

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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: In the Matter of :
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DEVELOP DON'T DESTROY (BROOKLYN), : Index No. 104597/07
INC., et al., : IAS Part 11
: Justice Madden
: Petitioners-Plaintiffs, :
: :
For a Judgment Pursuant to Article 78 of the CPLR :
and Declaratory Judgment :
: :
- against - :
: :
URBAN DEVELOPMENT CORPORATION :
d/b/a EMPIRE STATE DEVELOPMENT :
CORPORATION, et al., :
: :
Respondents-Defendants. :
: :
----- X

**VERIFIED ANSWER OF RESPONDENT-DEFENDANT
FOREST CITY RATNER COMPANIES, LLC**

Respondent-defendant Forest City Ratner Companies, LLC (“FCRC”), by its attorneys, for its answer to the verified petition and complaint (the “petition”), hereby shows and alleges as follows:

1. FCRC denies the allegations contained in paragraph 1 of the petition, except that it admits that this litigation purports to be a combined Article 78 proceeding and plenary action that seeks to annul determinations of the New York State Urban Development Corporation d/b/a Empire State Development Corporation (“ESDC”), the Metropolitan Transportation Authority (the “MTA”) and the Public Authorities Control Board (the “PACB”) relating to the Atlantic Yards Land Use Improvement and Civic Project (the “Project”).

2. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the petition, except that it denies that any petitioners will be harmed by adverse environmental impacts of the Project and that Project, or any approvals relating to the Project, violate any provisions of the Urban Development Corporation Act (Unconsolidated Laws § 6251, et seq.) (the "UDC Act") or the State Environmental Quality Review Act (Environmental Conservation Law § 8-0101, et seq.) ("SEQRA").

3. FCRC denies the allegations contained in paragraphs 3, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 28, 65, 66, 67, 72, 73, 74, 75, 78, 80, 96, 97, 98, 104, 109, 110, 129, 130, 132, 150, 154, 157, 158, 162, 170, 171, 172, 174, 175, 180, 204, 208, 210, 224, 229, 233, 237, 253, 254, 256, 258, 259, 260, 261, 262, 263, 264, 265, 267, 268, 269, 270, 271, 272, 274, 275, 276, 277, 280, 281, 283, 284, 285, 286, 288, 290, 291, 292, 293, 297, 298, 299, 300, 304, 305, 306, 307, 308, 309, 310, 311, 312, 318, 320, 321, 322, 323, 324, 325, 327, 329, 331, 333, 334, 335, 336, 337, 338, 339, 343, 344, 349, 350, 352, 354, 355, 356, 357, 358, 359, 361, 362, 363, 364, 365, 369, 370, 371, 372, 373, 374, 375, 378, 379, 380, 383, 384, 389, 390, 391, 392, 393, 395, 397, 399, 401, 403, 405, 406, 407, 408, 410, 411, 412, 413, 415, 416, 418, 419, 420, 421, 422, 424, 428 and 429 of the petition.

4. FCRC admits the allegations contained in paragraph 4 of the petition, except that it denies the implication that public subsidies are a significant component of the Project's financing.

5. FCRC admits the allegations contained in paragraph 5 of the petition, except that it denies that all sixteen of the new buildings will be "high-rise" buildings or "towers," and denies that the arena will accommodate up to 20,500 people for Nets basketball games.

6. FCRC admits the allegations contained in the first sentence of paragraph 8 of the petition but is not required to respond to the allegations in the second sentence of paragraph 8, because they exclusively set forth a legal conclusion.

7. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations set forth in the first sentence of paragraph 15 of the petition, and denies the allegations contained in the second sentence of paragraph 15.

8. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 21, 22, 24, 26, 27, 29, 31, 32, 33, 36, 37, 39, 42, 44, 47, 48, 50, 51, 53, 121, 122, 123, 124, 135, 153, 159, 165, 167, 188, 189, 191, 192, 193, 194, 195, 196, 197, 198, 199, 206, 234, 239, 246, 247, 249, 289, 326 and 328 of the petition.

9. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 23 of the petition and denies each and every other allegation contained in paragraph 23.

10. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the petition, except that it denies that the Project will cause the conditions described in the last sentence of paragraph 25.

11. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 30 of the petition, and denies the other allegations contained in paragraph 30.

12. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the petition, except that it denies the allegations that petitioner Central Brooklyn Independent Democrats has any basis for believing that ESDC's Final Environmental Impact Statement for the Project (the "FEIS") was inadequate,

that the public review of the Project has been inadequate, or that its ability to participate in that review has been compromised.

13. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the petition, except that it denies the allegations that there are significant impacts threatening any community and that Crown Heights North is vulnerable to secondary displacement as a result of the Project.

14. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the petition, except that it denies the allegations referring to the FEIS and respectfully refers the Court to the FEIS for a complete statement of its contents.

15. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 40 and 41 of the petition, except that it admits the allegation in paragraph 40 about the condition of Fort Greene Park itself and denies the allegations about adverse environmental impacts on the park.

16. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the petition, except that it denies that FEIS failed adequately to consider potential adverse environmental impacts of the Project.

17. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the petition, except that it denies the allegations contained in the last sentence of paragraph 45.

18. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the petition, except that it denies the allegations contained in the last sentence of paragraph 46.

19. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the petition, except that it denies the allegations contained in the last sentence of paragraph 49 and denies the implication that the Gowanus Canal will be affected adversely by the Project.

20. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the petition, except that it denies the allegations in the last sentence of paragraph 52 that the Project will have significant environmental impacts on South Portland Street between Fulton Street and DeKalb Avenue.

21. FCRC admits the allegations contained in paragraphs 54, 58, 64, 111, 112, 113, 114, 115, 118, 119, 128, 134, 136, 151, 209, 212, 215, 217, 223, 225, 226, 227, 235, 241, 242 and 279 of the petition.

22. FCRC admits the allegations contained in paragraph 55 of the petition, except that it denies the implication that it has sole responsibility for the planning and implementation of the Project, and denies the allegation that it "includes" its affiliated entities Atlantic Yards Development Co., LLC and Brooklyn Arena, LLC.

23. FCRC admits the allegations contained in paragraph 56 of the petition, except that it denies the allegation that the Vanderbilt Yards is the "centerpiece" of the Project.

24. FCRC admits the allegations contained in paragraph 57 of the petition, except that it denies the allegation that the PACB "is vested with the responsibility of receiving and approving applications for financing of projects proposed by" ESDC and other public benefit corporations, and respectfully refers the Court to the Public Authorities Law for an accurate statement of the PACB's jurisdiction and responsibilities.

25. FCRC is not required to respond to paragraphs 59, 60, 61, 63, 68, 69, 70, 76, 77, 79, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 99, 100, 101, 103, 105, 142, 187,

367, 368, 376, 377, 386, 388, 402 and 425 of the petition, because the allegations exclusively set forth legal conclusions.

26. FCRC admits the allegations contained in paragraph 62 of the petition, except that it denies that the arena is only a “civic project” and is not also part of a “land use improvement project.”

27. FCRC denies the allegations contained in paragraph 71 of the petition, except that it admits that the Project was formally announced in December 2003 and was thereafter the subject of two Memoranda of Understanding.

28. FCRC denies the allegations contained in paragraph 95 of the petition, except that it admits that ESDC was “lead agency” for the Project and prepared the FEIS pursuant to SEQRA and its implementing regulations.

29. FCRC denies the allegations contained in paragraph 102 of the petition, except that it admits, upon information and belief, that the PACB did not make a statement of findings pursuant to SEQRA.

30. FCRC denies the allegations contained in paragraphs 106, 107 and 108 of the petition and respectfully refers the Court to the record of the proceedings before the MTA for a complete statement of the MTA’s actions and the documents that were before the MTA.

31. FCRC admits the allegations contained in paragraph 116 of the petition, except that it is not required to respond to the allegations in the last sentence of the paragraph, because those allegations exclusively set forth legal conclusions.

32. FCRC denies the allegations contained in paragraph 117 of the petition, except that it admits that the Atlantic Terminal Urban Renewal Area (“ATURA”) designation has been amended ten times since 1968, and respectfully refers this Court to the amendments for a complete statement of their respective contents.

