH AREAS ALONG WATER EDGES WHICH ARE DIRECTLY OPPOSITE EACH OTHER MAY BE AGGREGATED SO THAT THE ENTIRE AREA IS ALONG ONE EDGE. ALTERNATIVELY, THE REQUIRED AREA MAY ALSO BE ALLOCATED TO SUCH OPPOSITE EDGES SO THAT THE TOTAL AGGREGATE DEPTH IS MAINTAINED WITH A MINIMUM 15 FOOT DEPTH ALONG ANY EDGE.			
62-54(B)		**(B)** NOTWITHSTANDING THE REQUIREMENTS OF PARAGRAPH (A) OF THIS SECTION, WHEN A PIER IS DEVELOPED PREDOMINANTLY WITH A PLAYGROUND OR PRIVATE PARK, THE WATERFRONT PUBLIC ACCESS AREA REQUIREMENT ON THE PIER, PURSUANT TO SECTIONS 62-52 (APPLICABILITY OF WATERFRONT PUBLIC ACCESS REA REQUIREMENTS) AND 62-60 (DESIGN REQUIREMENTS FOR WATERFRONT PUBLIC ACCESS AREAS), INCLUSIVE, SHALL BE DEEMED TO BE SATISFIED BY SUCH USE.	N/A	N/A	N/A
		PIER PUBLIC ACCESS AREAS SHALL BE DIRECTLY ACCESSIBLE FROM A WATERFRONT PUBLIC ACCESS AREA, PUBLIC SIDEWALK WITHIN AN OPEN STREET, PUBLIC PARK OR OTHER ACCESSSIBLE PUBLIC PLACE, OR OTHER PUBLIC ACCESS ARE A. FOR PIERS DEVELOPED PREDOMINANTLY WITH A PLAYYGROUND OR PRIVATE PARK, THE MINIMUM WIDTH OF SUCH CONNECTION SHALL BE EQUAL TO AT LEAST 50 PERCENT OF THE WIDTH OF A PIER WHERE IT PROJECTS FROM THE BULKHEAD STABILIZED OR NATURAL SHORELINE, OR PLATFORM EDGE.			
	REQUIREMENTS FOR PUBLIC ACCESS ON FLOATING STRUCTURES				
62-55(A)	PUBLIC ACCESS REQUIREMENTS FOR FLOATING STRUCTURE DEVELOPMENTS	ALL DEVELOPMENTS ON FLOATING STRUCTURES PERMITTED AS-OF-RIGHT, PURSUANT TO SECTION 62-25, SHALL PROVIDE WATERFRONT PUBLIC ACCESS AREAS IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. DEVELOPMENTS SUBJECT TO A SPECIAL PERMIT PURSUANT TO SECTION 62-834 SHALL PROVIDE PUBLIC ACCESS IN ACCORDANCE WITH A PLAN ESTABLISHED PURSUANT TO SUCH SPECIAL PERMIT.	N/A	N/A	N/A
		(A) PUBLIC ACCESS IN CONJUNCTION WITH A DEVELOPMENT OF A FLOATING STRUCTURE SHALL CONSIST OF A 30 FOOT WIDE SHORE PUBLIC WALKWAY ALONG THE ENTIRE LENGTH OF THE SHORELINE, INCLUDING THE WATER EDGE PERIMETER OF A PLATFORM PROJECTING FROM ANY PORTION OF THE SHORELINE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 62-53. IN THE EVENT THAT THERE IS AN ADDITIONAL DEVELOPMENT ON THE ZONING LOT REQUIRING A 40 FOOT WIDTH, THE GREATER WIDTH SHALL BE PROVIDED.			
62-55(B)	PUBLIC ACCESS REQUIREMENTS FOR FLOATING STRUCTURE DEVELOPMENTS	**(B)** WHEN THE PRIMARY ENTRANCE TO A FLOATING STRUCTURE IS LOCATED ON A PIER, AND THERE IS NO OTHER DEVELOPMENT ON THE PIER THAT WOULD REQUIRE PIER PUBLIC ACCESS, A 15-FOOT-WIDE PUBLIC ACCESS AREA SHALL BE PROVIDED IN ADDITION TO THE SHORE PUBLIC WALKWAY, ALONG THE FULL LENGTH OF ONE OF THE LONGER WATER EDGES OF THE PIER. SUCH PUBLIC ACCESS AREA SHALL BE DIRECTLY CONNECTED TO THE SHORE PUBLIC WALKWAY.			
	REQUIREMENTS FOR UPLAND CONNECTIONS				
62-56	REQUIREMENTS FOR UPLAND CONNECTIONS	ALL WATERFRONT PUBLIC ACCESS AREAS PROVIDED PURSUANT TO SECTIONS 62-53 (REQUIREMENTS FOR SHORE PUBLIC WALKWAYS), 62-54 (REQUIREMENTS FOR PUBLIC ACCESS ON PIERS) OR 62-55 (REQUIREMENTS FOR PUBLIC ACCESS ON FLOATING STRUCTURES) SHALL BE ACCESSIBLE FROM AN OPEN STREET, PUBLIC PARK OR OTHER PUBLIC PLACE AT INTERVALS ALONG THE SHORE PUBLIC WALKWAY NOT TO EXCEED 600 FEET BY MEANS OF EITHER DIRECT CONNECTION OR, WHERE NO DIRECTION CONNECTION EXISTS, AN UPLAND CONNECTION BETWEEN THE SHORE PUBLIC WALKWAY AND AN ADJOINING PUBLIC SIDEWALK WITHIN AN OPEN STREET, PUBLIC PARK OR OTHER PUBLIC PLACE.	AN UPLAND CONNECTION IS NOT REQUIRED BECAUSE THE SHORELINE LENGTH OF 49 FEET IS LESS THAN 100 FEET. SEE 62-551(d)(9)(ii) BELOW. HOWEVER, A VOLUNTARY INTERIM UPLAND CONNECTION IS PROVIDED, WITH A MINIMUM 12-FOOT WIDE PATH, CONNECTING THE SHORE PUBLIC WALKWAY WITH THE SIDEWALK OF VERNON BOULEVARD.	COMPLIES	L-100 KEY AND DIMENSION PLAN
		WHERE THERE IS AN INTERVENING ZONING LOT THAT WOULD PREVENT COMPLIANCE WITH THE MAXIMUM INTERVAL, SUCH INTERVAL MAY BE INCREASED TO THE MINIMUM NECESSARY TO CLEAR THE INTERVENING ZONING LOT. IN THE EVENT THERE IS NO WAY TO PROVIDE THE UPLAND CONNECTION WITHOUT ENCROACHING ON INTERVENING ZONING LOT, THE UPLAND CONNECTION SHALL NOT BE REQUIRED.	N/A	N/A	N/A
62-561 (A)(1) - (3)	TYPES OF UPLAND CONNECTIONS	UPLAND CONNECTIONS SHALL BE PROVIDED AS A SINGLE PEDESTRIAN WALKWAY PURSUANT TO PARAGRAPH (A) OF THIS SECTION OR AS TWO PEDESTRIAN WALKWAYS PURSUANT TO PARAGRAPH (B) OF THIS SECTION.	N/A	N/A	N/A
	SINGLE PEDESTRIAN WALKWAY (TYPE 1)	**(A)(1)** THE MINIMUM WIDTH OF AN UPLAND CONNECTION PROVIDED IN THE FORM OF A SINGLE PEDESTRIAN WALKWAY (HEREINAFTER REFERRED TO AS TYPE 1) SHALL BE SET FORTH IN THE TABLE IN THIS SECTION. SUCH WIDTHS SHALL BE INCREASED BY 20 FEET WITHIN 15 FEET OF A STREET, PUBLIC PARK, OR OTHER PUBLIC PLACE, HEREINAFTE REFERRED TO AS AN ENTRY AREA.			
		SUCH WIDTHS MAY BE REDUCED ON ZONING LOTS HAVING A LOY WIDTH LESS THAN 150 FEET; THE MINIMUM WIDTH OF A SINGLE PEDESTRIAN WALKWAY MAY BE REDUCED BY AN AMOUNT EQUAL TO ONE FOOT FOR EACH TWO FEET THAT THE LOT IS LESS THAN 150 FEET. HOWEVER, IN NO EVENT SHALL THE WIDTH BE LESS THAN THE REDUCED MINIMUM WIDTH SPECIFIED IN THE TABLE. THE MINIMUM WIDTH FOR TYPE-1 UPLAND CONNECTIONS IN DISTRICT M1 SHALL BE A MINIMUM WIDTH OF 30 FEET AND A REDUCED MINIMUM WIDTH OF 16 FEET.			
		(A)(2) WHERE AN UPLAND CONNECTION DOES NOT COINCIDE WITH A VISUAL CORRIDOR, A 20 FOOT WIDE OPEN AREA SHALL BE REQUIRED SEAWARD OF THE ENTRY AREA, AND SHALL EXTEND ALONG THE ENTIRE REMAINING LENGTH OF THE UPLAND CONNECTION BUT NEED NOT BE PUBLICLY ACCESSIBLE. THIS OPEN AREA MAY BE LOCATED ON EITHER SIDE OF THE UPLAND CONNECTION OR AGGREGATED IN ANY COMBINATION, SO THAT THE TOTAL WIDTH OF THE OPEN AREA, AT ANY POINT ALONG THE UPLAND CONNECTION, IS 20 FEET. SUCH INCREASED WIDTHS MAY BE MODIFIED IN ACCORDANCE WITH THE REDUCED MINIMUM WIDTH PROVISION IN PARAGRAPH (A)(1) OF THIS SECTION.			

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1 6/20/21	DCP 1ST SUBMISSION
1 7/9/21	DCP 2ND SUBMISSION
2 9/9/21	DCP 3RD SUBMISSION
3 11/1/21	DCP 4TH SUBMISSION
No.	Revision

SCALE: AS NOTED

SEAL & SIGNATURE

DRAWING TITLE:
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

DATE: OCTOBER 9, 2023
PROJECT No.
DRAWN BY: LZ
CHECKED BY: AS
DWG No.
Z-04.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	REQUIREMENTS FOR PUBLIC ACCESS ON PIERS	**(A)(2)** AN AREA ALONG THE LANDWARD PORTION OF THE PIER, HAVING A I SEAWARD FROM THE BULKHEAD, STABILIZED OR NATURAL SHORELINE, OR THE PIER PROJECTS. THE DEPTH OF SUCH AREA, HOWEVER, NEED NOT EXC OF THE PIER. IN NO EVENT SHALL THE DEPTH OF SUCH AREA BE REDUCED T
		(A)(3) AN AREA ALONG ALL OTHER WATER EDGES OF THE PIER, HAVING A I FROM SUCH EDGES. FOR PORTIONS OF PIERS WIDER THAN 80 FEET, THE DI SUCH PORTION SHALL BE INCREASED BY THREE INCHES FOR EACH ADDITIO 80 FEET, BUT NEED NOT EXCEED A TOTAL OF 60 FEET, IN AGGREGATE, FOR ALONG WATER EDGES WHICH ARE DIRECTLY OPPOSITE EACH OTHER MAY I ENTIRE AREA IS ALONG ONE EDGE. ALTERNATIVELY, THE REQUIRED AREA M SUCH OPPOSITE EDGES SO THAT THE TOTAL AGGREGATE DEPTH IS MAINTA FOOT DEPTH ALONG ANY EDGE.
62-54(B)		**(B)** NOTWITHSTANDING THE REQUIREMENTS OF PARAGRAPH (A) OF THIS S DEVELOPED PREDOMINANTLY WITH A PLAYGROUND OR PRIVATE PARK, TH AREA REQUIREMENT ON THE PIER, PURSUANT TO SECTIONS 62-52 (APPLIC PUBLIC ACCESS REA REQUIREMENTS) AND 62-60 (DESIGN REQUIREMENTS ACCESS AREAS), INCLUSIVE, SHALL BE DEEMED TO BE SATISFIED BY SUCH U
		PIER PUBLIC ACCESS AREAS SHALL BE DIRECTLY ACCESSIBLE FROM A WATEI PUBLIC SIDEWALK WITHIN AN OPEN STREET, PUBLIC PARK OR OTHER ACCE OTHER PUBLIC ACCESS AREA. FOR PIERS DEVELOPED PREDOMINANTLY WI PARK, THE MINIMUM WIDTH OF SUCH CONNECTION SHALL BE EQUAL TO A WIDTH OF A PIER WHERE IT PROJECTS FROM THE BULKHEAD STABILIZED O PLATFORM EDGE.
	REQUIREMENTS FOR PUBLIC ACCESS ON FLOATING STRUCTURES	
62-55(A)	PUBLIC ACCESS REQUIREMENTS FOR FLOATING STRUCTURE DEVELOPMENTS	ALL DEVELOPMENTS ON FLOATING STRUCTURES PERMITTED AS-OF-RIGHT, SHALL PROVIDE WATERFRONT PUBLIC ACCESS AREAS IN ACCORDANCE WI SECTION. DEVELOPMENTS SUBJECT TO A SPECIAL PERMIT PURSUANT TO SI PUBLIC ACCESS IN ACCORDANCE WITH A PLAN ESTABLISHED PURSUANT TC
		(A) PUBLIC ACCESS IN CONJUNCTION WITH A DEVELOPMENT OF A FLOATIN OF A 30 FOOT WIDE SHORE PUBLIC WALKWAY ALONG THE ENTIRE LENGTH THE WATER EDGE PERIMETER OF A PLATFORM PROJECTING FROM ANY PO ACCORDANCE WITH THE PROVISIONS OF SECTION 62-53. IN THE EVENT TH DEVELOPMENT ON THE ZONING LOT REQUIRING A 40 FOOT WIDTH, THE G PROVIDED.
62-55(B)	PUBLIC ACCESS REQUIREMENTS FOR FLOATING STRUCTURE DEVELOPMENTS	**(B)** WHEN THE PRIMARY ENTRANCE TO A FLOATING STRUCTURE IS LOCATE OTHER DEVELOPMENT ON THE PIER THAT WOULD REQUIRE PIER PUBLIC A ACCESS AREA SHALL BE PROVIDED IN ADDITION TO THE SHORE PUBLIC WA LENGTH OF ONE OF THE LONGER WATER EDGES OF THE PIER. SUCH PUBLIC DIRECTLY CONNECTED TO THE SHORE PUBLIC WALKWAY

T	PROPOSED	COMPLIANCE	DRAWING REFERENCE
A DEPTH OF 40 FEET, MEASURED OR PLATFORM EDGE FROM WHICH XCEED 25 PERCENT OF THE LENGTH D TO LESS THAN 15 FEET; OR	N/A	N/A	N/A
A DEPTH OF 15 FEET MEASURED DEPTH ALONG THE EDGES OF IONAL FOOT OF PIER WIDTH OVER OR ALL OTHER EDGES. SUCH AREAS Y BE AGGREGATED SO THAT THE A MAY ALSO BE ALLOCATED TO ITAINED WITH A MINIMUM 15			
S SECTION, WHEN A PIER IS THE WATERFRONT PUBLIC ACCESS LICABILITY OF WATERFRONT TS FOR WATERFRONT PUBLIC I USE.	N/A	N/A	N/A
TERFRONT PUBLIC ACCESS AREA, CESSSIBLE PUBLIC PLACE, OR VITH A PLAYYGROUND OR PRIVATE D AT LEAST 50 PERCENT OF THE OR NATURAL SHORELINE, OR			
HT, PURSUANT TO SECTION 62-25, VITH THE PROVISIONS OF THIS SECTION 62-834 SHALL PROVIDE TO SUCH SPECIAL PERMIT.	N/A	N/A	N/A
TING STRUCTURE SHALL CONSIST TH OF THE SHORELINE, INCLUDING PORTION OF THE SHORELINE IN THAT THERE IS AN ADDITIONAL GREATER WIDTH SHALL BE			
TED ON A PIER, AND THERE IS NO ACCESS, A 15 FOOT WIDE PUBLIC VALKWAY, ALONG THE FULL LIC ACCESS AREA SHALL BE			

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		LENGTH OF ONE OF THE LONGER WATER EDGES OF THE PIER. SUCH PUBLIC DIRECTLY CONNECTED TO THE SHORE PUBLIC WALKWAY.
	REQUIREMENTS FOR UPLAND CONNECTIONS	
62-56	REQUIREMENTS FOR UPLAND CONNECTIONS	ALL WATERFRONT PUBLIC ACCESS AREAS PROVIDED PURSUANT TO SECTIO SHORE PUBLIC WALKWAYS), 62-54 (REQUIREMENTS FOR PUBLIC ACCESS O (REQUIREMENTS FOR PUBLIC ACCESS ON FLOATING STRUCTURES) SHALL B STREET, PUBLIC PARK OR OTHER PUBLIC PLACE AT INTERVALS ALONG THE S TO EXCEED 600 FEET BY MEANS OF EITHER DIRECT CONNECTION OR, WHEI EXISTS, AN UPLAND CONNECTION BETWEEN THE SHORE PUBLIC WALKWAY SIDEWALK WITHIN AN OPEN STREET, PUBLIC PARK OR OTHER PUBLIC PLAC
		WHERE THERE IS AN INTERVENING ZONING LOT THAT WOULD PREVENT CC MAXIMUM INTERVAL, SUCH INTERVAL MAY BE INCREASED TO THE MINIMU INTERVENING ZONING LOT. IN THE EVEN THERE IS NO WAY TO PROVIDE TH WITHOUT ENCROACHING ON INTERVENING ZONING LOT, THE UPLAND CO REQURED.
62-561 (A)(1) - (3)	TYPES OF UPLAND CONNECTIONS	UPLAND CONNECTIONS SHALL BE PROVIDED AS A SINGLE PEDESTRIAN WAI PARAGRAPH (A) OF THIS SECTION OR AS TWO PEDESTRIAN WALKWAYS PU THIS SECTION.
	SINGLE PEDESTRIAN WALKWAY (TYPE 1):	**(A)(1)** THE MINIMUM WIDTH OF AN UPLAND CONNECTION PROVIDED IN T PEDESTRIAN WALKWAY (HEREINAFTER REFERRED TO AS TYPE 1) SHALL BE S SECTION. SUCH WIDTHS SHALL BE INCREASED BY 20 FEET WITHIN 15 FEET O OTHER PUBLIC PLACE, HEREINAFTE REFERRED TO AS AN ENTRY AREA.
		SUCH WIDTHS MAY BE REDUCED ON ZONING LOTS HAVING A LOY WIDTH L MINIMUM WIDTH OF A SINGLE PEDESTRIAN WALKWAY MAY BE REDUCED FOOT FOR EACH TWO FEET THAT THE LOT IS LESS THAN 150 FEET. HOWEVE WIDTH BE LESS THAN THE REDUCED MINIMUM WIDTH SPECIFIED IN THE T. FOR TYPE 1 UPLAND CONNECTIONS IN DISTRICT M1 SHALL BE A MINIMUM REDUCED MINIMUM WIDTH OF 16 FEET.
		(A)(2) WHERE AN UPLAND CONNECTION DOES NOT COINCIDE WITH A VISU OPEN AREA SHALL BE REQUIRED SEAWARD OF THE ENTRY AREA, AND SHAI REMAINING LENGTH OF THE UPLAND CONNECTION BUT NEED NOT BE PUB AREA MAY BE LOCATED ON EITHER SIDE OF THE UPLAND CONNECTION OR COMBINATION, SO THAT THE TOTAL WIDTH OF THE OPEN AREA, AT ANY PO CONNECTION, IS 20 FEET. SUCH INCREASED WIDTHS MAY BE MODIFIED IN REDUCED MINIMUM WIDTH PROVISION IN PARAGRAPH (A)(1) OF THIS SEC

LIC ACCESS AREA SHALL BE			
TIONS 62-53 (REQUIREMENTS FOR ON PIERS) OR 62-55 BE ACCESSIBLE FROM AN OPEN IE SHORE PUBLIC WALKWAY NOT HERE NO DIRECTION CONNECTION 'AY AND AN ADJOINING PUBLIC ACE.	AN UPLAND CONNECTION IS NOT REQUIRED BECAUSE THE SHORELINE LENGTH OF 49 FEET IS LESS THAN 100 FEET. SEE 62-951(d)(9)(II) BELOW. HOWEVER, A VOLUNTARY INTERIM UPLAND CONNECTION IS PROVIDED, WITH A MINIMUM 12-FOOT WIDE PATH, CONNECTING THE SHORE PUBLIC WALKWAY WITH THE SIDEWALK OF VERNON BOULEVARD.	COMPLIES	L-100 KEY AND DIMENSION PLAN
COMPLIANCE WITH THE MUM NECESESARY TO CLEAR THE THE UPLAND CONNECTION ONNECTION SHALL NOT BE	N/A	N/A	N/A
VALKWAY PURSUANT TO PURSUANT TO PARAGRAPH (B) OF	N/A	N/A	N/A
N THE FORM OF A SINGLE E SET FORTH IN THE TABLE IN THIS T OF A STREET, PUBLIC PARK, OR			
H LESS THAN 150 FEET, THE D BY AN AMOUNT EQUAL TO ONE VER, IN NO EVENT SHALL THE TABLE. THE MINIMUM WIDTH IM WIDTH OF 30 FEET AND A			
ISUAL CORRIDOR, A 20 FOOT WIDE HALL EXTEND ALONG THE ENTIRE UBLICLY ACCESSIBLE. THIS OPEN OR AGGREGATED IN ANY POINT ALONG THE UPLAND IN ACCORDANCE WITH THE ECTION.			

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECK'D BY: RP; AB;
DWG. No.:

Z-04.00

608

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	SINGLE PEDESTRIAN WALKWAY (TYPE 1)	(A)(3) WHERE AN UPLAND CONNECTION TRAVERSES PORTIONS OF A ZONING LOT LOCATED IN DISTRICTS IN WHICH DIFFERENT WIDTH REQUIREMENTS APPLY, THE WIDTH OF THE UPLAND CONNECTION SHALL BE COMPUTED AS THE WEIGHTED AVERAGE BASED ON THE LENGTH OF THE UPLAND CONNECTION IN EACH DISTRICT.	N/A	N/A	N/A
62-561 (B)(1) - (3)	TWO PEDESTRIAN WALKWAYS (TYPE 2)	(B)(1) THE MINIMUM WIDTH OF AN UPLAND CONNECTION PROVIDED IN THE FORM OF TWO PEDESTRIAN WALKWAYS, ONE ON EACH SIDE OF THE ROADBED OF A PRIVATE DRIVEWAY (HEREINAFTER REFERRED TO AS TYPE 2), SHALL BE 13 FEET FOR EACH SUCH WALKWAY. HOWEVER, WHERE A PRIVATE DRIVEWAY TERMINATES IN A VEHICULAR TURNAROUND, THE MINIMUM WIDTH OF THE UPLAND CONNECTION ABUTTING SUCH TURNAROUND SHALL BE 10 FEET.			
		(B)(2) IN ADDITION, A TRANSITION AREA SHALL BE PROVIDED WHICH SHALL HAVE A WIDTH EQUAL TO THE COMBINED WIDTH OF THE TYPE 2 UPLAND CONNECTION AND THE ROADBED, AND SHALL EXTEND FOR A DISTANCE OF 40 FEET MEASURED FROM THE TERMINATION OF SUCH ROADBED IN THE DIRECTION OF THE SHORE PUBLIC WALKWAY, AS SHOWN IN ILLUSTRATIONS 1 AND 2 IN THIS SECTION, FOR ROADBEDS THAT TURN AND ROADBEDS THAT TERMINATE IN A TURNAROUND, RESPECTIVELY.			
		(B)(3) SUCH TRANSITION AREA IS NOT REQUIRED FOR ROADBEDS THAT TURN AND ARE LOCATED WITHIN 15 FEET OF A SHORE PUBLIC WALKWAY, OR FOR WATERFRONT ZONING LOTS THAT ARE LESS THAN 255 FEET IN DEPTH AND 260 FEET IN WIDTH. HOWEVER, FOR WATERFRONT ZONING LOTS THAT ARE LESS THAN 255 FEET IN DEPTH AND 260 FEET IN WIDTH, AN AREA OF AT LEAST 10 FEET IN WIDTH SHALL BE PROVIDED BETWEEN THE EDGE OF THE ROADBED AND THE UPLAND BOUNDARY OF THE SHORE PUBLIC WALKWAY.			
62-951(D)(9)(II)	**MAP Q1: SPECIAL PUBLIC ACCESS PROVISIONS BY PARCEL**	(D)(9) PARCELS 9, 10, AND 11	N/A	N/A	N/A
	UPLAND CONNECTION	(D)(9)(II) EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS SECTION AND ON ANY ZONING LOT WITH A SHORELINE LENGTH LESS THAN 100 FEET, AN UPLAND CONNECTION SHALL BE PROVIDED BETWEEN VERNON BOULEVARD AND THE SHORE PUBLIC WALKWAY WITHIN THE FLEXIBLE LOCATION ZONE SHOWN ON MAP Q-1B, HAVING AS ITS NORTHERLY BOUNDARY THE WESTERLY PROLONGATION OF THE SOUTHERLY STREET LINE OF 45TH AVENUE AND AS ITS SOUTHERLY BOUNDARY THE WESTERLY PROLONGATION OF THE SOUTHERLY STREET LINE OF 45TH ROAD. IN THE EVENT THAT PARCELS 10 AND 11 ARE DEVELOPED AS A SINGLE ZONING LOT AND THE UPLAND CONNECTION HAS NOT BEEN PROVIDED PRIOR TO SUCH DEVELOPMENT OF PARCELS 10 AND 11, THE UPLAND CONNECTION SHALL BE LOCATED WITHIN THE WESTERLY PROLONGATION OF 45TH ROAD. NOTWITHSTANDING THE REQUIREMENTS OF SECTION 62-56 (REQUIREMENTS FOR UPLAND CONNECTIONS), ON ANY ZONING LOT HAVING A SHORELINE LENGTH OF LESS THAN 150 FEET, THE REQUIRED WIDTH OF AN UPLAND CONNECTION MAY BE REDUCED TO 16 FEET CONSISTING OF A 10 FOOT WIDE CIRCULATION PATH WITH THE REMAINING AREA TO BE PLANTED. IN ADDITION, THE WIDTH MAY BE FURTHER REDUCED, AS PERMITTED PURSUANT TO PARAGRAPH (C)(1) OF THIS SECTION	NO UPLAND CONNECTION REQUIRED FOR LOT 8 BECAUSE THE SHORELINE IS LESS THAN 100 FEET. VOLUNTARY INTERIM UPLAND CONNECTION HAS BEEN PROVIDED	N/A	"Z-02 WPAA/ZONING LOT SITE PLAN"
	REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS				
62-57 (A)	AREA CALCULATIONS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	(A) IF THE AGGREGATE AREA OF THE REQUIRED SHORE PUBLIC WALKWAYS, UPLAND CONNECTIONS, PUBLIC ACCESS AREAS ON PIERS, AND PUBLIC ACCESS AREAS IN CONJUNCTION WITH LOADING STRUCTURES ON THE ZONING LOT, IS LESS BY 750 SQUARE FEET OR MORE THAN AMOUNT OF WATERFRONT PUBLIC ACCESS AREA REQUIRED BY THE TABLE IN THIS SECTION, THEN SUPPLEMENTAL PUBLIC ACCESS AREAS SHALL BE PROVIDED IN ORDER TO MEET THE TOTAL AMOUNT OF WATERFRONT PUBLIC ACCESS AREA REQUIRED BY THE TABLE. HOWEVER, WHEN A ZONING LOT IS DEVELOPED PREDOMINANTLY AS A PLAYGROUND OR PUBLICLY ACCESSIBLE PRIVATE PARK, THE REQUIREMENTS OF THIS SECTION SHALL BE DEEMED TO BE SATISFIED BY SUCH USE.	N/A	N/A	N/A
62-57 (B)	SUPPLEMENTAL PUBLIC ACCESS AREAS REQUIREMENTS WITHIN WETLANDS	(B) WHERE SUPPLEMENTAL PUBLIC ACCESS AREAS ARE REQUIRED WITHIN NEW YORK STATE-DESIGNATED WETLANDS OR ADJACENT STATE-REGULATED AREAS, THE AREA REQUIREMENTS AND THE DESIGN STANDARDS FOR SUCH SUPPLEMENTAL PUBLIC ACCESS AREAS MAY BE REDUCED OR MODIFIED BY THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.	N/A	N/A	N/A
		SUPPLEMENTAL PUBLIC ACCESS AREAS SHALL NOT BE REQUIRED WHERE THE TOTAL AREA OF SUCH DESIGNATED WETLANDS AND ADJACENT STATE REGULATED AREAS ON THE ZONING LOT IS EQUAL TO OR GREATER THAN THE TOTAL SUPPLEMENTAL PUBLIC ACCESS AREA REQUIREMENT AND THE DEPARTMENT OF ENVIRONMENTAL CONSERVATIN DETERMINES THAT PUBLIC ACCESS TO SUCH AREAS IS NOT PERMITTED.			
62-57 (C)	DISTRICT BOUNDARY REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	(C) WHENEVER A ZONING LOT IS DIVIDED BY BOUNDARY BETWEEN DISTRICTS IN WHICH DIFFERENT THRESHOLDS APPLY PURSUANT TO THE TABLE IN THIS SECTION, THE WATERFRONT PUBLIC ACCESS AREA REQUIREMENT SHALL BE MET FOR THE ENTIRE ZONING LOT, PROVIDED THAT:	N/A	N/A	N/A
		(C)(1) THE LOT AREA OR LENGTH OF SHORELINE FOR THE ENTIRE ZONING LOT IS GREATER THAN THE LOWEST THRESHOLD IN EITHER DISTRICT FOR WHICH THERE IS A TOTAL WATERFRONT PUBLIC ACCESS AREA REQUIREMENT;			
		(C)(2) THE TOTAL LOT AREA OR LENGTH OF SHORELINE FOR THE ENTIRE ZONING LOT IS GREATER THAN THE LOWEST THRESHOLD IN EITHER DISTRICT FOR WHICH THERE IS A TOTAL WATERFRONT PUBLIC ACCESS AREA REQUIREMENTS.			
62-571 (A)(1) - (2)	LOCATION AND AREA REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	SUPPLEMENTAL PUBLIC ACCESS AREAS SHALL ADJOIN A SHORE PUBLIC WALKWAY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION, EXCEPT AS MODIFIED BY PARAGRAPHS (A) AND (B) OF SECTION 62-57, AND THE PROVISIONS OF THIS SECTION:	N/A	N/A	N/A
	MINIMUM AREA REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	(A)(1) WHEN LOCATED AT THE INTERSECTION OF A SHORE PUBLIC WALKWAY AND AN UPLAND CONNECTION OR STREET, SHALL BE 750 SQUARE FEET, HAVE A MINIMUM WIDTH TO DEPTH RATIO OF 1:1 AND A MAXIMUM WIDTH TO DEPTH RATIO OF 3:1. THE LONGEST SIDE SHALL ADJOIN THE SHORE PUBLIC WALKWAY; OR	N/A	N/A	N/A
		(A)(2) WHEN LOCATED ADJOINING A SHORE PUBLIC WALKWAY WITHOUT ADJOINING AN UPLAND CONNECTION OR STREET, SHALL BE 1,875 SQUARE FEET AND HAVE A MINIMUM WIDTH TO DEPTH RATIO OF 3:1. THE MINIMUM DEPTH PERPENDICULAR TO THE SHORE PUBLIC WALKWAY, AS A WEIGHTED AVERAGE, SHALL BE 25 FEET.			
	WIDTH TO DEPTH REQUIRMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	THE WIDTH TO DEPTH REQUIREMENTS OF PARAGRAPHS (A)(1) AND (A)(2) OF THIS SECTION MAY BE SATISFIED WITH WEIGHTED AVERAGE DIMENSIONS. THE MINIMUM ANGLE BETWEEN THE TWO BOUNDARY LINES OF A SUPPLEMENTAL PUBLIC ACCESS AREA COINCIDING WITH THE PRIVATE PORTION OF THE ZONING LOT SHALL BE 30 DEGREES.	N/A	N/A	N/A

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6/2021	DCP Submission
7/2021	DCP Submission
9/2021	DCP Submission
11/2021	DCP Submission
Date:	Revision
SCALE:	

SITE PLAN

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DRAWN BY	
PROJECT #	
CHECKED BY	
DWG. No.	Z-05.00

818

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	SINGLE PEDESTRIAN WALKWAY (TYPE 1)	**(A)(3)** WHERE AN UPLAND CONNECTION TRAVERSES PORTIONS OF A ZONING L IN WHICH DIFFERENT WIDTH REQUIREMENTS APPLY, THE WIDTH OF THE UPLAI COMPUTED AS THE WEIGHTED AVERAGE BASED ON THE LENGTH OF THE UPLAI DISTRICT.
62-561 (B)(1) - (3)	TWO PEDESTRIAN WALKWAYS (TYPE 2)	**(B)(1)** THE MINIMUM WIDTH OF AN UPLAND CONNECTION PROVIDED IN THE F WALKWAYS, ONE ON EACH SIDE OF THE ROADBED OF A PRIVATE DRIVEWAY (HI AS TYPE 2), SHALL BE 13 FEET FOR EACH SUCH WALKWAY. HOWEVER, WHERE A TERMINATES IN A VEHICULAR TURNAROUND, THE MINIMUM WIDTH OF THE UI ABUTTING SUCH TURNAROUND SHALL BE 10 FEET.
		(B)(2) IN ADDITION, A TRANSITION AREA SHALL BE PROVIDED WHICH SHALL HA COMBINED WIDTH OF THE TYPE 2 UPLAND CONNECTION AND THE ROADBED, A DISTANCE OF 40 FEET MEASURED FROM THE TERMINATION OF SUCH ROADBED SHORE PUBLIC WALKWAY, AS SHOWN IN ILLUSTRATIONS 1 AND 2 IN THIS SECTI TURN AND ROADBEDS THAT TERMINATE IN A TURNAROUND, RESPECTIVELY.
		(B)(3) SUCH TRANSITION AREA IS NOT REQUIRED FOR ROADBEDS THAT TURN A 15 FEET OF A SHORE PUBLIC WALKWAY, OR FOR WATERFRONT ZONING LOTS TH FEET IN DEPTH AND 260 FEET IN WIDTH. HOWEVER, FOR WATERFRONT ZONING 255 FEET IN DEPTH AND 260 FEET IN WIDTH, AN AREA OF AT LEAST 10 FEET IN V BETWEEN THE EDGE OF THE ROADBED AND THE UPLAND BOUNDARY OF THE SH
62-951(D)(9)(II)	**WAP Q1: SPECIAL PUBLIC ACCESS PROVISIONS BY PARCEL**	**(D)(9)** PARCELS 9, 10, AND 11
	UPLAND CONNECTION	**(D)(9)(II)** EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS SECTION AND ON AN SHORELINE LENGTH LESS THAN 100 FEET, AN UPLAND CONNECTION SHALL BE P VERNON BOULEVARD AND THE SHORE PUBLIC WALKWAY WITHIN THE FLEXIBLE ON MAP Q-1B, HAVING AS ITS NORTHERLY BOUNDARY THE WESTERLY PROLON STREET LINE OF 45TH AVENUE AND AS ITS SOUTHERLY BOUNDARY THE WESTER SOUTHERLY STREET LINE OF 45TH ROAD. IN THE EVENT THAT PARCELS 10 AND 1 SINGLE ZONING LOT AND THE UPLAND CONNECTION HAS NOT BEEN PROVIDED DEVELOPMENT OF PARCELS 10 AND 11, THE UPLAND CONNECTION SHALL BE LO WESTERLY PROLONGATION OF 45TH ROAD. NOTWITHSTANDING THE REQUIRE (REQUIREMENTS FOR UPLAND CONNECTIONS), ON ANY ZONING LOT HAVING A LESS THAN 150 FEET, THE REQUIRED WIDTH OF AN UPLAND CONNECTION MAY CONSISTING OF A 10 FOOT WIDE CIRCULATION PATH WITH THE REMAINING AR ADDITION, THE WIDTH MAY BE FURTHER REDUCED, AS PERMITTED PURSUANT THIS SECTION.
	REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	
62-57 (A)	AREA CALCULATIONS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	**(A)** IF THE AGGREGATE AREA OF THE REQUIRED SHORE PUBLIC WALKWAYS, UPL PUBLIC ACCESS AREAS ON PIERS, AND PUBLIC ACCESS AREAS IN CONJUNCTION STRUCTURES ON THE ZONING LOT IS LESS BY 750 SQUARE FEET OR MORE THA

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
5 LOT LOCATED IN DISTRICTS AND CONNECTION SHALL BE AND CONNECTION IN EACH	N/A	N/A	N/A
FORM OF TWO PEDESTRIAN (HEREINAFTER REFERRED TO A PRIVATE DRIVEWAY UPLAND CONNECTION			
HAVE A WIDTH EQUAL TO THE , AND SHALL EXTEND FOR A ED IN THE DIRECTION OF THE CTION, FOR ROADBEDS THAT			
AND ARE LOCATED WITHIN THAT ARE LESS THAN 255 NG LOTS THAT ARE LESS THAN N WIDTH SHALL BE PROVIDED SHORE PUBLIC WALKWAY.			
	N/A	N/A	N/A
ANY ZONING LOT WITH A E PROVIDED BETWEEN BLE LOCATION ZONE SHOWN. ONGATION OF THE SOUTHERLY ERLY PROLONGATION OF THE D 11 ARE DEVELOPED AS A ED PRIOR TO SUCH LOCATED WITHIN THE REMENTS OF SECTION 62-56. A SHORELINE LENGTH OF AY BE REDUCED TO 16 FEET AREA TO BE PLANTED. IN NT TO PARAGRAPH (C)(1) OF	NO UPLAND CONNECTION REQUIRED FOR LOT 8 BECAUSE THE SHORELINE IS LESS THAN 100 FEET. VOLUNTARY INTERIM UPLAND CONNECTION HAS BEEN PROVIDED	N/A	"Z-02 WPAA/ZONING LOT SITE PLAN"
UPLAND CONNECTIONS, N WITH FLOATING	N/A	N/A	N/A

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	ACCESS AREAS	PUBLIC ACCESS AREAS ON PIERS, AND PUBLIC ACCESS AREAS IN CONJUNCTION STRUCTURES ON THE ZONING LOT, IS LESS BY 750 SQUARE FEET OR MORE THAI WATERFRONT PUBLIC ACCESS AREA REQUIRED BY THE TABLE IN THIS SECTION T PUBLIC ACCESS AREAS SHALL BE PROVIDED IN ORDER TO MEET THE TOTAL AMC PUBLIC ACCESS AREA REQUIRED BY THE TABLE. HOWEVER, WHEN A ZONING LO PREDOMINANTLY AS A PLAYGROUND OR PUBLICLY ACCESSIBLE PRIVATE PARK, THIS SECTION SHALL BE DEEMED TO BE SATISFIED BY SUCH USE.
62-57 (B)	SUPPLEMENTAL PUBLIC ACCESS AREAS REQUIREMENTS WITHIN WETLANDS	**(B)** WHERE SUPPLEMENTAL PUBLIC ACCESS AREAS ARE REQUIRED WITHIN NEW WETLANDS OR ADJACENT STATE-REGULATED AREAS, THE AREA REQUIREMENTS STANDARDS FOR SUCH SUPPLEMENTAL PUBLIC ACCESS AREAS MAY BE REDUCE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION.
		SUPPLEMENTAL PUBLIC ACCESS AREAS SHALL NOT BE REQUIRED WHERE THE TO DESIGNATED WETLANDS AND ADJACENT STATE-REGULATED AREAS ON THE ZOI GREATER THAN THE TOTAL SUPPLEMENTAL PUBLIC ACCESS AREA REQUIREMEN OF ENVIRONMENTAL CONSERVATIN DETERMINES THAT PUBLIC ACCESS TO SUC PERMITTED.
62-57 (C)	DISTRICT BOUNDARY REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	**(C)** WHENEVER A ZONING LOT IS DIVIDED BY BOUNDARY BETWEEN DISTRICTS IN THRESHOLDS APPLY PURSUANT TO THE TABLE IN THIS SECTION, THE WATERFRO REQUIREMENT SHALL BE MET FOR THE ENTIRE ZONING LOT, PROVIDED THAT:
		(C)(1) THE LOT AREA OR LENGTH OF SHORELINE FOR THE ENTIRE ZONING LOT IS LOWEST THRESHOLD IN EITHER DISTRICT FOR WHICH THERE IS A TOTAL WATER AREA REQUIREMENT.
		(C)(2) THE TOTAL LOT AREA OR LENGTH OF SHORELINE FOR THE ENTIRE ZONINC THE LOWEST THRESHOLD IN EITHER DISTRICT FOR WHICH THERE IS A TOTAL WA AREA REQUIREMENTS.
62-571 (A)(1) - (2)	LOCATION AND AREA REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	SUPPLEMENTAL PUBLIC ACCESS AREAS SHALL ADJOIN A SHORE PUBLIC WALKW THE REQUIREMENTS OF THIS SECTION, EXCEPT AS MODIFIED BY PARAGRAPHS (62-57, AND THE PROVISIONS OF THIS SECTION:
	MINIMUM AREA REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	**(A)(1)** WHEN LOCATED AT THE INTERSECTION OF A SHORE PUBLIC WALKWAY AI CONNECTION OR STREET, SHALL BE 750 SQUARE FEET, HAVE A MINIMUM WIDT AND A MAXIMUM WIDTH TO DEPTH RATIO OF 3:1. THE LONGEST SIDE SHALL AI WALKWAY; OR
		(A)(2) WHEN LOCATED ADJOINING A SHORE PUBLIC WALKWAY WITHOUT ADJO CONNECTION OR STREET, SHALL BE 1,875 SQUARE FEET AND HAVE A MINIMUM OF 3:1. THE MINIMUM DEPTH PERPENDICULAR TO THE SHORE PUBLIC WALKW/ AVERAGE, SHALL BE 25 FEET.
	WIDTH TO DEPTH REQUIRMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	THE WIDTH TO DEPTH REQUIREMENTS OF PARAGRAPHS (A)(1) AND (A)(2) OF TI SATISFIED WITH WEIGHTED AVERAGE DIMENSIONS. THE MINIMUM ANGLE BET BOUNDARY LINES OF A SUPPLEMENTAL PUBLIC ACCESS AREA COINCIDING WITH THE ZONING LOT SHALL BE 90 DEGREES.

N WITH FLOATING IAN THE AMOUNT OF N THEN SUPPLEMENTAL MOUNT OF WATERFRONT LOT IS DEVELOPED K, THE REQUIREMENTS OF			
EW YORK STATE-DESIGNATED NTS AND THE DESIGN CED OR MODIFIED BY THE TOTAL AREA OF SUCH ONING LOT IS EQUAL TO OR ENT AND THE DEPARTMENT UCH AREAS IS NOT	N/A	N/A	N/A
S IN WHICH DIFFERENT FRONT PUBLIC ACCESS AREA T IS GREATER THAN THE ERFRONT PUBLIC ACCESS NG LOT IS GREATER THAN WATERFRONT PUBLIC ACCESS	N/A	N/A	N/A
WAY IN ACCORDANCE WITH S (A) AND (B) OF SECTION	N/A	N/A	N/A
AND AN UPLAND IDTH TO DEPTH RATIO OF 1:1 ADJOIN THE SHORE PUBLIC JOINING AN UPLAND JM WIDTH TO DEPTH RATIO WAY, AS A WEIGHTED	N/A	N/A	N/A
THIS SECTION MAY BE ETWEEN THE TWO ITH THE PRIVATE PORTION OF	N/A	N/A	N/A

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No.
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

Z-05.00

814

ZONING SECTION:	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED:	COMPLIANCE	DRAWING REFERENCE
62-371 (B)(1) - (3)	PROVISION REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS:	(B)(1) AT SUPPLEMENTAL PUBLIC ACCESS AREA MAY BE PROVIDED TO WIDEN THE SHORE PUBLIC WALKWAY, WITH A MINIMUM WIDTH OF 10 FEET RUNNING CONTINUOUSLY ALONG THE SHORE PUBLIC WALKWAY BETWEEN ANY TWO OF THE FOLLOWING: AN UPLAND CONNECTION, OPEN STREET, PUBLIC PARK OR OTHER PUBLIC PLACE;	N/A	N/A	N/A
		(B)(2) A SUPPLEMENTAL PUBLIC ACCESS AREA MAY BE PROVIDED AS A PEDESTRIAN SIDEWALK AREA ABUTTING A ROADBED RUNNING ALONG THE SHORELINE, PROVIDED SUCH SIDEWALK HAS A MINIMUM WIDTH OF 13 FEET AND COMPLIES WITH THE PROVISIONS FOR A TYPE 2 UPLAND CONNECTION PURSUANT TO SECTION 62-64. ANY ADDITIONAL SUPPLEMENTAL PUBLIC ACCESS AREA SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION; OR			
		(B)(3) A SUPPLEMENTAL PUBLIC ACCESS AREA MAY BE PROVIDED AS A DEDICATED BICYCLE PATH IF SUCH PATH CONNECTS AT EACH END TO AN OPEN STREET. THE MINIMUM WIDTH OF A BICYCLE PATH SHALL BE 10 FEET, WITH AN ADDITIONAL TWO FOOT CLEARANCE ON EACH SIDE ALONG THE ENTIRE LENGTH OF THE PATH. THERE SHALL BE A PLANTED AREA BETWEEN A BICYCLE PATH AND A PAVED AREA FOR PEDESTRIAN USE, PURSUANT TO THE REQUIREMENTS OF PARAGRAPH (C) OF SECTION 62-62.			
	WATERFRONT ACCESS PLAN Q-1: NORTHERN HUNTERS POINT				
62-351 (B)(1)	AREA WIDE MODIFICATIONS	(B) THE FOLLOWING PROVISIONS SHALL APPLY TO ZONING LOTS REQUIRED TO PROVIDE A WATERFRONT PUBLIC ACCESS AREA, PURSUANT TO SECTION 62-50 (GENERAL REQUIREMENTS FOR VISUAL CORRIDORS AND WATERFRONT PUBLIC ACCESS AREAS), INCLUSIVE:	N/A	N/A	N/A
		(B)(1) SECTION 62-57 (REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS) SHALL BE INAPPLICABLE EXCEPT WHERE SPECIFICALLY STATED OTHERWISE IN THIS PLAN.			
	GENERAL PROVISIONS APPLYING TO WATERFRONT PUBLIC ACCESS AREAS				
62-61(A)	ELEVATED OBSTRUCTIONS	(A) ALL WATERFRONT PUBLIC ACCESS AREAS SHALL BE UNOBSTRUCTED FROM THEIR LOWEST LEVEL TO THE SKY, EXCEPT AS SET FORTH IN SECTION 62-611 (PERMITTED OBSTRUCTIONS). THE LOWEST LEVEL OF ANY PORTION OF A WATERFRONT PUBLIC ACCESS AREA SHALL BE DETERMINED BY THE ELEVATION OF THE ADJOINING PORTION ON THE SAME OR AN ADJOINING ZONING LOT OR THE PUBLIC SIDEWALK TO WHICH IT CONNECTS. REFERENCE ELEVATIONS SHALL BE ESTABLISHED FROM THE PUBLIC SIDEWALKS, WATERFRONT YARD LEVELS AND THE ELEVATIONS PREVIOUSLY ESTABLISHED BY ADJOINING ZONING LOTS AT LOT LINE INTERSECTIONS OF A WATERFRONT PUBLIC ACCESS NETWORK, AS APPLICABLE.	PROVIDED WATERFRONT PUBLIC ACCESS AREA IS UNOBSTRUCTED EXCEPT AS SET FORTH IN SECTION 62-611 (PERMITTED OBSTRUCTIONS)	COMPLIES	L-100 KEY AND DIMENSION PLAN
62-61(B)	CONTINUOUS CIRCULATION PATH	(B) THE MINIMUM REQUIRED CIRCULATION PATH SHALL BE CONNECTED AND CONTINUOUS THROUGH ALL WATERFRONT PUBLIC ACCESS AREAS ON ADJACENT ZONING LOTS.	ALL PROVIDED CIRCULATION PATHS ARE CONNECTED AND CONTINUOUS THROUGH WATERFRONT PUBLIC ACCESS AREAS ON ADJACENT ZONING LOTS		
62-61(C)	ACCESSIBILITY	(C) WATERFRONT PUBLIC ACCESS AREAS SHALL BE ACCESSIBLE TO PERSONS WITH PHYSICAL DISABILITIES IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) DESIGN GUIDELINES.	ALL PROVIDED WATERFRONT PUBLIC ACCESS AREAS COMPLY WITH ADA AND ANSI GUIDELINES		
62-61(D)(1) - (2)	SITE GRADING	(D) ALL WATERFRONT PUBLIC ACCESS AREAS IMPROVED FOR PUBLIC ACCESS SHALL MEET THE FOLLOWING REGULATIONS FOR SITE GRADING:	ALL WATERFRONT PUBLIC ACCESS AREAS IMPROVED FOR PUBLIC ACCESS MEET THE FOLLOWING REGULATIONS FOR SITE GRADING	COMPLIES	L-200 GRADING PLAN
	SITE GRADING IN REQUIRED CIRCULATION PATHS	(D)(1) IN REQUIRED CIRCULATION PATHS:	ALL PORPOSED GRADING MEET THE REQUIREMENTS IN CIRCULATION PATHS		
	CROSS-SECTIONAL GRADING REGULATIONS	(D)(1)(i) FOR CROSS-SECTIONAL GRADING REGULATIONS (PERPENDICULAR TO THE GENERAL DIRECTION OF PEDESTRIAN MOVEMENT), THE MINIMUM SLOPE OF A REQUIRED CIRCULATION PATH SHALL BE ONE AND ONE-HALF PERCENT TO ALLOW FOR POSITIVE DRAINAGE AND THE MAXIMUM SLOPE SHALL BE THREE PERCENT. STEPS AND STAIRWAYS ACCOMMODATING A CROSS-SECTIONAL GRADE CHANGE ARE ONLY PERMITTED OUTSIDE OF THE REQUIRED CIRCULATION PATH(S).	ALL PROVIDED CROSS SLOPES RANGE BETWEEN MINIMUM 1.50% AND MAXIMUM 3.00%;		
	LONGITUDINAL GRADING CONTROLS	(D)(1)(ii) FOR LONGITUDINAL GRADING CONTROLS (PARALLEL TO THE GENERAL DIRECTION OF PEDESTRIAN MOVEMENT), GRADE CHANGES SHALL BE PERMITTED ALONG THE LENGTH OF A REQUIRED CIRCULATION PATH BY MEANS OF STEPS OR RAMPS IN COMPLIANCE WITH THE REQUIREMENTS FOR HANDICAPPED ACCESSIBILITY.	LONGITUDINAL SLOPES COMPLY WITH HANDICAPPED ACCESSIBILITY		
	SITE GRADING IN, IN REQUIRED PLANTING AREAS, INCLUDING SCREENING BUFFERS	(D)(2) IN REQUIRED PLANTING AREAS, INCLUDING SCREENING BUFFERS: WITHIN THREE FEET OF THE EDGE OF ANY PLANTING AREA, THE GRADE LEVEL OF SUCH PLANTING AREA SHALL BE NO MORE THAN THREE FEET HIGHER OR LOWER THAN THE ADJOINING LEVEL OF THE PEDESTRIAN CIRCULATION PATH.	NO PROVIDED PLANTING AREA HIGHER THAN 3 FEET ABOVE FINISHED GRADE		
62-61(E)	VEHICLE AND EMERGENCY ACCESS	(E) VEHICLE AND EMERGENCY ACCESS VEHICULAR ACCESS IS PROHIBITED WITHIN WATERFRONT PUBLIC ACCESS AREAS EXCEPT FOR EMERGENCY AND MAINTENANCE VEHICULAR ACCESS. PARKING AREAS; PASSENGER DROP-OFFS; DRIVEWAYS; LOADING BERTHS AND BUILDING TRASH STORAGE FACILITIES ARE NOT PERMITTED WITHIN, OR ALLOWED TO BE ACCESSED OR SERVICED THROUGH, A WATERFRONT PUBLIC ACCESS AREA, EXCEPT FOR VEHICULAR ACCESS TO DROP-OFFS AND OTHER REQUIRED SERVICES ACCESSORY TO DOCKING FACILITIES OR TO DEVELOPMENT ON A PIER OR FLOATING STRUCTURE	NO VEHICULAR ACCESS EXCEPT FOR EMERGENCY AND MAINTENANCE VEHICLES	COMPLIES	L-100 KEY AND DIMENSION PLAN
	PERMITTED OBSTRUCTIONS				
62-611	PERMITTED OBSTRUCTIONS	WATERFRONT PUBLIC ACCESS AREAS SHALL BE UNOBSTRUCTED FROM THEIR LOWEST LEVEL TO THE SKY EXCEPT THAT THE OBSTRUCTIONS LISTED IN THIS SECTION SHALL BE PERMITTED, AS APPLICABLE. HOWEVER, NO OBSTRUCTIONS OF ANY KIND SHALL BE PERMITTED WITHIN A REQUIRED CIRCULATION PATH; EXCEPT AS SPECIFICALLY SET FORTH HEREIN.	ONLY PERMITTED OBSTRUCTIONS ARE PROVIDED WITHIN WATERFRONT PUBLIC ACCESS AREAS.	COMPLIES	L-100 KEY AND DIMENSION PLAN
62-611 (A)(1) - (8)	PERMITTED OBSTRUCTIONS IN ALL AREAS EXCEPT FOR THE REQUIRED PATH	(A) IN ALL AREAS	ONLY PERMITTED OBSTRUCTIONS ARE PROVIDED WITHIN IN ALL AREAS:		
		(A)(1) TREES AND OTHER PLANT MATERIALS, INCLUDING GRASSES, VINES, SHRUBS AND FLOWERS, WATERING EQUIPMENT, ARBORS, TRELLISES, OBSERVATION DECKS, RETAINING WALLS;	TREES, OTHER PLANT MATERIALS PROVIDED	COMPLIES	L-300 PLANTING PLAN
		(A)(2) SEATING, LITTER RECEPTACLES; DRINKING FOUNTAINS; OTHER OUTDOOR FURNITURE;	SEATING AND LITTER RECEPTACLES PROVIDED	COMPLIES	L-500 FURNITURE PLAN
		(A)(3) FOUNTAINS, REFLECTING POOLS, WATERFALLS, SCULPTURES AND OTHER WORKS OF ART, TEMPORARY EXHIBITIONS;	N/A	N/A	N/A
		(A)(4) GUARDRAILS; BOLLARDS, GATES AND OTHER PROTECTIVE BARRIERS, IN ACCORDANCE WITH SECTION 62-651;	GUARDRAILS PROVIDED	COMPLIES	L-100 KEY AND DIMENSION PLAN

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

SITE CIVIL ENGINEER
MCLAREN ENGINEERING GROUP

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

Z-06.00

815

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
62-571 (B)(1) - (3)	PROVISION REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS	**(B)(1)** AT SUPPLEMENTAL PUBLIC ACCESS AREA MAY BE PROVIDED TO WIDEN WALKWAY, WITH A MINIMUM WIDTH OF 10 FEET RUNNING CONTINUOUSLY WALKWAY BETWEEN ANY TWO OF THE FOLLOWING: AN UPLAND CONNECTIC PARK OR OTHER PUBLIC PLACE;
		(B)(2) A SUPPLEMENTAL PUBLIC ACCESS AREA MAY BE PROVIDED AS A PEDES ABUTTING A ROADBED RUNNING ALONG THE SHORELINE, PROVIDED SUCH SI WIDTH OF 13 FEET AND COMPLIES WITH THE PROVISIONS FOR A TYPE 2 UPLA TO SECTION 62-64. ANY ADDITIONAL SUPPLEMENTAL PUBLIC ACCESS AREA SI REQUIREMENTS OF THIS SECTION; OR
		(B)(3) A SUPPLEMENTAL PUBLIC ACCESS AREA MAY BE PROVIDED AS A DEDIC/ PATH CONNECTS AT EACH END TO AN OPEN STREET. THE MINIMUM WIDTH C 10 FEET, WITH AN ADDITIONAL TWO FOOT CLEARANCE ON EACH SIDE ALONG PATH. THERE SHALL BE A PLANTED AREA BETWEEN A BICYCLE PATH AND A PA USE, PURSUANT TO THE REQUIREMENTS OF PARAGRAPH (C) OF SECTION 62-6
	WATERFRONT ACCESS PLAN Q-1: NORTHERN HUNTERS POINT	
62-951 (B)(1)	AREA WIDE MODIFICATIONS	**(B)** THE FOLLOWING PROVISIONS SHALL APPLY TO ZONING LOTS REQUIRED T(PUBLIC ACCESS AREA, PURSUANT TO SECTION 62-50 (GENERAL REQUIREMEN AND WATERFRONT PUBLIC ACCESS AREAS), INCLUSIVE:
		(B)(1) SECTION 62-57 (REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS A INAPPLICABLE EXCEPT WHERE SPECIFICALLY STATED OTHERWISE IN THIS PLAI
	GENERAL PROVISIONS APPLYING TO WATERFRONT PUBLIC ACCESS AREAS	
62-61(A)	ELEVATED OBSTRUCTIONS	**(A)** ALL WATERFRONT PUBLIC ACCESS AREAS SHALL BE UNOBSTRUCTED FROM THE SKY, EXCEPT AS SET FORTH IN SECTION 62-611 (PERMITTED OBSTRUCTIO ANY PORTION OF A WATERFRONT PUBLIC ACCESS AREA SHALL BE DETERMINE ADJOINING PORTION ON THE SAME OR AN ADJOINING ZONING LOT OR THE P IT CONNECTS. REFERENCE ELEVATIONS SHALL BE ESTABLISHED FROM THE PUI WATERFRONT YARD LEVELS AND THE ELEVATIONS PREVIOUSLY ESTABLISHED AT LOT LINE INTERSECTIONS OF A WATERFRONT PUBLIC ACCESS NETWORK, A
62-61(B)	CONTINUOUS CIRCULATION PATH	**(B)** THE MINIMUM REQUIRED CIRCULATION PATH SHALL BE CONNECTED AND WATERFRONT PUBLIC ACCESS AREAS ON ADJACENT ZONING LOTS.
62-61(C)	ACCESSIBILITY	**(C)** WATERFRONT PUBLIC ACCESS AREAS SHALL BE ACCESSIBLE TO PERSONS \ IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE AMI STANDARDS INSTITUTE (ANSI) DESIGN GUIDELINES.
62-61(D)(1) - (2)	SITE GRADING	**(D)** ALL WATERFRONT PUBLIC ACCESS AREAS IMPROVED FOR PUBLIC ACCESS REGULATIONS FOR SITE GRADING:

