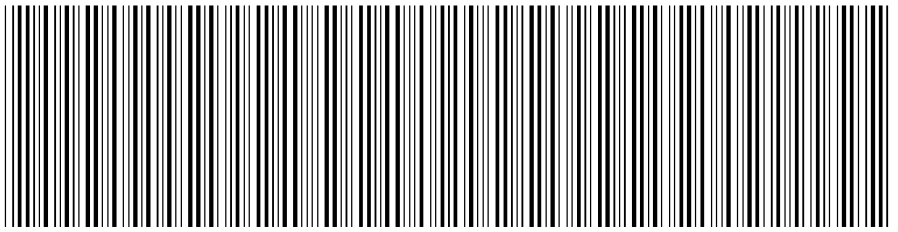


**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 24

Document ID: 2022010600629001
Document Type: DECLARATION
Document Page Count: 23

Document Date: 11-29-2021

Preparation Date: 01-06-2022

PRESENTER:

FIDELITY NATIONAL TITLE INS. COMPANY
485 LEXINGTON AVENUE, 18TH FLOOR
NEW YORK, NY 10017
212-481-5858
FNTRECORDINGS@FNF.COM / 58061-NYM SS

RETURN TO:

KRAMER LEVIN NAFTALIS & FRANKEL LLP
1177 AVENUE OF THE AMERICAS
30TH FLOOR
NEW YORK, NY 10036
Toni Finger

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	1441	40	Entire Lot	310 EAST 67TH STREET
Property Type: COMMERCIAL REAL ESTATE				

CROSS REFERENCE DATA

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

PARTIES

PARTY 1:

NEW YORK BLOOD CENTER, INC.
310 EAST 67TH STREET
NEW YORK, NY 10065

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:	\$	152.00
Affidavit Fee:	\$	0.00

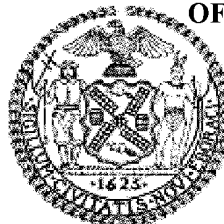
Filing Fee:

	\$	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 01-13-2022 09:39
City Register File No.(CRFN):
2022000019631



Annette McMill

City Register Official Signature

RESTRICTIVE DECLARATION

THIS DECLARATION (this "**Declaration**"), made as of this 24th day of November, 2021, by NEW YORK BLOOD CENTER, INC., a New York not-for-profit corporation, having an address at 310 E 67th St New York, NY 10065 (the "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the fee owner of certain real property located in the Borough of Manhattan, County of New York, City and State of New York, designated for real property tax purposes as Block 1441 Lot 40 and as more particularly described in Exhibit "A" (the "**Subject Property**");

WHEREAS, Declarant desires to redevelop the Subject Property with a building, containing Use Group (UG)-4 community facility uses and Scientific Research and Development Facilities, as described in Section 74-48 of the Zoning Resolution, pursuant to the Land Use Approvals (as defined below), as the same may be modified hereafter (the "**Proposed Development**");

WHEREAS, the New York City Planning Commission ("**CPC**") adopted resolutions on September 22, 2021, under Calendar Numbers 23-25, approving certain land use applications by Declarant pursuant to Application Numbers C 210351ZMM, N 210352ZRM, and C 210353ZSM, (the "**Land Use Applications**") for (a) a zoning map amendment to rezone the Development Site from an R8B district to a C2-7 district, and to rezone both Second Avenue block frontages between East 66th and East 67th Streets to a depth of 100 feet from a C1-9 district to a C2-8 district (the "**Rezoning**"); (b) zoning text amendments (i) to Section 74-48 of the Zoning Resolution to allow, by special permit, an increase in commercial FAR in C2-7 districts for Scientific Research and Development Facilities, and modifications to the applicable use, bulk, and signage regulations;

Block
1441
Lot
40

and (ii) to Appendix F of the Zoning Resolution to designate the Development Site as an MIH area (the “**Zoning Text Amendments**”); and (c) a special permit pursuant to Section 74-48, as amended, to permit modifications of the applicable floor area, supplementary use, rear yard, height and setback, and signage regulations (the “**Special Permit**”);

WHEREAS, the New York City Council Land Use Committee approved the Land Use Applications with modifications on November 10, 2021 pursuant to Resolution Numbers LU 864-2021, LU 865-2021 and LU 866-2021, which modifications were determined to be within the scope of the Land Use Applications by the City Planning Commission on November 17, 2021, and the full City Council approved the Land Use Applications on November 23, 2021 (which Land Use Applications shall upon Final Approval (as defined below) become the “**Land Use Approvals**”);

WHEREAS, Declarant, recognizing that the Land Use Approvals were granted in order to advance New York City policy to develop a life sciences economy, wishes to provide assurances that the Subject Property, if not used and developed pursuant to the Special Permit (as the same may be duly modified or amended), will be used and developed in a manner consistent with the uses and bulk of buildings existing as of the date hereof on Block 1441;

WHEREAS, Fidelity National Title Insurance Company (the “**Title Company**”) has certified in the certification (the “**Certification**”) attached hereto as **Exhibit “B”** and made a part hereof, that as of August 29, 2021, Declarant is the only party-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, Declarant desires to restrict the manner in which the Subject Property is developed, redeveloped, maintained and operated in the future.

