



# BROWNFIELD CLEANUP PROGRAM (BCP) APPLICATION FORM

<p><b>Is this an application to amend an existing BCA with a major modification?</b> Please refer to the application instructions for further guidance related to BCA amendments.</p> <p>If yes, provide existing site number: _____</p>	<b>Yes</b>	<b>No</b>
<p><b>Is this a revised submission of an incomplete application?</b></p> <p>If yes, provide existing site number: _____</p>	<b>Yes</b>	<b>No</b>

**BCP App Rev 13**

SECTION I: Property Information																									
PROPOSED SITE NAME																									
ADDRESS/LOCATION																									
CITY/TOWN				ZIP CODE																					
MUNICIPALITY (LIST ALL IF MORE THAN ONE)																									
COUNTY				SITE SIZE (ACRES)																					
LATITUDE			LONGITUDE																						
°	'	"	°	'	"																				
<p>Provide tax map information for all tax parcels included within the proposed site boundary below. If a portion of any lot is to be included, please indicate as such by inserting "p/o" in front of the lot number in the appropriate box below, and only include the acreage for that portion of the tax parcel in the corresponding acreage column.</p> <p><b>ATTACH REQUIRED TAX MAPS PER THE APPLICATION INSTRUCTIONS.</b></p> <table border="1"> <thead> <tr> <th>Parcel Address</th> <th>Section</th> <th>Block</th> <th>Lot</th> <th>Acreage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>						Parcel Address	Section	Block	Lot	Acreage															
Parcel Address	Section	Block	Lot	Acreage																					
1. Do the proposed site boundaries correspond to tax map metes and bounds? If no, please attach an accurate map of the proposed site including a metes and bounds description.					<b>Y</b>	<b>N</b>																			
2. Is the required property map provided in electronic format with the application? (Application will not be processed without a map)																									
3. Is the property within a designated Environmental Zone (En-zone) pursuant to Tax Law 21(b)(6)? (See <a href="#">DEC's website</a> for more information) If yes, identify census tract: _____ Percentage of property in En-zone (check one): 0%      1-49%      50-99%      100%																									
4. Is the project located within a disadvantaged community? See application instructions for additional information.																									
5. Is the project located within a NYS Department of State (NYS DOS) Brownfield Opportunity Area (BOA)? See application instructions for additional information.																									

6. Is this application one of multiple applications for a large development project, where the development spans more than 25 acres (see additional criteria in application instructions)? If yes, identify names of properties and site numbers, if available, in related BCP applications: _____	<b>Y</b>	<b>N</b>
7. Is the contamination from groundwater or soil vapor solely emanating from property other than the site subject to the present application?		
8. Has the property previously been remediated pursuant to Titles 9, 13 or 14 of ECL Article 27, Title 5 of ECL Article 56, or Article 12 of Navigation Law? If yes, attach relevant supporting documentation.		
9. Are there any lands under water? If yes, these lands should be clearly delineated on the site map.		
10. Has the property been the subject of or included in a previous BCP application? If yes, please provide the DEC site number: _____		
11. Is the site currently listed on the Registry of Inactive Hazardous Waste Disposal Sites (Class 2, 3, or 4) or identified as a Potential Site (Class P)? If yes, please provide the DEC site number: _____ Class: _____		
12. Are there any easements or existing rights-of-way that would preclude remediation in these areas? If yes, identify each here and attach appropriate information.  <div style="display: flex; justify-content: space-between;"> <div><u>Easement/Right-of-Way Holder</u></div> <div><u>Description</u></div> </div>		
13. List of permits issued by the DEC or USEPA relating to the proposed site (describe below or attach appropriate information):  <div style="display: flex; justify-content: space-between;"> <div><u>Type</u></div> <div><u>Issuing Agency</u></div> <div><u>Description</u></div> </div>		
14. Property Description and Environmental Assessment – please refer to the application instructions for the proper format of each narrative requested. Are the Property Description and Environmental Assessment narratives included in the prescribed format?		
<b>Note: Questions 15 through 17 below pertain ONLY to proposed sites located within the five counties comprising New York City.</b>		
15. Is the Requestor seeking a determination that the site is eligible for tangible property tax credits? If yes, Requestor must answer the Supplemental Questions for Sites Seeking Tangible Property Credits Located in New York City ONLY on pages 11-13 of this form.	<b>Y</b>	<b>N</b>
16. Is the Requestor now, or will the Requestor in the future, seek a determination that the property is Upside Down?		
17. If you have answered YES to Question 16 above, is an independent appraisal of the value of the property, as of the date of application, prepared under the hypothetical condition that the property is not contaminated, included with the application?		
<b>NOTE:</b> If a tangible property tax credit determination is not being requested at the time of application, the applicant may seek this determination at any time before issuance of a Certificate of Completion by using the BCP Amendment Application, except for sites seeking eligibility under the underutilized category.		
<b>If any changes to Section I are required prior to application approval, a new page, initialed by each Requestor, must be submitted with the application revisions.</b> <b>Initials of each Requestor:</b> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> <div>_____</div> </div>		

SECTION II: Project Description			
1. The project will be starting at:	Investigation	Remediation	
NOTE: If the project is proposed to start at the remediation stage, at a minimum, a Remedial Investigation Report (RIR) must be included, resulting in a 30-day public comment period. If an Alternatives Analysis and Remedial Action Work Plan (RAWP) are also included (see <a href="#">DER-10, Technical Guidance for Site Investigation and Remediation</a> for further guidance), then a 45-day public comment period is required.			
2. If a final RIR is included, does it meet the requirements in ECL Article 27-1415(2)?	Yes	No	N/A
3. Have any draft work plans been submitted with the application (select all that apply)?	RIWP	RAWP	IRM No
4. Please provide a short description of the overall project development, including the date that the remedial program is to begin, and the date by which a Certificate of Completion is expected to be issued. Is this information attached?	Yes	No	

SECTION III: Land Use Factors			
1. What is the property's current municipal zoning designation? _____			
2. What uses are allowed by the property's current zoning (select all that apply)?			
Residential	Commercial	Industrial	
3. Current use (select all that apply):			
Residential	Commercial	Industrial	Recreational Vacant
4. Please provide a summary of current business operations or uses, with an emphasis on identifying possible contaminant source areas. If operations or uses have ceased, provide the date by which the site became vacant. Is this summary included with the application?	Y	N	
5. Reasonably anticipated post-remediation use (check all that apply):			
Residential Commercial Industrial			
If residential, does it qualify as single-family housing?		N/A	
6. Please provide a statement detailing the specific proposed post-remediation use. Is this summary attached?			
7. Is the proposed post-remediation use a renewable energy facility? See application instructions for additional information.			
8. Do current and/or recent development patterns support the proposed use?			
9. Is the proposed use consistent with applicable zoning laws/maps? Please provide a brief explanation and additional documentation if necessary.			
10. Is the proposed use consistent with applicable comprehensive community master plans, local waterfront revitalization plans, or other adopted land use plans? Please provide a brief explanation and additional documentation if necessary.			

## SECTION IV: Property's Environmental History

All applications **must include** an Investigation Report (per ECL 27-1407(1)). The report must be sufficient to establish that contamination of environmental media exists on the site above applicable Standards, Criteria and Guidance (SCGs) based on the reasonably anticipated use of the site property and that the site requires remediation. To the extent that existing information/studies/reports are available to the requestor, please attach the following (***please submit information requested in this section in electronic format ONLY***):

1. **Reports:** an example of an Investigation Report is a Phase II Environmental Site Assessment report prepared in accordance with the latest American Society for Testing and Materials standard ([ASTM E1903](#)). **Please submit a separate electronic copy of each report in Portable Document Format (PDF). Please do NOT submit paper copies of ANY supporting documents.**
2. **SAMPLING DATA: INDICATE (BY SELECTING THE OPTIONS BELOW) KNOWN CONTAMINANTS AND THE MEDIA WHICH ARE KNOWN TO HAVE BEEN AFFECTED. DATA SUMMARY TABLES SHOULD BE INCLUDED AS AN ATTACHMENT, WITH LABORATORY REPORTS REFERENCED AND INCLUDED.**

CONTAMINANT CATEGORY	SOIL	GROUNDWATER	SOIL GAS
Petroleum			
Chlorinated Solvents			
Other VOCs			
SVOCs			
Metals			
Pesticides			
PCBs			
PFAS			
1,4-dioxane			
Other – indicated below			

\*Please describe other known contaminants and the media affected:

3. For each impacted medium above, include a site drawing indicating:
  - Sample location
  - Date of sampling event
  - Key contaminants and concentration detected
  - For soil, highlight exceedances of reasonably anticipated use
  - For groundwater, highlight exceedances of 6 NYCRR part 703.5
  - For soil gas/soil vapor/indoor air, refer to the NYS Department of Health matrix and highlight exceedances that require mitigation

These drawings are to be representative of all data being relied upon to determine if the site requires remediation under the BCP. Drawings should be no larger than 11"x17" and should only be provided electronically. These drawings should be prepared in accordance with any guidance provided.

Are the required drawings included with this application? YES NO

4. Indicate Past Land Uses (check all that apply):

Coal Gas Manufacturing	Manufacturing	Agricultural Co-Op	Dry Cleaner
Salvage Yard	Bulk Plant	Pipeline	Service Station
Landfill	Tannery	Electroplating	Unknown

Other:



SECTION V: Requestor Information			
NAME			
ADDRESS			
CITY/TOWN		ZIP CODE	
PHONE		EMAIL	
1. Is the requestor authorized to conduct business in New York State (NYS)?			Y
2. If the requestor is a Corporation, LLC, LLP or other entity requiring authorization from the NYS DOS to conduct business in NYS, the requestor's name must appear, exactly as given above, in the <a href="#">NYS Department of State's Corporation &amp; Business Entity Database</a> . A print-out of entity information from the database must be submitted with this application to document that that requestor is authorized to conduct business in NYS. Is this attached?			N
3. If the requestor is an LLC, the names of the members/owners need to be provided on a separate attachment. Is this attached?			
4. Individuals that will be certifying BCP documents, as well as their employers, must meet the requirements of Section 1.5 of <a href="#">DER-10: Technical Guidance for Site Investigation and Remediation</a> and Article 145 of New York State Education Law. Do all individuals that will be certifying documents meet these requirements? <b>Documents that are not properly certified will not be approved under the BCP.</b>			

SECTION VI: Requestor Eligibility		
If answering "yes" to any of the following questions, please provide appropriate explanation and/or documentation as an attachment.		
	Y	N
1. Are any enforcement actions pending against the requestor regarding this site?		
2. Is the requestor subject to an existing order for the investigation, removal or remediation of contamination at the site?		
3. Is the requestor subject to an outstanding claim by the Spill Fund for this site? Any questions regarding whether a party is subject to a spill claim should be discussed with the Spill Fund Administrator.		
4. Has the requestor been determined in an administrative, civil or criminal proceeding to be in violation of (i) any provision of the ECL Article 27; (ii) any order or determination; (iii) any regulation implementing Title 14; or (iv) any similar statute or regulation of the State or Federal government?		
5. Has the requestor previously been denied entry to the BCP? If so, please provide the site name, address, assigned DEC site number, the reason for denial, and any other relevant information regarding the denied application.		
6. Has the requestor been found in a civil proceeding to have committed a negligent or intentionally tortious act involving the handling, storing, treating, disposing or transporting of contaminants?		

## SECTION VI: Requestor Eligibility (CONTINUED)

7. Has the requestor been convicted of a criminal offence (i) involving the handling, storing, treating, disposing or transporting or contaminants; or (ii) that involved a violent felony, fraud, bribery, perjury, theft or offense against public administration (as that term is used in Article 195 of the Penal Law) under Federal law or the laws of any state?	Y	N
8. Has the requestor knowingly falsified statements or concealed material facts in any matter within the jurisdiction of DEC, or submitted a false statement or made use of a false statement in connection with any document or application submitted to DEC?		
9. Is the requestor an individual or entity of the type set forth in ECL 27-1407.9(f) that committed an act or failed to act, and such act or failure to act could be the basis for denial of a BCP application?		
10. Was the requestor's participation in any remedial program under DEC's oversight terminated by DEC or by a court for failure to substantially comply with an agreement or order?		
11. Are there any unregistered bulk storage tanks on-site which require registration?		
12. THE REQUESTOR MUST CERTIFY THAT HE/SHE IS EITHER A PARTICIPANT OR VOLUNTEER IN ACCORDANCE WITH ECL 27-1405(1) BY CHECKING ONE OF THE BOXES BELOW:		
<b>PARTICIPANT</b> A requestor who either (1) was the owner of the site at the time of the disposal of hazardous waste or discharge of petroleum, or (2) is otherwise a person responsible for the contamination, unless the liability arises solely as a result of ownership, operation of, or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.	<b>VOLUNTEER</b> A requestor other than a participant, including a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site subsequent to the disposal of hazardous waste or discharge of petroleum.  NOTE: By selecting this option, a requestor whose liability arises solely as a result of ownership, operation of or involvement with the site certifies that he/she has exercised appropriate care with respect to the hazardous waste found at the facility by taking reasonable steps to: (i) stop any continuing discharge; (ii) prevent any threatened future release; and, (iii) prevent or limit human, environmental or natural resource exposure to any previously released hazardous waste.  <b>If a requestor whose liability arises solely as a result of ownership, operation of, or involvement with the site, submit a statement describing why you should be considered a volunteer – be specific as to the appropriate care taken.</b>	
13. If the requestor is a volunteer, is a statement describing why the requestor should be considered a volunteer attached?		
Yes	No	N/A

**SECTION VI: Requestor Eligibility (CONTINUED)**

14. Requestor relationship to the property (check one; if multiple applicants, check all that apply):

Previous Owner

Current Owner

Potential/Future Purchaser

Other: \_\_\_\_\_

If the requestor is not the current owner, **proof of site access sufficient to complete remediation must be provided.** Proof must show that the requestor will have access to the property before signing the BCA and throughout the BCP project, including the ability to place an environmental easement on the site.

Is this proof attached?

Yes

No

**Note:** A purchase contract or lease agreement does not suffice as proof of site access.

**SECTION VII: Requestor Contact Information**

REQUESTOR'S REPRESENTATIVE

ADDRESS

CITY

ZIP CODE

PHONE

EMAIL

REQUESTOR'S CONSULTANT (CONTACT NAME)

COMPANY

ADDRESS

CITY

ZIP CODE

PHONE

EMAIL

REQUESTOR'S ATTORNEY (CONTACT NAME)

COMPANY

ADDRESS

CITY

ZIP CODE

PHONE

EMAIL

**SECTION VIII: Program Fee**

Upon submission of an executed Brownfield Cleanup Agreement to the Department, the requestor is required to pay a non-refundable program fee of \$50,000. Requestors may apply for a fee waiver based on demonstration of financial hardship.

	Y	N
1. Is the requestor applying for a fee waiver based on demonstration of financial hardship?		
2. If yes, appropriate documentation to demonstrate financial hardship must be provided with the application. See application instructions for additional information.  Is the appropriate documentation included with this application?		

**SECTION IX: Current Property Owner and Operator Information**

CURRENT OWNER		
CONTACT NAME		
ADDRESS		
CITY		ZIP CODE
PHONE	EMAIL	
OWNERSHIP START DATE		
CURRENT OPERATOR		
CONTACT NAME		
ADDRESS		
CITY		ZIP CODE
PHONE	EMAIL	
OPERATION START DATE		

**SECTION X: Property Eligibility Information**

	Y	N
1. Is/was the property, or any portion of the property, listed on the National Priorities List? If yes, please provide additional information.		
2. Is/was the property, or any portion of the property, listed on the NYS Registry of Inactive Hazardous Waste Disposal Site pursuant to ECL 27-1305? If yes, please provide the DEC site number: _____ Class: _____		

**SECTION X: Property Eligibility Information (continued)**

	<b>Y</b>	<b>N</b>
3. Is/was the property subject to a permit under ECL Article 27, Title 9, other than an Interim Status facility? If yes, please provide: Permit Type: _____ EPA ID Number: _____  Date Permit Issued: _____ Permit Expiration Date: _____		
4. If the answer to question 2 or 3 above is <b>YES</b> , is the site owned by a volunteer as defined under ECL 27-1405(1)(b), or under contract to be transferred to a volunteer? If yes, attach any available information related to previous owners or operators of the facility or property and their financial viability, including any bankruptcy filings and corporate dissolution documents. <div style="text-align: right;">N/A</div>		
5. Is the property subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10? If yes, please provide the order number: _____		
6. Is the property subject to a state or federal enforcement action related to hazardous waste or petroleum? If yes, please provide additional information.		

**SECTION XI: Site Contact List**

To be considered complete, the application must include the Brownfield Site Contact List in accordance with *DER-23: Citizen Participation Handbook for Remedial Programs*. Please attach, at a minimum, the names and mailing addresses of the following:

- The chief executive officer and planning board chairperson of each county, city, town and village in which the property is located.
- Residents, owners, and occupants of the property and adjacent properties.
- Local news media from which the community typically obtains information.
- The public water supplier which services the area in which the property is located.
- Any person who has requested to be placed on the contact list.
- The administrator of any school or day care facility located on or near the property.
- The location of a document repository for the project (e.g., local library). **If the site is located in a city with a population of one million or more, add the appropriate community board as an additional document repository.** In addition, attach a copy of an acknowledgement from each repository indicating that it agrees to act as the document repository for the site.

## SECTION XII: Statement of Certification and Signatures

(By requestor who is an individual)

If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(By a requestor other than an individual)

I hereby affirm that I am Managing Member (title) of Case1117, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 1/24/23 Signature: 

Print Name: Steve Case

### SUBMITTAL INFORMATION

- Two (2) copies, one unbound paper copy of the application form with original signatures and table of contents, and one complete electronic copy in final, non-fillable Portable Document Format (PDF), must be sent to:

Chief, Site Control Section  
New York State Department of Environmental Conservation  
Division of Environmental Remediation  
625 Broadway, 11<sup>th</sup> Floor  
Albany, NY 12233-7020

PLEASE DO NOT SUBMIT PAPER COPIES OF SUPPORTING DOCUMENTS. Please provide a hard copy of ONLY the application form and a table of contents.

### FOR DEC USE ONLY

BCP SITE T&A CODE: \_\_\_\_\_ LEAD OFFICE: \_\_\_\_\_

## SECTION XII: Statement of Certification and Signatures

(By requestor who is an individual)

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Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(By a requestor other than an individual)

I hereby affirm that I am Managing Member (title) of Dannan Realty, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32, Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 1-26-23 Signature: 

Print Name: Rick Dannan

### SUBMITTAL INFORMATION

- Two (2) copies, one unbound paper copy of the application form with original signatures and table of contents, and one complete electronic copy in final, non-fillable Portable Document Format (PDF), must be sent to:

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New York State Department of Environmental Conservation  
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625 Broadway, 11<sup>th</sup> Floor  
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Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(By a requestor other than an individual)

I hereby affirm that I am Managing Member (title) of BNZ1117, LLC (entity); that I am authorized by that entity to make this application and execute a Brownfield Cleanup Agreement (BCA) and all subsequent documents; that this application was prepared by me or under my supervision and direction. If this application is approved, I hereby acknowledge and agree: (1) to execute a Brownfield Cleanup Agreement (BCA) within 60 days of the date of DEC's approval letter; (2) to the general terms and conditions set forth in the [DER-32. Brownfield Cleanup Program Applications and Agreements](#); and (3) that in the event of a conflict between the general terms and conditions of participation and terms contained in a site-specific BCA, the terms in the site-specific BCA shall control. Further, I hereby affirm that information provided on this form and its attachments is true and complete to the best of my knowledge and belief. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.

Date: 1/26/23 Signature: 

Print Name: Ryan Benz

### SUBMITTAL INFORMATION

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New York State Department of Environmental Conservation  
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**FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY**

Sufficient information to demonstrate that the site meets one or more of the criteria identified in ECL 27-1407(1-a) must be submitted if requestor is seeking this determination.

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Please respond to the questions below and provide additional information and/or documentation as required.	Y	N
1. Is the property located in Bronx, Kings, New York, Queens or Richmond County?		
2. Is the requestor seeking a determination that the site is eligible for the tangible property credit component of the brownfield redevelopment tax credit?		
3. Is at least 50% of the site area located within an environmental zone pursuant to NYS Tax Law 21(b)(6)?		
4. Is the property upside down or underutilized as defined below?		
Upside down		
Underutilized		
<p><b>From ECL 27-1405(31):</b>            "Upside down" shall mean a property where the projected and incurred cost of the investigation and remediation which is protective for the anticipated use of the property equals or exceeds seventy-five percent of its independent appraised value, as of the date of submission of the application for participation in the brownfield cleanup program, developed under the hypothetical condition that the property is not contaminated.</p> <p><b>From 6 NYCRR 375-3.2(I) as of August 12, 2016</b> (Please note: Eligibility determination for the underutilized category can only be made at the time of application):            375-3.2:            (I) "Underutilized" means, as of the date of application, real property on which no more than fifty percent of the permissible floor area of the building or buildings is certified by the applicant to have been used under the applicable base zoning for at least three years prior to the application, which zoning has been in effect for at least three years; and            (1) the proposed use is at least 75 percent for industrial uses; or            (2) at which:                (i) the proposed use is at least 75 percent for commercial or commercial and industrial uses;                (ii) the proposed development could not take place without substantial government assistance, as certified by the municipality in which the site is located; and                (iii) one or more of the following conditions exists, as certified by the applicant:                    (a) property tax payments have been in arrears for at least five years immediately prior to the application;                    (b) a building is presently condemned, or presently exhibits documented structural deficiencies, as certified by a professional engineer, which present a public health or safety hazard; or                    (c) there are no structures.</p> <p>"Substantial government assistance" shall mean a substantial loan, grant, land purchase subsidy, land purchase cost exemption or waiver, or tax credit, or some combination thereof, from a governmental entity.</p>		

**FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)**

5. If you are seeking a formal determination as to whether your project is eligible for Tangible Property Tax Credits based in whole or in part on its status as an affordable housing project (defined below), you must attach the regulatory agreement with the appropriate housing agency (typically, these would be with the *New York City Department of Housing, Preservation and Development*; the *New York State Housing Trust Fund Corporation*; the *New York State Department of Housing and Community Renewal*; or the *New York State Housing Finance Agency*, though other entities may be acceptable pending Department review).

**Check appropriate box below:**

Project is an Affordable Housing Project – regulatory agreement attached

Project is planned as Affordable Housing, but agreement is not yet available\*

\*Selecting this option will result in a “pending” status. The regulatory agreement will need to be provided to the Department and the Brownfield Cleanup Agreement will need to be amended prior to issuance of the CoC in order for a positive determination to be made.

This is not an Affordable Housing Project

**From 6 NYCRR 375-3.2(a) as of August 12, 2016:**

- (a) “Affordable housing project” means, for purposes of this part, title fourteen of article twenty-seven of the environmental conservation law and section twenty-one of the tax law only, a project that is developed for residential use or mixed residential use that must include affordable residential rental units and/or affordable home ownership units.
- (1) Affordable residential rental projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which defines (i) a percentage of the residential rental units in the affordable housing project to be dedicated to (ii) tenants at a defined maximum percentage of the area median income based on the occupants’ household’s annual gross income.
- (2) Affordable home ownership projects under this subdivision must be subject to a federal, state, or local government housing agency’s affordable housing program, or a local government’s regulatory agreement or legally binding restriction, which sets affordable units aside for homeowners at a defined maximum percentage of the area median income.
- (3) “Area median income” means, for purposes of this subdivision, the area median income for the primary metropolitan statistical area, or for the county if located outside a metropolitan statistical area, as determined by the United States department of housing and urban development, or its successor, for a family of four, as adjusted for family size.

**FOR SITES SEEKING TANGIBLE PROPERTY CREDITS IN NEW YORK CITY ONLY (continued)**

6. Is the site a planned renewable energy facility site as defined below?

Yes – planned renewable energy facility site

No – not a planned renewable energy facility site

If yes, please provide any documentation available to demonstrate that the property is planned to be developed as a renewable energy facility site.

**From ECL 27-1405(33) as of April 9, 2022:**

"Renewable energy facility site" shall mean real property (a) this is used for a renewable energy system, as defined in section sixty-six-p of the public service law; or (b) any co-located system storing energy generated from such a renewable energy system prior to delivering it to the bulk transmission, sub-transmission, or distribution system.

**From Public Service Law Article 4 Section 66-p as of April 23, 2021:**

(b) "renewable energy systems" means systems that generate electricity or thermal energy through use of the following technologies: solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells which do not utilize a fossil fuel resource in the process of generating electricity.

7. Is the site located within a disadvantaged community, within a designated Brownfield Opportunity Area, and meets the conformance determinations pursuant to subdivision ten of section nine-hundred-seventy-r of the general municipal law?

Yes

No

**From ECL 75-0111 as of April 9, 2022:**

(5) "Disadvantaged communities" means communities that bear the burdens of negative public health effects, environmental pollution, impacts of climate change, and possess certain socioeconomic criteria, or comprise high-concentrations of low- and moderate-income households, as identified pursuant to section 75-0111 of this article.

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BCP APPLICATION SUMMARY (FOR DEC USE ONLY)		
SITE NAME	SITE ADDRESS	
CITY	COUNTY	ZIP
REQUESTOR NAME	REQUESTOR ADDRESS	
CITY	ZIP	EMAIL

PROPERTY ADDRESS	SECTION	BLOCK	LOT

REQUESTOR'S REPRESENTATIVE		
NAME	ADDRESS	
CITY	ZIP	EMAIL
REQUESTOR'S ATTORNEY		
NAME	ADDRESS	
CITY	ZIP	EMAIL
REQUESTOR'S CONSULTANT		
NAME	ADDRESS	
CITY	ZIP	EMAIL

REQUESTOR'S REQUESTED STATUS	PARTICIPANT	VOLUNTEER
DEC DETERMINATION	AGREE	DISAGREE

APPLIED FOR FEE WAIVER	YES	NO
ELIGIBLE FOR FEE WAIVER	YES	NO

PERCENTAGE WITHIN AN EN-ZONE	0%	<50%	50-99%	100%
DEC DETERMINATION	AGREE		DISAGREE	

**BCP APPLICATION SUMMARY (FOR DEC USE ONLY) (CONTINUED)****FOR SITES IN NEW YORK CITY ONLY****IS THE REQUESTOR SEEKING TANGIBLE PROPERTY CREDITS?**

YES

NO

**UPSIDE DOWN**

YES

NO

**DEC DETERMINATION**

AGREE

DISAGREE

**UNDERUTILIZED**

YES

NO

**DEC DETERMINATION**

AGREE

DISAGREE

**AFFORDABLE HOUSING STATUS**

PLANNED

YES

NO

**DEC DETERMINATION**

AGREE

DISAGREE

**DISADVANTAGED COMMUNITY AND CONFORMING BOA**

YES

NO

**DEC DETERMINATION**

AGREE

DISAGREE

**RENEWABLE ENERGY FACILITY SITE**

YES

NO

**DEC DETERMINATION**

AGREE

DISAGREE

**NOTES:**

**New York State Department of Environmental Conservation**

**BROWNFIELD CLEANUP PROGRAM**

**BROWNFIELD CLEANUP PROGRAM APPLICATION  
SUPPLEMENTAL AND SUPPORTING INFORMATION**

for

Lofts at 1117  
1117 West Fayette Street  
City of Syracuse, Onondaga County, New York  
BCP Site No. C734160

**December 2022  
Resubmitted February 2023**

## BCP APPLICATION – SUPPLEMENTAL AND SUPPORTING INFORMATION

1117 West Fayette Street, City of Syracuse, Onondaga County, New York

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### FIGURES

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Figure 2	Site Survey
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### TABLES

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Table 2	Groundwater Data Summary
Table 3	Soil Vapor Intrusion Data Summary
Table 4	Indoor Air Sampling Data Summary

### ATTACHMENTS

Attachment A	Site Assessment / Investigation Documentation
Attachment B	NYSDOS Database of Entities Printout and Corporate Resolution
Attachment C	Current Deed
Attachment D	Title Search
Attachment E	Repository Documentation



## BCP APPLICATION – SUPPLEMENTAL AND SUPPORTING INFORMATION

1117 West Fayette Street, City of Syracuse, Onondaga County, New York

### ACRONYM LIST

Acronym	Description
BCP Site, Site, Project, or Property	1117 West Fayette Street
BOA	Brownfield Opportunity Area
City	City of Syracuse
EJ	Environmental Justice
En-zone	Environmental Zone
ESA	Environmental Site Assessment
ESD	Empire State Development
FEMA	Federal Emergency Management Agency
NYSDEC	New York State Department of Environmental Conservation
PCB	Poly-chlorinated Biphenyls
SCO	Soil Cleanup Objective
SVI	Soil Vapor Intrusion
SVOC	Semi-Volatile Organic Compound
TOGS	Technical and Operational Guidance Series
USEPA	United States Environmental Protection Agency
USGS	United States Geologic Society
UST	Underground Storage Tank
VOC	Volatile Organic Compound

This document and its attachments supplement the Brownfield Cleanup Program (BCP) Application. The information is organized by the BCP Application sections. If no additional information is required, it is noted under its relevant section.

## Section I – Property Information

The proposed Lofts at 1117 Site (Site) is located at 1117 West Fayette Street (SBL: 099.-03-03.0) in Syracuse, Onondaga County, New York, as noted in the form. **Figure 1** depicts the Site on a USGS 7.5 minute quadrangle map.

### 1. Tax Map Boundaries

The boundaries of the BCP Site correspond to the tax map boundaries. A Site Survey is attached as **Figure 2**. An Onondaga County tax map is included as **Figure 3**.