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
EN THE SHORE PUBLIC LY ALONG THE SHORE PUBLIC TION, OPEN STREET, PUBLIC	N/A	N/A	N/A
ESTRIAN SIDEWALK AREA I SIDEWALK HAS A MINIMUM 'LAND CONNECTION PURSUANT , SHALL COMPLY WITH THE			
ICATED BICYCLE PATH IF SUCH H OF A BICYCLE PATH SHALL BE NG THE ENTIRE LENGTH OF THE PAVED AREA FOR PEDESTRIAN 2-62.			
I TO PROVIDE A WATERFRONT ENTS FOR VISUAL CORRIDORS	N/A	N/A	N/A
S AREAS) SHALL BE AN.			
OM THEIR LOWEST LEVEL TO IONS). THE LOWEST LEVEL OF INED BY THE ELEVATION OF THE E PUBLIC SIDEWALK TO WHICH PUBLIC SIDEWALKS, ED BY ADJOINING ZONING LOTS , AS APPLICABLE.	PROVIDED WATERFRONT PUBLIC ACCESS AREA IS UNOBSTRUCTED EXCEPT AS SET FORTH IN SECTION 62-611 (PERMITTED OBSTRUCTIONS)	COMPLIES	L-100 KEY AND DIMENSION PLAN
ND CONTINUOUS THROUGH ALL	ALL PROVIDED CIRCULATION PATHS ARE CONNECTED AND CONTINUOUS THROUGH WATERFRONT PUBLIC ACCESS AREAS ON ADJACENT ZONING LOTS		
S WITH PHYSICAL DISABILITIES MERICAN NATIONAL	ALL PROVIDED WATERFRONT PUBLIC ACCESS AREAS COMPLY WITH ADA AND ANSI GUIDELINES		
SS SHALL MEET THE FOLLOWING	ALL WATERFRONT PUBLIC ACCESS AREAS IMPROVED FOR PUBLIC ACCESS MEET THE FOLLOWING REGULATIONS	COMPLIES	L-200 GRADING PLAN

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	SITE GRADING IN REQUIRED CIRCULATION PATHS	**(D)(1)** IN REQUIRED CIRCULATION PATHS:
	CROSS-SECTIONAL GRADING REGULATIONS	**(D)(1)(i)** FOR CROSS-SECTIONAL GRADING REGULATIONS (PERPENDICULAR TO PEDESTRIAN MOVEMENT), THE MINIMUM SLOPE OF A REQUIRED CIRCULATIC ONE-HALF PERCENT TO ALLOW FOR POSITIVE DRAINAGE AND THE MAXIMUM PERCENT. STEPS AND STAIRWAYS ACCOMMODATING A CROSS-SECTIONAL GR PERMITTED OUTSIDE OF THE REQUIRED CIRCULATION PATH(S).
	LONGITUDINAL GRADING CONTROLS	**(D)(1)(ii)** FOR LONGITUDINAL GRADING CONTROLS (PARALLEL TO THE GENERA MOVEMENT), GRADE CHANGES SHALL BE PERMITTED ALONG THE LENGTH OF PATH BY MEANS OF STEPS OR RAMPS IN COMPLIANCE WITH THE REQUIREME ACCESSIBILITY.
	SITE GRADING IN IN REQUIRED PLANTING AREAS, INCLUDING SCREENING BUFFERS	**(D)(2)** IN REQUIRED PLANTING AREAS, INCLUDING SCREENING BUFFERS: WITHIN THREE FEET OF THE EDGE OF ANY PLANTING AREA, THE GRADE LEVEL SHALL BE NO MORE THAN THREE FEET HIGHER OR LOWER THAN THE ADJOINI PEDESTRIAN CIRCULATION PATH.
62-61(E)	VEHICLE AND EMERGENCY ACCESS	**(E)** VEHICLE AND EMERGENCY ACCESS VEHICULAR ACCESS IS PROHIBITED WITHIN WATERFRONT PUBLIC ACCESS ARE AND MAINTENANCE VEHICULAR ACCESS. PARKING AREAS, PASSENGER DROP-BERTHS AND BUILDING TRASH STORAGE FACILITIES ARE NOT PERMITTED WIT ACCESSED OR SERVICED THROUGH, A WATERFRONT PUBLIC ACCESS AREA, EX TO DROP-OFFS AND OTHER REQUIRED SERVICES ACCESSORY TO DOCKING FA ON A PIER OR FLOATING STRUCTURE
	PERMITTED OBSTRUCTIONS	
62-611	PERMITTED OBSTRUCTIONS	WATERFRONT PUBLIC ACCESS AREAS SHALL BE UNOBSTRUCTED FROM THEIR EXCEPT THAT THE OBSTRUCTIONS LISTED IN THIS SECTION SHALL BE PERMITT HOWEVER, NO OBSTRUCTIONS OF ANY KIND SHALL BE PERMITTED WITHIN A PATH, EXCEPT AS SPECIFICALLY SET FORTH HEREIN.
62-611(A)(1) – (8)	PERMITTED OBSTRUCTIONS IN ALL AREAS EXCEPT FOR THE REQUIRED PATH	**(A)** IN ALL AREAS
		(A)(1) TREES AND OTHER PLANT MATERIALS, INCLUDING GRASSES, VINES, SHF WATERING EQUIPMENT, ARBORS, TRELLISES, OBSERVATION DECKS, RETAININ
		(A)(2) SEATING, LITTER RECEPTACLES, DRINKING FOUNTAINS, OTHER OUTDOC
		(A)(3) FOUNTAINS, REFLECTING POOLS, WATERFALLS, SCULPTURES AND OTHE TEMPORARY EXHIBITIONS;
		(A)(4) GUARDRAILS, BOLLARDS, GATES AND OTHER PROTECTIVE BARRIERS, IN 62-651;

	MEET THE FOLLOWING REGULATIONS FOR SITE GRADING		
	ALL PORPOSED GRADING MEET THE REQUIREMENTS IN CIRCULATION PATHS		
TO THE GENERAL DIRECTION OF TION PATH SHALL BE ONE AND JM SLOPE SHALL BE THREE GRADE CHANGE ARE ONLY	ALL PROVIDED CROSS SLOPES RANGE BETWEEN MINIMUM 1.50% AND MAXIMUM 3.00%		
ERAL DIRECTION OF PEDESTRIAN OF A REQUIRED CIRCULATION VIENTS FOR HANDICAPPED	LONGITUDINAL SLOPES COMPLY WITH HANDICAPPED ACCESSIBILITY		
/EL OF SUCH PLANTING AREA INING LEVEL OF THE	NO PROVIDED PLANTING AREA HIGHER THAN 3 FEET ABOVE FINISHED GRADE		
AREAS EXCEPT FOR EMERGENCY DP-OFFS, DRIVEWAYS, LOADING /ITHIN, OR ALLOWED TO BE EXCEPT FOR VEHICULAR ACCESS FACILITIES OR TO DEVELOPMENT	NO VEHICULAR ACCESS EXCEPT FOR EMERGENCY AND MAINTENANCE VEHICLES	COMPLIES	L-100 KEY AND DIMENSION PLAN
IR LOWEST LEVEL TO THE SKY ITTED, AS APPLICABLE. A REQUIRED CIRCULATION	ONLY PERMITTED OBSTRUCTIONS ARE PROVIDED WITHIN WATERFRONT PUBLIC ACCESS AREAS.	COMPLIES	L-100 KEY AND DIMENSION PLAN
	ONLY PERMITTED OBSTRUCTIONS ARE PROVIDED WITHIN IN ALL AREAS.		
SHRUBS AND FLOWERS, NING WALLS;	TREES, OTHER PLANT MATERIALS PROVIDED	COMPLIES	L-300 PLANTING PLAN
OOR FURNITURE;	SEATING AND LITTER RECEPTACLES PROVIDED	COMPLIES	L-500 FURNITURE PLAN
THER WORKS OF ART,	N/A	N/A	N/A
IN ACCORDANCE WITH SECTION	GUARDRAILS PROVIDED	COMPLIES	L-100 KEY AND DIMENSION PLAN

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH APRON

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

Z-06.00

819

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	PERMITTED OBSTRUCTIONS IN ALL AREAS EXCEPT FOR THE REQUIRED PATH	(A)(5) LIGHTS AND LIGHTING STANCHIONS, FLAG POLES, EXERCISE AND OTHER RECREATIONAL EQUIPMENT;	LIGHTS AND LIGHTING STANCHIONS PROVIDED	COMPLIES	L-600 LIGHTING AND PHOTOMETRIC PLAN
		(A)(6) KIOSKS AND OPEN AIR CAFES WHERE A KIOSK IS PROVIDED, IT SHALL OCCUPY AN AREA NO GREATER THAN 150 SQUARE FEET, INCLUDING ROOFED AREAS. A KIOSK MAY BE FREESTANDING OR ATTACHED ON ONLY ONE SIDE TO A BUILDING WALL. ANY AREA OCCUPIED BY A KIOSK SHALL BE EXCLUDED FROM THE DEFINITION OF FLOOR AREA, AND MAY ONLY BE OCCUPIED BY NEWS OR MAGAZINE STANDS; FOOD STANDS; FLOWER STANDS; BICYCLE RENTAL STANDS; INFORMATION BOOTHS OR USES ACCESSORY TO PERMITTED WD USES, AS PERMITTED BY THE APPLICABLE DISTRICT USE REGULATIONS OR AS MODIFIED BY SECTION 62-29.	NO KIOSKS AND OPEN AIR CAFES PROPOSED	N/A	N/A
		(A)(7) STRUCTURAL LANDSCAPED BERMS AND ASSOCIATED FLOOD GATES, INCLUDING EMERGENCY EGRESS SYSTEMS THAT ARE ASSEMBLED PRIOR TO A STORM AND REMOVED THEREAFTER; PROVIDED THE HEIGHT OF SUCH BERM DOES NOT EXCEED THE FLOOD-RESISTANT CONSTRUCTION ELEVATION REQUIRED ON THE ZONING LOT OR FIVE FEET ABOVE THE LOWEST ADJOINING GRADE OF THE WATERFRONT YARD ESTABLISHED PURSUANT TO SECTION 62-332 (REAR YARDS AND WATERFRONT YARDS), WHICHEVER IS HIGHER;	NO STRUCTURAL LANDSCAPED BERMS AND ASSOCIATED FLOOD GATES PROPOSED		
		(A)(8) TEMPORARY FLOOD CONTROL DEVICES AND ASSOCIATED PERMANENT FIXTURES, INCLUDING EMERGENCY EGRESS SYSTEMS THAT ARE ASSEMBLED PRIOR TO A STORM AND REMOVED THEREAFTER. PERMANENT FIXTURES FOR SELF-STANDING FLOOD CONTROL DEVICES SHALL BE FLUSH-TO-GRADE, AND SHALL BE PERMITTED OBSTRUCTIONS WITH N A REQUIRED CIRCULATION PATH.	NO TEMPORARY FLOOD CONTROL DEVICES OR ASSOCIATED PERMANENT FIXTURES PROVIDED		
62-611(B)(1) – (3)	PERMITTED OBSTRUCTIONS IN SCREENING BUFFERS	(B) IN SCREENING BUFFERS:	NO PERMITTED OBSTRUCTIONS ARE PROVIDED WITHIN IN SCREENING BUFFERS:		
		(B)(1) PAVED ENTRANCES TO BUILDINGS FRONTING UPON A SCREENING BUFFER, INCLUDING AWNINGS AND CANOPIES OVER SUCH ENTRANCES, SEATING LOCATED WITHIN 42 INCHES OF AN ADJACENT PAVED AREA, BICYCLE RACKS WITHIN SIX FEET OF THE SIDEWALK OF AN OPEN ACCESSIBLE STREET OR WITHIN 10 FEET OF AN UPLAND CONNECTION;	N/A		
		(B)(2) SERVICE EQUIPMENT NECESSARY FOR MAINTENANCE OF WATERFRONT PUBLIC ACCESS AREAS OR THE FUNCTIONING OF ADJACENT STRUCTURES SUCH AS WATERING EQUIPMENT, SHEDS FOR TOOL STORAGE, ELECTRICAL TRANSFORMERS OR OTHER MECHANICAL OR ELECTRICAL SERVICE DEVICES, PROVIDED ALL SUCH EQUIPMENT COVERS NO MORE THAN 100 SQUARE FEET IN ANY LOCATION AND HAS A MAXIMUM HEIGHT OF 10 FEET. SUCH OBSTRUCTIONS SHALL BE SCREENED IN ACCORDANCE WITH SECTION 62-655 (PLANTING AND TREES);			
		(B)(3) EXHAUST VENTS LOCATED ON BUILDING WALLS FRONTING ON THE SCREENING BUFFER, ONLY IF THE BOTTOM OF SUCH VENT IS A MINIMUM OF 10 FEET ABOVE THE ADJACENT GROUND LEVEL AND PROJECTS NO MORE THAN FOUR INCHES FROM THE BUILDING WALL.			
62-611(C)	PERMITTED OBSTRUCTIONS BEYOND 20'-0" OF SHORELINE	(C) BEYOND 20 FEET OF THE SHORELINE: TOT-LOTS, PLAYGROUNDS, DOG RUNS, PUBLIC TELEPHONES, TOILETS, BICYCLE	NO PERMITTED OBSTRUCTIONS ARE PROVIDED BEYOND 20 FEET OF THE SHORELINE.		
	DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS				
62-62	DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS	THE DESIGN REQUIREMENTS OF THIS SECTION SHALL APPLY TO SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS, EXCEPT AS MODIFIED BY SECTION 62-57 (REQUIREMENTS FOR SUPPLEMENTAL PUBLIC ACCESS AREAS).	ALL PROPOSED FEATURES COMPLY WITH SHORE PUBLIC WALKWAYS DESIGN REQUIREMENTS.	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
62-62(A)(1) - (2)	SHORE PUBLIC WALKWAY CIRCULATION PATH MINIMUM WIDTH AND PROXIMITY TO SHORELINE	(A)(1) IN ALL DISTRICTS, A SHORE PUBLIC WALKWAY SHALL PROVIDE A CIRCULATION PATH WITH A MINIMUM CLEAR WIDTH OF 12 FEET, EXCEPT THAT IN R3, R4, R5, C1, C2 AND C3 DISTRICTS, AND IN C1 OR C2 DISTRICTS MAPPED WITHIN R1 THROUGH R5 DISTRICTS, THE MINIMUM CLEAR WIDTH SHALL BE 10 FEET. REQUIRED: A SHORE PUBLIC WALKWAY SHALL PROVIDE A CIRCULATION PATH WITH A MINIMUM CLEAR WIDTH OF 12 FEET.	CIRCULATION PATH WITH A MINIMUM CLEAR WIDTH OF 12 FEET IS PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
		SUCH PATH SHALL BE LOCATED WITHIN 10 FEET OF THE SHORELINE FOR AT LEAST 20 PERCENT OF THE LENGTH OF SUCH SHORELINE; AND THE REMAINDER OF THE PATH MAY BE LOCATED ANYWHERE WITHIN THE SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA. SECONDARY PATHS, WHEN PROVIDED, SHALL BE AT LEAST SIX FEET WIDE. WHEN TWO CIRCULATION PATHS ARE PARALLEL TO EACH OTHER, THEY SHALL BE CONNECTED BY OTHER PATHS OR ACCESSIBLE LAWN AT INTERVALS NOT TO EXCEED 200 FEET. IN ORDER TO FACILITATE THE FUTURE CONNECTION OF PEDESTRIAN CIRCULATION PATHS, WHERE A SHORE PUBLIC WALKWAY IS ON A ZONING LOT THAT IS ADJACENT TO A ZONING LOT WITHOUT A SHORE PUBLIC WALKWAY, THE PORTION OF THE CIRCULATION PATH THAT TERMINATES AT THE COMMON ZONING LOT LINE SHALL BE LOCATED WITHIN 30 FEET OF THE SHORELINE. REQUIRED: 49 LINEAR FEET OF SHORELINE X 20% = 9.8 LF OF CIRCULATION PATH REQUIRED WITHIN 10 FEET OF SHORELINE.	PROVIDED: 49 LF (100% OF SHORELINE LENGTH) OF CIRCULATION PATH PROVIDED WITHIN 10 FEET OF SHORELINE.		
	SUPPLEMENTAL ACCESS AREA CIRCULATION PATH MINIMUM WIDTH	(A)(2) A SUPPLEMENTAL PUBLIC ACCESS AREA SHALL PROVIDE AT LEAST ONE CIRCULATION PATH WITH A MINIMUM CLEAR WIDTH OF SIX FEET THAT PROVIDES ACCESS THROUGHOUT THE SUPPLEMENTAL PUBLIC ACCESS AREA. THIS REQUIREMENT MAY BE MET BY A CIRCULATION PATH OF THE SHORE PUBLIC WALKWAY THAT TRAVERSES THE SUPPLEMENTAL PUBLIC ACCESS AREA;	NO SUPPLEMENTAL ACCESS AREA REQUIRED.	N/A	N/A
62-931(D)(9)(I)	WAP Q1: SPECIAL PUBLIC ACCESS PROVISIONS BY PARCEL	(D)(9) PARCELS 9, 10, AND 11	N/A	N/A	N/A
	SHORE PUBLIC WALKWAY	EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS SECTION, A SHORE PUBLIC WALKWAY SHALL BE REQUIRED ACROSS EACH PARCEL; HOWEVER, ON ANY ZONING LOT EXISTING ON OCTOBER 14, 1997, HAVING A SHORELINE LENGTH OF LESS THAN 150 FEET, THE WIDTH OF THE SHORE PUBLIC WALKWAY MAY BE REDUCED TO 16 FEET, CONSISTING OF A 10 FOOT WIDE CIRCULATION PATH AND SIX FOOT WIDE SCREENING BUFFER, PURSUANT TO SECTION 62-655. IN ADDITION, THE WIDTH MAY BE FURTHER REDUCED AS PERMITTED PURSUANT TO PARAGRAPH (C)(1) OF THIS SECTION.	N/A - ZONING LOT DID NOT EXIST ON OCTOBER 14, 1997	N/A	N/A

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LOT PLAN

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

DRAWING NO.
Z-07.00

820

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	PERMITTED OBSTRUCTIONS IN ALL AREAS EXCEPT FOR THE REQUIRED PATH	**(A)(5)** LIGHTS AND LIGHTING STANCHIONS, FLAG POLES, EXERCISE AND OTHEI EQUIPMENT;
		(A)(6) KIOSKS AND OPEN AIR CAFES WHERE A KIOSK IS PROVIDED, IT SHALL OCCUPY AN AREA NO GREATER THAN INCLUDING ROOFED AREAS. A KIOSK MAY BE FREESTANDING OR ATTACHED C BUILDING WALL. ANY AREA OCCUPIED BY A KIOSK SHALL BE EXCLUDED FROM AREA, AND MAY ONLY BE OCCUPIED BY NEWS OR MAGAZINE STANDS, FOOD BICYCLE RENTAL STANDS, INFORMATION BOOTHS OR USES ACCESSORY TO PE PERMITTED BY THE APPLICABLE DISTRICT USE REGULATIONS OR AS MODIFIED
		(A)(7) STRUCTURAL LANDSCAPED BERMS AND ASSOCIATED FLOOD GATES, IN EGRESS SYSTEMS THAT ARE ASSEMBLED PRIOR TO A STORM AND REMOVED T HEIGHT OF SUCH BERM DOES NOT EXCEED THE FLOOD-RESISTANT CONSTRUC ON THE ZONING LOT OR FIVE FEET ABOVE THE LOWEST ADJOINING GRADE OI ESTABLISHED PURSUANT TO SECTION 62-332 (REAR YARDS AND WATERFRON HIGHER;
		(A)(8) TEMPORARY FLOOD CONTROL DEVICES AND ASSOCIATED PERMANENT EMERGENCY EGRESS SYSTEMS THAT ARE ASSEMBLED PRIOR TO A STORM ANI PERMANENT FIXTURES FOR SELF-STANDING FLOOD CONTROL DEVICES SHALL SHALL BE PERMITTED OBSTRUCTIONS WITHIN A REQUIRED CIRCULATION PAT
62-611(B)(1) -- (3)	PERMITTED OBSTRUCTIONS IN SCREENING BUFFERS	**(B)** IN SCREENING BUFFERS:
		(B)(1) PAVED ENTRANCES TO BUILDINGS FRONTING UPON A SCREENING BUFI AND CANOPIES OVER SUCH ENTRANCES, SEATING LOCATED WITHIN 42 INCHE AREA, BICYCLE RACKS WITHIN SIX FEET OF THE SIDEWALK OF AN OPEN ACCES FEET OF AN UPLAND CONNECTION;
		(B)(2) SERVICE EQUIPMENT NECESSARY FOR MAINTENANCE OF WATERFRONT THE FUNCTIONING OF ADJACENT STRUCTURES SUCH AS WATERING EQUIPME STORAGE, ELECTRICAL TRANSFORMERS OR OTHER MECHANICAL OR ELECTRIC PROVIDED ALL SUCH EQUIPMENT COVERS NO MORE THAN 100 SQUARE FEET A MAXIMUM HEIGHT OF 10 FEET. SUCH OBSTRUCTIONS SHALL BE SCREENED SECTION 62-655 (PLANTING AND TREES);
		(B)(3) EXHAUST VENTS LOCATED ON BUILDING WALLS FRONTING ON THE SCR BOTTOM OF SUCH VENT IS A MINIMUM OF 10 FEET ABOVE THE ADJACENT GF NO MORE THAN FOUR INCHES FROM THE BUILDING WALL.
62-611(C)	PERMITTED OBSTRUCTIONS BEYOND 20'-0" OF SHORELINE	**(C)** BEYOND 20 FEET OF THE SHORELINE TOT-LOTS, PLAYGROUNDS, DOG RUNS, PUBLIC TELEPHONES, TOILETS, BICYCL

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
HER RECREATIONAL	LIGHTS AND LIGHTING STANCHIONS PROVIDED	COMPLIES	L-600 LIGHTING AND PHOTOMETRIC PLAN
AN 150 SQUARE FEET, D ON ONLY ONE SIDE TO A DM THE DEFINITION OF FLOOR DD STANDS, FLOWER STANDS, PERMITTED WD USES, AS ED BY SECTION 62-29.	NO KIOSKS AND OPEN AIR CAFES PROPOSED	N/A	N/A
INCLUDING EMERGENCY D THEREAFTER, PROVIDED THE UCTION ELEVATION REQUIRED OF THE WATERFRONT YARD ONT YARDS), WHICHEVER IS	NO STRUCTURAL LANDSCAPED BERMS AND ASSOCIATED FLOOD GATES PROPOSED		
NT FIXTURES, INCLUDING ND REMOVED THEREAFTER: LL BE FLUSH-TO-GRADE, AND ATH.	NO TEMPORARY FLOOD CONTROL DEVICES OR ASSOCIATED PERMANENT FIXTURES PROVIDED		
	NO PERMITTED OBSTRUCTIONS ARE PROVIDED WITHIN IN SCREENING BUFFERS.		
UFFER, INCLUDING AWNINGS HES OF AN ADJACENT PAVED ESSIBLE STREET OR WITHIN 10	N/A		
NT PUBLIC ACCESS AREAS OR MENT, SHEDS FOR TOOL RICAL SERVICE DEVICES, ET IN ANY LOCATION AND HAS D IN ACCORDANCE WITH			
CREENING BUFFER, ONLY IF THE GROUND LEVEL AND PROJECTS			
CLE RACKS.	NO PERMITTED OBSTRUCTIONS ARE PROVIDED BEYOND 20 FEET OF THE		

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	SHORELINE	TOT-LOTS; PLAYGROUNDS; DOG RUNS; PUBLIC TELEPHONES; TOILETS; BICYCL
	DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS	
62-62	DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS	THE DESIGN REQUIREMENTS OF THIS SECTION SHALL APPLY TO SHORE PUBLI SUPPLEMENTAL PUBLIC ACCESS AREAS, EXCEPT AS MODIFIED BY SECTION 62- SUPPLEMENTAL PUBLIC ACCESS AREAS).
62-62(A)(1) - (2)	SHORE PUBLIC WALKWAY CIRCULATION PATH MINIMUM WIDTH AND PROXIMITY TO SHORELINE	**(A)(1)** IN ALL DISTRICTS, A SHORE PUBLIC WALKWAY SHALL PROVIDE A CIRCUI MINIMUM CLEAR WIDTH OF 12 FEET, EXCEPT THAT IN R3, R4, R5, C1, C2 AND C2 DISTRICTS MAPPED WITHIN R1 THROUGH R5 DISTRICTS, THE MINIMUM CL FEET. REQUIRED: A SHORE PUBLIC WALKWAY SHALL PROVIDE A CIRCULATION PATH WITH A MI FEET.
		SUCH PATH SHALL BE LOCATED WITHIN 10 FEET OF THE SHORELINE FOR AT LE LENGTH OF SUCH SHORELINE, AND THE REMAINDER OF THE PATH MAY BE LO THE SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA. SEC PROVIDED, SHALL BE AT LEAST SIX FEET WIDE. WHEN TWO CIRCULATION PAT OTHER, THEY SHALL BE CONNECTED BY OTHER PATHS OR ACCESSIBLE LAWN A 200 FEET. IN ORDER TO FACILITATE THE FUTURE CONNECTION OF PEDESTRIAI WHERE A SHORE PUBLIC WALKWAY IS ON A ZONING LOT THAT IS ADJACENT T SHORE PUBLIC WALKWAY, THE PORTION OF THE CIRCULATION PATH THAT TE ZONING LOT LINE SHALL BE LOCATED WITHIN 30 FEET OF THE SHORELINE. REQUIRED: 49 LINEAR FEET OF SHORELINE X 20% = 9.8 LF OF CIRCULATION PATH REQUIRI SHORELINE
	SUPPLEMENTAL ACCESS AREA CIRCULATION PATH MINIMUM WIDTH	**(A)(2)** A SUPPLEMENTAL PUBLIC ACCESS AREA SHALL PROVIDE AT LEAST ONE MINIMUM CLEAR WIDTH OF SIX FEET THAT PROVIDES ACCESS THROUGHOUT ACCESS AREA. THIS REQUIREMENT MAY BE MET BY A CIRCULATION PATH OF THAT TRAVERSES THE SUPPLEMENTAL PUBLIC ACCESS AREA;
62-951(D)(9)(I)	WAP Q1: SPECIAL PUBLIC ACCESS PROVISIONS BY PARCEL	**(D)(9)** PARCELS 9, 10, AND 11
	SHORE PUBLIC WALKWAY	EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS SECTION, A SHORE PUBLIC V REQUIRED ACROSS EACH PARCEL; HOWEVER, ON ANY ZONING LOT EXISTING HAVING A SHORELINE LENGTH OF LESS THAN 150 FEET, THE WIDTH OF THE SI BE REDUCED TO 16 FEET, CONSISTING OF A 10 FOOT WIDE CIRCULATION PATI SCREENING BUFFER, PURSUANT TO SECTION 62-655. IN ADDITION, THE WIDT AS PERMITTED PURSUANT TO PARAGRAPH (C)(1) OF THIS SECTION.

CLE RACKS.	PROVIDED BEYOND 20 FEET OF THE SHORELINE .		
LIC WALKWAYS AND 52-57 (REQUIREMENTS FOR	ALL PROPOSED FEATURES COMPLY WITH SHORE PUBLIC WALKWAYS DESIGN REQUIREMENTS.	COMPLIES	Z-02 WPAA/ZONING LOT SITE PLAN
CULATION PATH WITH A ND C3 DISTRICTS, AND IN C1 OR CLEAR WIDTH SHALL BE 10 MINIMUM CLEAR WIDTH OF 12	CIRCULATION PATH WITH A MINIMUM CLEAR WIDTH OF 12 FEET IS PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
LEAST 20 PERCENT OF THE LOCATED ANYWHERE WITHIN ECONDARY PATHS, WHEN ATHS ARE PARALLEL TO EACH N AT INTERVALS NOT TO EXCEED IAN CIRCULATION PATHS, T TO A ZONING LOT WITHOUT A TERMINATES AT THE COMMON IIRED WITHIN 10 FEET OF	PROVIDED: 49 LF (100% OF SHORELINE LENGTH) OF CIRCULATION PATH PROVIDED WITHIN 10 FEET OF SHORELINE.		
NE CIRCULATION PATH WITH A UT THE SUPPLEMENTAL PUBLIC OF THE SHORE PUBLIC WALKWAY	NO SUPPLEMENTAL ACCESS AREA REQUIRED.	N/A	N/A
	N/A	N/A	N/A
C WALKWAY SHALL BE G ON OCTOBER 14, 1997, SHORE PUBLIC WALKWAY MAY ATH AND SIX FOOT WIDE DTH MAY BE FURTHER REDUCED	N/A - ZONING LOT DID NOT EXIST ON OCTOBER 14, 1997.	N/A	N/A

8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION
Date:	Revision

NORTH ARROW SCALE

KEY PLAN

DRAWING TITLE

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DATE: OCTOBER 27, 2023
PROJECT No
DRAWN BY: SZ
CHECKED BY: RP/AB
DWG. No.:

Z-07.00

824

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
62-62(B)	SEATING:	(B) SEATING ONE LINEAR FOOT OF SEATING SHALL BE PROVIDED FOR EVERY 75 SQUARE FEET OF SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA. SUCH SEATING MAY BE LOCATED ANYWHERE WITHIN SUCH PUBLIC ACCESS AREAS AND SHALL COMPLY WITH THE STANDARDS OF SECTION 62-652. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.**	TOTAL OF 65.33 LF SEATING PROVIDED:	COMPLIES	L-500 FURNITURE PLAN
		IN ADDITION, UP TO 25 PERCENT OF REQUIRED SEATING MAY BE LOCATED SEAWARD OF THE SHORE PUBLIC WALKWAY AND SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 62-652, PARAGRAPH (H).	NO SEAWARD SEATING PROPOSED:	N/A	N/A
62-62(C)(1) - (4)	PLANTING	(C) PLANTING:	N/A	N/A	N/A
	PLANTING AREAS	(C)(1) PLANTING AREAS: AN AREA EQUAL TO AT LEAST 35 PERCENT OF THE AREA OF THE SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA SHALL BE PLANTED. **REQUIRED:** **3,478 SF X 35% = 1,217.3 SF MINIMUM OF AREA SHALL BE PLANTED.**	1,635 SF OF PLANTED AREA PROVIDED.	COMPLIES	L-300 PLANTING PLAN
	LAWN	(C)(1)(i) WHERE A SUPPLEMENTAL PUBLIC ACCESS AREA IS GREATER THAN 1,875 SQUARE FEET, AT LEAST 15 PERCENT OF THE REQUIRED PLANTING AREA OF THE SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA, COMBINED, SHALL BE PROVIDED AS LAWN;	NO SUPPLEMENTAL ACCESS AREA REQUIRED.	N/A	N/A
	TIDAL WETLAND AREA	(C)(1)(ii) UP TO 30 PERCENT OF THE REQUIRED PLANTING AREA MAY BE PROVIDED AS TIDAL WETLAND AREA AND SHALL BE MEASURED IN PLAN VIEW AND NOT ALONG THE PLANTED SLOPE; OR	NO TIDAL WETLAND AREA PROPOSED.		
	PLANTING NEAR BICYCLE PATHS	(C)(1)(iii) WHEN A DEDICATED BICYCLE PATH IS PROVIDED WITHIN A SUPPLEMENTAL PUBLIC ACCESS AREA, A PLANTING AREA WITH A WIDTH OF AT LEAST FIVE FEET SHALL BE PROVIDED BETWEEN THE BICYCLE PATH AND ANY PAVED AREA FOR PEDESTRIAN USE. FOR THE PURPOSE OF CALCULATING PLANTING REQUIREMENTS, THE AREA OF THE BICYCLE PATH MAY BE DEDUCTED FROM THE COMBINED AREA OF THE SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA.	NO SUPPLEMENTAL ACCESS AREA REQUIRED.		
	PLANTING LOCATION	SUCH PLANTING AREAS IN THIS PARAGRAPH, (C), MAY BE LOCATED ANYWHERE WITHIN THE SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA AND SHALL COMPLY WITH THE STANDARDS OF SECTION 62-655.	REQUIRED PLANTING ARE LOCATED WITHIN THE SHORE PUBLIC WALKWAY AND COMPLY WITH THE STANDARDS OF SECTION 62-655.	COMPLIES,	L-300 PLANTING PLAN
	SCREENING BUFFER	(C)(2) SCREENING BUFFER	N/A	N/A	N/A
	SCREENING BUFFER REQUIREMENT	(C)(2)(i) A SCREENING BUFFER SHALL BE PROVIDED WITHIN THE SHORE PUBLIC WALKWAY OR THE SUPPLEMENTAL PUBLIC ACCESS AREA, RUNNING ALONG THE ENTIRE UPLAND BOUNDARY OF SUCH AREA WHERE IT ABUTS NON-PUBLICLY ACCESSIBLE AREAS OF THE ZONING LOT, EXCEPT AS WAIVED PURSUANT TO PARAGRAPH (C)(2)(III) OF THIS SECTION. ANY SCREENING BUFFER PROVIDED PURSUANT TO THIS SECTION MAY BE USED TO MEET THE PLANTING REQUIREMENTS OF PARAGRAPH (C)(1) OF THIS SECTION.	A SCREENING BUFFER IS PROVIDED WITHIN THE SHORE PUBLIC WALKWAY	COMPLIES	L-300 PLANTING PLAN
	SCREENING BUFFER MINIMUM WIDTH	(C)(2)(ii) THE MINIMUM WIDTH OF THE SCREENING BUFFER SHALL BE SIX FEET. ON SHALLOW LOTS WHERE THE WIDTH OF THE SHORE PUBLIC WALKWAY MAY BE REDUCED PURSUANT TO SECTION 62-53; THE WIDTH OF THE SCREENING BUFFER MAY BE REDUCED PROPORTIONALLY BUT SHALL IN NO CASE BE LESS THAN FOUR FEET.	MINIMUM OF 6 FT WIDTH OF THE SCREENING BUFFER IS PROVIDED.		
	SCREENING BUFFER EXEMPTIONS:	(C)(2)(iii) NO SCREENING BUFFER SHALL BE REQUIRED:	N/A	N/A	N/A
		(C)(2)(iii)(A) ADJACENT TO A PRIVATE DRIVE, A STREET OR AT THE ENTRANCES TO BUILDINGS; OR			
		(C)(2)(iii)(B) FOR A COMMERCIAL OR COMMUNITY FACILITY USE WITHIN A DISTANCE OF 15 FEET FROM THE SIDEWALK OR WATERFRONT PUBLIC ACCESS AREA, THAT IS GLAZED WITH WINDOWS, TRANSOMS OR GLAZED PORTIONS OF DOORS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 37-34 (MINIMUM TRANSPARENCY REQUIREMENTS).			
	TREES AND ADDITIONAL PLANTING	(C)(3) TREES AND ADDITIONAL PLANTING:	N/A	COMPLIES	L-300 PLANTING PLAN
	CANOPY TREE:	(C)(3)(i) A MINIMUM OF ONE CANOPY TREE SHALL BE PROVIDED FOR EVERY 2,000 SQUARE FEET OF SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA. IN NO EVENT MAY A SHORE PUBLIC WALKWAY HAVE LESS THAN TWO CANOPY TREES FOR EVERY 100 FEET OF SHORE LINE. **REQUIRED:** **3,478 SF / 2,000 = 1.74** **MINIMUM OF 2 CANOPY TREE REQUIRED.** **49 LF / 100 = 0.49** **MINIMUM OF 2 CANOPY TREE REQUIRED**	3 CANOPY TREES PROPOSED.		
	ADDITIONAL PLANTING:	(C)(3)(ii) IN ADDITION TO THE TREES REQUIRED PURSUANT TO PARAGRAPH (C)(3)(I) OF THIS SECTION, FOR EVERY 1,250 SQUARE FEET OF SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA, ONE OF THE FOLLOWING MUST BE PROVIDED: A CANOPY TREE, AN ORNAMENTAL TREE OR A MULTI-STEMMED EQUIVALENT, 60 SQUARE FEET OF PLANTING BEDS OR 110 SQUARE FEET OF ACCESSIBLE LAWN. **REQUIRED:** **3,478 SF / 1,250 = 2.78** **3 CANOPY TREE, ORNAMENTAL TREE OR MULTI-STEMMED EQUIVALENT, 180 SQUARE FEET OF PLANTING BEDS OR 330 SQUARE FEET OF ACCESSIBLE LAWN.**	5 ORNAMENTAL TREES PROPOSED.		
	TREES AND ADDITIONAL PLANTING LOCATION	TREES AND ADDITIONAL PLANTING AREAS MAY BE LOCATED ANYWHERE WITHIN THE SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA AND SHALL COMPLY WITH THE STANDARDS OF SECTION 62-655.	TREES AND ADDITIONAL PLANTING AREAS ARE LOCATED WITHIN THE SHORE PUBLIC WALKWAY.		
	REDUCTION IN MINIMUM REQUIRED PLANTING AREA:	THE MINIMUM PLANTING AREA, REQUIRED BY PARAGRAPH (C)(1) OF THIS SECTION, MAY BE REDUCED BY 1 SQUARE FEET FOR EVERY LINEAR FOOT OF:	N/A	N/A	N/A
	PLANTING REDUCTIONS	(C)(4)(i) SHORELINE IMPROVED FOR BOAT LAUNCHING OR MOORING OR DESIGNED WITH ARCHITECTURAL FEATURES TO FACILITATE DIRECT ACCESS TO THE WATER, SUCH AS STEPS OR OTHER FORMS OF "GET-DOWNS," EXCEPT THAT RIP-RAP USED AS STABILIZED SHORE SHALL NOT QUALIFY FOR A PLANTING REDUCTION; OR;			
		(C)(4)(ii) WF USES WITH FRONTAGE ADJOINING, AND HAVING A PUBLIC ENTRANCE ON, THE SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA, PROVIDED THAT THE SCREENING BUFFER FOR SUCH SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA IS WAIVED PURSUANT TO THE CONNDITIONS OF PARGRAPH (C)(2)(iii) OF THIS SECTION.			

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4/19/21	DCP Submission
5/19/21	DCP Submission
6/19/21	DCP Submission
11/19/21	DCP Submission
Date	Description

SHEET NO.: 1 OF 1

DRAWING TITLE:
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

Date	OCTOBER 19, 2021
Project No.	
Drawn By	LZ
Checked By	AT / AS
DRG No.	Z-08.00

825

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
62-62(B)	SEATING	**(B)** SEATING ONE LINEAR FOOT OF SEATING SHALL BE PROVIDED FOR EVERY 75 SQUARE FE WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA. SUCH SEATING MAY BI WITHIN SUCH PUBLIC ACCESS AREAS AND SHALL COMPLY WITH THE STANDAI **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.**
		IN ADDITION, UP TO 25 PERCENT OF REQUIRED SEATING MAY BE LOCATED SE PUBLIC WALKWAY AND SHALL BE SUBJECT TO THE PROVISIONS OF SECTION 6
62-62(C)(1) - (4)	PLANTING	**(C)** PLANTING:
	PLANTING AREAS	**(C)(1)** PLANTING AREAS AN AREA EQUAL TO AT LEAST 35 PERCENT OF THE AREA OF THE SHORE PUBLI SUPPLEMENTAL PUBLIC ACCESS AREA SHALL BE PLANTED. **REQUIRED:** **3,478 SF X 35% = 1,217.3 SF MINIMUM OF AREA SHALL BE PLANTED.**
	LAWN	**(C)(1)(i)** WHERE A SUPPLEMENTAL PUBLIC ACCESS AREA IS GREATER THAN 1,8 15 PERCENT OF THE REQUIRED PLANTING AREA OF THE SHORE PUBLIC WALK\ PUBLIC ACCESS AREA, COMBINED, SHALL BE PROVIDED AS LAWN;
	TIDAL WETLAND AREA	**(C)(1)(ii)** UP TO 30 PERCENT OF THE REQUIRED PLANTING AREA MAY BE PROV AREA AND SHALL BE MEASURED IN PLAN VIEW AND NOT ALONG THE PLANTE
	PLANTING NEAR BICYCLE PATHS	**(C)(1)(iii)** WHEN A DEDICATED BICYCLE PATH IS PROVIDED WITHIN A SUPPLEM A PLANTING AREA WITH A WIDTH OF AT LEAST FIVE FEET SHALL BE PROVIDEC AND ANY PAVED AREA FOR PEDESTRIAN USE. FOR THE PURPOSE OF CALCULA REQUIREMENTS, THE AREA OF THE BICYCLE PATH MAY BE DEDUCTED FROM T SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA.
	PLANTING LOCATION	SUCH PLANTING AREAS IN THIS PARAGRAPH, (C), MAY BE LOCATED ANYWHEF WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA AND SHALL COMPLY WI1 SECTION 62-655.
	SCREENING BUFFER	**(C)(2)** SCREENING BUFFER
	SCREENING BUFFER REQUIREMENT	**(C)(2)(i)** A SCREENING BUFFER SHALL BE PROVIDED WITHIN THE SHORE PUBLI SUPPLEMENTAL PUBLIC ACCESS AREA, RUNNING ALONG THE ENTIRE UPLAND WHERE IT ABUTS NON-PUBLICLY ACCESSIBLE AREAS OF THE ZONING LOT, EXC TO PARAGRAPH (C)(2)(III) OF THIS SECTION. ANY SCREENING BUFFER PROVIDI SECTION MAY BE USED TO MEET THE PLANTING REQUIREMENTS OF PARAGR/
	SCREENING BUFFER MINIMUM WIDTH	**(C)(2)(ii)** THE MINIMUM WIDTH OF THE SCREENING BUFFER SHALL BE SIX FEE THE WIDTH OF THE SHORE PUBLIC WALKWAY MAY BE REDUCED PURSUANT T

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
FEET OF SHORE PUBLIC BE LOCATED ANYWHERE ARDS OF SECTION 62-652.	TOTAL OF 85.33 LF SEATING PROVIDED.	COMPLIES	L-500 FURNITURE PLAN
SEAWARD OF THE SHORE 62-652, PARAGRAPH (H).	NO SEAWARD SEATING PROPOSED.	N/A	N/A
	N/A	N/A	N/A
BLIC WALKWAY AND	1,635 SF OF PLANTED AREA PROVIDED.	COMPLIES	L-300 PLANTING PLAN
1,875 SQUARE FEET, AT LEAST LKWAY AND SUPPLEMENTAL.	NO SUPPLEMENTAL ACCESS AREA REQUIRED.	N/A	N/A
OVIDED AS TIDAL WETLAND TED SLOPE; OR	NO TIDAL WETLAND AREA PROPOSED.		
EMENTAL PUBLIC ACCESS AREA, ED BETWEEN THE BICYCLE PATH LATING PLANTING A THE COMBINED AREA OF THE	NO SUPPLEMENTAL ACCESS AREA REQUIRED.		
HERE WITHIN THE SHORE PUBLIC WITH THE STANDARDS OF	REQUIRED PLANTING ARE LOCATED WITHIN THE SHORE PUBLIC WALKWAY AND COMPLY WITH THE STANDARDS OF SECTION 62-655.	COMPLIES	L-300 PLANTING PLAN
	N/A	N/A	N/A
BLIC WALKWAY OR THE ND BOUNDARY OF SUCH AREA XCEPT AS WAIVED PURSUANT IDED PURSUANT TO THIS GRAPH (C)(1) OF THIS SECTION.	A SCREENING BUFFER IS PROVIDED WITHIN THE SHORE PUBLIC WALKWAY	COMPLIES	L-300 PLANTING PLAN
EET. ON SHALLOW LOTS WHERE T TO SECTION 62-53, THE WIDTH	MINIMUM OF 6 FT WIDTH OF THE SCREENING BUFFER IS PROVIDED.		

827

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	THE WIDTH OF THE SHORE PUBLIC WALKWAY MAY BE REDUCED PURSUANT T OF THE SCREENING BUFFER MAY BE REDUCED PROPORTIONALLY BUT SHALL N
SCREENING BUFFER EXEMPTIONS	**(C)(2)(iii)** NO SCREENING BUFFER SHALL BE REQUIRED:
	(C)(2)(iii)(A) ADJACENT TO A PRIVATE DRIVE, A STREET OR AT THE ENTRANCES
	(C)(2)(iii)(B) FOR A COMMERCIAL OR COMMUNITY FACILITY USE WITHIN A DIS THE SIDEWALK OR WATERFRONT PUBLIC ACCESS AREA, THAT IS GLAZED WITH GLAZED PORTIONS OF DOORS IN ACCORDANCE WITH THE PROVISIONS OF SEC TRANSPARENCY REQUIREMENTS).
TREES AND ADDITIONAL PLANTING	**(C)(3)** TREES AND ADDITIONAL PLANTING:
CANOPY TREE	**(C)(3)(i)** A MINIMUM OF ONE CANOPY TREE SHALL BE PROVIDED FOR EVERY 2 PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA. IN NO EVENT M WALKWAY HAVE LESS THAN TWO CANOPY TREES FOR EVERY 100 FEET OF SHO **REQUIRED:** **3,478 SF / 2,000 = 1.74** **MINIMUM OF 2 CANOPY TREE REQUIRED.** **49 LF / 100 = 0.49** **MINIMUM OF 2 CANOPY TREE REQUIRED**
ADDITIONAL PLANTING	**(C)(3)(ii)** IN ADDITION TO THE TREES REQUIRED PURSUANT TO PARAGRAPH (C EVERY 1,250 SQUARE FEET OF SHORE PUBLIC WALKWAY AND SUPPLEMENTAL OF THE FOLLOWING MUST BE PROVIDED: A CANOPY TREE, AN ORNAMENTAL EQUIVALENT, 60 SQUARE FEET OF PLANTING BEDS OR 110 SQUARE FEET OF A **REQUIRED:** **3,478 SF / 1,250 = 2.78** **3 CANOPY TREE, ORNAMENTAL TREE OR MULTI-STEMMED EQUIVALENT, 18** **BEDS OR 330 SQUARE FEET OF ACCESSIBLE LAWN.**
TREES AND ADDITIONAL PLANTING LOCATION	TREES AND ADDITIONAL PLANTING AREAS MAY BE LOCATED ANYWHERE WITH WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA AND SHALL COMPLY WIT SECTION 62-655.
REDUCTION IN MINIMUM REQUIRED PLANTING AREA	THE MINIMUM PLANTING AREA, REQUIRED BY PARAGRAPH (C)(1) OF THIS SE SQUARE FEET FOR EVERY LINEAR FOOT OF:
PLANTING REDUCTIONS	**(C)(4)(i)** SHORELINE IMPROVED FOR BOAT LAUNCHING OR MORRING OR DESI FEATURES TO FACILITATE DIRECT ACCESS TO THE WATER, SUCH AS STEPS OR "GET-DOWNS," EXCEPT THAT RIP-RAP USED AS STABILIZED SHORE SHALL NOT REDUCTION; OR
	(C)(4)(ii) WE USES WITH FRONTAGE ADJOINING, AND HAVING A PUBLIC ENTR WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA, PROVIDED THAT THE SC SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA IS WAIVE CONNDITIONS OF PARGRAPH (C)(2)(iii) OF THIS SECTION.

T TO SECTION 62-53, THE WIDTH L NOT BE LESS THAN FOUR FEET.	SCREENING BUFFER IS PROVIDED.		
CES TO BUILDINGS; OR	N/A	N/A	N/A
DISTANCE OF 15 FEET FROM ITH WINDOWS, TRANSOMS OR SECTION 37-34 (MINIMUM			
Y 2,000 SQUARE FEET OF SHORE T MAY A SHORE PUBLIC SHORELINE.	N/A 3 CANOPY TREES PROPOSED.	COMPLIES	L-300 PLANTING PLAN
I (C)(3)(I) OF THIS SECTION, FOR AL PUBLIC ACCESS AREA, ONE AL TREE OR A MULTI-STEMMED F ACCESSIBLE LAWN.	5 ORNAMENTAL TREES PROPOSED.		
180 SQUARE FEET OF PLANTING			
WITHIN THE SHORE PUBLIC WITH THE STANDARDS OF	TREES AND ADDITIONAL PLANTING AREAS ARE LOCATED WITHIN THE SHORE PUBLIC WALKWAY		
SECTION, MAY BE REDUCED BY 1	N/A	N/A	N/A
ESIGNED WITH ARCHITECTURAL R OTHER FORMS OF OT QUALIFY FOR A PLANTING			
TRANCE ON, THE SHORE PUBLIC SCREENING BUFFER FOR SUCH VED PURSUANT TO THE			

Date:	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

LICENSED LANDSCAPE ARCHITECT — STATE OF NEW YORK

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No:

Z-08.00

829

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	PLANTING REDUCTIONS	HOWEVER, WHERE A SUPPLEMENTAL PUBLIC ACCESS AREA HAVING AN AREA OF AT LEAST 7,500 SQUARE FEET CONTAINING A PLAYGROUND OF AT LEAST 3,500 SQUARE FEET IN AREA AND IMPROVED IN ACCORDANCE WITH THE STANDARDS OF THE DEPARTMENT OF PARKS AND RECREATION IS PROVIDED, THE REQUIRED MINIMUM PLANTING AREA MAY BE REDUCED BY ONE SQUARE FOOT FOR EVERY FIVE SQUARE OF PLAYGROUND AREA. THE PLAYGROUND AREA MAY BE LOCATED ANYWHERE WITHIN THE WATERFRONT PUBLIC ACCESS AREA THAT IS BEYOND 20 FEET OF THE SHORELINE.			
		IN NO EVENT SHALL THE REDUCED PLANTING AREA BE LESS THAN 25 PERCENT OF THE COMBINED AREA OF THE SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA.			
62-62(D).	BICYCLE PARKING	(D) BICYCLE PARKING BICYCLE RACKS SUFFICIENT TO PROVIDE AT LEAST FOUR BICYCLE PARKING SPACES SHALL BE PROVIDED WITHIN A WATERFRONT PUBLIC ACCESS AREA. **REQUIRED:** **MINIMUM OF FOUR BICYCLE PARKING SPACES REQUIRED.**	FOUR BICYCLE PARKING SPACES PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
		FURTHERMORE, WHEN THE COMBINED AREA OF THE SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA IS GREATER THAN 8,000 SQUARE FEET, TWO ADDITIONAL BICYCLE PARKING SPACES SHALL BE PROVIDED FOR EVERY ADDITIONAL 2,000 SQUARE FEET OF SHORE PUBLIC WALKWAY OR SUPPLEMENTAL PUBLIC ACCESS AREA.	N/A (SHORE PUBLIC WALKWAY IS LESS THAN 8,000 SQUARE FEET)	N/A	N/A
		BICYCLE RACKS SHALL BE ADJACENT TO A CIRCULATION PATH AND AT LEAST 20 FEET FROM THE SHORELINE. SUCH BICYCLE RACKS MAY BE LOCATED IN PUBLIC SIDEWALKS ADJACENT TO THE ZONING LOT. ALL BICYCLE RACKS SHALL COMPLY WITH THE STANDARDS OF SECTION 62-657.	BICYCLE RACKS ARE LOCATED IN PUBLIC SIDEWALKS ADJACENT TO THE ZONING LOT.	COMPLIES	L-100 KEY AND DIMENSION PLAN
62-62(E)	TRASH RECEPTACLES	(E) TRASH RECEPTACLES ONE TRASH RECEPTACLE SHALL BE PROVIDED FOR EVERY 4,000 SQUARE FEET OF SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA, AND ALL TRASH RECEPTACLES SHALL BE LOCATED IN VISIBLE AND CONVENIENT LOCATIONS. ALL TRASH RECEPTACLES SHALL COMPLY WITH THE STANDARDS OF SECTION 62-658. **REQUIRED:** **3,478 SF / 4,000 = 0.87** **1 TRASH RECEPTACLE REQUIRED.**	PROVIDED: 2 TRASH RECEPTACLE PROVIDED WITHIN SHORE PUBLIC WALKWAY.		
	PUBLIC ACCESS DESIGN REFERENCE STANDARDS				
62-65	PUBLIC ACCESS DESIGN REFERENCE STANDARDS	THE STANDARDS OF THIS SECTION, INCLUSIVE, SHALL BE APPLICABLE TO ALL WATERFRONT PUBLIC ACCESS AREAS AND VISUAL CORRIDORS. NO HOLLOW PLASTIC MATERIAL, SUCH AS PVC (POLYVINYL CHLORIDE) OR SIMILAR MATERIAL SHALL BE PERMITTED IN GUARDRAILS, FENCES, SEATING, TRASH RECEPTACLES OR OTHER SIMILAR FURNITURE WITHIN A WATERFRONT PUBLIC ACCESS AREA. HOWEVER, HIGH-DENSITY POLYETHYLENE SHALL BE PERMITTED.	NO HOLLOW PLASTIC MATERIAL WILL BE USED IN GUARDRAILS, FENCES, SEATING, TRASH RECEPTACLES OR OTHER SIMILAR FURNITURE WITHIN A WATERFRONT PUBLIC ACCESS AREA.	COMPLIES	L-802 - L-804 SITE DETAILS & L-805 SITE DETAILS
62-651 (A)	GUARDRAILS, GATES AND OTHER PROTECTIVE BARRIERS	(A) GUARDRAILS	GUARDRAILS ARE PROPOSED	COMPLIES	COMPLIES
		FOR THE PURPOSES OF THIS PARAGRAPH, (A), THE TERM "GUARDRAIL" SHALL ONLY TO FENCING OR SIMILAR STRUCTURES PROVIDED ALONG A BULKHEAD, STABILIZED SHORE OR THE WATER EDGES OF A PIER OR PLATFORM. WHEN A GUARDRAIL IS PROVIDED, IT SHALL HAVE A MAXIMUM HEIGHT OF 42 INCHES MEASURED FROM THE ADJOINING GRADE LEVEL; AND SHALL BE AT LEAST 70 PERCENT OPEN. GUARDRAILS MAY BE MOUNTED ON A SOLID CURB NOT HIGHER THAN SIX INCHES. A GUARDRAIL MAY BE SUBSTITUTED FOR A WALL, PURSUANT TO PARAGRAPH (C)(3) OF THIS SECTION. **REQUIRED:** **GUARDRAILS SHALL HAVE A MAXIMUM HEIGHT OF 42 INCHES** **GUARDRAILS SHALL BE AT LEAST 70 PERCENT OPEN**	PROVIDED: 42" HIGH STAINLESS STEEL MESH GUARDRAIL WITH A MINIMUM OPENING OF 70 PERCENT	COMPLIES	L-805 SITE DETAILS
62-651 (B)(1)- (2).	BOLLARDS	(B) BOLLARDS	NO BOLLARDS PROPOSED	N/A	N/A
	PERMITTED BOLLARD LOCATIONS	(B)(1)(i) BOLLARDS SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALONG THE BULKHEAD, STABILIZED SHORE OR THE WATER EDGES OF A PIER OR PLATFORM;	N/A	N/A	N/A
		(B)(1)(ii) BOLLARDS SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALONG A ZONING LOT LINE ADJACENT TO, AND LIMITING ACCESS FROM, AN UPLAND STREET; AND			
		(B)(1)(iii) BOLLARDS SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALONG THE BOUNDARIES OF A ROADWAY WITHIN AN UPLAND CONNECTION.			
	PERMITTED BOLLARD SIZE	(B)(2) BOLLARDS SHALL NOT EXCEED 30 INCHES IN HEIGHT, AND SHALL BE BETWEEN SIX AND 15 INCHES IN WIDTH. THE TOP OF THE BOLLARDS SHALL NOT CONSIST OF ANY SHARP EDGES. THE MINIMUM CLEARANCE BETWEEN TWO BOLLARDS SHALL BE FIVE FEET.	N/A		
62-651 (C)(1) - (4)	FENCES AND WALLS	(C) FENCES AND WALLS	NO FENCES AND WALLS PROPOSED		
	PERMITTED FENCE AND WALL LOCATION REQUIREMENTS	(C)(1)(i) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALONG THE BOUNDARY OF A WATERFRONT PUBLIC ACCESS AREA AND AN ADJOINING PRIVATE AREA ON THE ZONING LOT;	N/A	N/A	N/A
		(C)(1)(ii) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: AROUND THE PERIMETER OF A PLAYGROUND, TOT-LOT, OR DOG-RUN;			
		(C)(1)(iii) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ADJOINING WD USES;			
		(C)(1)(iv) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: WITHIN A VISUAL CORRIDOR; AND			
		(C)(1)(v) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALONG ANY GRADE LEVEL CHANGE OF 30 INCHES OR GREATER			
	PERMITTED FENCE HEIGHT AND TRANSPARENCY REQUIREMENTS	(C)(2) FENCES SHALL HAVE A MAXIMUM HEIGHT OF 36 INCHES MEASURED FROM THE ADJOINING GRADE LEVEL, AND BE AT LEAST 70 PERCENT OPEN. FENCES MAY BE MOUNTED ON A SOLID CURB NOT HIGHER THAN SIX INCHES.	N/A	N/A	N/A
		(C)(3) WALLS SHALL NOT EXCEED A HEIGHT OF 21 INCHES, AND MAY BE FULLY OPAQUE.	N/A	N/A	N/A
	PERMITTED FENCE REQUIREMENTS	(C)(4) CHAIN LINK FENCING OR BARBED OR RAZOR WIRE SHALL NOT BE PERMITTED.			