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

ARTICLE I

CERTAIN DEFINITIONS

As used in this Declaration, the following terms shall have the meanings given in this Article I:

1.01 “DOB” shall mean the New York City Department of Buildings, or any successor to the jurisdiction thereof under the New York City Charter.

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

1.03 “City Council” or “Council” shall mean the City Council of the City of New York, or any successor to its jurisdiction.

1.04 “DCP” shall mean the Department of City Planning, or any successor to the jurisdiction thereof under the New York City Charter.

1.05 “Declarant” shall have the meaning given in the Recitals of this Declaration and shall include any Successor Declarant and any entity that becomes a Declarant pursuant to this Declaration.

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

1.07 “Final Approval” shall mean approval or approval with modifications of the Land Use Applications by the City Council pursuant to New York City Charter Section 197-d, unless the Mayor of the City of New York (the “Mayor”) files a written disapproval of the City Council’s action pursuant to New York City Charter Section 197-d(e), and the City Council does not override the Mayor’s disapproval so that the Land Use Applications are disapproved. Final Approval shall be deemed not to have occurred for any purpose of this Declaration if the final action of the City Council pursuant to New York City Charter Section 197-d is disapproval of the Land Use Application.

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

1.09 “Mortgagee” shall mean the holder of a Mortgage.

1.10 “Notice” shall have the meaning given in 5.04 of this Declaration.

1.11 “Possessory Interest” shall mean either (1) a fee interest in the Subject Property or any portion thereof or (2) the lessee’s estate in a ground lease of all or substantially all the Subject Property or portion thereof.

1.12 “Successor Declarant” shall mean any successor entity to the balance and entirety of Declarant’s Possessory Interest in the Subject Property so that Declarant no longer holds any Possessory Interest in the Subject Property.

1.13 “Zoning Resolution” or “ZR” means the Zoning Resolution of the City of New York, as amended.

Terms that are not defined herein but are defined in the Zoning Resolution, including without limitation “bulk”, “curb level”, “development”, “enlargement”, “floor area”, “party-in-interest”, and “permitted obstructions”, shall have the meanings given in the Zoning Resolution.

ARTICLE II

DEVELOPMENT AND USE OF THE SUBJECT PROPERTY

2.01 **Development of the Subject Property.** Declarant covenants that if the Subject Property is developed or enlarged, it will only either (a) be developed or enlarged with the Proposed Development pursuant to and in accordance with the Special Permit, or (b) if not so developed or enlarged, then be developed or enlarged in conformity and compliance with the provisions of Section 2.02 of this Declaration (**“As-of-Right Development”**).

2.02 **As-of-Right Development.** As-of-Right Development of the Subject Property shall conform to and comply with the following:

(a) The uses shall conform to those permitted by the provisions of the Zoning Resolution applicable in C2-7 zoning districts.

(b) The bulk shall comply with the provisions of the Zoning Resolution applicable in C2-7 zoning districts except that: (i) the maximum building height shall be 80 feet above curb level to the top of the roof slab, exclusive of parapets no higher than fifty-four (54) inches, exterior, enclosed or screened mechanical equipment, stair and elevator bulkheads, house tanks, generators, skylights, energy conservation equipment, “green roof” treatments, and similar rooftop features (“Mechanical and Rooftop Features”) and (ii) Mechanical and Rooftop Features may extend an additional 35 feet above the maximum building height defined in (i).

ARTICLE III

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

3.01 **Effective Date; Recordation.**

(a) This Declaration and the provisions and covenants hereof shall become effective only upon Final Approval of the Land Use Applications (the "Effective Date").

(b) Within ten (10) days of such Final Approval of the Land Use Applications and prior to any application to DOB for the enlargement of the existing building or the development of a new building on the Subject Property, the Declarant shall record this Declaration and any waivers of execution thereof or subordinations thereto executed by other parties-in-interest to the Subject Property, if any, in the Office of the City Register, New York County (the "Register's Office") and index them against the Subject Property. Within ten (10) days from any such submission for recording, Declarant shall deliver to the Council a copy of such documents as submitted for recording, together with an affidavit of submission for recordation. If the Declarant fails to so record such documents, then the Council may record duplicate originals of such documents. All fees paid or payable for the purpose of recording such documents, whether undertaken by the Declarant or by the City, shall be borne by Declarant.