### 2. Property Map

A map showing the proposed BCP Site on an aerial photograph is included as **Figure 4**. **Figure 5** shows parcel lines, tax map parcel numbers and owner information for adjacent parcels. **Figure 6** depicts land use for the local area.

### 3. Enzone

The Site is located immediately adjacent to, but outside of Census Tract 30 Enzone.

### 4. Disadvantaged Communities

The Site is not located within a disadvantaged community.

### 5. Brownfield Opportunity Area

The Site is not located within a Brownfield Opportunity Area.

### 6. Multiple Applications

The proposed project is a stand-alone project and is not the subject of multiple applications.

### 7. Source of Contamination

The source of contamination on the Site is unknown, however it is assumed that it is not solely emanating from off-site.

### 12. Easements and Right of Ways

A perpetual easement to the United States of America (Book QQ Page 239) is present along the southern extent of the Site as shown in **Figure 2**.

## 14. Property Description Narrative

### 14.1 Location

The Site is located in the Syracuse Westside community. The site is bounded to the north by West Fayette Street, to the south by a shopping plaza, to the east by a multi-tenant commercial building, and to the west by a parking lot.

### 14.2 Site Features

The Property contains two commercial buildings connected by a second-story bridge. There is a north building and a south building.

The north building was constructed in circa 1900. The building is three stories and consists of brick and mortar exterior walls, reinforced concrete interior walls and floors, a stacked stone foundation, and a flat roof. The building has a basement. The building is equipped with forced air heating, but is not equipped with a cooling system.

The south building was constructed in circa 1900. The building is three stories and consists of brick and mortar exterior walls, wood frame, a situated on a concrete slab foundation, and a sloped shingle roof. The building is equipped with forced air heating, but is not equipped with a cooling system.

The Site is located at approximately 395 feet above mean sea level (msl) and is generally flat. The exterior of the Site consists primarily of asphalt surfaces and very small areas of grass.

### 14.3 Current Zoning and Land Use

The Site and all adjoining site are currently in a Class A Industrial District. Uses permitted in Class A Industrial Districts include, but are not limited to, local retail and service stores, office buildings, restaurants, churches, hospitals, warehouses, some light manufacturing establishments, motor vehicle sales, motor vehicle repair, parking lots, hotels, and dwellings / apartments / condominiums.

### 14.4 Past Use of the Site

The proposed BCP site was originally developed for industrial purposes in 1900. Historical Site uses include a gear company, a hat manufacturer, toy manufacturing, screw-type machining, printing, and painting. Gear manufacturing typically involves the machining of ferrous or non-ferrous metals, coolants or oils for lubrication / cutting, and solvents or acids for cleaning. Screw-type machining involves similar types of activities and chemicals. Paints historically contained heavy metals, including lead.

### Remedial Events Prior to BCP sampling

The Site was identified in the NY SPILLS database, as described in a June 2022 Phase I ESA by C&S Engineers, Inc. (C&S). Motor vehicle crashes occurred in 2003 and 2008, causing the release of transformer oil from utility poles along the road. In both instances, the spills were reportedly

remediated. Due to the remedial actions taken and the NYSDEC closing the spill files, the June 2022 Phase I ESA concluded that the spills were not a concern relative to the environmental condition of the Site.

#### 14.5 Site Geology and Hydrogeology

The Site contains historic fill material (HFM) across a significant portion of the Site from grade to approximately five feet below ground surface (bgs) generally. Generally, native soil is located below the fill and consists of tan silt and fine, medium, and coarse sand. Groundwater was encountered between 8 and 12 feet bgs at two temporary wells installed as a part of a September 2022 Phase II ESA by C&S Based on topography and the location of Onondaga Lake to the north-northwest of the Site, it is likely that groundwater flow is to the north-northwest.

#### 14.6 Environmental Assessment

The September 2022 Phase II ESA consisted of the advancement of 16 soil borings, installation of two temporary monitoring wells, and collection of three sets of indoor air / sub-slab air samples. A total of ten soil samples, two groundwater samples, and three sets of indoor air / sub-slab air samples were collected and submitted for laboratory analysis.

##### Soil Assessment

Based on the September 2022 Phase II ESA, the known contaminants of concern in the soil include semi-volatile organic compounds (SVOCs) and metals. Impacts are generally from grade to five feet bgs within the HFM with the exception of an area exhibiting evidence of petroleum contamination (staining and odor) from seven to nine feet bgs at one location.

The following summarizes the number of samples that contained contaminants at concentrations greater than a respective Soil Cleanup Objective (SCO):

- Protection of Groundwater SCOs: Four of ten samples.
- Restricted-Residential SCOs: Four of ten samples
- Commercial SCOs: Four of ten samples
- Industrial SCOs: Two of ten samples

SVOCs were detected at concentrations greater than Restricted-Residential Use SCOs at one location (SB-10A). Benzo(b)fluoranthene and indeno(1,2,3-cd)pyrene were detected at 1.1 and 0.61 parts per million ppm, respectively. The Restricted-Residential Use SCOs are 1 ppm and 0.5, respectively. A chrysene concentration of 1.2 ppm at SB-10 exceeds the Protection of Groundwater SCO of 1 ppm.

Metals marginally to significantly exceeded SCOs:

- A barium concentration (462 mg/kg) exceeded the Commercial Use SCO (400 mg/kg) at one location.
- A copper concentration (436 mg/kg) exceeded the Commercial Use SCO (270 mg/kg) at one location.
- A lead concentration (4,720 mg/kg) exceeded the Industrial Use SCO (3,900 mg/kg) at one location. At that concentration, the soil may be hazardous for lead. The concentration also significantly exceeds the Protection of Groundwater SCO of 450 ppm.
- Mercury concentrations (2.32 and 11.6 mg/kg) exceeded the Restricted Residential SCO of 0.81 mg/kg at one location and the Industrial Use SCO of 5.7 mg/kg at one location. The concentrations at both locations exceed the Protection of Groundwater SCO of 0.73 ppm. Four other locations (SB-02A, SB-05A, SB-06, and SB-10A) are just below the Protection of Groundwater SCO. Concentrations at these locations range from 0.549 to 0.638 ppm.
- The nickel concentration of 154 ppm at SB-10 exceeds the Protection of Groundwater SCO of 130 ppm.
- A cyanide concentration (140 mg/kg) exceeded the Commercial Use SCO (27 mg/kg) at one location. That concentration also exceeds the Protection of Groundwater SCO of 40 ppm.

Summaries of the soil data, as taken from the C&S September 2022 Phase II ESA, are provided in **Table 1** and **Figure 7**, attached to this application.

### Groundwater Assessment

Based on the September 2022 Phase II ESA, the known contaminants of concern in the groundwater include SVOCs and metals. The following table summarizes the analytes detected at concentrations greater than TOGs 1.1.1 Class GA Ambient Water Quality Standards.

Analyte	TOGs 1.1.1 Class GA Ambient Water Quality Standard	MW-1	MW-2
Benzo(a)anthracene	0.002	0.04	0.04
Benzo(a)pyrene	0	0.02	0.02
Benzo(b)fluoranthene	0.002	0.03	0.03
Benzo(k)fluoranthene	0.002	0.01	0.01
Chrysene	0.002	0.02	0.01
Indeno(1,2,3-cd)pyrene	0.002	0.02	0.02
Arsenic	25	68.9	295.9
Barium	1,000	3,549	5,871
Beryllium	3	15.76	38.77
Cadmium	5	6.2	15.5
Chromium	50	588.7	996.4
Copper	200	1,101	2,380
Iron	300	588,000	1,050,000
Lead	25	2,003	4,180
Magnesium	35,000	924,000	396,000
Manganese	300	30,580	30,170

Analyte	TOGs 1.1.1 Class GA Ambient Water Quality Standard	MW-1	MW-2
Mercury	0.7	5.85	18.12
Nickel	100	1,048	1,322
Sodium	20,000	172,000	42,100
Thallium	0.5	10.06	10.07
Zinc	2,000	2,258	6,368

- Standards and Results are reported in µg/L
- Groundwater was collected from temporary monitoring wells. The effluent was turbid.

Summaries of the groundwater data, as taken from the C&S September 2022 Phase II ESA, are provided in **Table 2** and **Figure 8**, attached to this application.

### Soil Vapor Assessment

Based on the limited soil vapor assessment for the September 2022 Phase II ESA, no concerns were identified.

Summaries of the sub-slab / indoor air data, as taken from the C&S September 2022 Phase II ESA, are provided in **Tables 3 and 4** and **Figure 9**, attached to this application.

## Section II – Project Description

The Site is located at 1117 West Fayette Street in the City of Syracuse, Onondaga County, New York. The Site includes two brick and mortar buildings which account for approximately 29,063 square feet of gross building space. The buildings were constructed in approximately 1900. The Site is approximately 0.46 acres in size. The following summarizes the current use of the Site buildings:

- 1<sup>st</sup> Floor Northern Building: Commercial office space
- 2<sup>nd</sup> Floor Northern Building: Screen printing operation and storage space
- 3<sup>rd</sup> Floor Northern Building: Storage space
- 1<sup>st</sup> Floor Southern Building: A&M Electric (electrical contractor)
- 2<sup>nd</sup> and 3<sup>rd</sup> Floor Southern Building: Storage space

**Figure 1** depicts the Site on a USGS 7.5 minute quadrangle map.

The Property was recently acquired by the Applicant, who plans to complete a historic rehabilitation of the building for residential use (apartments). The completed project is expected to provide approximately 38 low-income residential units totaling approximately 22,573 square feet. Restricted-Residential Use Soil Cleanup Objectives (SCOs) are applicable to the redevelopment project and applied in this application.

The reuse of the Property is planned to utilize Historic Tax Credits (Federal and New York State).

The Site is located in the Syracuse Westside Community. The site is bounded to the north by West Fayette Street, to the south by a shopping plaza, east by a multi-tenant commercial building, and west by a parking lot.

The Site was the subject of a recent environmental investigation, which demonstrated that the Site has been affected by past uses and may be a candidate for inclusion in the BCP. The results of the recent investigation are discussed in **Sections II and IV**.

### Estimated Project Schedule:

December 2022	Brownfield Cleanup Program (BCP) Application Submission and Remedial Investigation Work Plan (RIWP) Submission
February 2023	BCP Application Re-Submission
February 2023	BCP Acceptance
March 2023	Brownfield Cleanup Agreement (BCA) Executed and RIWP Approved
Spring 2023	Remedial Investigation (RI)
Summer 2023	RI Report Submission and Approval
Summer 2023	Alternatives Analysis Report (AAR) and Remedial Action Work Plan (RAWP) Submission and Approval
Late Summer 2023	Decision Document
Fall 2023	Construction / Remediation Commencement
Spring 2024	Site Management Plan (SMP) / Final Engineering Report (FER) Submission
Fall 2024	SMP and FER Approved
December 2024	Certificate of Completion (COC) Issued

## Section III – Land Use Factors

### 1. Current Zoning

The Site and all adjoining site are currently in a Class A Industrial District. The intent of Class A Industrial Districts is to “provide appropriate areas on or near major routes within the City of Syracuse permitting the development and continued use of lands for compatible retail, commercial and industrial uses, while prohibiting land uses that are not compatible with the permitted land uses or considered to be hazardous, objectionable or offensive by reason of noise, vibration, dust, smoke, odors, and the like to the public health, safety, welfare and interests.” Uses permitted in Class A Industrial Districts include, but are not limited to, local retail and service stores, office buildings, restaurants, churches, hospitals, warehouses, some light manufacturing establishments, motor vehicle sales, motor vehicle repair, parking lots, hotels, and dwellings / apartments / condominiums.

### 2. Current Uses: Summary of Business Operations

The Site includes two brick and mortar buildings which account for approximately 29,063 square feet of gross building space. The buildings were constructed in approximately 1900. The Site is approximately 0.46 acres in size. The following summarizes the current use of the Site buildings:

- 1<sup>st</sup> Floor Northern Building: Commercial office space
- 2<sup>nd</sup> Floor Northern Building: Screen printing operation and storage space
- 3<sup>rd</sup> Floor Northern Building: Storage space
- 1<sup>st</sup> Floor Southern Building: A&M Electric (electrical contractor)
- 2<sup>nd</sup> and 3<sup>rd</sup> Floor Southern Building: Storage space

### 3. Intended Use – Post Remediation

The anticipated post remediation use of the site is an apartment building. The completed project is expected to provide approximately 38 low-income residential units totaling approximately 22,573 square feet. The project is expected to provide seven on-site parking spots and 22 leased parking spots from the lot adjacent to the west of the Site. However, the applicant is investigating the ability to purchase land to the west for future inclusion into this BCP Site.

### 4. Current, Historical and/or Recent Development Patterns

Population, housing values, and the number of manufacturing jobs have declined since the 1970s. As such, the area in which the proposed BCP Site is located in an area that has been the focus of public interest concerning the stabilization of existing neighborhoods and plan for future growth.

### 5. Consistency with Zoning

The Site and all adjoining site are currently in a Class A Industrial District. The Project will use the existing buildings as apartment buildings. Uses permitted in Class A Industrial Districts include, but are not limited to, local retail and service stores, office buildings, restaurants, churches, hospitals, warehouses, some light manufacturing establishments, motor vehicle sales, motor vehicle repair,



parking lots, hotels, and dwellings / apartments / condominiums. The completed project is expected to provide approximately 38 low-income residential units totaling approximately 22,573 square feet. Thus, the project is consistent with current zoning.

6. Consistency with Plans

The proposed BCP Site is located in City of Syracuse census tract 29. According to “A Study of Affordable Housing in the City of Syracuse” prepared by the City of Syracuse Department of Neighborhood & Business Development in June 2017, affordable housing units in the City of Syracuse are not geographically distributed evenly. As of the date of the document, there were no affordable housing units in census tract 29. Low-income housing options are needed for existing City of Syracuse residents across the City. Being in an area with a low density of affordable housing, the Site is a prime candidate for development into low-income housing.

## **Section IV – Property’s Environmental History**

### **Environmental Reports**

Environmental information currently exists for the Site from a Phase I ESA completed at the Site by C&S in June 2022 and a Phase II ESA completed at the site by C&S in September 2022. The following summarizes those efforts. These reports are provided in **Attachment A**.

### **C&S Phase I ESA Report – June 2022**

The June 2022 Phase I ESA identified the following Recognized Environmental Conditions (RECs):

- The historical painting operation on the Site was considered a REC due to the possible mishandling and / or improper storage of paints, solvents, and other chemicals (and resulting wastes) commonly used during painting operation.
- The historical manufacturing operations on the Site was considered a REC due to the possible mishandling and / or improper storage of paints, solvents, and petroleum products (and resulting wastes) commonly used during manufacturing processes.
- The historical operation of a railroad within the immediate area of the Site was considered a REC due to the possible petroleum or chemical releases during transport.
- The historical presence of a dry-cleaning operation within the immediate area of the Site was considered a REC due to the concern for chlorinated solvents commonly associated with dry-cleaning operations.
- Several five-gallon containers and 55-gallon drums, as well as a bulk storage tank, of oil are present in the southeastern corner room of the southern building. The drums appeared to be in poor condition and no active leaks were observed. A large amount of staining and buildup of an unknown material is present in the area of these containers. The presence and conditions of the containers and staining around them was considered a REC.

### **C&S Phase II ESA – September 2022**

The September 2022 Phase II ESA (i.e., Investigation) was completed to obtain an overview of the environmental and subsurface conditions. It was not the intent of the Investigation to delineate potential impacts from historical site uses. A ground penetrating radar (GPR) survey has not been completed to identify buried private utilities or investigate for the potential of buried features such as dry wells or USTs.

The Investigation consisted of the advancement of 16 soil borings, installation of two temporary monitoring wells, and collection of three sets of indoor air / sub-slab air samples. A total of ten soil samples, two groundwater samples, and three sets of indoor air / sub-slab air samples were collected and submitted for laboratory analysis. Soil samples were analyzed for a combination of New York State Department of Environmental Conservation (NYSDEC) Part 375 VOCs; Part 375

SVOCs; and Part 375 metals. Groundwater samples were analyzed for NYSDEC Part 375 VOCs; Part 375 SVOCs; and Part 375 metals analysis. The air samples were analyzed via USEPA Method TO-15 for VOCs.

The following table summarizes the areas investigated, as well as the number and types of samples collected during the C&S Investigation.

Sampling Media	Sampling Method(s)	No. of Samples	Analysis
Subsurface Soil	Geoprobe Borings (10)	4	VOC, SVOC, Metals
Subsurface Soil	Hand-Auger Borings (6)	6	SVOC, Metals
Groundwater	Manually bailed from temporary wells (2)	2	VOC, SVOC, Metals
Sub-slab, Indoor, and Outdoor Air	Summa Canister (7)	3 Sets	VOC

The principle contaminants at the site are SVOCs and metals, as follows:

Analyte	Number of Exceedances					
	Protection of Groundwater	Unrestricted SCO	Residential SCO	Residential-Restricted SCO	Commercial SCO	Industrial SCO
Benzo(b)fluoranthene		1	1	1		
Chrysene	1	1	1			
Indeno(1,2,3-cd)pyrene		1	1	1		
Barium		2	2	1	1	
Copper		6	1	1	1	
Lead	1	8	1	1	1	1
Mercury	2	8	2	2	1	1
Nickel	1	2	1			
Zinc		4				
Cyanide	1	1	1	1	1	

Analytical sample results from the Investigation are summarized in detail below.

### Sampling Data

A total of four soil samples from geoprobe borings and six soil samples from hand-augered borings were collected from within the BCP Site boundaries in September 2022. The soil samples were analyzed for a combination of NYSDEC Part 375 VOCs, Part 375 SVOCs, and Part 375 metals.

### Soil Data Summary:

Comparison of the soil analytical data to the Part 375-6 SCOs indicates:

- The only VOC exceedance of Unrestricted Use SCOs was acetone in SB-10 (7.5-9). No VOCs were detected at concentrations greater than Restricted Residential SCOs.
- SVOCs were detected at concentrations greater than Restricted-Residential Use SCOs at one location (SB-10A). Benzo(b)fluoranthene and indeno(1,2,3-cd)pyrene were detected at 1.1 and 0.61 parts per million ppm, respectively. The Restricted-Residential Use SCOs are 1 ppm

and 0.5, respectively. A chrysene concentration of 1.2 ppm at SB-10 exceeds the Protection of Groundwater SCO of 1 ppm.

Metals were detected at concentrations greater than Unrestricted and Restricted Residential SCOs.

- A barium concentration (462 mg/kg) exceeded the Commercial Use SCO (400 mg/kg) at one location.
- A copper concentration (436 mg/kg) exceeded the Commercial Use SCO (270 mg/kg) at one location.
- A lead concentration (4,720 mg/kg) exceeded the Industrial Use SCO (3,900 mg/kg) at one location. At that concentration, the soil may be hazardous for lead. The concentration also significantly exceeds the Protection of Groundwater SCO of 450 ppm.
- Mercury concentrations (2.32 and 11.6 mg/kg) exceeded the Restricted Residential SCO of 0.81 mg/kg at one location and the Industrial Use SCO of 5.7 mg/kg at one location. The concentrations at both locations exceed the Protection of Groundwater SCO of 0.73 ppm. Four other locations (SB-02A, SB-05A, SB-06, and SB-10A) are just below the Protection of Groundwater SCO. Concentrations at these locations range from 0.549 to 0.638 ppm.
- The nickel concentration of 154 ppm at SB-10 exceeds the Protection of Groundwater SCO of 130 ppm.
- A cyanide concentration (140 mg/kg) exceeded the Commercial Use SCO (27 mg/kg) at one location. That concentration also exceeds the Protection of Groundwater SCO of 40 ppm.

Summaries of the soil data, as taken from the C&S September 2022 Phase II ESA, are provided in **Table 1** and **Figure 7**, attached to this application.

#### Groundwater Data Summary:

Comparison of the groundwater analytical data to Technical and Operational Guidance Series 1.1.1 (TOGS 1.1.1) Class GA Ambient Water Quality Standards indicates:

- No VOCs were detected above TOGs 1.1.1 Class GA Ambient Water Quality Standards in groundwater samples. Trichloroethene (MW-1) and acetone (MW-2) were detected well below groundwater standards.
- Six SVOCs (benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, and indeno(1,2,3-cd)pyrene) exceeded TOGs 1.1.1 Class GA Ambient Water Quality Standards in both groundwater samples ranging from 0.01 to 0.04 µg/L.
- 15 metals (arsenic, barium, beryllium, cadmium, chromium, copper, iron, lead, magnesium, manganese, mercury, nickel, sodium, thallium, and zinc) marginally to significantly exceeded TOGs 1.1.1 Class GA Ambient Water Quality Standards in both groundwater samples. As noted above, the samples were collected from temporary one-inch monitoring wells. The effluent was turbid. It is expected that permanent two-inch wells that are sufficiently developed prior to sampling would reveal lower concentrations of metals.

Summaries of the groundwater data, as taken from the C&S September 2022 Phase II ESA, are provided in **Table 2** and **Figure 8**, attached to this application.

#### Sub-slab / Indoor Air Data Summary:

The New York State Department of Health (NYSDOH) has a limited list of compounds with air guideline values (AGV). Additionally, the NYSDEC and NYSDOH do not currently have standards, criteria or guidance values for concentrations of petroleum-related compounds in soil vapor or indoor air. However, the NYSDOH has developed guidance in the form of decision matrices comparing sub-slab and indoor air concentrations of compounds and, based on these concentrations, providing recommended actions.

Comparison of the sub-slab / indoor air analytical data to the above-mentioned guidance values indicates:

- No analytes were detected above NYSDOH AGVs in the indoor air samples.
  - Low-level (< 1.3 µg/m<sup>3</sup>) methylene chloride was detected in all samples, including OA-1.
  - Tetrachloroethylene was detected in SS-1 at a concentration of 0.45 µg/m<sup>3</sup>.
  - Low-level (< 0.12 µg/m<sup>3</sup>) trichloroethene was detected in all samples except for SS-2 and SS-3, including OA-1.
- Petroleum-related compounds were detected.
  - Low-level 1,2,4-trimethylbenzene (< 0.84 µg/m<sup>3</sup>), benzene (< 1.4 µg/m<sup>3</sup>), m,p-xylene (< 2.8 µg/m<sup>3</sup>), o-xylene (< 1.0 µg/m<sup>3</sup>), and toluene (< 5.9 µg/m<sup>3</sup>) was detected in IA-1, IA-2, and IA-3.
  - Low-level 1,3,5-trimethylbenzene (< 0.36 µg/m<sup>3</sup>) and ethylbenzene (< 0.75 µg/m<sup>3</sup>) was detected in IA-2 and IA-3.
  - Petroleum-related compound concentrations were greater in IA-2 and IA-3 which were located in the southern building on the site. Of IA-2 and IA-3, IA-3 concentrations of petroleum-related compounds were greater. IA-3 was located approximately 25 feet from a closet storing petroleum and chemical products.
- According to the NYSDOH decision matrices, the laboratory analytical data indicates that no further action is necessary regarding vapor intrusion.

Summaries of the sub-slab / indoor air data, as taken from the C&S September 2022 Phase II ESA, are provided in **Tables 3 and 4** and **Figure 9**, attached to this application.

#### Site Figures

Numerous figures have been generated depicting pertinent details concerning the site and adjacent properties. These figures are referenced throughout this document.

#### Past Land Uses:

The proposed BCP site was originally developed in approximately 1900. Since that time, the Property has been utilized by numerous owners / occupants. The following Site operator timeline is based on historical documentation (city directories, aerial photographs, topographic maps, fire insurance maps) reviewed in the June 2022 Phase I ESA.

<b>Years</b>	<b>Occupants</b>
Prior to 1925	Kemp Manufacturing Burpee MFGO Co
1925-1930	Brown Lipe Gear Co.
1949-1959	Spinney B H Co (electrical appliances sales)
1973-1988	Paramount Cap Co Inc (hat manufacturer) Ward Sales Company, Inc. (toy manufacturing)
1998	Howard Joan, Pioneer Screw Machines Ward Sales Company, Inc. (printing/painting) Welling Industries
2000	Concord Recording Studio Pioneer Screw Machine Products Ward Sales Company, Inc. Wood Chuck
2003	Concord Recording Studio Ward Sales Company, Inc.
2008	Black Sun Entertainment Concord Recording Studio Pioneer Screw Machine Products Ward Sales Company, Inc.
2012-Present	AM Electric (electrical contractor) Ward Sales Company, Inc.

*Adjacent Usage:*

The area surrounding the Site has a long history of manufacturing, starting in the early 1900s. Historical operations in the vicinity of the Site included machine manufacturing, car part manufacturing, and mill construction operations. Manufacturing in the area continued until commercial and residential development increased in the mid-1960s. The former machine manufacturing facility to the south of the Site was redeveloped into a shopping plaza which included a dry-cleaning operation in the early 2000s.

## Section V – Requestor Information

The requestors are:

BNZ1117, LLC  
Ryan Benz, Managing Member  
451 South Warren Street, 2<sup>nd</sup> Floor  
Syracuse, New York 13202  
(315) 391-9654  
[ryan.c.benz@gmail.com](mailto:ryan.c.benz@gmail.com)

Case1117, LLC  
Steve Case, Managing Member  
115 East Jefferson Street, Suite 300  
Syracuse, New York 13202  
(315) 569-8915  
[sfcase@gmail.com](mailto:sfcase@gmail.com)

Dannan Realty, LLC  
Rick Dannan, Managing Member  
PO Box 324  
Cazenovia, New York 13035  
(315) 380-0889  
[dannanplumbingllc@yahoo.com](mailto:dannanplumbingllc@yahoo.com)

Authorized BCP Representative: Mr. Ryan Benz  
Phone: (315) 391-9654  
Email: [ryan.c.benz@gmail.com](mailto:ryan.c.benz@gmail.com)

Each LLC is a single member LLC.

New York State Department of State's Corporation & Business Entity Database printouts for BNZ1117, LLC, Case1117, LLC, and Dannan Realty, LLC, as well as an executed corporate resolution authorizing Mr. Benz to act as representative in BCP application are located in **Attachment B**.

## **Section VI – Requestor Eligibility**

BNZ1117, LLC (42.5% interest), Case1117 (42.5% interest), LLC, and Dannan Realty, LLC (15% interest), the Volunteer, is the current owner of the site as of November 2, 2022. The Volunteer has not operated or been involved with the site at any time prior to the purchase, and has had no legal relationship with or to any prior owner.

The current deed detailing the Volunteer's ownership of the Site is provided as **Attachment C**.



## Section VII – Requestor Contact Information

No additional information is required.

Requestor's Authorized Representative: Mr. Ryan Benz  
Managing Member  
BNZ1117, LLC  
451 South Warren Street, 2<sup>nd</sup> Floor  
Syracuse, New York 13202  
(315) 391-9654  
[Ryan.c.benz@gmail.com](mailto:Ryan.c.benz@gmail.com)

Requestor's Consultant: Matt Walker  
C&S Engineers, Inc.  
499 Colonel Eileen Collins Blvd.  
Syracuse, NY 13212  
Phone: 315-703-4323  
Fax: 315-703-9667  
[mawalker@cscos.com](mailto:mawalker@cscos.com)

Requestor's Attorney: Dale Desnoyers  
Allen & Desnoyers LLP  
120 Defreest Drive  
Troy, New York 12180  
Office: 518-426-2288  
[Dale@allendesnoyers.com](mailto:Dale@allendesnoyers.com)

## **Section VIII – Program Fee**

The requestor is not applying for a fee waiver.

## Section IX – Current Property Owner and Operator Information

The Site consists of 1117 West Fayette Street (SBL: 099.-03-03.0), as noted in the form.

1. Parcel owner / operator name and information are provided below:

Current Owners: BNZ1117, LLC, Case1117, LLC, and Dannan Realty, LLC

BNZ1117, LLC  
Ryan Benz, Managing Member  
451 South Warren Street, 2<sup>nd</sup> Floor  
Syracuse, New York 13202  
(315) 391-9654  
[Ryan.c.benz@gmail.com](mailto:Ryan.c.benz@gmail.com)

Case1117, LLC  
Steve Case, Managing Member  
115 East Jefferson Street, Suite 300  
Syracuse, New York 13202  
(315) 569-8915  
[sfcase@gmail.com](mailto:sfcase@gmail.com)

Dannan Realty, LLC  
Rick Dannan, Managing Member  
PO Box 324  
Cazenovia, New York 13035  
(315) 380-0889  
[dannanplumbingllc@yahoo.com](mailto:dannanplumbingllc@yahoo.com)

Each LLC is a single member LLC.

Former Owners: The previous owner was: Nestfirst, LLC.  
Esmir Omerovic  
128 West Manlius Street  
East Syracuse, New York 13057  
(315) 400-2822  
[esmir@loftandmanor.us](mailto:esmir@loftandmanor.us)

The application has not had dealings with other previous owners and therefore does not have their contact information.

Current / Former Operators:

Wards Graphics (this tenant has vacated)  
1973 to Janaury 2023  
Esmir Omerovic  
(315) 350-7884  
[esmir@loftandmanor.us](mailto:esmir@loftandmanor.us)

AM Electrical (vacating in February / March 2023)  
Joseph Herbert  
2012 – February / March 2023  
315.952.7818  
[sherbert@amelectric95.com](mailto:sherbert@amelectric95.com)

Contact information for any other previous operators is not known.

2. Previous Property owners, occupants, and information are provided below:

Ownership history back to 1907 is available as listed below.