33. FCRC admits the allegations contained in paragraph 120 of the petition, except that it lacks knowledge or information sufficient to form a belief as to the truth of the allegation that it was the fiscal crisis that prevented the campus project from going forward.

34. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 125 of the petition, except that it admits that the ATURA plan was most recently amended in April 2004, which was after the public announcement of the Project.

35. FCRC denies the allegations contained in paragraphs 126 and 127 of the petition, except that it admits that there has been private redevelopment since 2000 on blocks south of Pacific Street, and that this redevelopment has included the conversions from manufacturing use to residential use of the 21-unit condominium building at 24 Sixth Avenue and the 31-unit condominium building at 636 Pacific Street, both of which are within the Project's footprint, and the condominium building now known as "Newswalk," formerly owned by The Daily News, which is not within the Project's footprint and is not part of the Project site.

36. FCRC admits the allegations contained in paragraph 131 of the petition, except it denies that the Atlantic Terminal Mall and the Atlantic Center Mall are "adjacent" to the Project site.

37. FCRC denies the allegations contained in paragraph 133 of the petition, except that it admits that, in 2003, FCRC made an offer to buy the New Jersey Nets basketball team and announced that it intended to relocate the team to a new arena to be built in Brooklyn.

38. FCRC denies the allegations contained in paragraphs 137, 138 and 139 of the petition, except that it admits that on or about February 18, 2004, it entered into a letter agreement with ESDC and respectfully refers the Court to the letter agreement for a complete statement of its contents.

agreement with ESDC and respectfully refers the Court to the letter agreement for a complete statement of its contents.

39. FCRC denies the allegations contained in paragraphs 140, 141, 143, 144, 145, 146, 147, 148 and 149 of the petition, except that it admits that it entered into two Memoranda of Understanding on or about February 18, 2005, and respectfully refers the Court to those MOU's for a complete statement of their contents.

40. FCRC denies the allegations contained in paragraph 152 of the petition, except that it admits that it entered into a letter agreement with the MTA on or about February 24, 2005, and respectfully refers the Court to the letter agreement for a complete statement of its contents.

41. FCRC denies the allegations contained in paragraphs 155 and 160 of the petition, except that it admits that the MTA issued a request for proposals ("RFP") on or about May 25, 2005, and respectfully refers the Court to the RFP for a complete statement of its contents.

42. FCRC denies the allegations contained in paragraph 156 of the petition, except that it admits that as of May 25, 2005, it had had communications with the MTA about the Vanderbilt Yards over a period of approximately two years.

43. FCRC denies the allegations contained in paragraph 161 of the petition, except that it admits that it submitted a formal proposal to the MTA regarding the Vanderbilt Yards and respectfully refers the Court to the proposal for a complete statement of its contents.

44. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 163 of the petition, except that it admits that Extell Development Company ("Extell") is a large and highly reputable real estate developer that

submitted a bid to the MTA in connection with the potential development of the Vanderbilt Yards.

45. FCRC admits the allegations contained in paragraph 164 of the petition, except that it respectfully refers the Court to Extell's proposal for a complete statement of its contents, and it denies the implication in the last sentence of paragraph 164 that Extell complied with the requirements of the MTA's RFP while FCRC did not.

46. FCRC denies the allegations contained in paragraph 166 of the petition, except that on July 27, 2005, the MTA's board voted to grant FCRC an exclusive right for a period of 45 days to negotiate the terms of an agreement with the MTA.

47. FCRC denies the allegations contained in paragraph 168 of the petition, except that it admits that Deputy Mayor Doctoroff sent a letter to the MTA's board and respectfully refers the Court to the letter for a complete statement of its contents.

48. FCRC denies the allegations contained in paragraph 169 of the petition, except that it admits that on or about September 14, 2005, the MTA's board adopted a resolution by which the MTA was authorized to negotiate with FCRC for the sale to FCRC of the development rights over the Vanderbilt Yards.

49. FCRC denies the allegations contained in paragraph 173 of the petition, except that it admits that ESDC published a notice on or about September 16, 2005, and respectfully refers the Court to the notice for a complete statement of its contents.