(c) Notwithstanding anything to the contrary contained in this Declaration: (i) if Final Approval does not occur; (ii) if the Land Use Approvals are declared invalid or otherwise voided by a final judgment of any court of competent jurisdiction from which no appeal can be taken or from which no appeal has been taken within the statutory period provided for such appeal; or (iii) if an amendment to the text of the Zoning Resolution is approved pursuant to Section 200 of the New York City Charter that provides for controls on the use and development of the Subject

Property substantially similar to those provided in Article II of this Declaration, this Declaration shall automatically and without any action by the Declarant or the Council be cancelled and of no further force and effect. Such cancellation shall be deemed to have occurred (x) six months after the date of CPC approval of the Land Use Applications if Final Approval does not occur, (y) upon entry of said judgment or the expiration of the applicable statutory period for such appeal in the case of condition (ii), and on a date that is ten (10) days after the date of adoption of the amendment to the Zoning Resolution in the case of condition (iii). Declarant may at any time thereafter record in the Register's Office and index against the Subject Property an instrument discharging or terminating the Declaration. Upon recordation of such instrument, Declarant shall provide a copy thereof to the Council.

3.02 **Amendment.** This Declaration may be amended, modified or cancelled only pursuant to approval by the Speaker of the City Council upon application by the Declarant (except with respect to a cancellation pursuant to Section 3.01(c) hereof, for which no such approval shall be required). No other approval or consent shall be required from any public body, private person or legal entity of any kind, including, without limitation, any other present party-in-interest or future party-in-interest that is not a successor of Declarant.

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

3.04 **Certain Provisions Regarding Modification.** With respect to matters encompassed in this Article III, all parties-in-interest to the Subject Property hereby irrevocably (i) consent to any amendment, modification, cancellation, revision or other change in this Declaration, (ii) waive and subordinate any rights they may have to enter into an amended Declaration or other instrument amending, modifying, canceling, revising or otherwise changing

this Declaration, and (iii) nominate, constitute and appoint Declarant, or any Successor Declarant, their true and lawful attorney-in-fact, coupled with an interest, to execute any documents or instruments of any kind that may be required in order to amend, modify, cancel, revise or otherwise change this Declaration or to evidence such party-in-interest's consent or waiver as set forth in this Section 3.04.

ARTICLE IV

COMPLIANCE; DEFAULTS; REMEDIES

4.01 Default.

(a) Declarant acknowledges that (i) the City is an interested party to this Declaration and (ii) the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit land owned by the City within 1,000 feet of the Subject Property and used for street, education and park purposes. Declarant agrees that, if it does not develop the Subject Property in conformity and compliance with the provisions of Article II of this Declaration, then the City, at the request of the Council, DOB or DCP, may enforce the provisions of said Article II in law or in equity, and Declarant hereby consents to same. Notwithstanding the foregoing, the City's rights of enforcement shall be subject to the cure provisions and periods set forth in Section 4.01(b) of this Declaration. Only a Declarant, a Mortgagee, and the City, shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Land Use Application or Land Use Approvals.

(b) Prior to City instituting any proceeding to enforce the terms or conditions of Article II of this Declaration due to any alleged violation thereof, City shall give each Declarant and each Mortgagee with an interest in any portion of the Subject Property forty-five (45) days written notice of such alleged violation, during which period such Declarant(s) and Mortgagee(s) shall have the opportunity to effect or commence effecting a cure of such alleged violation or to demonstrate to City why the alleged violation has not occurred. If a Declarant or a Mortgagee commences such cure within such forty-five (45) day period and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid forty-five (45) day period shall be extended for so long as such Declarant or such Mortgagee continues to proceed diligently with the effectuation of such cure. If a Mortgagee performs any obligation or effects any cure the Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of the Declarant and shall be accepted by any person or entity benefited hereunder, including the Council, as if performed by the Declarant.