- Warranty Deed – Kemp & Burpee Manufacturing Company of Syracuse to Brown-Lipe Gear Company on 06/24/1907
- Warranty Deed – Brown-Lipe Gear Company to Straight Line Engine Company on 06/24/1907
- Warranty Deed – Brown-Lipe Gear Company to Kemp & Burpee Manufacturing Company on 06/24/1907
- Warranty Deed – Kemp & Burpee Manufacturing Company to Brown-Lipe Gear Company on 07/01/1916
- Warranty Deed – Brown-Lipe Gear Company to The Alling & Cory Company on 12/24/1945
- Warranty Deed – The Alling & Cory Company to Estelle B. Spinney on 03/08/1946
- Lease - Estelle B. Spinney to B.H. Spinney Co., Inc. on 02/07/1954
- Warranty Deed – Estella B. Spinney to Larry Freedman on 05/06/1966
- Warranty Deed – Larry Freedman to Paramount Cap Co., Inc. on 05/22/1968
- Warranty Deed –Paramount Cap Co., Inc. to Esther L. Shrier on 05/20/1992
- Warranty Deed – Esther L. Shrier to Ward Sales Company, Inc. on 06/08/1992
- Warranty Deed –Ward Sales Company, Inc. to Becko Associates, LLC on 07/18/2005
- Warranty Deed with Lien Covenant – Becko Associates to NestFirst, LLC on 01/28/2022

The available deeds are provided in **Attachment D**.

Based on the city directory reports provided in the Phase I ESA, the historical occupants of the Site are as follows:

Year	Owner	Last Known Phone Number	Relationship to Requestor
1925-1930	Brown Lipe Gear Co.	Unknown	None
1949-1959	Spinney B H Co	Unknown	None
1973-1988	Paramount Cap Co Inc Ward Sales Company, Inc.	Unknown	None
1998	Howard Joan, Pioneer Screw Machines Ward Sales Company, Inc. Welling Industries	Unknown	None
2000	Concord Recording Studio Pioneer Screw Machine Products Ward Sales Company, Inc. Wood Chuck	Unknown	None

<b>Year</b>	<b>Owner</b>	<b>Last Known Phone Number</b>	<b>Relationship to Requestor</b>
2003	Concord Recording Studio Ward Sales Company, Inc.	Unknown	None
2008	Black Sun Entertainment Concord Recording Studio Pioneer Screw Machine Products Ward Sales Company, Inc.	Unknown	None
2012-Present	AM Electric Ward Sales Company, Inc.	(315) 295-2203 (315) 476-5276	None

## **Section X - Property Eligibility Information**

The Site is not on the National Priorities List, not on the NYS Registry of Inactive Hazardous Waste Disposal Sites, not subject to permitting under ECL Article 27-16305, not subject to a cleanup order under Navigation Law Article 12 or ECL Article 17 Title 10, and not subject to current state or federal enforcement actions related to hazardous waste or petroleum.

The anticipated post remediation use of the site is an apartment building. The completed project is expected to provide approximately 38 low-income residential units. In order to do so, the Volunteer, at a minimum, must remediate the Property to Restricted-Residential Use Soil Clean-up levels (Track 4) under 6 NYCRR Part 375.

The Site has been used for industrial and commercial purposes since approximately 1900. Site ownership and operation details are provided previously in **Sections IX and IV**. Currently the Site is occupied by an electrical contractor and a printing operation.

Based on the current condition of petroleum storage containers on the Site as well as historical Site usage, contamination may exist in areas that were inaccessible during the Phase II ESA. There is also the potential that adjacent properties (manufacturers and dry cleaning) could contribute to onsite contamination.

In addition to the above, the Phase I and II ESAs documented contamination and historical uses of the Property that complicate the redevelopment of the site for residential purposes, and also creates a financial burden for the Volunteer.

## Section XI – Site Contact List

### 1. Local Government – City of Syracuse and Onondaga County

Ben Walsh  
City of Syracuse Mayor  
233 East Washington Street  
Syracuse, New York 13202

Steven Kulick  
City of Syracuse Planning Commission Chair  
233 East Washington Street  
Syracuse, New York 13202

J. Ryan McMahon, II  
Onondaga County Executive  
John H. Mulroy Civic Center, 14th Floor  
Syracuse, New York 13202

Katelyn Wright, Executive Director  
Greater Syracuse Land Bank  
431 E. Fayette Street, Suite 375  
Syracuse, NY 13202

### 2. Residents, Owners and Occupants of Property and Property Adjacent to Site:

Adjacent land owners are listed below and shown in **Figure 5**.

NestFirst LLC 1117 W Fayette St Syracuse, NY 13204	220-28 S Geddes & W Marcellus St Syracuse, NY 13204	Rockwest Developers Inc. 716 Marcellus St Syracuse, NY 13204
Vibrant Syracuse Spaces 200-06 S Geddes St Syracuse, NY 13204	Onondaga County Indstrl 116-18 S Geddes St Syracuse, NY 13204	Rosalina D. Lim 215 S Geddes St Syracuse, NY 13204
Vibrant Syracuse Spaces 196 S Geddes & W Fayette St Syracuse, NY 13204	Onondaga County Indstrl 115 S Geddes St Syracuse, NY 13204	Azzam Family Revocable Trust 217-19 S Geddes & Marcellus St Syracuse, NY 13204
Tabunichikow & Vladislav Inc. 208-18 Geddes Street Syracuse, NY 13204	Home Headquarters Inc. 1022-32 W Fayette & S Geddes St Syracuse, NY 13204	Rockwest Center Realty LLC 728 Marcellus St Syracuse, NY 13204
John Noviasky 1153-69 W Fayette St Syracuse, NY 13204 Nik Realty LLC	Azzam Family Revocable Trust 1035-37 W Fayette & S Geddes St Syracuse, NY 13204	

### 3. Local Media:

#### Local Newspaper:

Syracuse Post Standard  
220 South Warren Street  
Syracuse, New York 13202  
(315) 470-0011  
<http://www.syracuse.com>

#### Local Television:

WSYR – TV Channel 9  
1000 Hiawatha Boulevard  
Syracuse, New York 13204  
(315) 446-9900  
<http://www.localsyr.com>

WSTM, WSTQ, WTVH – TV Channel 3, 5, CW6  
1030 James Street  
Syracuse, New York 13203  
(315) 477-9400  
<http://www.cnycentral.com>

#### Radio:

WSYR 570 AM Radio  
500 Plum Street  
Syracuse, New York 13204  
(315) 472-9797  
<http://www.wsyriheart.com>

WCNY 91.3 FM Radio  
P.O. Box 2400  
Syracuse, New York 13220-2400  
(315) 453-2424  
<http://www.wcny.org>

### 4. Local Water Supplier:

Onondaga County Water Authority  
P.O. Box 4949  
Syracuse, New York 13221-4949

### 5. Persons Requesting to be Placed on Contact List:

To Be Completed as Necessary



#### 6. School and Day Care Facilities:

There are several schools or day care facilities located on or in the vicinity (1 mile) of the proposed BCP Site.

George Fowler High School  
227 Magnolia Street  
Syracuse, NY 13204  
Superintendent: Anthony Q. Davis

Parkview Junior Academy  
412 South Avery Avenue  
Syracuse, NY 13219  
Superintendent: Unknown

Westside Academy at Blodgett  
312 Oswego Street  
Syracuse, NY 13204  
Superintendent: Anthony Q. Davis

Seymour Elementary School  
108 Shonnard Street  
Syracuse, NY 13204  
Superintendent: Anthony Q. Davis

Frazer Pre-K-8 School  
741 Park Avenue  
Syracuse, NY 13204  
Superintendent: Anthony Q. Davis

It Takes a Village Childcare Center  
146 Lakeview Avenue  
Syracuse, NY 13204  
Director: Unknown

Porter Elementary School  
512 Emerson Avenue  
Syracuse, NY 13204  
Superintendent: Anthony Q. Davis

All About Me Childcare Center  
422 West Onondaga Street  
Syracuse, NY 13202  
Director Unknown

Delaware Elementary School  
900 S Geddes Street  
Syracuse, NY 13204  
Superintendent: Anthony Q. Davis

Cosby WeeCare  
310 Midland Avenue  
Syracuse, NY 13202  
Director Unknown

All Saints Elementary School  
112 South Wilbur Avenue  
Syracuse, NY 13204  
Principal: Grace Glennon

Children's Beginnings  
100 South Clinton Street, Floor 1  
Syracuse, NY 13261  
Director Jo David

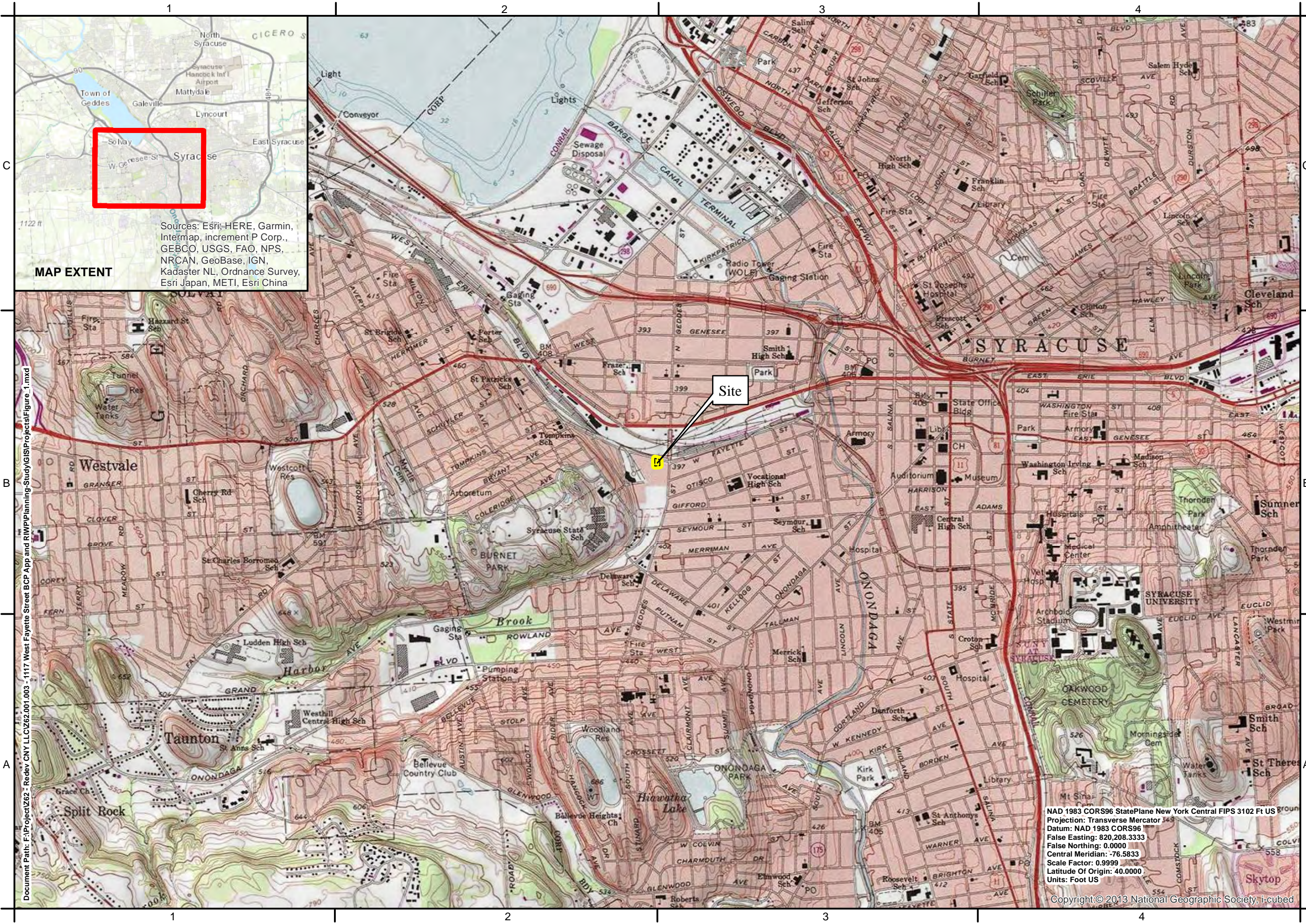
Syracuse Academy of Science  
1001 Park Avenue  
Syracuse, NY 13204  
Superintendent: Unknown

#### 7. Document Repositories:

The Hazard Branch Library, part of the Onondaga County Public Library System (OCPL), was identified as a document repository due to its proximity to the Site and flexible hours. The address is 1620 West Genesee Street, Syracuse, New York 13204. Ms. Lauren Cox, Branch Manager is the contact: [lcx@onlib.org](mailto:lcx@onlib.org) (315) 435-5326. The acceptance email is provided in **Appendix E**.

## Figures





Document Path: F:\Project\Z62 - Rev01\1117 West Fayette Street BCP App and RWP\Planning-Study\GIS\Projects\Figure 1.mxd

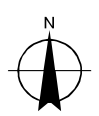
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China

MAP EXTENT

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Projection: Transverse Mercator  
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False Easting: 820,208.3333  
False Northing: 0.0000  
Central Meridian: -76.5833  
Scale Factor: 0.9999  
Latitude Of Origin: 40.0000  
Units: Foot US



C&S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
www.cses.com



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1 inch = 2,000 feet

Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York

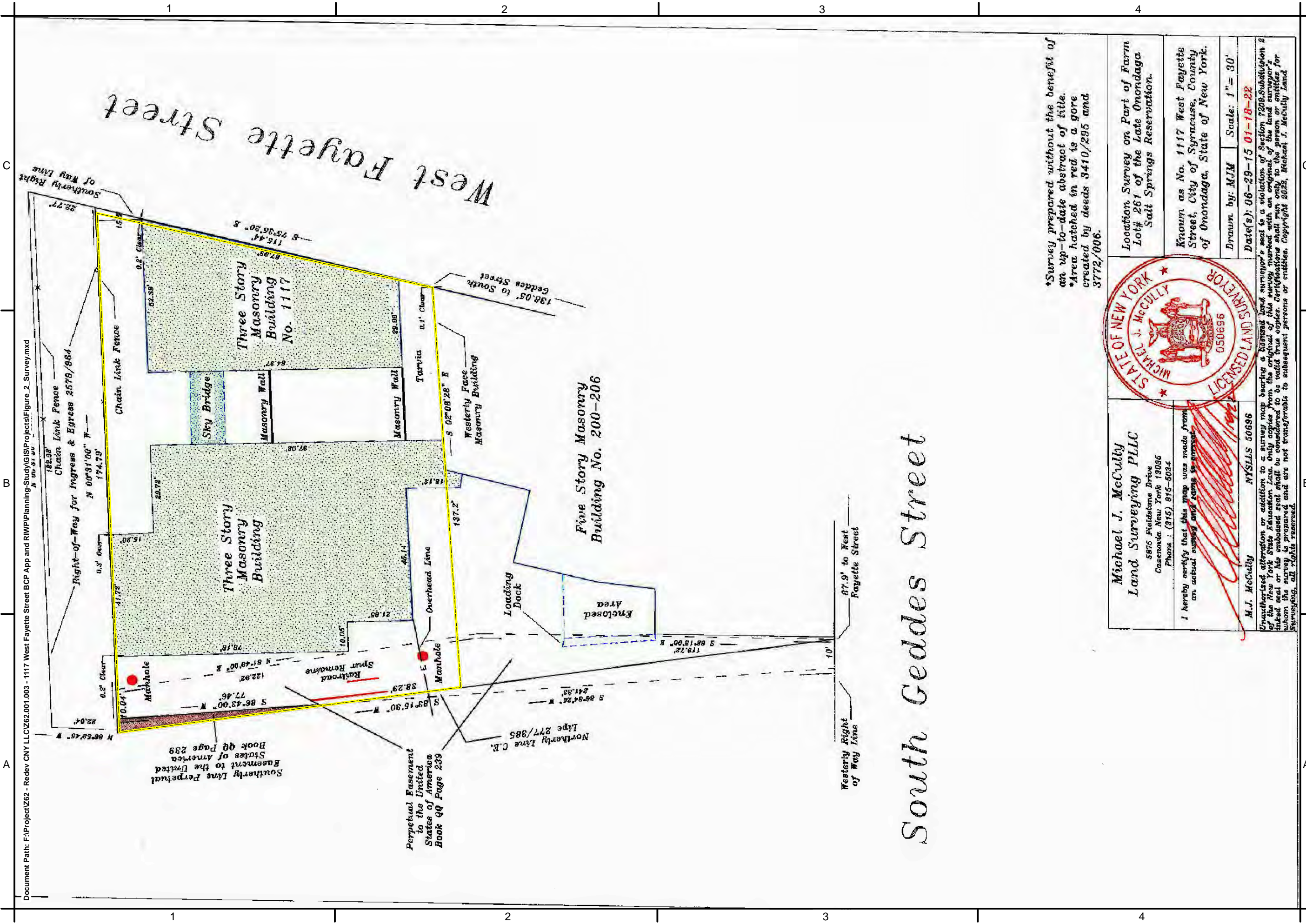
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DATE: October 2022  
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DRAWN BY: JTB  
DESIGNED BY: JTB  
CHECKED BY: MLW

SITE  
LOCATION

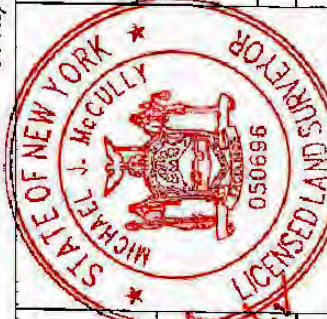
Figure 1


Copyright © 2013 National Geographic Society, i-cubed



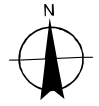


\*Survey prepared without the benefit of an up-to-date abstract of title.  
\*Area hatched in red is a gore created by deeds 9410/295 and 3772/006.

	<b>Michael J. McCully</b> Land Surveying PLLC 5875 Fieldstone Drive Cazenovia, New York 13036 Phone: (315) 815-5034	<b>Location Survey on Part of Farm Lot# 261 of the Late Onondaga Salt Springs Reservation.</b>
	<b>I hereby certify that this map was made from an actual survey and same is correct.</b>	<b>Known as No. 1117 West Fayette Street, City of Syracuse, County of Onondaga, State of New York.</b>
<b>M.J. McCully</b> NYSLS 50696		<b>Drawn by: MJM Scale: 1" = 30'</b>
<small>Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's seal is a violation of Section 7208, Subdivision 2 of the New York State Education Law. Only copies from the original of this survey marked with an original of the land surveyor's linked seal or his embossed seal shall be considered to be valid true copies. Certifications shall run only to the person or persons for whom the survey is prepared and are not transferable to subsequent persons or entities. Copyright 2022, Michael J. McCully Land Surveying, all rights reserved.</small>		<b>Date(s): 06-29-15 01-19-22</b>



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499 Col. Ellen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
www.cses.com



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1 inch = 30 feet

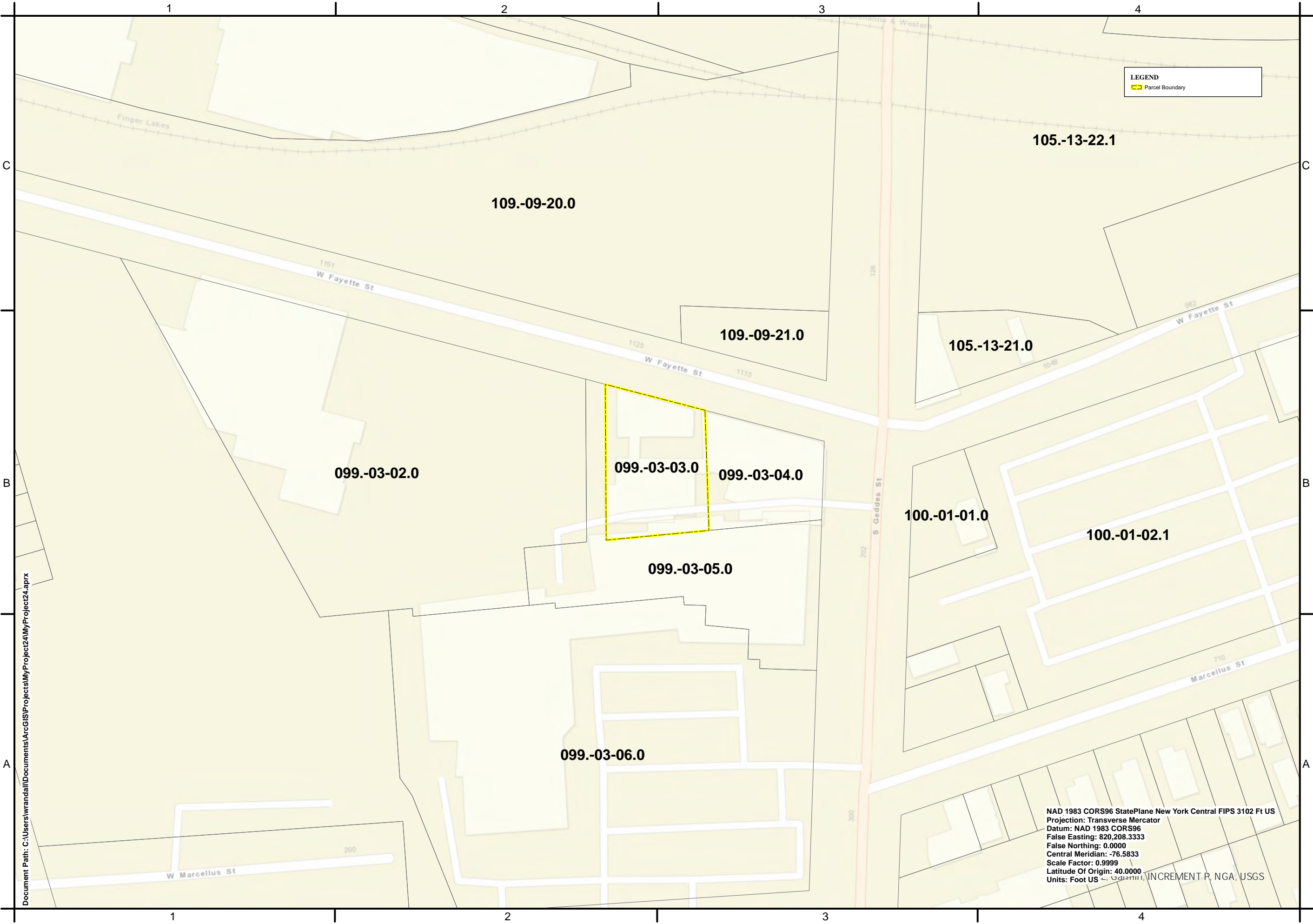
**Brownfield Cleanup Program Application**  
for  
**1117 West Fayette Street**  
Syracuse, Onondaga County, New York

**SITE SURVEY**

**Figure 2**

PROJECT NO: Z62.001.003  
DATE: October 2022  
SCALE: AS SHOWN  
DRAWN BY: WR  
DESIGNED BY: WR  
CHECKED BY: MLW





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499 Col. Ellen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
www.cses.com



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Feet

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**Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York**

PROJECT NO:	Z62.001.003
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CHECKED BY:	MLW

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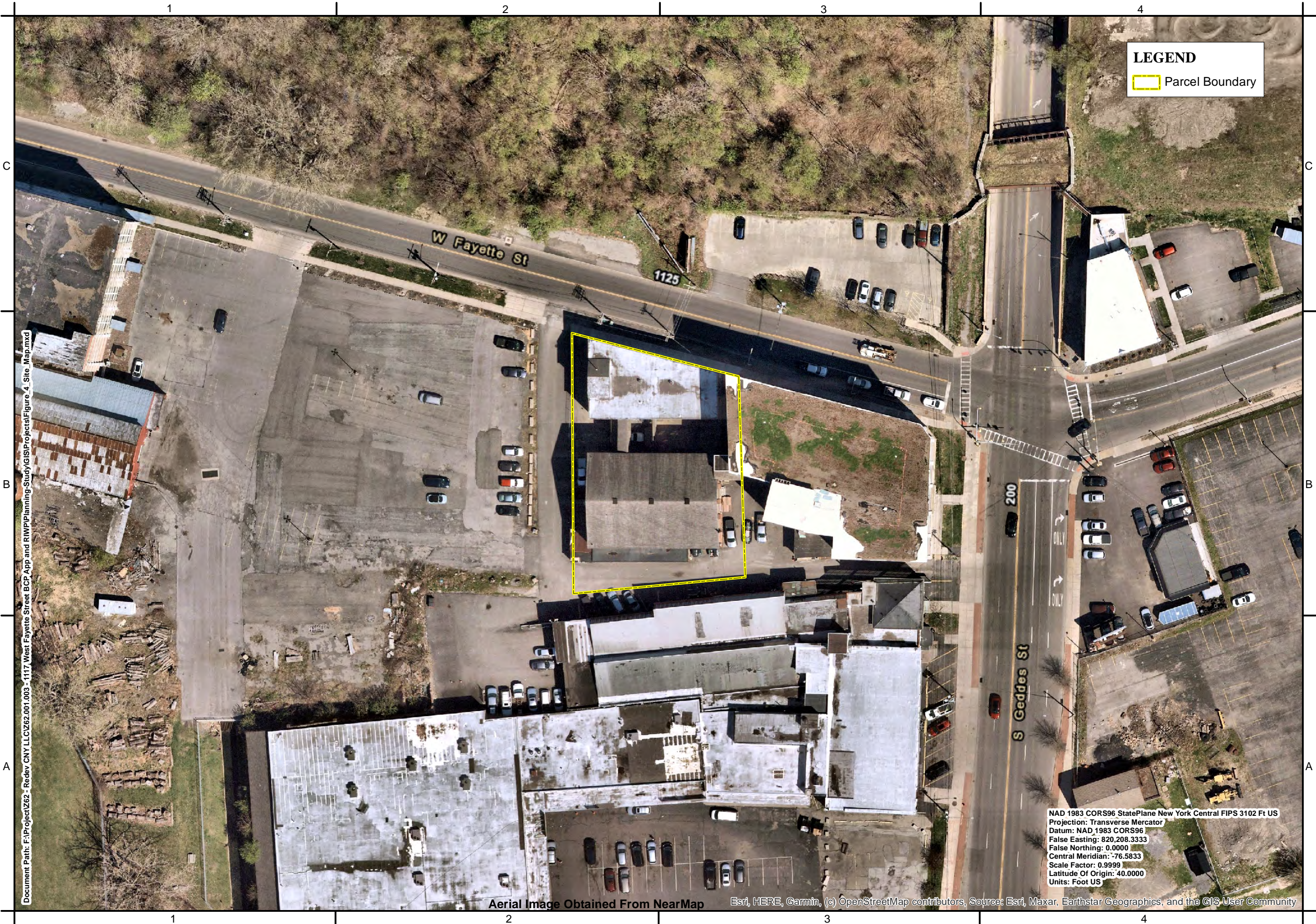
**ONONDAGA  
COUNTY  
TAX  
MAP**

**Figure 3**

Document Path: C:\Users\lrandall\Documents\ArcGIS\Projects\MyProject24\MyProject24.aprx

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US  
Projection: Transverse Mercator  
Datum: NAD 1983 CORS96  
False Easting: 820,208.3333  
False Northing: 0.0000  
Central Meridian: -76.5833  
Scale Factor: 0.9999  
Latitude Of Origin: 40.0000  
Units: Foot US





**LEGEND**

Parcel Boundary



C&S Engineers, Inc.  
499 Col. Eileen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
www.cses.com



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Feet  
1 inch = 60 feet

**Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York**

PROJECT NO:	Z62.001.003
DATE:	October 2022
SCALE:	AS SHOWN
DRAWN BY:	WR
DESIGNED BY:	WR
CHECKED BY:	MLW

Modified: 10/16/2022 @ 4:18:59 PM

**SITE  
MAP**

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US  
Projection: Transverse Mercator  
Datum: NAD 1983 CORS96  
False Easting: 820,208.3333  
False Northing: 0.0000  
Central Meridian: -76.5833  
Scale Factor: 0.9999  
Latitude Of Origin: 40.0000  
Units: Foot US

Aerial Image Obtained From NearMap Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Document Path: F:\Project\Z62 - Redev CNY LLC\Z62.001.003 - 1117 West Fayette Street BCP App and RWP\Planning-Study\GIS\Projects\Figure 4\_Site\_Map.mxd

**Figure 4**

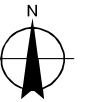




Document Path: F:\Project\Z62 - Redev CNY LLC\Z62.001.003 - 1117 West Fayette Street BCP App and RIWP\Planning-Study\GIS\Projects\Figure 8\_Adjacent\_Properties.mxd



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499 Col. Eileen Collins Blvd.  
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Fax: 315-455-9667  
www.cses.com