50. FCRC denies the allegations contained in paragraphs 176, 177, 178 and 179 of the petition and respectfully refers this Court to the September 16, 2005 notice and the Draft Scope of Work, which was issued simultaneously with such notice, for a complete statement of their contents.

51. FCRC denies the allegations contained in paragraph 181 of the petition, except that it admits that approximately 21 months elapsed between the December 2003 press conference announcing the Project and the September 2005 Draft Scope of Work, and admits that the public was given 42 days to review and comment on the Draft Scope of Work.

52. FCRC denies the allegations contained in paragraph 182 of the petition, except that it admits that petitioners and other members of the public submitted numerous comments on the Draft Scope of Work and respectfully refers the Court to those comments for a complete statement of their contents.

53. FCRC denies the allegations contained in paragraph 183 of the petition, except that it admits that, during the course of a public meeting to discuss the Draft Scope of Work, an ESDC representative stated that ESDC was not privy to the details of Extell's proposal.

54. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 184 of the petition, except that it admits, upon information and belief, that ESDC was generally aware of the Extell proposal inasmuch as some information about the proposal was a matter of public record, and FCRC denies the allegation that "FCRC's environmental counsel during the MTA RFP process also served as ESDC's counsel during the scoping process."

55. FCRC denies the allegations contained in paragraph 185 of the petition, except that it admits that Develop Don't Destroy Brooklyn ("DDDB") submitted comments on the Draft Scope of Work and respectfully refers the Court to those comments for a complete statement of their contents.

56. FCRC denies the allegations contained in paragraph 186 of the petition, except that it admits that the comment period on the Draft Scope of Work ended on October 28, 2005, and that ESDC issued the Final Scope of Work on March 31, 2006.

57. Responding to paragraphs 200, 201, 202 and 203 of the petition, FCRC admits that ESDC issued a notice of public hearing and comment on July 24, 2006, and scheduling a community forum, respectfully refers the Court to the notice for a complete statement of its contents, and otherwise is not required to respond to the allegations of those paragraphs, because they exclusively set forth legal conclusions.

58. FCRC admits the allegations contained in paragraph 205 of the petition, except that it denies that “thousands” of people appeared for the public hearing.

59. FCRC denies the allegations contained in paragraph 207 of the petition, except that it admits that numerous members of the public who support the Project appeared at the public hearing on August 23, 2006, and that the organizations known as BUILD and ACORN and other community-oriented organizations had entered into a Community Benefits Agreement with the FCRC affiliates that are the Project’s sponsors.

60. FCRC denies the allegations contained in paragraph 211 of the petition, except that it admits that some speakers at the public hearing asked for extensions of the comment period, and respectfully refers the Court to the transcript of the hearing for a complete statement of the speaker’s statements.

61. FCRC denies the allegations contained in paragraphs 213, 214, 215 and 216 of the petition and respectfully refers the Court to the transcript of the public hearing for a complete statement of the presiding officer’s announcements.

62. FCRC denies the allegations contained in paragraphs 218, 219, 220, 221 and 222 of the petition, except that it admits that, after ESDC announced that there would be a second community forum on September 18, 2006, ESDC received comments asserting that the period in which the public would be allowed to submit written comments was too short, that ESDC expressed its disagreement with those comments and the basis for that disagreement, and

that ESDC extended the period for the acceptance of written comments to September 29, 2006, and FCRC respectfully refers the Court to those comments and to ESDC responses for a complete statement of their respective contents and of the basis for ESDC's determination that the public forums were not part of the statutorily mandated public hearing, and to the transcript of the September 12 and September 18 public forums for a complete statement of what transpired there.

63. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 228 of the petition, except that it denies that it directed its staff and consultants to work overtime and over the Thanksgiving weekend, but it admits that ESDC and FCRC staff and consultants worked during the Thanksgiving weekend, and that the revised FEIS was completed on November 27, 2006.

64. FCRC denies the allegations contained in paragraphs 230, 231 and 232 of the petition, except that it admits that a number of organizations and individuals submitted comments on the FEIS after its completion and asserted that there were errors in the FEIS, that AKRF, Inc. ("AKRF"), which was ESDC's environmental consultant, prepared a memorandum that summarized and responded to those comments, and that AKRF acknowledged one insignificant and immaterial mathematical error in a response to one comment on the DEIS.