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

CLIENT
ZD JASPER REALTY

LANDSCAPE ARCHITECT
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ARCHITECT
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CIVIL ENGINEER
MCLAREN ENGINEERING GROUP

6/30/21	DCP Submission
9/15/21	DCP Submission
5/20/22	DCP Submission
11/14/22	DCP Submission
Date	Revision

NORTH ARROW / SCALE

KEY PLAN

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DATE: OCTOBER 31, 2022
PROJECT #
DRAWN BY:
CHECKED BY:
SHEET #

Z-09.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	PLANTING REDUCTIONS	HOWEVER, WHERE A SUPPLEMENTAL PUBLIC ACCESS AREA HAVING AN AREA FEET CONTAINING A PLAYGROUND OF AT LEAST 3,500 SQUARE FEET IN AREA ACCORDANCE WITH THE STANDARDS OF THE DEPARTMENT OF PARKS AND RI REQUIRED MINIMUM PLANTING AREA MAY BE REDUCED BY ONE SQUARE FO OF PLAYGROUND AREA. THE PLAYGROUND AREA MAY BE LOCATED ANYWHEI PUBLIC ACCESS AREA THAT IS BEYOND 20 FEET OF THE SHORELINE.
		IN NO EVENT SHALL THE REDUCED PLANTING AREA BE LESS THAN 25 PERCEN THE SHORE PUBLIC WALKWAY AND SUPPLEMENTAL PUBLIC ACCESS AREA.
62-62(D)	BICYCLE PARKING	**(D)** BICYCLE PARKING BICYCLE RACKS SUFFICIENT TO PROVIDE AT LEAST FOUR BICYCLE PARKING SP/ WITHIN A WATERFRONT PUBLIC ACCESS AREA. **REQUIRED:** **MINIMUM OF FOUR BICYCLE PARKING SPACES REQUIRED.**
		FURTHERMORE, WHEN THE COMBINED AREA OF THE SHORE PUBLIC WALKW/ PUBLIC ACCESS AREA IS GREATER THAN 8,000 SQUARE FEET, TWO ADDITIONA SHALL BE PROVIDED FOR EVERY ADDITIONAL 2,000 SQUARE FEET OF SHORE P SUPPLEMENTAL PUBLIC ACCESS AREA.
		BICYCLE RACKS SHALL BE ADJACENT TO A CIRCULATION PATH AND AT LEAST 2 SHORELINE. SUCH BICYCLE RACKS MAY BE LOCATED IN PUBLIC SIDEWALKS AD ALL BICYCLE RACKS SHALL COMPLY WITH THE STANDARDS OF SECTION 62-65
62-62(E)	TRASH RECEPTACLES	**(E)** TRASH RECEPTACLES ONE TRASH RECEPTACLE SHALL BE PROVIDED FOR EVERY 4,000 SQUARE FEET AND SUPPLEMENTAL PUBLIC ACCESS AREA, AND ALL TRASH RECEPTACLES SH/ AND CONVENIENT LOCATIONS. ALL TRASH RECEPTACLES SHALL COMPLY WITI SECTION 62-658. **REQUIRED:** **3,478 SF / 4,000 = 0.87** **1 TRASH RECEPTACLE REQUIRED.**
	PUBLIC ACCESS DESIGN REFERENCE STANDARDS	
62-65	PUBLIC ACCESS DESIGN REFERENCE STANDARDS	THE STANDARDS OF THIS SECTION, INCLUSIVE, SHALL BE APPLICABLE TO ALL \ AREAS AND VISUAL CORRIDORS. NO HOLLOW PLASTIC MATERIAL, SUCH AS P\ SIMILAR MATERIAL SHALL BE PERMITTED IN GUARDRAILS, FENCES, SEATING, OTHER SIMILAR FURNITURE WITHIN A WATERFRONT PUBLIC ACCESS AREA. H POLYETHYLENE SHALL BE PERMITTED.
62-651 (A)	GUARDRAILS, GATES AND OTHER PROTECTIVE BARRIERS	**(A)** GUARDRAILS
		FOR THE PURPOSES OF THIS PARAGRAPH (A), THE TERM "GUARDRAIL" SHALL

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
EA OF AT LEAST 7,500 SQUARE EA AND IMPROVED IN RECREATION IS PROVIDED, THE FOOT FOR EVERY FIVE SQUARE HERE WITHIN THE WATERFRONT ENT OF THE COMBINED AREA OF			
SPACES SHALL BE PROVIDED	FOUR BICYCLE PARKING SPACES PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
WAY AND SUPPLEMENTAL NAL BICYCLE PARKING SPACES E PUBLIC WALKWAY, OR	N/A (SHORE PUBLIC WALKWAY IS LESS THAN 8,000 SQUARE FEET)	N/A	N/A
T 20 FEET FROM THE ADJACENT TO THE ZONING LOT. 557.	BICYCLE RACKS ARE LOCATED IN PUBLIC SIDEWALKS ADJACENT TO THE ZONING LOT.	COMPLIES	L-100 KEY AND DIMENSION PLAN
ET OF SHORE PUBLIC WALKWAY SHALL BE LOCATED IN VISIBLE ITH THE STANDARDS OF	PROVIDED: 2 TRASH RECEPTACLE PROVIDED WITHIN SHORE PUBLIC WALKWAY.		
L WATERFRONT PUBLIC ACCESS PVC (POLYVINYL CHLORIDE) OR S, TRASH RECEPTACLES OR, HOWEVER, HIGH-DENSITY	NO HOLLOW PLASTIC MATERIAL, WILL BE USED IN GUARDRAILS, FENCES, SEATING, TRASH RECEPTACLES OR OTHER SIMILAR FURNITURE WITHIN A WATERFRONT PUBLIC ACCESS AREA.	COMPLIES	L-802 - L-804 SITE DETAILS & L-805 SITE DETAILS
	GUARDRAILS ARE PROPOSED	COMPLIES	COMPLIES
ALL REFER ONLY TO FENCING OR		COMPLIES	L-805

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45-40 VERNON BOULEVARD
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		FOR THE PURPOSES OF THIS PARAGRAPH, (A), THE TERM "GUARDRAIL" SHALL SIMILAR STRUCTURES PROVIDED ALONG A BULKHEAD, STABILIZED SHORE OR OR PLATFORM. WHEN A GUARDRAIL IS PROVIDED, IT SHALL HAVE A MAXIMUM HEIGHT OF 4; THE ADJOINING GRADE LEVEL, AND SHALL BE AT LEAST 70 PERCENT OPEN. GU MOUNTED ON A SOLID CURB NOT HIGHER THAN SIX INCHES. A GUARDRAIL MAY BE SUBSTITUTED FOR A WALL, PURSUANT TO PARAGRAPH **REQUIRED:** **GUARDRAILS SHALL HAVE A MAXIMUM HEIGHT OF 42 INCHES** **GUARDRAILS SHALL BE AT LEAST 70 PERCENT OPEN**
62-651 (B)(1) - (2)	BOLLARDS	**(B)** BOLLARDS
	PERMITTED BOLLARD LOCATIONS	**(B)(1)(i)** BOLLARDS SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALONG SHORE OR THE WATER EDGES OF A PIER OR PLATFORM;
		(B)(1)(ii) BOLLARDS SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALON ADJACENT TO, AND LIMITING ACCESS FROM AN UPLAND STREET; AND
		(B)(1)(iii) BOLLARDS SHALL BE LIMITED TO THE FOLLOWING LOCATIONS: ALOI ROADWAY WITHIN AN UPLAND CONNECTION.
	PERMITTED BOLLARD SIZE	**(B)(2)** BOLLARDS SHALL NOT EXCEED 30 INCHES N HEIGHT AND SHALL BE BET\ WIDTH. THE TOP OF THE BOLLARDS SHALL NOT CONSIST OF ANY SHARP EDGE BETWEEN TWO BOLLARDS SHALL BE FIVE FEET.
62-651 (C)(1) - (4)	FENCES AND WALLS	**(C)** FENCES AND WALLS
	PERMITTED FENCE AND WALL LOCATION REQUIREMENTS	**(C)(1)(i)** FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FO THE BOUNDARY OF A WATERFRONT PUBLIC ACCESS AREA AND AN ADJOININ(ZONING LOT;
		(C)(1)(ii) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FC AROUND THE PERIMETER OF A PLAYGROUND, TOT-LOT, OR DOG-RUN;
		(C)(1)(iii) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE F(ADJOINING WD USES;
		(C)(1)(iv) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE F(WITHIN A VISUAL CORRIDOR; AND
		(C)(1)(v) FENCES AND WALLS, WHEN PROVIDED, SHALL BE LIMITED TO THE FC ALONG ANY GRADE LEVEL CHANGE OF 30 INCHES OR GREATER
	PERMITTED FENCE HEIGHT AND TRANSPARENCY REQUIREMENTS	**(C)(2)** FENCES SHALL HAVE A MAXIMUM HEIGHT OF 36 INCHES MEASURED FR LEVEL, AND BE AT LEAST 70 PERCENT OPEN. FENCES MAY BE MOUNTED ON A THAN SIX INCHES.
		(C)(3) WALLS SHALL NOT EXCEED A HEIGHT OF 21 INCHES, AND MAY BE FULLY
	PERMITTED FENCE REQUIREMENTS	**(C)(4)** CHAIN LINK FENCING OR BARBED OR RAZOR WIRE SHALL NOT BE PERM

ALL REFER ONLY TO FENCING OR OR THE WATER EDGES OF A PIER		COMPLIES	L-805 SITE DETAILS
42 INCHES MEASURED FROM GUARDRAILS MAY BE PH (C)(3) OF THIS SECTION.	PROVIDED: 42" HIGH STAINLESS STEEL MESH GUARDRAIL WITH A MINIMUM OPENING OF 70 PERCENT		
	NO BOLLARDS PROPOSED	N/A	N/A
ONG THE BULKHEAD, STABILIZED	N/A	N/A	N/A
ONG A ZONING LOT LINE			
ONG THE BOUNDARIES OF A			
ETWEEN SIX AND 15 INCHES IN GES. THE MINIMUM CLEARANCE	N/A		
	NO FENCES AND WALLS PROPOSED		
FOLLOWING LOCATIONS: ALONG ING PRIVATE AREA ON THE	N/A	N/A	N/A
FOLLOWING LOCATIONS:			
FOLLOWING LOCATIONS:			
FOLLOWING LOCATIONS:			
FOLLOWING LOCATIONS:			
FROM THE ADJOINING GRADE I A SOLID CURB NOT HIGHER	N/A	N/A	N/A
LLY OPAQUE.	N/A	N/A	N/A
RMITTED.			

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE

KEY PLAN

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

LICENSED LANDSCAPE ARCHITECT — STATE OF NEW YORK

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No:

Z-09.00

834

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
62-651 (D) (1) - (3)	GATES	(D) GATES	NO GATES PROPOSED	N/A	N/A
	PERMITTED GATE LOCATION REQUIREMENTS	GATES ATTACHED TO FENCES AND WALLS THAT LIMIT PHYSICAL ACCESS TO WATERFRONT PUBLIC ACCESS AREAS FROM STREETS, PUBLIC PARKS OR OTHER PUBLIC WAYS, OR FROM ADJACENT WATERFRONT PUBLIC ACCESS AREAS ON ADJOINING ZONING LOTS, SHALL COMPLY WITH THE PROVISIONS OF THIS PARAGRAPH (D). SUCH GATES SHALL BE PERMITTED ONLY AT THE BOUNDARIES OF WATERFRONT PUBLIC ACCESS AREAS AND SUCH ADJACENT PUBLICLY ACCESSIBLE AREAS, EXCEPT THAT TYPE 1 UPLAND CONNECTIONS GATES MAY BE LOCATED AT THE SEAWARD BOUNDARY OF THE ENTRY AREA. GATES SHALL NOT INTRUDE INTO ANY PLANTING AREA. GATES MAY BE CLOSED ONLY PURSUANT TO SECTION 62-71 (OPERATIONAL REQUIREMENTS).	N/A	N/A	N/A
	PERMITTED GATE HEIGHT AND TRANSPARENCY REQUIREMENTS	THE MAXIMUM HEIGHT OF A GATE SHALL BE FOUR FEET ABOVE THE ADJOINING GRADE LEVEL. GATES SHALL BE NO MORE THAN 30 PERCENT OPAQUE.	N/A	N/A	N/A
	PERMITTED GATE OBSTRUCTION REQUIREMENTS	WHEN OPENED FOR ACCESS, 70 PERCENT OF THE TOTAL WIDTH, IN AGGREGATE, OF THE WATERFRONT PUBLIC ACCESS AREA SHALL BE FREE OF OBSTRUCTIONS ASSOCIATED WITH THE GATE, AND THERE SHALL BE A MINIMUM CLEAR DISTANCE OF AT LEAST 16 FEET BETWEEN ANY TWO OBSTRUCTIONS OF THE GATE.	N/A	N/A	N/A
		IN ADDITION, IN ITS OPEN POSITION, THE GATE AND ITS SUPPORT STRUCTURES SHALL NOT OBSTRUCT:			
		(D)(1) ANY CIRCULATION PATH;			
		(D)(2) 25 PERCENT OF THE WIDTH OF THE ENTRY AREA OF AN UPLAND CONNECTION ALONG EACH SIDE OF THE CENTERLINE OF SUCH ENTRY AREA; AND			
		(D)(3) AT LEAST 50 PERCENT OF THE WIDTH OF THE SHORE PUBLIC WALKWAY CLOSEST TO THE SHORELINE			
	SEATING				
62-652(A)	SEATING WITH BACKS	(A) SEATING WITH BACKS AT LEAST 50 PERCENT OF THE REQUIRED SEATING SHALL HAVE BACKS **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 50% = 23.19 LF MINIMUM SHALL HAVE BACKS.**	PROVIDED: 65.00 LF SEATING WITH BACKS.	COMPLIES	L-500 FURNITURE PLAN
		AND AT LEAST 50 PERCENT OF SUCH SEATING SHALL FACE IN THE GENERAL DIRECTION OF THE WATER. **REQUIRED:** **23.19 X 50% = 11.60 LF MINIMUM SHALL FACING THE WATER.**	PROVIDED: 48.50 LF SEATING WITH BACKS FACING THE WATER		
		SEAT BACKS SHALL BE AT LEAST 14 INCHES HIGH. WALLS LOCATED ADJACENT TO A SEATING SURFACE SHALL NOT COUNT AS SEAT BACKS. **REQUIRED:** **SEAT BACKS SHALL BE AT LEAST 14 INCHES HIGH.**	PROVIDED: SEAT BACKS ARE AT LEAST 14 INCHES HIGH.	COMPLIES	L-803 SITE DETAILS
		ALL SEAT BACKS MUST EITHER BE CONTOURED IN FORM FOR COMFORT OR SHALL BE RECLINED FROM THE VERTICAL BETWEEN 10 TO 15 DEGREES. **REQUIRED:** **SEAT BACKS SHALL BE RECLINED FROM THE VERTICAL BETWEEN 10 TO 15 DEGREES**	PROVIDED: SEAT BACKS ARE RECLINED FROM THE VERTICAL BETWEEN 10 TO 15 DEGREES		
62-652(B)	DEPTH	(B) DEPTH SEATING WITH OR WITHOUT BACKS SHALL HAVE A DEPTH OF NOT LESS THAN 18 INCHES, AND FOR: SEATING WITH BACKS, SUCH DEPTH SHALL NOT BE GREATER THAN 20 INCHES. SEATING WITH A DEPTH OF AT LEAST 36 INCHES, AND ACCESSIBLE FROM BOTH SIDES, MAY BE CREDITED AS DOUBLE SEATING. WHEN SEATING IS PROVIDED ON A PLANTER LEDGE, SUCH LEDGE MUST HAVE A MINIMUM DEPTH OF 22 INCHES. REQUIRED: SEATING WITHOUT BACK: SEATING DEPTH SHALL BE 18 INCH MINIMUM. SEATING WITH BACK: SEATING DEPTH SHALL BE 18 INCH MINIMUM AND 20 INCH MAXIMUM. DOUBLE SEATING: SEATING DEPTH SHALL BE 36 INCHES MINIMUM, AND ACCESSIBLE FROM BOTH SIDES. SEATING ON PLANTER LEDGE: SEATING DEPTH SHALL BE 22 INCH MINIMUM	PROVIDED: SEATING WITH BACK: SEATING DEPTH IS 18 INCH MINIMUM AND 20 INCH MAXIMUM.	COMPLIES	L-803 & L-804 SITE DETAILS
62-652(C)	HEIGHT	(C) HEIGHT AT LEAST 75 PERCENT OF THE REQUIRED SEATING SHALL HAVE A HEIGHT NOT LESS THAN 16 INCHES NOR GREATER THAN 20 INCHES ABOVE THE LEVEL OF THE ADJACENT GRADE. SEATING HIGHER THAN 36 INCHES OR LOWER THAN 12 INCHES SHALL NOT QUALIFY TOWARD THE SEATING REQUIREMENTS. SEATING MAY BE MOUNTED ON A SOLID CURB NOT HIGHER THAN SIX INCHES. **REQUIRED:** **46.37 X 75% = 34.78LF OF SEATING SHALL BE 16 INCH TO 20 INCH ABOVE THE LEVEL OF THE ADJACENT GRADE.**	PROVIDED: 85.33 LF (100%) OF SEATING ARE 16 INCH TO 20 INCH ABOVE THE LEVEL OF THE ADJACENT GRADE.	COMPLIES	L-100 GRADING PLAN
62-652(D)	CLEARANCE	(D) CLEARANCE SEATING SHALL BE LOCATED A MINIMUM OF 22 INCHES FROM ANY CIRCULATION PATH OR PERMITTED OBSTRUCTION ALONG THE ACCESSIBLE SIDE OF SUCH SEATING, EXCEPT THAT SEATING WITHOUT BACKS MAY BE AS CLOSE TO A GUARDRAIL AS 12 INCHES.	SEATING IS LOCATED A MINIMUM OF *22 INCHES FROM ANY CIRCULATION* PATH OR PERMITTED OBSTRUCTION ALONG THE ACCESSIBLE SIDE OF SUCH SEATING	COMPLIES	L-100 KEY AND *DIMENSION PLAN* & L-500 FURNITURE PLAN
62-652(C)(1)-(4)	TYPES OF SEATING	(E) TYPES OF SEATING IN SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS, AT LEAST TWO OF THE FOLLOWING TYPES OF SEATING ARE REQUIRED: MOVEABLE SEATING, FIXED INDIVIDUAL SEATS, FIXED BENCHES WITH BACKS; FIXED BENCHES WITHOUT BACKS; LOUNGING CHAIRS AND DESIGN FEATURE SEATING.	3 TYPES OF SEATING ARE PROVIDED: FIXED BENCHES WITH BACKS; FIXED DESIGN FEATURE SEATING, AND MOVEABLE SEATING.		

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

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1/16/24	DCP Submission
5/15/24	DCP Submission
6/26/24	DCP Submission
11/26/24	DCP Submission

SHEET TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DATE	OCTOBER 9, 2024
PROJECT #	
DRAWN BY	LZ
CHECKED BY	EP / JS
DWG #	Z-10.00

Z-10.00

835

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
62-651 (D) (1) - (3)	GATES	**(D)** GATES
	PERMITTED GATE LOCATION REQUIREMENTS	GATES ATTACHED TO FENCES AND WALLS THAT LIMIT PHYSICAL ACCESS TO W AREAS FROM STREETS, PUBLIC PARKS OR OTHER PUBLIC WAYS, OR FROM ADJ ACCESS AREAS ON ADJOINING ZONING LOTS, SHALL COMPLY WITH THE PROV (D). SUCH GATES SHALL BE PERMITTED ONLY AT THE BOUNDARIES OF WATER AND SUCH ADJACENT PUBLICLY ACCESSIBLE AREAS, EXCEPT THAT TYPE 1 UPL MAY BE LOCATED AT THE SEAWARD BOUNDARY OF THE ENTRY AREA. GATES ! ANY PLANTING AREA. GATES MAY BE CLOSED ONLY PURSUANT TO SECTOIN 6 REQUIREMENTS).
	PERMITTED GATE HEIGHT AND TRANSPARENCY REQUIREMENTS	THE MAXIMUM HEIGHT OF A GATE SHALL BE FOUR FEET ABOVE THE ADJOINI SHALL BE NO MORE THAN 30 PERCENT OPAQUE.
	PERMITTED GATE OBSTRUCTION REQUIREMENTS	WHEN OPENED FOR ACCESS, 70 PERCENT OF THE TOTAL WIDTH, IN AGGREGA PUBLIC ACCESS AREA SHALL BE FREE OF OBSTRUCTIONS ASSOCIATED WITH TH BE A MINIMUM CLEAR DISTANCE OF AT LEAST 16 FEET BETWEEN ANY TWO O
		IN ADDITION, IN ITS OPEN POSITION, THE GATE AND ITS SUPPORT STRUCTURE
		(D)(1) ANY CIRCULATION PATH;
		(D)(2) 25 PERCENT OF THE WIDTH OF THE ENTRY AREA OF AN UPLAND CONNI THE CENTERLINE OF SUCH ENTRY AREA; AND
		(D)(3) AT LEAST 50 PERCENT OF THE WIDTH OF THE SHORE PUBLIC WALKWAY
	SEATING	
62-652(A)	SEATING WITH BACKS	**(A)** SEATING WITH BACKS AT LEAST 50 PERCENT OF THE REQUIRED SEATING SHALL HAVE BACKS, **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 50% = 23.19 LF MINIMUM SHALL HAVE BACKS.**
		AND AT LEAST 50 PERCENT OF SUCH SEATING SHALL FACE IN THE GENERAL DI **REQUIRED:** **23.19 X 50% = 11.60 LF MINIMUM SHALL FACING THE WATER.**
		SEAT BACKS SHALL BE AT LEAST 14 INCHES HIGH. WALLS LOCATED ADJACENT SHALL NOT COUNT AS SEAT BACKS. **REQUIRED:**

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	NO GATES PROPOSED	N/A	N/A
) WATERFRONT PUBLIC ACCESS ADJACENT WATERFRONT PUBLIC OVISIONS OF THIS PARAGRAPH ERFRONT PUBLIC ACCESS AREAS PLAND CONNECTIONS GATES ES SHALL NOT INTRUDE INTO N 62-71 (OPERATIONAL	N/A	N/A	N/A
NING GRADE LEVEL. GATES	N/A	N/A	N/A
GATE, OF THE WATERFRONT THE GATE, AND THERE SHALL OBSTRUCTIONS OF THE GATE: URES SHALL NOT OBSTRUCT: NNECTION ALONG EACH SIDE OF AY CLOSEST TO THE SHORELINE	N/A	N/A	N/A
	PROVIDED: 65.00 LF SEATING WITH BACKS.	COMPLIES	L-500 FURNITURE PLAN
DIRECTION OF THE WATER.	PROVIDED: 48.50 LF SEATING WITH BACKS FACING THE WATER		
NT TO A SEATING SURFACE	PROVIDED: SEAT BACKS ARE AT LEAST 14 INCHES	COMPLIES	L-803 SITE DETAILS

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		REQUIRED: **SEAT BACKS SHALL BE AT LEAST 14 INCHES HIGH.**
		ALL SEAT BACKS MUST EITHER BE CONTOURED IN FORM FOR COMFORT OR SI VERTICAL BETWEEN 10 TO 15 DEGREES. **REQUIRED:** **SEAT BACKS SHALL BE RECLINED FROM THE VERTICAL BETWEEN 10 TO 15 DE**
62-652(B)	DEPTH	**(B)** DEPTH SEATING WITH OR WITHOUT BACKS SHALL HAVE A DEPTH OF NOT LESS THAN SEATING WITH BACKS, SUCH DEPTH SHALL NOT BE GREATER THAN 20 INCHES AT LEAST 36 INCHES, AND ACCESSIBLE FROM BOTH SIDES, MAY BE CREDITED, SEATING IS PROVIDED ON A PLANTER LEDGE, SUCH LEDGE MUST HAVE A MIN REQUIRED: SEATING WITHOUT BACK: SEATING DEPTH SHALL BE 18 INCH MINIMUM. SEATING WITH BACK: SEATING DEPTH SHALL BE 18 INCH MINIMUM AND 20 I DOUBLE SEATING: SEATING DEPTH SHALL BE 36 INCHES MINIMUM, AND ACC SEATING ON PLANTER LEDGE: SEATING DEPTH SHALL BE 22 INCH MINIMUM.
62-652(C)	HEIGHT	**(C)** HEIGHT AT LEAST 75 PERCENT OF THE REQUIRED SEATING SHALL HAVE A HEIGHT NOT GREATER THAN 20 INCHES ABOVE THE LEVEL OF THE ADJACENT GRADE. SEAT OR LOWER THAN 12 INCHES SHALL NOT QUALIFY TOWARD THE SEATING REQ MOUNTED ON A SOLID CURB NOT HIGHER THAN SIX INCHES. **REQUIRED:** **46.37 X 75% = 34.78LF OF SEATING SHALL BE 16 INCH TO 20 INCH ABOVE TH** **GRADE.**
62-652(D)	CLEARANCE	**(D)** CLEARANCE SEATING SHALL BE LOCATED A MINIMUM OF 22 INCHES FROM ANY CIRCULAT OBSTRUCTION ALONG THE ACCESSIBLE SIDE OF SUCH SEATING, EXCEPT THAT MAY BE AS CLOSE TO A GUARDRAIL AS 12 INCHES.
62-652(E)(1)-(4)	TYPES OF SEATING	**(E)** TYPES OF SEATING IN SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS, AT FOLLOWING TYPES OF SEATING ARE REQUIRED: MOVEABLE SEATING, FIXED I BENCHES WITH BACKS, FIXED BENCHES WITHOUT BACKS, LOUNGING CHAIRS SEATING.

	SEAT BACKS ARE AT LEAST 14 INCHES HIGH.		
SHALL BE RECLINED FROM THE **DEGREES**	PROVIDED: SEAT BACKS ARE RECLINED FROM THE VERTICAL BETWEEN 10 TO 15 DEGREES		
AN 18 INCHES, AND FOR IES. SEATING WITH A DEPTH OF D AS DOUBLE SEATING. WHEN INIMUM DEPTH OF 22 INCHES.) INCH MAXIMUM. CCESSIBLE FROM BOTH SIDES. /I.	PROVIDED: SEATING WITH BACK: SEATING DEPTH IS 18 INCH MINIMUM AND 20 INCH MAXIMUM.	COMPLIES	L-803 & L-804 SITE DETAILS
OT LESS THAN 16 INCHES NOR ATING HIGHER THAN 36 INCHES EQUIREMENTS. SEATING MAY BE **THE LEVEL OF THE ADJACENT**	PROVIDED: 85.33 LF (100%) OF SEATING ARE 16 INCH TO 20 INCH ABOVE THE LEVEL OF THE ADJACENT GRADE.	COMPLIES	L-100 GRADING PLAN
ATION PATH OR PERMITTED AT SEATING WITHOUT BACKS	SEATING IS LOCATED A MINIMUM OF 22 INCHES FROM ANY CIRCULATION PATH OR PERMITTED OBSTRUCTION ALONG THE ACCESSIBLE SIDE OF SUCH SEATING	COMPLIES	L-100 KEY AND DIMENSION PLAN & L-500 FURNITURE PLAN
AT LEAST TWO OF THE) INDIVIDUAL SEATS, FIXED RS AND DESIGN FEATURE	3 TYPES OF SEATING ARE PROVIDED: FIXED BENCHES WITH BACKS, FIXED DESIGN FEATURE SEATING, AND MOVEABLE SEATING		

839

8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION
Date:	Revision

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

Z-10.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	DESIGN FEATURE SEATING	(E)(1) DESIGN FEATURE SEATING PLANTER LEDGES, SEATING WALLS, AND SEATING STEPS MAY BE PROVIDED, AND SHALL BE LIMITED TO 25 PERCENT OF THE REQUIRED SEATING. WALLS AND PLANTER LEDGES SHALL BE FLAT AND SMOOTH WITH AT LEAST ONE INCH RADIUS ROUNDED EDGES. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 25% = 11.59 LF MAXIMUM SHALL BE DESIGN FEATURE SEATING.** **SEATING SHALL BE FLAT, SMOOTH, AND A MINIMUM 1"" RADIUS ROUNDED EDGE.**	PROVIDED: 20.44 LF DESIGN FEATURE SEATING PROVIDED. 11.58 LF APPLICABLE DESIGN FEATURE SEATING PROVIDED PER ZR 62-652 (E)(1) - ALL DESIGN FEATURE SEATING SHALL BE FLAT AND HAVE A MINIMUM 1"" RADIUS ROUNDED EDGE.	COMPLIES.	L-500 FURNITURE PLAN
	MOVEABLE SEATING	(E)(2) MOVEABLE SEATING MOVEABLE CHAIRS, EXCLUDING THOSE IN OPEN AIR CAFES, MAY BE CREDITED AS 18 INCHES OF LINEAR SEATING PER CHAIR; HOWEVER, NOT MORE THAN 50 PERCENT OF REQUIRED LINEAR SEATING MAY BE IN MOVEABLE CHAIRS. MOVEABLE CHAIRS MAY BE PLACED IN STORAGE OUTSIDE OF THE REQUIRED HOURS OF OPERATION, PURSUANT TO SECTION 62-71, PARAGRAPH (A). ALL MOVEABLE CHAIRS MUST HAVE BACKS. MOVEABLE CHAIRS SHALL NOT BE CHAINED, FIXED, OR OTHERWISE SECURED WHILE THE WATERFRONT PUBLIC ACCESS AREA IS OPEN TO THE PUBLIC. **REQUIRED:** **46.37 LF X 50% = 23.18 LF OF MOVEABLE CHAIRS PERMITTED** **MOVEABLE CHAIRS SHALL HAVE BACKS AND SHALL NOT BE FIXED DURING OPERATING HOURS.**	PROVIDED: 16.5 LF MOVEABLE BACKED CHAIRS PROVIDED		
	SEATING STEPS	(F)(1) SEATING STEPS. SEATING STEPS SHALL NOT INCLUDE ANY STEPS INTENDED FOR CIRCULATION AND MUST HAVE A HEIGHT NOT LESS THAN 12 INCHES NOR GREATER THAN 30 INCHES AND A DEPTH NOT LESS THAN 18 INCHES.	NO SEATING STEPS PROPOSED.	N/A	N/A
	LOUNGE CHAIRS	(E)(4) LOUNGE CHAIRS. LOUNGE CHAIRS SHALL ALLOW FOR A RECLINED POSITION SUPPORTING THE BACK AS WELL AS THE LEGS. LOUNGE CHAIRS MAY BE CREDITED AS 36 INCHES OF LINEAR SEATING PER CHAIR.	NO LOUNGE CHAIRS PROPOSED.		
62-652(F)	SOCIAL SEATING AND TABLES	(F) SOCIAL SEATING AND TABLES AT LEAST 25 PERCENT OF REQUIRED SEATING SHALL BE SOCIAL SEATING, CONSISTING OF SEATS THAT ARE PLACED IN CLOSE PROXIMITY AND AT ANGLES TO ONE ANOTHER OR IN FACING CONFIGURATIONS THAT FACILITATE SOCIAL INTERACTION. A MINIMUM OF TWO SQUARE FEET OF TABLE SHALL BE REQUIRED FOR EVERY THREE LINEAR FEET OF SOCIAL SEATING. HOWEVER, ANY REQUIREMENT FOR TABLES THAT, IN TOTAL, IS LESS THAN 10 SQUARE FEET SHALL BE WAIVED, AND NO MORE THAN 150 SQUARE FEET OF TABLES SHALL BE REQUIRED IN ANY SITE. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 25% = 11.59 LF MAXIMUM SHALL BE SOCIAL SEATING.** **11.59 LF / 3 = 3.86** **MINIMUM OF 4X2= 8 SF OF TABLES REQUIRED. (LESS THAN 10 SF) CAN BE WAIVED.**	PROVIDED: 44.83 LF SOCIAL SEATING IS PROVIDED. TABLES ARE WAIVED.	COMPLIES	L-500 FURNITURE PLAN
62-652(G)	SHADED SEATING	(G) SHADED SEATING AT LEAST 20 PERCENT OF REQUIRED SEATING SHALL BE SHADED. SEATING SHALL BE CONSIDERED SHADED IF IT IS LOCATED UNDER A CANOPY TREE OR SHADE STRUCTURE, OR ON THE EASTERN SIDE AND WITHIN 45 FEET OF THE TRUNK OF A CANOPY TREE OR OF A SHADE STRUCTURE. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 20% = 9.27 LF MINIMUM SHALL BE SHADED SEATING.**	PROPOSED: 68.83 LF SHADED SEATING IS PROVIDED.		
62-652(H)	SEAWARD SEATING	(H) SEAWARD SEATING UP TO 25 PERCENT OF REQUIRED SEATING MAY BE LOCATED SEAWARD OF THE SHORE PUBLIC WALKWAY, PROVIDED IT IS DESIGNED AS: **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 25% = 11.59 LF MAXIMUM MAY BE LOCATED SEAWARD OF THE SHORE PUBLIC WALKWAY.**	NO SEAWARD SEATING PROVIDED.	N/A	N/A
		(H)(1) A GENERALLY SMOOTH AND FLAT SURFACE WITHIN A STABILIZED NATURAL SHORELINE, IN THE FORM OF ROCK, STONE, WOOD OR OTHER SOLID MATERIAL THAT MEASURES AT LEAST 15 INCHES IN WIDTH AND DEPTH AND IS BETWEEN 12 AND 30 INCHES HIGH MEASURED FROM THE ADJOINING ACCESSIBLE SURFACE; OR	N/A		
		(H)(2) STEPS, WITH A DEPTH AND HEIGHT BETWEEN 12 AND 30 INCHES, THAT FACILITATE ACCESS TO THE WATER. SEAWARD SEATING SHALL NOT BE SUBJECT TO THE PROVISIONS OF PARAGRAPHS (A) THROUGH (G) OF THIS SECTION.	N/A		
	SEATING IN OPEN AIR CAFES OR STAIRS	SEATING IN OPEN AIR CAFES OR STAIRS SHALL NOT QUALIFY TOWARDS SEATING REQUIREMENTS. ALL SEATING LOCATED WITHIN A PLANTING AREA SHALL BE ON PERMEABLE PAVEMENT AND SECURED FOR STABILITY.	NO OPEN AIR CAFES OR STAIRS PORPOSED		

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

CLIENT
ZD JASPER REALTY

ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

LAND SURVEYOR
MCLAREN ENGINEERING GROUP

6/30/21	DCP Submission
7/16/21	DCP Submission
9/10/21	DCP Submission
11/15/21	DCP Submission

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DRAWING NO.
Z-11.00

840

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	DESIGN FEATURE SEATING	**(E)(1)** DESIGN FEATURE SEATING PLANTER LEDGES, SEATING WALLS, AND SEATING STEPS MAY BE PROVIDED, A PERCENT OF THE REQUIRED SEATING. WALLS AND PLANTER LEDGES SHALL BE LEAST ONE INCH RADIUS ROUNDED EDGES. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 25% = 11.59 LF MAXIMUM SHALL BE DESIGN FEATURE SEATING.** **SEATING SHALL BE FLAT, SMOOTH, AND A MINIMUM 1"" RADIUS ROUNDED**
	MOVEABLE SEATING	**(E)(2)** MOVEABLE SEATING MOVEABLE CHAIRS, EXCLUDING THOSE IN OPEN AIR CAFES, MAY BE CREDITEI SEATING PER CHAIR; HOWEVER, NOT MORE THAN 50 PERCENT OF REQUIRED MOVEABLE CHAIRS. MOVEABLE CHAIRS MAY BE PLACED IN STORAGE OUTSIDI OF OPERATION, PURSUANT TO SECTION 62-71, PARAGRAPH (A). ALL MOVEAB BACKS. MOVEABLE CHAIRS SHALL NOT BE CHAINED, FIXED, OR OTHERWISE SE WATERFRONT PUBLIC ACCESS AREA IS OPEN TO THE PUBLIC. **REQUIRED:** **46.37 LF X 50% = 23.18 LF OF MOVEABLE CHAIRS PERMITTED** **MOVEABLE CHAIRS SHALL HAVE BACKS AND SHALL NOT BE FIXED DURING O**
	SEATING STEPS	**(E)(3)** SEATING STEPS SEATING STEPS SHALL NOT INCLUDE ANY STEPS INTENDED FOR CIRCULATION NOT LESS THAN 12 INCHES NOR GREATER THAN 30 INCHES AND A DEPTH NOT
	LOUNGE CHAIRS	**(E)(4)** LOUNGE CHAIRS LOUNGE CHAIRS SHALL ALLOW FOR A RECLINED POSITION SUPPORTING THE E LOUNGE CHAIRS MAY BE CREDITED AS 36 INCHES OF LINEAR SEATING PER CH.
62-652(F)	SOCIAL SEATING AND TABLES	**(F)** SOCIAL SEATING AND TABLES AT LEAST 25 PERCENT OF REQUIRED SEATING SHALL BE SOCIAL SEATING, CON PLACED IN CLOSE PROXIMITY AND AT ANGLES TO ONE ANOTHER OR IN FACIN FACILITATE SOCIAL INTERACTION. A MINIMUM OF TWO SQUARE FEET OF TAB

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
, AND SHALL BE LIMITED TO 25 BE FLAT AND SMOOTH WITH AT **ED EDGE**	PROVIDED: 20.44 LF DESIGN FEATURE SEATING PROVIDED. 11.58 LF APPLICABLE DESIGN FEATURE SEATING PROVIDED PER ZR 62-652 (E)(1) . ALL DESIGN FEATURE SEATING SHALL BE FLAT AND HAVE A MINIMUM 1"" RADIUS ROUNDED EDGE	COMPLIES	L-500 FURNITURE PLAN
TED AS 18 INCHES OF LINEAR ED LINEAR SEATING MAY BE IN IDE OF THE REQUIRED HOURS ABLE CHAIRS MUST HAVE SECURED WHILE THE **OPERATING HOURS**	PROVIDED: 16.5 LF MOVEABLE BACKED CHAIRS PROVIDED		
ON AND MUST HAVE A HEIGHT OT LESS THAN 18 INCHES.	NO SEATING STEPS PROPOSED.	N/A	N/A
E BACK AS WELL AS THE LEGS. CHAIR.	NO LOUNGE CHAIRS PROPOSED.		
ONSISTING OF SEATS THAT ARE ING CONFIGURATIONS THAT ABLES SHALL BE REQUIRED FOR		COMPLIES	L-500 FURNITURE PLAN

PROJECT:
45-40 VERNON BOULEVARD
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		FACILITATE SOCIAL INTERACTION. A MINIMUM OF TWO SQUARE FEET OF TAB EVERY THREE LINEAR FEET OF SOCIAL SEATING. HOWEVER, ANY REQUIREMEN TOTAL, IS LESS THAN 10 SQUARE FEET SHALL BE WAIVED, AND NO MORE THA TABLES SHALL BE REQUIRED IN ANY SITE. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 25% = 11.59 LF MAXIMUM SHALL BE SOCIAL SEATING.** **11.59 LF / 3 = 3.86** **MINIMUM OF 4X2= 8 SF OF TABLES REQUIRED. (LESS THAN 10 SF) CAN BE W**
62-652(G)	SHADED SEATING	**(G)** SHADED SEATING AT LEAST 20 PERCENT OF REQUIRED SEATING SHALL BE SHADED. SEATING SH IF IT IS LOCATED UNDER A CANOPY TREE OR SHADE STRUCTURE, OR ON THE E FEET OF THE TRUNK OF A CANOPY TREE OR OF A SHADE STRUCTURE. **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 20% = 9.27 LF MINIMUM SHALL BE SHADED SEATING.**
62-652(H)	SEAWARD SEATING	**(H)** SEAWARD SEATING UP TO 25 PERCENT OF REQUIRED SEATING MAY BE LOCATED SEAWARD OF TH PROVIDED IT IS DESIGNED AS: **REQUIRED:** **3,478 SF / 75 = 46.37 LF OF SEATING REQUIRED.** **46.37 X 25% = 11.59 LF MAXIMUM MAY BE LOCATED SEAWARD OF THE SHO**
		(H)(1) A GENERALLY SMOOTH AND FLAT SURFACE WITHIN A STABILIZED NATU FORM OF ROCK, STONE, WOOD OR OTHER SOLID MATERIAL THAT MEASURES WIDTH AND DEPTH AND IS BETWEEN 12 AND 30 INCHES HIGH MEASURED FR ACCESSIBLE SURFACE; OR
		(H)(2) STEPS, WITH A DEPTH AND HEIGHT BETWEEN 12 AND 30 INCHES, THAT WATER.
		SEAWARD SEATING SHALL NOT BE SUBJECT TO THE PROVISIONS OF PARAGRA THIS SECTION.
	SEATING IN OPEN AIR CAFES OR STAIRS	SEATING IN OPEN AIR CAFES OR STAIRS SHALL NOT QUALIFY TOWARDS SEATI SEATING LOCATED WITHIN A PLANTING AREA SHALL BE ON PERMEABLE PAVE STABILITY.

ABLES SHALL BE REQUIRED FOR IENT FOR TABLES THAT, IN HAN 150 SQUARE FEET OF **WAIVED.**	PROVIDED: 44.83 LF SOCIAL SEATING IS PROVIDED. TABLES ARE WAIVED.		
SHALL BE CONSIDERED SHADED E EASTERN SIDE AND WITHIN 45	PROPOSED: 68.83 LF SHADED SEATING IS PROVIDED.		
THE SHORE PUBLIC WALKWAY **HORE PUBLIC WALKWAY.**	NO SEAWARD SEATING PROVIDED.	N/A	N/A
TURAL SHORELINE, IN THE ES AT LEAST 15 INCHES IN FROM THE ADJOINING	N/A		
AT FACILITATE ACCESS TO THE RAPHS (A) THROUGH (G) OF	N/A		
TING REQUIREMENTS. ALL VEMENT AND SECURED FOR	NO OPEN AIR CAFES OR STAIRS PORPOSED		

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECK'D BY: RP, AB
DWG. No.:

Z-11.00

844

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	LIGHTING				
62-653	LIGHTING	ALL WATERFRONT PUBLIC ACCESS AREAS SHALL PROVIDE LIGHTING IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS: AN AVERAGE MAINTAINED LEVEL OF ILLUMINATION OF NOT LESS THAN ONE HORIZONTAL FOOT CANDLE (LUMENS PER FOOT) THROUGHOUT ALL WALKABLE AREAS, AND A MINIMUM LEVEL OF ILLUMINATION OF NOT LESS THAN 0.2 HORIZONTAL FOOT CANDLES (LUMENS PER FOOT) THROUGHOUT ALL OTHER AREAS, SHALL BE REQUIRED. SUCH LEVEL OF ILLUMINATION SHALL BE MAINTAINED FROM ONE-HALF HOUR BEFORE SUNSET TO ONE-HALF HOUR AFTER SUNRISE. **REQUIRED:** **AN AVERAGE LEVEL OF ILLUMINATION OF AT LEAST 1 HORIZONTAL FOOT CANDLE THROUGH WALKABLE AREAS** **AN AVERAGE LEVEL OF ILLUMINATION OF AT LEAST 0.2 HORIZONTAL FOOT CANDLES THROUGHOUT ALL OTHERS AREAS.**	PROVIDED: MINIMUM OF ONE HORIZONTAL FOOT CANDLE THROUGHOUT ALL WALKABLE AREAS AND 0.6 HORIZONTAL FOOT CANDLES THROUGHOUT ALL OTHER AREAS PROVIDED.	COMPLIES	L-600 LIGHTING AND PHOTOMETRIC PLAN
		THE AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO SHALL BE NO GREATER THAN 10:1 WITHIN A WATERFRONT PUBLIC ACCESS AREA. **REQUIRED:** **THE AVERAGE ILLUMINATION TO MINIMUM FC UNIFORMITY RATIO SHALL BE LESS THAN 10:1**	PROVIDED: THE AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO IS NO GREATER THAN 10:1.		
		GLARE SHALL BE CONTROLLED TO A SEMI-CUTOFF STANDARD (NOT MORE THAN FIVE PERCENT OF PEAK FOOT CANDLE INTENSITY RADIATING ABOVE 90 DEGREES AND 20 PERCENT OF PEAK INTENSITY ABOVE 80 DEGREES). THE LUMINAIRE SHALL BE EQUIPPED WITH LAMPS WITH A COLOR TEMPERATURE RANGE OF 3000 K TO 4100 K WITH A MINIMUM COLOR RENDERING INDEX OF 65.	GLARE ARE CONTROLLED TO A SEMI-CUTOFF STANDARD. THE LUMINAIRE ARE EQUIPPED WITH LAMPS WITH A COLOR TEMPERATURE RANGE OF 3000 K TO 4100 K WITH A MINIMUM COLOR RENDERING INDEX OF 65		
		ALL LENSES AND GLOBES SHALL BE POLYCARBONATE OR EQUIVALENT.	ALL LENSES AND GLOBES ARE POLYCARBONATE OR EQUIVALENT.		
		ALL LIGHTING SOURCES THAT ILLUMINATE A WATERFRONT PUBLIC ACCESS AREA AND ARE MOUNTED ON OR LOCATED WITHIN BUILDINGS ADJACENT TO THE WATERFRONT PUBLIC ACCESS AREA SHALL BE SHIELDED FROM DIRECT VIEW. IN ADDITION, ALL LIGHTING WITHIN THE WATERFRONT PUBLIC ACCESS AREA SHALL BE SHIELDED TO MINIMIZE ANY ADVERSE EFFECT ON SURROUNDING BUILDINGS CONTAINING RESIDENCES.	ALL LIGHTING SOURCES THAT ILLUMINATE A WATERFRONT PUBLIC ACCESS AREA AND ARE MOUNTED ON OR LOCATED WITHIN BUILDINGS ADJACENT TO THE WATERFRONT PUBLIC ACCESS AREA ARE SHIELDED FROM DIRECT VIEW. IN ADDITION, ALL LIGHTING WITHIN THE WATERFRONT PUBLIC ACCESS AREA ARE SHIELDED TO MINIMIZE ANY ADVERSE EFFECT ON SURROUNDING BUILDINGS CONTAINING RESIDENCES.		
	SIGNAGE				
62-654	SIGNAGE	THE PROVISIONS OF THIS SECTION SHALL APPLY TO SIGNS REQUIRED IN WATERFRONT PUBLIC ACCESS AREAS. ALL SUCH SIGNS SHALL BE LOCATED IN DIRECTLY VISIBLE LOCATIONS, WITHOUT ANY OBSTRUCTION AT ANY TIME. SUCH SIGNS SHALL BE FULLY OPAQUE, NON-REFLECTIVE AND CONSTRUCTED OF PERMANENT, HIGHLY DURABLE MATERIALS, SUCH AS METAL OR STONE. ALL LETTERING SHALL BE IN A CLEAR, SANS-SERIF, NON-NARROW FONT SUCH AS ARIAL, HELVETICA, OR VERDANA, SOLID IN COLOR WITH A MINIMUM HEIGHT OF ONE-QUARTER INCH, UNLESS OTHERWISE SPECIFIED IN THIS SECTION, AND SHALL HIGHLY CONTRAST WITH THE BACKGROUND COLOR.	ALL PROVIDED SIGNS ARE LOCATED IN VISIBLE LOCATIONS, ARE FULLY OPAQUE, NON-REFLECTIVE, AND MADE OF METAL MATERIAL. ALL LETTERING SHALL BE ARIAL WITH A MINIMUM HEIGHT OF 1/4" AND SHALL CONTRAST WITH BACKGROUND COLOR OF SIGN.	COMPLIES	L-100 KEY AND DIMENSION PLAN
		DRAWINGS DOCUMENTING THE SIZE, FORMAT, AND ORIENTATION OF ALL REQUIRED SIGNS SHALL BE INCLUDED IN THE APPLICATION FOR CERTIFICATION, PURSUANT TO SECTION 62-80. SUCH DRAWINGS SHALL INCLUDE DETAILED INFORMATION ABOUT DIMENSIONS OF THE SIGN, LETTERING SIZE, COLOR AND MATERIALS.	DETAIL INFORMATION ARE PROVIDED.	COMPLIES	L-802 SITE DETAILS
62-654(A)(1) - (10)	ENTRY SIGNAGE	(A) ENTRY SIGNAGE. ALL WATERFRONT PUBLIC ACCESS AREAS SHALL CONTAIN AN ENTRY SIGN MOUNTED ON A PERMANENT STRUCTURE. SUCH SIGN SHALL BE LOCATED WITHIN FIVE FEET OF THE BOUNDARY OF THE ENTRANCE FROM A STREET, PUBLIC PARK OR OTHER PUBLIC WAY. REQUIRED SIGNAGE SHALL CONTAIN:	ONE ENTRY SIGN PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
	INFORMATION - THE NEW YORK CITY WATERFRONT SYMBOL	(A)(1) THE NEW YORK CITY WATERFRONT SYMBOL, 12 INCHES SQUARE IN DIMENSION, AS PROVIDED IN THE REQUIRED SIGNAGE SYMBOLS FILE AT THE DEPARTMENT OF CITY PLANNING WEBSITE AND THE "THE NEW YORK WATERFRONT SYMBOL STANDARDS AND SPECIFICATIONS" (PUBLISHED BY THE DEPARTMENT OF CITY PLANNING, APRIL 1989, AND AS MODIFIED FROM TIME TO TIME);	THE NEW YORK CITY WATERFRONT SYMBOL AT 12 INCHES SQUARE IN DIMENSION PROVIDED	COMPLIES	"L-802 SITE DETAILS"
	INFORMATION - "OPEN TO PUBLIC"	(A)(2) LETTERING AT LEAST ONE-AND ONE-HALF INCHES IN HEIGHT, STATING "OPEN TO PUBLIC" IN BOLD TYPE;	PROVIDED LETTERING STATING, "OPEN TO THE PUBLIC" IN BOLD IS AT LEAST 1-1/2" IN HEIGHT		
	INFORMATION - THE APPROVED HOURS OF OPERATION	(A)(3) LETTERING AT LEAST ONE-HALF INCH IN HEIGHT STATING THE APPROVED HOURS OF OPERATION AS REQUIRED PURSUANT TO SECTION 62-71 (OPERATIONAL REQUIREMENTS), PARAGRAPH (A);	PROVIDED LETTERING STATING, "OPEN TO PUBLIC DAWN TO DUSK" HOURS OF OPERATION IN BOLD IS AT LEAST 1-1/2" IN HEIGHT		
	INFORMATION - "DO NOT ENTER OUTSIDE OF HOURS OF OPERATION"	(A)(4) LETTERING AT LEAST ONE-HALF INCH IN HEIGHT STATING "DO NOT ENTER OUTSIDE OF HOURS OF OPERATION";	PROVIDED LETTERING STATING, "DO NOT ENTER OUTSIDE HOURS OF OPERATION" IN BOLD IS AT LEAST 1-1/2" IN HEIGHT		
	INFORMATION - ADA SYMBOL	(A)(5) THE INTERNATIONAL SYMBOL OF ACCESS FOR PERSONS WITH PHYSICAL DISABILITIES, AT LEAST THREE INCHES SQUARE, OR THE STATEMENT: "THIS PUBLIC ACCESS AREA IS ACCESSIBLE TO PERSONS WITH PHYSICAL DISABILITIES";	INTERNATIONAL SYMBOL OF ACCESS FOR PERSONS WITH PHYSICAL DISABILITIES AT 3 INCHES SQUARE PROVIDED		
	INFORMATION - ADDRESS	(A)(6) THE ADDRESS OF THE PROPERTY WHERE THE WATERFRONT PUBLIC ACCESS AREA IS LOCATED;	PROPERTY ADDRESS OF THE WATERFRONT PUBLIC ACCESS AREA PROVIDED		

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
2D JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

MEP ENGINEER
MCLAREN ENGINEERING GROUP

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

Z-12.00

845

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	LIGHTING	
62-653	LIGHTING	ALL WATERFRONT PUBLIC ACCESS AREAS SHALL PROVIDE LIGHTING IN ACCOR FOLLOWING REQUIREMENTS: AN AVERAGE MAINTAINED LEVEL OF ILLUMINATION OF NOT LESS THAN ONE (LUMENS PER FOOT) THROUGHOUT ALL WALKABLE AREAS, AND A MINIMUM NOT LESS THAN 0.2 HORIZONTAL FOOT CANDLES (LUMENS PER FOOT) THROU SHALL BE REQUIRED. SUCH LEVEL OF ILLUMINATION SHALL BE MAINTAINED F BEFORE SUNSET TO ONE-HALF HOUR AFTER SUNRISE. **REQUIRED:** **AN AVERAGE LEVEL OF ILLUMINATION OF AT LEAST 1 HORIZONTAL FOOT CA AREAS** **AN AVERAGE LEVEL OF ILLUMINATION OF AT LEAST 0.2 HORIZONTAL FOOT C OTHERS AREAS**
		THE AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATI THAN 10:1 WITHIN A WATERFRONT PUBLIC ACCESS AREA. **REQUIRED:** **THE AVERAGE ILLUMINATION TO MINIMUM FC UNIFORMITY RATIO SHALL B**
		GLARE SHALL BE CONTROLLED TO A SEMI-CUTOFF STANDARD (NOT MORE TH FOOT CANDLE INTENSITY RADIATING ABOVE 90 DEGREES AND 20 PERCENT OI DEGREES). THE LUMINAIRE SHALL BE EQUIPPED WITH LAMPS WITH A COLOR 3000 K TO 4100 K WITH A MINIMUM COLOR RENDERING INDEX OF 65.
		ALL LENSES AND GLOBES SHALL BE POLYCARBONATE OR EQUIVALENT.
		ALL LIGHTING SOURCES THAT ILLUMINATE A WATERFRONT PUBLIC ACCESS AI OR LOCATED WITHIN BUILDINGS ADJACENT TO THE WATERFRONT PUBLIC AC SHIELDED FROM DIRECT VIEW. IN ADDITION, ALL LIGHTING WITHIN THE WATI AREA SHALL BE SHIELDED TO MINIMIZE ANY ADVERSE EFFECT ON SURROUND RESIDENCES.