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Feet  
1 inch = 100 feet

**Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York**

PROJECT NO:	Z62.001.003
DATE:	October 2022
SCALE:	AS SHOWN
DRAWN BY:	WR
DESIGNED BY:	WR
CHECKED BY:	MLW

Modified: 10/16/2022 @ 4:42:00 PM

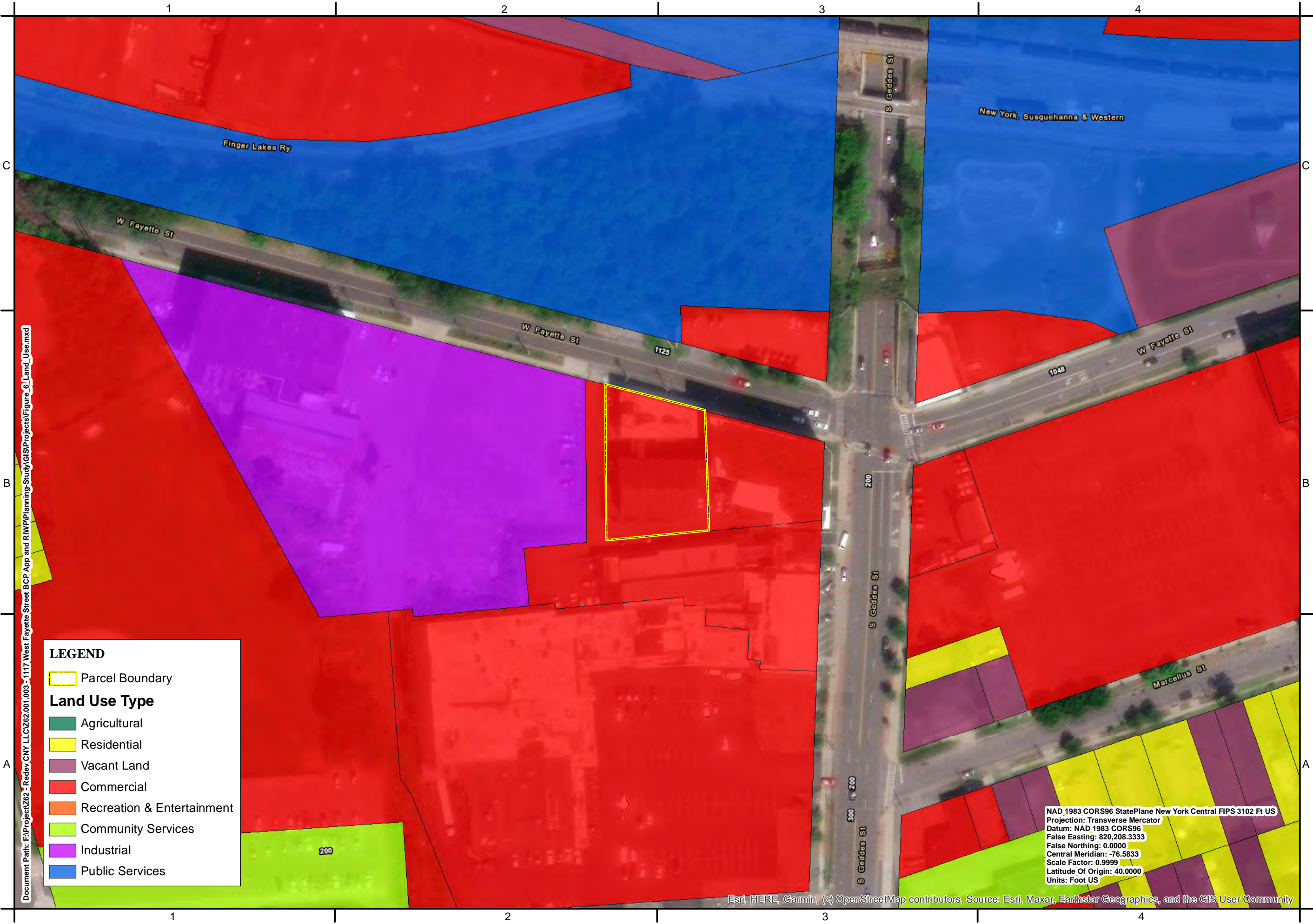
**ADJACENT  
PROPERTIES**

**Figure 5**

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US  
Projection: Transverse Mercator  
Datum: NAD 1983 CORS96  
False Easting: 820,208.3333  
False Northing: 0.0000  
Central Meridian: -76.5833  
Scale Factor: 0.9999  
Latitude Of Origin: 40.0000  
Units: Foot US

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community





Document Path: F:\ProjectZ62 - Redev CNY LLC\Z62.001.003 - 1117 West Fayette Street BCP App and RIWP\Planning-Study\GIS\Projects\Figure 6\_Land\_Use.mxd

**LEGEND**

Parcel Boundary

**Land Use Type**

Agricultural

Residential

Vacant Land

Commercial

Recreation & Entertainment

Community Services

Industrial

Public Services

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US  
Projection: Transverse Mercator  
Datum: NAD 1983 CORS96  
False Easting: 820,208.3333  
False Northing: 0.0000  
Central Meridian: -76.5833  
Scale Factor: 0.9999  
Latitude Of Origin: 40.0000  
Units: Foot US



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Feet  
1 inch = 100 feet

**Brownfield Cleanup Program Application  
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1117 West Fayette Street  
Syracuse, Onondaga County, New York**

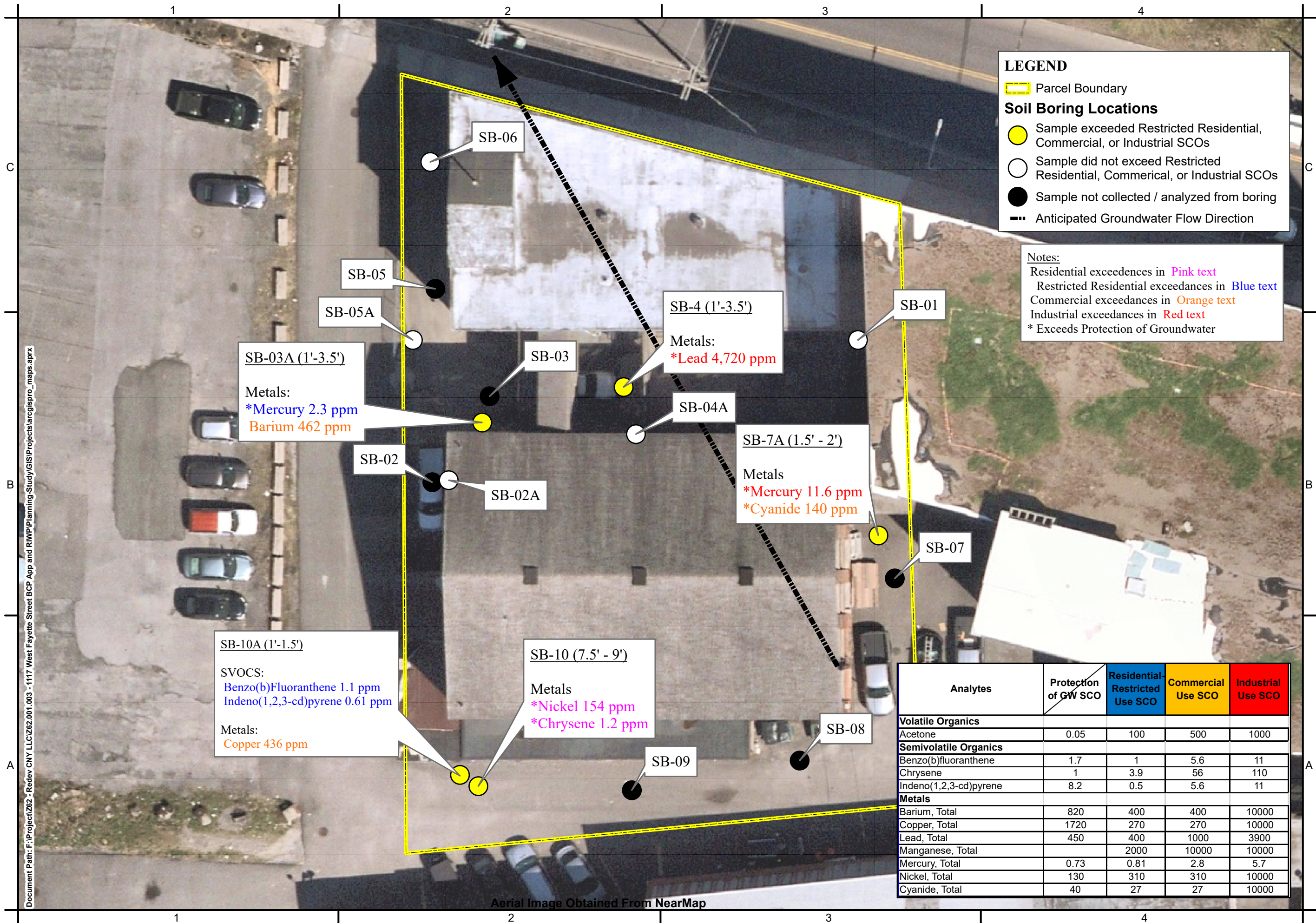
PROJECT NO:	Z62.001.003
DATE:	November 2022
SCALE:	AS SHOWN
DRAWN BY:	WR
DESIGNED BY:	WR
CHECKED BY:	MLW

Modified: 11/03/22 @ 9:00:00 AM

**LAND  
USE**

**Figure 6**





Document Path: F:\Project\262 - Redev CNY LLC\262.001.003 - 1117 West Fayette Street BCP App and RWP\Planning-Study\GIS\Projects\arcgispro\_maps.aprx

Aerial Image Obtained From NearMap

LEGEND

Parcel Boundary

Soil Boring Locations

- Sample exceeded Restricted Residential, Commercial, or Industrial SCOs
- Sample did not exceed Restricted Residential, Commercial, or Industrial SCOs
- Sample not collected / analyzed from boring
- Anticipated Groundwater Flow Direction

Notes:

Residential exceedences in Pink text  
Restricted Residential exceedences in Blue text  
Commercial exceedences in Orange text  
Industrial exceedences in Red text  
\* Exceeds Protection of Groundwater

Analytes	Protection of GW SCO	Residential-Restricted Use SCO	Commercial Use SCO	Industrial Use SCO
<b>Volatile Organics</b>				
Acetone	0.05	100	500	1000
<b>Semivolatile Organics</b>				
Benzo(b)fluoranthene	1.7	1	5.6	11
Chrysene	1	3.9	56	110
Indeno(1,2,3-cd)pyrene	8.2	0.5	5.6	11
<b>Metals</b>				
Barium, Total	820	400	400	10000
Copper, Total	1720	270	270	10000
Lead, Total	450	400	1000	3900
Manganese, Total		2000	10000	10000
Mercury, Total	0.73	0.81	2.8	5.7
Nickel, Total	130	310	310	10000
Cyanide, Total	40	27	27	10000



C&S Engineers, Inc.  
499 Col. Ellen Collins Blvd.  
Syracuse, New York 13212  
Phone: 315-455-2000  
Fax: 315-455-9667  
www.cses.com



0 20 Feet

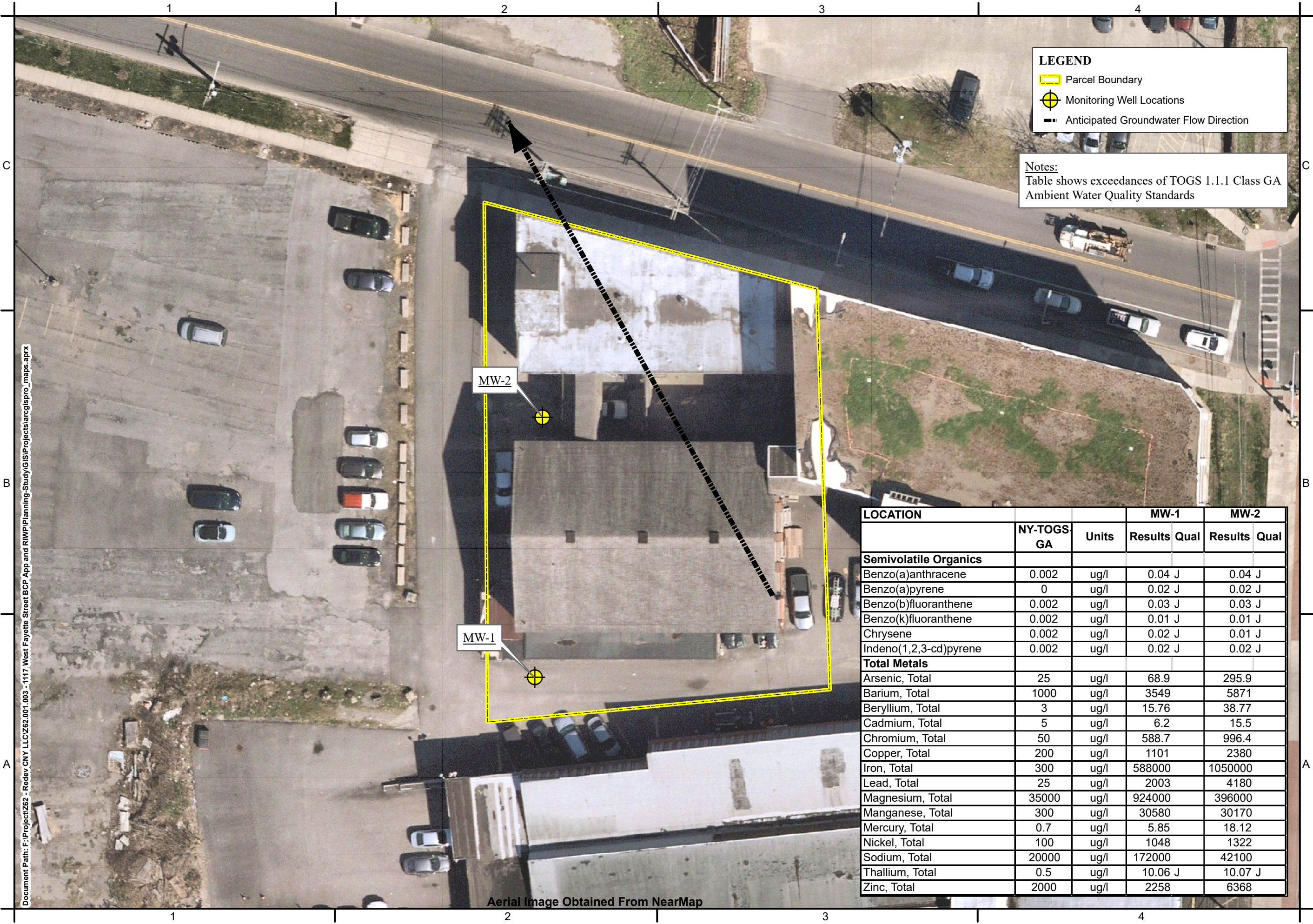
Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York

PROJECT NO: Z62.001.003  
DATE: February 2023  
SCALE: AS SHOWN  
DRAWN BY: WR  
DESIGNED BY: WR  
CHECKED BY: MLW

SOIL  
SAMPLING  
RESULTS

Figure 7





Document Path: F:\Project\262 - Redev CNY LLC\262.001.003 - 1117 West Fayette Street BCP App and RIWP\Planning-Study\GIS\Projects\arcgispro\_maps.aprx

**LEGEND**  

Parcel Boundary

Monitoring Well Locations

Anticipated Groundwater Flow Direction

**Notes:**  
Table shows exceedances of TOGS 1.1.1 Class GA Ambient Water Quality Standards



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0 30 Feet

Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York

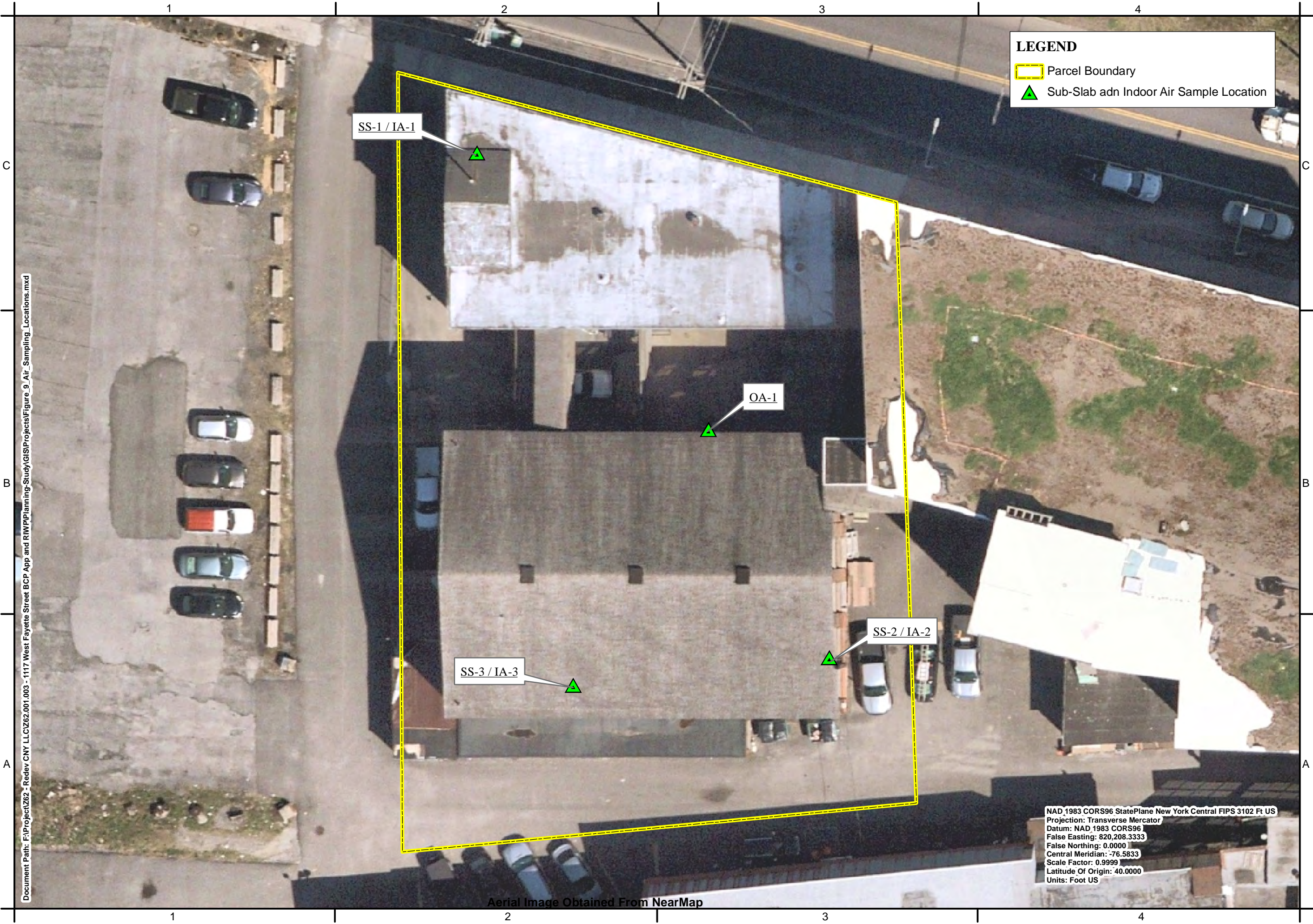
PROJECT NO:	Z62.001.003
DATE:	February 2023
SCALE:	AS SHOWN
DRAWN BY:	WR
DESIGNED BY:	WR
CHECKED BY:	MLW

GROUNDWATER  
SAMPLING  
RESULTS

Figure 8

LOCATION	NY-TOGS- GA	Units	MW-1		MW-2	
			Results	Qual	Results	Qual
<b>Semivolatile Organics</b>						
Benzo(a)anthracene	0.002	ug/l	0.04 J		0.04 J	
Benzo(a)pyrene	0	ug/l	0.02 J		0.02 J	
Benzo(b)fluoranthene	0.002	ug/l	0.03 J		0.03 J	
Benzo(k)fluoranthene	0.002	ug/l	0.01 J		0.01 J	
Chrysene	0.002	ug/l	0.02 J		0.01 J	
Indeno(1,2,3-cd)pyrene	0.002	ug/l	0.02 J		0.02 J	
<b>Total Metals</b>						
Arsenic, Total	25	ug/l	68.9		295.9	
Barium, Total	1000	ug/l	3549		5871	
Beryllium, Total	3	ug/l	15.76		38.77	
Cadmium, Total	5	ug/l	6.2		15.5	
Chromium, Total	50	ug/l	588.7		996.4	
Copper, Total	200	ug/l	1101		2380	
Iron, Total	300	ug/l	588000		1050000	
Lead, Total	25	ug/l	2003		4180	
Magnesium, Total	35000	ug/l	924000		396000	
Manganese, Total	300	ug/l	30580		30170	
Mercury, Total	0.7	ug/l	5.85		18.12	
Nickel, Total	100	ug/l	1048		1322	
Sodium, Total	20000	ug/l	172000		42100	
Thallium, Total	0.5	ug/l	10.06 J		10.07 J	
Zinc, Total	2000	ug/l	2258		6368	





**LEGEND**

Parcel Boundary

Sub-Slab and Indoor Air Sample Location



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0 20  
Feet  
1 inch = 20 feet

**Brownfield Cleanup Program Application  
for  
1117 West Fayette Street  
Syracuse, Onondaga County, New York**

PROJECT NO:	Z62.001.003
DATE:	November 2022
SCALE:	AS SHOWN
DRAWN BY:	WR
DESIGNED BY:	WR
CHECKED BY:	MLW

Modified: 11/03/22 @ 1:18:50 PM

**AIR  
SAMPLING  
LOCATION  
MAP**

NAD 1983 CORS96 StatePlane New York Central FIPS 3102 Ft US  
Projection: Transverse Mercator  
Datum: NAD 1983 CORS96  
False Easting: 820,208.3333  
False Northing: 0.0000  
Central Meridian: -76.5833  
Scale Factor: 0.9999  
Latitude Of Origin: 40.0000  
Units: Foot US


**Figure 9**



# Tables

1117 West Fayette Street Limited Site Investigation  
Table 1  
Soil Sample Data Summary

Location							SB-01 (12.5-15)		SB-02A(0.5-5)		SB-03A(1-3.5)		SB-04 (1-3.5)		SB-04A(0.5-1.5)		SB-05A(1-3)		SB-06 (1-5)		SB-07A(1.5-2)		SB-10 (7.5-9)		SB-10A(1-1.5)		
Sample Date							8/2/2022		9/6/2022		9/6/2022		8/2/2022		9/6/2022		9/6/2022		8/2/2022		9/6/2022		8/2/2022		9/6/2022		
Lab Sample ID							L2241428-06		L2248271-02		L2248271-03		L2241428-05		L2248271-05		L2248271-06		L2241428-04		L2248271-01		L2241428-03		L2248271-04		
Sample Type							Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		Subsurface Soil		
Sample Depth (ft)							12.5-15		0.5-5		1-3.5		1-3.5		0.5-1.5		1-3		1-5		1.5-2		7.5-9		1-1.5		
	Protection of GW SCO	Unrestricted Use SCO	Residential Use SCO	Residential-Restricted Use SCO	Commercial Use SCO	Industrial Use SCO	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	
Volatile Organics																											
Chloroform		0.37	10	49	350	700	0.00024 J		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Tetrachloroethene		1.3	5.5	19	150	300			-	-	-	-	-	-	-	-	-	-	-	-	-	0.00061	-	-	-	-	
Ethylbenzene		1	30	41	390	780			-	-	-	-	-	-	-	-	-	-	-	-	-	0.00039 J	-	-	-	-	
Trichloroethene		0.47	10	21	200	400	0.00042 J		-	-	-	-	-	-	-	-	-	-	-	-	-	0.00027 J	-	-	-	-	
Acetone	0.05	0.05	100	100	500	1000			-	-	-	-	-	-	-	-	-	-	-	-	-	0.057	-	-	-	-	
2-Butanone		0.12	100	100	500	1000			-	-	-	-	-	-	-	-	-	-	-	-	-	0.012	-	-	-	-	
n-Butylbenzene		12	100	100	500	1000			-	-	-	-	-	-	-	-	-	-	-	-	-	0.00072 J	-	-	-	-	
sec-Butylbenzene		11	100	100	500	1000			-	-	-	-	-	-	-	-	-	-	-	-	-	0.00063 J	-	-	-	-	
n-Propylbenzene		3.9	100	100	500	1000			-	-	-	-	-	-	-	-	-	-	-	-	-	0.00037 J	-	-	-	-	
Semivolatile Organics																											
Acenaphthene		20	100	100	500	1000			0.035 J		0.098 J		0.054 J		0.051 J		0.024 J		0.031 J							0.048 J	
Fluoranthene		100	100	100	500	1000			1.2		0.98		1.4		0.51		0.93		0.62		0.31		0.59		1.5		
Naphthalene		12	100	100	500	1000			0.21		0.066 J		0.085 J		0.26		0.09 J		0.05 J		0.024 J				0.09 J		
Benzo(a)anthracene		1	1	1	5.6	11			0.58		0.37		0.82		0.27		0.52		0.37		0.16		0.99		0.8		
Benzo(a)pyrene		1	1	1	1	1.1			0.65		0.47		0.65		0.23		0.49		0.4		0.28		0.27 J		0.79		
Benzo(b)fluoranthene	1.7	1	1	1	5.6	11			0.75		0.58		0.74		0.29		0.6		0.44		0.3		0.38 J		1.1		
Benzo(k)fluoranthene		0.8	1	3.9	56	110			0.22		0.19		0.22		0.077 J		0.18		0.18		0.096 J				0.29		
Chrysene	1	1	1	3.9	56	110			0.58		0.38		0.87		0.28		0.53		0.4		0.17		1.2		0.79		
Acenaphthylene		100	100	100	500	1000			0.055 J								0.059 J		0.046 J		0.042 J				0.1 J		
Anthracene		100	100	100	500	1000			0.21		0.2		0.19		0.1 J		0.12		0.1 J		0.058 J		0.22 J		0.18		
Benzo(ghi)perylene		100	100	100	500	1000			0.33		0.29		0.39		0.15 J		0.34		0.24		0.16		0.14 J		0.54		
Fluorene		30	100	100	500	1000			0.04 J		0.1 J		0.054 J		0.054 J		0.03 J		0.034 J				0.11 J		0.051 J		
Phenanthrene		100	100	100	500	1000			0.78		1		1.1		0.67		0.53		0.43		0.23		0.29 J		0.78		
Dibenzo(a,h)anthracene		0.33	0.33	0.33	0.56	1.1			0.074 J		0.057 J		0.088 J		0.031 J		0.076 J		0.054 J		0.032 J				0.1 J		
Indeno(1,2,3-cd)pyrene	8.2	0.5	0.5	0.5	5.6	11			0.37		0.32		0.41		0.16 J		0.38		0.28		0.16		0.17 J		0.61		
Pyrene		100	100	100	500	1000			1		0.8		1.6		0.52		0.87		0.57		0.25		0.95		1.4		
Dibenzofuran		7	14	59	350	1000			0.061 J		0.097 J		0.039 J		0.14 J		0.035 J		0.031 J						0.053 J		
Metals																											
Arsenic, Total		13	16	16	16	16	2.42		10.8		8.13		9.56		6.81		8.86		7.16		8.57		5.68		7.23		
Barium, Total	820	350	350	400	400	10000	12.1		372		462		88.2		53.6		96.1		50.1		79.5		47.4		85.1		
Beryllium, Total		7.2	14	72	590	2700	0.126 J		0.43		0.353		0.342		0.374		0.331 J		0.302 J		0.15 J		0.217 J		0.215		
Cadmium, Total		2.5	2.5	4.3	9.3	60	0.104 J		1.98		1.02		0.614		0.505		1.45		0.558 J		1.41		0.318 J		1.85		
Chromium, Total							5.58		13.1		15.5		20.3		17		13.5		10.1		13.9		22.1		12.9		
Chromium, Trivalent		30	36	180	1500	6800	5.6		-	-	-	-	20		-	-	-	-	10		-	-	22		-	-	
Copper, Total	1720	50	270	270	270	10000	9.72		106		51.5		42.4		24		67		37.7		148		54.9		436		
Lead, Total	450	63	400	400	1000	3900	3.29		383		360		4720		43.1		193		78.4		150		108		95.2		
Manganese, Total		1600	2000	2000	10000	10000	176		291		290		200		72.6		273		251		231		239		278		
Mercury, Total	0.73	0.18	0.81	0.81	2.8	5.7			0.623		2.32		0.292		0.149		0.638		0.549		1.16		0.22		0.568		
Nickel, Total	130	30	140	310	310	10000	7.56		10.1		12.8		16.3		8.13		11.9		11		73.8		154		20.6		
Selenium, Total		3.9	36	180	1500	6800			0.158 J		0.274 J		1		0.17 J				1.38 J		0.48 J				0.306 J		
Silver, Total		2	36	180	1500	6800			0.226 J																		
Zinc, Total	2480	109	2200	10000	10000	10000	20.3		602		373		50.7		40.9		156		67		62		89.3		377		
General Chemistry																											
Solids, Total (%)							86.9		83.5		79.1		77.8		78.6		85.1		84.9		82.1		83.9		91.6		
Cyanide, Total	40	27	27	27	27	10000									0.9 J		0.35 J				140		15		0.61 J		

**Notes:**  
- Results and soil cleanup objectives (SCO) in mg/kg  
- Analytical data compared to NYSDEC Part 375-6  
- Highlighted color indicates the respective use SCO(s) exceeded. Use type SCOs are listed from left to right from most restrictive to least restrictive.  
 Slash indicates exceedance of Protection of Groundwater SCO  
- Blank space indicates that a SCO does not exist OR analyte was not detected above laboratory detection limits.  
- "J" indicates estimated concentration.  
- "--" indicates that analysis was not performed.