65. FCRC admits the allegations contained in paragraph 236 of the petition, except denies that the presentation was "summary."

66. Responding to paragraph 238 of the petition, FCRC denies that ESDC's staff did not inform ESDC's Board of Directors of the mathematical error in the response to a comment on the DEIS, and denies that the amount of open space provided by the Project was significantly overstated in the FEIS.

67. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 240 of the petition, except that it admits that the ESDC's Board of Directors approved the FEIS, the General Project Plan and the findings under SEQRA at a meeting held on December 8, 2006.

68. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 243, 244 and 245 of the petition, except that it respectfully refers the Court to the MTA's Summary of Environmental Findings for a complete statement of its contents and denies that the Summary of Environmental Findings was inadequate to allow the MTA to fulfill its obligations under SEQRA.

69. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 248 of the petition, except that it admits that the MTA's board approved SEQRA findings relating to the Project at a meeting held on December 13, 2006.

70. FCRC denies the allegations contained in paragraphs 250 and 251 of the petition, except that it admits that the PACB approved the expenditure of State funds in support of the Project on December 20, 2006, and, upon information and belief, did not make SEQRA findings at that time inasmuch as the PACB is not subject to SEQRA.

71. FCRC denies the allegations contained in paragraph 252 of the petition, except that it admits that the administration of Governor Spitzer potentially could bring about a change in the leadership of ESDC and other "involved agencies."

72. FCRC admits the allegations contained in the first sentence of paragraph 255 of the petition and is not required to respond to the allegations contained in the second sentence of paragraph 255, because those allegations consist exclusively of legal conclusions.

73. FCRC denies the allegations contained in paragraphs 257, 278, 287, 313, 314, 315, 316, 317, 319, 330, 332, 340, 341, 342, 348, 351, 353 and 396 of the petition and respectfully refers to the FEIS for a complete statement of its contents.

74. FCRC denies the allegations contained in paragraph 266 of the petition and respectfully refers this Court to the Blight Study for a complete statement of its contents.

75. FCRC denies the allegations contained in paragraphs 273 and 282 of the petition and respectfully refers this Court to the FEIS's response to comments on the DEIS for a complete statement of their contents.

76. FCRC admits the allegation in paragraph 345 of the petition that public comments during the scoping session asserted that the DEIS should consider Coney Island as an alternative site and should limit development at the Project site to development over the Vanderbilt Yards, but respectfully refer the Court to the comments on the DEIS for a complete statement of their contents.

77. FCRC denies the allegations contained in paragraph 346 of the petition and respectfully refers this Court to the DEIS for a complete statement of its contents.

78. FCRC admits the allegations in paragraph 347 of the complaint that public comments on the DEIS asserted that Coney Island should be considered as an alternative site, but respectfully refers this Court to those comments for a complete statement of their contents, and to ESDC's responses to those comments and to the FEIS's description of the Project for a complete statement of why the comments were ill-conceived.

79. FCRC denies the allegations contained in paragraphs 295 and 296 of the petition, except that it admits that FCRC has engaged in development within Downtown Brooklyn and ATURA, and it respectfully refers this Court to the Downtown Brooklyn Development plan for a complete statement of its contents.

80. FCRC denies the allegations contained in paragraphs 301, 302 and 303 of the petition and respectfully refers the Court to the FEIS and AKRF's memorandum for a complete statement of their contents.

81. FCRC repeats and realleges, as fully as if here set forth at length, its responses to the allegations that are incorporated by reference in paragraphs 360, 366, 381, 387, 394, 398, 404, 409, 414, 417 and 423 of the petition.

82. FCRC denies the allegations contained in paragraph 382 of the petition, except that it admits that the arena is a "civic project" within the meaning of the UDC Act (as well as part of a "land use improvement project" under the UDC Act), will be leased to and operated by a private entity and will serve as the home of a major-league sports franchise.

83. FCRC denies the allegations contained in paragraph 385 of the petition, except that it lacks knowledge or information sufficient to form a belief as to whether any of the petitioners have members who reside in proximity to the Project.