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
ORDANCE WITH THE NE HORIZONTAL FOOT CANDLE IM LEVEL OF ILLUMINATION OF OUGHOUT ALL OTHER AREAS, D FROM ONE-HALF HOUR		COMPLIES	L-600 LIGHTING AND PHOTOMETRIC PLAN
CANDLE THROUGH WALKABLE **IT CANDLES THROUGHOUT ALL**	PROVIDED: MINIMUM OF ONE HORIZONTAL FOOT CANDLE THROUGHOUT ALL WALKABLE AREAS AND 0.6 HORIZONTAL FOOT CANDLES THROUGHOUT ALL OTHER AREAS PROVIDED.		
ATIO SHALL BE NO GREATER **L BE LESS THAN 10:1**	PROVIDED: THE AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO IS NO GREATER THAN 10:1.		
THAN FIVE PERCENT OF PEAK OF PEAK INTENSITY ABOVE 80)R TEMPERATURE RANGE OF	GLARE ARE CONTROLLED TO A SEMI-CUTOFF STANDARD. THE LUMINAIRE ARE EQUIPPED WITH LAMPS WITH A COLOR TEMPERATURE RANGE OF 3000 K TO 4100 K WITH A MINIMUM COLOR RENDERING INDEX OF 65.		
	ALL LENSES AND GLOBES ARE POLYCARBONATE OR EQUIVALENT.		
AREA AND ARE MOUNTED ON ACCESS AREA SHALL BE ATERFRONT PUBLIC ACCESS NDING BUILDINGS CONTAINING	ALL LIGHTING SOURCES THAT ILLUMINATE A WATERFRONT PUBLIC ACCESS AREA AND ARE MOUNTED ON OR LOCATED WITHIN BUILDINGS ADJACENT TO THE WATERFRONT PUBLIC ACCESS AREA ARE SHIELDED FROM DIRECT VIEW. IN ADDITION, ALL LIGHTING WITHIN THE WATERFRONT PUBLIC ACCESS AREA ARE SHIELDED TO MINIMIZE ANY ADVERSE EFFECT ON SURROUNDING BUILDINGS		

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	SIGNAGE	
62-654	SIGNAGE	THE PROVISIONS OF THIS SECTION SHALL APPLY TO SIGNS REQUIRED IN WATE AREAS. ALL SUCH SIGNS SHALL BE LOCATED IN DIRECTLY VISIBLE LOCATIONS, AT ANY TIME. SUCH SIGNS SHALL BE FULLY OPAQUE, NON-REFLECTIVE AND C PERMANENT, HIGHLY DURABLE MATERIALS, SUCH AS METAL OR STONE. ALL L CLEAR, SANS-SERIF, NON-NARROW FONT SUCH AS ARIAL, HELVETICA, OR VER A MINIMUM HEIGHT OF ONE-QUARTER INCH, UNLESS OTHERWISE SPECIFIED HIGHLY CONTRAST WITH THE BACKGROUND COLOR.
		DRAWINGS DOCUMENTING THE SIZE, FORMAT, AND ORIENTATION OF ALL RE INCLUDED IN THE APPLICATION FOR CERTIFICATION, PURSUANT TO SECTION SHALL INCLUDE DETAILED INFORMATION ABOUT DIMENSIONS OF THE SIGN, I MATERIALS.
62-654(A)(1) - (10)	ENTRY SIGNAGE	**(A)** ENTRY SIGNAGE ALL WATERFRONT PUBLIC ACCESS AREAS SHALL CONTAIN AN ENTRY SIGN MC STRUCTURE. SUCH SIGN SHALL BE LOCATED WITHIN FIVE FEET OF THE BOUNI FROM A STREET, PUBLIC PARK OR OTHER PUBLIC WAY. REQUIRED SIGNAGE SI
	INFORMATION - THE NEW YORK CITY WATERFRONT SYMBOL	**(A)(1)** THE NEW YORK CITY WATERFRONT SYMBOL, 12 INCHES SQUARE IN DIN THE REQUIRED SIGNAGE SYMBOLS FILE AT THE DEPARTMENT OF CITY PLANNI NEW YORK WATERFRONT SYMBOL STANDARDS AND SPECIFICATIONS" (PUBLI OF CITY PLANNING, APRIL 1989, AND AS MODIFIED FROM TIME TO TIME);
	INFORMATION - "OPEN TO PUBLIC"	**(A)(2)** LETTERING AT LEAST ONE-AND ONE-HALF INCHES IN HEIGHT, STATING TYPE;
	INFORMATION - THE APPROVED HOURS OF OPERATION	**(A)(3)** LETTERING AT LEAST ONE-HALF INCH IN HEIGHT STATING THE APPROVI REQUIRED PURSUANT TO SECTION 62-71 (OPERATIONAL REQUIREMENTS), PA
	INFORMATION - "DO NOT ENTER OUTSIDE OF HOURS OF OPERATION"	**(A)(4)** LETTERING AT LEAST ONE-HALF INCH IN HEIGHT STATING "DO NOT ENT OPERATION";
	INFORMATION - ADA SYMBOL	**(A)(5)** THE INTERNATIONAL SYMBOL OF ACCESS FOR PERSONS WITH PHYSICAI THREE INCHES SQUARE, OR THE STATEMENT: "THIS PUBLIC ACCESS AREA IS A PHYSICAL DISABILITIES";
	INFORMATION - ADDRESS	**(A)(6)** THE ADDRESS OF THE PROPERTY WHERE THE WATERFRONT PUBLIC AC

	SURROUNDING BUILDINGS CONTAINING RESIDENCES.		
ATERFRONT PUBLIC ACCESS IS, WITHOUT ANY OBSTRUCTION) CONSTRUCTED OF L LETTERING SHALL BE IN A ERDANA, SOLID IN COLOR WITH ED IN THIS SECTION, AND SHALL	ALL PROVIDED SIGNS ARE LOCATED IN VISIBLE LOCATIONS, ARE FULLY OPAQUE, NON-REFLECTIVE, AND MADE OF METAL MATERIAL. ALL LETTERING SHALL BE ARIAL WITH A MINIMUM HEIGHT OF 1/4" AND SHALL CONTRAST WITH BACKGROUND COLOR OF SIGN.	COMPLIES	L-100 KEY AND DIMENSION PLAN
REQUIRED SIGNS SHALL BE N 62-80. SUCH DRAWINGS N, LETTERING SIZE, COLOR AND	DETAIL INFORMATION ARE PROVIDED	COMPLIES	L-802 SITE DETAILS
MOUNTED ON A PERMANENT NDARY OF THE ENTRANCE SHALL CONTAIN:	ONE ENTRY SIGN PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
DIMENSION, AS PROVIDED IN INING WEBSITE AND THE "THE BLISHED BY THE DEPARTMENT	THE NEW YORK CITY WATERFRONT SYMBOL AT 12 INCHES SQUARE IN DIMENSION PROVIDED	COMPLIES	"L-802 SITE DETAILS"
IG "OPEN TO PUBLIC" IN BOLD	PROVIDED LETTERING STATING, "OPEN TO THE PUBLIC" IN BOLD IS AT LEAST 1-1/2" IN HEIGHT		
OVED HOURS OF OPERATION AS PARAGRAPH (A);	PROVIDED LETTERING STATING , "OPEN TO PUBLIC DAWN TO DUSK" HOURS OF OPERATION IN BOLD IS AT LEAST 1-1/2" IN HEIGHT		
NTER OUTSIDE OF HOURS OF	PROVIDED LETTERING STATING , "DO NOT ENTER OUTSIDE HOURS OF OPERATION" IN BOLD IS AT LEAST 1-1/2" IN HEIGHT		
CAL DISABILITIES, AT LEAST S ACCESSIBLE TO PERSONS WITH	INTERNATIONAL SYMBOL OF ACCESS FOR PERSONS WITH PHYSICAL DISABILITIES AT 3 INCHES SQUARE PROVIDED		
ACCESS AREA IS LOCATED;	PROPERTY ADDRESS OF THE WATERFRONT PUBLIC ACCESS AREA PROVIDED		

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SJ
CHECKED BY: RP/AB
DWG. No.:

Z-12.00

849

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	INFORMATION - CURRENT OWNER AND MAINTAINACE	(A)(7) THE NAME OF THE CURRENT OWNER AND THE NAME, PHONE NUMBER AND EMAIL ADDRESS OF THE PERSON DESIGNATED TO MAINTAIN THE WATERFRONT PUBLIC ACCESS AREA;	THE NAME OF THE CURRENT OWNER AND CONTACT INFORMATION FOR THE PERSON DESIGNATED TO MAINTAIN THE WPAA PROVIDED		
	INFORMATION - THE STATEMENT	(A)(8) THE STATEMENT: "FOR COMPLAINTS OR QUESTIONS; CALL 311";	THE STATEMENT: "FOR MORE INFORMATION GO TO HTTP://NYC.GOV/PLANNING" PROVIDED		
	INFORMATION - THE STATEMENT	(A)(9) THE STATEMENT: "FOR MORE INFORMATION GO TO HTTP://NYC.GOV/PLANNING"; AND	THE STATEMENT: "FOR MORE INFORMATION GO TO HTTP://NYC.GOV/PLANNING" PROVIDED		
	INFORMATION - RULES OF CONDUCT	(A)(10) RULES OF CONDUCT AS SPECIFIED IN SECTION 62-71, PARAGRAPH (B).	RULES OF CONDUCT AS SPECIFIED IN SECTION 62-71; PARAGRAPH (B) PROVIDED		
	ENTRY SIGNAGE	INFORMATION IN PARAGRAPHS (A)(1) AND (A)(2) MAY BE INSCRIBED IN PAVEMENT OR ON ANY PERMITTED APPROPRIATE AMENITY, SUCH AS A SEATING WALL OR SCULPTURE.	ENTRY SIGNAGE IS PROVIDED ON PERMANENT, FREE-STANDING STRUCTURE.		
		ALL INFORMATION REQUIRED IN THIS PARAGRAPH, (A), SHALL BE INCLUDED ON SIGNS WITH A MAXIMUM DIMENSION IN ONE DIRECTION OF 16 INCHES. THE MAXIMUM HEIGHT OF A SIGN ABOVE THE ADJOINING GRADE SHALL BE THREE FEET FOR A HORIZONTAL SIGN AND FIVE FEET FOR A VERTICAL SIGN. THE BOTTOM OF ALL SIGNS SHALL BE AT LEAST EIGHTEEN INCHES ABOVE ADJOINING GRADE, EXCEPT FOR SIGNS ANGLED 45 DEGREES OR LESS AS MEASURED FROM ADJACENT GRADE. HOWEVER, THE WATERFRONT SYMBOL REQUIRED PURSUANT TO PARAGRAPH (A)(1) NEED NOT BE INCLUDED IN SUCH SIGNAGE IF SUCH SYMBOL IS INSCRIBED NEARBY IN PAVEMENT OR ANY APPROPRIATE AMENITY.	PROVIDED SIGNS DIMENSIONS DO NOT EXCEED 18"X60" AND THEIR BOTTOMS ARE AT LEAST 18" ABOVE THE ADJOINING GRADE, EXCEPT FOR SIGNS ANGLED 45 DEGREES OR LESS. THE WATERFRONT SYMBOL IS PROVIDED ON THE OPEN SPACE SIGN.		
62-654(B)	SIGNAGE AT ZONING LOT LINE	(B) SIGNAGE AT ZONING LOT LINE A SIGN SHALL BE REQUIRED TO BE LOCATED WITHIN FIVE FEET OF ANY ZONING LOT LINE ADJACENT TO ANOTHER ZONING LOT WITHIN A SHORE PUBLIC WALKWAY AND AT A DISTANCE NO GREATER THAN FIVE FEET FROM THE REQUIRED CIRCULATION PATH. ALL INFORMATION REQUIRED IN PARAGRAPH (A) OF THIS SECTION SHALL BE INCLUDED ON SIGNS WITH A MAXIMUM DIMENSION IN ONE DIRECTION OF 16 INCHES. THE MAXIMUM HEIGHT OF A SIGN ABOVE ADJOINING GRADE SHALL BE THREE FEET. THE BOTTOM OF ALL SIGNS SHALL BE AT LEAST 18 INCHES ABOVE ADJOINING GRADE, EXCEPT FOR SIGNS ANGLED 45 DEGREES OR LESS, AS MEASURED FROM ADJACENT GRADE. HOWEVER, THE WATERFRONT SYMBOL REQUIRED PURSUANT TO PARAGRAPH (A)(1) OF THIS SECTION NEED NOT BE INCLUDED IN SUCH SIGNAGE IF SUCH SYMBOL IS INSCRIBED NEARBY IN PAVEMENT OR ANY APPROPRIATE AMENITY, SUCH AS A SEATING WALL OR SCULPTURE.	TWO SIGNS PROVIDED AT ZONING LOT LINE. PROVIDED SIGNS ARE LOCATED WITHIN 5 FEET OF ADJACENT ZONING LOTS WITHIN SHORE PUBLIC WALKWAY AND NO FURTHER THAN 5 FEET FROM THE REQUIRED CIRCULATION PATH.	COMPLIES	L-100 KEY AND DIMENSION PLAN
		HOWEVER, THE WATERFRONT SYMBOL REQUIRED PURSUANT TO PARAGRAPH (A)(1) SHALL BE NO LARGER THAN FOUR INCHES SQUARE, OR 12 INCHES SQUARE IF INSCRIBED IN PAVEMENT OR ANY APPROPRIATE AMENITY, AND THE INFORMATION REQUIRED IN PARAGRAPH (A)(2) OF THIS SECTION SHALL BE ONE INCH HIGH.	12"X12" WATERFRONT SYMBOL IS PROVIDED.	COMPLIES	"L-802 SITE DETAILS"
		THE INFORMATION REQUIRED IN PARAGRAPHS (A)(1) AND (A)(2) MAY BE INSCRIBED IN PAVEMENT OR ON ANY PERMITTED APPROPRIATE AMENITY.	SIGNS ARE PROVIDED ON PERMANENT, FREE STANDING STRUCTURES		
62-654(C)	OTHER SIGNAGE:	(C) OTHER SIGNAGE SEATING AREAS WITHIN WATERFRONT PUBLIC ACCESS AREAS ALLOWED PURSUANT TO PARAGRAPH (B) OF SECTION 62-62 (DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS) SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS "SEATING OPEN TO PUBLIC" IN LETTERING AT LEAST ONE INCH HIGH. SUCH SIGN SHALL BE CLEARLY VISIBLE FROM THE WATERFRONT PUBLIC ACCESS AREA. IN ADDITION, SUCH SIGN SHALL BE NO GREATER THAN 60 SQUARE INCHES, NO HIGHER THAN 18 INCHES ABOVE ADJACENT GRADE, AND ANGLED FOR VISIBILITY. THE REQUIRED SIGN MAY BE FREESTANDING OR ATTACHED TO A PERMITTED AMENITY WITHIN THE WATERFRONT PUBLIC ACCESS AREA.	PROVIDED SEATING AREAS WITHIN WATERFRONT PUBLIC ACCESS AREAS ARE IDENTIFIED BY A MARINE GRADE STAINLESS STEEL #304 SIGN WITH THE WORDS ""SEATING OPEN TO PUBLIC"" IN LETTERING AT LEAST ONE INCH HIGH. PROVIDED SIGNS ARE VISIBLE FROM THE WATERFRONT PUBLIC ACCESS AREA AND ARE 54 SQUARE INCHES, 12 INCHES ABOVE THE ADJACENT GRADE, AND ANGLED (1351/8 DEGREES) FOR VISIBILITY. 1 FREESTANDING SEATING SIGNS PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN & L-802 SITE DETAILS
		NO ADVERTISING SIGNS MAY BE LOCATED WITHIN A WATERFRONT PUBLIC ACCESS AREA.	NO ADVERTISING SIGN PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
	PLANTING AND TREES				
62-655	PLANTING AND TREES	WITHIN WATERFRONT PUBLIC ACCESS AREAS AND PARKING AREAS WHERE PLANTING OR SCREENING IS REQUIRED, THE DESIGN STANDARDS OF THIS SECTION SHALL APPLY. A DETAILED LANDSCAPE PLAN PREPARED BY A REGISTERED LANDSCAPE ARCHITECT SHALL BE SUBMITTED TO THE DEPARTMENT OF PARKS AND RECREATION PRIOR TO SEEKING CERTIFICATION BY THE CHAIRPERSON OF THE CITY PLANNING COMMISSION, PURSUANT TO THE REQUIREMENTS OF SECTION 62-80. SUCH PLANS SHALL INCLUDE PLANTS SUITED FOR WATERFRONT CONDITIONS AND INCLUDE A DIVERSITY OF SPECIES WITH EMPHASIS ON NATIVE PLANTS, SPECIES THAT ARE TOLERANT OF SALT, SEDIMENT, HIGH SEASONAL WATER FLOW, AND HIGH WINDS, AS APPLICABLE TO THE LOCATION AND THE FACILITATION OF SUSTAINABLE WILDLIFE HABITATS, WHERE APPROPRIATE. NO SPECIES LISTED ON QUARANTINE OR AS A HOST SPECIES FOR ANY DISEASE LISTED BY THE DEPARTMENT OF PARKS AND RECREATION AT THE TIME OF APPLICATION SHALL BE INCLUDED.	ALL PROPOSED PLANTING SELECTION ARE SUITED FOR WATERFRONT CONDITIONS PER REQUIREMENTS.	COMPLIES	L-300 PLANTING PLAN
		ALL LANDSCAPED AREAS SHALL CONTAIN A BUILT-IN IRRIGATION SYSTEM OR CONTAIN HOSE BIBS WITHIN 100 FEET OF ALL PLANTING AREAS.	ALL LANDSCAPED AREAS CONTAIN A BUILT-IN IRRIGATION SYSTEM.		

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

CLIENT
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

STRUCTURAL ENGINEER
MCLAREN ENGINEERING GROUP

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

DRAWING NO.
Z-13.00

850

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	INFORMATION - CURRENT OWNER AND MAINTAINACE	**(A)(7)** THE NAME OF THE CURRENT OWNER AND THE NAME, PHONE NUMBEF THE PERSON DESIGNATED TO MAINTAIN THE WATERFRONT PUBLIC ACCESS A
	INFORMATION - THE STATEMENT	**(A)(8)** THE STATEMENT: "FOR COMPLAINTS OR QUESTIONS: CALL 311";
	INFORMATION - THE STATEMENT	**(A)(9)** THE STATEMENT: "FOR MORE INFORMATION GO TO HTTP://NYC.GOV/I
	INFORMATION - RULES OF CONDUCT	**(A)(10)** RULES OF CONDUCT AS SPECIFIED IN SECTION 62-71, PARAGRAPH (B).
	ENTRY SIGNAGE	INFORMATION IN PARAGRAPHS (A)(1) AND (A)(2) MAY BE INSCRIBED IN PAVE PERMITTED APPROPRIATE AMENITY, SUCH AS A SEATING WALL OR SCULPTUR ALL INFORMATION REQUIRED IN THIS PARAGRAPH, (A), SHALL BE INCLUDED (DIMENSION IN ONE DIRECTION OF 16 INCHES. THE MAXIMUM HEIGHT OF A S GRADE SHALL BE THREE FEET FOR A HORIZONTAL SIGN AND FIVE FEET FOR A ' OF ALL SIGNS SHALL BE AT LEAST EIGHTEEN INCHES ABOVE ADJOINING GRADI 45 DEGREES OR LESS AS MEASURED FROM ADJACENT GRADE. HOWEVER, THE REQUIRED PURSUANT TO PARAGRAPH (A)(1) NEED NOT BE INCLUDED IN SUCI IS INSCRIBED NEARBY IN PAVEMENT OR ANY APPROPRIATE AMENITY.
62-654(B)	SIGNAGE AT ZONING LOT LINE	**(B)** SIGNAGE AT ZONING LOT LINE A SIGN SHALL BE REQUIRED TO BE LOCATED WITHIN FIVE FEET OF ANY ZONIN ANOTHER ZONING LOT WITHIN A SHORE PUBLIC WALKWAY AND AT A DISTAN FEET FROM THE REQUIRED CIRCULATION PATH. ALL INFORMATION REQUIREI SECTION SHALL BE INCLUDED ON SIGNS WITH A MAXIMUM DIMENSION IN OI THE MAXIMUM HEIGHT OF A SIGN ABOVE ADJOINING GRADE SHALL BE THRE SIGNS SHALL BE AT LEAST 18 INCHES ABOVE ADJOINING GRADE, EXCEPT FOR OR LESS, AS MEASURED FROM ADJACENT GRADE. HOWEVER, THE WATERFRO PURSUANT TO PARAGRAPH (A)(1) OF THIS SECTION NEED NOT BE INCLUDED I SYMBOL IS INSCRIBED NEARBY IN PAVEMENT OR ANY APPROPRIATE AMENITY OR SCULPTURE. HOWEVER, THE WATERFRONT SYMBOL REQUIRED PURSUANT TO PARAGRAPH

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
]ER AND EMAIL ADDRESS OF S AREA;	THE NAME OF THE CURRENT OWNER AND CONTACT INFORMATION FOR THE PERSON DESIGNATED TO MAINTAIN THE WPAA PROVIDED		
	THE STATEMENT: "FOR MORE INFORMATION GO TO HTTP://NYC.GOV/PLANNING" PROVIDED		
V/PLANNING"; AND	THE STATEMENT: "FOR MORE INFORMATION GO TO HTTP://NYC.GOV/PLANNING" PROVIDED		
B).	RULES OF CONDUCT AS SPECIFIED IN SECTION 62-71, PARAGRAPH (B) PROVIDED		
VEMENT OR ON ANY URE.	ENTRY SIGNAGE IS PROVIDED ON PERMANENT, FREE-STANDING STRUCTURE.		
D ON SIGNS WITH A MAXIMUM A SIGN ABOVE THE ADJOINING A VERTICAL SIGN. THE BOTTOM ADE, EXCEPT FOR SIGNS ANGLED HE WATERFRONT SYMBOL JCH SIGNAGE IF SUCH SYMBOL	PROVIDED SIGNS DIMENSIONS DO NOT EXCEED 18"X60" AND THEIR BOTTOMS ARE AT LEAST 18" ABOVE THE ADJOINING GRADE, EXCEPT FOR SIGNS ANGLED 45 DEGREES OR LESS. THE WATERFRONT SYMBOL IS PROVIDED. ON THE OPEN SPACE SIGN.		
IING LOT LINE ADJACENT TO ANCE NO GREATER THAN FIVE ED IN PARAGRAPH (A) OF THIS ONE DIRECTION OF 16 INCHES. REE FEET. THE BOTTOM OF ALL)R SIGNS ANGLED 45 DEGREES RONT SYMBOL REQUIRED D IN SUCH SIGNAGE IF SUCH ITY, SUCH AS A SEATING WALL.	TWO SIGNS PROVIDED AT ZONING LOT LINE. PROVIDED SIGNS ARE LOCATED WITHIN 5 FEET OF ADJACENT ZONING LOTS WITHIN SHORE PUBLIC WALKWAY AND NO FURTHER THAN 5 FEET FROM THE REQUIRED CIRCULATION PATH.	COMPLIES	L-100 KEY AND DIMENSION PLAN
PH (A)(1) SHALL BE NO LARGER	12"X12" WATERFRONT SYMBOL IS	COMPLIES	"L-802

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

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		HOWEVER, THE WATERFRONT SYMBOL REQUIRED PURSUANT TO PARAGRAPH THAN FOUR INCHES SQUARE, OR 12 INCHES SQUARE IF INSCRIBED IN PAVEMI AMENITY, AND THE INFORMATION REQUIRED IN PARAGRAPH (A)(2) OF THIS S HIGH.
		THE INFORMATION REQUIRED IN PARAGRAPHS (A)(1) AND (A)(2) MAY BE INS ANY PERMITTED APPROPRIATE AMENITY.
62-654(C)	OTHER SIGNAGE	**(C)** OTHER SIGNAGE SEATING AREAS WITHIN WATERFRONT PUBLIC ACCESS AREAS ALLOWED PURS SECTION 62-62 (DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND ACCESS AREAS) SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS "SEATING LETTERING AT LEAST ONE INCH HIGH. SUCH SIGN SHALL BE CLEARLY VISIBLE F PUBLIC ACCESS AREA. IN ADDITION, SUCH SIGN SHALL BE NO GREATER THAN HIGHER THAN 18 INCHES ABOVE ADJACENT GRADE, AND ANGLED FOR VISIBIL BE FREESTANDING OR ATTACHED TO A PERMITTED AMENITY WITHIN THE WA AREA.
		NO ADVERTISING SIGNS MAY BE LOCATED WITHIN A WATERFRONT PUBLIC AC
	PLANTING AND TREES	
62-655	PLANTING AND TREES	WITHIN WATERFRONT PUBLIC ACCESS AREAS AND PARKING AREAS WHERE PI REQUIRED, THE DESIGN STANDARDS OF THIS SECTION SHALL APPLY. A DETAILED LANDSCAPE PLAN PREPARED BY A REGISTERED LANDSCAPE ARCH TO THE DEPARTMENT OF PARKS AND RECREATION PRIOR TO SEEKING CERTIF CHAIRPERSON OF THE CITY PLANNING COMMISSION, PURSUANT TO THE REQ 62-80. SUCH PLANS SHALL INCLUDE PLANTS SUITED FOR WATERFRONT COND DIVERSITY OF SPECIES WITH EMPHASIS ON NATIVE PLANTS, SPECIES THAT ARI SEDIMENT, HIGH SEASONAL WATER FLOW, AND HIGH WINDS, AS APPLICABLE FACILITATION OF SUSTAINABLE WILDLIFE HABITATS, WHERE APPROPRIATE. N QUARANTINE OR AS A HOST SPECIES FOR ANY DISEASE LISTED BY THE DEPART RECREATION AT THE TIME OF APPLICATION SHALL BE INCLUDED.
		ALL LANDSCAPED AREAS SHALL CONTAIN A BUILT-IN IRRIGATION SYSTEM OR 100 FEET OF ALL PLANTING AREAS.

\PH (A)(1) SHALL BE NO LARGER. MENT OR ANY APPROPRIATE. IS SECTION SHALL BE ONE INCH	12"X12" WATERFRONT SYMBOL IS PROVIDED.	COMPLIES	"L-802 SITE DETAILS"
NSCRIBED IN PAVEMENT OR ON	SIGNS ARE PROVIDED ON PERMANENT, FREE STANDING STRUCTURES.		
JRSUANT TO PARAGRAPH (B) OF ND SUPPLEMENTAL PUBLIC G OPEN TO PUBLIC" IN E FROM THE WATERFRONT N 60 SQUARE INCHES, NO BILITY. THE REQUIRED SIGN MAY WATERFRONT PUBLIC ACCESS	PROVIDED SEATING AREAS WITHIN WATERFRONT PUBLIC ACCESS AREAS ARE IDENTIFIED BY A MARINE GRADE STAINLESS STEEL #304 SIGN WITH THE WORDS ""SEATING OPEN TO PUBLIC"" IN LETTERING AT LEAST ONE INCH HIGH. PROVIDED SIGNS ARE VISIBLE FROM THE WATERFRONT PUBLIC ACCESS AREA AND ARE 54 SQUARE INCHES, 12 INCHES ABOVE THE ADJACENT GRADE, AND ANGLED (1351/8 DEGREES) FOR VISIBILITY. 1 FREESTANDING SEATING SIGNS PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN & L-802 SITE DETAILS
ACCESS AREA.	NO ADVERTISING SIGN PROVIDED.	COMPLIES	L-100 KEY AND DIMENSION PLAN
PLANTING OR SCREENING IS CHITECT SHALL BE SUBMITTED TIFICATION BY THE EQUIREMENTS OF SECTION NDITIONS AND INCLUDE A ARE TOLERANT OF SALT, BLE TO THE LOCATION AND THE NO SPECIES LISTED ON ARTMENT OF PARKS AND	ALL PROPOSED PLANTING SELECTION ARE SUITED FOR WATERFRONT CONDITIONS PER REQUIREMENTS.	COMPLIES	L-300 PLANTING PLAN
OR CONTAIN HOSE BIBS WITHIN	ALL LANDSCAPED AREAS CONTAIN A BUILT-IN IRRIGATION SYSTEM.		

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP AB
DWG. No:

Z-13.00

854

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
62-655(A)(1) - (8)	PLANTING AREAS	(A) PLANTING AREAS WHEREVER A MINIMUM PERCENTAGE OF PLANTING AREA IS SPECIFIED FOR A WATERFRONT PUBLIC ACCESS AREA, SUCH REQUIREMENTS SHALL BE MET ONLY THROUGH THE PROVISIONS OF THE TYPES OF PLANTING AREAS LISTED IN PARAGRAPHS (A)(1) THROUGH (A)(8) OF THIS SECTION. A CURB WITH A MAXIMUM HEIGHT OF SIX INCHES IS PERMITTED ALONG THE PERIMETER OF ANY PLANTING AREA. ANY EDGING HIGHER THAN SIX INCHES ABOVE ADJACENT GRADE SHALL BE CONSIDERED A RETAINING WALL. RETAINING WALLS SHALL NOT EXCEED A MAXIMUM HEIGHT OF THREE FEET, AS MEASURED FROM THE LEVEL OF THE ADJOINING GRADE OR PLANTED AREA BELOW SUCH WALL SO THAT NO MORE THAN THREE FEET OF SUCH RETAINING WALL IS VISIBLE FROM THE WATERFRONT PUBLIC ACCESS AREAS. WHERE NOT SPECIFICALLY INDICATED, THE MINIMUM PLANTING STANDARD FOR REQUIRED PLANTING AREAS SHALL BE TURF GRASS, OTHER NATURAL GRASSES OR GROUNDCOVER. ALL PLANTING AREAS SHALL BE LOCATED ON UNDISTURBED SUBSOIL OR CLEAN FILL.	ALONG THE PERIMETER OF PLANTING AREA, PLANTING BEDS ARE FLUSH WITH ADJACENT PAVING, LOWER THAN THE BACK OF SEATING, OR FLUSH/LOWER THAN THE STEPS. ONLY PERMITTED TYPES OF PLANTING ARE PROVIDED; ALL PLANTING AREAS ARE LOCATED ON UNDISTURBED SUBSOIL OR CLEAN FILL.	COMPLIES	L-200 GRADING PLAN & L-700 SECTIONS
	SINGLE TREE PITS	(A)(1) SINGLE TREE PITS A SINGLE TREE PIT SHALL HAVE A MINIMUM DIMENSION OF FIVE FEET WITH A MINIMUM AREA OF 30 SQUARE FEET AND A MINIMUM DEPTH OF 3 FEET, 6 INCHES. ONLY TREE PITS PLANTED WITH GROUND COVER SHALL COUNT TOWARDS MEETING A MINIMUM PLANTING AREA REQUIREMENT.	NO SINGLE TREE PITS PROPOSED.	N/A	N/A
	CONTINUOUS TREE PITS	(A)(2) CONTINUOUS TREE PITS A CONTINUOUS TREE PIT IS A PLANTING AREA CONTAINING TWO OR MORE TREES. CONTINUOUS TREE PITS SHALL HAVE A MINIMUM WIDTH OF FIVE FEET AND A MINIMUM DEPTH OF 3 FEET, 6 INCHES, AND A LENGTH AS REQUIRED TO MEET A MINIMUM OF FIVE FEET FROM THE TRUNK OF THE TREE TO THE END OF THE TREE PIT.	NO CONTINUOUS TREE PITS PROPOSED.		
	PLANTING BEDS	(A)(3) PLANTING BEDS PLANTING BEDS FOR TURF GRASS OR GROUNDCOVERS SHALL HAVE MINIMUM DIMENSIONS OF TWO FEET IN ANY DIRECTION AND A MINIMUM DEPTH OF TWO FEET. PLANTING BEDS FOR SHRUBS SHALL HAVE MINIMUM DIMENSIONS OF THREE FEET BY THREE FEET FOR EACH SHRUB AND A MINIMUM DEPTH OF 2 FEET, 6 INCHES. PLANTING BEDS CONTAINING TREES SHALL HAVE A MINIMUM DIMENSION OF FIVE FEET AND A MINIMUM AREA OF 30 SQUARE FEET FOR EACH TREE, WITH A MINIMUM DEPTH OF 3 FEET, 6 INCHES. TREES, SHRUBS OR GROUNDCOVERS MAY BE COMBINED IN A SINGLE PLANTING BED ONLY IF SUCH BED MEETS THE MINIMUM DEPTH REQUIRED FOR THE LARGEST PLANT. REQUIRED: MINIMUM REQUIRED DEPTH FOR TURF GRASS OR GROUNDCOVER: 2'-0" DEPTH MINIMUM REQUIRED DEPTH FOR SHRUBS: 2'-6" DEPTH MINIMUM REQUIRED DEPTH FOR TREES: 3'-6" DEPTH	REQUIRED: MINIMUM REQUIRED DEPTH FOR TURF GRASS OR GROUNDCOVER: 2'-0"" DEPTH MINIMUM REQUIRED DEPTH FOR SHRUBS: 2'-6" DEPTH MINIMUM REQUIRED DEPTH FOR TREES: 3'-6" DEPTH	COMPLIES	L-801 SITE DETAILS
		RETAINING WALLS ARE PERMITTED ALONG THE PERIMETER OF A PLANTING BED IN ACCORDANCE WITH THE REGULATIONS FOR PLANTING AREAS IN PARAGRAPH (A) OF THIS SECTION.	RETAINING WALLS IS NOT PROVIDED.	N/A	N/A
	TERRACED PLANTING AREA	(A)(4) TERRACED PLANTING AREA A "TERRACED PLANTING AREA" IS A PLANTING AREA WITH TWO OR MORE PLANTING BEDS INCORPORATING RETAINING WALLS ON A SLOPE WITH A GRADE CHANGE GREATER THAN OR EQUAL TO THREE FEET. A TERRACED PLANTING AREA SHALL COMPLY WITH THE DIMENSIONAL STANDARDS FOR A PLANTING BED EXCEPT THAT THE AVERAGE DEPTH OF THE INDIVIDUAL PLANTING BEDS BETWEEN THE TWO RETAINING WALLS SHALL NOT BE LESS THAN THREE FEET, AS MEASURED PERPENDICULAR TO THE EDGE OF THE RETAINING WALL. IN ADDITION, FOR RETAINING WALLS BETWEEN TWO OR MORE PLANTING BEDS, THEIR HEIGHT MAY EXCEED THREE FEET, PROVIDED THAT THE FRONT OF SUCH RETAINING WALLS IS SCREENED BY PLANT MATERIAL.	NO TERRACED PLANTING AREA PROPOSED.		
	BERMS	(A)(5) BERMS A "BERM" IS A PLANTING AREA WITH SLOPED GRADE STABILIZED PRIMARILY BY PLANT MATERIALS RATHER THAN RETAINING WALLS OR OTHER SIMILAR BUILT STRUCTURES. A BERM SHALL COMPLY WITH THE DIMENSIONAL STANDARDS FOR A PLANTING BED EXCEPT THAT THE HEIGHT OF THE BERM SHALL NOT EXCEED THE FLOOD-RESISTANT CONSTRUCTION ELEVATION ON THE ZONING LOT, OR FIVE FEET ABOVE THE LOWEST ADJOINING GRADE OF THE WATERFRONT YARD ESTABLISHED PURSUANT TO SECTION 62-332 (REAR YARDS AND WATERFRONT YARDS), WHICHEVER IS HIGHER.	BERM IS PROVIDED WITHIN PLANTING BEDS AND COMPLY WITH THE DIMENSIONAL STANDARDS FOR A PLANTING BED, AND THE HEIGHT OF THE BERM DOES NOT EXCEED THE FLOOD RESISTANT CONSTRUCTION ELEVATION ON THE ZONING LOT, OR FIVE FEET ABOVE THE LOWEST ADJOINING GRADE OF THE WATERFRONT YARD ESTABLISHED PURSUANT TO SECTION 62-332 (REAR YARDS AND WATERFRONT YARDS), WHICHEVER IS HIGHER.	COMPLIES	L-200 GRADING PLAN & L-500 FURNITURE PLAN
	LAWNS	(A)(6) LAWNS A "LAWN" IS AN AREA PLANTED WITH TURF GRASS HAVING A MINIMUM SOIL DEPTH OF 2 FEET, 6 INCHES. ALONG AT LEAST 50 PERCENT OF THE PERIMETER, A LAWN SHALL HAVE A GRADE LEVEL WITHIN SIX INCHES OF THE ADJACENT GRADE PROVIDING UNOBSTRUCTED PEDESTRIAN ACCESS. ANY REQUIRED LAWN SHALL HAVE A MINIMUM AREA OF 500 SQUARE FEET AND NO DIMENSION LESS THAN 18 FEET.	NO LAWN PROPOSED.	N/A	N/A
	SCREENING	(A)(7) SCREENING SCREENING IS INTENDED TO CREATE A LANDSCAPED BUFFER BETWEEN THE WATERFRONT PUBLIC ACCESS AREAS AND ADJOINING NON PUBLIC USES TO PROTECT THE PRIVACY OR MINIMIZE THE VISUAL IMPACT OF BLANK WALLS, EQUIPMENT, LOADING AND PARKING AREAS OR SIMILAR CONDITIONS.	SCREENING PLANTING PROVIDED TO MINIMUZE VISUAL IMPACT OF SURROUNDING CONTEXT AND TO PROVIDE PRIVACY AT RESIDENTIAL TERRACE	COMPLIES	L-300 PLANTING PLAN
	SCREENING BUFFERS	(A)(7)(i) SCREENING BUFFERS SCREENING BUFFERS REQUIRED PURSUANT TO PARAGRAPH (C)(2) OF SECTION 62-62 (DESIGN REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC ACCESS AREAS) SHALL CONSIST, OF DENSELY PLANTED SHRUBS OR MULTI-STEMMED SCREENING PLANTS, WITH AT LEAST 50 PERCENT BEING EVERGREEN SPECIES. SHRUBS SHALL HAVE A HEIGHT OF AT LEAST FOUR FEET AT THE TIME OF PLANTING. THE REQUIREMENTS OF THIS PARAGRAPH (A)(7)(I) MAY ALSO BE SATISFIED BY THE REQUIREMENTS OF PARAGRAPH (A)(7)(II) OF THIS SECTION.	SCREENING BUFFERS ARE PROVIDED.		

1 2 3 4

855

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MOLAREN ENGINEERING GROUP

NO.	DATE	ISSUED FOR
1	10/11/11	DCP SUBMISSION
2	11/17/11	DCP SUBMISSION
3	11/14/12	DCP SUBMISSION

DRAWING TITLE
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE

DATE: OCTOBER 17, 2012
PROJECT No.
DRAWN BY: CZ
CHECKED BY: AP
SCALE:

Z-14.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
62-655(A)(1) - (8)	PLANTING AREAS	**(A)** PLANTING AREAS WHEREVER A MINIMUM PERCENTAGE OF PLANTING AREA IS SPECIFIED FOR A ACCESS AREA, SUCH REQUIREMENTS SHALL BE MET ONLY THROUGH THE PRC PLANTING AREAS LISTED IN PARAGRAPHS (A)(1) THROUGH (A)(8) OF THIS SEC MAXIMUM HEIGHT OF SIX INCHES IS PERMITTED ALONG THE PERIMETER OF A EDGING HIGHER THAN SIX INCHES ABOVE ADJACENT GRADE SHALL BE CONSI[RETAINING WALLS SHALL NOT EXCEED A MAXIMUM HEIGHT OF THREE FEET, A LEVEL OF THE ADJOINING GRADE OR PLANTED AREA BELOW SUCH WALL SO T FEET OF SUCH RETAINING WALL IS VISIBLE FROM THE WATERFRONT PUBLIC A SPECIFICALLY INDICATED, THE MINIMUM PLANTING STANDARD FOR REQUIRE TURF GRASS, OTHER NATURAL GRASSES OR GROUNDCOVER. ALL PLANTING A UNDISTURBED SUBSOIL OR CLEAN FILL.
	SINGLE TREE PITS	**(A)(1)** SINGLE TREE PITS A SINGLE TREE PIT SHALL HAVE A MINIMUM DIMENSION OF FIVE FEET WITH A SQUARE FEET AND A MINIMUM DEPTH OF 3 FEET, 6 INCHES. ONLY TREE PITS COVER SHALL COUNT TOWARDS MEETING A MINIMUM PLANTING AREA REQ[
	CONTINUOUS TREE PITS	**(A)(2)** CONTINUOUS TREE PITS A CONTINUOUS TREE PIT IS A PLANTING AREA CONTAINING TWO OR MORE T SHALL HAVE A MINIMUM WIDTH OF FIVE FEET AND A MINIMUM DEPTH OF 3 LENGTH AS REQUIRED TO MEET A MINIMUM OF FIVE FEET FROM THE TRUNK THE TREE PIT.
	PLANTING BEDS	**(A)(3)** PLANTING BEDS PLANTING BEDS FOR TURF GRASS OR GROUNDCOVERS SHALL HAVE MINIMUM IN ANY DIRECTION AND A MINIMUM DEPTH OF TWO FEET. PLANTING BEDS F(MINIMUM DIMENSIONS OF THREE FEET BY THREE FEET FOR EACH SHRUB ANI FEET, 6 INCHES. PLANTING BEDS CONTAINING TREES SHALL HAVE A MINIMUM AND A MINIMUM AREA OF 30 SQUARE FEET FOR EACH TREE, WITH A MINIMU INCHES. TREES, SHRUBS OR GROUNDCOVERS MAY BE COMBINED IN A SINGLE BED MEETS THE MINIMUM DEPTH REQUIRED FOR THE LARGEST PLANT. REQUIRED: MINIMUM REQUIRED DEPTH FOR TURF GRASS OR GROUNDCOVER: 2'-0" DEP MINIMUM REQUIRED DEPTH FOR SHRUBS: 2'-6" DEPTH MINIMUM REQUIRED DEPTH FOR TREES: 3'-6" DEPTH
		RETAINING WALLS ARE PERMITTED ALONG THE PERIMETER OF A PLANTING B THE REGULATIONS FOR PLANTING AREAS IN PARAGRAPH (A) OF THIS SECTION
	TERRACED PLANTING AREA	**(A)(4)** TERRACED PLANTING AREA

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
R A WATERFRONT PUBLIC ROVISIONS OF THE TYPES OF ECTION. A CURB WITH A F ANY PLANTING AREA. ANY SIDERED A RETAINING WALL. T, AS MEASURED FROM THE) THAT NO MORE THAN THREE : ACCESS AREAS. WHERE NOT IRED PLANTING AREAS SHALL BE 5 AREAS SHALL BE LOCATED ON	ALONG THE PERIMETER OF PLANTING AREA, PLANTING BEDS ARE FLUSH WITH ADJACENT PAVING, LOWER THAN THE BACK OF SEATING, OR FLUSH/LOWER THAN THE STEPS. ONLY PERMITTED TYPES OF PLANTING ARE PROVIDED. ALL PLANTING AREAS ARE LOCATED ON UNDISTURBED SUBSOIL OR CLEAN FILL.	COMPLIES	L-200 GRADING PLAN & L-700 SECTIONS
H A MINIMUM AREA OF 30 TS PLANTED WITH GROUND EQUIREMENT.	NO SINGLE TREE PITS PROPOSED.	N/A	N/A
TREES. CONTINUOUS TREE PITS 3 FEET, 6 INCHES, AND A NK OF THE TREE TO THE END OF	NO CONTINUOUS TREE PITS PROPOSED.		
UM DIMENSIONS OF TWO FEET FOR SHRUBS SHALL HAVE AND A MINIMUM DEPTH OF 2 UM DIMENSION OF FIVE FEET MUM DEPTH OF 3 FEET, 6 LE PLANTING BED ONLY IF SUCH EPTH	REQUIRED: MINIMUM REQUIRED DEPTH FOR TURF GRASS OR GROUNDCOVER: 2'-0"" DEPTH MINIMUM REQUIRED DEPTH FOR SHRUBS: 2'-6" DEPTH MINIMUM REQUIRED DEPTH FOR TREES: 3'-6" DEPTH	COMPLIES	L-801 SITE DETAILS
BED IN ACCORDANCE WITH ON.	RETAINING WALLS IS NOT PROVIDED.	N/A	N/A
	NO TERRACED PLANTING AREA		

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TERRACED PLANTING AREA	**(A)(4)** TERRACED PLANTING AREA A "TERRACED PLANTING AREA" IS A PLANTING AREA WITH TWO OR MORE PL INCORPORATING RETAINING WALLS ON A SLOPE WITH A GRADE CHANGE GRE THREE FEET. A TERRACED PLANTING AREA SHALL COMPLY WITH THE DIMENS PLANTING BED EXCEPT THAT THE AVERAGE DEPTH OF THE INDIVIDUAL PLANT TWO RETAINING WALLS SHALL NOT BE LESS THAN THREE FEET, AS MEASURE EDGE OF THE RETAINING WALL. IN ADDITION, FOR RETAINING WALLS BETWEI BEDS, THEIR HEIGHT MAY EXCEED THREE FEET, PROVIDED THAT THE FRONT O SCREENED BY PLANT MATERIAL.
BERMS	**(A)(5)** BERMS A ""BERM"" IS A PLANTING AREA WITH SLOPED GRADE STABILIZED PRIMARIL RATHER THAN RETAINING WALLS OR OTHER SIMILAR BUILT STRUCTURES. A B THE DIMENSIONAL STANDARDS FOR A PLANTING BED EXCEPT THAT THE HEIG EXCEED THE FLOOD-RESISTANT CONSTRUCTION ELEVATION ON THE ZONING I LOWEST ADJOINING GRADE OF THE WATERFRONT YARD ESTABLISHED PURSU (REAR YARDS AND WATERFRONT YARDS), WHICHEVER IS HIGHER.
LAWNS	**(A)(6)** LAWNS A "LAWN" IS AN AREA PLANTED WITH TURF GRASS HAVING A MINIMUM SOIL ALONG AT LEAST 60 PERCENT OF THE PERIMETER, A LAWN SHALL HAVE A GR OF THE ADJACENT GRADE PROVIDING UNOBSTRUCTED PEDESTRIAN ACCESS. HAVE A MINIMUM AREA OF 500 SQUARE FEET AND NO DIMENSION LESS THA
SCREENING	**(A)(7)** SCREENING SCREENING IS INTENDED TO CREATE A LANDSCAPED BUFFER BETWEEN THE V AREAS AND ADJOINING NON-PUBLIC USES TO PROTECT THE PRIVACY OR MIN BLANK WALLS, EQUIPMENT, LOADING AND PARKING AREAS OR SIMILAR CONI
SCREENING BUFFERS	**(A)(7)(i)** SCREENING BUFFERS SCREENING BUFFERS REQUIRED PURSUANT TO PARAGRAPH (C)(2) OF SECTIOI REQUIREMENTS FOR SHORE PUBLIC WALKWAYS AND SUPPLEMENTAL PUBLIC CONSIST OF DENSELY PLANTED SHRUBS OR MULTI-STEMMED SCREENING PLA PERCENT BEING EVERGREEN SPECIES. SHRUBS SHALL HAVE A HEIGHT OF AT LI OF PLANTING. THE REQUIREMENTS OF THIS PARAGRAPH, (A)(7)(I), MAY ALSO REQUIREMENTS OF PARAGRAPH (A)(7)(II) OF THIS SECTION.

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PLANTING BEDS GREATER THAN OR EQUAL TO NSIONAL STANDARDS FOR A NTING BEDS BETWEEN THE RED PERPENDICULAR TO THE VEEN TWO OR MORE PLANTING T OF SUCH RETAINING WALLS IS	NO TERRACED PLANTING AREA PROPOSED.		
ILY BY PLANT MATERIALS A BERM SHALL COMPLY WITH EIGHT OF THE BERM SHALL NOT G LOT, OR FIVE FEET ABOVE THE SUANT TO SECTION 62-332	BERM IS PROVIDED WITHIN PLANTING BEDS AND COMPLY WITH THE DIMENSIONAL STANDARDS FOR A PLANTING BED, AND THE HEIGHT OF THE BERM DOES NOT EXCEED THE FLOOD-RESISTANT CONSTRUCTION ELEVATION ON THE ZONING LOT, OR FIVE FEET ABOVE THE LOWEST ADJOINING GRADE OF THE WATERFRONT YARD ESTABLISHED PURSUANT TO SECTION 62-332 (REAR YARDS AND WATERFRONT YARDS), WHICHEVER IS HIGHER.	COMPLIES	L-200 GRADING PLAN & L-500 FURNITURE PLAN
OIL DEPTH OF 2 FEET, 6 INCHES. GRADE LEVEL WITHIN SIX INCHES S. ANY REQUIRED LAWN SHALL HAN 18 FEET.	NO LAWN PROPOSED.	N/A	N/A
E WATERFRONT PUBLIC ACCESS INIMIZE THE VISUAL IMPACT OF ONDITIONS.	SCREENING PLANTING PROVIDED TO MINIMUZE VISUAL IMPACT OF SURROUNDING CONTEXT AND TO PROVIDE PRIVACY AT RESIDENTIAL TERRACE	COMPLIES	L-300 PLANTING PLAN
ION 62-62 (DESIGN LIC ACCESS AREAS) SHALL PLANTS, WITH AT LEAST 50 T LEAST FOUR FEET AT THE TIME SO BE SATISFIED BY THE	SCREENING BUFFERS ARE PROVIDED.		

8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION
Date:	Revision:

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE:	OCTOBER 27, 2023
PROJECT No:	
DRAWN BY:	SZ
CHECK'D BY:	RP AB
DWG. No.:	Z-14.00

859

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	BLANK WALLS AND SERVICE AREAS	(A)(7)(ii) BLANK WALLS AND SERVICE AREAS BLANK WALLS HIGHER THAN FOUR FEET MEASURED FROM AN ADJACENT GRADE LEVEL AND SERVICE AREAS ANYWHERE WITHIN A WATERFRONT PUBLIC ACCESS AREA SHALL BE SCREENED WITH ANY COMBINATION OF EVERGREEN TREES, VINES OR ESPALIERED TREES OR SHRUBS, AND AN ARCHITECTURAL TREATMENT SUCH AS A PERGOLA, STONE RUSTICATION, GRILLS OR SCULPTURAL FEATURES.	NO BLANK WALLS AND SERVICE AREAS PROPOSED.	N/A	N/A
	PARKING GARAGE SCREENING	(A)(7)(iii) PARKING GARAGE SCREENING OPEN PARKING AREAS ON ANY ZONING LOT FRONTING ON AN UPLAND CONNECTION OR STREET ON ANY WATERFRONT BLOCK, NOTWITHSTANDING THE USE ON SUCH LOT, SHALL REQUIRE SCREENING PURSUANT TO SECTION 37-921 (PERIMETER LANDSCAPING). SCREENING REQUIRED PURSUANT TO SECTION 62-453 SHALL CONSIST OF A PLANTING STRIP AT LEAST FOUR FEET WIDE. PLANTS SHALL BE AT LEAST FOUR FEET HIGH AT THE TIME OF PLANTING AND 50 PERCENT OF THEM SHALL BE EVERGREEN SHRUBS.	N/A		
	SCREENING	ALL REQUIRED SCREENING MAY BE INTERRUPTED BY VEHICULAR OR PEDESTRIAN ENTRANCES.	N/A		
	TIDAL WETLAND AREA	(A)(8) TIDAL WETLAND AREA A TIDAL WETLAND AREA MAY SATISFY UP TO 30 PERCENT OF THE REQUIRED PLANTING AREA FOR WATERFRONT PUBLIC ACCESS AREAS.	NO TIDAL WETLAND AREA PROPOSED.		
62-655(B)(1) - (2)	TREES	(B) TREES	N/A	N/A	N/A
	TREE CALIPER	(B)(1) TREE CALIPER AT TIME OF PLANTING, CANOPY TREES SHALL BE A MINIMUM OF THREE INCHES CALIPER AND ORNAMENTAL TREES SHALL BE A MINIMUM OF TWO INCHES CALIPER.	ALL PROVIDED CANOPY TREES ARE AT MINIMUM OF THREE INCHES CALIPER. ALL PROVIDED ORNAMENTAL TREES AREA MINIMUM OF TWO INCHES CALIPER.	COMPLIES	L-300 PLANTING PLAN
	TREES IN SINGLE TREE PITS	(B)(2) TREES IN SINGLE TREE PITS ONE OF THE PROCEDURES IN THIS PARAGRAPH, (B)(2), SHALL BE EMPLOYED TO PROTECT TREES PLANTED AT GRADE:	NO TREES IN SINGLE TREE PITS PROPOSED.	N/A	N/A
	GRANITE OR CAST CONCRETE BLOCK PAVERS	(B)(2)(i) GRANITE OR CAST CONCRETE BLOCK PAVERS WITH A MINIMUM FOUR INCH DEPTH SHALL BE INSTALLED IN ACCORDANCE WITH NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION (DPR) STANDARDS FOR STREET TREES;	NO GRANITE OR CAST CONCRETE BLOCK PAVERS PROPOSED.		
	GRATE	(B)(2)(ii) A GRATE SHALL BE INSTALLED OVER THE ROOT ZONE, SUPPORTED AT ITS EDGES AND SET FLUSH WITH THE ADJACENT PAVEMENT FOR PEDESTRIAN SAFETY, IN ACCORDANCE WITH DPR STANDARDS FOR STREET TREES FOR GRATE SIZE; OR	NO GRATE PROPOSED.		
	ROOT ZONE	(B)(2)(iii) THE ROOT ZONE SHALL BE SURROUNDED WITH BARRIER HEDGE PLANTING.	PROVIDED TREES PLANTED AT GRADE SHALL BE BE PROTECTED BY PLANTING AROUND THE ROOT ZONE.	COMPLIES	L-300 PLANTING PLAN
	PAVING				
62-656(A)(1) - (3)	LOCATIONAL REQUIREMENTS	(A) LOCATIONAL REQUIREMENTS	ALL PROPOSED PAVING MATERIAL COMPLY WITH LOCATIONAL REQUIREMENTS	COMPLIES	L-400 MATERIALS PLAN
	WITHIN REQUIRED CIRCULATION PATHS	(A)(1) WITHIN REQUIRED CIRCULATION PATHS ALL PAVING MATERIAL FOR A REQUIRED CIRCULATION PATH SHALL BE PERMANENT, DURABLE, ACCESSIBLE TO PERSONS WITH PHYSICAL DISABILITIES, AND SHALL CONSIST OF ONE OR A COMBINATION OF THE FOLLOWING:	ALL PAVING MATERIAL FOR A REQUIRED CIRCULATION PATH ARE PERMANENT, DURABLE, ACCESSIBLE TO PERSONS WITH PHYSICAL DISABILITIES.		
	PAVING MATERIAL	(A)(1)(i) UNIT PAVERS CONSTITUTED OF STONE, CONCRETE, GRANITE, ASPHALT OR A MIX OF THESE MATERIALS WITH OTHER AGGREGATES;	PRECAST PAVERS PROVIDED.		
		(A)(1)(ii) CONCRETE, PREFABRICATED, POURED OR PERMEABLE;	N/A		
		(A)(1)(iii) WOOD PLANKS FOR BOARDWALK OR DECKING, EXCEPT THAT TROPICAL HARDWOOD SHALL NOT BE PERMITTED;	WOOD PLANKS FOR BOARDWALK OR DECKING PROVIDED.		
		(A)(1)(iv) SOLID PLASTIC, SUCH AS "PLASTIC LUMBER," HIGH-DENSITY POLYETHYLENE, WOOD COMPOSITE PLASTIC OR FIBER-REINFORCED PLASTIC.	N/A		
	OTHER THAN WITHIN REQUIRED CIRCULATION PATHS	(A)(2) OTHER THAN WITHIN REQUIRED CIRCULATION PATHS IN ADDITION TO THE PERMITTED PAVING MATERIALS OF PARAGRAPH (A)(1) OF THIS SECTION, THE FOLLOWING MATERIALS SHALL BE PERMITTED ANYWHERE IN A WATERFRONT PUBLIC ACCESS AREA:	NO OTHER PERMITTED PAVING MATERIALS PROPOSED.		
	PAVING MATERIAL	(A)(2)(i) BLOCKS SUCH AS BELGIAN BLOCKS, COBBLE STONES, CONCRETE COBBLES OR EUROCOBBLE;	N/A	N/A	N/A
		(A)(2)(ii) GRAVEL, LOOSE, INSTALLED OVER A SOLID SURFACE OR GLUED WITH RESIN;			
		(A)(2)(iii) WOOD CHIPS OR OTHER SIMILAR MATERIAL;			
		(A)(2)(iv) METAL GRATING, LIMITED TO LOCATIONS THAT REQUIRE DRAINAGE AND FOR PLATFORMS;			
		(A)(2)(v) ASPHALT, IMPERMEABLE OR POROUS, WHICH MAY BE IMPRINTED WITH THERMOPLASTIC PATTERNS			
	SPECIAL REGULATIONS FOR TYPE 2 UPLAND CONNECTIONS	(A)(3) SPECIAL REGULATIONS FOR TYPE 2 UPLAND CONNECTIONS PAVING FOR DRIVEWAYS AND PEDESTRIAN PATHS SHALL BE SUBJECT TO THE STANDARDS OF THE NEW YORK CITY DEPARTMENT OF TRANSPORTATION FOR ROADBEDS AND SIDEWALKS	N/A (NOT TYPE 2 UPLAND CONNECTIONS)		
62-656(B)(1) – (3)	DIMENSIONAL REQUIREMENTS	(B) DIMENSIONAL REQUIREMENTS	ALL PROPOSED PAVING MATERIAL COMPLY WITH DIMENSIONAL REQUIREMENTS	COMPLIES	L-400 MATERIALS PLAN & L-800 SITE DETAILS
		(B)(1) ALL UNIT PAVERS SHALL HAVE A MINIMUM THICKNESS DIMENSION OF TWO INCHES FOR PEDESTRIAN USE AND THREE INCHES FOR VEHICULAR USE AND SHALL NOT EXCEED A MAXIMUM OF FOUR SQUARE FEET IN AREA.	PRECAST PAVER HAVE A MINIMUM THICKNESS DIMENSION OF TWO INCHES FOR PEDESTRIAN USE AND THREE INCHES FOR VEHICULAR USE AND ARE NOT EXCEED A MAXIMUM OF FOUR SQUARE FEET IN AREA.		