1117 West Fayette Street Limited Site Investigation

Table 2

Groundwater Data Summary

LOCATION			MW-1		MW-2	
SAMPLING DATE			8/2/2022		8/2/2022	
LAB SAMPLE ID			L2241428-01		L2241428-02	
SAMPLE TYPE			WATER		WATER	
	NY-TOGS- GA	Units	Results	Qual	Results	Qual
Volatile Organics						
Trichloroethene	5	ug/l	0.76			
Acetone	50	ug/l	2.3 J		5.7	
Semivolatile Organics						
Bis(2-ethylhexyl)phthalate	5	ug/l	1.7 J			
Butyl benzyl phthalate	50	ug/l	2.1 J			
Di-n-butylphthalate	50	ug/l	0.45 J			
Diethyl phthalate	50	ug/l	0.43 J		0.43 J	
Acenaphthene	20	ug/l	0.05 J			
Fluoranthene	50	ug/l	0.04 J		0.02 J	
Benzo(a)anthracene	0.002	ug/l	0.04	J	0.04	J
Benzo(a)pyrene	0	ug/l	0.02	J	0.02	J
Benzo(b)fluoranthene	0.002	ug/l	0.03	J	0.03	J
Benzo(k)fluoranthene	0.002	ug/l	0.01	J	0.01	J
Chrysene	0.002	ug/l	0.02	J	0.01	J
Anthracene	50	ug/l	0.02 J			
Benzo(ghi)perylene		ug/l	0.02 J		0.02 J	
Fluorene	50	ug/l	0.03 J			
Phenanthrene	50	ug/l	0.1 J			
Indeno(1,2,3-cd)pyrene	0.002	ug/l	0.02	J	0.02	J
Pyrene	50	ug/l	0.03 J			
2-Methylnaphthalene		ug/l	0.02 J			
Total Metals						
Aluminum, Total		ug/l	258000		679000	
Arsenic, Total	25	ug/l	68.9		295.9	
Barium, Total	1000	ug/l	3549		5871	
Beryllium, Total	3	ug/l	15.76		38.77	
Cadmium, Total	5	ug/l	6.2		15.5	
Calcium, Total		ug/l	2840000		984000	
Chromium, Total	50	ug/l	588.7		996.4	
Cobalt, Total		ug/l	529.3		578.2	
Copper, Total	200	ug/l	1101		2380	
Iron, Total	300	ug/l	588000		1050000	
Lead, Total	25	ug/l	2003		4180	
Magnesium, Total	35000	ug/l	924000		396000	
Manganese, Total	300	ug/l	30580		30170	
Mercury, Total	0.7	ug/l	5.85		18.12	
Nickel, Total	100	ug/l	1048		1322	
Potassium, Total		ug/l	45400		80200	
Sodium, Total	20000	ug/l	172000		42100	
Thallium, Total	0.5	ug/l	10.06	J	10.07	J
Vanadium, Total		ug/l	415.1		1156	
Zinc, Total	2000	ug/l	2258		6368	

- Notes:**
- Analytical results compared to NYSDEC Division of Water Technical and Operational Guidance Series (1.1.1) Ambient Water Quality Standards and Guidance Values.
  - Highlighted cell indicates the respective groundwater limitation exceeded.
  - Blank space indicates that a threshold does not exist OR analyte was not detected above laboratory detection limits.
  - "J" indicates the analyte was positively identified; the associated numerical value is the approximate concentration of the analyte in the sample.

1117 West Fayette Street Limited Site Investigation  
Table 3  
Soil Vapor Intrusion Data Summary

LOCATION			IA-1		SS-1		IA-2		SS-2		IA-3		SS-3		OA-1	
SAMPLING DATE			8/1-2/22		8/1-2/22		8/1-2/22		8/1-2/22		8/1-2/22		8/1-2/22		8/1-2/22	
LAB SAMPLE ID			C2208008-002A		C2208008-001A		C2208008-004A		C2208008-003A		C2208008-006A		C2208008-005A		C2208008-007A	
SAMPLE TYPE			INDOOR AIR		SUBSLAB AIR		INDOOR AIR		SUBSLAB AIR		INDOOR AIR		SUBSLAB AIR		OUTDOOR AIR	
	NYSDOH Guidance Value	Units	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual	Results	Qual
<b>Volatile Organics</b>																
Methylene chloride	60	ug/m3	0.78		1.3		0.72		1.1		0.47		0.95		0.86	
Polychlorinated Biphenyls	1	ug/m3	--		--		--		--		--		--		--	
Tetrachlorodibenzo-p-dioxin equivalents	0.00001	ug/m3	--		--		--		--		--		--		--	
Tetrachloroethylene	30	ug/m3			0.45											
Trichloroethene	2	ug/m3	0.07		0.12		0.09				0.07				0.06	

**Notes:**

- Analytical results compared to NYSDOH Final Guidance for Evaluating Soil Vapor Intrusion in the State of New York, October 2006. Only those analytes with accompanying NYSDOH guidance values are shown.
- Results and guidance in ug/m3
- Paired sample locations are IA-1 / SS-1, IA-2 / SS-2, and IA-3 / SS-3.
- Highlighted cell indicates the respective guidance value exceeded.
- "-" indicates analysis not performed.
- Blank space indicates analyte not detected at a concentration greater than laboratory detection limits.

**1117 West Fayette Street Limited Site Investigation**

**Table 4**  
**Indoor Air Sampling Data Summary**

<b>Petroleum-Related VOC</b>	<b>MDEQ</b>	<b>NJDEP</b>	<b>IA-1</b>	<b>IA-2</b>	<b>IA-3</b>
1,2,4-trimethylbenzene	230		0.16	0.72	0.84
1,3,5-trimethylbenzene	230			0.33	0.36
Benzene	3.3	2	0.11	1.2	1.4
Ethylbenzene	87	2		0.61	0.75
m,p xylene	100	100	0.31	2.3	2.8
o xylene	100	100	0.13	0.82	1.0
Toluene	5200	5200	0.71	4.7	5.9

**Notes:**

Units are  $\mu\text{g}/\text{m}^3$

- Blank space indicates that a standard does not exist OR analyte was not detected above laboratory detection limits.

Michigan DEQ = Vapor Intrusion Indoor Air Screening Level cited in *MDEQ Guidance Document for the Vapor Intrusion Pathway*, dated May 2013.

NJDEP = NJDEP Master Table, Generic Vapor Intrusion Screening Levels, Indoor Air Screening Level for Residential Use, dated March 2013.



Attachment A

Site Assessment / Investigation  
Documentation

## Attachment B

# NYSDOS Database of Entities Printout & Corporate Resolution

**UNANIMOUS WRITTEN CONSENT  
OF THE MANAGERS ADHV REDEV LLC**

WHEREAS BNZ1117, LLC, a New York limited liability company, and CASE1117, LLC, a New York limited liability company, and Dannon Realty, LLC, a New York limited liability company, together the "Company", has purchased a certain real property located at 1117 W Fayette Street, Syracuse, New York (the "Property"); and

WHEREAS the Company intends to develop the Property as housing and in connection with that development the Company anticipates the need for certain environmental remediation for the Property; and

WHEREAS the Company desires to have the Property accepted into the New York State Brownfield Cleanup Program ("BCP").

NOW THEREFORE, in furtherance of the foregoing, the undersigned, being all of the Managers of hereby consent to the adoption of the following Resolutions and direct that this Unanimous Written Consent be filed with the minutes of the Company:


RESOLVED, that Ryan Benz (an "Authorized Person") be, and hereby is, authorized, directed, and empowered, in the name or on behalf of the Company, to execute the Brownfield Cleanup Program Application, the BCP Agreement, or any other documents or agreements necessary to enter and participate in the New York State Department of Environmental Conservation's Brownfield Cleanup Program (Environmental Conservation Law Article 27, Title 14) for the Property; and be it further

RESOLVED, that the Authorized Person is hereby authorized, empowered and directed to take all such action on behalf of the Company as he may deem necessary, appropriate or advisable to carry out the intent and purposes of the foregoing resolutions; and be it further

RESOLVED, that any prior acts of any Manager of the Company, and of any persons designated and authorized to act by any Manager of the Company, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby ratified, confirmed, approved and adopted as acts of the Company.

Signatures on following page.

Date: 12-2-22

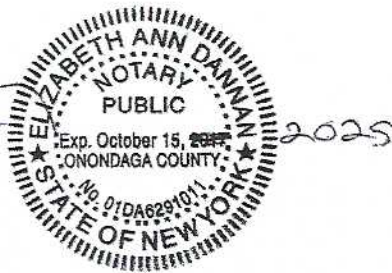
Name: 

State of New York  
County of Onondaga

On the 2 day of December the year 2022, before me the undersigned, a Notary Public in and for the said state, personally appeared Richard T Dannon personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

State of New York  
County of Onondaga





Date: 12/12/22

Name: Stephen F. Case II

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

State of New York  
County of Onondaga

**MARIO ROMEO GARCIA**  
**NOTARIO**  
Via Augusta, 4 - 2º  
08006 BARCELONA  
Tel. 93 467 48 60  
Fax 93 467 48 61

On the \_\_\_\_ day of December the year 2022, before me the undersigned, a Notary Public in and for the said state, personally appeared STEPHEN F. CASE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Yo, **MARIO ROMEO GARCIA**, Notario del Ilustre Colegio de Cataluña, con residencia en esta ciudad, DOY  
FE: \_\_\_\_\_

Que considero legitima la firma y rúbrica que figura en el anverso de esta hoja, de DON STEPHEN FRANCIS CASE II, de nacionalidad estadounidense, a quien he identificado mediante su pasaporte número 526301568 vigente, actuando en su propio nombre, por haber sido puesta a mi presencia, legitimación que declaro para surtir sus efectos únicamente fuera de España, en particular para ESTADOS UNIDOS DE AMERICA, de conformidad con lo dispuesto en el Artículo 207.2 del Reglamento Notarial, de todo lo cual dejo constancia en el acta autorizada con esta misma fecha, número -1490- del Protocolo. Barcelona a doce de diciembre de dos mil veintidos.



FE PÚBLICA  
NOTARIAL



NIHIL PRIUS FID  
A12250474

0270328796

Date: 12/12/22

Name:

Ryan Benz  
BENZ 7, LLC

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

State of New York  
County of Onondaga

On the 12 day of December the year 2022, before me the undersigned, a Notary Public in and for the said state, personally appeared Ryan Benz personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BROOKE FRALICK  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01FR6396128  
Qualified in Oswego County  
Commission Expires August 12, 2023

[Signature]  
Notary Public

State of New York  
County of Onondaga

On the \_\_\_ day of December the year 2022, before me the undersigned, a Notary Public in and for the said state, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

State of New York  
County of Onondaga

# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: BNZ1117, LLC	DOS ID: 6611767
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 10/10/2022	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 10/10/2022	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: ONONDAGA	NEXT STATEMENT DUE DATE: 10/31/2024
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

**Name:** BNZ1117, LLC

**Address:** 321 S SALINA STREET, 1ST FLOOR, SYRACUSE, NY, UNITED STATES, 13202

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

**Address:**

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share



# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details



<b>ENTITY NAME:</b> CASE1117, LLC	<b>DOS ID:</b> 6632043
<b>FOREIGN LEGAL NAME:</b>	<b>FICTITIOUS NAME:</b>
<b>ENTITY TYPE:</b> DOMESTIC LIMITED LIABILITY COMPANY	<b>DURATION DATE/LATEST DATE OF DISSOLUTION:</b>
<b>SECTIONOF LAW:</b> LIMITED LIABILITY COMPANY LAW - 203 LIMITED LIABILITY COMPANY LAW - LIMITED LIABILITY COMPANY LAW	<b>ENTITY STATUS:</b> ACTIVE
<b>DATE OF INITIAL DOS FILING:</b> 11/01/2022	<b>REASON FOR STATUS:</b>
<b>EFFECTIVE DATE INITIAL FILING:</b> 11/01/2022	<b>INACTIVE DATE:</b>
<b>FOREIGN FORMATION DATE:</b>	<b>STATEMENT STATUS:</b> CURRENT
<b>COUNTY:</b> ONONDAGA	<b>NEXT STATEMENT DUE DATE:</b> 11/30/2024
<b>JURISDICTION:</b> NEW YORK, UNITED STATES	<b>NFP CATEGORY:</b>

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

**Name:** CASE1117, LLC

**Address:** 155 XAVIER CIRCLE, SYRACUSE, NY, UNITED STATES, 13210

Chief Executive Officer's Name and Address

**Name:**

**Address:**

Principal Executive Office Address

**Address:**

Registered Agent Name and Address

**Name:**

**Address:**

Entity Primary Location Name and Address

**Name:**

**Address:**

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

# Department of State

## Division of Corporations

### Entity Information

Return to Results

Return to Search

Entity Details



ENTITY NAME: DANNAN REALTY, LLC	DOS ID: 5721259
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTIONOF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 03/04/2020	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 03/04/2020	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: ONONDAGA	NEXT STATEMENT DUE DATE: 03/31/2022
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

- ENTITY DISPLAY
- NAME HISTORY
- FILING HISTORY
- MERGER HISTORY
- ASSUMED NAME HISTORY

Service of Process Name and Address

Name: THE LLC

Address: 3985 POMPEY HOLLOW ROAD, CAZENOVIA, NY, UNITED STATES, 13035

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

Attachment C  
Current Deed

Lisa Dell, County Clerk  
401 Montgomery Street  
Room 200  
Syracuse, NY 13202  
(315) 435-2229

## Onondaga County Clerk Recording Cover Sheet

Received From :  
CSC

Return To :  
CSC

Method Returned : ERECORDING

**First PARTY 1**

NESTFIRST LLC

**First PARTY 2**

BNZ1117 LLC

Index Type : Land Records

Instr Number : 2022-00046456

Book : Page :

Type of Instrument : Deed

Type of Transaction : Deed Comm Or Vacant

Recording Fee: \$312.00

Recording Pages : 3

The Property affected by this instrument is situated in Syracuse, in the  
County of Onondaga, New York

**Real Estate Transfer Tax**

RETT # : 4094

Deed Amount : \$609,375.00

RETT Amount : \$2,438.00

Total Fees : \$2,750.00

State of New York

County of Onondaga

I hereby certify that the within and foregoing was  
recorded in the Clerk's office for Onondaga  
County, New York

On (Recorded Date) : 11/17/2022

At (Recorded Time) : 9:49:47 AM



Lisa Dell, County Clerk



2

THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER THE SUPERVISION OF AN ATTORNEY.

**THIS INDENTURE**, made the 1 day of November, 2022.

**BETWEEN**

NESTFIRST LLC, a New York limited liability company, having an address of  
128 W. Manlius Street, East Syracuse, NY 13057,

grantor

BNZ1117, LLC as to a 42.5% interest, Dannan Realty, LLC as to a 15% interest, and  
Case1117, LLC as to a 42.5% interest  
c/o 321 S. Salina Street, 1<sup>st</sup> Floor, Syracuse, NY 13202,

grantee

**WITNESSETH**, that the grantor, in consideration of One and 00/100 (\$1.00) Dollars, paid by the grantee,  
hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND as described on Schedule A attached hereto and made a part  
hereof.

SUBJECT to easements, covenants and restrictions of record, if any.

BEING the same premises conveyed to the Grantor herein by Warranty Deed dated January 28, 2022 and  
recorded in the Onondaga County Clerk's Office on February 1, 2022 as Instrument No. 2022-00004426.

THIS CONVEYANCE does not constitute all or substantially all of the assets of the Grantor herein and is made  
in the ordinary course of business.

**TOGETHER** with the appurtenances and all the estate and rights of the grantor in and to said premises.  
**TO HAVE AND TO HOLD** the premises herein granted unto the grantee, the heirs or successors and assigns  
of the grantee forever, **AND** the said grantor covenants that the grantor has not done or suffered anything  
whereby the said premises have been encumbered in any way whatever. This deed is subject to the trust  
provisions of Section 13 of the Lien Law.

The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this  
deed so requires.

**IN WITNESS WHEREOF**, the grantor has executed this deed the day and year first above written.

*In presence of:*

NESTFIRST LLC

By: Esmir Omerovic L.S.  
Esmir Omerovic, Authorized Member

STATE OF NEW YORK       )  
COUNTY OF ONONDAGA    )

On the 1 day of Nov in the year 2022 before me, the undersigned, a Notary Public in and for said  
State, personally appeared Esmir Omerovic 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

**MARK D. FARCHIONE**  
Notary Public-State of New York  
No. 4867593  
Qualified in Onondaga County  
Commission Expires July 21, 2026

SCHEDULE A

of L 19, 20, 21 White Map Syr SW

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, Onondaga County, New York, and being part of Farm Lot 261 of the late Onondaga Salt Springs Reservation now in the City of Syracuse, New York, and more particularly described as follows: Beginning at a point in the southerly line of West Fayette Street, said point being N. 75° 35' 20" W. 138.05 feet from the intersection of said line with the westerly line of South Geddes Street, and it also being at the westerly face of the wall of a five-story brick building now standing at the southwesterly corner of South Geddes and West Fayette Streets; thence S. 2° 08' 30" E. along the westerly face of said wall and the prolongation thereof 137.20 feet to a point in the northerly line of lands conveyed to Charles E. Lipe by The Straight Line Engine Company, recorded in Onondaga County Clerk's Office in Book 277 of Deeds at Page 385; thence S. 83° 15' 30" W. along said Lipe's northerly line 38.29 feet to a point where said line is intersected by the southerly line of a perpetual easement granted to United States of America by decree dated March 13, 1944; thence S. 86° 43' W. along the southerly line of said easement 77.46 feet to the southeasterly corner of lands conveyed to United States of America by decree dated April 7, 1943 and recorded in Onondaga County Clerk's Office on April 8, 1943 in Book QQ of Lis Pendens at Page 239; thence N. 0° 31' W. along the easterly line of lands of United States of America 174.79 feet to the southerly line of West Fayette Street; thence S. 75° 35' 20" E. along said southerly street line 115.44 feet to the place of beginning.

Together with the easements set forth in Deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946 and recorded in the Onondaga County Clerk's Office on March 13, 1946 in Book 1193 of Deeds at Page 520.

Together with all right, title and interest of the Grantor, if any, in and to the highway, and all gores and strips of land, easements, rights and rights of way, adjacent to or used in connection with the premises.





# Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax

See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

## Schedule A – Information relating to conveyance

Grantor/Transferor	Name (if individual, last, first, middle initial) ( <input type="checkbox"/> mark an X if more than one grantor)	Social Security number (SSN)
<input type="checkbox"/> Individual	NestFirst LLC	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	128 W. Manlius Street	
<input type="checkbox"/> Estate/Trust	City State ZIP code	Employer Identification Number (EIN)
<input type="checkbox"/> Single member LLC	E. Syracuse NY 13057	85-3960101
<input checked="" type="checkbox"/> Multi-member LLC	Single member's name if grantor is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other		
Grantee/Transferee	Name (if individual, last, first, middle initial) ( <input checked="" type="checkbox"/> mark an X if more than one grantee)	SSN
<input type="checkbox"/> Individual	BNZ1117, LLC / DANNAN REALTY, LLC / CASE1117, LLC	
<input type="checkbox"/> Corporation	Mailing address	SSN
<input type="checkbox"/> Partnership	321 S. Salina Street, 1st floor	
<input type="checkbox"/> Estate/Trust	City State ZIP code	EIN
<input checked="" type="checkbox"/> Single member LLC	Syracuse NY 13202	
<input type="checkbox"/> Multi-member LLC	Single member's name if grantee is a single member LLC (see instructions)	Single member EIN or SSN
<input type="checkbox"/> Other	See attached	

### Location and description of property conveyed

Tax map designation – Section, block & lot (include dots and dashes)	SWIS code (six digits)	Street address	City, town, or village	County
099.-03-03.0	311500	1117 W. Fayette Street	Syracuse	Onondaga

### Type of property conveyed (mark an X in applicable box)

1 <input type="checkbox"/> One- to three-family house	6 <input type="checkbox"/> Apartment building	Date of conveyance <table border="1"> <tr> <td>11</td> <td>2</td> <td>2022</td> </tr> <tr> <td>month</td> <td>day</td> <td>year</td> </tr> </table>	11	2	2022	month	day	year	Percentage of real property conveyed which is residential real property _____ 0% (see instructions)
11	2		2022						
month	day		year						
2 <input type="checkbox"/> Residential cooperative	7 <input type="checkbox"/> Office building								
3 <input type="checkbox"/> Residential condominium	8 <input type="checkbox"/> Four-family dwelling								
4 <input type="checkbox"/> Vacant land	9 <input type="checkbox"/> Other _____								
5 <input checked="" type="checkbox"/> Commercial/industrial									

### Condition of conveyance (mark an X in all that apply)

a. <input checked="" type="checkbox"/> Conveyance of fee interest	f. <input type="checkbox"/> Conveyance which consists of a mere change of identity or form of ownership or organization (attach Form TP-584.1, Schedule F)	i. <input type="checkbox"/> Option assignment or surrender
b. <input type="checkbox"/> Acquisition of a controlling interest (state percentage acquired _____ %)	g. <input type="checkbox"/> Conveyance for which credit for tax previously paid will be claimed (attach Form TP-584.1, Schedule G)	m. <input type="checkbox"/> Leasehold assignment or surrender
c. <input type="checkbox"/> Transfer of a controlling interest (state percentage transferred _____ %)	h. <input type="checkbox"/> Conveyance of cooperative apartment(s)	n. <input type="checkbox"/> Leasehold grant
d. <input type="checkbox"/> Conveyance to cooperative housing corporation	i. <input type="checkbox"/> Syndication	o. <input type="checkbox"/> Conveyance of an easement
e. <input type="checkbox"/> Conveyance pursuant to or in lieu of foreclosure or enforcement of security interest (attach Form TP-584.1, Schedule E)	j. <input type="checkbox"/> Conveyance of air rights or development rights	p. <input type="checkbox"/> Conveyance for which exemption from transfer tax claimed (complete Schedule B, Part 3)
	k. <input type="checkbox"/> Contract assignment	q. <input type="checkbox"/> Conveyance of property partly within and partly outside the state
		r. <input type="checkbox"/> Conveyance pursuant to divorce or separation
		s. <input type="checkbox"/> Other (describe) _____

For recording officer's use	Amount received	Date received	Transaction number
	Schedule B, Part 1 \$ _____		
	Schedule B, Part 2 \$ _____		

**Schedule B – Real estate transfer tax return (Tax Law Article 31)****Part 1 – Computation of tax due**

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an **X** in the Exemption claimed box, enter consideration and proceed to Part 3) ..... ☐ **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien) .....
- 3 Taxable consideration (subtract line 2 from line 1) .....
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3 .....
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G) .....
- 6 Total tax due\* (subtract line 5 from line 4) .....

1.	609375	00
2.	0	00
3.	609375	00
4.	2438	00
5.	0	00
6.	2438	00

**Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more**

- 1 Enter amount of consideration for conveyance (from Part 1, line 1) .....
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due\* (multiply line 2 by 1% (.01)) .....

1.		
2.		
3.		

**Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an **X** in all boxes that apply)**

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) ..... a ☐
- b. Conveyance is to secure a debt or other obligation..... b ☐
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c ☐
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d ☐
- e. Conveyance is given in connection with a tax sale..... e ☐
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F ..... f ☐
- g. Conveyance consists of deed of partition ..... g ☐
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h ☐
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i ☐
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j ☐
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) ..... k ☐

\* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

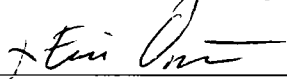
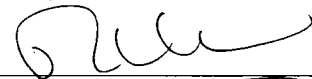
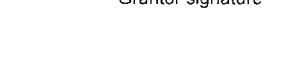

**Schedule C – Credit Line Mortgage Certificate** (Tax Law Article 11)**Complete the following only if the interest being transferred is a fee simple interest.**

This is to certify that: (mark an X in the appropriate box)

1. ☒ The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. ☐ The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
- a. ☐ The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
- b. ☐ The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
- c. ☐ The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
- d. ☐ The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.
- Note:** for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.
- e. ☐ Other (attach detailed explanation).
3. ☐ The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
- a. ☐ A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
- b. ☐ A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. ☐ The real property being transferred is subject to an outstanding credit line mortgage recorded in \_\_\_\_\_ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is \_\_\_\_\_. No exemption from tax is claimed and the tax of \_\_\_\_\_ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

**Signature (both the grantors and grantees must sign)**

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

	member		member
Grantor signature	Title	Grantee signature	Title
			Member
Grantor signature	Title	Grantee signature	Title

**Reminder:** Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

**Schedule D – Certification of exemption from the payment of estimated personal income tax** (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an **X** in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

**Part 1 – New York State residents**

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, **each** resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

**Certification of resident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

**Note:** A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

**Part 2 – Nonresidents of New York State**

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an **X** in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. **Each** nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

**Exemption for nonresident transferors/sellers**

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- ☐ The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from \_\_\_\_\_ to \_\_\_\_\_ (see instructions).  
Date Date
- ☐ The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- ☐ The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date
Signature	Print full name	Date

Attachment to TP-584

Grantees

Grantee 1:

Name: BNZ1117, LLC

Grantee Type: Single member LLC

EIN: 88-4164558

Single Member's Name: Ryan Benz

Single Member EIN: 113-76-3430

Grantee 2:

Name: Dannan Realty, LLC

Grantee Type: Single member LLC

EIN: 84-5079654

Single Member's Name: Richard T. Dannan, Jr.

Single Member EIN: 051-76-2452

Grantee 3:

Name: Case1117, LLC

Grantee Type: Single member LLC

EIN: 88-4266216

Single Member's Name: Stephen F. Case

Single Member EIN: 087-70-4830

## FOR COUNTY USE ONLY

C1. SWIS Code

C2. Date Deed Recorded

C3. Book

C4. Page

New York State Department of  
Taxation and Finance

Office of Real Property Tax Services

RP- 5217-PDF

Real Property Transfer Report (8/10)

## PROPERTY INFORMATION

1. Property  
Location

1117

\* STREET NUMBER

W. Fayette Street

\* STREET NAME

Syracuse

\* CITY OR TOWN

VILLAGE

13204

\* ZIP CODE

2. Buyer  
Name

BNZ1117, LLC

\* LAST NAME/COMPANY

Dannan Realty, LLC

FIRST NAME

Case1117, LLC

LAST NAME/COMPANY

FIRST NAME

3. Tax  
Billing  
AddressIndicate where future Tax Bills are to be sent  
if other than buyer address(at bottom of form)

LAST NAME/COMPANY

FIRST NAME

STREET NUMBER AND NAME

CITY OR TOWN

STATE

ZIP CODE

4. Indicate the number of Assessment  
Roll parcels transferred on the deed

1

# of Parcels

OR

☐ Part of a Parcel

(Only if Part of a Parcel) Check as they apply:

4A. Planning Board with Subdivision Authority Exists

☐

4B. Subdivision Approval was Required for Transfer

☐

4C. Parcel Approved for Subdivision with Map Provided

☐5. Deed  
Property  
Size

115

\* FRONT FEET

X

175

\* DEPTH

OR

\* ACRES

6. Seller  
Name

NestFirst LLC

\* LAST NAME/COMPANY

FIRST NAME

LAST NAME/COMPANY

FIRST NAME

\*7. Select the description which most accurately describes the  
use of the property at the time of sale:

F. Commercial

Check the boxes below as they apply:

8. Ownership Type is Condominium

☐

9. New Construction on a Vacant Land

☐

10A. Property Located within an Agricultural District

☐10B. Buyer received a disclosure notice indicating that the property is in an  
Agricultural District☐

## SALE INFORMATION

11. Sale Contract Date

04/22/2022

\* 12. Date of Sale/Transfer

11/02/2022

\*13. Full Sale Price

609,375.00

( Full Sale Price is the total amount paid for the property including personal property.  
This payment may be in the form of cash, other property or goods, or the assumption of  
mortgages or other obligations.) Please round to the nearest whole dollar amount.

15. Check one or more of these conditions as applicable to transfer:

- ☐ A. Sale Between Relatives or Former Relatives  
☐ B. Sale between Related Companies or Partners in Business.  
☐ C. One of the Buyers is also a Seller  
☐ D. Buyer or Seller is Government Agency or Lending Institution  
☐ E. Deed Type **not** Warranty or Bargain and Sale (Specify Below)  
☐ F. Sale of Fractional or Less than Fee Interest (Specify Below)  
☐ G. Significant Change in Property Between Taxable Status and Sale Dates  
☐ H. Sale of Business is Included in Sale Price  
☐ I. Other Unusual Factors Affecting Sale Price (Specify Below)  
☒ J. None

Comment(s) on Condition:

14. Indicate the value of personal  
property included in the sale

.00

## ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

16. Year of Assessment Roll from which information taken(YY) 22

\*17. Total Assessed Value

240,000

\*18. Property Class 480

\*19. School District Name

Syracuse City SD

\*20. Tax Map Identifier(s)/Roll Identifier(s) (If more than four, attach sheet with additional identifier(s))

099.-03-03.0

## CERTIFICATION

I Certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and I understand that the making of any willful  
false statement of material fact herein subject me to the provisions of the penal law relative to the making and filing of false instruments.

## SELLER SIGNATURE

## BUYER CONTACT INFORMATION

(Enter information for the buyer. Note: If buyer is LLC,society, association, corporation, joint stock company, estate or  
entity that is not an individual agent or fiduciary, then a name and contact information of an individual/responsible  
party who can answer questions regarding the transfer must be entered. Type or print clearly.)