84. FCRC denies the allegations contained in paragraph 400 of the petition, except that it admits that ESDC has not prepared a Supplemental EIS or "SEIS."

85. FCRC lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 426 and 427 of the petition, except that it denies that the MTA or its board failed to fulfill their obligations under SEQRA.

86. FCRC denies the allegations contained in the petition and not otherwise responded to in this answer.

First Affirmative Defense

87. The petition fails to state a cause of action against FCRC or seek relief as against FCRC.

Second Affirmative Defense

88. The petition fails to state a cause of action against any of the governmental respondents named in the petition.

Third Affirmative Defense

89. There is documentary evidence that establishes defenses to each of the petition's ostensible causes of action.

Fourth Affirmative Defense

90. For the reasons set forth in the papers submitted by the PACB and other respondents-defendants, which are hereby incorporated herein by reference, and to which the Court is respectfully referred, the PACB's determination is in all respects lawful and proper, is not an abuse of discretion or arbitrary and capricious, and was made in accordance with all applicable substantive and procedural requirements. Therefore, the petition's first cause of action should be dismissed.

Fifth Affirmative Defense

91. For the reasons set forth in the papers submitted by ESDC and other respondents-defendants, which are hereby incorporated herein by reference, and to which the Court is respectfully referred, ESDC's determinations were in all respects lawful and proper, were not an abuse of discretion or arbitrary and capricious, and were made in accordance with all applicable substantive and procedural requirements. Therefore, each of the petition's second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth causes of action should be dismissed.

Sixth Affirmative Defense

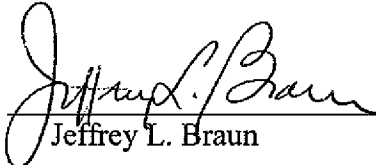
92. For the reasons set forth in the papers submitted by the MTA and other respondents-defendants, which are hereby incorporated herein by reference, and to which the

Court is respectfully referred, the MTA's determinations were in all respects lawful and proper, were not an abuse of discretion or arbitrary and capricious, and were made in accordance with all applicable substantive and procedural requirements. Therefore, the petition's eleventh cause of action should be dismissed.

WHEREFORE, FCRC respectfully demands judgment (1) dismissing the petition and each of the ostensible causes of action asserted therein in their entirety, (2) sustaining the determinations of the PACB, ESDC and the MTA, (3) awarding petitioners nothing, and (4) awarding FCRC and the other respondents-defendants such other and further relief as is just and proper, including their costs and disbursements.

Dated: New York, NY
April 25, 2007

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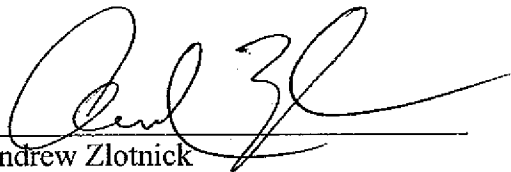
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Attorneys for Respondent-Defendant Forest City
Ratner Companies, LLC

VERIFICATION

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

ANDREW ZLOTNICK, being sworn, states that he is a Senior Vice President of Forest City Ratner Companies, LLC, a respondent-defendant named in this answer; that he has read the foregoing answer and knows the contents thereof, that the same is true to the best of his knowledge, except as to those matters therein stated upon information and belief; that as to those matters, he believes it to be true; and that the basis of his belief is relevant documents and reports and statements of persons possessing first-hand knowledge.


Andrew Zlotnick

Sworn to before me this
25th day of April, 2007.


Notary Public

ANITA ROSE
NOTARY PUBLIC, State of New York
No. 03RO4755325
Qualified in Dutchess County
Commission Expires April 30, 2010

Index No. 104597/07

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of

DEVELOP DON'T DESTROY (BROOKLYN),
INC., et al.,

Petitioners-Plaintiffs,

For a Judgment Pursuant to Article 78 of the CPLR
and Declaratory Judgment

- against -

URBAN DEVELOPMENT CORPORATION
d/b/a EMPIRE STATE DEVELOPMENT
CORPORATION, et al.,

Respondents-Defendants.

VERIFIED ANSWER

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