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
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MECHANICAL ENGINEER:
MCLAREN ENGINEERING GROUP

12/20/21	DCP Edits #3
7/23/21	DCP Edits #2
4/21/21	DCP Edits #1
11/15/20	DCP Edits
Date	Revision

SEAL & SIGNATURE:

DRAWING TITLE:
WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

Date	OCTOBER 19, 2021
Project No.	
Drawn By	AZ
Checked By	MP/AB
DRG No.	Z-15.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	BLANK WALLS AND SERVICE AREAS	**(A)(7)(ii)** BLANK WALLS AND SERVICE AREAS BLANK WALLS HIGHER THAN FOUR FEET MEASURED FROM AN ADJACENT GR/ AREAS ANYWHERE WITHIN A WATERFRONT PUBLIC ACCESS AREA SHALL BE S(COMBINATION OF EVERGREEN TREES, VINES OR ESPALIERED TREES OR SHRUI TREATMENT SUCH AS A PERGOLA, STONE RUSTICATION, GRILLS OR SCULPTUI
	PARKING GARAGE SCREENING	**(A)(7)(iii)** PARKING GARAGE SCREENING OPEN PARKING AREAS ON ANY ZONING LOT FRONTING ON AN UPLAND CONN WATERFRONT BLOCK, NOTWITHSTANDING THE USE ON SUCH LOT, SHALL RE(TO SECTION 37-921 (PERIMETER LANDSCAPING). SCREENING REQUIRED PURS SHALL CONSIST OF A PLANTING STRIP AT LEAST FOUR FEET WIDE. PLANTS SH/ HIGH AT THE TIME OF PLANTING AND 50 PERCENT OF THEM SHALL BE EVERG
	SCREENING	ALL REQUIRED SCREENING MAY BE INTERRUPTED BY VEHICULAR OR PEDESTR
	TIDAL WETLAND AREA	**(A)(8)** TIDAL WETLAND AREA A TIDAL WETLAND AREA MAY SATISFY UP TO 30 PERCENT OF THE REQUIRED I WATERFRONT PUBLIC ACCESS AREAS.
62-655(B)(1) - (2)	TREES	**(B)** TREES
	TREE CALIPER	**(B)(1)** TREE CALIPER AT TIME OF PLANTING, CANOPY TREES SHALL BE A MINIMUM OF THREE INCH ORNAMENTAL TREES SHALL BE A MINIMUM OF TWO INCHES CALIPER.
	TREES IN SINGLE TREE PITS	**(B)(2)** TREES IN SINGLE TREE PITS ONE OF THE PROCEDURES IN THIS PARAGRAPH, (B)(2), SHALL BE EMPLOYED T AT GRADE:
	GRANITE OR CAST CONCRETE BLOCK PAVERS	**(B)(2)(i)** GRANITE OR CAST CONCRETE BLOCK PAVERS WITH A MINIMUM FOU INSTALLED IN ACCORDANCE WITH NEW YORK CITY DEPARTMENT OF PARKS A STANDARDS FOR STREET TREES;
	GRATE	**(B)(2)(ii)** A GRATE SHALL BE INSTALLED OVER THE ROOT ZONE, SUPPORTED A WITH THE ADJACENT PAVEMENT FOR PEDESTRIAN SAFETY, IN ACCORDANCE STREET TREES FOR GRATE SIZE; OR
	ROOT ZONE	**(B)(2)(iii)** THE ROOT ZONE SHALL BE SURROUNDED WITH BARRIER HEDGE PLA
	PAVING	
62-656(A)(1) - (3)	LOCATIONAL REQUIREMENTS	**(A)** LOCATIONAL REQUIREMENTS

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
GRADE LEVEL AND SERVICE SCREENED WITH ANY UBS, AND AN ARCHITECTURAL URAL FEATURES.	NO BLANK WALLS AND SERVICE AREAS PROPOSED.	N/A	N/A
NNECTION OR STREET ON ANY REQUIRE SCREENING PURSUANT IRSUANT TO SECTION 62-453 SHALL BE AT LEAST FOUR FEET RGREEN SHRUBS.	N/A		
TRIAN ENTRANCES.	N/A		
D PLANTING AREA FOR	NO TIDAL WETLAND AREA PROPOSED.		
	N/A	N/A	N/A
CHES CALIPER AND	ALL PROVIDED CANOPY TREES ARE AT MINIMUM OF THREE INCHES CALIPER . ALL PROVIDED ORNAMENTAL TREES AREA MINIMUM OF TWO INCHES CALIPER.	COMPLIES	L-300 PLANTING PLAN
O TO PROTECT TREES PLANTED	NO TREES IN SINGLE TREE PITS PROPOSED.	N/A	N/A
OUR INCH DEPTH SHALL BE S AND RECREATION (DPR)	NO GRANITE OR CAST CONCRETE BLOCK PAVERS PROPOSED.		
AT ITS EDGES AND SET FLUSH E WITH DPR STANDARDS FOR	NO GRATE PROPOSED.		
PLANTING.	PROVIDED TREES PLANTED AT GRADE SHALL BE BE PROTECTED BY PLANTING AROUND THE ROOT ZONE.	COMPLIES	L-300 PLANTING PLAN
	ALL PROPOSED PAVING MATERIAL COMPLY WITH LOCATIONAL REQUIREMENTS	COMPLIES	L-400 MATERIALS PLAN

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	WITHIN REQUIRED CIRCULATION PATHS	**(A)(1)** WITHIN REQUIRED CIRCULATION PATHS ALL PAVING MATERIAL FOR A REQIURED CIRCULATION PATH SHALL BE PERM/ TO PERSONS WITH PHYSICAL DISABILITIES, AND SHALL CONSIST OF ONE OR A FOLLOWING:
	PAVING MATERIAL	**(A)(1)(i)** UNIT PAVERS CONSTITUTED OF STONE, CONCRETE, GRANITE, ASPHAI MATERIALS WITH OTHER AGGREGATES;
		(A)(1)(ii) CONCRETE, PREFABRICATED, POURED OR PERMEABLE;
		(A)(1)(iii) WOOD PLANKS FOR BOARDWALK OR DECKING, EXCEPT THAT TROPI BE PERMITTED;
		(A)(1)(iv) SOLID PLASTIC, SUCH AS "PLASTIC LUMBER," HIGH-DENSITY POLYETI PLASTIC OR FIBER-REINFORCED PLASTIC.
	OTHER THAN WITHIN REQUIRED CIRCULATION PATHS	**(A)(2)** OTHER THAN WITHIN REQUIRED CIRCULATION PATHS IN ADDITION TO THE PERMITTED PAVING MATERIALS OF PARAGRAPH (A)(1) C FOLLOWING MATERIALS SHALL BE PERMITTED ANYWHERE IN A WATERFRONT
	PAVING MATERIAL	**(A)(2)(i)** BLOCKS SUCH AS BELGIAN BLOCKS, COBBLE STONES, CONCRETE COBI
		(A)(2)(ii) GRAVEL, LOOSE, INSTALLED OVER A SOLID SUFRACE OR GLUED WITH
		(A)(2)(iii) WOOD CHIPS OR OTHER SIMILAR MATERIAL;
		(A)(2)(iv) METAL GRATING, LIMITED TO LOCATIONS THAT REQIURE DRAINAGE
		(A)(2)(v) ASPHALT, IMPERMEABLE OR POROUS, WHICH MAY BE IMPRINTED W PATTERNS.
	SPECIAL REGULATIONS FOR TYPE 2 UPLAND CONNECTIONS	**(A)(3)** SPECIAL REGULATIONS FOR TYPE 2 UPLAND CONNECTIONS PAVING FOR DRIVEWAYS NAD PEDESTRIAN PATHS SHALL BE SUBJECT TO THE YORK CITY DEPARTMENT OF TRANSPORTATION FOR ROADBEDS AND SIDEWA
62-656(B)(1) -- (3)	DIMENSIONAL REQUIREMENTS	**(B)** DIMENSIONAL REQUIREMENTS
		(B)(1) ALL UNIT PAVERS SHALL HAVE A MINIMUM THICKNESS DIMENSION OF PEDESTRIAN USE AND THREE INCHES FOR VEHICULAR USE AND SHALL NOT EX SQUARE FEET IN AREA.

	REQUIREMENTS		
MANENT, DURABLE, ACCESSIBLE A COMBINATION OF THE	ALL PAVING MATERIAL FOR A REQUIRED CIRCULATOIN PATH ARE PERMANENT, DURABLE, ACCESSIBLE TO PERSONS WITH PHYSICAL DISABILITIES.		
IALT OR A MIX OF THESE	PRECAST PAVERS PROVIDED.		
	N/A		
)PICAL HARDWOOD SHALL NOT	WOOD PLANKS FOR BOARDWALK OR DECKING PROVIDED.		
ETHYLENE, WOOD COMPOSITE	N/A		
) OF THIS SECTION, THE INT PUBLIC ACCESS AREA:	NO OTHER PERMITTED PAVING MATERIALS PROPOSED.		
OBBLES OR EUROCOBBLE; ITH RESIN; GE AND FOR PLATFORMS;) WITH THERMOPLASTIC	N/A	N/A	N/A
IE STANDARDS OF THE NEW VALKS	N/A (NOT TYPE 2 UPLAND CONNECTIONS)		
	ALL PROPOSED PAVING MATERIAL COMPLY WITH DIMENSIONAL REQUIREMENTS	COMPLIES	L-400 MATERIALS PLAN & L-800 SITE DETAILS
OF TWO INCHES FOR EXCEED A MAXIMUM OF FOUR	PRECAST PAVER HAVE A MINIMUM THICKNESS DIMENSION OF TWO INCHES FOR PEDESTRIAN USE AND THREE INCHES FOR VEHICULAR USE AND ARE NOT EXCEED A MAXIMUM OF FOUR SQUARE FEET IN AREA.		

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKD BY: RP AB
DWG. No.:

Z-15.00

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT	PROPOSED	COMPLIANCE	DRAWING REFERENCE
	DIMENSIONAL REQUIREMENTS	(B)(2) WOOD PLANKS OR PLASTIC LUMBER FOR BOARDWALK OR DECKING SHALL BE A MINIMUM OF THREE INCHES THICK (NOMINAL DIMENSION). THE DIRECTION OF PLANKS SHALL NOT BE PARALLEL TO THE DIRECTION OF TRAFFIC.	WOOD PLANKS FOR BOARDWALK OR DECKING ARE A MINIMUM OF THREE INCHES THICK (NOMINAL DIMENSION). THE DIRECTION OF PLANKS IS NOT PARALLEL TO THE DIRECTION OF TRAFFIC.		
		(B)(3) CONCRETE SLABS OTHER THAN IN-UPLAND CONNECTIONS, SHALL BE A MAXIMUM OF TWO FEET IN ANY ONE DIMENSION.	NO CONCRETE SLABS PROPOSED	N/A	N/A
62-656	FACILITATE STORM WATER MANAGEMENT	ALL THE ABOVE MATERIALS MAY BE INSTALLED TO FACILITATE STORM WATER MANAGEMENT APPROPRIATE FOR SPECIFIC SITE CONDITIONS.	MATERIAL INSTALLATION SHALL FACILITATE SITE SPECIFIC STORM WATER MANAGEMENT.	COMPLIES.	L-600 SITE DETAILS
	BICYCLE RACKS				
62-657	BICYCLE RACKS	EACH BICYCLE RACK SHALL ALLOW FOR THE BICYCLE FRAME AND ONE WHEEL TO BE LOCKED TO THE RACK. IF BICYCLES CAN BE LOCKED TO EACH SIDE OF THE RACK, EACH SIDE MAY BE COUNTED AS A REQUIRED SPACE. THIRTY INCHES OF MANUVERABLE SPACE SHALL BE PROVIDED BETWEEN PARALLEL BICYCLE RACKS AND AN EIGHT FOOT WIDE AISLE SHALL BE PROVIDED BETWEEN BICYCLE RACK AREAS	EACH BIKE RACK PROVIDES PARKING ON BOTH SIDES OF THE RACK WITH 30" OF MANEUVERABLE SPACE BETWEEN PARALLEL BIKE RACKS AND AN EIGHT FOOT WIDE MINIMUM AISLE WIDTH BETWEEN BIKE RACK AREAS	COMPLIES.	L-100 KEY AND DIMENSION PLAN & L-803 SITE DETAILS
	TRASH RECEPTACLES				
62-658	TRASH RECEPTACLES	TRASH RECEPTACLES SHALL BE PLACED WITHIN 50 FEET OF A SEATING AREA, HAVE A MINIMUM CAPACITY OF 25 GALLONS AND HAVE EITHER TOP OPENINGS THAT MEASURE AT LEAST 12 INCHES WIDE OR SIDE OPENINGS THAT INSCRIBE A RECTANGLE MEASURING AT LEAST 12 INCHES WIDE AND SIX INCHES HIGH. TRASH RECEPTACLES SHALL BE ABLE TO USE STANDARD BAGS USED TO COLLECT TRASH.	TRASH RECEPTACLES ARE LOCATED WITHIN 50 FEET OF SEATING AREA AND HAVE A CAPACITY FOR 32 GALLONS, WITH TOP OPENINGS THAT MEASURE AT LEAST 12 INCHES WIDE. TRASH RECEPTACLES ARE ABLE TO USE STANDARD BAGS TO COLLECT TRASH	COMPLIES.	L-100 KEY AND DIMENSION PLAN & L-803 SITE DETAILS

SITE INFORMATION	
Address	45-40 VERNON BOULEVARD, LONG ISLAND CITY, QUEENS, NY 11101
Block:	28
Lot:	4
Lot Area:	39,576 SF.
Zoning Map:	9b
Zoning District:	M3-1
Community District:	2, QUEENS
List of Requested Actions:	
CITY PLANNING COMMISSION CPC CHAIR CERTIFICATION	
CPC CHAIR CERTIFICATION FOR WATERFRONT PUBLIC ACCESS AND VISUAL CORRIDOR REQUIREMENTS PURSUANT TO SECTION ZR 62-811	

45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

MCLAREN ENGINEERING GROUP

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

Z-16.00

865

ZONING SECTION	ITEM	ZONING RESOLUTION REQUIREMENT
	DIMENSIONAL REQUIREMENTS	(B)(2) WOOD PLANKS OR PLASTIC LUMBER FOR BOARDWALK OR DECKING SH/ INCHES THICK (NOMINAL DIMENSION). THE DIRECTION OF PLANKS SHALL NO DIRECTION OF TRAFFIC.
		(B)(3) CONCRETE SLABS OTHER THAN IN UPLAND CONNECTIONS, SHALL BE A T ANY ONE DIMENSION.
62-656	FACILITATE STORM WATER MANAGEMENT	ALL THE ABOVE MATERIALS MAY BE INSTALLED TO FACILITATE STORM WATEF APPROPRIATE FOR SPECIFIC SITE CONDITIONS.
	BICYCLE RACKS	
62-657	BICYCLE RACKS	EACH BICYCLE RACK SHALL ALLOW FOR THE BICYCLE FRAME AND ONE WHEEL IF BICYCLES CAN BE LOCKED TO EACH SIDE OF THE RACK, EACH SIDE MAY BE C SPACE. THIRTY INCHES OF MANUVERABLE SPACE SHALL BE PROVIDED BETWE AND AN EIGHT FOOT WIDE AISLE SHALL BE PROVIDED BETWEEN BICYCLE RAC
	TRASH RECEPTACLES	
62-658	TRASH RECEPTACLES	TRASH RECEPTACLES SHALL BE PLACED WITHIN 50 FEET OF A SEATING AREA, I OF 25 GALLONS AND HAVE EITHER TOP OPENINGS THAT MEASURE AT LEAST : OPENINGS THAT INSCRIBE A RECTANGLE MEASURING AT LEAST 12 INCHES WI TRASH RECEPTACLES SHALL BE ABLE TO USE STANDARD BAGES USED TO COLL

SITE INFORMATION	
Address:	45-40 VERNON BOULEVARD, LONG ISLAND CITY, QUEENS, NY 11101
Block:	26
Lot:	4
Lot Area:	38,574 SF

	PROPOSED	COMPLIANCE	DRAWING REFERENCE
SHALL BE A MINIMUM OF THREE IOT BE PARALLEL TO THE	WOOD PLANKS FOR BOARDWALK OR DECKING ARE A MINIMUM OF THREE INCHES THICK (NOMINAL DIMENSION). THE DIRECTION OF PLANKS IS NOT PARALLEL TO THE DIRECTION OF TRAFFIC.		
A MAXIMUM OF TWO FEET IN	NO CONCRETE SLABS PROPOSED	N/A	N/A
TER MANAGEMENT	MATERIAL INSTALLATION SHALL FACILITATE SITE SPECIFIC STORM WATER MANAGEMENT	COMPLIES	L-800 SITE DETAILS
EL TO BE LOCKED TO THE RACK. E COUNTED AS A REQUIRED VEEN PARALLEL BICYCLE RACKS ACK AREAS	EACH BIKE RACK PROVIDES PARKING ON BOTH SIDES OF THE RACK WITH 30" OF MANEUVERABLE SPACE BETWEEN PARALLEL BIKE RACKS AND AN EIGHT FOOT WIDE MINIMUM AISLE WIDTH BETWEEN BIKE RACK AREAS	COMPLIES	L-100 KEY AND DIMENSION PLAN & L-803 SITE DETAILS
A, HAVE A MINIMUM CAPACITY T 12 INCHES WIDE OR SIDE WIDE AND SIX INCHES HIGH. OLLECT TRASH.	TRASH RECEPTACLES ARE LOCATED WITHIN 50 FEET OF SEATING AREA AND HAVE A CAPACITY FOR 32 GALLONS WITH TOP OPENINGS THAT MEASURE AT LEAST 12 INCHES WIDE. TRASH RECEPTACLES ARE ABLE TO USE STANDARD BAGS TO COLLECT TRASH.	COMPLIES	L-100 KEY AND DIMENSION PLAN & L-803 SITE DETAILS

867

PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS
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MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6366
FAX.: (212) 477-6548

ARCHITECT
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3839

SITE CIVIL ENGINEER
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000

Lot Area:	38,574 SF
Zoning Map:	9B
Zoning District:.	M1-4
Community District:	2, QUEENS
List of Requested Actions:	

CITY PLANNING COMMISSION CPC CHAIR CERTIFICATION
CPC CHAIR CERTIFICATION FOR WATERFRONT PUBLIC ACCESS AND VISUAL CORRIDOR REQUIREMENTS PURSUANT TO SECTION ZR 62-811

898

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

WATERFRONT PUBLIC ACCESS AREA ZONING CALCULATIONS

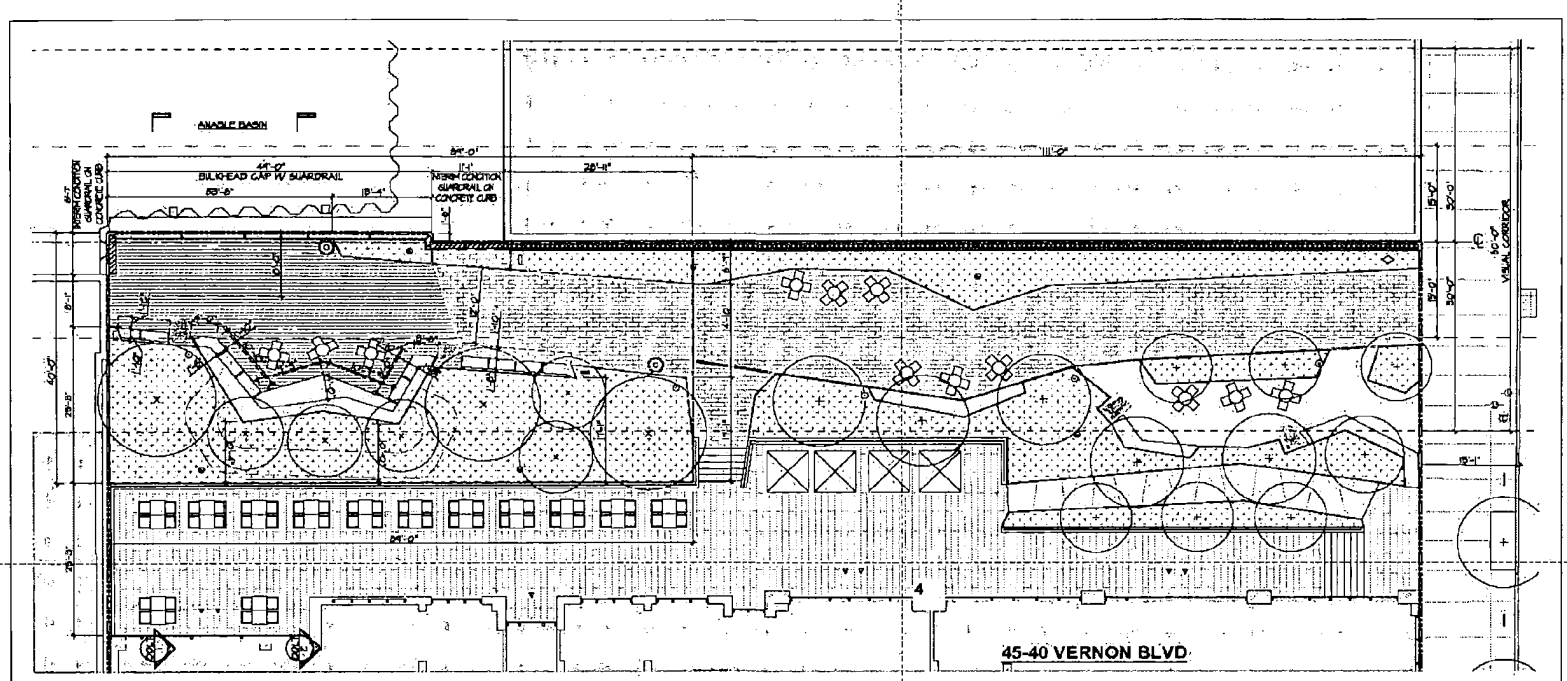
SEAL & SIGNATURE:



DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

Z-16.00

698



1 KEY AND DIMENSION PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 8,478 SF)
- VOLUNTARY, INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATER LINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L001)
- INTERIM SCREENING WALL (2/L001)
- PROPOSED CANOPY TREE (1/L001)
- PROPOSED ORNAMENTAL TREE (1/L001)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L001)
- NEAA SIGNAGE (8/L002)
- ZONING LOT SIGNAGE (2/L002)
- SEATING SIGNAGE (4/L002)
- METAL PLANTER EDGE (4/L001)
- PLANTING AREA (1/L001)
- PRECAST PAVERS (4/L001)
- WOOD DECK (1/L001)
- FIXED SEATING WITH BACK (2/L001)
- FIXED SEATING (3/L001)
- ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4&5/L001)
- POLE LIGHT (5/L002)
- AWNING LIGHT
- AREA DRAIN

NOTES:
1) BUILDING AND BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
2) SIMILAR PLANT SPECIES MAY BE SELECTED AT DISCRETION OF LANDSCAPE ARCHITECT.
3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY

LANDSCAPE ARCHITECTS:
MPFP LLC

ARCHITECT:
ARCHIMAERA

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP

6.30.21	DCP SUBMISSION
7.16.21	DCP SUBMISSION
9.10.21	DCP SUBMISSION
11.15.21	DCP SUBMISSION
Date	Revision

SCALE: 1/64"

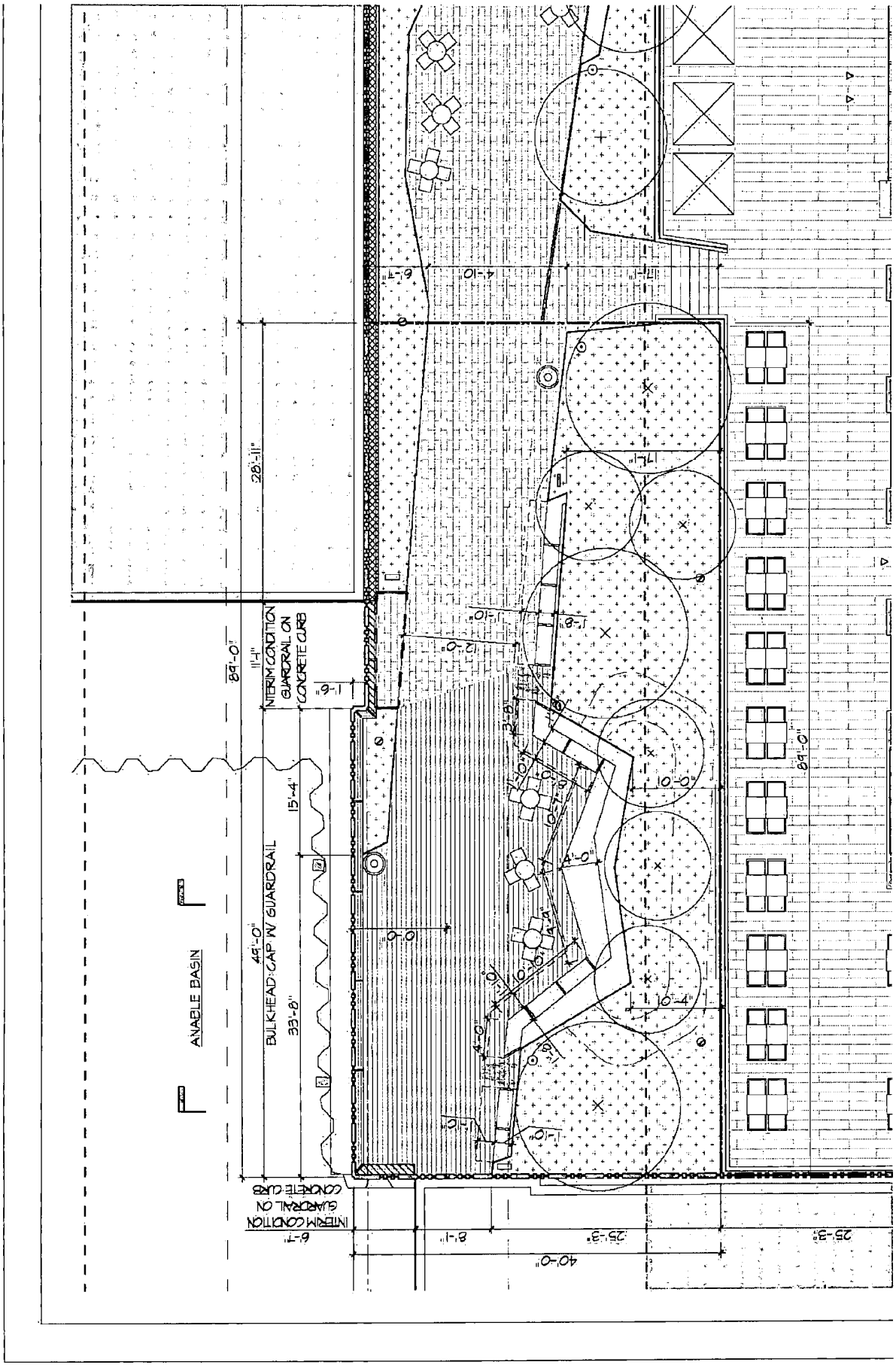
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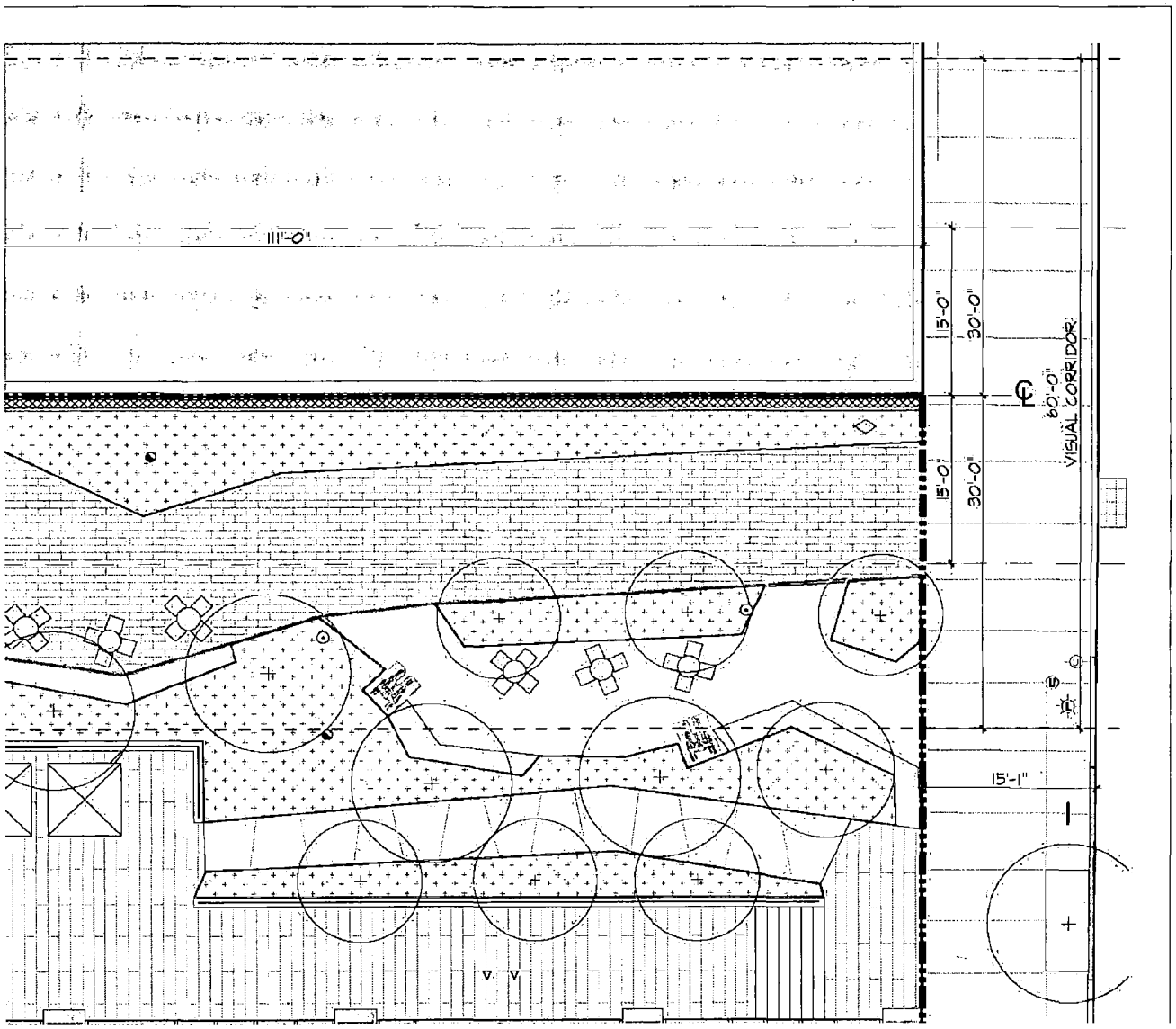
SEAL & SIGNATURE

DATE: OCTOBER 7, 2021
PROJECT #:
DRAWN BY:
CHECKED BY:
DRG. #: L-100.00

870

L-100.00
Page 1 of 4





PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

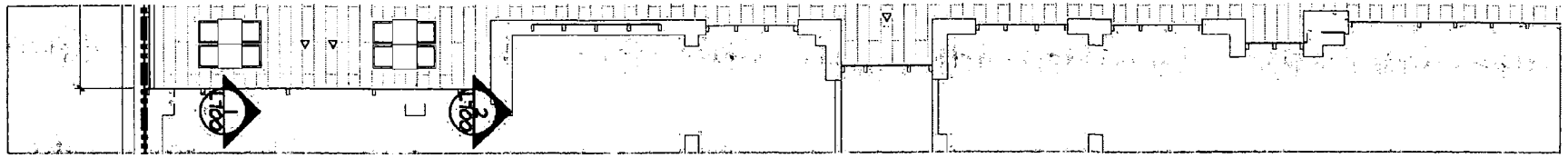
OWNER:
ZD JASPER REALTY
80 CUTTER MILL RD #405
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PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

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872

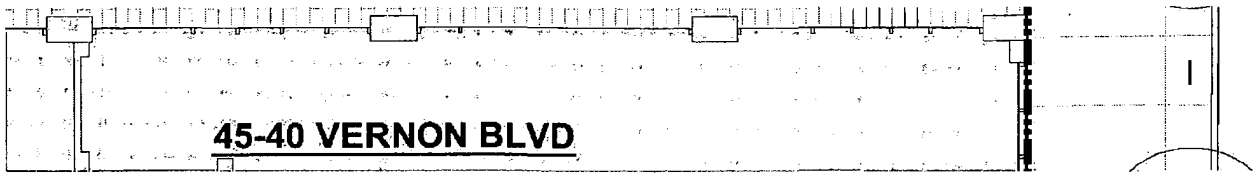


1 KEY AND DIMENSION PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15-FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L605)
- INTERIM SCREENING WALL (2/L605)
- PROPOSED CANOPY TREE (1/L601)
- PROPOSED ORNAMENTAL TREE (1/L601)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (5/L603)
- WPAA SIGNAGE (1/L602)
- ZONING LOT SIGNAGE (2/L602)
- SEATING SIGNAGE (4/L602)
- METAL PLANTER EDGE (4/L601)
- PLANTING AREA (1/L300)
- PRECAST PAVERS (4/L600)
- WOOD DECK (1/L600)
- FIXED SEATING WITH BACK (1/L603)
- FIXED SEATING (1/L604)
- ADA SEATING SPACE (4'-0" x 3'-0")
- MOVEABLE TABLES AND CHAIRS (48S/L604)
- POLE LIGHT (3/L602)
- AWNING LIGHT
- AREA DRAIN



Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE

KEY PLAN:

DRAWING TITLE

KEY AND DIMENSION PLAN

NOTES:

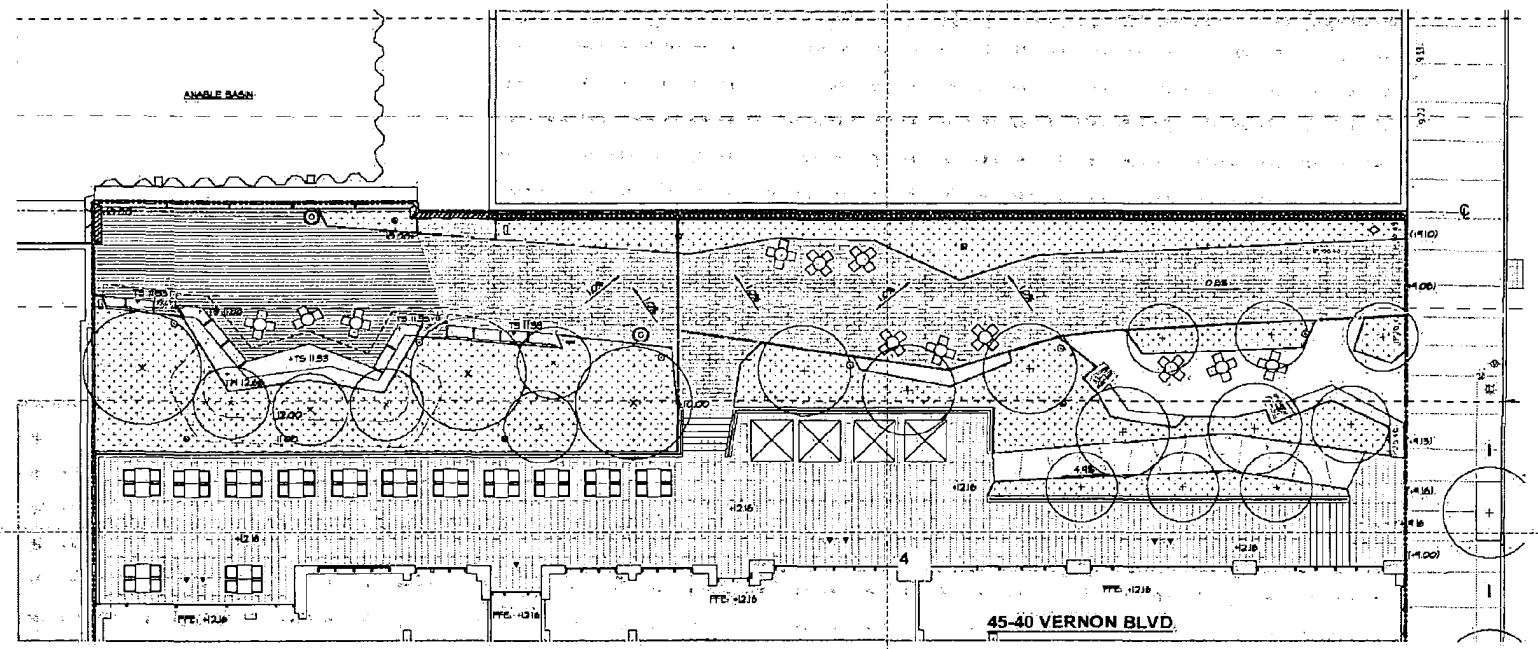
1) BUILDING AND BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
2) SIMILAR PLANT SPECIES MAY BE SELECTED AT DISCRETION OF LANDSCAPE ARCHITECT.
3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

SEAL & SIGNATURE

DATE: OCTOBER 27, 2023
PROJECT No.
DRAWN BY: SZ
CHECKD BY: RP, AB
DWG. No.:

L-100.00

874



1 GRADING PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 5,475 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- METAL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L005)
- INTERIM SCREENING WALL (2/L005)
- PROPOSED CANOPY TREE (1/L001)
- PROPOSED ORNAMENTAL TREE (1/L001)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L005)
- NPAA SIGNAGE (1/L002)
- ZONING LOT SIGNAGE (2/L002)
- SEATING SIGNAGE (4/L002)
- METAL PLANTER EDGE (1/L001)
- PLANTING AREA (1/L001)
- PRECAST PAVERS (4/L001)
- WOOD DECK (1/L001)
- FIXED SEATING WITH BACK (1/L001)
- FIXED SEATING (1/L001)
- ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4&5/L001)
- POLE LIGHT (3/L001)
- AWNING LIGHT
- AREA DRAIN

GRADING LEGEND

- FFE +XX.XX — FINISH FLOOR ELEVATION
- +XX.XX — FINISH GRADE SPOT ELEVATION
- TS +XX.XX — TOP OF SEAT
- TW +XX.XX — TOP OF WALL
- PROPOSED CONTOUR

NOTES:
1) BUILDING AND BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
2) SIMILAR PLANT SPECIES MAY BE SELECTED AT DISCRETION OF LANDSCAPE ARCHITECT.
3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

ENGINEER
MCLAREN ENGINEERING GROUP

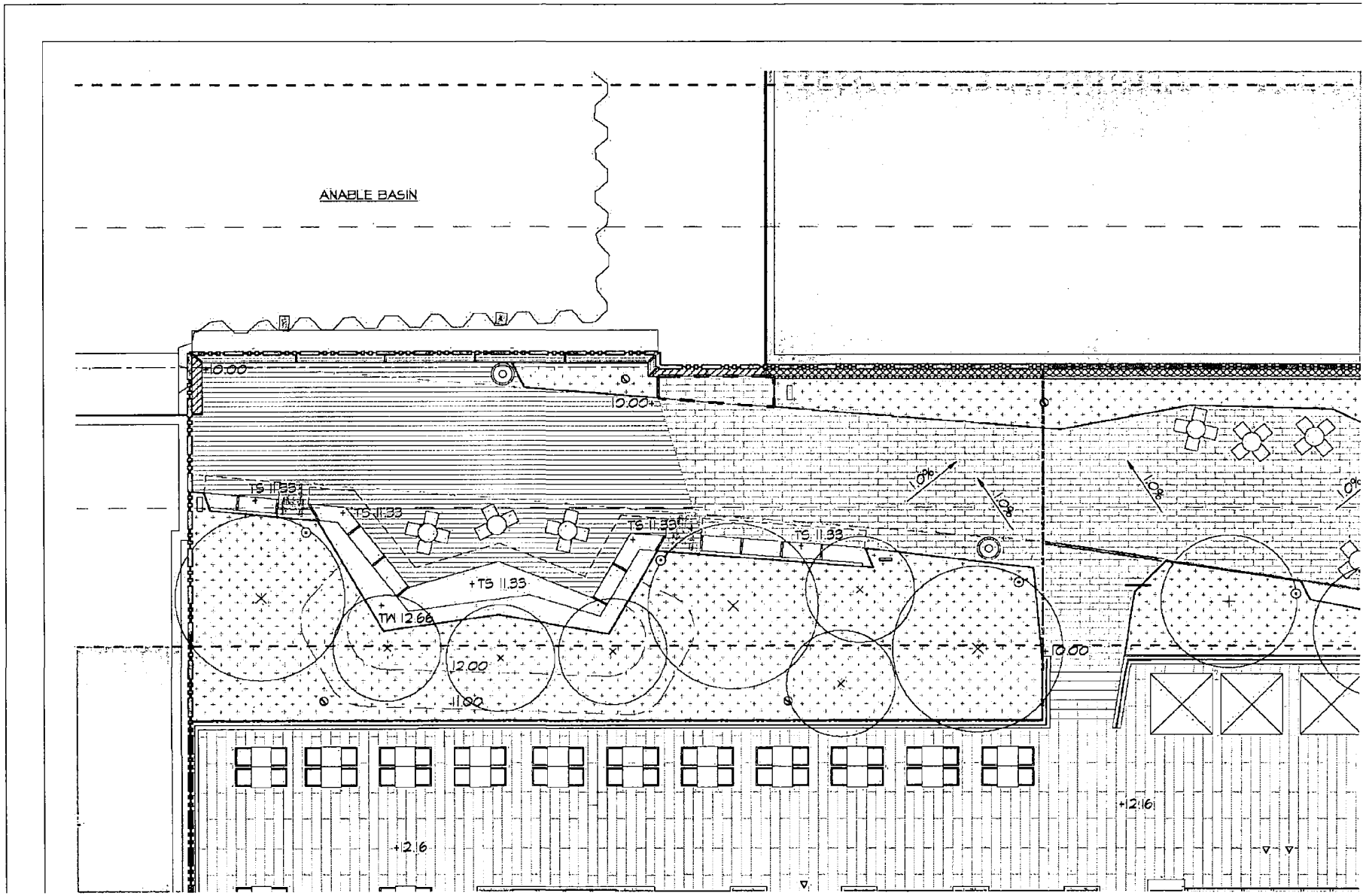
- 6/29/21	DCP Submission
9/13/21	DCP Submission
5/31/22	DCP Submission
11/14/22	DCP Submission
Date	Revision

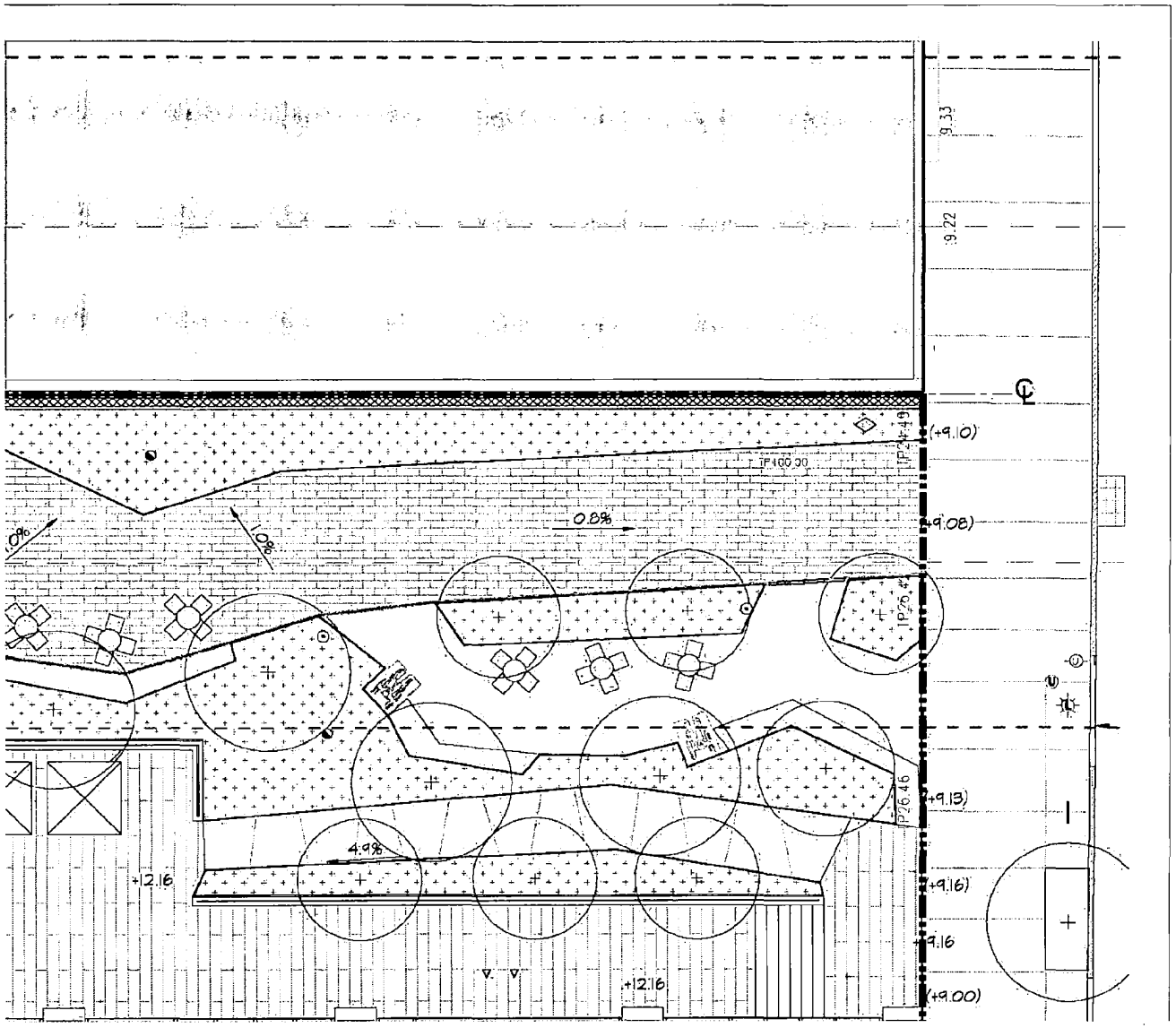
SCALE: 1/8"=1'-0"

DRAWING TITLE
GRADING PLAN

DRAWING NO.
L-200.00

875


ANABLE BASIN
+10.00
10.00
TS 11.33
TS 11.33
TS 11.33
TS 11.33
+TS 11.33
TW 12.66
12.00
11.00
1.0%
1.0%
1.0%
1.0%
+12.16
+12.16



PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

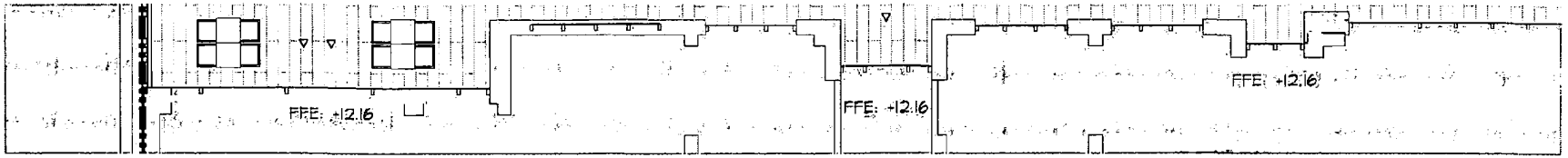
OWNER:
ZD JASPER REALTY
80 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400.
EMAIL: TOM@ZDJASPER.COM

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PHONE: 347.352.3639

SITE CIVIL ENGINEER:
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131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000

877



1 GRADING PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- INTERIM SCREENING WALL (2/L605)
- PROPOSED CANOPY TREE (1/L801)
- PROPOSED ORNAMENTAL TREE (1/L801)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L803)
- WPAA SIGNAGE (1/L802)
- ZONING LOT SIGNAGE (2/L802)
- SEATING SIGNAGE (4/L802)
- METAL PLANTER EDGE (4/L801)
- PLANTING AREA (1/L300)
- PRECAST PAVERS (4/L800)
- WOOD DECK (1/L800)
- FIXED SEATING WITH BACK (1/L803)
- FIXED SEATING (1/L804)
- ADA SEATING SPACE (4'-0" x 8'-0")
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (3/L802)
- AWNING LIGHT
- AREA DRAIN

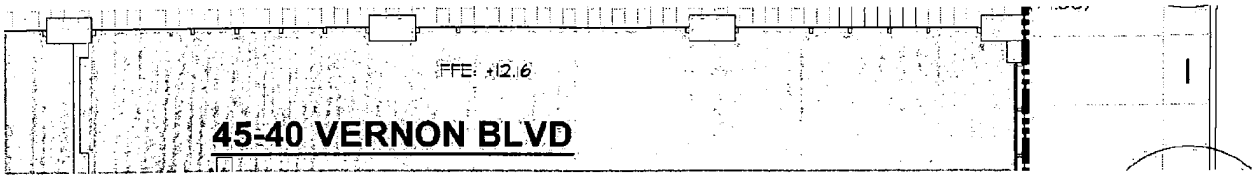
GRADING

FFE: +X.

+X.

TS: +X.

TW: +X.



DING LEGEND

+XX.XX	FINISH FLOOR ELEVATION
+XX.XX	FINISH GRADE SPOT ELEVATION
+XX.XX	TOP OF SEAT
+XX.XX	TOP OF WALL
— — —	PROPOSED CONTOUR

NOTES:
1) BUILDING AND BUILDING ENTRANCES ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
2) SIMILAR PLANT SPECIES MAY BE SELECTED AT DISCRETION OF LANDSCAPE ARCHITECT.
3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

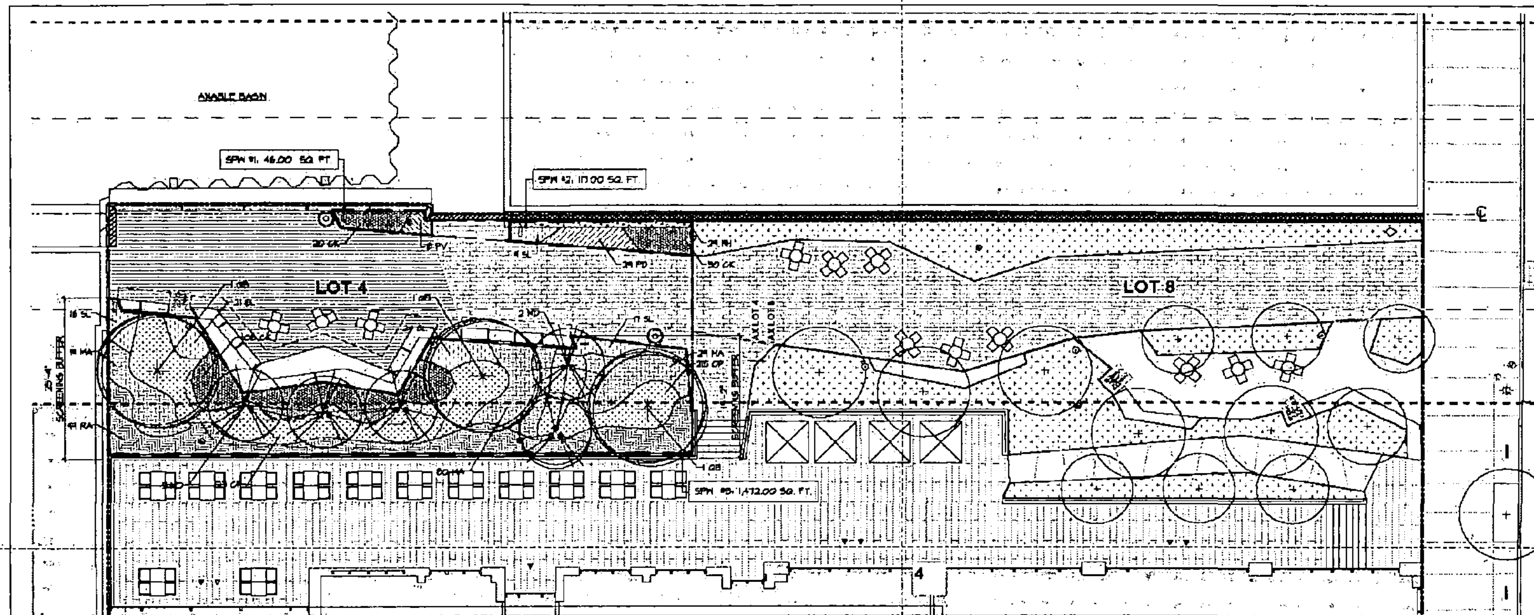
GRADING PLAN

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No.
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

L-200.00

879



PLANTING PLAN

1 — SCALE: 1/8" = 1'-0"

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 9,418 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- PLANTING BED
- INTERIM SCREENING WALL (2/L805)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L803)
- PRECAST PAVERS (4/L800)
- WOOD DECK (1/L800)
- FIXED SEATING WITH BACK (1/L805)
- FIXED SEATING (1/L804)
- ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (5/L807)
- AWNING LIGHT
- AREA DRAIN

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
	MD	MAGNOLIA X LOEBNERI 'MERRILL'	MERRILL LOEBNER MAGNOLIA	10'-12' HT	B & B	AS SHOWN	3 STEM MIN	NO	3
	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	4"-4 1/2" CAL	B & B	AS SHOWN		YES	3
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
	CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	5 GAL	CONT.	18" O.C.		NO	58
	MA	MISCANTHUS SINENSIS 'AUTUMN RED'	AUTUMN RED MAIDEN GRASS	7 GAL	CONT.	24" O.C.		NO	18
	PD	PANICUM AMARUM	BITTER PANICGRASS	5 GAL	CONT.	18" O.C.		YES	29
	PV	PANICUM VIRGATUM	SWITCHGRASS	5 GAL	CONT.	18" O.C.		YES	11
	RA	RHUS AROMATICA	FRAGRANT SUMAC	7 GAL	CONT.	24" O.C.		YES	44
	SL	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	5 GAL	CONT.	18" O.C.		YES	108
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
	CP	CAREX PENSYLVANICA	PENNSYLVANIA SEDGE	2 GAL	CONT.	10" O.C.		YES	128
VINES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
	HH	HEDERA HELIX	ENGLISH IVY	2 GAL	CONT.	12" OC		NO	29

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3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

ZR 62-62 (C) (3) (I). CANOPY TREE FOR SHORE PUBLIC WALKWAYS
3,418 SF / 2,000 = 1.74 — MINIMUM OF 2 CANOPY TREE REQUIRED
or 49 LF / 100 = 0.49 — MINIMUM OF 2 CANOPY TREE REQUIRED

TOTAL OF 3 CANOPY TREE PROVIDED (SEE PLANTING SCHEDULE)

ZR 62-62 (C) (1). PLANTING AREAS FOR SHORE PUBLIC WALKWAYS
3,418 SF X 35% = 1,217.3 SF MINIMUM OF AREA SHALL BE PLANTED.

SPW #1 = 46.00 SF
SPW #2 = 117.00 SF
SPW #3 = 1,472.00 SF
TOTAL: 1,635.00 SF PROVIDED

ZR 62-62 (C) (B) (II). ADDITIONAL PLANTING FOR SHORE PUBLIC WALKWAYS
3,418 SF / 1,250 = 2.78
3 CANOPY TREE, ORNAMENTAL TREE OR MULTI-STEMMED EQUIVALENT, 180 SQUARE FEET OF PLANTING BEDS OR 330 SQUARE FEET OF ACCESSIBLE LAWN REQUIRED.