SELLER SIGNATURE

DATE

11/1/2022

## BUYER SIGNATURE

DATE

11.2.22

BUYER SIGNATURE

DATE

11-2-22

\* LAST NAME

FIRST NAME

\* AREA CODE

\* TELEPHONE NUMBER (Ex: 9999999)

\* STREET NUMBER

\* STREET NAME

\* CITY OR TOWN

\* STATE

\* ZIP CODE

## BUYER'S ATTORNEY

Pole

Kevin

LAST NAME

FIRST NAME

(315)

218-8146

AREA CODE

TELEPHONE NUMBER (Ex: 9999999)

Attachment D

Title Search



**Property:** 1117 West Fayette Street, Syracuse, NY

## **ABSTRACT OF TITLE**

No. 2217-2926SCH

by



**Chicago Title Insurance Services Company, LLC**

120 Madison Street, Suite 1610  
Syracuse, NY 13202  
315-474-1273  
FAX: 315-474-4281



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**1. WARRANTY DEED**

Brown-Lipe Gear Company  
TO  
The Alling & Cory Company

---

*Instrument Date:* 12-24-1945  
*Acknowledged Date:* 12-26-1945  
*Record Date:* 1-5-1946 *Time:* 10:08 AM  
*Instrument Location:* Liber 1183 of Deeds; Page 605  
*Consideration:* \$1.00

Revenue Stamps: \$55.00

SEE INSTRUMENT ATTACHED

# This Indenture,

Made the twenty-fourth day of December Nineteen Hundred and Forty-five

Between BROWN-LIPE GEAR COMPANY

a corporation organized under the laws of the State of New York, and having its principal office and place of business at 4100 Bennett Road, Toledo, Ohio,

party of the first part, and

THE ALLING & CORY COMPANY, a corporation organized under the laws of the State of New York, and having its principal office and place of business at 25 Verona Street, Rochester, New York,

party of the second part,

Witnesseth, that the party of the first part, in consideration of

One - - - - - Dollar

(\$1.00 ) lawful money of the United States,

paid by the party of the second part,

does hereby grant and release unto the party of the second part,

its successors and assigns forever, all THAT CERTAIN TRACT OR PARCEL of land being part of Farm Lots 260 and 261 of the late Onondaga Salt Springs Reservation now in the City of Syracuse, N.Y., and more particularly described as follows:

It being all the lands conveyed to the Brown Lipé Gear Company, party of the first part herein, by Alexander Henry Davis by Full Covenant Deed dated January 31, 1906 and recorded in the Onondaga County Clerk's Office on January 31, 1906 in book 373 of deeds at page 32&c; ALSO all the lands and rights of way conveyed to first party herein by Willard C. Lipé, Special Guardian for Clifford E. Lipé, by Guardian's Deed dated April 15, 1907 and recorded in said Clerk's Office on April 19, 1907 in book 378 of deeds at page 292; ALSO all the rights of way granted to first party herein by Kemp and Burpee Manufacturing Company by Deed and Agreement dated June 24, 1907 and recorded in said Clerk's Office on June 25, 1907 in book 378 of deeds at page 465 &c.; ALSO all the lands and rights of way conveyed to party of the first part herein by Kemp and Burpee Company by Deed dated July 1, 1916 and recorded in said Clerk's Office in book 453

BOOK 1183 PAGE 605

Lot 21, 22 White map S.W.  
Lot 260, 261  
J. Lot 260, 261  
Lot 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

BOOK 1183 PAGE 606

7.00 + 2.61 K.W.

of deeds at page 417 &c.; ALSO all the lands conveyed to first party herein by Straight Line Foundry and Machine Corporation by Quit Claim Deed dated March 31, 1943 and recorded in said Clerk's Office on December 30, 1943 in book 1082 of deeds at page 358 &c., EXCEPTING from the foregoing conveyances, however, all the lands conveyed by said first party herein to Straight Line Engine Company by Warranty Deed dated June 24, 1907 and recorded in said Clerk's Office on June 25, 1907 in book 378 of deeds at page 464 &c. which conveyance, however, reserves a right of way to said first party and others; ALSO EXCEPTING therefrom all the lands and perpetual easements conveyed by said first party and others to the United States of America by a Decree on Declaration of Taking dated April 7, 1943 and recorded in said Onondaga County Clerk's Office on April 8, 1943 in book QQ Lis Pendens at page 239 &c., and by an Amended Decree dated March 13, 1944 and filed in the Office of the United States District Court at Utica, N.Y. as Civil #1055; FURTHER EXCEPTING therefrom all the lands conveyed by said first party herein to Straight Line Foundry and Machine Corporation by Quit Claim Deed dated March 31, 1943 and recorded in the Onondaga County Clerk's Office on December 18, 1943 in book 1081 of deeds at page 219 &c.; and lastly EXCEPTING therefrom all the land conveyed by said first party herein to Straight Line Foundry and Machine Corporation by Quit Claim Deed dated March 31, 1943 and recorded in said Clerk's Office on December 18, 1943 in book 1081 of deeds at page 260 &c.

It being the intention herein that the grantor conveys to the grantee all of the lands, easements and rights owned by it in Farm Lots 260 and 261 of the late Onondaga Salt Springs Reservation, now in the City of Syracuse, New York, and to convey its right of way or easement for railroad purposes over the lands acquired by the United States of America by the above-mentioned Decree on Declaration of Taking and amended Decree on Declaration of Taking, which was reserved to grantor thereby.

**Together** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

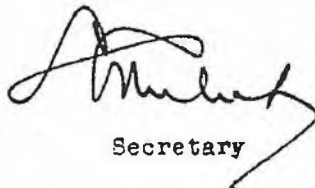
**To have and to hold** the premises herein granted unto the part of the second part, its successors and assigns forever.

**And** the party of the first part covenants as follows:

**First.** That the party of the second part shall quietly enjoy the said premises;

**Second.** That the party of the first part will forever **Warrant** the title to said premises.

In Presence of

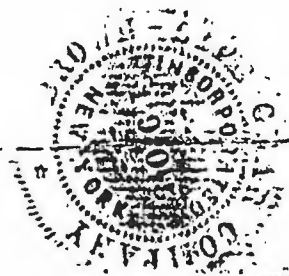
  
Secretary

**In Witness Whereof,** The party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.

BROWN-LIPE GEAR COMPANY

By

  
President.



BOOK 1183 PAGE 607

BOOK 1183 PAGE 608

State of ~~New York~~ <sup>OHIO</sup>  
County of Lucas

ss..

City of Toledo

On this twenty-sixth day of December, Nineteen Hundred and forty-five before me personally came J. V. MELICK to me personally known, who, being by me duly sworn, did depose and say that he resides in Toledo, Ohio; that he is the President of Brown-Lipe Gear Company the corporation described in, and which executed, the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public.

C. W. ERKERT

Notary Public, Lucas County, Ohio  
My Commission Expires Feb. 6, 1948

## NOTARY CERTIFICATE

THE STATE OF OHIO } ss.  
COUNTY OF LUCAS



I, Gordon Jeffery, Clerk of the Common Pleas Court and Court of Appeals for the County of Lucas and State of Ohio, the same being a court of record, and having by LAW a Seal, do hereby certify that

C. W. Erkert

whose name is subscribed to the certificate of the proof or acknowledgment of the annexed Instrument and thereon written, was, at the time of taking such proof and acknowledgment, a Notary Public, duly commissioned and sworn, and authorized by the laws of said State to take the acknowledgments and proofs of deeds or conveyances for lands, tenements or hereditaments in said State, to be recorded therein. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said certificate of proof or acknowledgment is genuine, that impression of seal of such officer is not required by law to

be filed in my office, and the commission expires on the

day of Feb. 1948

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, at Toledo, Ohio, Dec. 26, 1945

GORDON JEFFERY, Clerk of Courts.

B. Muslin Deputy

Recorded this 5th day of January 1946  
at 10:08 A.M.

*Roberta Fullam*  
COUNTY CLERK

---

## 2. WARRANTY DEED

Brown-Lipe Gear Company  
TO  
Kemp & Burpee Manufacturing Company

---

*Instrument Date:* 6-24-1907  
*Acknowledged Date:* 6-24-1907  
*Record Date:* 6-25-1907 *Time:* 10:57 AM  
*Instrument Location:* Liber 378 of Deeds; Page 463  
*Consideration:* \$1.00

NOTE: This instrument is shown for reference only.

SEE INSTRUMENT ATTACHED



2  
Rk

Com'r. of Deeds, Syracuse, N.Y. - - - RECORDED JUNE 24, 1907 AT 12 M.

*James E. Butler*

CLERK.

BROWN-LIPE GEAR CO.

TO

KEMP & BURPEE MFG. CO.

THIS INDENTURE Made the 24th day of June, in the year one thousand nine hundred and seven Between Brown-Lipe Gear Company, a domestic corporation; whose principal place of business is in the City of Syracuse, County of Onondaga and State of New York; party of the first part, and Kemp & Burpee Manufacturing

Company, a domestic corporation whose principal place of business is in the City of Syracuse, County of Onondaga, and State of New York, party of the second part, Witnesseth, That the said party of the first part, in consideration of One Dollar (\$1.00) lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever, All that certain Tract or Parcel of Land situate in the Tenth Ward of the City of Syracuse, in the County of Onondaga New York, and being part of Farm Lot No. 261 of the Onondaga Salt Springs Reservation (now in said City) bounded and described as follows: Beginning at a point in the west line of said Farm Lot No. 261, about 273 feet south from the south line of West Fayette Street, said point being the southwest corner of lands owned by the Kemp & Burpee Manufacturing Company; thence east along said south line 84 5/10 feet to a point 394 5/10 feet west from the west line of South Geddes Street; thence south at right angles to said Kemp & Burpee Company's south line 66 79/100 feet to a point in a line parallel with and 66 79/100 feet distant from the said south line of the said Kemp & Burpee Manufacturing Company's lands; thence west along said line parallel with said Kemp & Burpee Manufacturing Company's south line 88 63/100 feet to the west line of said farm lot No. 261; thence north along said Farm Lot line to the place of beginning. Together with the right of way for so long a time as the railroad switch built thereon shall be operated as such for ingress, egress and regress to said purchaser, its successors and assigns, and its servants and employees and any and all persons for its use and benefit, or advantage, with the right at all times during such period of time to pass and repass on foot, with engines and cars, and with vehicles of every description, over that additional strip of land sufficiently wide in connection with certain lands of the parties hereto adjoining to accommodate a single track, steam railroad switch, standard gauge, and which additional strip is located along the northerly line of lands conveyed by the Straight Line Engine Company to Charles E. Lipe by deed dated June 2, 1890 from the easterly line of lands hereinbefore conveyed to the westerly line of South Geddes Street in said City of Syracuse, N.Y., the right to the equal use of said right of way being expressly reserved to parties of the first part and to the heirs at law of said Charles E. Lipe and to their several executors, administrators, assigns, servants and employees; except that said Kemp & Burpee Manufacturing Company, its successors, assigns, agents, servants and employees, or either of them, shall not use that portion of said, right of way lying easterly of the east line (projected) of said Company's office building, for any purpose whatsoever, save as it may be necessary for the switching of cars. There is also expressly reserved from such conveyance of said land and right of way for the benefit of party of the first part and the heirs at law of said Charles E. Lipe and their several successors, executors, administrators, assigns, servants and employees, the right to construct, operate and maintain through, under, in or about said lands, sewer, conduit and other pipe lines for sewer, gas, electricity or other purposes in connection with the present or future buildings erected or to be erected on the lands owned by said party of the first part and said Charles E. Lipe Estate, with full rights of ingress, egress and regress to them, their several successors, executors, administrators, assigns, servants and employees, on said lands in relation thereto, reasonable care being taken in the construction of such works and no permanent injury being done to any permanent erection on said lands. The permanent right of way for the operation of a railroad switch and for ingress egress and regress is granted to said purchaser, its successors, assigns, servants, employees and all persons for its use, to pass and repass on foot, with engines, cars and vehicles of every description through that portion of the power house constructed in part upon the property above deeded, which is owned and retained by the party of the first part, and which is a part of the same building used by party of the second part for its power house and located upon said land hereby conveyed, and which said switch shall be maintained and operated in said power house at the elevation and in the location now provided. This instrument shall also convey to party of the second part the permanent right to the use of a certain cement conduit running from the power house above referred to to the plant of the Brown-Lipe Gear Company, located on the corner of South Geddes and West Fayette Streets, for the purpose of securing city water through a

7. Lot 260.



464

BOOK 378 PAGE 464.

pipe now laid in said conduit, which pipe also extends through the first party's portion of said power plant, and the right and use thereof through said portion is also hereby permanently granted, and each party shall have the right of ingress, egress and regress for the purpose of repairing or replacing said pipe or one larger in diameter. It is also understood that this instrument shall convey to party of the second part the permanent use of that portion of land of party of the first part upon which the chimney erected for the use of the boilers in said plant stands, and reserves to the party of the first part an equal right to the permanent use of that portion of land hereby conveyed upon which said chimney stands, it being understood and agreed that both the parties hereto shall have the equal right to the use and occupation of the land upon which said chimney stands and to enter upon the premises of the other by its successors, assigns, servants or employees for the purpose of making any and all repairs that may be necessary or desirable to said chimney. This instrument is also intended to convey to party of the second part the permanent right to construct such pipe or pipes and receptacles as may be necessary to convey the shavings and sawdust from the plant of the party of the second part to the boilers belonging to the parties hereto and located in the power house constructed as above. This right shall include the privilege of constructing these pipes and maintaining these receptacles over said power house, on the roof thereof or in the same. This instrument is also intended to convey to the party of the second part, its successors, assigns, servants, and employees, the right of ingress, egress and regress to said building through a door provided in the northeast corner thereof, through that portion of the power plant owned by party of the first part, and to that portion hereby conveyed to second party, but nothing in this paragraph contained shall be deemed to permit of any boisterous, rowdyish or disorderly conduct on the part of those exercising such privilege. This instrument is also intended to convey to second party, its successors, assigns, servants and employees, the right to permanently maintain, repair and reconstruct a sewer from its present factory plant through the property of the party of the first part and its portion of said power house to the land hereby conveyed. It is hereby mutually agreed that in event that either of the parties hereto shall permit the roof, walls or chimney on its portion of the power house above referred to, to get out of repair, that the other party shall have the right at its own expense to enter upon said premises and make such repairs. The party of the first part reserves the permanent right to itself, its successors, assigns, servants and employees, of ingress, egress and regress through that portion of said power house belonging to said second party and over such bridge as may be constructed spanning the stream now known as Harbor Brook for the conveyance of ashes, material and machinery, and other purposes necessary to the operation of said power plant. And it is further mutually covenanted and agreed that neither of the respective parties hereto, or their respective successors, assigns, officers, agents or employees, shall take, or permit to be taken any action which shall cause the abandonment of, or interfere with or prevent the use and operation of said switch, except temporarily, for the purpose of making repairs or alterations thereon, in which case such repairs or alterations shall be done promptly and shall not be undertaken except on twenty-four hours notice thereof being given to the other party. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To have and To Hold the above granted premises unto the said party of the second part, its successors and assigns forever. And the said party of the first part does covenant with the said party of the second part as follows: First.- That the party of the second part shall quietly enjoy the said premises. Second.- That the said party of the first part will forever WARRANT the title to said premises. (Seal) In Witness Whereof, the said party of the first part has caused this instrument to be executed in its name, by its Vice President and its corporate seal to be hereunto affixed on the day and year first above written. Brown-Lipe Gear Company, By Willard C. Lipe Vice-President. State of New York, County of Onondaga, City of Syracuse ss. On the 24 day of June, in the year one thousand nine hundred and seven, before me personally came Willard C. Lipe to me known, who being duly sworn, did depose and say, that he resided in the City of Syracuse, County of Onondaga, N.Y.; that he is the Vice-President of the Brown-Lipe Gear Company, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. Herbert L. Smith, Notary Public, Onon. Co., N.Y. - - - RECORDED JUNE 25, 1907 AT 10:57 A.M.

BROWN-LIPE GEAR CO.  
TO  
STRAIGHT LINE ENGINE CO.

THIS INDENTURE, Made the 24th day of June, in the year one thousand nine hundred and seven Between Brown-Lipe Gear Company, a domestic

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### 3. WARRANTY DEED

Brown-Lipe Gear Company  
TO  
Straight Line Engine Company

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*Instrument Date:* 6-24-1907  
*Acknowledged Date:* 6-24-1907  
*Record Date:* 6-25-1907 *Time:* 11:37 AM  
*Instrument Location:* Liber 378 of Deeds; Page 464  
*Consideration:* \$1.00

NOTE: This instrument is shown for reference only.

SEE INSTRUMENT ATTACHED

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BOOK 378 PAGE 464.

pipe now laid in said conduit, which pipe also extends through the first party's portion of said power plant, and the right and use thereof through said portion is also hereby permanently granted, and each party shall have the right of ingress, egress and regress for the purpose of repairing or replacing said pipe or one larger in diameter. It is also understood that this instrument shall convey to party of the second part the permanent use of that portion of land of party of the first part upon which the chimney erected for the use of the boilers in said plant stands, and reserves to the party of the first part an equal right to the permanent use of that portion of land hereby conveyed upon which said chimney stands, it being understood and agreed that both the parties hereto shall have the equal right to the use and occupation of the land upon which said chimney stands and to enter upon the premises of the other by its successors, assigns, servants or employees for the purpose of making any and all repairs that may be necessary or desirable to said chimney. This instrument is also intended to convey to party of the second part the permanent right to construct such pipe or pipes and receptacles as may be necessary to convey the shavings and sawdust from the plant of the party of the second part to the boilers belonging to the parties hereto and located in the power house constructed as above. This right shall include the privilege of constructing these pipes and maintaining these receptacles over said power house, on the roof thereof or in the same. This instrument is also intended to convey to the party of the second part, its successors, assigns, servants, and employees, the right of ingress, egress and regress to said building through a door provided in the northeast corner thereof, through that portion of the power plant owned by party of the first part, and to that portion hereby conveyed to second party, but nothing in this paragraph contained shall be deemed to permit of any boisterous, rowdyish or disorderly conduct on the part of those exercising such privilege. This instrument is also intended to convey to second party, its successors, assigns, servants and employees, the right to permanently maintain, repair and reconstruct a sewer from its present factory plant through the property of the party of the first part and its portion of said power house to the land hereby conveyed. It is hereby mutually agreed that in event that either of the parties hereto shall permit the roof, walls or chimney on its portion of the power house above referred to, to get out of repair, that the other party shall have the right at its own expense to enter upon said premises and make such repairs. The party of the first part reserves the permanent right to itself, its successors, assigns, servants and employees, of ingress, egress and regress through that portion of said power house belonging to said second party and over such bridge as may be constructed spanning the stream now known as Harbor Brook for the conveyance of ashes, material and machinery, and other purposes necessary to the operation of said power plant. And it is further mutually covenanted and agreed that neither of the respective parties hereto, or their respective successors, assigns, officers, agents or employees, shall take, or permit to be taken any action which shall cause the abandonment of, or interfere with or prevent the use and operation of said switch except temporarily, for the purpose of making repairs or alterations thereon, in which case such repairs or alterations shall be done promptly and shall not be undertaken except on twenty-four hours notice thereof being given to the other party. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises. To Have and To Hold the above granted premises unto the said party of the second part, its successors and assigns forever. And the said party of the first part does covenant with the said party of the second part as follows: First.- That the party of the second part shall quietly enjoy the said premises. Second.- That the said party of the first part will forever WARRANT the title to said premises. (Seal) In Witness Whereof, the said party of the first part has caused this instrument to be executed in its name, by its Vice President and its corporate seal to be hereunto affixed on the day and year first above written. Brown-Lipe Gear Company, By Willard C. Lipe Vice-President. State of New York, County of Onondaga, City of Syracuse ss. On the 24 day of June, in the year one thousand nine hundred and seven, before me personally came Willard C. Lipe to me known, who being duly sworn, did depose and say, that he resided in the City of Syracuse, County of Onondaga, N.Y.; that he is the Vice-President of the Brown-Lipe Gear Company, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. Herbert L. Smith, Notary Public, Onon. Co., N.Y. - - - RECORDED JUNE 25, 1907 AT 10:57 A.M.

CLERK.

BROWN-LIPE GEAR CO.  
TO  
STRAIGHT LINE ENGINE CO.

THIS INDENTURE, Made the 24th day of June, in the year one thousand nine hundred and seven Between Brown-Lipe Gear Company, a domestic

corporation, whose principal place of business is in the City of Syracuse, County of Onondaga and State of New York, party of the first part, and Straight Line Engine Company, a domestic corporation, whose principal place of business is in the City of Syracuse, County of Onondaga and State of New York, party of the second part. Witnesseth, That the said party of the first part, in consideration of One Dollar, lawful money of the United States, and other good and valuable consideration paid by the party of the second part does hereby grant and release unto the said party of the second part, its successors and assigns forever, All that certain tract or parcel of land situate in the Tenth Ward of the City of Syracuse, in the County of Onondaga New York, and being part of Farm Lot No. 261, of the Onondaga Salt Springs Reservation (now in said city, bounded and described as follows: Beginning at a point in the west line of said Farm Lot No. 261 about 382.13 feet south of the south line of West Fayette Street, said point being the southwest corner of lands lately conveyed to party of the first part by Willard C. Lipe as special guardian for Clifford L. Lipe an infant; thence east along the south line of party of the first part's lands 150.72 feet to a point 317.91 feet west from the west line of South Geddes Street; thence north in a line at right angles to said party of the first part's south line 42 feet to a point 66.79 feet south of the south line of lands of the Kemp & Burpee Manufacturing Company; thence west in a line parallel to said party of the first part's south line 148.13 feet to the west line of said Farm Lot No. 261; thence along the said west line of said Farm Lot No. 261 to the place of beginning. Except that there is hereby expressly reserved from this conveyance of the above described premises for the benefit of party of the first part and the heirs at law of Charles E. Lipe, deceased, and their several successors, executors, administrators, assigns, servants and employees, the right to construct, operate and maintain through, under, in or about, said lands, sewer, conduit, and other pipe lines for sewer, gas, electricity, or other purposes in connection with the present or future buildings, erected or to be erected on the lands owned by said party of the first part, and said Charles E. Lipe Estate, with full rights of ingress, egress and regress to them, their several successors, executors, administrators assigns, servants and employees, on said lands in relation thereto, reasonable care being taken in the construction of such works and no permanent injury being done to any permanent erection on said lands. Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises. To Have and To Hold the above granted premises unto the said party of the second part, its successors and assigns forever. And the said party of the first part does covenant with the said party of the second part, as follows: First.- That the party of the second part shall quietly enjoy the said premises. Second.- That the said party of the first part will forever WARRANT the title to said premises. (LS) In Witness Whereof, the said party of the first part has caused this instrument to be executed in its name, by its President, and its corporate seal to be hereunto affixed on the day and year first above written. Brown-Lipe Gear Company By Willard C. Lipe Vice President. State of New York, County of Onondaga, City of Syracuse ss. On the 24th day of June, in the year One thousand nine hundred and seven before me personally came Willard C. Lipe to me known, who being duly sworn, did depose and says that he resided in the City of Syracuse, County of Onondaga, N.Y.; that he is the Vice President of the Brown-Lipe Gear Company, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order. Herbert L. Smith, Notary Public, Onon. Co., N.Y. RECORDED JUNE 25, 1907 AT 11:37 A.M.

CLERK.

KEMP & BURPEE MFG. CO. THIS INSTRUMENT Made this 24th day of June, 1907, between the Kemp & Burpee Manufacturing Company of Syracuse, N.Y., a domestic corporation, party of the first part, and the Brown-Lipe Gear Company of Syracuse, N.Y., a domestic corporation, party of the second part. Witnesseth: That for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the party of the first part grants to party of the second part a right of way for so long a time as the railroad switch built thereon shall be operated as such for ingress, egress and regress, to said second party and the Charles E. Lipe estate, together with their several successors, assigns, executors, administrators, servants and employees, and all persons for its use, benefit or advantage with the right at all times during such period of time to pass and repass on foot, with engines and cars and with vehicles of every description, over that strip of land sufficiently wide in connection with the lands of the Brown-Lipe Gear Company and the

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#### 4. WARRANTY DEED

Kemp & Burpee Manufacturing Company of Syracuse  
N.Y.

TO  
Brown-Lipe Gear Company

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*Instrument Date:* 6-24-1907  
*Acknowledged Date:* 6-24-1907  
*Record Date:* 6-25-1907 *Time:* 11:38 AM  
*Instrument Location:* Liber 378 of Deeds; Page 465  
*Consideration:* \$1.00

NOTE: This instrument is shown for reference only.

SEE INSTRUMENT ATTACHED



corporation, whose principal place of business is in the City of Syracuse, County of Onondaga and State of New York, party of the first part, and Straight Line Engine Company, a domestic corporation, whose principal place of business is in the City of Syracuse, County of Onondaga and State of New York, party of the second part. Witnesseth. That the said party of the first part, in consideration of One Dollar, lawful money of the United States, and other good and valuable consideration paid by the party of the second part does hereby grant and release unto the said party of the second part, its successors and assigns forever, All that certain tract or parcel of land situate in the Tenth Ward of the City of Syracuse, in the County of Onondaga New York, and being part of Farm Lot No. 261, of the Onondaga Salt Springs Reservation (now in said city, bounded and described as follows: Beginning at a point in the west line of said Farm Lot No. 261 about 382.13 feet south of the south line of West Fayette Street, said point being the northwest corner of lands lately conveyed to party of the first part by Willard C. Lipe as special guardian for Clifford L. Lipe an infant; thence east along the south line of party of the first part's lands 150.72 feet to a point 317.91 feet west from the west line of South Geddes Street; thence north in a line at right angles to said party of the first part's south line 42 feet to a point 66.79 feet south of the south line of lands of the Kemp & Burpee Manufacturing Company; thence west in a line parallel to said party of the first part's south line 148.13 feet to the west line of said Farm Lot No. 261; thence along the said west line of said Farm Lot No. 261 to the place of beginning. Except that there is hereby expressly reserved from this conveyance of the above described premises for the benefit of party of the first part and the heirs at law of Charles E. Lipe, deceased, and their several successors, executors, administrators, assigns, servants and employees, the right to construct, operate and maintain through, under, in or about said lands, sewer, conduit, and other pipe lines for sewer, gas, electricity, or other purposes in connection with the present or future buildings, erected or to be erected on the lands owned by said party of the first part, and said Charles E. Lipe Estate, with full rights of ingress, egress and regress to them, their several successors, executors, administrators assigns, servants and employees, on said lands in relation thereto, reasonable care being taken in the construction of such works and no permanent injury being done to any permanent erection on said lands. Together with the appurtenances and all the estate and rights of the party of the first part in and to the said premises. To Have and To Hold the above granted premises unto the said party of the second part, its successors and assigns forever. And the said party of the first part does covenant with the said party of the second part, as follows: First.- That the party of the second part shall quietly enjoy the said premises. Second.- That the said party of the first part will forever WARRANT the title to said premises. (LS) In Witness Whereof, the said party of the first part has caused this instrument to be executed in its name, by its President, and its corporate seal to be hereunto affixed on the day and year first above written. Brown-Lipe Gear Company By Willard C. Lipe Vice President. State of New York, County of Onondaga, City of Syracuse ss. On the 24th day of June, in the year One thousand nine hundred and seven before me personally came Willard C. Lipe to me known, who being duly sworn, did depose and says that he resided in the City of Syracuse, County of Onondaga, N.Y., that he is the Vice President of the Brown-Lipe Gear Company, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order. Herbert L. Smith, Notary Public, Onon. Co., N.Y. RECORDED JUNE 25, 1907 AT 11:37 A.M.

KEMP & BURPEE MFG. CO. THIS INDENTURE Made this 24th day of June, 1907, between the Kemp & Burpee Manufacturing Company of Syracuse, N.Y., a domestic corporation, party of the first part, and the Brown-Lipe Gear Company of Syracuse, N.Y., a domestic corporation, party of the second part. Witnesseth: That for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the party of the first part grants to party of the second part a right of way for so long a time as the railroad switch built thereon shall be operated as such for ingress, egress and regress, to said second party and the Charles E. Lipe estate, together with their several successors, assigns, executors, administrators, servants and employees, and all persons for its use, benefit or advantage with the right at all times during such period of time to pass and repass on foot, with engines and cars and with vehicles of every description, over that strip of land sufficiently wide in connection with the lands of the Brown-Lipe Gear Company and the

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Charles E. Lips estate adjoining the same to accommodate a single track, steam railroad switch, standard gauge, and which strip is located on Farm Lots 261 & 262 in the City of Syracuse, Onondaga County, N.Y., along the southerly line of lands now owned by the Kemp & Burpee Manufacturing Company in the rear of the present new wood shop building and adjoining a portion of the lands conveyed by the Straight Line engine Company to Charles E. Lips by deed dated June 2, 1890; also the right in or about said lands for said period of time to construct, operate and maintain sewer, conduit and other pipe lines for gas, electricity, or other purposes in connection with the present or future buildings erected or to be erected on the lands owned by the Brown-Lips Gear Company or the Charles E. Lips Estate, with full rights of ingress, egress and regress to them and their successors, assigns, servants and employees on said land in relation thereto reasonable care being used in the construction of such works and no permanent injury being done to any permanent constructions on said lands. The right of way hereby intended to be conveyed is to provide for a switch to be run from an extension of the present switch now operated by the D.L. & W. Railroad Company for the convenience of the parties hereto, along and on the line of division of the property of said parties and into a power plant erected by them jointly and located southerly from the present plant of the Kemp & Burpee Manufacturing Company. The party of the first part also grants to the party of the second part the right of ingress, egress and regress with engines and cars over the D.L. & W. Railroad branch connecting the yard of said road with the plant of the party of the first part, said branch being located between the power house above described and the factory buildings of party of the first part, for so long a time as said railroad branch may be operated. The above grant is made subject to the consent of the D.L. & W. R.R. Company and to all the conditions contained in the several agreements between said company and the party of the first part in reference to the use and operation thereof. It is mutually covenanted and agreed that neither of the parties hereto, their respective successors, assigns, officers, agents or employees, shall take or cause to be taken any action which shall cause the abandonment interfere with, or prevent the use or operation of said switch, except temporarily for the purpose of making repairs or alterations thereon, in which case such repairs or alterations shall be done promptly and shall not be undertaken except on 24 hours' notice thereof being given to the other party. The party of the first part also grants to the party of the second part a right of way through that part of the power house belonging to party of the first part for the conveyance of ashes, machinery and other materials necessary to the operation of its portion of said power plant to and from and over a bridge to be constructed from the west end of said power plant, over the stream now known as Harbor Brook across the land of the Kemp & Burpee Manufacturing Company to West Fayette Street, said right of way to be the one used by party of the first part for teams and wagons and to be subject to such change in location from time to time as the party of the first part may find convenient, said right of way to be subject however, to the operation of switches that now or at any future time may cross the land over which it passes: (LS) In Witness Whereof, the party of the first part has hereunto set its official seal the day and year first above written. Kemp & Burpee Mfg. Co. Warren C. Brayton, president. State of New York, County of Onondaga, City of Syracuse ss. On the 24th day of June, in the year one thousand nine hundred and seven, before me personally came Warren C. Brayton to me known, who being duly sworn, did depose and say that he resided in the City of Syracuse, County of Onondaga, N.Y.; that he is the President of the Kemp & Burpee Mfg. Co., the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order. Herbert L. Smith, Notary Public, Onon. Co. N.Y. - - - RECORDED JUNE 25, 1907 AT 11:38 A.M.