ARTICLE V

MISCELLANEOUS

5.01 **Binding Effect.** The restrictions, covenants, rights and agreements set forth in this Declaration shall be binding on Declarant, and any Successor Declarant who acquires a Possessory Interest in the Subject Property only for the period during which such Declarant, or such Successor Declarant is the holder of a Possessory Interest in the Subject Property and only to the extent of such Possessory Interest in the Subject Property. At such time as Declarant, or any Successor Declarant no longer holds a Possessory Interest in the Subject Property, such Declarant's, or Successor Declarant's obligation and liability under this Declaration shall wholly cease and terminate except with respect to any liability during the period when such Declarant held a

Possessory Interest in the Subject Property, and the party succeeding such Declarant shall be deemed to have assumed the obligations and liability Declarant pursuant to this Declaration with respect to actions or matters occurring subsequent to the date such party succeeds to a Possessory Interest in the Subject Property to the extent of such party's Possessory Interest in the Subject Property. For purposes of this Declaration, any successor to Declarant shall be deemed a Declarant for such time as such successor holds all or any portion of a Possessory Interest in the Subject Property. The provisions of this Declaration shall run with the land and shall inure to the benefit of and be binding upon each Declarant, Successor Declarant and their respective heirs, successors and assigns.

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

5.03 **Condominium and Cooperative Ownership.** With respect to any portion of the Subject Property which shall be subject to a condominium, cooperative or similar form of ownership, for the purposes of this Declaration, except as otherwise set forth below, the board of directors or managers of the condominium, cooperative or similar association (such entity, a

“Board”) or a master association (an **“Association”**) selected by the Board and authorized by underlying organizational documents to act on behalf of the individual condominium unit owners, cooperative shareholders or similar owners: (a) shall have the sole right with respect to such portion of the Subject Property (i) to act as Declarant, (ii) to assess a lien for any costs incurred under this Declaration, or (iii) to otherwise act as a Declarant with respect to this Declaration, to the extent such action is required for any purpose under this Declaration, and the consent of any unit owner, cooperative shareholder, or mortgagee who may be considered a party in interest under the Zoning Resolution shall not be required and (b) shall be deemed the sole Party in Interest with respect to the property interest subjected to the condominium, cooperative or similar ownership arrangement, and any such condominium unit owner, cooperative shareholder or other similar owner, or holder of any lien encumbering any such individual unit, shall not be deemed a Party in Interest. For purposes of Section 5.04 of this Declaration, notice to the Board or the Association, as the case may be, shall be deemed notice to the Declarant of the applicable portion of the Subject Property.

5.04 **Notices.**

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

To the Council: New York City Council
 City Hall
 New York, NY 10007
 ATT: Speaker
 Telephone:
 E-mail:

With a Copy to: New York City Council
 250 Broadway

New York, NY _____
ATT: Director, Land Use Division
Telephone:
E-mail:

To Declarants: New York Blood Center, Inc.
310 E 67th Street
New York, NY 10065
Attention: Jordana Schwartz, Esq.
Telephone: (212) 570-3002
E-mail: JSchwartz@nybc.org

With a copy to: Kramer, Levin, Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Attention: Paul Selver
Telephone: (212) 715-9199
E-mail: pselver@kramerlevin.com

Declarant, the Council, any Party in Interest, and any Mortgagee may, by notice provided in accordance with this Section 5.04, (i) advise Declarant and/or the Council of its interest in the Subject Property and address for receipt of notices pursuant to this Section 5.04 or (ii) change any name or address(es) for purposes of this Declaration. In order to be deemed effective any Notice shall be sent or delivered in at least one of the following manners: (A) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall be deemed delivered for all purposes hereunder five days after being actually mailed; (B) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (C) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from the Council to Declarant shall also be sent to every Mortgagee of whom the Council has notice ("**Named Mortgagee**"), and no Notice shall be deemed properly given to Declarant without such notice to such Named Mortgagee(s). In the event that there is more than

one Declarant at any time, any Notice from the Council shall be provided to all Declarants of whom the Council has notice.

5.05 **Certificates**. The Speaker of the Council ("**Speaker**") will, no more than twice in any calendar year and upon not less than ten days (10) days' prior notice by Declarant, or a Named Mortgagee, execute, acknowledge, and deliver to Declarant, or such Named Mortgagee, as the case may be, a statement in writing certifying (a) that this Declaration is unmodified and in full force and effect (or if there have been modifications or supplements that the same are in full force and effect, as modified or supplemented, and stating the modifications and supplements), (b) whether or not to the best knowledge of the signer of such certificate the Declarant is in default in the performance of any Obligation contained in this Declaration, and, if so, specifying each such default of which the signer may have knowledge, and (c) as to such further matters as Declarant, or such Named Mortgagee may reasonably request. If the Speaker fails to respond within ten (10) days after receipt of such second notice, it shall be deemed to have made such certification, and such deemed certification may be relied on by Declarant, or such Named Mortgagee and their respective successors and assigns.