TOTAL OF 3 ORNAMENTAL TREE PROVIDED (SEE PLANTING SCHEDULE)

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY

LANDSCAPE ARCHITECT:
MPFP LLC
NEW YORK, NY 10271

ARCHITECT:
ARCHIMAERA
BROOKLYN, NY

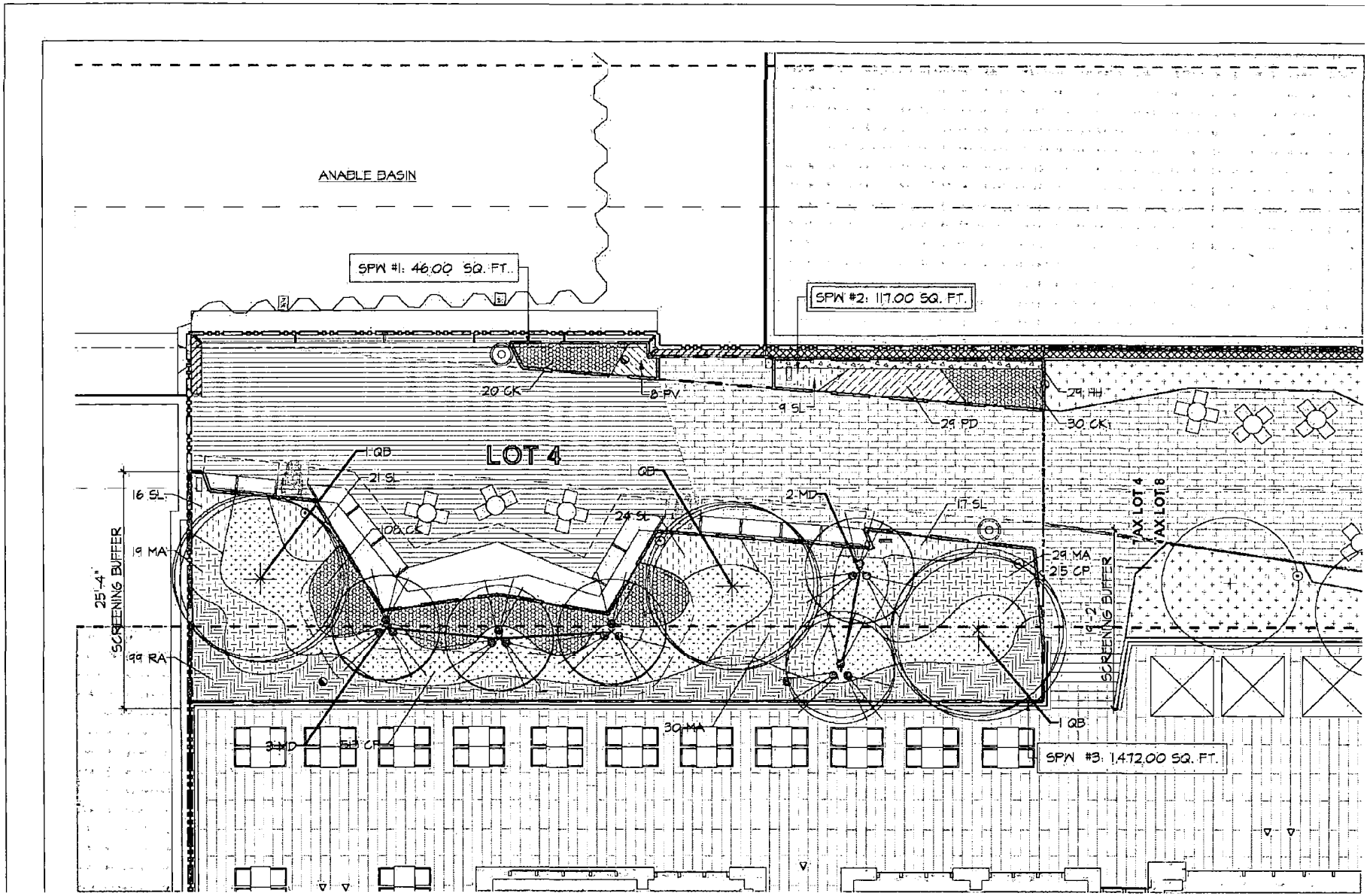
SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
NEW YORK, NY

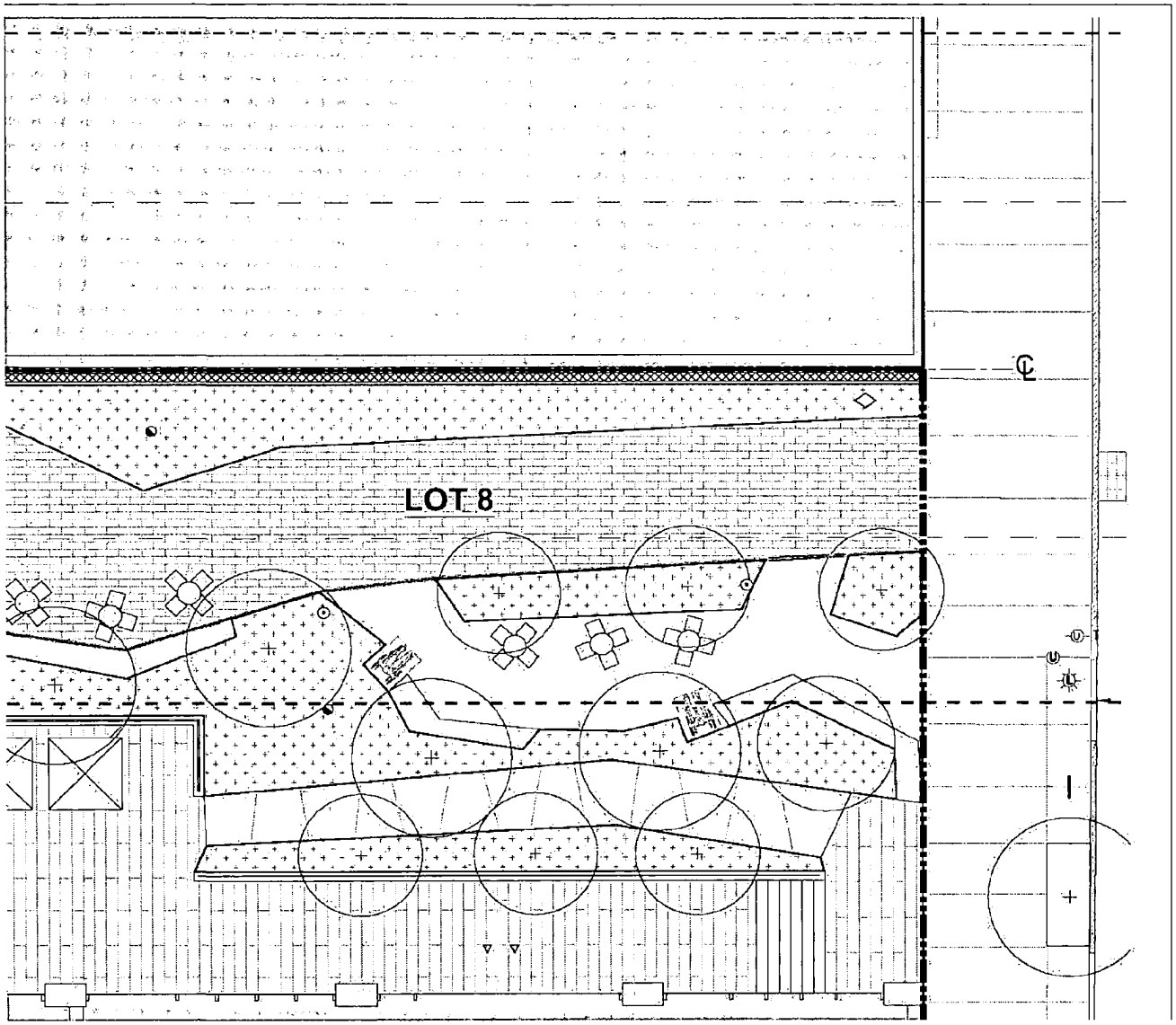
DATE	REVISION
	DCP SUBMISSION
	DCP SUBMISSION
	DCP SUBMISSION
	DCP SUBMISSION

ORIENTATION / KEY PLAN

PLANTING PLAN

L-300.00


ANABLE BASIN
SPW #1: 46.00 SQ. FT.
SPW #2: 117.00 SQ. FT.
SPW #3: 1,472.00 SQ. FT.
LOT 4
20 CK
8 PV
9 SL
29 PD
29 HH
30 CK
1 QB
21 SL
16 SL
19 MA
99 RA
25'-4" SCREENING BUFFER
24 SL
10 CK
2 MD
17 SL
29 MA
25 CP
9'-2" SCREENING BUFFER
TAX LOT 4
TAX LOT 8
30 MA
3 MD
5 CP
1 QB



PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6366
FAX.: (212) 477-6546

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 108
BROOKLYN, NY 11222
PHONE: 347.362.3839

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000



1 PLANTING PLAN

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

L-300.00
Page 1 of 4

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- PLANTING BED
- INTERIM SCREENING WALL (2/L805)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L803)
- PRECAST PAVERS (4/L800)
- WOOD DECK (1/L800)
- FIXED SEATING WITH BACK (1/L803)
- FIXED SEATING (1/L804)
- ADA SEATING SPACE (4'-0" x 5'-0")
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (3/L802)
- AWNING LIGHT
- AREA DRAIN

PLANT_SCHEDULE			
TREES	CODE	BOTANICAL NAME	COMMC
	MD	MAGNOLIA X LOEBNERI 'MERRILL'	MERRILL
	QB	QUERCUS BICOLOR	SWAMP W
SHRUB AREAS	CODE	BOTANICAL NAME	COMMON
	CK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	KARL FO
	MA	MISCANTHUS SINENSIS 'AUTUMN RED'	AUTUMN R
	PD	PANICUM AMARUM	BITTER P
	PV	PANICUM VIRGATUM	SWITCH G
	RA	RHUS AROMATICA	FRAGRAI
	SL	SCHIZACHYRIUM SCOPARIUM	LITTLE BI
GROUND COVERS	CODE	BOTANICAL NAME	COMMON
	CP	CAREX PENSYLVANICA	PENNSYL
VINES	CODE	BOTANICAL NAME	COMMON
	HH	HEDERA HELIX	ENGLISH

ZR 62-62 (C) (3) (i): CANOPY TREE FOR SHORE PUBLIC WALKWAYS
3,478 SF / 2,000 = 1.74 MINIMUM OF 2 CANOPY TREE REQUIRED.
or 49 LF / 100 = 0.49 MINIMUM OF 2 CANOPY TREE REQUIRED

TOTAL OF 3 CANOPY TREE PROVIDED. (SEE PLANTING SCHEDULE)

ZR 62-6
3,478 SF

SPW #1 =
SPW #2 =
~~SPW #3 =~~
TOTAL: 1,



MON NAME	SIZE	ROOT	SPACING	COMMMENTS	NATIVE PLANTS	QTY
ILL LOEBNER MAGNOLIA	10'-12' HT	B & B	AS SHOWN	3 STEM MIN	NO	5
P. WHITE OAK	4"-4 1/2" CAL	B & B	AS SHOWN		YES	3
ION NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
FOERSTER FEATHER REED GRASS	5 GAL	CONT.	16" O.C.		NO	158
N RED MAIDEN GRASS	7 GAL	CONT.	24" O.C.		NO	78
R PANICGRASS	5 GAL	CONT.	16" O.C.		YES	29
H GRASS	5 GAL	CONT.	16" O.C.		YES	19
RANT SUMAC	7 GAL	CONT.	24" O.C.		YES	99
E BLUESTEM	5 GAL	CONT.	16" O.C.		YES	103
ION NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
YLVANIA SEDGE	2 GAL	CONT.	10" O.C.		YES	728
ION NAME	SIZE	ROOT	SPACING	COMMENTS	NATIVE PLANTS	QTY
SH IVY	2 GAL	CONT.	12" O.C.		NO	29

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-62 (C) (1): PLANTING AREAS FOR SHORE PUBLIC WALKWAYS
SF X 35% = 1,217.3 SF MINIMUM OF AREA SHALL BE PLANTED.

1 = 46.00 SF
2 = 117.00 SF
3 = ~~1,472.00 SF~~
∴ 1,635.00 SF PROVIDED

ZR 62-62 (C) (3) (ii): ADDITIONAL PLANTING FOR SHORE PUBLIC WALKWAYS
3,478 SF / 1,250 = 2.78
3 CANOPY TREE, ORNAMENTAL TREE OR MULTI-STEMMED EQUIVALENT, 180 SQUARE FEET OF PLANTING BEDS OR 330 SQUARE FEET OF ACCESSIBLE LAWN REQUIRED.

TOTAL OF 5 ORNAMENTAL TREE PROVIDED. (SEE PLANTING SCHEDULE)

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

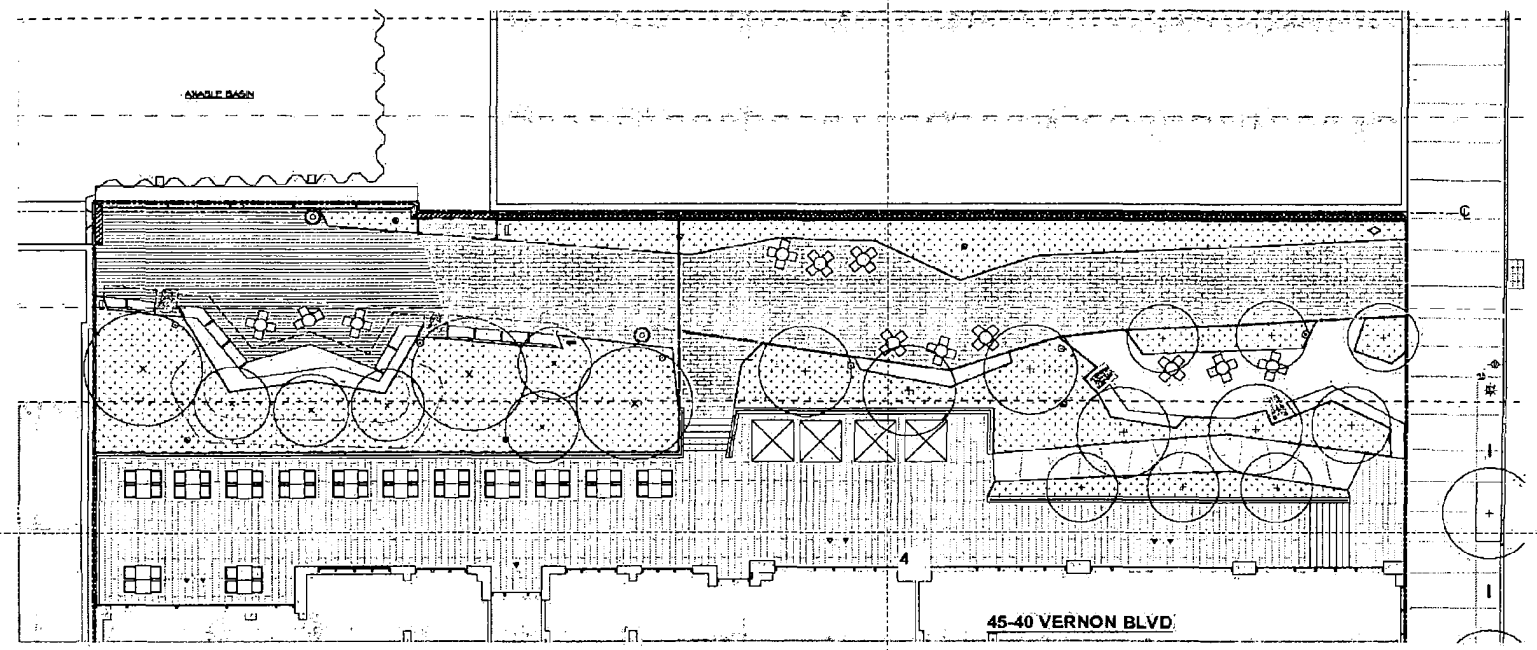
PLANTING PLAN

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP AS
DWG. No.:

L-300.00

884



1. MATERIALS PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 9,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L005)
- INTERIM SCREENING WALL (2/L005)
- PROPOSED CANOPY TREE (1/L001)
- PROPOSED ORNAMENTAL TREE (1/L001)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L005)
- NYAA SIGNAGE (1/L002)
- ZONING LOT SIGNAGE (3/L002)
- SEATING SIGNAGE (4/L002)
- METAL PLANTER EDGE (4/L001)
- PLANTING AREA (1/L002)
- PRECAST PAVERS (4/L002)
- WOOD DECK (1/L002)
- FIXED SEATING WITH BACK (1/L003)
- FIXED SEATING (1/L004)
- ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4/L003)
- POLE LIGHT (3/L002)
- AWNING LIGHT
- AREA DRAIN

NOTES:
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PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

CLIENT:
ZD JASPER REALTY

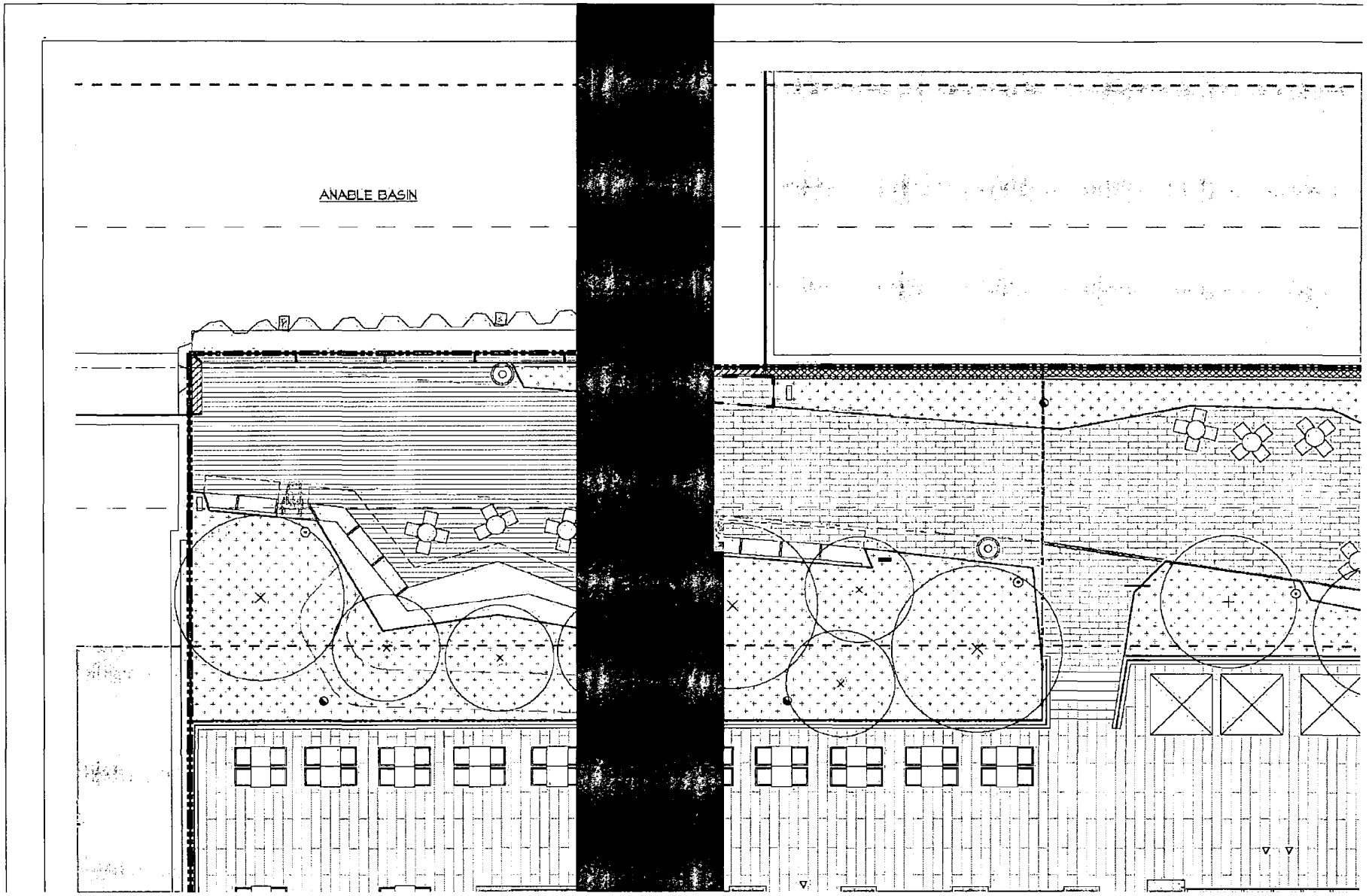
LANDSCAPE ARCHITECT:
MPFP LLC

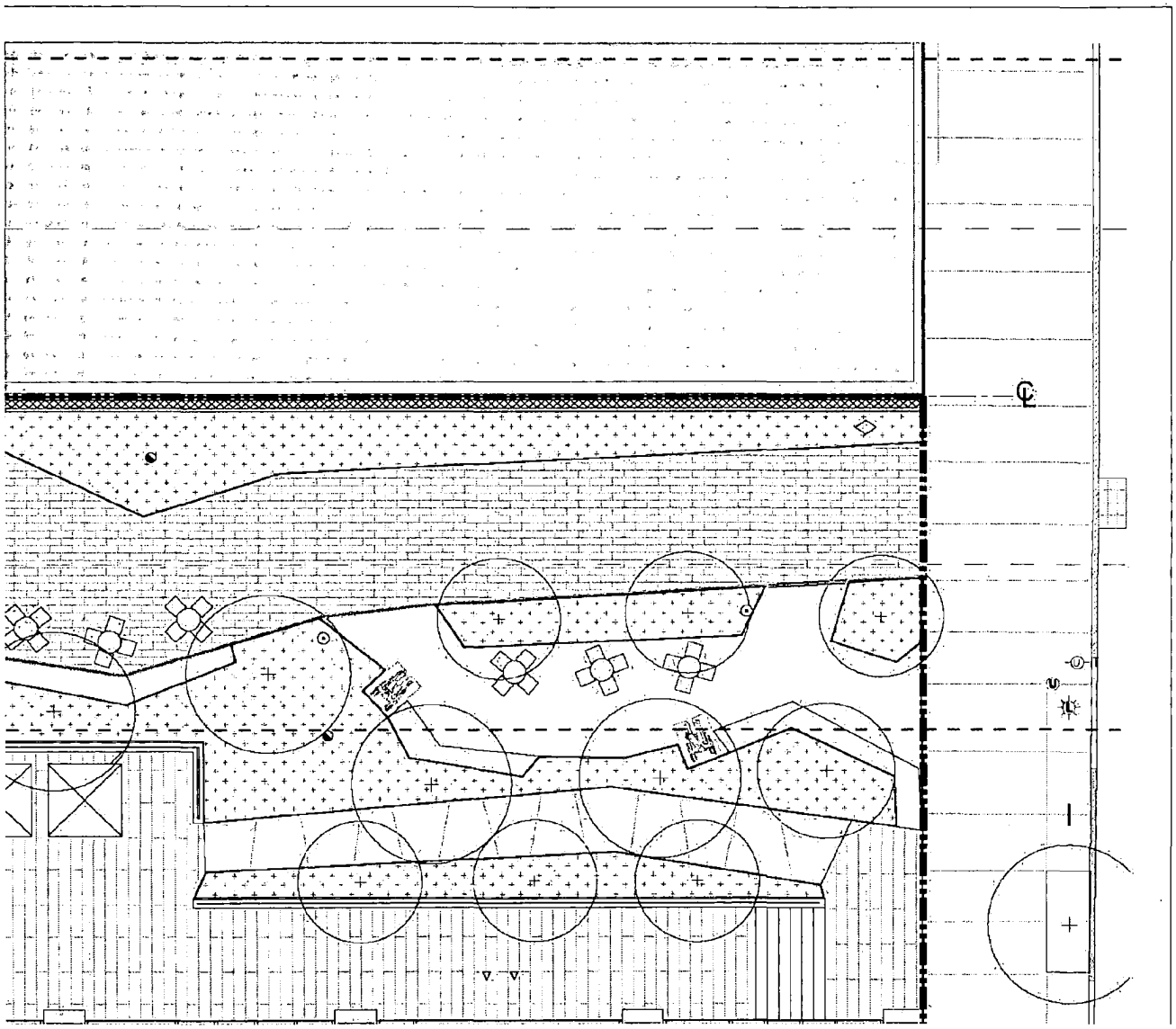
ARCHITECT:
ARCHIMAERA

STRUCTURAL ENGINEER:
MCLAREN ENGINEERING GROUP

SHEET TITLE:
MATERIALS PLAN

SHEET NO.:
L-400.00


ANABLE BASIN



PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

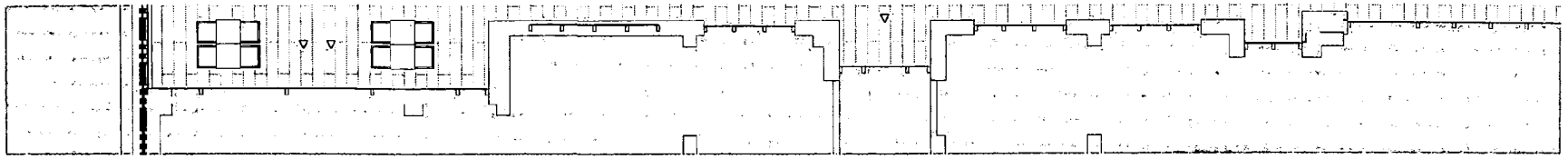
OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
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PHONE: 516.829.9400
EMAIL: TOV@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP
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42 WEST STREET SUITE 108
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SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000

887



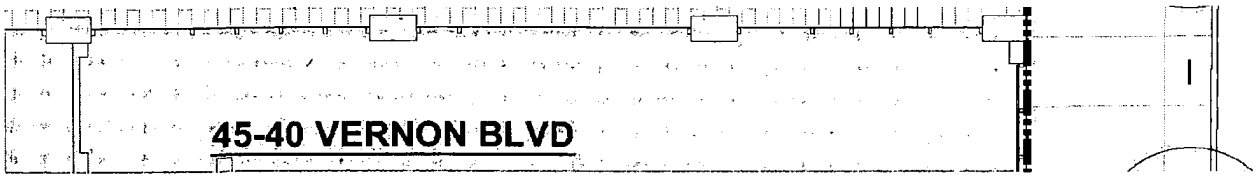
1 MATERIALS PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
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- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- INTERIM SCREENING WALL (2/L805)
- PROPOSED CANOPY TREE (1/L801)
- PROPOSED ORNAMENTAL TREE (1/L801)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L803)
- WPAA SIGNAGE (1/L802)
- ZONING LOT SIGNAGE (2/L802)
- SEATING SIGNAGE (4/L802)
- METAL PLANTER EDGE (4/L801)
- PLANTING AREA (1/L300)
- PRECAST PAVERS (4/L800)
- WOOD DECK (1/L800)
- FIXED SEATING WITH BACK (1/L803)
- FIXED SEATING (1/L804)
- 4'-0" 5'-0" ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (3/L802)
- AWNING LIGHT
- AREA DRAIN

888



Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE

KEY PLAN:

NOTES:

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3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

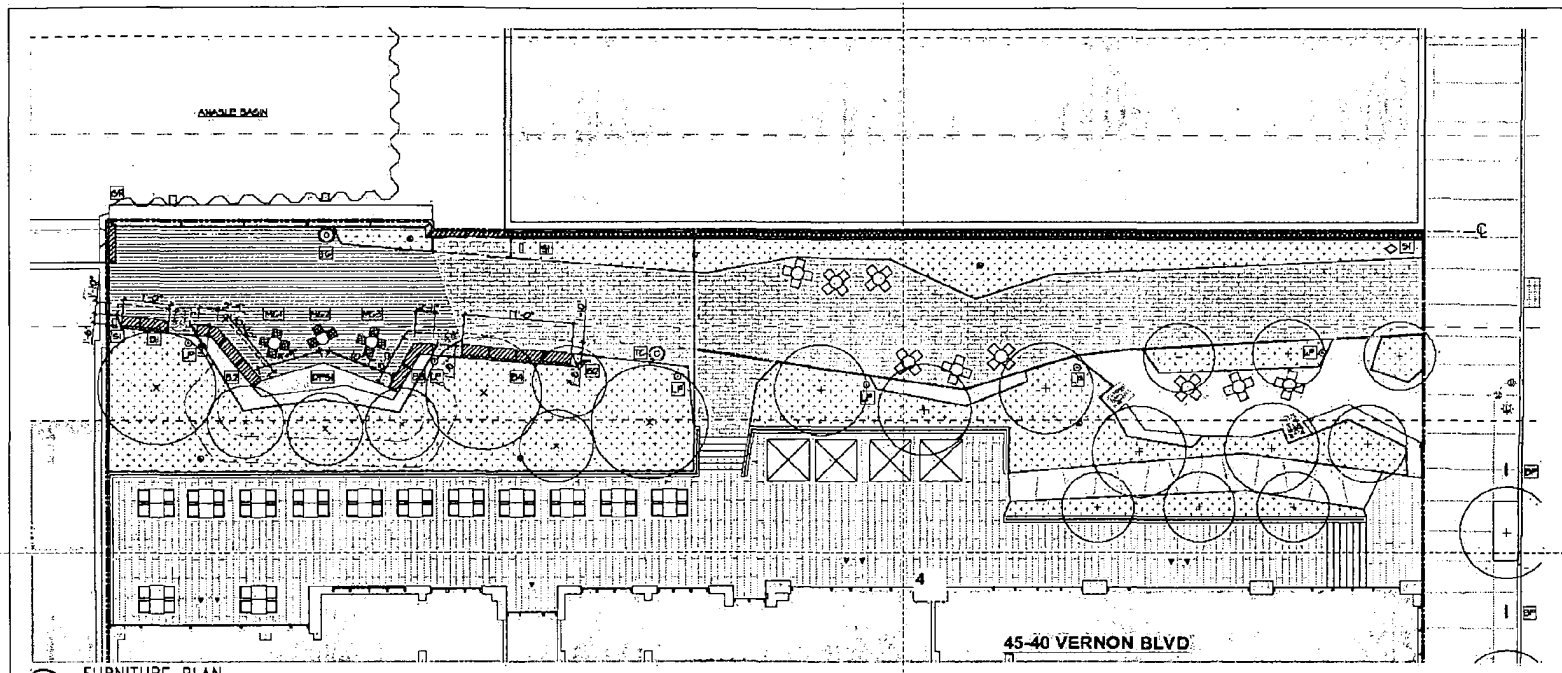
DRAWING TITLE:

MATERIALS PLAN

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SJ
CHECKED BY: RP, AB
DWG No:

L-400.00



FURNITURE PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
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- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- INTERIM SCREENING WALL (2/L805)
- PROPOSED CANOPY TREE (1/L801)
- PROPOSED ORNAMENTAL TREE (1/L801)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (2/L805)
- NYAA SIGNAGE (1/L805)
- ZONING LOT SIGNAGE (1/L807)
- SEATING SIGNAGE (1/L807)
- METAL PLANTER EDGE (1/L805)
- PLANTING AREA (1/L802)
- PRECAST PAVERS (1/L802)
- WOOD DECK (2/L802)
- FIXED SEATING WITH BACK (2/L804)
- FIXED SEATING (3/L804)
- 4'-0" 2'-0" ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (2/L803)
- AWNING LIGHT
- AREA DRAIN

SEATING LEGEND

FIXED SEATING WITH BACKS | DESIGN FEATURE SEATING | MOVEABLE / UNBACKED SEATING

SHORE PUBLIC WALKWAY SEATING SCHEDULE:

ID / TAG	TYPE	QTY.	DESCRIPTION	TOTAL	DRAWING REFERENCE
BT	BENCH TYPE 1	1	7'-0" BACKED SEATING	7'-0"	1/L803
BT2	BENCH TYPE 2	1	13'-7" BACKED SEATING	13'-7"	2/L804
BT3	BENCH TYPE 3	1	10'-11" BACKED SEATING	10'-11"	2/L804
BT4	BENCH TYPE 4	1	17'-0" BACKED SEATING	17'-0"	1/L803
DFS	DESIGN FEATURE SEATING	1	20'-4" DESIGN FEATURE SEATING	20'-4"	3/L804
MC	MOVEABLE CHAIRS	1	6'-0" MOVEABLE BACKED SEATING	6'-0"	4/L804
MC2	MOVEABLE CHAIRS	1	4'-0" MOVEABLE BACKED SEATING	4'-0"	4/L804
MC6	MOVEABLE CHAIRS	1	6'-0" MOVEABLE BACKED SEATING	6'-0"	4/L804

WATERFRONT FURNISHING SCHEDULE:

ID / TAG	DESCRIPTION	QTY.	DRAWING REFERENCE
BP	BIKE PARKING	2 BICYCLE RACKS, 4 PARKING SPACES	2/L803
TC	TRASH CANS	2	3/L803
SI	NYAA SIGN	3	1/L802
SGN	SEATING SIGN	1	4/L802
LP	LIGHT POLE	8	3/L802
GR	GUARD RAIL	68'-3"	1/L805

SITE FURNISHING CHART CALCULATIONS:

3,478 SF / 75 LF = 46.37 LF REQUIRED SEATING
TOTAL PROVIDED SEATING = 88.33 LF

62-652 (A)
SEATING WITH BACKS: 50% OF REQUIRED SEATING
46.37 LF x 50% = 23.19 LF BACKED SEATING REQUIRED
TOTAL PROVIDED BACKED SEATING: 68.00 LF

SEATING WITH BACKS FACING WATER: MIN. 30% OF REQUIRED SEATING WITH BACKS SHALL FACE WATER
23.19 LF x 50% = 11.60 LF OF SEATING WITH BACK FACING WATER REQUIRED
TOTAL SEATING WITH BACK FACING WATER PROVIDED: 49.50 LF

62-652 (D)(1)
DESIGN FEATURE SEATING: MAX. 25% OF REQUIRED SEATING:
46.37 LF x 25% = 11.59 LF OF DESIGN FEATURE SEATING
TOTAL DESIGN FEATURE SEATING PROVIDED: 20.44 LF
TOTAL PROVIDED DESIGN FEATURE SEATING APPLICABLE PER ZR 62-652 (D)(1): 11.59 LF (25% OF TOTAL PROVIDED SEATING)

62-652 (F)
SOCIAL SEATING: MIN. 25% OF REQUIRED SEATING:
46.37 LF x 25% = 11.59 LF OF SOCIAL SEATING REQUIRED
TOTAL SOCIAL SEATING PROVIDED: 44.26 LF

62-652 (G)
SHADED SEATING: MIN. 20% OF REQUIRED SEATING:
46.37 LF x 20% = 9.27 LF OF SHADED SEATING REQUIRED
TOTAL SHADED SEATING PROVIDED: 66.26 LF

NOTES:
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3) SPECIFICATIONS AND DETAILS OF FURNISHINGS AND MATERIAL MAY CHANGE SUBJECT TO PARKS DEPARTMENT CONSTRUCTION DRAWING REVIEW IN ACCORDANCE WITH RESTRICTIVE DECLARATION.

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY

LANDSCAPE ARCHITECT:
MPFP LLC

ARCHITECT:
ARCHIMAERA

SITE ENGINEER:
MCLAREN ENGINEERING GROUP

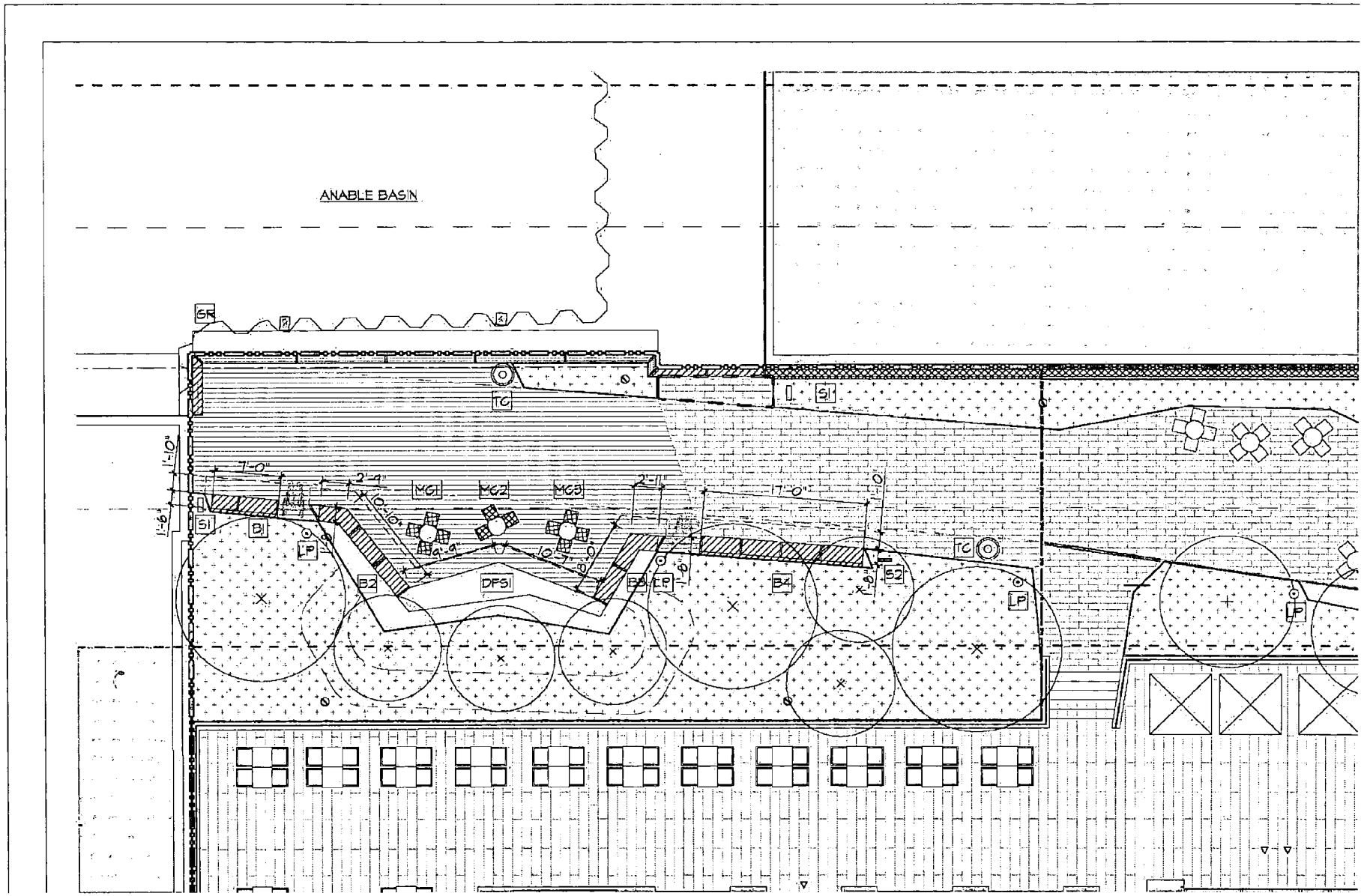
NO.	DATE	DESCRIPTION
1	4/29/21	DCP SUBMISSION
2	9/10/21	DCP SUBMISSION
3	5/19/23	DCP SUBMISSION
4	11/16/23	DCP SUBMISSION

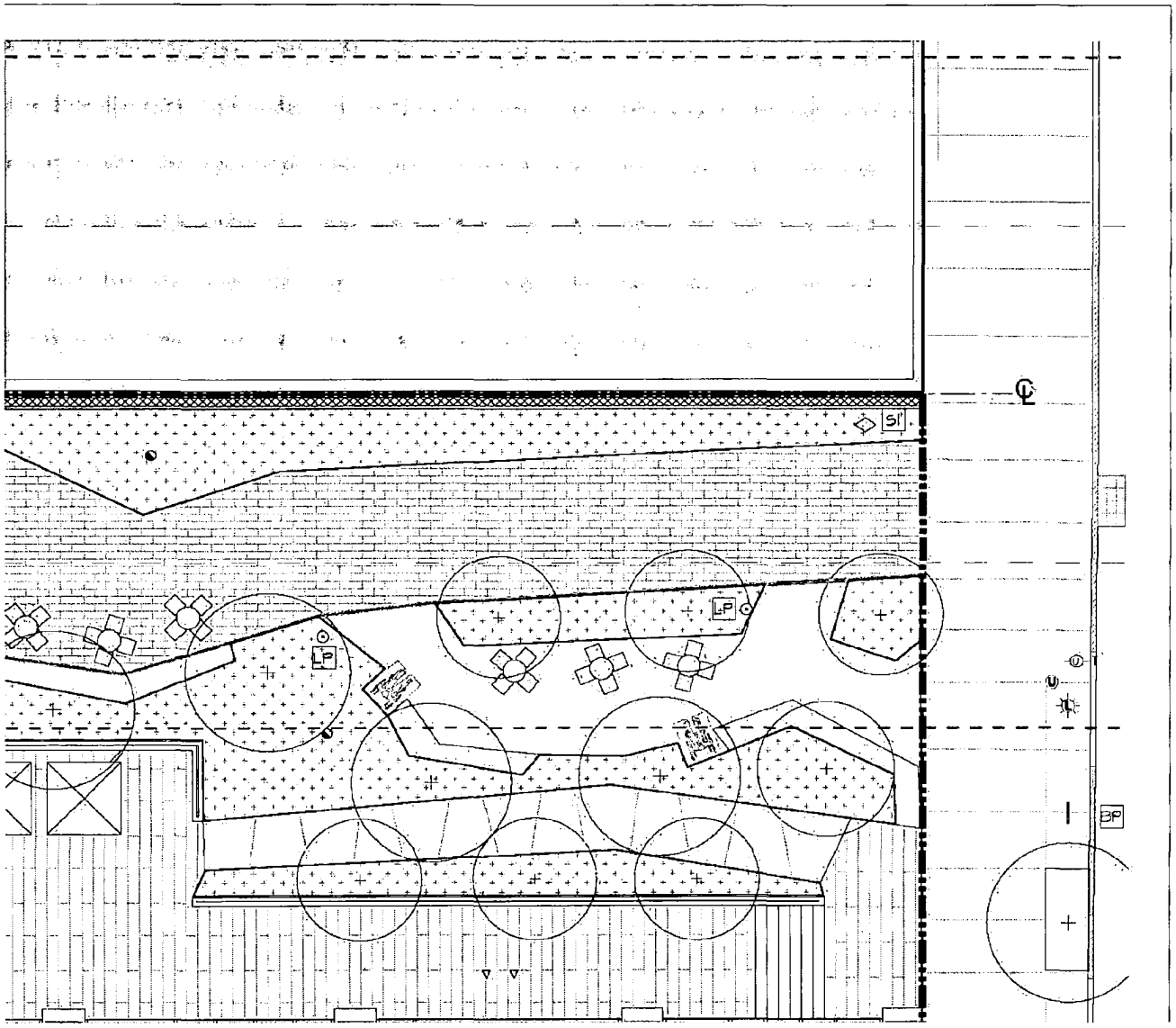
DRAWN: KC | CHECKED: KC

KEY PLAN

FURNITURE PLAN

DATE: OCTOBER 31, 2023
PROJECT No.: 21
DRAWING BY: KC
CHECKED BY: AS
DWG No.: L-500.00


ANABLE BASIN
GR
TC
S1
B1
B2
B3
B4
S2
LP
MG1
MG2
MG3
DFS1
7'-0"
17'-0"
2'-4"
2'-11"
1'-10"
1'-6"



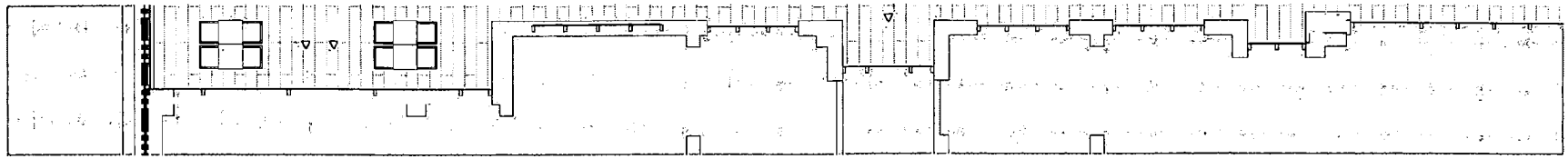
PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6388
FAX.: (212) 477-6548

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 108
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.6000



1 FURNITURE PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- INTERIM SCREENING WALL (2/L805)
- PROPOSED CANOPY TREE (1/L801)
- PROPOSED ORNAMENTAL TREE (1/L801)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L803)
- WPAA SIGNAGE (1/L802)
- ZONING LOT SIGNAGE (2/L802)
- SEATING SIGNAGE (4/L802)
- METAL PLANTER EDGE (4/L801)
- PLANTING AREA (1/L300)
- PRECAST PAVERS (4/L800)
- WOOD DECK (1/L800)
- FIXED SEATING WITH BACK (1/L803)
- FIXED SEATING (1/L804)
- ADA SEATING SPACE (4'-0" x 8'-0")
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (3/L802)
- AWNING LIGHT
- AREA DRAIN

SEATING LEGEND

- FIXED SEATING WITH BACKS
- DESIGN FEATURE SEATING
- MOVEABLE BACKED SEATING

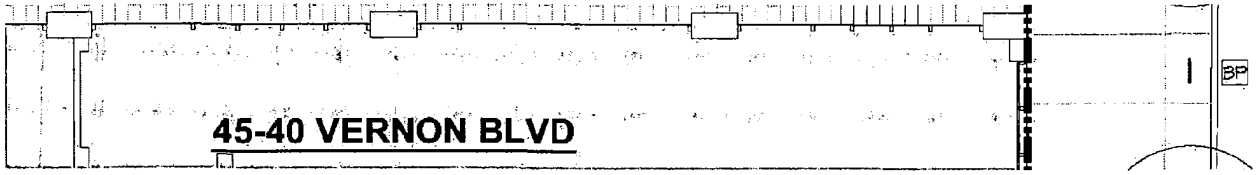
SHORE PUBLIC WAL

ID / TAG	TYPE
B1	BENCH TYPE
B2	BENCH TYPE
B3	BENCH TYPE
B4	BENCH TYPE
DFSI	DESIGN FEATURE SEATING
MC1	MOVEABLE CHAIRS
MC2	MOVEABLE CHAIRS
MC3	MOVEABLE CHAIRS

WATERFRONT FUR

ID / TAG	DESCRIPTI
BP	BIKE PARKI
TC	TRASH CAN
SI	WPAA SIGN
S2	SEATING SI
LP	LIGHT POLE
GR	GUARDRAIL

893



WALKWAY SEATING SCHEDULE

'E	QTY.	DESCRIPTION	TOTAL	DRAWING REFERENCE
YPE 1	1	7'-0" BACKED SEATING	7'-0"	1/L-803
YPE 2	1	13'-7" BACKED SEATING	13'-7"	2/L-804
YPE 3	1	10'-11" BACKED SEATING	10'-11"	2/L-804
YPE 4	1	17'-0" BACKED SEATING	17'-0"	1/L-803
	1	20'-4" DESIGN FEATURE SEATING	20'-4"	3/L-804
LE	1	6'-0" MOVEABLE BACKED SEATING	6'-0"	4/L-804
LE	1	4'-6" MOVEABLE BACKED SEATING	4'-6"	4/L-804
LE	1	6'-0" MOVEABLE BACKED SEATING	6'-0"	4/L-804

FURNISHING SCHEDULE

PTION	QTY.	DRAWING REFERENCE
RKING	2 BICYCLE RACKS, 4 PARKING SPACES	2/L-803
CANS	2	3/L-803
IGN	3	1/L-802
S SIGN	1	4/L-802
OLE	6	3/L-802
RAIL	66'-3"	1/L-805

SITE FURNISHING CHART CALCULATIONS
3,478 SF / 75 LF = 46.37 LF REQUIRED SEATING
TOTAL PROVIDED SEATING = 85.33 LF

62-652 (A)
SEATING WITH BACKS: 50% OF REQUIRED SEATING
46.37 LF x 50% = 23.19 LF BACKED SEATING REQUIRED
TOTAL PROVIDED BACKED SEATING: 65.00 LF

SEATING WITH BACKS FACING WATER: MIN. 50% OF REQUIRED SEATING WITH BACKS SHALL FACE WATER.
23.19 LF x 50% = 11.60 LF OF SEATING WITH BACK FACING WATER REQUIRED
TOTAL SEATING WITH BACK FACING WATER PROVIDED: 48.50 LF

62-652 (E)(1)
DESIGN FEATURE SEATING: MAX. 25% OF REQUIRED SEATING
46.37 LF x 25% = 11.59 LF OF DESIGN FEATURE SEATING
TOTAL DESIGN FEATURE SEATING PROVIDED: 20.44 LF
TOTAL PROVIDED DESIGN FEATURE SEATING APPLICABLE PER ZR 62-652 (E)(1): 11.58 LF (25% OF TOTAL PROVIDED SEATING)

62-652 (F)
SOCIAL SEATING: MIN. 25% OF REQUIRED SEATING:
46.37 LF x 25% = 11.59 LF OF SOCIAL SEATING REQUIRED
TOTAL SOCIAL SEATING PROVIDED: 44.83 LF

62-652 (G)
SHADED SEATING: MIN. 20% OF REQUIRED SEATING:
46.37 LF x 20% = 9.27 LF OF SHADED SEATING REQUIRED
TOTAL SHADED SEATING PROVIDED: 68.83 LF

NOTES:
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Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

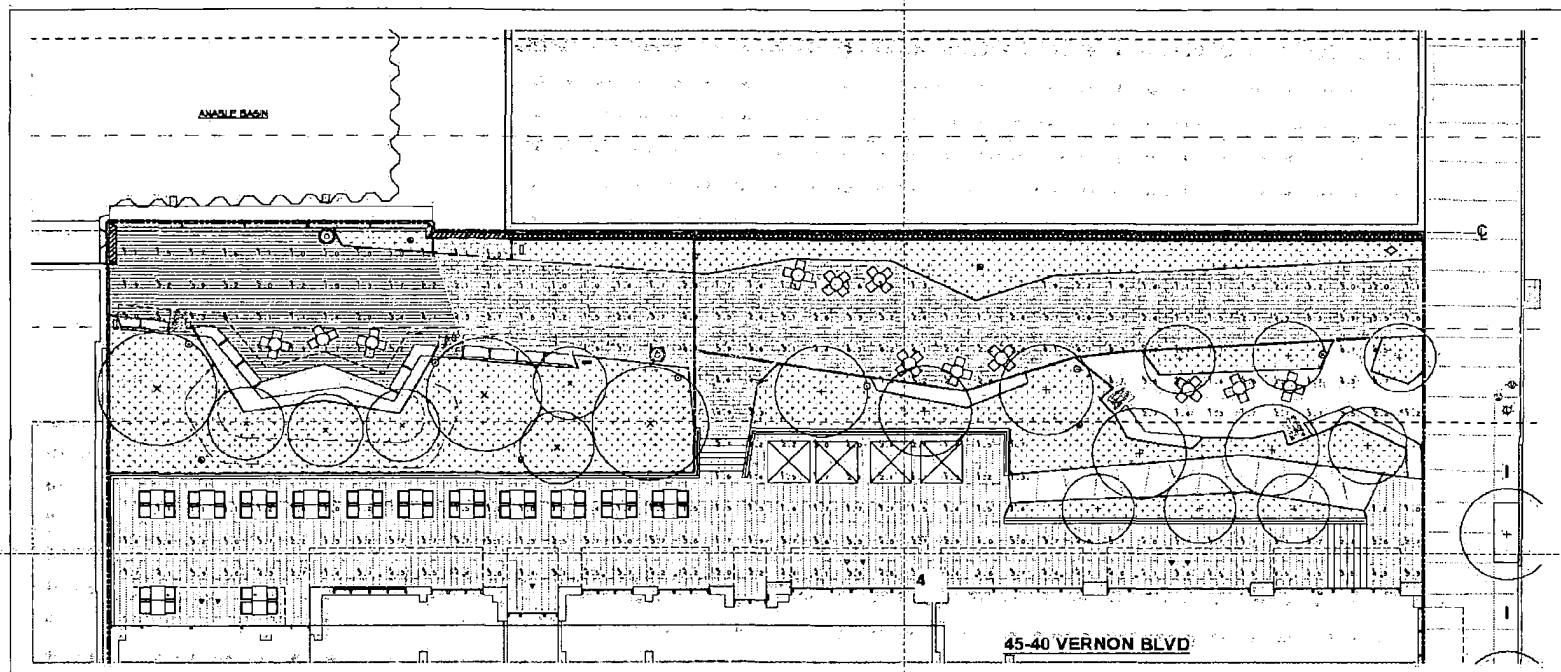
FURNITURE PLAN

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SJ
CHECKED BY: RP, AB
DWG. No:

L-500.00

894



1 LIGHTING AND PHOTOMETRIC PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 31,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
- 12 FOOT FUTURE CONNECTION PATH
- BUILDING ENTRANCE
- PROPOSED BUILDING
- 12' CLEAR PRIMARY CIRCULATION PATH
- MEAN HIGH WATERLINE
- BULKHEAD WITH GUARDRAIL
- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L603)
- INTERIM SCREENING WALL (2/L603)
- PROPOSED CANOPY TREE (1/L601)
- PROPOSED ORNAMENTAL TREE (1/L601)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (8/L603)
- NPAA SIGNAGE (2/L602)
- ZONING LOT SIGNAGE (3/L602)
- SEATING SIGNAGE (4/L602)
- METAL PLANTER EDGE (4/L601)
- PLANTING AREA (1/L602)
- PRECAST PAVERS (4/L602)
- WOOD DECK (1/L602)
- FIXED SEATING WITH BACK (1/L603)
- FIXED SEATING (1/L601)
- ADA SEATING SPACE
- MOVEABLE TABLES AND CHAIRS (4&5/L602)
- POLE LIGHT (5/L602)
- AWNING LIGHT
- AREA DRAIN

REQUIRED	PROVIDED
AVERAGE ON WALKABLE AREAS = 1 FC	AVERAGE ON WALKABLE AREAS = 1.0 FC
MINIMUM ILLUMINATION OF OTHER AREAS (HORIZONTAL ILLUMINATION) = 0.2 FC	MINIMUM ILLUMINATION OF OTHER AREAS (HORIZONTAL ILLUMINATION) = 0.8 FC
AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO = 10 : 1	AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO (WALKABLE AREAS) = 7 : 1

SYMBOL	LABEL	DESCRIPTION	QUANTITY
◎	POLE LIGHT	LALUNA 2 INDIRECT - LLL-20001	6
-	AWNING LIGHT	BEVELED MINI - RSRD-LP	14

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PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY

LANDSCAPE ARCHITECT:
MPFP LLC

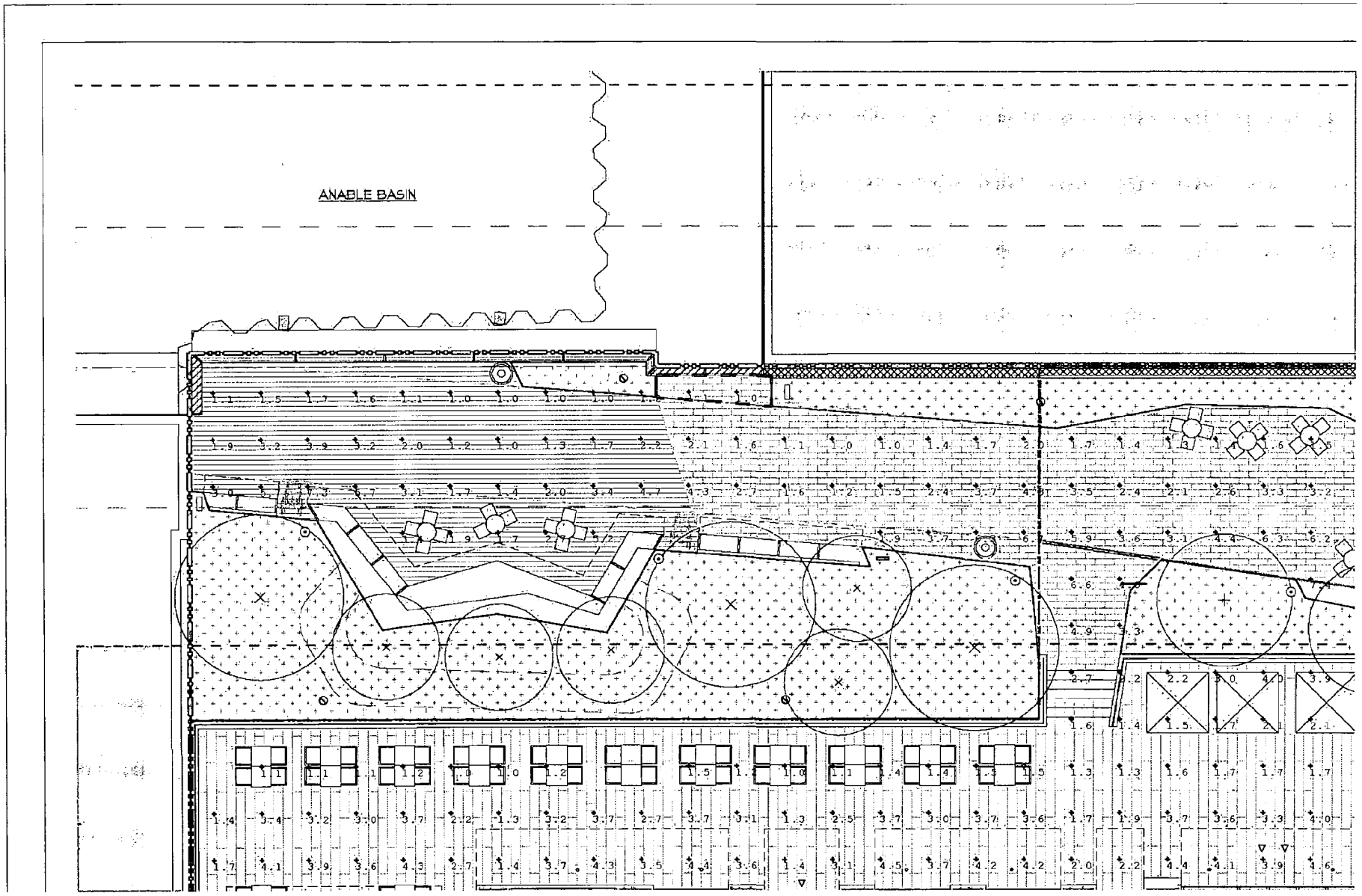
ARCHITECT:
ARCHIMAERA

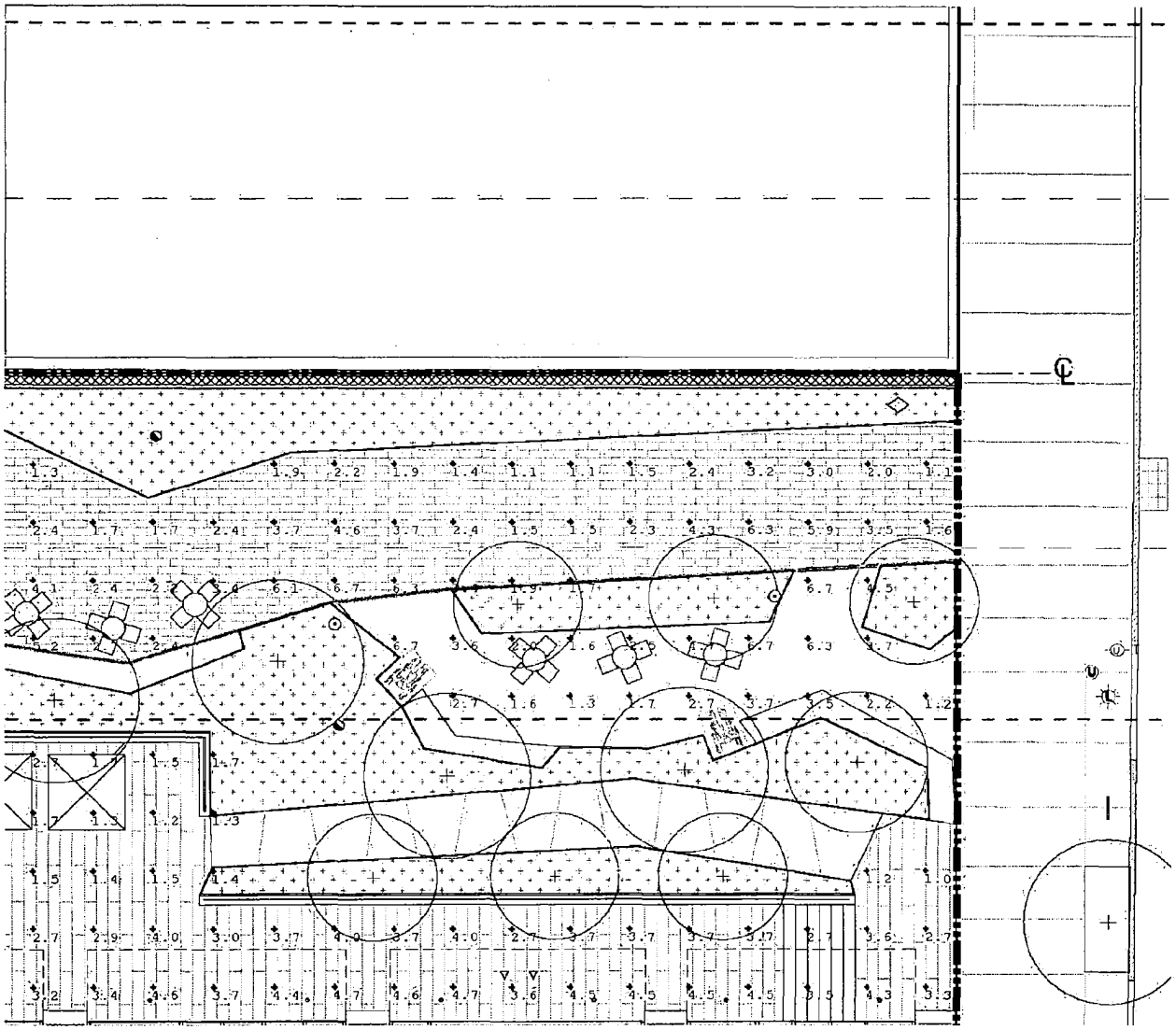
SITE ENGINEER:
MCLAREN ENGINEERING GROUP