LOUESA M. MOSES TO CONRAD LAUBACH. THIS INDENTURE, Made the 25th day of June in the year One thousand nine hundred and seven Between Louesa M. Moses of the City of Syracuse, County of Onondaga and State of New York, party of the first part, and Conrad Laubach of the Village of East Syracuse, County of Onondaga and State of New York, party of the second part, Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar (\$1.00), lawful money of the United States, paid by the said party of the second part, does hereby grant and release unto the said party of the second part, his heirs and assigns forever, All that tract or Parcel of Land, situate in the City of Syracuse, N.Y., (formerly Town of Onondaga) and being on Lot Number Ninety two in said town, and part of subdivision Number Six of the original Thad. M. Wood Farm, bounded as follows:



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**5. WARRANTY DEED**

Kemp & Burpee Company  
TO  
Brown-Lipe Gear Company

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*Instrument Date:* 7-1-1916  
*Acknowledged Date:* 7-15-1916  
*Record Date:* 8-10-1916 *Time:* 9:37 AM  
*Instrument Location:* Liber 453 of Deeds; Page 417  
*Consideration:* \$1.00

NOTE: This instrument is shown for reference only.

SEE INSTRUMENT ATTACHED

foregoing instrument, and he duly acknowledged to me that he executed the same. John F. Hennecsey, Comr. of Deeds, Syracuse, N. Y. -----

RECORDED AUGUST 9, 1918 AT 4.54 P. M.

\$150.00 U.S.I.R. CANCELLED.  
KEMP & BURPEE CO.

TO  
BROWN-LIFE GEAR CO.

THIS INDENTURE, Made this first day of July, One thousand nine hundred and sixteen between Kemp & Burpee Company, a corporation organized under the laws of the State of Illinois, and having its principal place of business in the City of Molins, Illinois, party of the first part, and

Brown-Life Gear Company, a corporation organized under the laws of the State of New York, and having its principal place of business in the City of Syracuse, New York, party of the second part, Witnesseth, That said party of the first part, in consideration of One Dollar (\$1.00), lawful money of the United States, paid by party of the second part, do hereby grant and release unto the said party of the second part, its successors and assigns forever, ALL that tract or parcel of land, situate in the City of SYRACUSE, Onondaga County, State of New York, being part of LOT NO. 21, FARM LOT NO. 281, in said City (according to a map of part of said Farm Lot made by B. F. Green for Hamilton White) bounded as follows: Beginning at the southwest corner of said Lot No. 21; thence northerly along the west line of said lot to the south line of Fayette Street; thence easterly along the south line of said Street as now used and occupied, sixteen and fifty-two hundredths feet (16.52ft) thence southerly to a point in the south line of said Lot No. 21, situate twelve and one-half (12½) feet east from the place of beginning; thence westerly along the south line of said Lot No. 21 to the place of beginning. ALSO all that other tract or parcel of land, situate in the Town of GEDDES, now SYRACUSE, Onondaga County, New York, and being that part of BLOCK NO. 281, bounded and described as follows: Commencing in the southerly line of road leading from Syracuse to Geddes at the northeast corner of lot No. 20 (according to a map made by B. F. Green for Hamilton White) and running back southerly on a line of Lot No. 20, one hundred thirty-one feet (131 ft.); thence westerly on a line of said Lot No. 20, fifty (50) feet; thence northerly on a line of said lot one hundred forty-nine (149) feet to the road to Geddes and from thence to the place of beginning; it being understood that there is hereby conveyed to the second party all the right, title and interest of Mary E. Martin and Fannie Haskins, sole heirs at law and next of kin of Schuyler Vrooman and Fannie Vrooman, his wife, both deceased, as their interests may appear on the 28th day of May, 1906, in Farm Lot No. 280 and No. 281. ALSO all that other tract or parcel of land, situate in the City of SYRACUSE, County of Onondaga, State of New York, known and distinguished as LOT NO. 18 and part of LOTS NOS. 17, 18 and 20 ON FARM LOT NO. 281 in said City formerly Geddes, (according to a map of said Farm Lot made by B. F. Green for Hamilton White, and filed in Onondaga County Clerk's Office) and bounded and described as follows: Beginning in the south line of West Fayette Street at a point situate two and twenty-two hundredths (2.22) feet east from the northwest corner of said Lot No. 18; thence south to a point in the south line of said Lot No. 17 situate seven and eighty-six hundredths (7.86) feet west from the southeast corner of said Lot No. 17; thence east along the south line of said Lots Nos. 17, 18, 19 and 20 one hundred twelve and thirty-six hundredths (112.36) feet and to a point in the south line of said Lot No. 20 situate four and one-half (4½) feet east from the southwest corner of said Lot No. 20; thence northerly to a point in the center of the south side of the well on said Lot No. 20; thence northerly to a point in the south line of West Fayette Street situate seventy-nine and seventy-seven hundredths (79.77) feet east from the northwest corner of said Lot No. 18; thence west along the south line of West Fayette Street one hundred thirty and seventeen hundredths (130.17) feet to the place of beginning. ALSO all that other tract or parcel of land, situate in the City of SYRACUSE, County of Onondaga, State of New York, being part of LOT NO. 18 IN FARM LOT NO. 281, according to a map of part of said Farm Lot made by B. F. Green for Hamilton White, bounded as follows: Beginning in the north

map  
Lot 20

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line of said Lot No. 18 at a point situate two and twenty-two hundredths (2.22) feet easterly from the northwest corner thereof; thence southerly in range with a point in the south line of Lot No. 17 seven and eighty-six hundredths (7.86) feet west from the southeast corner of said Lot No. 17 to the point of intersection with the west line of said Lot No. 18; thence north to the northwest corner of lot No. 18; thence easterly along the north line of said Lot to the place of beginning ALSO all that other tract or parcel of land, situate in the City, County and State aforesaid, and being part of Farm Lot No. 281, described as follows: Beginning at the intersection of the southerly line of West Fayette Street with the west line of Farm Lot No. 281; thence southerly along said farm lot line two hundred fifty-seven (257) feet; thence easterly one hundred fifty (150) feet on a line which if produced would intersect the west line of Geddes Street at a point seventy-five and seventy-five hundredths (75.75) feet southerly from a stone monument at the southwest corner of Geddes Street and West Fayette Street; thence northerly parallel with the west line of Farm Lot No. 281; two hundred one and twelve hundredths (201.12) feet to the southerly line of Fayette Street; thence westerly along said southerly line of West Fayette Street to the place of beginning being LOTS 14, 15 AND 16 OF FARM LOT NO. 281, according to a map of part of said farm lot 281 made by B. F. Green for Hamilton White. ALSO all that other tract or parcel of land, situate in the City, County and State aforesaid and known as LOT NO. 17 of the former Town of Geddes, and being fifty (50) feet wide front and rear, fronting on West Fayette Street and being one hundred eighty-nine and ninety-four hundredths (189.94) feet deep on the east line and two hundred two (202) feet deep on the west line. ALSO all that other tract or parcel of land, situate in the City, County and State aforesaid, being part of FARM LOTS 280 and 281: Beginning in the westerly line of Geddes Street seventy-five and seventy-five (75.75) feet southerly from a stone monument at the southwest corner of Geddes and West Fayette Street; thence westerly about four hundred eighty and one-half (480½) feet to a point in the westerly line of farm lot No. 281 two hundred fifty-seven (257) feet south of the intersection of the southerly line of West Fayette Street and the west line of Farm Lot No. 281; thence southerly along the west line of Farm Lot No. 281, twelve and fifteen hundredths (12.15) feet; thence easterly parallel with the first line about four hundred seventy-nine (279) feet to the westerly line of Geddes Street; thence northerly along the westerly line of Geddes Street twelve and fifteen hundredths (12.15) feet to the place of beginning. Excepting and reserving therefrom that portion of said strip of land in the rear and south of Lot No. 22, and that portion of Lot NO. 21 owned by one Frances M. Hamilton, it being the intention of the party of the first part in conveying the above described land to convey all of the land owned by one Frances M. Hamilton on March 22, 1901, which is bounded by West Fayette Street on the north; by the westerly line of Farm Lot No. 281 on the west; by the property of the Straight Line Engine Company and property occupied by the Iipe Mfg. Co. on the south; by the property of the Kemp & Burpee Mfg. Co. as owned March 22, 1901, and such line as would be produced if the west lot line of Lot No. 18 were extended across the strip of land described in the last description above on the east; also the strip of land described in the last mentioned parcel of land and such other land as the specific descriptions above may include which is not included in the last general clause. ALSO all that other tract or parcel of land, situate in the City of SYRACUSE, County of Onondaga State of New York, and bounded and described as follows: Beginning at the intersection of the south line of West Fayette Street and the east line of Farm Lot No. 282; thence westerly along the south line of West Fayette Street two hundred (200) feet; thence southerly parallel with the east line of Farm Lot 282 three hundred seventy-nine (279) feet more or less to the south line of the Forbes property, as owned on May 22, 1903; thence easterly along the south line of the Forbes property one hundred ninety and one-half (190½) feet more or less to the east line of Farm Lot 282; thence northerly along the east line of Farm Lot No. 282 three hundred twenty (320) feet more or less to the place of beginning. Reserving however, from the above described property the following: All that tract or parcel of land, situate in the City of

22 1/4 to 22

22 1/4 to 22

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Syracuse, County of Onondaga and State of New York, being part of BLOCK 262, and further described as beginning at a point in the westerly line of lands of the Kemp & Burpee Manufacturing Company, as owned on October 14, 1905, said point being one hundred eighty-four and two tenths (184.2) feet southerly measured along said westerly line of lands of the Kemp & Burpee Mfg. Co. from the southerly line of West Fayette Street, and running thence south 27 degrees 43 minutes east two hundred eighteen and two tenths (218.2) feet to the southerly line of lands of the Kemp & Burpee Mfg. Co. as owned on October 14, 1905; thence south 88 degrees 6 minutes west along said southerly line of lands of said Kemp & Burpee Mfg. Co. as owned on said above dates eighty-six and forty-five hundredths (86.45) feet to the southwesterly corner of lands of the Kemp & Burpee Mfg. Co. as owned on said above date; thence north 4 degrees 24 minutes west along the westerly line of lands of the Kemp & Burpee Mfg. Co. as owned on said date, one hundred ninety-six and six tenths (196.6) feet to the place of beginning, and containing eight thousand four hundred ninety-three and four tenths (8493.4) square feet more or less. ALSO all that other tract or parcel of land, situate in the City of SYRACUSE, Onondaga County and State of New York, and being part of BLOCK 262 and further described as Beginning at a point in the southerly line of West Fayette Street; said point being three hundred eighteen and two tenths (318.2) feet easterly measured on said southerly line of West Fayette Street from the intersection of the southerly line of West Fayette Street with the easterly line of Magnolia Street and running from thence south 75 degrees 35 minutes east along said southerly line of West Fayette Street ninety-eight and three tenths (98.3) feet to the present northwesterly corner of the lands of the Kemp & Burpee Mfg. Co., as owned October 14, 1905; thence south 4 degrees 24 minutes east along the westerly line of said lands of the Kemp & Burpee Mfg. Co. one hundred eighty-four and two tenths (184.2) feet; thence north 27 degrees 43 minutes west two hundred thirty five and one-tenth (235.1) feet to the place of beginning, Containing eight thousand five hundred sixty-four and four tenths (8564.4) square feet of land, be the same more or less. ALSO all that other tract, piece or parcel of land, situate in the City of SYRACUSE, County of Onondaga, State of New York, being part of FARM LOT NO. 262, bounded and described as follows: Beginning at the point of intersection of the east line of said Farm Lot No. 262 with the north line of land conveyed to Henry Gifford by George H. Crossman and recorded in the Onondaga County Clerk's Office in Book of Deeds No. 144 at page 421 etc., said point being three hundred eight and eighty-one hundredths (308.81) feet south, 3 degrees 39 minutes 30 seconds east from the point of intersection of said farm lot line with the southerly line of West Fayette Street; thence along said farm lot line south 3 degrees 39 minutes 30 seconds, east thirteen and four tenths (13.4) feet to the south line of land conveyed to the Kemp & Burpee Manufacturing Company by deed recorded in the Onondaga County Clerk's Office in Book of Deeds No. 358 at page 65 etc.; thence along said south line south 88 degrees 6 minutes west one hundred ninety and two-tenths (190.2) feet to a point seven and eighty-one hundredths (7.81) feet south 3 degrees 39 minutes 30 seconds east from said Gifford's north line; thence north 3 degrees 39 minutes 30 seconds west seven and eighty-one hundredths (7.81) feet to said Gifford's north line; thence along said north line north 88 degrees 20 minutes 30 seconds east one hundred ninety and twelve hundredths (190.12) feet to the place of beginning, Containing forty-six one-thousandths (46/1000) of an acre of land. ALSO all that other certain tract or parcel of land, situate in the Tenth Ward of the City of SYRACUSE, County of Onondaga, New York, and being part of FARM LOT NO. 261, of the Onondaga Salt Springs Reservation, now in said City, bounded and described as follows: Beginning at a point in the west line of said farm lot No. 261 about two hundred seventy-three (273) feet south from the south line of West Fayette Street; said point being the southwest corner of lands owned by the Kemp & Burpee Mfg. Co. June 24, 1907; thence east along said south line eighty-four and five tenths (84.5) feet to a point three hundred ninety-four and five tenths (394.5) feet west from the west line of South Geddes Street; thence south at right angles to said Kemp & Burpee Company's south line sixty-six and seventy-nine hundredths (66.79) feet to a point in a line parallel

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with and sixty-six and seventy-nine hundredths (86.79) feet distant from the said south line of said Kemp & Burpee Mfg. Company's lands; thence west along said line parallel with said Kemp & Burpee Mfg. Company's south line eighty-eight and sixty-three hundredths (88.82) feet to the west line of said Farm Lot No. 261; thence north along said Farm lot line to the place of beginning. This deed is also intended to convey to the party of the second part all the rights and privileges conveyed to Kemp & Burpee Manufacturing Company by two certain contracts between said Kemp & Burpee Manufacturing Company and the Brown-Lipe Gear Company, both dated on the 24th day of June, 1907, and recorded in the Office of the Clerk of the County of Onondaga, on the 25th day of June, 1907 at 10:57 and 11:38 o'clock A. M. in Book 378 of Deeds at page 463, etc., and page 486 etc., respectively and is subject to all the conditions contained in said contracts which said contracts are hereby referred to and made a part of this agreement the same referring to the joint use by said Kemp & Burpee Manufacturing Company and Brown-Lipe Gear Company of the power house built by said Companies in common and of the switches, conduits, rights of way and other appurtenances thereto. This conveyance is also made subject to all agreements between the Kemp & Burpee Manufacturing Company, and the Delaware, Lackawanna & Western Railroad Company for the operation of switches on and across the lands herein conveyed. The above conveyance is made subject to an agreement made between the Kemp & Burpee Manufacturing Company and the City of Syracuse, permitting the construction, maintenance and repair of a certain intercepting sewer through a portion of the property above described which said agreement together with one of even date between the Syracuse Intercepting Sewer Board and Kemp & Burpee Manufacturing Company is hereby assigned and transferred to second party and assumed by said party of the second part. This conveyance is also made subject to a right of way granted the Central New York Telephone & Telegraph Company to place poles, conduits, etc., recorded November 19, 1906 in the Onondaga County Clerk's Office in Book 373 at page 451. This conveyance is also made subject to a mortgage given by Schuyler W. Vrooman and Fannie, his wife, to Ransford F. Mix on the 30th day of March, 1875, to secure the payment of the sum of Thirteen Hundred Dollars (\$1300.) and recorded in Onondaga County Clerk's Office on the 19th day of May, 1875 in Book 170 of Mortgages at page 265 etc., said mortgage having been heretofore assigned to Burton F. Peek of Moline, Illinois. Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises: To Have and To Hold the above granted premises unto the said party of the second part, its successors and assigns forever, and the said Kemp & Burpee Company does covenant with the said party of the second part as follows: That the party of the second part shall quietly enjoy the said premises. That the said Kemp & Burpee Company will forever WARRANT the title to said premises. (IS) In Witness Whereof, the said party of the first part has hereunto caused its corporate seal to be affixed and its corporate name to be signed by its President the day and year first above written. Kemp & Burpee Company, by William Butterworth, President. State of Illinois, County of Rock Island SS.: On this 15th day of July, One thousand nine hundred and Sixteen before me, personally came William Butterworth to me known, who being by me duly sworn, did depose and say, that he resides in the City of Moline, in the State of Illinois; that he is President of Kemp & Burpee Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he signed the corporate name of said Corporation thereto by himself as such President by like order. (IS) P. C. Simmon, Notary Public. State of Illinois, Rock Island County SS.: I, Henry B. Hubbard, County Clerk and Clerk of the County Court in and for said County and State and keeper of the records and seal, do hereby certify that Peter C. Simmon Esq., whose name is subscribed to the proof or acknowledgment of the annexed instrument in writing, was, at the time of taking such proof or acknowledgment, a Notary Public in and for said County, duly commissioned, sworn and acting as such and authorized to take the same; and further, that I am well acquainted with his handwriting, and

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verily believe that the signature to the said proof or acknowledgment is genuine; and further, that the annexed instrument is executed and acknowledged according to the laws of the State of Illinois. (IS) (\$1.00 U.S.I.R. Cancelled) In Testimony Whereof, I have hereunto set my hand and affixed the official Seal at Rock Island, in said County, this 15th day of July A. D., 1918. Henry B. Hubbard, Clerk.

RECORDED AUGUST 10, 1918 AT 9.37 A. M.

*H. B. Hubbard* CLERK.

MEMO W. HERRIMAN & AL TO WILLIS B. SMITH

T H I S I N D E N T U R E, Made the 28th day of March in the year One thousand nine hundred and sixteen between Menzo W. Herriman, of Long Island City, N. Y., George A. Herriman, William C. Herriman and Horace M. (formerly known as Clara) Herriman of Syracuse, N. Y., only heirs at law and next of kin of Alvira Herriman, of Syracuse, N. Y., deceased, parties of the first part, and Willis Bion Smith of Syracuse N. Y., party of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of One Dollar and other valuable considerations (\$1.00 &c.), lawful money of the United States, paid by the said party of the second part, do hereby revise, release and forever quit-claim unto the said party of the second part, his heirs and assigns forever, All that tract, piece or parcel of land, situate in the City of SYRACUSE, County of Onondaga and State of New York, known and distinguished as being LOTS NO. 1 AND 2 on BLOCK NO. 121, Geddes, now Syracuse, as shown on a map of the HERRIMAN TRACT, made by Homer D. L. Sweet and filed in the Onondaga County Clerk's Office March 25, 1886, and being on the west side of Herriman Street. Subject to restrictions that any buildings on said lots shall be at least ten (10) feet from the west line of Herriman Street, and that no intoxicating liquors shall be sold upon said premises for a period of twenty years from the date hereof, and that nothing but a newly constructed building shall be placed upon said lots or either of them. This deed is given not only to establish the foregoing restrictions, but also to discontinue and remove any and all other restrictions and conditions imposed on said lots or either of them by two separate deeds given to said Willis Bion Smith, of which one is dated April 13, 1894 and given by Alvira Herriman of said Lot No. 1, and the other deed is dated January 14, 1897 and given to said second party by said first parties of said Lot No. 2; and second party by his acceptance hereof and in consideration of the release from the restrictions specified in the foregoing deeds, hereby consents to the restrictions hereby imposed and consents and agrees for himself, his heirs and assigns, to observe and keep the same. Together with the appurtenances; and all the estate and rights of the said parties of the first part in and to said premises. To Have and To Hold the above granted, bargained and described premises unto the said party of the second part, his heirs and assigns forever. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written. Menzo W. Herriman (IS). Horace M. Herriman (formerly known as Clara) (IS). William C. Herriman (IS). George A. Herriman (IS). In presence of Henry M. Dietz as to: State of New York, County of Chautauqua SS.: On this 31st day of March in the year One thousand Nine Hundred Sixteen, before me, the subscriber, personally appeared Horace M. Herriman, to me personally known to be the same person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same. Walter H. Edson, Notary Public. State of New York, Chautauqua County Clerk's Office SS.: I, Luther S. Jakin, Jr., Clerk of the County of Chautauqua, and also Clerk of the Supreme Court and County Court of said County, the same being Courts of Record, do hereby certify that Walter H. Edson whose name is subscribed to the certificate of the proof, acknowledgment, affidavit of the annexed instrument, and thereon written, was, at the time of taking such proof, acknowledgment of affidavit, a Notary Public in and for the said County, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of such Notary Public and verily believe that the signature of the said certificate of proof, acknowledgment or affidavit, is genuine. And

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**6. LIS PENDENS**

United States of America

VS

3.04 acres of land, more or less, in the City of  
Syracuse, County of Onondaga, State of New York,  
Brown Lipe Gear Company, Inc. et al

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*Instrument Date:* 4-6-1943

*Record Date:* 4-10-1943 *Time:* 9:18 AM

*Instrument Location:* Liber Qq of Lis Pendens; Page 239

*Court:* United States District Court, Northern District of New York

NOTE: This instrument is shown for reference only.

SEE INSTRUMENT ATTACHED



UNITED STATES DISTRICT COURT

UNITED STATES OF AMERICA,

-vs-

NORTHERN DISTRICT OF NEW YORK

PETITIONER,

CIVIL #1055

3.04 ACRES OF LAND, MORE OR LESS, IN THE CITY OF SYRACUSE, COUNTY OF ONONDAGA,

STATE OF NEW YORK, BROWN LIPE GEAR COMPANY, INC. ET AL.,

DEFENDANTS.

DECREE ON DECLARATION OF TAKING NO. 1

IT APPEARING from the records and

files herein that on June 12th, 1942, the UNITED STATES OF AMERICA filed a petition for the condemnation of  
certain lands, described generally, being 3.04 acres of land, more or less, in the City of Syracuse, County

of Onondaga, State of New York, and on April 6, 1943, filed an amended petition herein describing further interests to be condemned; and the Secretary of War on April 6, 1943, filed with the Court a Declaration of Taking of certain specified and described portions of said 3.04 acres of land pursuant to the provisions of the Act of Congress approved February 26, 1931 (46 Stat., 1421, 40 U. S. C. SEC. 258a), and acts supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress approved August 18, 1890 (26 Stat. 316), as amended by the Acts of Congress approved July 2, 1917 (40 Stat. 241), and April 11, 1918 (40 Stat. 518, 50 U.S.C. Sec. 171), which acts authorize the acquisition of land for military purposes, and the Act of Congress approved December 17, 1941 (Public Law 353- 77th Congress), which act appropriated funds for such purposes; and the petitioner by RALPH L. EMMONS, UNITED STATES ATTORNEY, having moved the Court to enter judgment herein that title in the United States of America vested in the lands and easements in the lands described in said Declaration of Taking filed. And the Court on consideration of said motion, and the petition and Declaration of Taking and receipt of the Clerk of the Court for the deposit made by petitioner with said Declaration of Taking, finds as follows: FIRST: That the United States of America is entitled to acquire the interests and easements in property by eminent domain for necessary public purposes and uses of the United States, as set out and prayed in said amended petition; SECOND: That a petition and amended petition in condemnation were filed at the request of the Secretary of War of the United States of America, the authority empowered by law to acquire the land and interests and easements described in said petitions and also under authority of the Attorney General of the United States. THIRD: That in said Petition and Declaration of Taking, a statement of authority under which and the public use for which said interests and easements in land were taken, was set out both in the Declaration of Taking and in the amended Petition in Condemnation, and that the said Secretary of War is the person duly authorized and empowered by law to acquire land, and interests therein, such as are described in the Petition and Amended Petition, and for necessary public purposes and uses of the United States of America, and that the Attorney General of the United States is the person authorized by law to direct the institution of such condemnation proceeding; FOURTH: That a proper description of the land and interests therein sought to be taken, sufficient for the identification thereof, is set out in the said Declaration of Taking. FIFTH: A statement of the estate or interest in said land, taken for said public use, was set out therein; SIXTH: A plan showing the land in which said interests were taken was set out therein; SEVENTH: A statement is contained in said Declaration of Taking of a sum of money, estimated by said acquiring authority to be just compensation for the land taken, in the amount of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS, (\$165,000.00), and that said sum was deposited in the Registry of this Court for the use of the persons entitled thereto, upon and at the time of the filing of said Declaration of Taking. EIGHTH: A statement in said Declaration of Taking that the ultimate award of damages for the taking of said land, in the opinion of the Secretary of War, will be within the limits prescribed by Congress to be paid as a price therefor; And the Court, having fully considered said condemnation petition, amended petition, and declaration of taking, and the Statutes in such cases made and provided, is of the opinion that the United States of America is entitled to take said property and/or interests therein and have the title thereto vested in it to the extent set forth, it is, therefore ORDERED, ADJUDGED and DECREED that the title to said interests and easements to the extent described, viz: the full fee simple title to Tract #1, Schedule "A", together with all appurtenances pertaining to said tract, subject however, to existing easements for public roads and highways, for railroads, for pipe lines, for public utilities, for water mains, for intercepting sewers, and for storm sewers, and also subject to outstanding riparian rights in and to Harbor Brook, and further excepting and excluding all railroad rails, tracks and plates belonging to the Delaware, Lackawanna and Western Railroad Company; and perpetual easement for joint use, operation, maintenance, patrol and repair of an electric conduit or duct and cables thereon, and water main or pipe in, over, upon and across Tract No. 1-E, Schedule "A", with the privilege

and right of installing additional cables and additional water mains or pipes.

SCHEDULE "A"

TRACT #1 - LAND TAKEN IN FEE.

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN THE City of SYRACUSE, County of Onondaga, and State of New York, bounded and described as follows: BEGINNING at a point in the southerly limits of West Fayette Street, so-called, said point being westerly along said southerly limits 253.49 feet from where the same intersects the westerly limits of South Geddes Street, so-called; thence South 0 degrees 31 minutes East 174.79 feet to an iron pipe, said point being South 84 degrees 22 minutes West 242.50 feet from the westerly limits of said South Geddes Street; thence South 84 degrees 22 minutes West 92.80 feet to an iron pipe; thence South 5 degrees 38 minutes East 70.00 feet; thence South 53 degrees 54 minutes 12 seconds West 146.48 feet; thence North 6 degrees 10 minutes 06 seconds West 10.12 feet; thence South 88 degrees 18 minutes 30 seconds West 104.05 feet to a concrete monument; thence North 27 degrees 30 minutes 30 seconds West 453.20 feet to an iron rail/being in the southerly limits of West Fayette Street and also being South 75 degrees 35 minutes East 318.70 feet from a monument at the intersection of the southerly limits of said West Fayette Street and the easterly limits of Magnolia Street; thence South 75 degrees 35 minutes East and following the southerly limits of said West Fayette Street 561.66 feet to the point of beginning. CONTAINING 3.00 acres of land be the same more or less. BEING part of the lands conveyed by KEMO BURPEE Manufacturing Company to BROWN LIPE-GEAR CORPORATION by deed dated July 1, 1916 and recorded August 10, 1916 in Book 453 of Deeds at page 417 in the Onondaga County Clerk's Office.

TRACT #1 - E - LAND IN WHICH PERPETUAL EASEMENTS ARE TAKEN.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of SYRACUSE, County of Onondaga and State of New York, more particularly described as follows: BEGINNING at a point in the westerly limits of South Geddes Street, so-called said point being S. 1 degree 47 minutes W. 87.90 feet from where the same intersects the southerly limits of West Fayette Street, so-called; thence S. 1 degree 47 minutes W. by the westerly limits of said South Geddes Street 10.00 feet; thence S. 86 degrees 43 minutes W. 241.41 feet to an iron pipe; thence N. 0 degrees 31 minutes W. 10.04 feet; thence N. 81 degrees 49 minutes E. 122.73 feet; thence S. 88 degrees 13 minutes E. 120.00 feet to the point of beginning. CONTAINING 0.08 acres of land, be the same more or less. ALLEGED OWNERS: (both tracts) BROWN LIPE GEAR CORPORATION, BUFFALO, N. Y. LIPE-ROLLWAY CORPORATION, SYRACUSE, N. Y. vested in the United States of America upon the filing of said Declaration of Taking and deposit in the Registry of this Court of the sum of ONE HUNDRED AND SIXTY FIVE THOUSAND DOLLARS, (\$165,000.00), as hereinbefore recited, that the easements in and to said lands are deemed to have been condemned and taken for the use of the United States of America and the right to just compensation for the property taken, upon the filing of the Declaration of Taking, vested in the persons entitled thereto, and the amount of compensation shall be ascertained and awarded in this proceeding and established by judgment herein pursuant to law, and IT IS FURTHER ORDERED, ADJUDGED and DECREED that the possession of the above described property to the extent prayed for shall be delivered to the United States of America immediately, and this cause held open for such other and further orders, judgments and decrees as may be necessary in the premises. DATED: APRIL 7, 1943. FREDERICK H. BRYANT, UNITED STATES DISTRICT JUDGE. UNITED STATES OF AMERICA, DISTRICT COURT CLERK'S OFFICE, NORTHERN DISTRICT OF NEW YORK. I, G. A. PORTER, CLERK of the District Court of the United States for the Northern District of New York, DO HEREBY CERTIFY that I have compared the annexed copy of DECREE ON DECLARATION OF TAKING #1 in re. U. S. vs. 3.04 Acres of land in the City of Syracuse - BROWN LIPE GEAR CO. INC. ET AL, CIVIL 1055 with the original now on file in this office; that the same is a correct transcript therefrom and of the whole of said original. (L.S.) IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be affixed at the City of Utica, in said District, this 8th day of April, A. D. 1943. G. A. PORTER, CLERK. (ENDORSED) ORIGINAL FILED APR. 8, 1943. G. A. PORTER, CLERK.