5.06 **Successors of Declarant**. References in this Declaration to "Declarant(s)" shall be deemed to include Successor Declarant(s), if any, which are holders of a Possessory Interest in the Subject Property. Notwithstanding anything to the contrary contained in this Declaration, no holder of a mortgage or other lien in the Subject Property shall be deemed to be a successor of Declarant for any purpose, unless and until such holder obtains a Possessory Interest and provided further that, following succession to such Possessory Interest, the holder of any such mortgage or lien shall not be liable for any obligations of Declarant as the "Declarant" hereunder unless such

holder commences to develop the Subject Property in accordance with the terms of Article II hereof or has acquired its interest from a Party who has done so.

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

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

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

5.10 **Applications.** Declarant shall include a copy of this Declaration as part of any application for an enlargement of the existing building or construction of a new building on the Subject Property submitted to the DOB.

5.11 **Counterparts.** This Declaration 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.


[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed and delivered this

Declaration as of the day and year first above written.


DECLARANT:

New York Blood Center, Inc.

BY: 
NAME: Christopher D. Hillger
TITLE: President + CEO

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

On the 29th day of November in the year 2021 before me, the undersigned, personally appeared Christopher D. Hillger, 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 or entity upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

ROBERT D. BUCHNER
Notary Public, State of New York
Registration #01BU6388543
Qualified in New York County
Commission Expires March 31, 2023

SCHEDULE OF EXHIBITS

EXHIBIT A Metes and Bounds of the Subject Property

EXHIBIT B Parties in Interest Certification

Exhibit "A"

Metes and Bounds of the Subject Property

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

BEGINNING at a point on the southerly side of East 67th Street distant 100 feet, easterly from corner formed by the intersection of the easterly side of Second Avenue with the southerly side of east 67th Street;

RUNNING THENCE Easterly along the southerly side of East 67th Street 225 feet;

RUNNING THENCE Southerly and parallel with the easterly side of Second Avenue 200 feet 10 inches to the northerly side of East 66th Street;

RUNNING THENCE Westerly along the northerly side of East 66th Street 225 feet;

RUNNING THENCE Northerly and parallel with the easterly side of Second Avenue, 200 feet 10 inches to the southerly side of East 67th Street at the point or place of BEGINNING.

Exhibit "B"

Parties-in-Interest Certification

Exhibit B
x 1817

Certificate No. 21-7406-58061NYM

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**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, a Title Insurance Company licensed to do business in the State of New York and having its principal office at 485 Lexington 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 of The New York Blood Center, Inc., formerly known as Community Blood Council of Greater New York, Inc., 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:

NATURE OF INTEREST

1. The New York Blood Center, Inc., formerly known as
Community Blood Council of Greater New York, Inc.
310 East 67th Street
New York, New York

Fee Owner
Liber 5238 Page 284

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is known as Tax Lot Number 40 in Block 1441 on the Tax Map of the City of New York, New York County and more particularly described as follows:

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

BEGINNING at a point on the southerly side of East 67th Street distant 100 feet, easterly from corner formed by the intersection of the easterly side of Second Avenue with the southerly side of East 67th Street;

RUNNING THENCE Easterly along the southerly side of East 67th Street 225 feet;

RUNNING THENCE Southerly and parallel with the easterly side of Second Avenue 200 feet 10 inches to the northerly side of East 66th Street;

RUNNING THENCE Westerly along the northerly side of East 66th Street 225 feet;

RUNNING THENCE Northerly and parallel with the easterly side of Second Avenue, 200 feet 10 inches to the southerly side of East 67th Street at the point or place of BEGINNING.

That the said premises are known as and by street address 310 East 67th Street, New York, NY, as shown on the following diagram:



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.

Note: This is a Preliminary Zoning Lot Certification which has been prepared prior to the execution and recording of the necessary Zoning Lot Description and Ownership Statement. Upon execution and recording of same, a Final Zoning Lot Certification will be prepared.

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.

Dated: August 29, 2021

FIDELITY NATIONAL TITLE
INSURANCE COMPANY

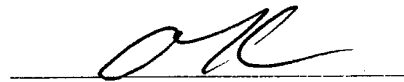
BY: 

Edward L. Heim
Vice President and Senior Underwriter

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

SS:

On the ³⁰~~27~~th day of ^{NOVEMBER}~~OCTOBER~~, 2021 before me, the undersigned, personally came Edward L. Heim, personally known to me or proved to me 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.



ANDREW J. KNOPH
Notary Public, State of New York
Reg. No. 01KN6173832
Qualified in New York County
Commission Expires September 4, 2023