KEY PLAN

LIGHTING AND PHOTOMETRIC PLAN

L-600.00


ANABLE BASIN



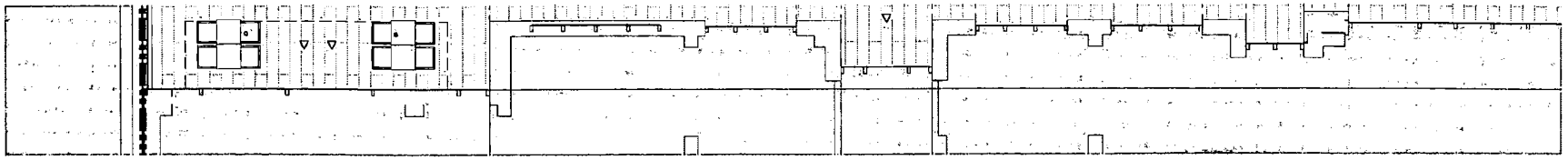
PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400,
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6388
FAX.: (212) 477-8548

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000



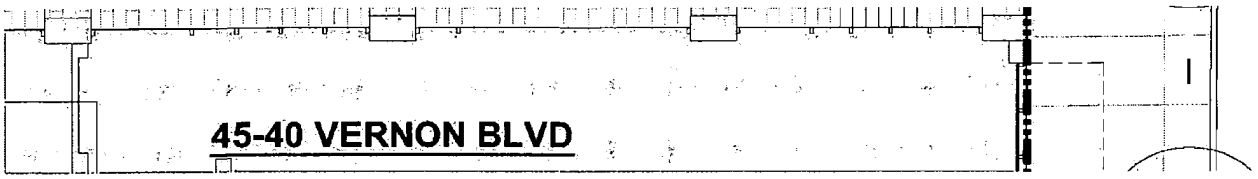
1 LIGHTING AND PHOTOMETRIC PLAN

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

LEGEND

- ZONING LOT LINE
- SHORE PUBLIC WALKWAY (TOTAL: 3,478 SF)
- VOLUNTARY INTERIM UPLAND CONNECTION
- VISUAL CORRIDOR
- 15 FOOT VISUAL CORRIDOR OFFSET
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- RETAIL TERRACE RAILING
- METAL SHORING BULKHEAD
- INTERIM GUARDRAIL (1/L805)
- INTERIM SCREENING WALL (2/L805)
- PROPOSED CANOPY TREE (1/L801)
- PROPOSED ORNAMENTAL TREE (1/L801)
- STREET TREE
- BIKE RACK (BY OTHERS)
- TRASH RECEPTACLE (3/L803)
- WPAA SIGNAGE (1/L802)
- ZONING LOT SIGNAGE (2/L802)
- SEATING SIGNAGE (4/L802)
- METAL PLANTER EDGE (4/L801)
- PLANTING AREA (1/L300)
- PRECAST PAVERS (4/L800)
- WOOD DECK (1/L800)
- FIXED SEATING WITH BACK (1/L803)
- FIXED SEATING (1/L804) — 4'-0"
- ADA SEATING SPACE — 5'-0" x 2'-0"
- MOVEABLE TABLES AND CHAIRS (4&5/L804)
- POLE LIGHT (3/L802)
- AWNING LIGHT
- AREA DRAIN

868



REQUIRED	PROVIDED
VERAGE ON WALKABLE REAS = 1 FC	AVERAGE ON WALKABLE AREAS = 1.0 FC
INIMUM ILLUMINATION OF OTHER REAS [HORIZONTAL ILLUMINATION] 0.2 FC	MINIMUM ILLUMINATION OF OTHER AREAS [HORIZONTAL ILLUMINATION] = 0.6 FC
AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO = 10 : 1	AVERAGE ILLUMINATION TO MINIMUM FOOT CANDLE UNIFORMITY RATIO [WALKABLE AREAS] = 7 : 1

OL	LABEL	DESCRIPTION	QUANTITY
	POLE LIGHT	LALUNA 2 INDIRECT - ULL-20011	6
	AANING LIGHT	BEVELED MINI - B3RD-L2	14

NOTES:
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Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

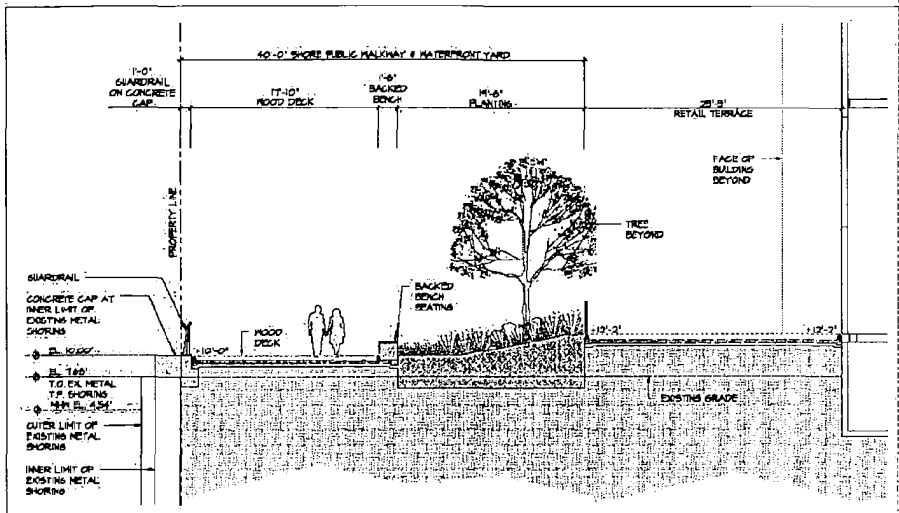
LIGHTING AND PHOTOMETRIC PLAN

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No
DRAWN BY: SZ
CHECKD BY: RP, AB
DWG. No.:

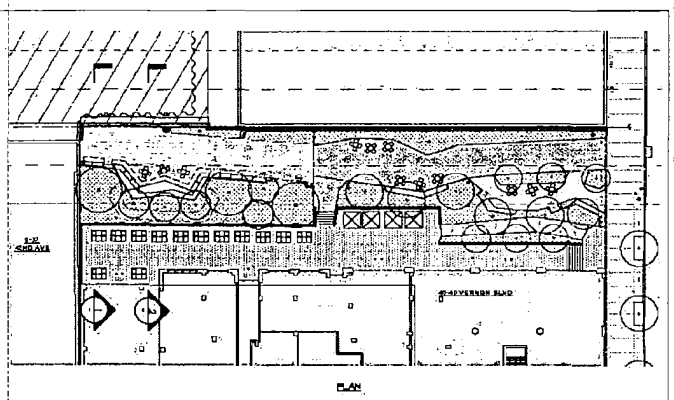
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668

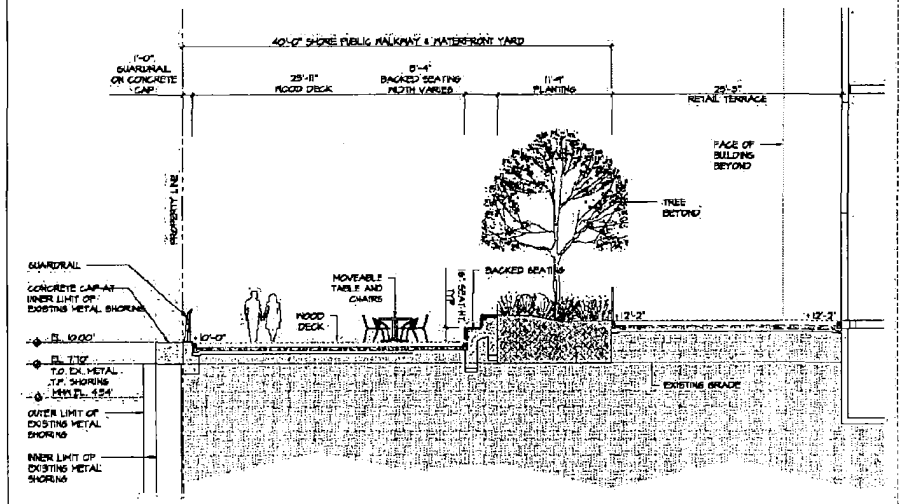


1 SECTION

SCALE: 3/16"=1'-0"



PLAN



2 SECTION

SCALE: 3/16"=1'-0"

NOTES:

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45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

ZD JASPER REALTY

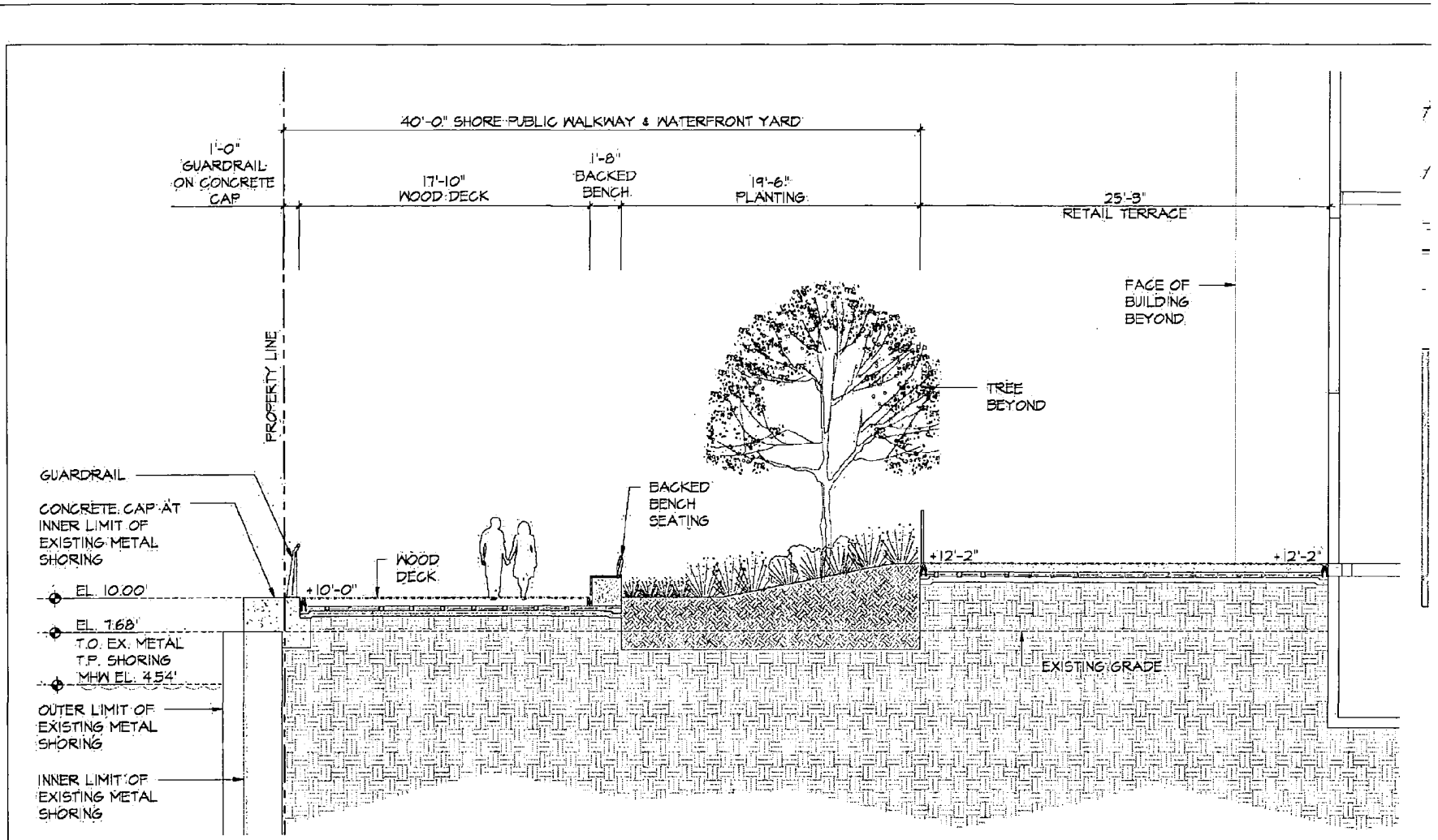
MPFP LLC

ARCHIMAERA

MCLAREN ENGINEERING GROUP

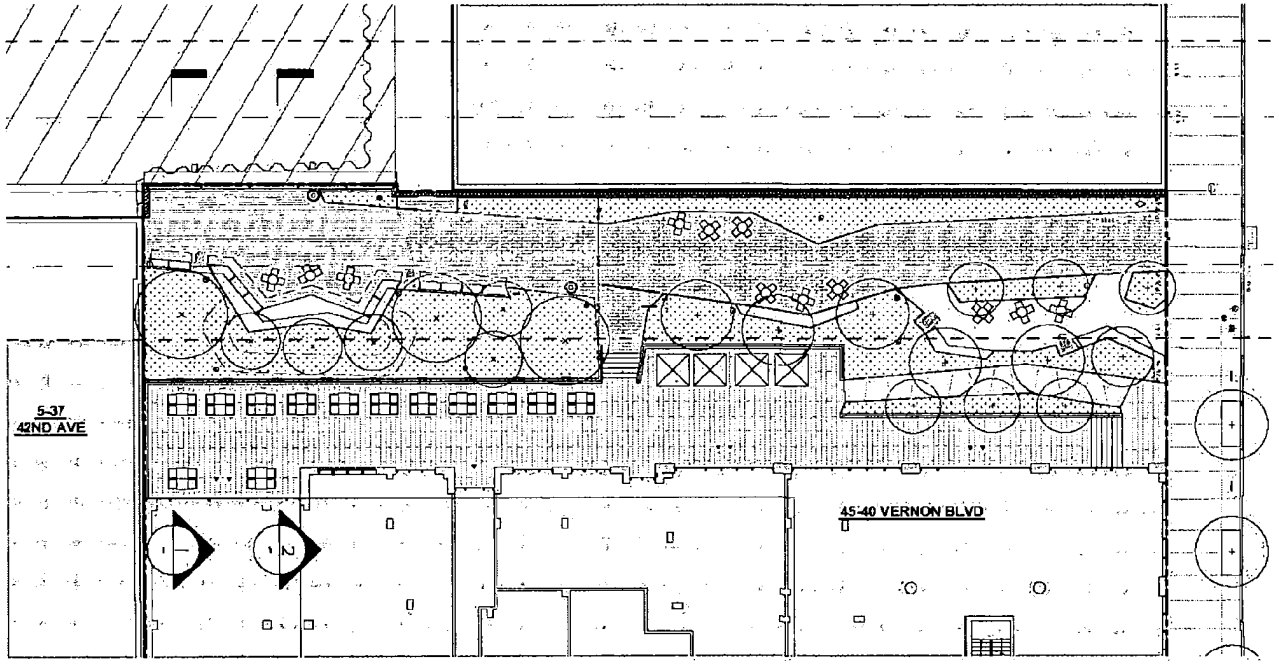
SECTIONS

L-700.00



1 SECTION

SCALE: 3/16"=1'-0"



PLAN

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

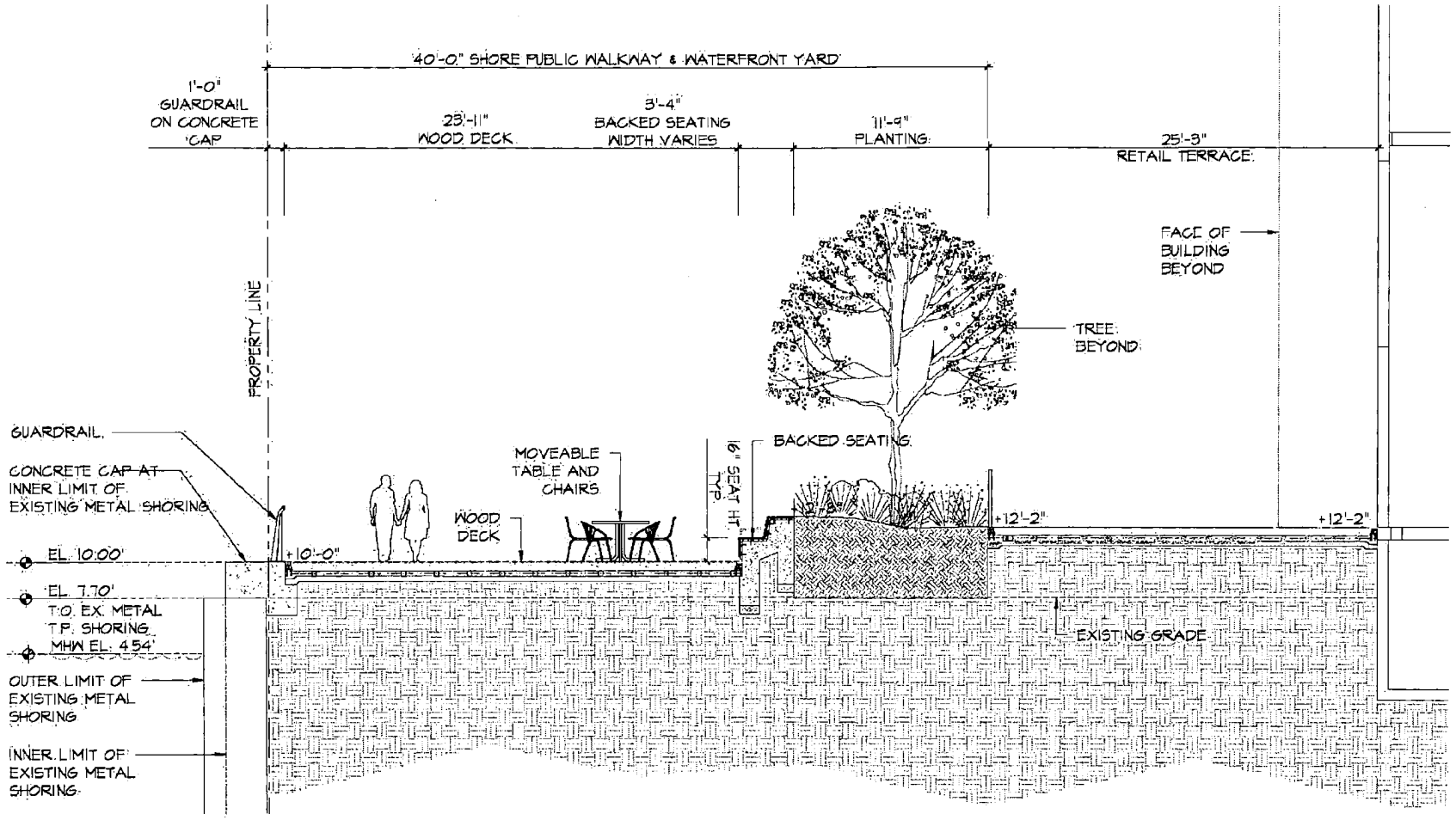
OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
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MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6366
FAX.: (212) 477-6546

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 108
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000

902



2 SECTION

SCALE: 3/16"=1'-0"

903

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

NOTES:

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DRAWING TITLE:

SECTIONS

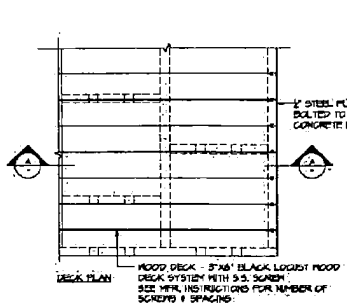
SEAL & SIGNATURE:

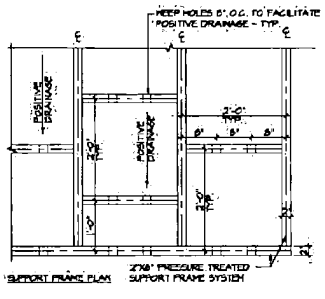


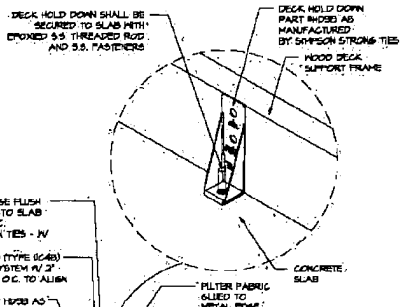
DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG No:

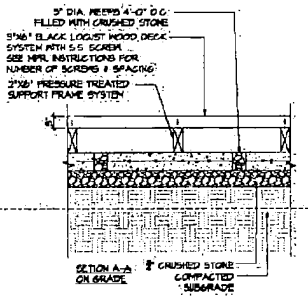
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904

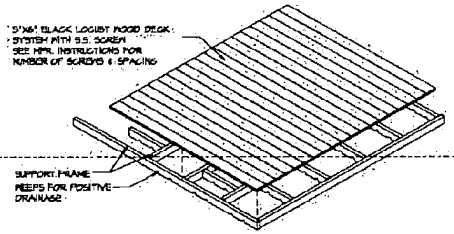




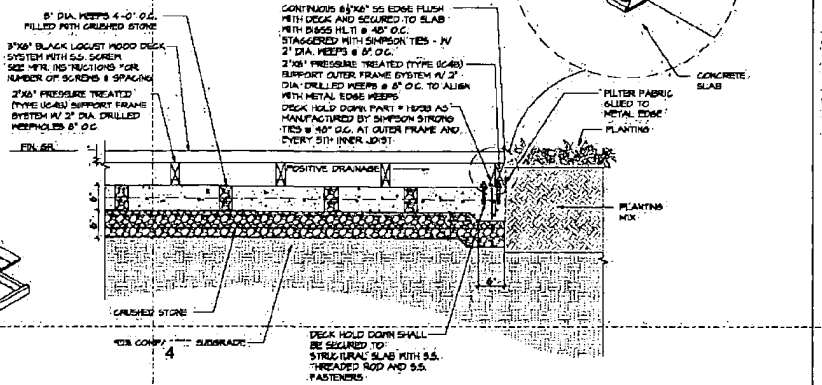




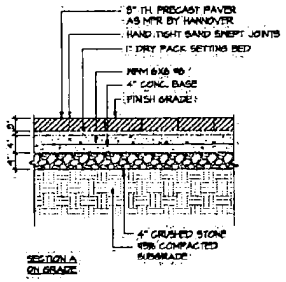
1 WOOD DECK DETAIL



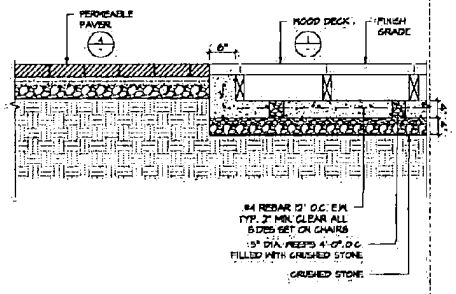
2 WOOD DECK ISOMETRIC



3 WOOD DECK @ PLANTING DETAIL



4 PRECAST PAVER ON GRADE



5 WOOD DECK @ PAVING

905

1 2 3

45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

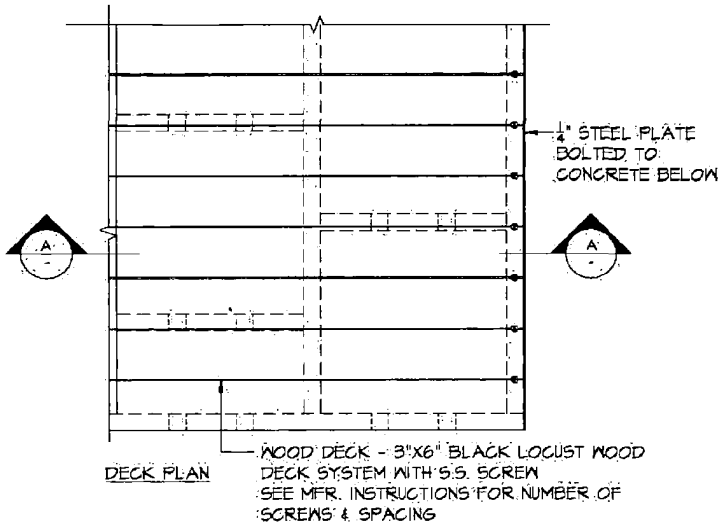
LANDSCAPE ARCHITECT
MPFP LLC

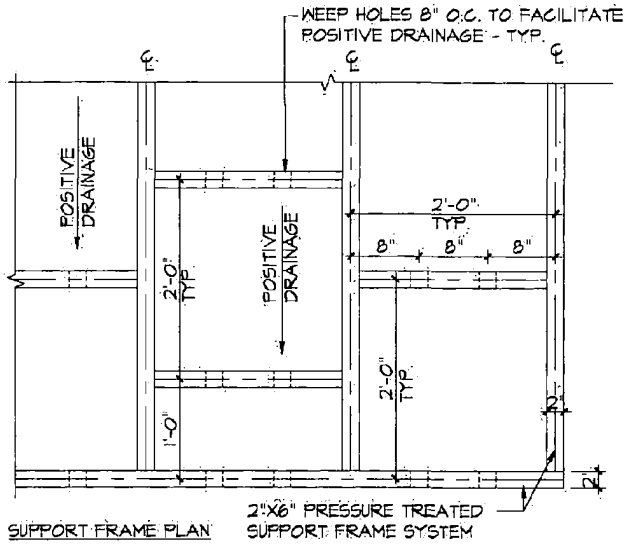
ARCHITECT
ARCHIMAERA

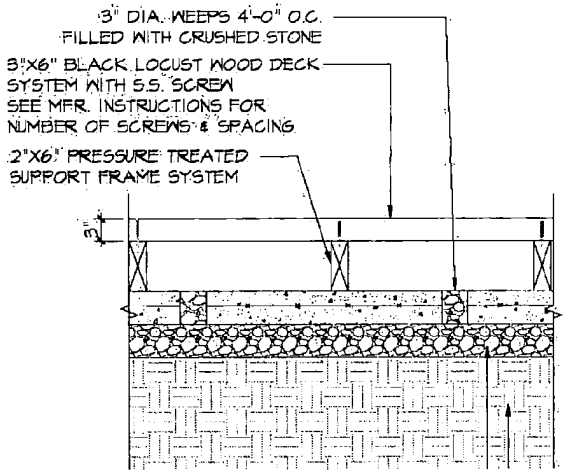
SEE CIVIL ENGINEER
MCLAREN ENGINEERING GROUP

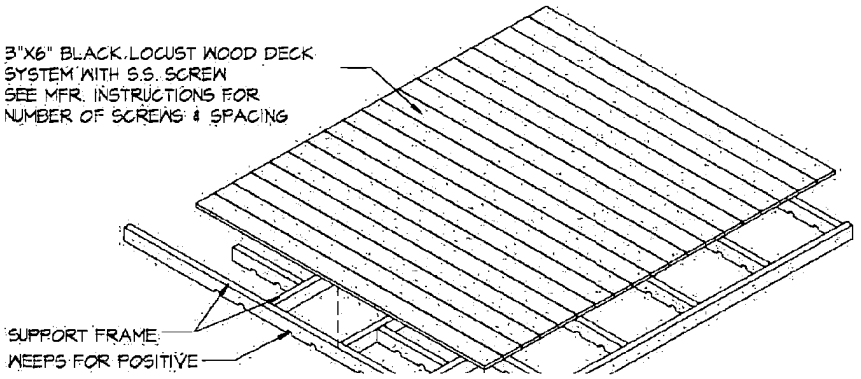
SITE DETAILS

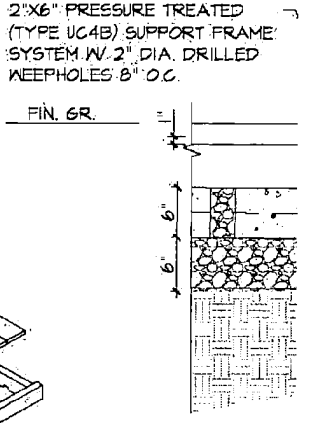
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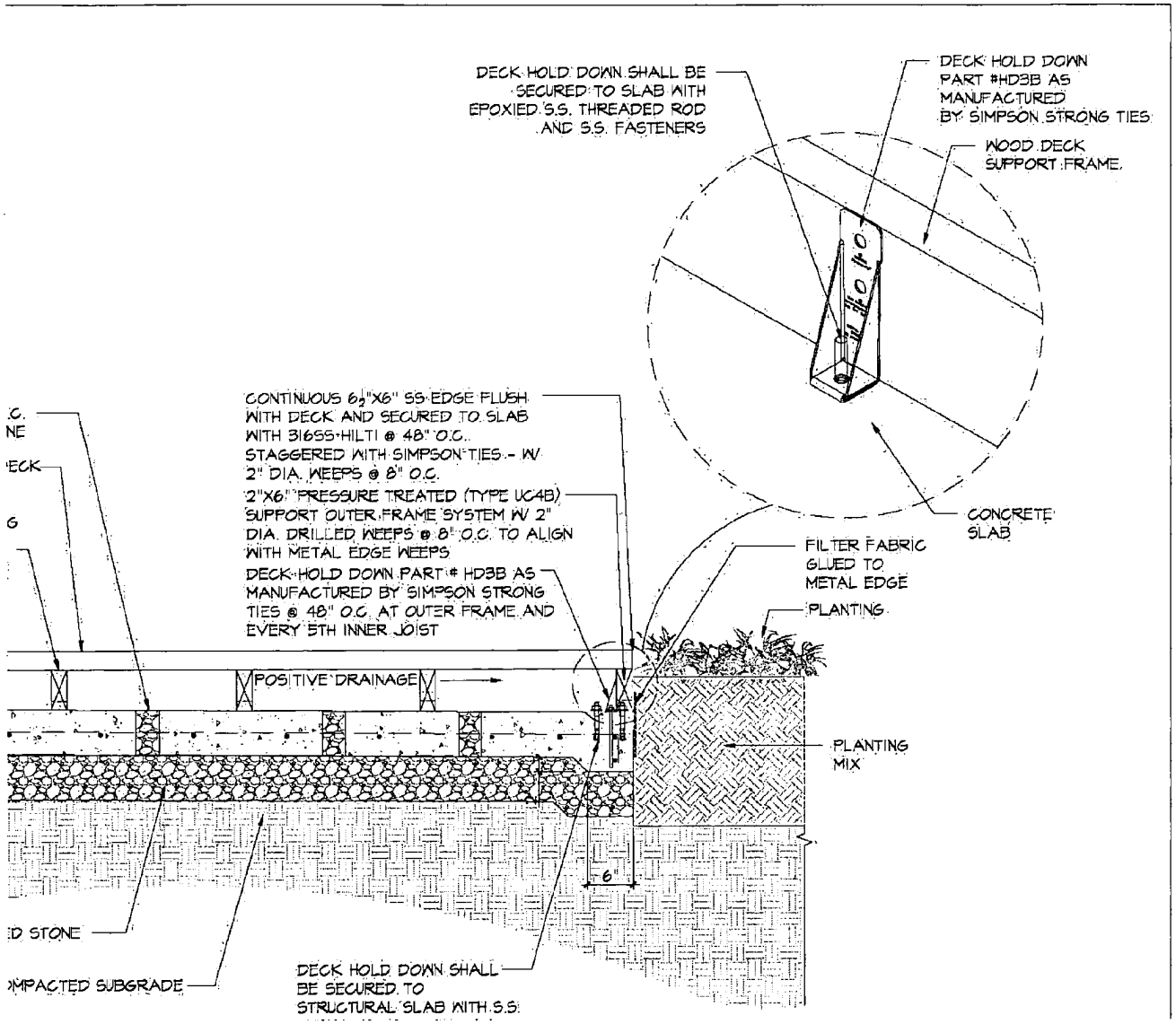

¼" STEEL PLATE BOLTED TO CONCRETE BELOW
A
A
DECK PLAN
WOOD DECK - 3"X6" BLACK LOCUST WOOD DECK SYSTEM WITH S.S. SCREW SEE MFR. INSTRUCTIONS FOR NUMBER OF SCREWS & SPACING


WEEP HOLES 8" O.C. TO FACILITATE POSITIVE DRAINAGE - TYP.
POSITIVE DRAINAGE
2'-0" TYP.
8"
8"
8"
2'-0" TYP.
POSITIVE DRAINAGE
2'-0" TYP.
1'-0"
2"
2"
SUPPORT FRAME PLAN
2"X6" PRESSURE TREATED SUPPORT FRAME SYSTEM


3" DIA. WEEPS 4'-0" O.C. FILLED WITH CRUSHED STONE
3"X6" BLACK LOCUST WOOD DECK SYSTEM WITH S.S. SCREW SEE MFR. INSTRUCTIONS FOR NUMBER OF SCREWS & SPACING
2"X6" PRESSURE TREATED SUPPORT FRAME SYSTEM
3"


3"X6" BLACK LOCUST WOOD DECK SYSTEM WITH S.S. SCREW SEE MFR. INSTRUCTIONS FOR NUMBER OF SCREWS & SPACING
SUPPORT FRAME
WEEPS FOR POSITIVE


3" DIA. WEEPS 4'-0" O.C. FILLED WITH CRUSHED STONE
3"X6" BLACK LOCUST WOOD DEC SYSTEM WITH S.S. SCREW SEE MFR. INSTRUCTIONS FOR NUMBER OF SCREWS & SPACING
2"X6" PRESSURE TREATED (TYPE UC4B) SUPPORT FRAME SYSTEM W/ 2" DIA. DRILLED WEEPHOLES 8" O.C.
FIN. GR.
6"
6"
CRUSHED
95% COMP



907

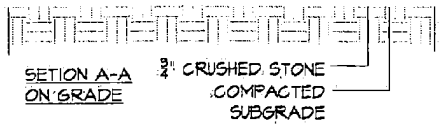
PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6388
FAX.: (212) 477-6548

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000

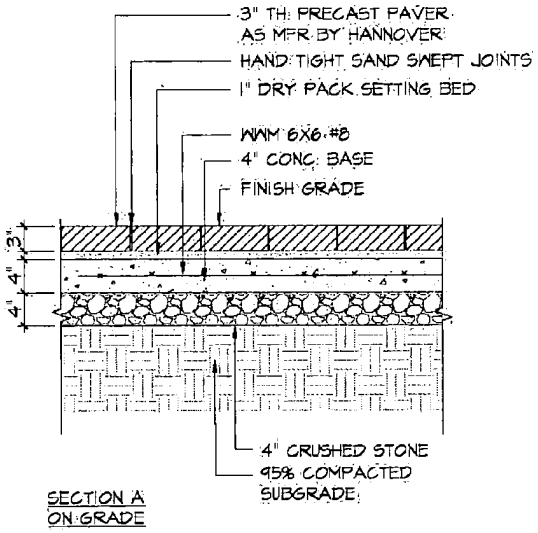


1 WOOD DECK DETAIL
SCALE: 1" = 1'-0"

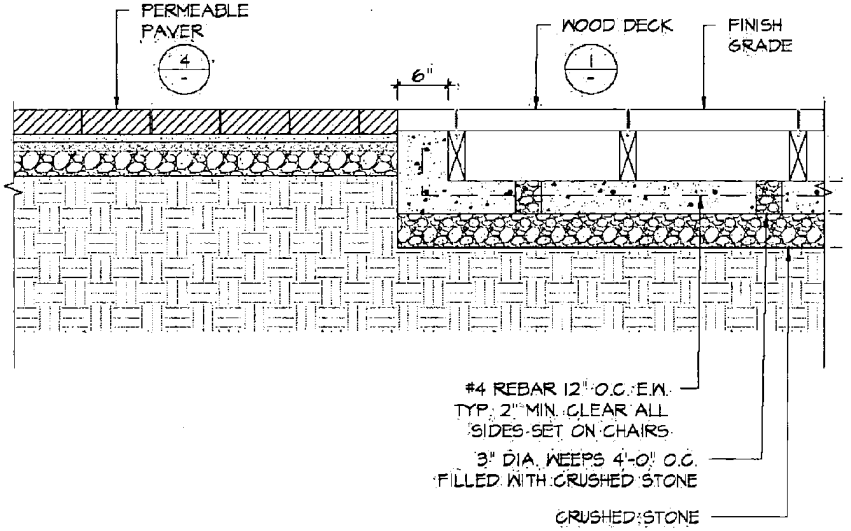


2 WOOD DECK ISOMETRIC
SCALE: NTS

3 WOOD
SCALE: 1"



4 PRECAST PAVER ON GRADE
SCALE: 1" = 1'-0"



5 WOOD DECK @ PAVING
SCALE: 1" = 1'-0"

806

STRUCTURAL SLAB WITH S.S. THREADED ROD AND S.S. FASTENERS

D DECK @ PLANTING DETAIL

1" = 1'-0"



606

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

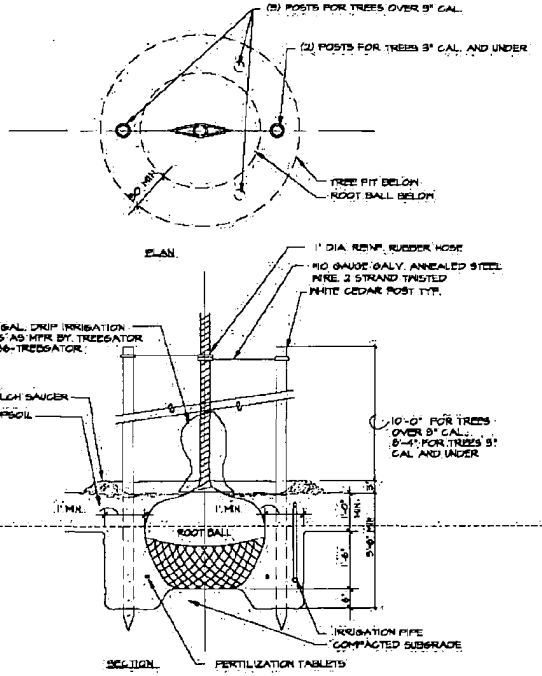
SITE DETAILS

SEAL & SIGNATURE

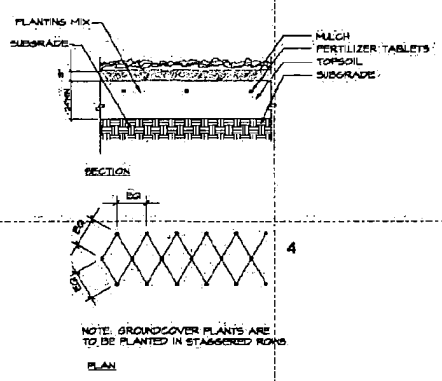


DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SI
CHECKED BY: RP, AB
DWG. No.:

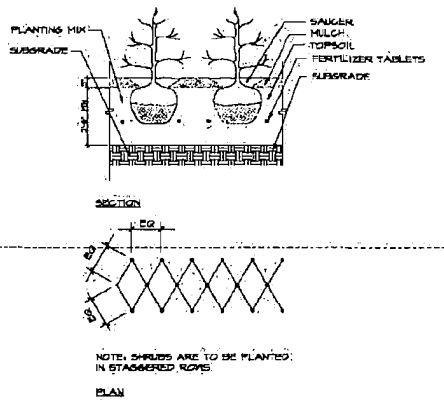
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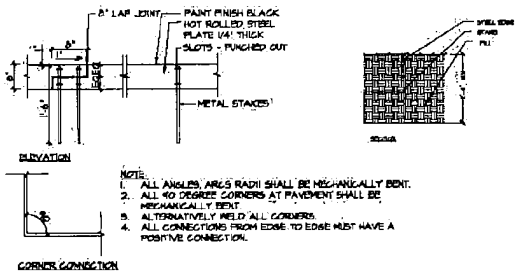
1 TREE PLANTING DETAIL ON GRADE
SCALE: 3/4"=1'-0"



2 GROUNDCOVER PLANTING DETAIL
SCALE: 3/4"=1'-0"



3 SHRUB PLANTING DETAIL
SCALE: 3/4"=1'-0"



4 STEEL EDGE DETAIL
SCALE: 1"=1'-0"

45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

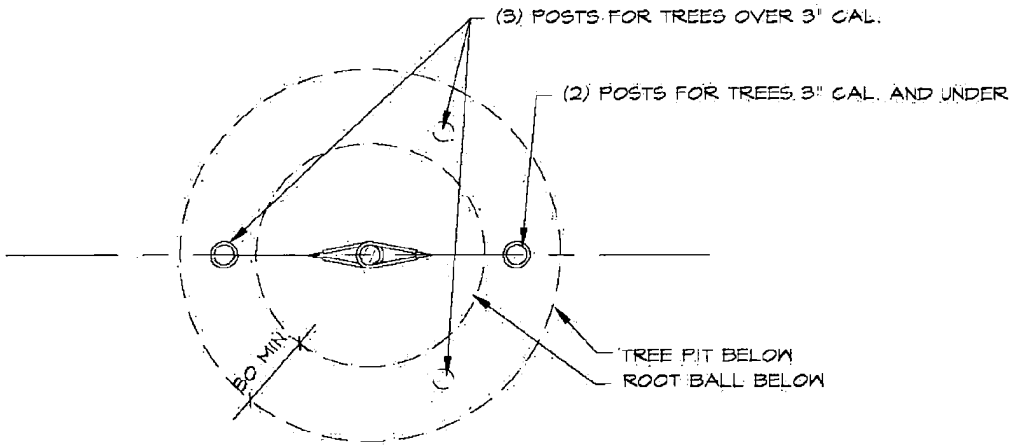
LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

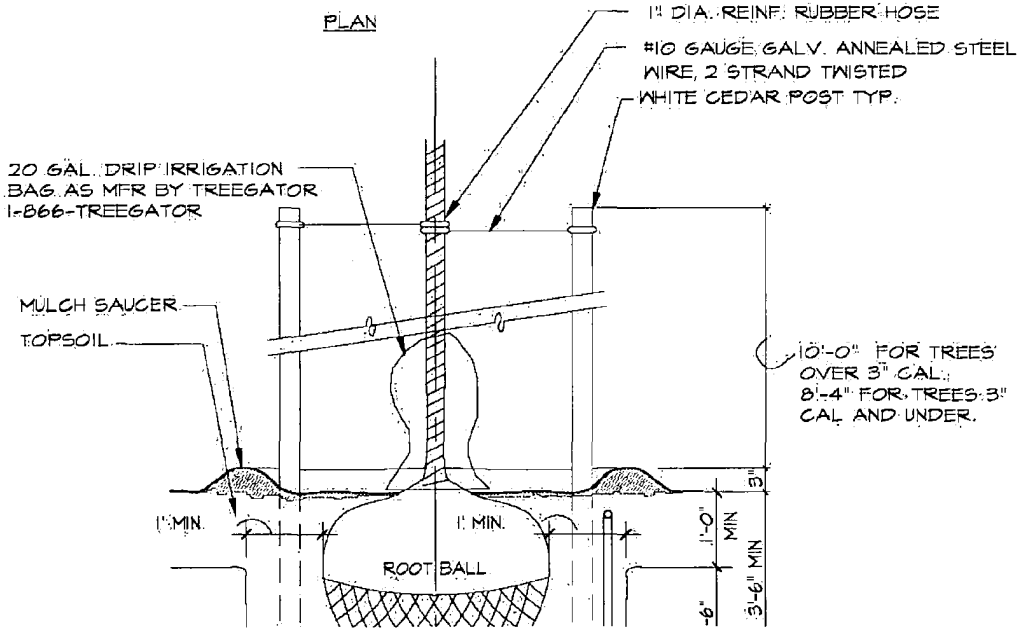
MECHANICAL ENGINEER
MCLAREN ENGINEERING GROUP

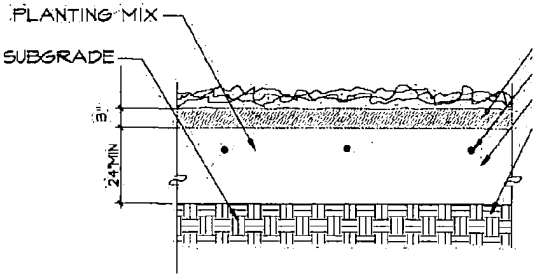
SITE DETAILS

L-801.00

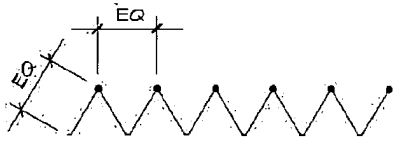


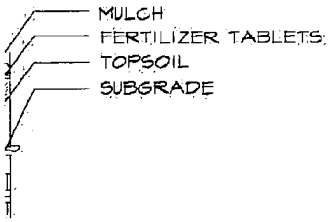
PLAN

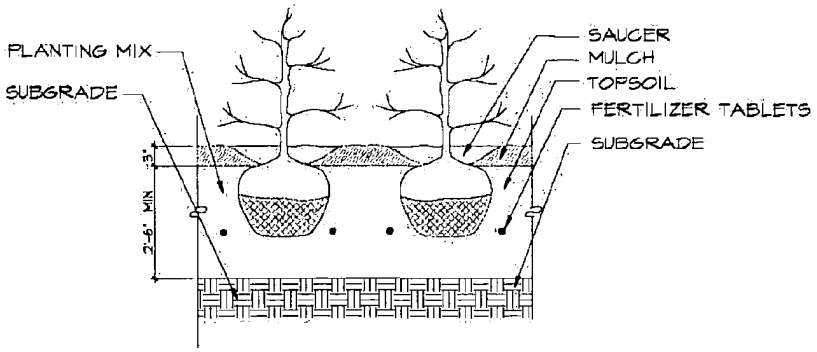




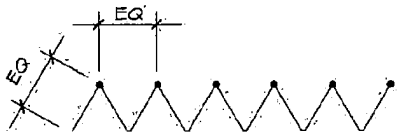
SECTION







SECTION



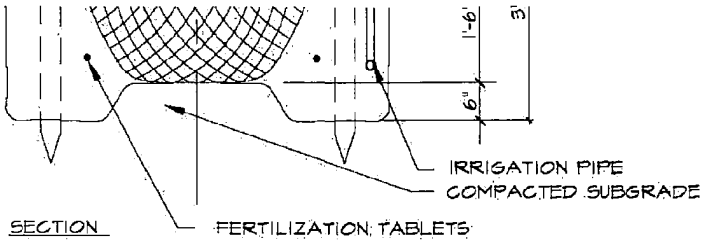
PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD. #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

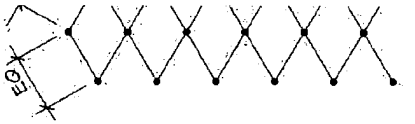
LANDSCAPE ARCHITECTS
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6366
FAX.: (212) 477-6548

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 108
BROOKLYN, NY 11222
PHONE: 347.352.3839

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.6000



SECTION



NOTE: GROUNDCOVER PLANTS ARE TO BE PLANTED IN STAGGERED ROWS

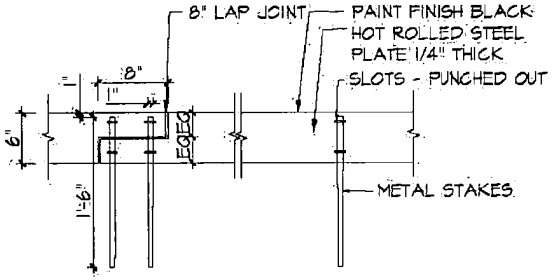
PLAN

1 TREE PLANTING DETAIL ON GRADE

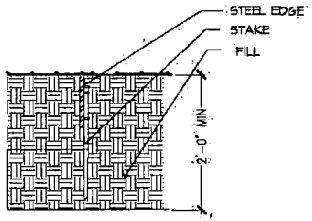
SCALE: 3/4"=1'-0"

2 GROUNDCOVER PLANTING DET

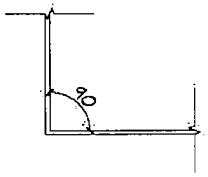
SCALE: 3/4"=1'-0"



ELEVATION



SECTION

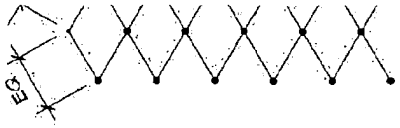


CORNER CONNECTION

NOTE:
1. ALL ANGLES, ARCS RADII SHALL BE MECHANICALLY BENT.
2. ALL 90 DEGREE CORNERS AT PAVEMENT SHALL BE MECHANICALLY BENT.
3. ALTERNATIVELY WELD ALL CORNERS.
4. ALL CONNECTIONS FROM EDGE TO EDGE MUST HAVE A POSITIVE CONNECTION.

4 STEEL EDGE DETAIL

SCALE: 1"=1'-0"



NOTE: SHRUBS ARE TO BE PLANTED IN STAGGERED ROWS.

PLAN

ROWS.

ETAIL

3 SHRUB PLANTING DETAIL

SCALE: 3/4"=1'-0"

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH APPROX. SCALE

KEY PLAN:

DRAWING TITLE:

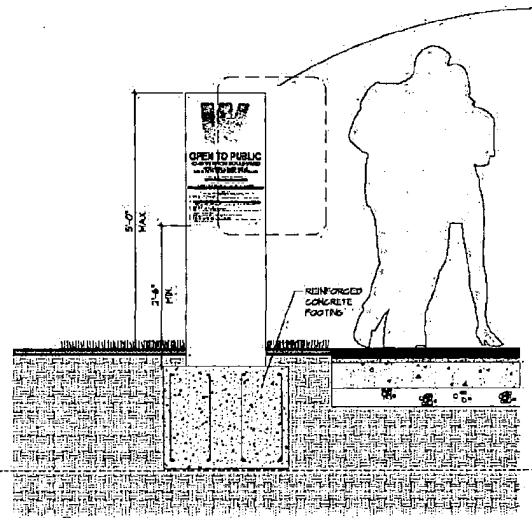
SITE DETAILS

SEAL & SIGNATURE:

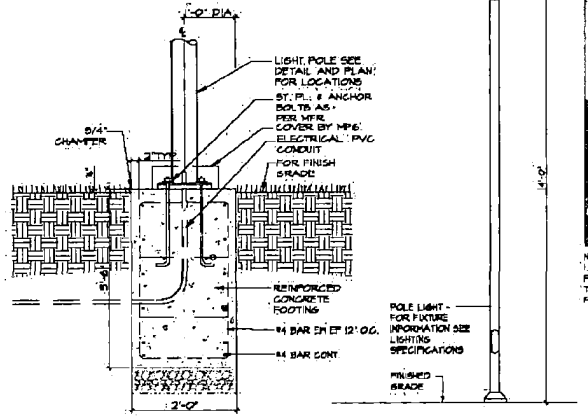
DATE: OCTOBER 27, 2020
PROJECT No:
DRAWN BY: SZ
CHECK'D BY: RP / AB
DWG. No:

L-801.00

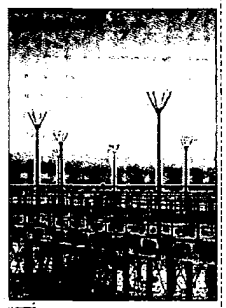
914



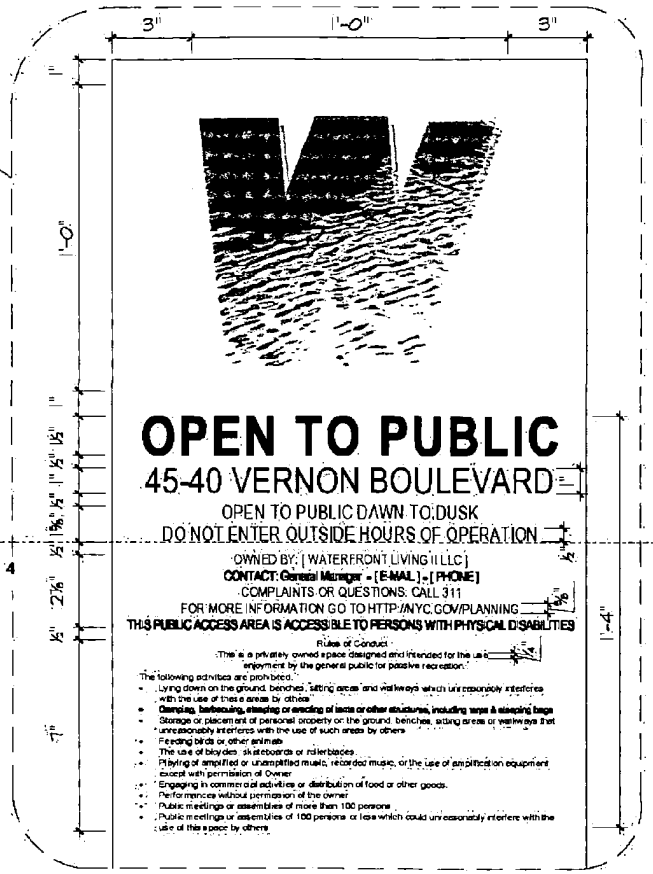
1 OPEN SPACE SIGN DETAIL
SCALE: 1"=1'-0"



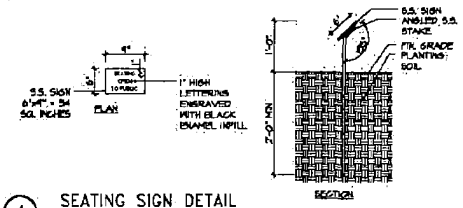
3 LIGHTPOLE MOUNTING DETAIL
SCALE: 1"=1'-0"



NOTES:
1. ALL LIGHT POLES SHALL BE LOCATED 2 FEET, FROM THE EDGE OF PAVT OR CURB TO THE CENTER LINE OF LIGHT POLE. ALL POLES SHALL BE PERPENDICULAR



2 SIGN TEXT ENLARGEMENT
SCALE: 3"=1'-0"



4 SEATING SIGN DETAIL
SCALE: 1"=1'-0"

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

MEP CIVIL ENGINEER
MCLAREN ENGINEERING GROUP

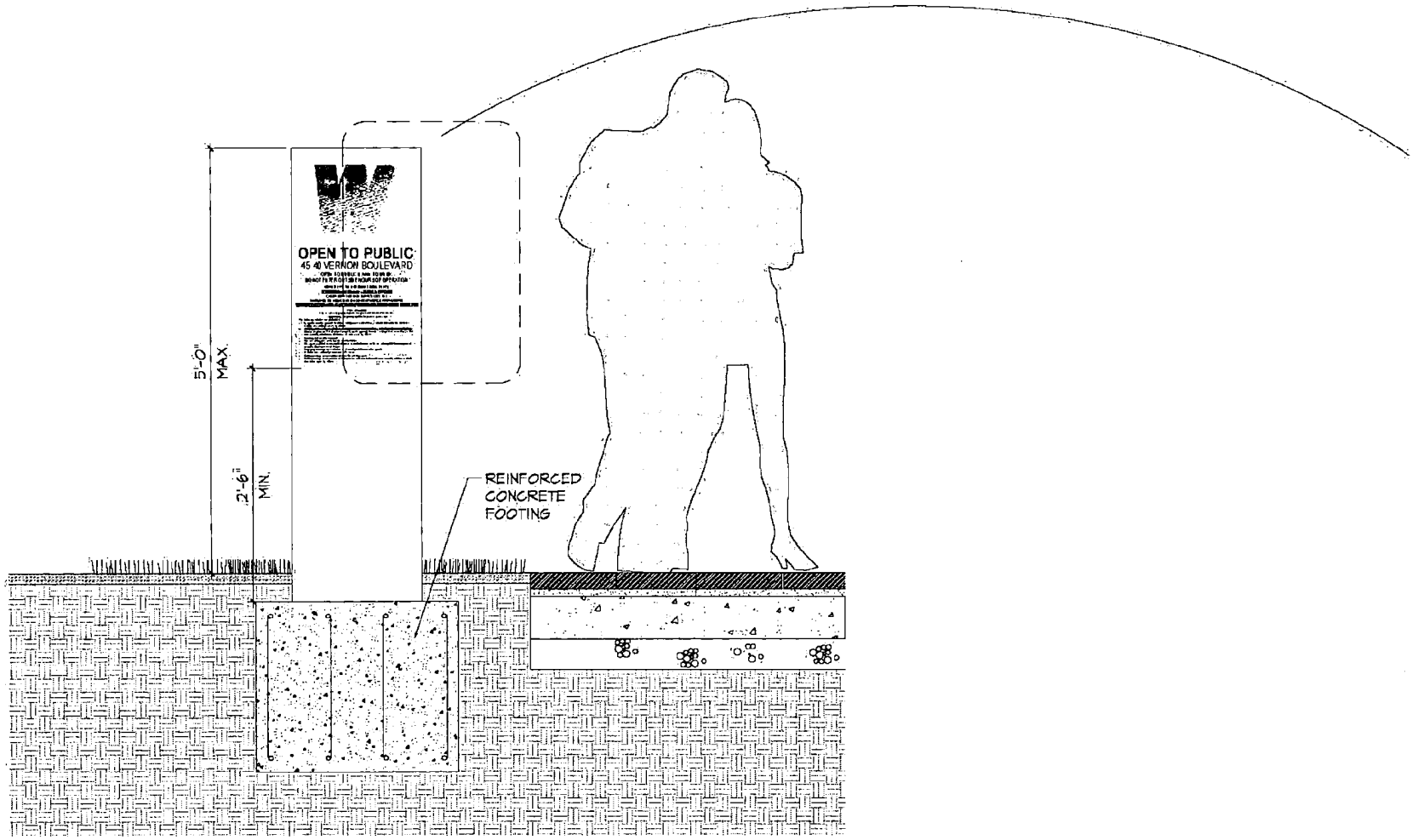
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7.19.21	DOT Waterfront
9.10.21	DOT Waterfront
11.15.21	DOT Waterfront
Date	Revision

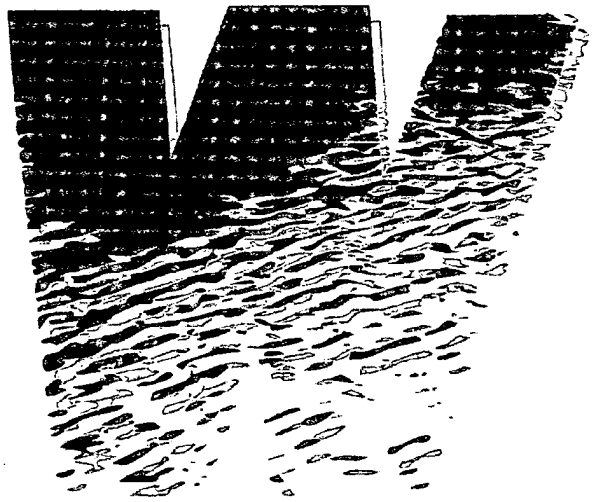
SEE PLAN

DRAWING

SITE DETAILS

DATE	OCTOBER 29, 2021
SCALE	AS NOTED
DRAWN BY	LL
CHECKED BY	EP
DWG No	L802.00


OPEN TO PUBLIC
45 40 VERNON BOULEVARD
5'-0" MAX.
2'-6" MIN.
REINFORCED CONCRETE FOOTING



OPEN TO PUBLIC

45-40 VERNON BOULEVARD

OPEN TO PUBLIC DAWN TO DUSK

DO NOT ENTER OUTSIDE HOURS OF OPERATION

OWNED BY: [WATERFRONT LIVING II LLC]

CONTACT: General Manager - [E-MAIL] - [PHONE]

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

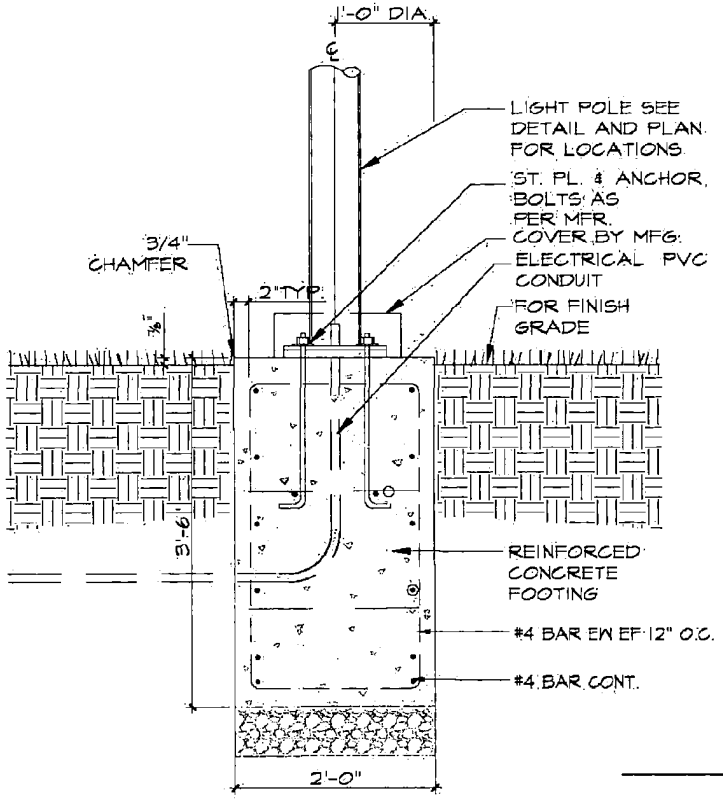
LANDSCAPE ARCHITECTS:
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6366
FAX.: (212) 477-6548

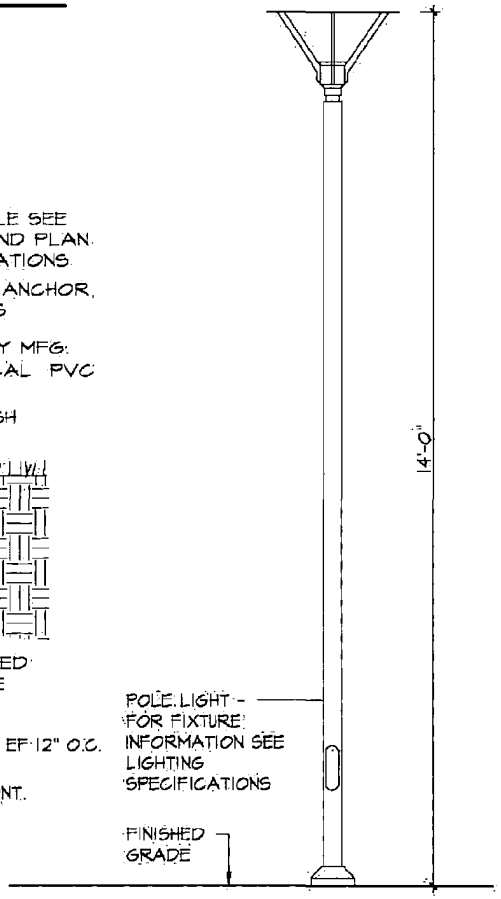
ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

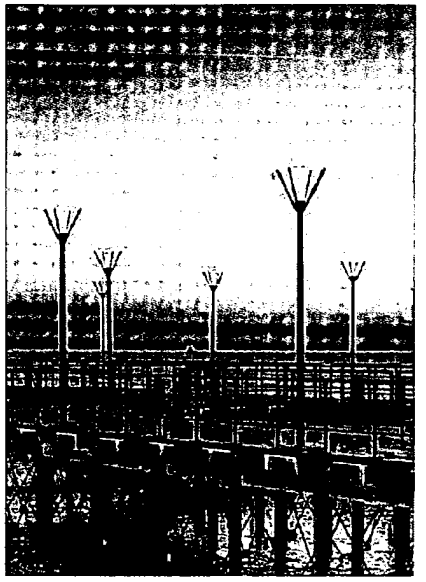
SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000

1 OPEN SPACE SIGN DETAIL

SCALE: 1"=1'-0"







NOTES:
1. ALL LIGHT POLES SHALL BE LOCATED FEET FROM THE EDGE OF PAV'T OR CURI TO THE CENTER LINE OF LIGHT POLE ALL POLES SHALL BE PERPENDICULAR

3 LIGHTPOLE MOUNTING DETAIL

SCALE: 1"=1'-0"

CONTACT: General Manager • [E-MAIL] • [PHONE]
COMPLAINTS OR QUESTIONS: CALL 311
FOR MORE INFORMATION GO TO HTTP://NYC.GOV/PLANNING
THIS PUBLIC ACCESS AREA IS ACCESSIBLE TO PERSONS WITH PHYSICAL DISABILITIES

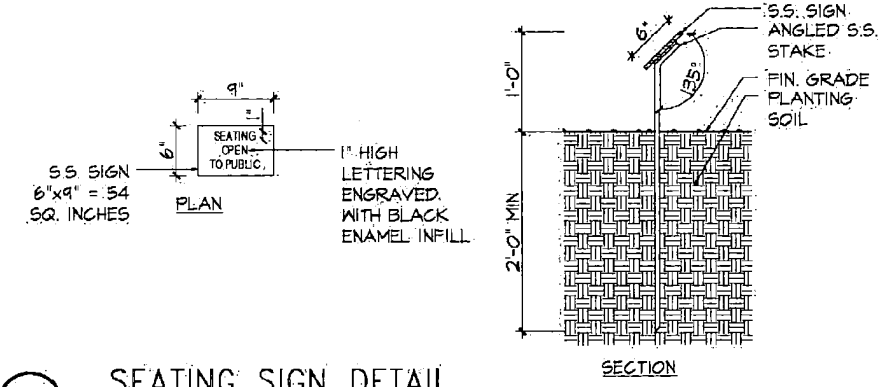
Rules of Conduct
This is a privately owned space designed and intended for the use enjoyment by the general public for passive recreation.

The following activities are prohibited:

- Lying down on the ground, benches, sitting areas and walkways which unreasonably interferes with the use of these areas by others
- **Camping, barbecuing, sleeping or erecting of tents or other structures, including tarps & sleeping bags**
- Storage or placement of personal property on the ground, benches, sitting areas or walkways that unreasonably interferes with the use of such areas by others
- Feeding birds or other animals
- The use of bicycles, skateboards or rollerblades
- Playing of amplified or unamplified music, recorded music, or the use of amplification equipment except with permission of Owner
- Engaging in commercial activities or distribution of food or other goods.
- Performances without permission of the owner
- Public meetings or assemblies of more than 100 persons
- Public meetings or assemblies of 100 persons or less which could unreasonably interfere with the use of this space by others

2 SIGN TEXT ENLARGEMENT

SCALE: 6"=1'-0"



4 SEATING SIGN DETAIL

SCALE: 1"=1'-0"

Date	Revision
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

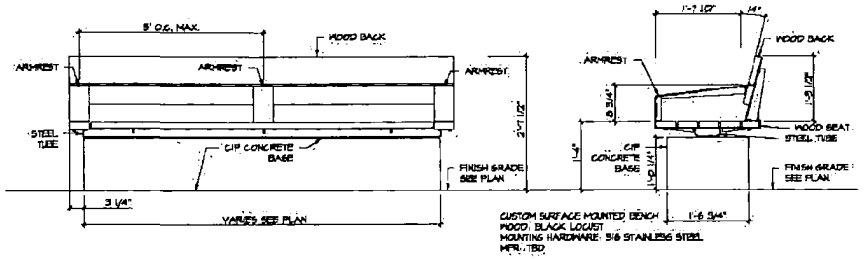
DRAWING TITLE:

SITE DETAILS

SEAL & SIGNATURE:

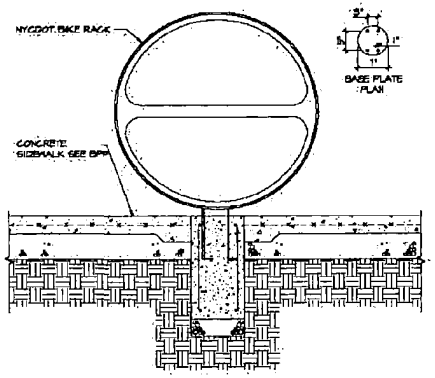
DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

L802.00



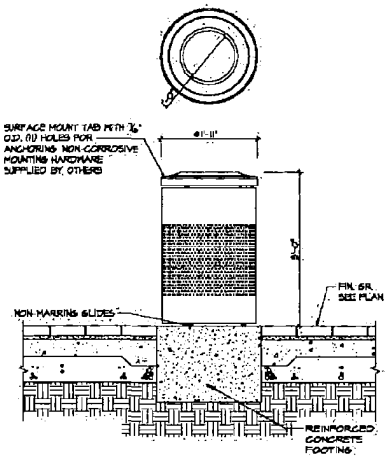
1 BENCH WITH BACK DETAIL

SCALE: 1"=1'-0"



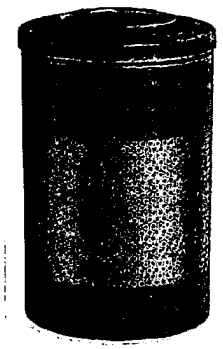
2 NYC DOT STANDARD BIKE RACK

SCALE: 1"=1'-0"



3 DPR PREFERRED TRASH RECEPTACLE ON GRADE

SCALE: 1"=1'-0"



SURFACE MOUNTED LITTER RECEPTACLE:
MFR: MADLIN
MODEL: 800
GALLONS: 32
COLOR: SILVER (4 GLOSS)

45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT:
MPFP LLC

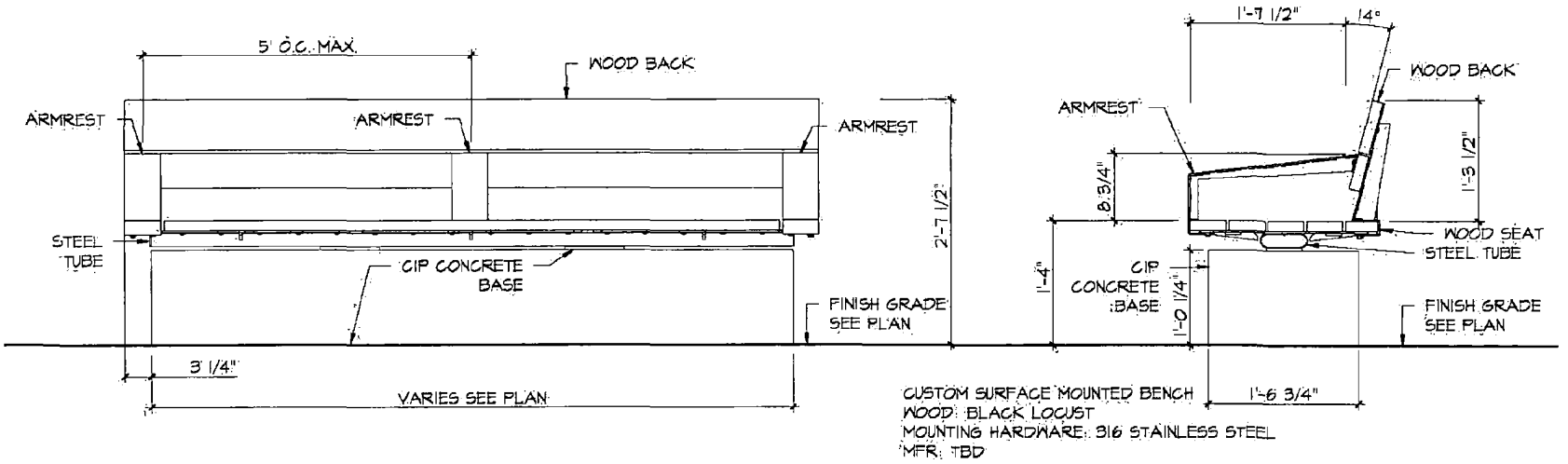
ARCHITECT:
ARCHIMAERA

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP

SITE DETAILS

L-803.00

920



1 BENCH WITH BACK DETAIL

SCALE: 1"=1'-0"

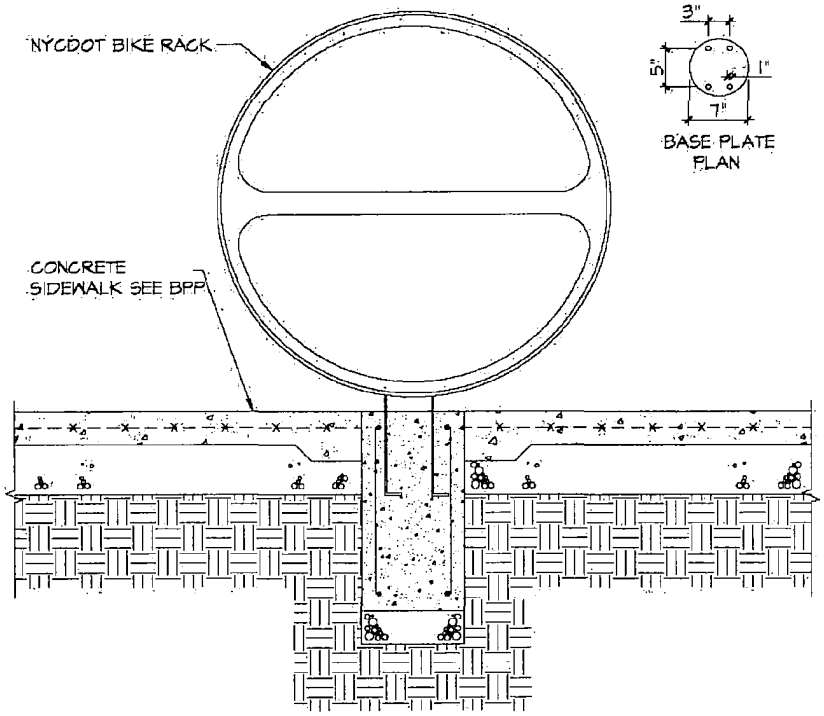
PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
80 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6388
FAX.: (212) 477-6548

ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

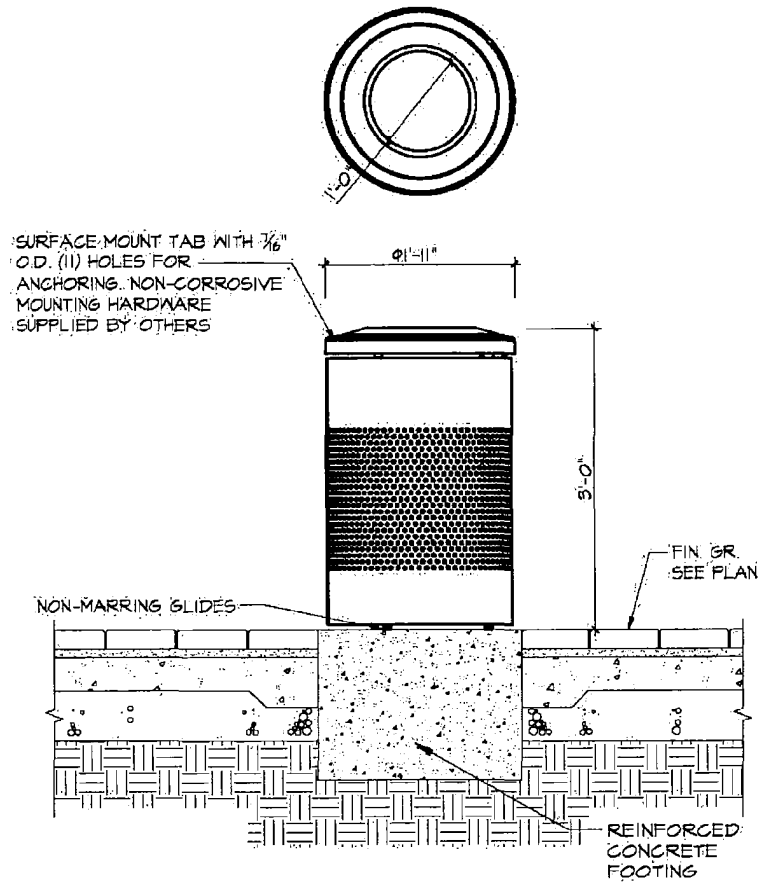
SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000



2 NYC DOT STANDARD BIKE RACK

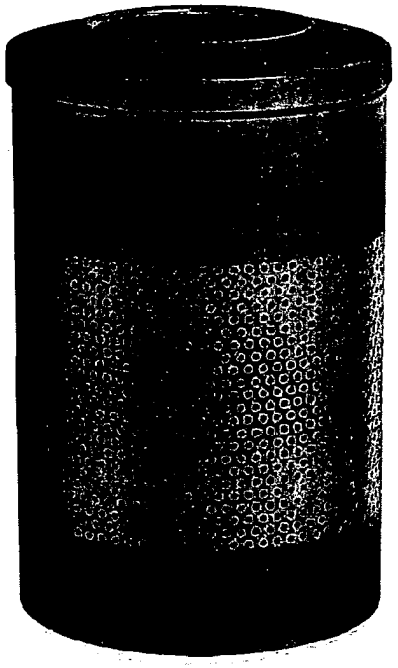
SCALE: 1"=1'-0"

923



3 DPR PREFERRED TRASH RECEPTACLE ON GRADE

SCALE: 1"=1'-0"



SURFACE MOUNTED LITTER RECEPTACLE
MFR: MAGLIN
MODEL: 600
GALLONS: 32
COLOR: SILVER 14 GLOSS

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

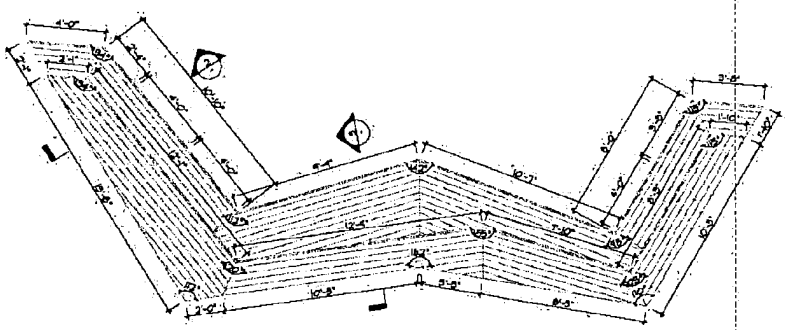
SITE DETAILS

SEAL & SIGNATURE

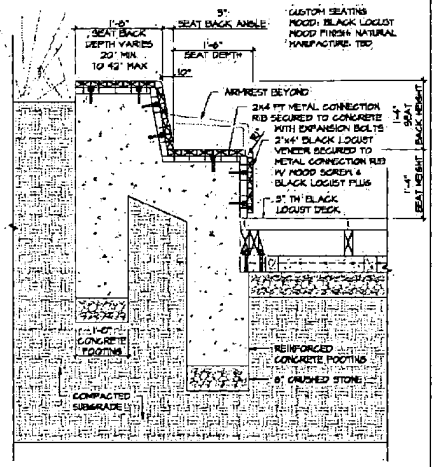
DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No.:

L-803.00

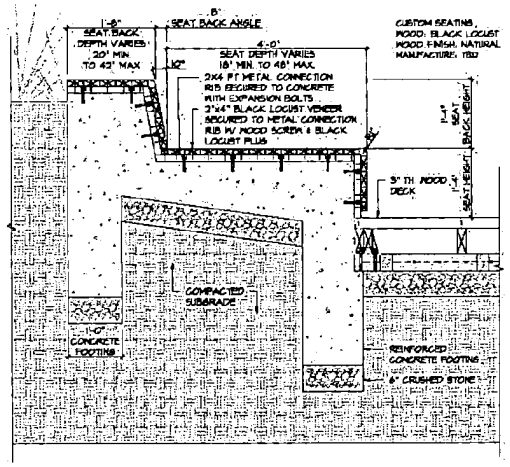
924



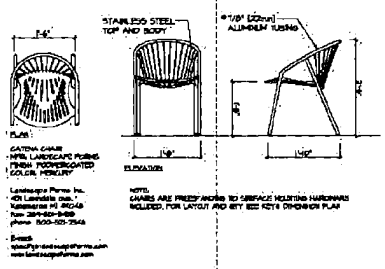
1 FIXED SEATING ENLARGEMENT PLAN
SCALE: 3/8"=1'-0"



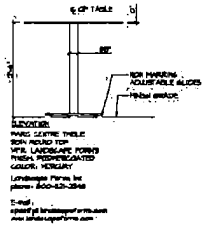
2 TYPICAL BENCH SEATING DETAIL
SCALE: 1"=1'-0"



3 TYPICAL SOCIAL SEATING DETAIL
SCALE: 1"=1'-0"



4 TYPICAL MOVABLE SEATING DETAIL
SCALE: 3/4"=1'-0"



5 TYPICAL MOVABLE TABLE DETAIL
SCALE: 3/4"=1'-0"

PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY

LANDSCAPE ARCHITECT:
MPFP L.C

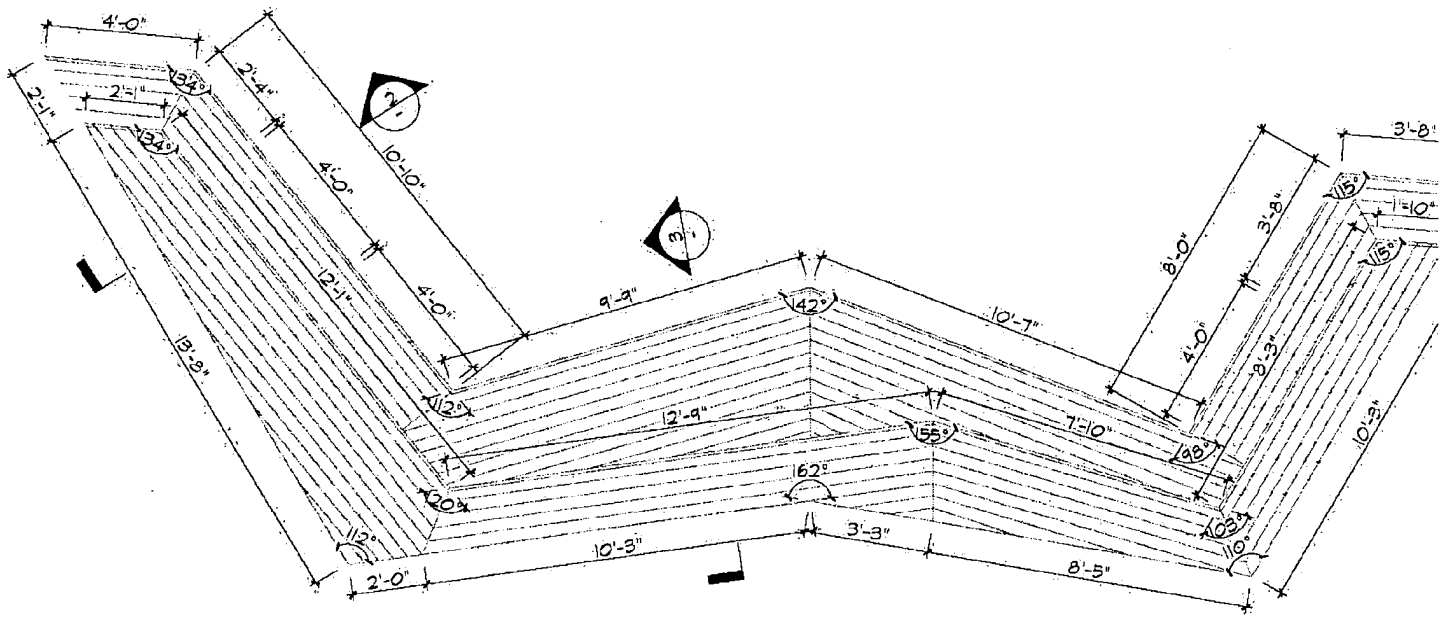
ARCHITECT:
ARCHIMAERA

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP

SITE PLAN

SITE DETAILS

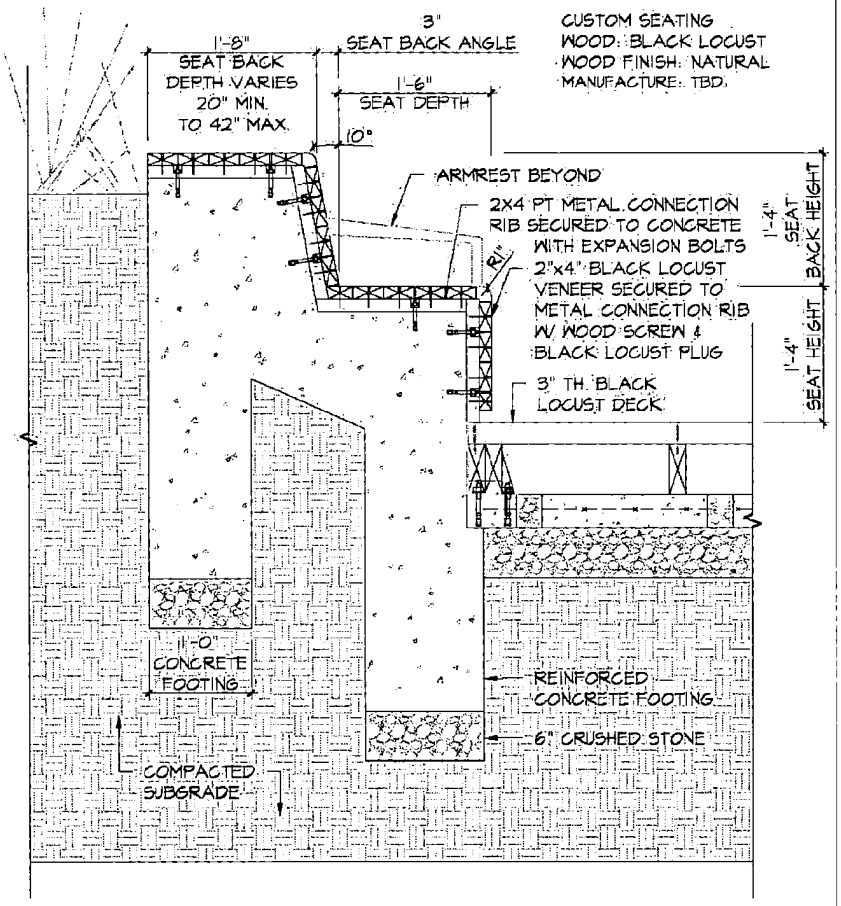
L-804.00



1 FIXED SEATING ENLARGEMENT PLAN

SCALE: 3/8"=1'-0"





2 TYPICAL BENCH SEATING DETAIL

SCALE: 1"=1'-0"

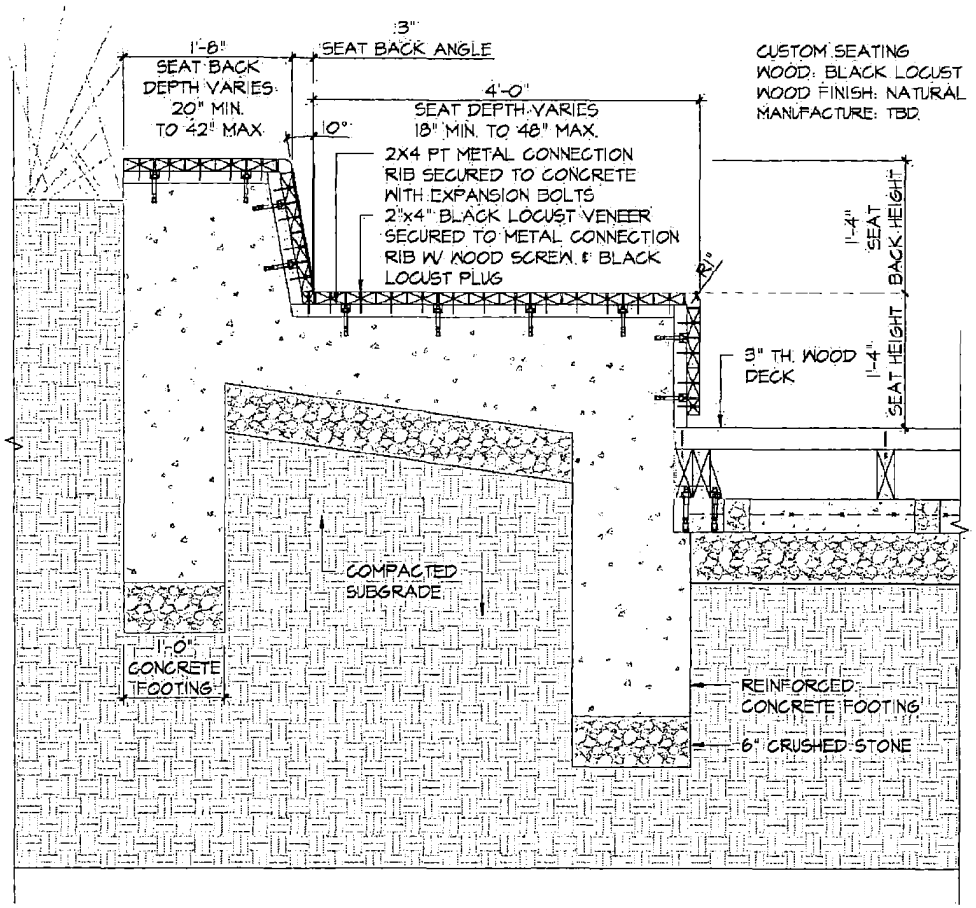
PROJECT
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6388
FAX.: (212) 477-6548

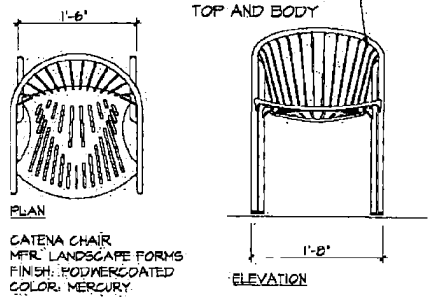
ARCHITECT
ARCHIMAERA
42 WEST STREET SUITE 108
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000



3 TYPICAL SOCIAL SEATING DETAIL

SCALE: 1"=1'-0"



CATENA CHAIR
MFR: LANDSCAPE FORMS
FINISH: POLYMERCOATED
COLOR: MERCURY

Landscape Forms Inc.
431 Lovvdale Ave.
Kalamazoo MI 49048
fax: 269-381-3455
phone: 800-521-2546

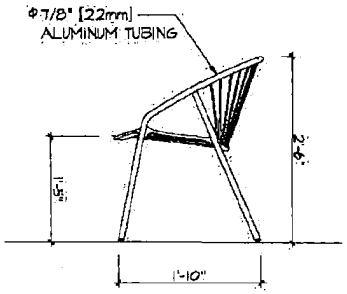
E-mail:
specify@landscapeforms.com
www.landscapeforms.com

NOTE:
CHAIRS ARE FREESTANDING
INCLUDED FOR LAYOUT ANI

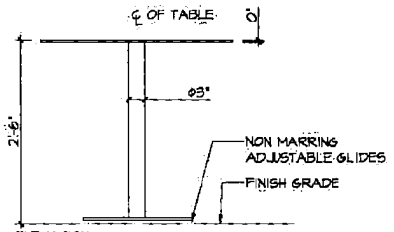
4 TYPICAL MOVABLE SE

SCALE: 3/4"=1'-0"

928



DINS NO: SURFACE MOUNTING HARDWARE AND QTY SEE KEY & DIMENSION PLAN



ELEVATION

PARC CENTRE TABLE
30IN ROUND TOP
MFR: LANDSCAPE FORMS
FINISH: POWDERCOATED
COLOR: MERCURY

Landscape Forms Inc.
phone: 800-521-2546

E-mail:
specify@landscapeforms.com
www.landscapeforms.com

EATING DETAIL

5 TYPICAL MOVABLE TABLE DETAIL

SCALE: 3/4"=1'-0"

8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION
Date:	Revision

NORTH ARROW

SCALE

KEY PLAN

DRAWING TITLE

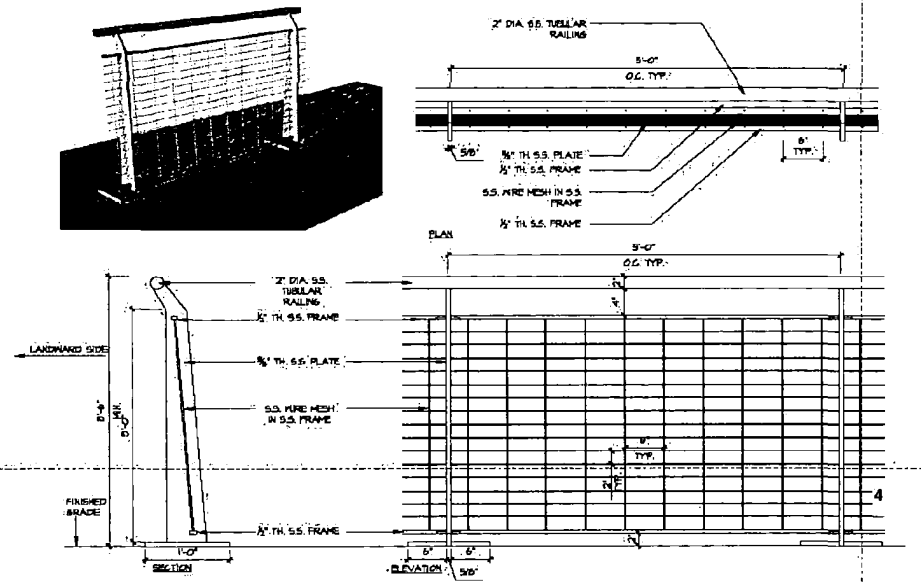
SITE DETAILS

SEAL & SIGNATURE

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP, AB
DWG. No:

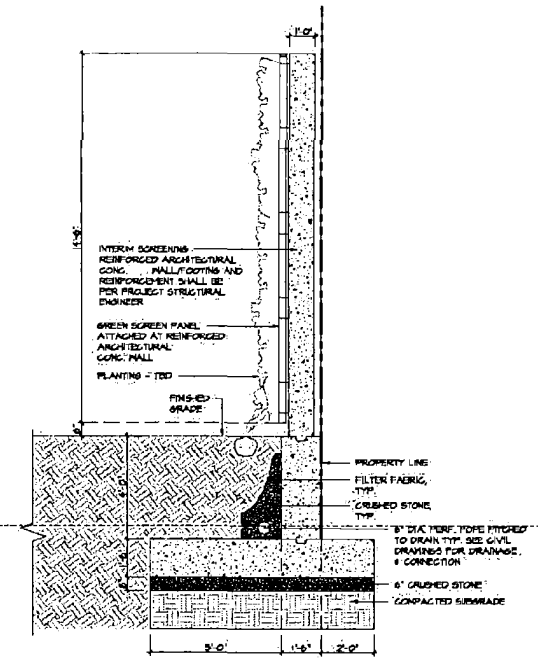
L-804.00

929



1 GUARDRAIL DETAIL

SCALE: 1-1/2"=1'-0"



2 INTERIM SCREENING WALL DETAIL

SCALE: 1/2"=1'-0"

45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER
ZD JASPER REALTY

LANDSCAPE ARCHITECT
MPFP LLC

ARCHITECT
ARCHIMAERA

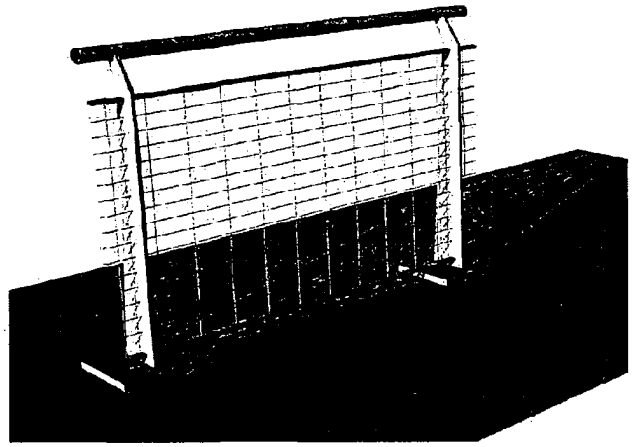
CIVIL ENGINEER
MCLAREN ENGINEERING GROUP

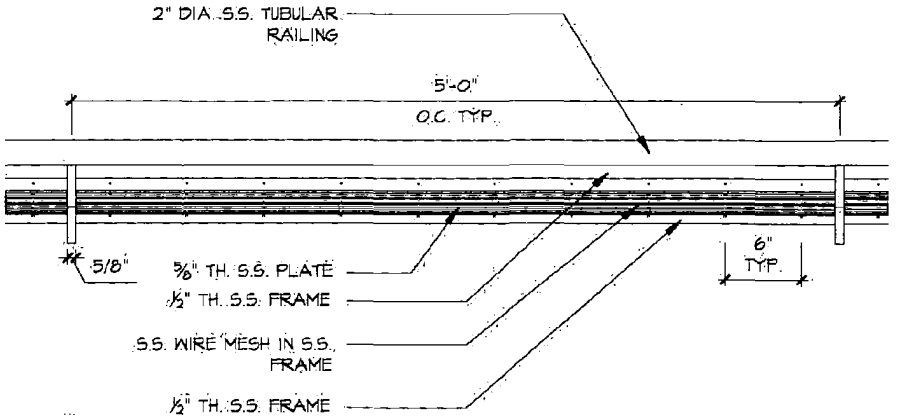
SEE PLAN

SITE DETAILS

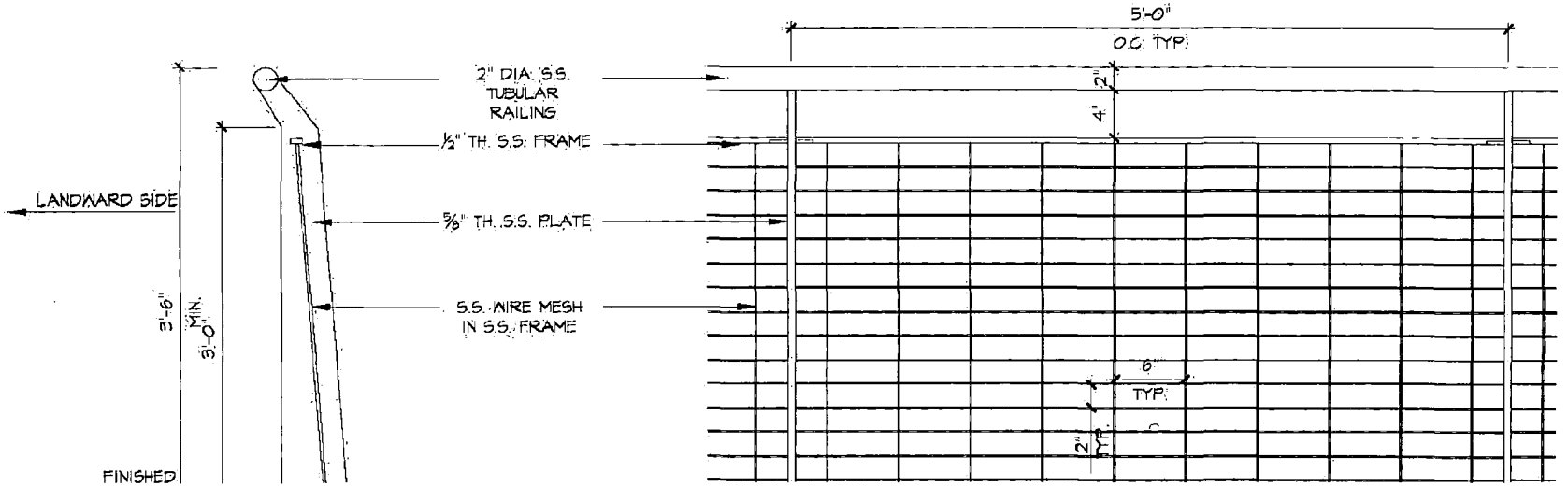
DATE: OCTOBER 9, 2020
PROJECT No.
DRAWN BY: CS
CHECKED BY: AP
DWG No.

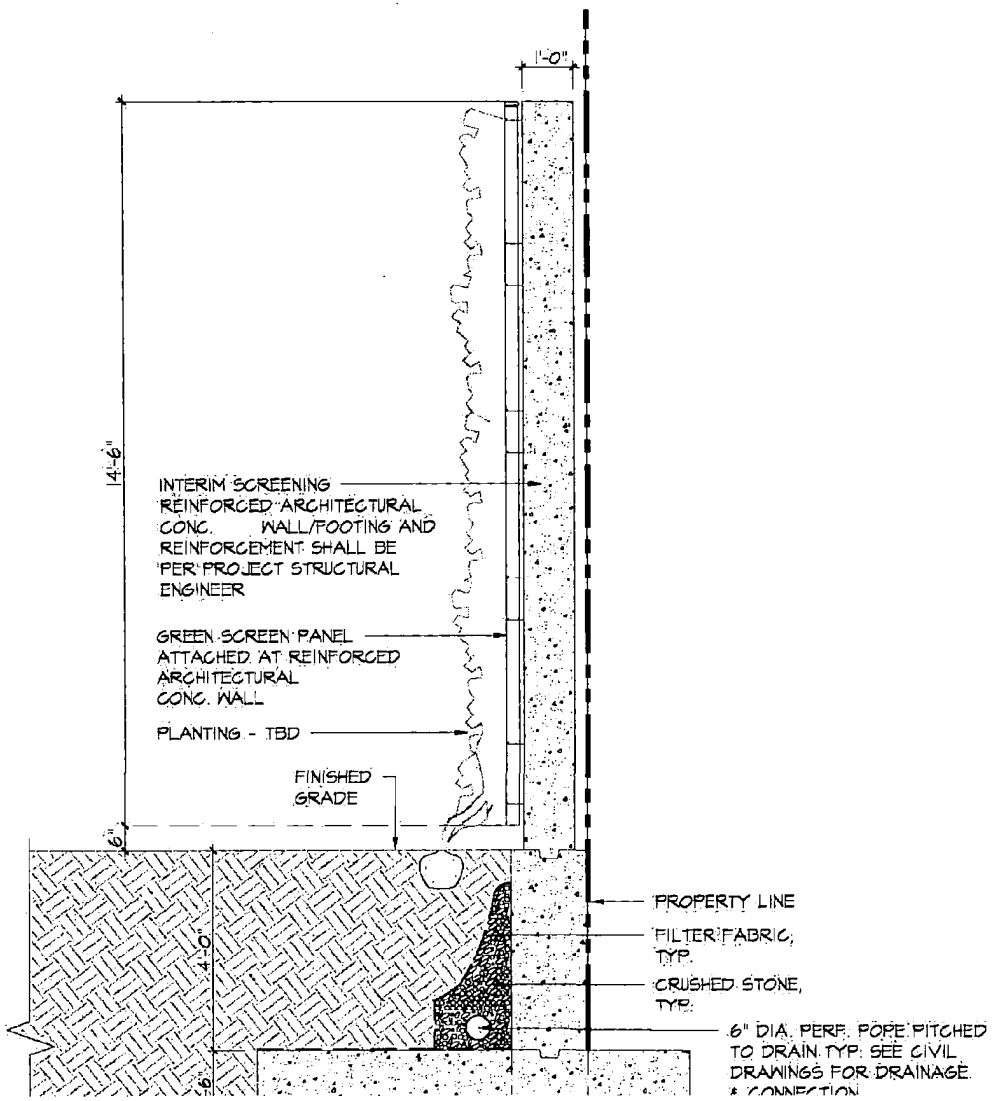
L-805.00




2" DIA. S.S. TUBULAR RAILING
5'-0" O.C. TYP.
5/8"
5/8" TH. S.S. PLATE
½" TH. S.S. FRAME
S.S. WIRE MESH IN S.S. FRAME
½" TH. S.S. FRAME
6" TYP.

PLAN


2" DIA. S.S. TUBULAR RAILING
½" TH. S.S. FRAME
5/8" TH. S.S. PLATE
S.S. WIRE MESH IN S.S. FRAME
LANDWARD SIDE
3'-6" MIN.
3'-0"
FINISHED
5'-0" O.C. TYP.
2"
4"
6" TYP.
2" TYP.



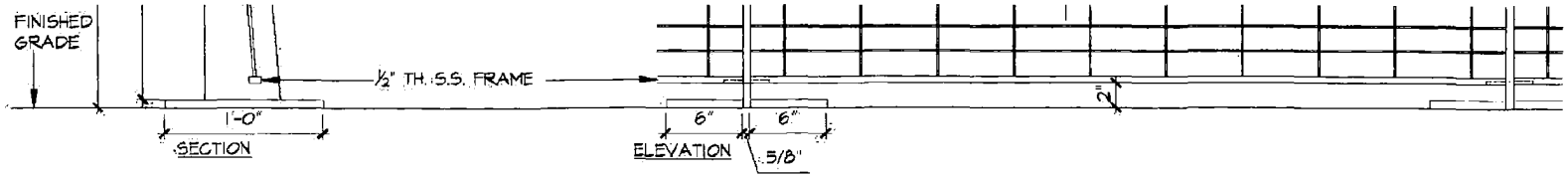
PROJECT:
45-40 VERNON BOULEVARD
LONG ISLAND CITY, NY 11101

OWNER:
ZD JASPER REALTY
60 CUTTER MILL RD #405
GREAT NECK, NY 11021
PHONE: 516.829.9400
EMAIL: TOM@ZDJASPER.COM

LANDSCAPE ARCHITECTS:
MPFP
MPFP LLC
120 BROADWAY, 20TH FLOOR
NEW YORK, NY 10271
TEL.: (212) 477-6388
FAX.: (212) 477-6548

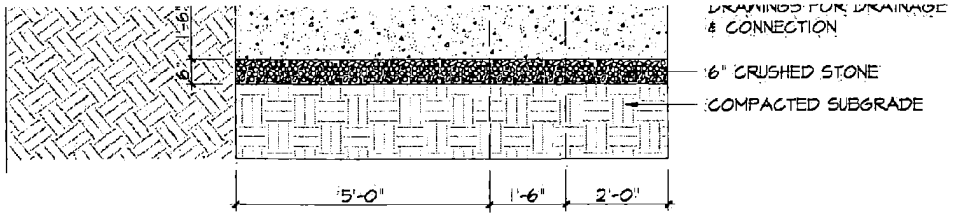
ARCHITECT:
ARCHIMAERA
42 WEST STREET SUITE 106
BROOKLYN, NY 11222
PHONE: 347.352.3639

SITE CIVIL ENGINEER:
MCLAREN ENGINEERING GROUP
131 WEST 35TH STREET, 4TH FLOOR
NEW YORK, NY 10001
PHONE: 201.775.8000



1 GUARDRAIL DETAIL

SCALE: 1-1/2"=1'-0"



2 INTERIM SCREENING WALL DETAIL

SCALE: 1/2"=1'-0"

Date:	Revision:
8/20/24	DCP SUBMISSION
7/15/24	DCP SUBMISSION
4/19/24	DCP SUBMISSION
11/14/23	DCP SUBMISSION

NORTH ARROW

SCALE:

KEY PLAN:

DRAWING TITLE:

SITE DETAILS

SEAL & SIGNATURE:

DATE: OCTOBER 27, 2023
PROJECT No:
DRAWN BY: SZ
CHECKED BY: RP; AB
DWG. No.:

L-805.00

934

EXHIBIT F

FORM OF NOTICE OF SUBSTANTIAL COMPLETION

[Letterhead of the Commissioner of the New York City Department of Parks & Recreation]

[Date]

NOTICE OF SUBSTANTIAL COMPLETION

DECLARANT CONTACT

Re: Block [____], Lot [__]
[_____], New York

Dear [_____]:

This letter constitutes the Notice of Substantial Completion of the _____ pursuant to Section 6.2 of the Restrictive Declaration by DECLARANT_____ dated as of _____, _____ (the "**Declaration**").

Undefined capitalized terms shall have the meaning set forth in the Declaration.

Yours very truly,

_____
Commissioner

New York City Department of Parks & Recreation

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE
TO THE CERTIFICATION BEING ISSUED]

EXHIBIT G

FORM OF NOTICE OF FINAL COMPLETION

[Letterhead of the Commissioner of the New York City Department of Parks & Recreation]

[Date]

NOTICE OF FINAL COMPLETION

OWNER CONTACT

Re: Block [____], Lot [__]
[_____], New York

Dear [_____]:

This letter constitutes the Notice of Final Completion of the _____ pursuant to Section 7.2 of the Restrictive Declaration by DECLARANT---------- dated as of _____, _____ (the "**Declaration**").

By this notice, the undersigned, for the Department of Parks and Recreation, confirms that the Waterfront Public Access Area has been Finally Completed (as defined in the Declaration) in accordance with all requirements of the Declaration. Undefined capitalized terms shall have the meaning set forth in the Declaration.

Yours very truly,

_____
Commissioner

New York City Department of Parks & Recreation

[THIS LETTER SHALL BE MODIFIED AS APPROPRIATE
TO THE CERTIFICATION BEING ISSUED]

PARAGON CONDOMINIUM

OFFERING PLAN

CERTIFICATIONS

CERTIFICATION BY SPONSOR

ZDJ VERNON LLC
60 Cutter Mill Road
Suite 405
Great Neck, NY 11021

Dated: May 29, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: Paragon Condominium
45-40 Vernon Boulevard
Long Island City, NY 11101

The undersigned certifies as follows:

We are the Sponsor and the Principals of Sponsor of the Condominium offering for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to form their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future that is beyond reasonable expectation or unwarranted by existing circumstances; and

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

We certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed May 29, 2025.

SPONSOR:

ZDJ VERNON LLC

By: _____
Name: Zhidong Wu
Title: Authorized Signatory

PRINCIPAL:

_____
Zhidong Wu

ARCHIMÆRA

42 West St, Suite 106, Brooklyn, NY 11211
(347) 352-3639 | office@archimaera.com

CERTIFICATION BY SPONSOR'S ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, NY 10005

Re: **PARAGON CONDOMINIUM**
45-40 Vernon Boulevard, Long Island City, New York

The undersigned certifies as follows:

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership retained our firm to prepare a report and floor plans describing the construction of the property (the "**Report**"). I inspected the existing portions of the property on May 6th, 2025 and I examined the building plans and specifications that were prepared by Archimaera on July 19th, 2024 and approved by the New York City Department of Buildings on April 16th, 2025, and prepared the Report dated **A**ugust 20th, 2025 a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is a registered architect in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is

in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon the completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I

i. knew the truth;
ii. with reasonable effort could have known the truth;
iii. made no reasonable effort to ascertain the truth; or
iv. did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my firm's compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

[SIGNAGURE PAGE TO FOLLOW]

The undersigned certifies under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed August 20th, 2025

By: _____
Jeremiah Zuidema



Seal

D & D MANAGEMENT SERVICES CORP.
6725 13th AVENUE
BROOKLYN, NEW YORK 11219 EMAIL: ddmsc.dorina@gmail.com
Tel: 718-238-9879 Fax: 1-888-399-9554

CERTIFICATION BY EXPERT ON ADEQUACY OF BUDGET FIRST YEAR OF CONDOMINIUM OPERATION

July 18, 2025

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

Re: The Condominium Offering Plan (the "**Plan**") for
Paragon Condominium (the "**Condominium**")
45-40 Vernon Blvd
Queens, New York (the "**Premises**")

The undersigned certify as follows:

The Sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedule B and Schedule B-1, containing projections of income and expenses for the first year of operation of the Condominium. Our experience in the field includes the management of real estate properties in New York for over twenty (20) years. We currently manage approximately fifty (50) rental/co-operative/condominium properties, comprising approximately three hundred fifty (350) residential and fifty (50) commercial units.

I understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience managing residential buildings.

I certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

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(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where I:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth;
(d) did not have knowledge concerning the representation or statement made.

I further certify that we are not owned or controlled by the Sponsor. I understand that a copy of this certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of Condominium operation. This certification is made under penalty or perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

The undersigned certifies under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed July 18, 2025.

By: _____
Name: Dorina Miletic-Guljas
Title: Licensed Real Estate Broker

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6725 13th AVENUE
BROOKLYN, NEW YORK 11219 **EMAIL: ddmsc.dorina@gmail.com**
Tel: 718-238-9879 **Fax: 1-888-399-9554**

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNERS

July 18, 2025

New York State Department of Law
28 Liberty Street
New York, New York 10005
Attn: Real Estate Finance Bureau

Re: The Condominium Offering Plan (the "**Plan**") for
Paragon Condominium (the "**Condominium**")
45-40 Vernon Blvd
Queens, New York (the "**Premises**")

To Whom it May Concern:

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B and the footnotes thereto, which includes projections of common charges payable by the owners of the commercial units. We have had experience in this field for over twenty-five years in the New York metropolitan area and we are experienced in the management of residential properties. The company currently manages approximately fifty condominium or cooperative apartment buildings in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the commercial units listed in Schedule B.

We have reviewed the Schedule as it impacts up on the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owner of the commercial units appears reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial units for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial units also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial units:

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Tel: 718-238-9879 Fax: 1-888-399-9554

(i) set forth in detail the projected common charges for the commercial units for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond the reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Penal Law.

The undersigned certifies under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed July 18, 2025.

Very truly yours,

By _____
Name: Dorina Miletic-Guljas
Title: Licensed Real Estate Broker