FILED AND RECORDED APRIL 10, 1943 at 9: 17 A. M.

*James C. [Signature]*

CLERK

UNITED STATES DISTRICT COURT

UNITED STATES OF AMERICA,

VS

NORTHERN DISTRICT OF NEW YORK

PETITIONER,

CIVIL # 1055

3.04 ACRES OF LAND, MORE OR LESS, IN THE CITY OF SYRACUSE, COUNTY OF  
ONONDAGA, STATE OF NEW YORK, BROWN LIPE GEAR COMPANY, INC., ET AL.,

DEFENDANTS.

AMENDED PETITION IN CONDEMNATION

The petition of the UNITED STATES of America, a sovereign, brought by RALPH L. EMMONS, UNITED STATES ATTORNEY for the NORTHERN DISTRICT OF NEW YORK, acting under the instructions of the Attorney General of the United States of America and at the request of the Secretary of War complains and alleges: 1. That this is a suit of a civil nature, brought by the above-named petitioner under the authority of and pursuant to the provisions of an Act of Congress ap-

proved February 26, 1931 (46 Stat. 1421, 40 U.S.C. sec. 258a), and acts supplementary thereto and amendatory thereof, and under the further authority of the Acts of Congress approved August 1, 1888 (25 Stat. 357), August 18, 1890 (26 Stat. 316), as amended by the Acts of Congress approved July 2, 1917 (40 Stat. 241), April 11, 1918 (40 Stat. 513; 50 U.S.C. Sec. 171), and March 27, 1942 (Public Law 507 - 77th Congress), which acts authorize the acquisition of land for military or other purposes, and the Act of Congress approved March 5, 1942 (Public Law 474 - 77th Congress), which Act appropriated funds for such purposes. 2. That in accordance with said acts, and in particular 50 USCA Sec. 171, the Secretary of War of the United States has found that certain land and appurtenances and easements in land, more particularly described herein, are necessary and advantageous in the interest of the United States adequately to provide for the manufacture of war supplies and materials for the Ordnance Department, and other uses incident thereto, and for such other uses as may be authorized by Congress or by Executive Order and are required for immediate use and necessary for the successful prosecution of the War. 3. That pursuant to this finding the Secretary of War has selected for acquisition by the United States of America the land hereinafter described, designated as Tract #1, Schedule "A", in fee simple absolute; and perpetual easements in lands designated as Tract 1-E, Schedule "A", which are suitable and necessary for the purposes of the United States and that said selection and designation and determination have been made and are now in full force and effect. 4. That there are sufficient funds now available with which the petitioner can and is authorized to pay just compensation for the land, and/or interest in land as sought to be taken and condemned herein, in whatever sum may ultimately be awarded and adjudged in this proceeding as just compensation, together with damages, if any, incident to the taking and condemnation. 5. That the purposes for which the petitioner is taking said land and the appurtenances thereto, and/or interests therein, are necessary and constitute a public use, and the use to which said property and easements in property are to be applied is a use authorized by law, and that the acquisition thereof by the petitioner is and will be of the greatest public benefit and it is vital to the successful prosecution of the war that this project be expedited with the utmost haste and that the United States be given the immediate right to the possession and use of the said land, and/or easements. 6. "That the estate or interest in or to said land hereinafter described which the petitioner intends and seeks to take, acquire, condemn, hold, and own by this proceeding is full fee simple title, free and clear of all liens, encumbrances, charges, claims, restrictions and covenants whatsoever, subject, however to existing easements for public roads and highways, for railroads, for pipe lines, for public utilities, for water mains, for intercepting sewers, and for storm sewers, and also subject to outstanding riparian rights in and to Harbor Brook, and further excepting and excluding all railroad rails, spikes and plates belonging to the Delaware, Lackawanna and Western Railroad Company; in the land described as Tract 1 in Schedule "A" hereof; and a perpetual easement for the use, operation, maintenance, patrol and repair of an electric conduit or duct and cables



therein, and of a water main or pipe in, over, upon and across Tract 1-E as described in Schedule "A", with the privilege and right of installing additional cables and additional water mains or pipes.

SCHEDULE "A"

TRACT #1 - Land taken in fee.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of SYRACUSE, County of Onondaga, and State of New York, bounded and described as follows: Beginning at a point in the southerly limits of West Fayette Street, so-called, said point being westerly along said southerly limits 253.49 feet from where the same intersects the westerly limits of South Geddes Street, so-called; thence South 0 degrees 31 minutes East 174.79 feet to an iron pipe, said point being South 84 degrees 22 minutes West 242.50 feet from the westerly limits of said South Geddes Street; thence South 84 degrees 22 minutes West 92.80 feet to an iron pipe; thence South 5 degrees 38 minutes East 70.00 feet; thence South 83 degrees 54 minutes 12 seconds West 146.48 feet; thence North 6 degrees 10 minutes 06 seconds West 10.12 feet; thence South 88 degrees 18 minutes 30 seconds West 104.05 feet to a concrete monument; thence North 27 degrees 30 minutes 30 seconds West 453.20 feet to an iron rail, said iron rail being in the southerly limits of West Fayette Street and also being South 75 degrees 35 minutes East 318.70 feet from a monument at the intersection of the southerly limits of said West Fayette Street and the easterly limits of Magnolia Street; thence South 75 degrees 35 minutes East and following the southerly limits of said West Fayette Street 561.66 feet to the point of beginning. Containing 3.00 acres of land be the same more or less. BEING part of the lands conveyed by KEMO BURPEE MANUFACTURING COMPANY to BROWN LIPE-GEAR CORPORATION by deed dated July 1, 1916 and recorded August 10, 1916 in Book 453 of Deeds at page 417 in the Onondaga County Clerk's Office.

Exhibit 14 to 19  
Syracuse  
Book 453, Page 417

TRACT #1-E - LAND in which perpetual easements are taken.

ALL THAT TRACT OR PARCEL OF LAND situate in the City of SYRACUSE, County of Onondaga and State of New York, more particularly described as follows: BEGINNING at a point in the westerly limits of South Geddes Street, so-called, said point being S. 1 degree 47 minutes W. 87.90 feet from where the same intersects the southerly limits of West Fayette Street, so-called; thence S. 1 degree 47 minutes W. by the westerly limits of said South Geddes Street 10.00 feet; thence S. 86 degrees 43 minutes W. 241.41 feet to an iron pipe; thence N. 0 degrees 31 minutes W. 10.04 feet; thence N. 81 degrees 49 minutes E. 122.73 feet; thence S. 88 degrees 13 minutes E. 120.00 feet to the point of beginning. CONTAINING 0.08 acres of land, be the same more or less. BEING the land and easements described in the letters of the Secretary of War dated June 10, 1942, and March 29, 1943, and designated on map called Schedule "B" and separately filed herein. 7. That the petitioner is informed and believes and, therefore, alleges that the following individuals have or may have or claim to have some interest in the land; The BROWN LIPE GEAR CORPORATION, Buffalo, New York. The DELAWARE, LACKAWANNA & WESTERN RAILROAD CO., 140 Cedar Street, New York City. The LIPE-ROLLWAY CORPORATION, Syracuse, New York. 8. That your petitioner shows that it has attempted to set forth the interest or estates of all persons and corporations in the lands herein mentioned as far as the petitioner has been able to ascertain the same, but notwithstanding such statement, all persons or corporations owning, in possession, or having any legal right or interest therein, are made parties to this proceeding generally to the end that all their rights, title, interest and estate, whatever it may be, to all and singular, the premises above mentioned may be reached and vested out of them and vested in your petitioner. 9. That the value of said property to be condemned is to be determined in accordance with law. 10. That it is the intention of your petitioner, in good faith, to complete the work or improvement for which said property is condemned and that all the preliminary steps required by law have been taken to entitle your petitioner to institute these proceedings. 11. That, upon information and belief, none of the owners of the real property sought to be condemned herein is an infant, idiot, lunatic or habitual drunkard, other than specified. WHEREFORE, the premises considered and to the end that all and singular the lands and interests in lands described in this petition and sought to be taken may be

Exhibit 18 to 20  
Syracuse  
Book 453, Page 417

acquired by the United States of America by condemnation in accordance with the several statutes and Acts of Congress in such cases made and provided, petitioner prays this Honorable Court: 1. To make an order granting the petitioner the immediate possession, occupancy and use of the said lands described and all separate parts and parcels thereof for military purposes, as provided in Section 171, Title 50, U. S. C., said application being made in time of War, and provide for the manner of service thereof. 2. To cite and give notice to the owners and other persons interested in the lands described in this petition as provided by law, to appear in this Court at a time to be fixed to answer this petition; 3. To appoint if deemed necessary and expedient three qualified, competent and disinterested freeholders to appraise the value of said property in accordance with the law and statutes in such cases made and provided and make assessment and award of damages for each parcel hereinabove described and/or the specified interest therein which should be paid by the petitioner as just compensation for the taking thereof, and to fix a time and place of their first meeting. 4. To take such action and pass such orders, decrees and judgments as may be necessary or proper fully to effect the objects for which the aforesaid Acts of Congress were passed and to cause the lands described in this petition to be condemned and taken by the United States of America, the absolute and unqualified title in fee simple therein, subject, however, to existing easements for public roads and public utilities, for railroads and for pipe lines, over, across and through said lands, described in Schedule "A", Tract #1, and the perpetual easements in the lands described in Schedule "A"; Tract #1 -E, as hereinbefore set forth but free from all liens, taxes, assessments, encumbrances, charges, servitudes, restrictions and covenants whatsoever, to vest in the United States of America; 5. To determine and make proper distribution and payment of said award to and among the interested parties entitled thereto; 6. That said petition be deemed without prejudice to the acquirement by petitioner of the title to said lands or any designated parts or parcels thereof, or easements therein, by purchase, donation or otherwise, and severance thereof from this action; or to entry of separate decrees as to designated parts or parcels of said lands. 7. To grant such other and further relief as the nature of the case may require. UNITED STATES OF AMERICA. BY- RALPH L. EMMONS, UNITED STATES ATTORNEY in and for the Northern District of New York, Office and Post Office Address: Federal Building, Binghamton, New York. NORTHERN DISTRICT OF NEW YORK, STATE OF NEW YORK, COUNTY OF ONONDAGA, SS.: B. F. TOMPKINS, being duly sworn, deposes and says that he has read the foregoing Petition in Condemnation and knows the contents thereof; that the same is true to the knowledge of deponent except as to the matters stated to be alleged upon information and belief, and as to those matters he believes it to be true. That the reason this affidavit is made by deponent and not by the plaintiff is that the plaintiff is a corporation sovereign and acts through its officers and agents, and that deponent is such officer, to wit: The Assistant United States Attorney in and for the Northern District of New York. That the sources of deponent's knowledge and the grounds of his belief as to matters alleged upon information and belief are communications of the proper officers and agents of the Government in the hands of deponent. B. F. TOMPKINS, ASST. UNITED STATES ATTORNEY. SWORN TO BEFORE ME, THIS 5th day of April, 1943. RALPH W. CULLINGS, NOTARY PUBLIC. UNITED STATES OF AMERICA, DISTRICT COURT CLERK'S OFFICE, NORTHERN DISTRICT OF NEW YORK, I, G. A. PORTER, CLERK of the District Court of the United States for the Northern District of New York, DO HEREBY CERTIFY that I have compared the annexed copy of AMENDED PETITION in Condemnation - United States of America vs. 3.04 Acres of land, more or less, in the City of Syracuse, County of Onondaga, State of New York et al Civil #1055 with the original now on file in this office; that the same is a correct transcript therefrom and of the whole of said original. (L.S.) IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be affixed at the City of Utica, in said District, this 6 day of April, A. D. 1943. G. A. PORTER, CLERK. - - - - -

(ENDORSED) ORIG. FILED APR. 6, 1943. G. A. PORTER, CLERK. FILED AND RECORDED APRIL 10, 1943 at 9:18 A. M.

CLERK

---

**7. ORDER**

United State of America

VS

3.04 acres of land, more or less, in the City of  
Syracuse, County of Onondaga, State of New York,  
Brown Lipe Gear Company, Inc., et al

---

*Instrument Date:* 3-13-1944

*Acknowledged Date:* 11-16-1945

*Record Date:* 1-5-1946 *Time:* 10:07 AM

*Instrument Location:* Liber 1183 of Deeds; Page 602

NOTE: This instrument is shown for reference only.

SEE INSTRUMENT ATTACHED

BOOK 1183 PAGE 602

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,  
Petitioner,

-vs-

3.04 ACRES OF LAND, MORE OR LESS, IN THE  
CITY OF SYRACUSE, COUNTY OF ONONDAGA, STATE OF NEW YORK, BROWN LIPE GEAR COMPANY, INC.  
ET AL,  
Defendants. Civil #1055

Upon the original Petition herein and all papers and pleadings in said action, and proof of service of notice of hearing on the petition herein on defendants, Brown Lipe Gear Company, Lipe Rollway Co., and the Delaware, Lackawanna & Western Railroad Co., returnable before the Court on the 13th day of March, 1944, and upon motion of IRVING J. HIGBEE, United States Attorney, and no answer or objections having been filed and no one appearing opposed; the Brown Lipe Gear Company having appeared by Attorneys Hiscock, Cowie, Bruce, Lee and Mawhinney, Syracuse, N.Y., (Maurice F. Lane, of Counsel), and Lipe Rollway Company having appeared by Attorneys Hancock, Dorr, Ryan and Shove, (John J. Young, of Counsel),

ORDERED that the original Petition, Amended Petition, Declaration of Taking and Decree on the Declaration of Taking, and other papers wherein reference is made to the estate or interests condemned, taken or acquired herein, be and each of them is hereby AMENDED by substituting in place of the estate or interests condemned, taken and acquired as contained in paragraph 6 of said Amended Petition, or as described or referred to in said papers, the following revised description,  
vizi:



Lot 14 to 19 white  
 7. Lot 26 to 26.26 map  
 Lot 18 to 23 white  
 7. Lot 26.26 to 26.26 map

"The estate taken for said public uses is (1) the full fee simple title to Tract 1, as numbered and described in the attached Schedule "A", together with all appurtenances pertaining to said tract, subject however, to existing easements for public roads and highways, for railroads, for pipe lines, for public utilities, for water mains, for intercepting sewers, and for storm sewers, and also subject to outstanding riparian rights in and to Harbor Brook, and further excepting and excluding all railroad rails, spikes and plates belonging to the Delaware, Lackawanna and Western Railroad Company; and (2) a perpetual easement for the joint use, operation, maintenance, patrol and repair of an electric conduit or duct and cables therein, and of a water main or pipe in, over, upon and across Tract No. 1-E, as numbered and described in the attached Schedule "A", with the privilege and right of installing additional cables and additional water mains or pipes, subject to an easement and use of the railroad siding and connection now located on the lands described in the attached Schedule "A" under Tracts 1 and 1-E in favor of the Brown Lipe Gear Corporation, its successors and assigns, in connection with the use of its other premises located at the corner of West Fayette and South Gaddes Streets, the easement to be used jointly with the United States of America, and also subject to existing easements of record owned by the Lipe-Rollway Corporation, provided, however, that the United States of America or any department, bureau, officer, or agent thereof may, at any time and from time to time during the duration of war with any nation with which the United States of America is now at war, prevent and stop any and all use of or over such easements by or for passage on foot or by any vehicle other than railroad engines and cars".

That the Amended Declaration of Taking made by the Secretary of War and dated February 10th, 1944, be and is hereby ordered filed, and that the estate or interests in said premises as stated in said Declaration of Taking, and Decree on the Declaration of Taking, be and is the estate or interests taken and acquired by the United States of America herein and for which compensation shall be made to the parties in interest, and to be so considered by the Commissioners heretofore appointed by this Court in determining just compensation.

Dated: March 13 1944.

Frederick H. Bryant  
 UNITED STATES DISTRICT JUDGE.

CERTIFIED COPY

D. C. Form No. 88

United States of America

NORTHERN DISTRICT OF NEW YORK

ss:

I, G. A. PORTER, Clerk of the United States District Court in and for the NORTHERN District of NEW YORK, do hereby certify that the annexed and foregoing is a true and full copy of the original **ORDER OF AMENDMENT**, in re.: **UNITED STATES OF AMERICA vs. 3.04 Acres of land in the City of Syracuse, N. Y., etc., Civil #1055**

now remaining among the records of the said Court in my office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and

affixed the seal of the aforesaid Court at Utica, N. Y.

this 18th day of November, A. D. 1945.



*G. A. Porter*

Clerk.

By

7-1546

Deputy Clerk.

Recorded this 5th day of January 1946  
at 10:07 AM. *Paula H. Sullivan*  
COUNTY CLERK

---

**8. WARRANTY DEED**

The Alling & Cory Company  
TO  
Estelle B. Spinney

---

*Instrument Date:* 3-8-1946  
*Acknowledged Date:* 3-8-1946  
*Record Date:* 3-13-1946 *Time:* 10:15 AM  
*Instrument Location:* Liber 1193 of Deeds; Page 520  
*Consideration:* \$1.00

Revenue Stamps: \$23.10

SEE INSTRUMENT ATTACHED

BOOK 1193 PAGE 520

# This Indenture,

Made the eighth day of March Nineteen Hundred and Forty-six

Between The Alling & Cory Company

a corporation organized under the laws of the State of New York, having its office and principal place of business at 25 Verona Street, Rochester, New York,

party of the first part, and

Estelle B. Spinney of 277 Park Avenue, New York, New York,

party of the second part,

Witnesseth, that the party of the first part, in consideration of

One - - - - - Dollar

(\$1.00) lawful money of the United States,

paid by the party of the second part,

does hereby grant and release unto the party of the second part,

her heirs and assigns forever, all THAT TRACT OR PARCEL OF LAND, situate in the City of Syracuse, Onondaga County, New York, and being part of Farm Lot 261 of the late Onondaga Salt Springs Reservation now in the City of Syracuse, New York, and more particularly described as follows: Beginning at a point in the southerly line of West Payette Street, said point being N. 75° 35' 20" W. 138.05 feet from the intersection of said line with the westerly line of South Geddes Street, and it also being at the westerly face of the wall of a five-story brick building now standing at the southwesterly corner of South Geddes and West Payette Streets; thence S. 2° 08' 30" E. along the westerly face of said wall and the prolongation thereof 137.20 feet to a point in the northerly line of lands conveyed to Charles E. Lipe by The Straight Line Engine Company, recorded in Onondaga County Clerk's Office in book 277 of deeds at page 385; thence S. 83° 15' 30" W. along said Lipe's northerly line 38.29 feet to a point where said line is intersected by the southerly line of a perpetual easement granted to United States of America by decree dated March 13, 1944; thence S. 86° 43' W. along the southerly line of said easement 77.46 feet to the southeasterly corner of lands conveyed to United States of America by decree dated April 7, 1943 and recorded in Onondaga County Clerk's Office on April 8, 1943 in book QQ of Lis Pendens at Page 239; thence N. 0° 31' W. along the easterly line of lands of United States of America 174.79 feet to the southerly line of West Payette Street; thence S. 75° 35' 20" E. along said southerly street line 115.44 feet to the place of beginning.

Party of the first part grants and conveys to the party of the second part, its successors and assigns, the use and enjoyment in common with first party and others to whom such rights have been reserved of all of the rights, rights of way and easements through, over and across the lands and premises to the west and south of the premises above described, which rights, rights of way and easements were conveyed to first party by Brown-Lipe Gear Company by deed dated December 24, 1945 and recorded in the Onondaga County Clerk's Office January 5, 1946, subject to such limitations and restrictions as may

Lot 19, 20, 21, White S. W.

Lot 261 White



*7. Lot 261 White*

be contained in the instruments creating said easements, rights of way, etc. Also a right of way for ingress and egress for pedestrians, trucks and other vehicles over and across the lands of the party of the first part not herein conveyed and/or over which it has easement rights to South Geddes Street, which right of way shall be kept open at all times for passage of vehicles.

The party of the first part reserves to itself a right of way or easement sufficient for ingress and egress over the lands conveyed herein to the party of the second part along the southerly line of the said premises and along the westerly line thereof to West Fayette Street, which easement or right of way shall be sufficient in width for free pedestrian and vehicle use. The right of way along the southerly line of said premises is to be used in common with others to whom similar rights have been granted. The party of the first part also reserves to itself across the lands hereby conveyed to second party a right of way or easement for railroad side track facilities which is to be used jointly by the parties hereto and Life Rollway Corporation.

BOOK 1193 PAGE 522

**Together** with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

**To have and to hold** the premises herein granted unto the party of the second part, her heirs and assigns forever.

**And** the party of the first part covenants as follows:

**First.** That the party of the second part shall quietly enjoy the said premises;

**Second.** That the party of the first part will forever **Warrant** the title to said premises.

In Presence of



**In Witness Whereof,** The

party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer the day and year first above written.



The Alling & Cory Company

By Thomas R. White  
Vice President

State of New York  
County of MONROE

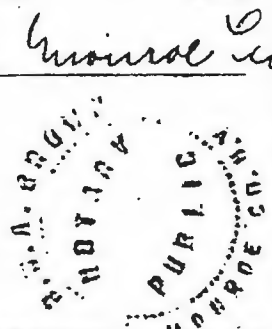
ss..

CITY of ROCHESTER

On this eighth day of March, Nineteen Hundred and Forty-six before me personally came Thomas R. White to me personally known, who, being by me duly sworn, did depose and say that he resides in Rochester, New York that he is the Vice-President of The Alling & Cory Company the corporation described in, and which executed, the above Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

*Thomas R. White*

Notary Public



STATE OF NEW YORK  
COUNTY OF MONROE  
MONROE COUNTY CLERK'S OFFICE



I, WALTER H. WICKINS, Clerk of the County of Monroe, of the County Court of said County, and of the Supreme Court, both being Courts of Record, having common seal, DO CERTIFY, that

*B. W. A. Brown*  
before whom the annexed Oath, Affidavit, Acknowledgment purports to have been made or taken, and certified by him, was at the time of the making or taking thereof a NOTARY PUBLIC in and for said County, and was duly authorized to take the same, and was authorized by the laws of this State to take and certify the acknowledgment and proof of deeds to be recorded in this State; that I am well acquainted with his handwriting and verily believe his signature thereto is genuine and that such officer is not required by law to have a seal nor is he required to have a specimen impression thereof filed or deposited in this office, or recorded, filed or deposited in any other place.

In Witness Whereof, I have hereunto set my hand and the official seal of said Court this *8th* day of *March*, 1946

A 4852

By *Walter H. Wickins* Clerk  
*Henry E. Bielaki* Deputy Clerk

*Lots 19, 20, 21 White B.W. tractated by J. Lot 261*

**deed**  
CORPORATION WARRANTY

THE ALLING & CORY COMPANY

Recorded this 13th day of March 1946  
at 10:15 A.M.

*Walter H. Wickins*  
COUNTY CLERK

ESTELLE B.

*2 Mary de*

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*Dated*

STATE

County of

RECORDED

day of

at

in LIBER

at PAGE

BOOK 1193 PAGE 523

RECORDED

HISCOCK, COWIE, BRUCE, LEE & MAWHINNEY

SYRACUSE, N.Y.

MONROE CO. CLERK'S OFFICE

MAR 13 10 15 AM '46

9. LEASE

Estelle B. Spinney  
TO  
B.H. Spinney Co., Inc.

---

*Instrument Date:* 2-27-1954  
*Acknowledged Date:* 2-27-1954  
*Record Date:* 4-15-1954 *Time:* 2:37 PM  
*Instrument Location:* Liber 1681 of Deeds; Page 414  
*Consideration:* \$1,000.00

SEE INSTRUMENT ATTACHED



# This Agreement.

Made the 27th day of February in the year One Thousand Nine Hundred and Fifty-four.

Between ESTELLE B. SPINNEY, of North Cove, Saybrook Connecticut,

CITY

of the first part, and

B. H. SPINNEY CO., INC., a corporation duly established under the laws of the State of New York and having a usual place of business in Syracuse, County of Onondaga and State of New York, at 1115-1129 West Fayette Street,

of the second part,

**Witnesseth,** That the said party of the first part hath agreed to let, and hereby doth let, and the said party of the second part hath agreed to take, and hereby doth take, ~~the premises situated at 1115-1129 West Fayette Street, Syracuse, New York, consisting of approximately 32,000 square feet, meaning and intending to lease all the buildings B. H. Spinney Co. Inc. now occupies as a tenant at will.~~ the premises known and designated as number 1115-1129 West Fayette Street, Syracuse, New York, consisting of approximately 32,000 square feet, meaning and intending to lease all the buildings B. H. Spinney Co. Inc. now occupies as a tenant at will.

for the term of ten (10) years - - - - - to commence on the first day of March 1954, and to end on the 28th day of February 1964, at eight o'clock in the forenoon. The said party of the second part agrees to pay to the said party of the first part the total - - - - - rent of One Hundred Twenty Thousand (\$120,000.) Dollars ~~xxx~~ ~~payable~~.

to be paid by the Lessee in equal monthly installments of One Thousand (\$1,000.) Dollars each, in advance on the first day of each and every month of the said term.

And it is expressly Agreed, That if default be made in the payment of the rent, or any part thereof, or if the said party of the second part shall, without the written consent of the party of the first part, let, sell, underlet or assign over, the said premises, or any part thereof, for the whole or any part of said term, or shall use said premises or any part thereof, for any other purpose than incidental to and in connection with and in furtherance of the business now carried on and to be carried on by the Lessee herein; said written consent of the party of the first part shall not be unreasonably withheld;

or shall violate any other covenant or agreement contained in this lease, then, in either case, the said party of the first part shall have the right at her election, to terminate this lease, on first giving to the said party of the second part sixty (60) days' notice of such election, to be served personally or by posting a notice in some conspicuous place in or about the premises hereby let, or if absent from the premises to be left at its last and usual place of business; and the above mentioned term shall thereupon cease at the expiration of the said sixty (60) days, in the same manner and to the same effect, as if that were the expiration of the original term of this lease. It being further agreed that such election shall be in the discretion of the said party of the first part, and when exercised, shall be conclusive upon the party of the second part; and in case the party of the second part shall violate the covenant not to underlet or assign, or to use the premises only for the purpose aforesaid, then the party of the first part, in addition to terminating the lease as heretofore provided, may also recover as damages for the violation of said covenants, or either of them, a sum equal to the amount of six months rent of the premises as herein reserved, as stipulated and liquidated damages, and not as a penalty. And the said party of the second part further agrees to keep the said premises, and every part thereof, in good repair during the said term, and leave the same in as good condition as when taken, reasonable use and wear thereof excepted.

And it is further Agreed, That the said party of the first part, in person or by agent, shall be permitted to enter the said premises at all reasonable times of the day to examine the same, or to make such repairs therein as shall, by the said party of the first part, be thought requisite; and the said party of the first part may put in or about said premises such notices, "For Sale," or "To Let," as she shall deem proper, and may enter upon and pass through and over said premises for the purpose of showing the same to persons wishing to purchase or lease the same. And also, that if the said premises shall at any time become vacant during the said term in consequence of the removal of the said party of the second part, for non-payment of rent, by legal process, or any other cause, the said party of the first part shall and may re-enter the same, and use such force for that purpose as the said party of the first part shall think fit, without being liable to any prosecution therefor, and may thereupon treat the said lease as terminated, and re-let the said premises for his own use; or said party of the first part may re-let said premises as the agent of said party of the second part, applying the avails thereof, first, to the expenses that may accrue in re-entering, and then to the payment of the rent due by these presents, and the balance to pay over to the party of the second part; or may hold the party of the second part for any balance remaining due after so applying the proceeds,

It is further Agreed. That if the said premises shall be destroyed by fire, or so much damaged as to render them untenable, without the fault of the party of the second part, either party may, within thirty days thereafter, elect to terminate this lease, and the term hereby granted, by giving the other party written notice of the same, to be served personally, or if absent from <sup>Syracuse, New York</sup> ~~its usual place of business~~ to be left at her last place of residence, and ~~thereupon the rent is cease upon the party of the second part~~ paying the rent that has accrued; but said term to cease or be surrendered by the said party of the second part, or said rent to cease from no other cause, without consent of the party of the first part.

And the said party of the second part further agrees to use all reasonable precaution to prevent waste, and to prevent said premises from being destroyed or injured by fire or otherwise; and agrees not to throw or deposit any dirt or other objectionable matter in the areas in or about said premises, either in front or in rear, it being understood that the premises hereby leased are to be kept in cleanly and healthful condition.

And the said party of the second part further agrees that it will not, during the continuance of this lease, keep or suffer to be kept on said premises any ashes in wooden vessels of any kind; that it will not create or suffer to be created, any nuisance on or about the same; and that it will cause the sidewalk and street in front thereof to be duly cleaned, as may be required by any City Ordinance or regulation, and be responsible to the said party of the first part for any loss or damage to which he shall be put by reason of any default therein.

And the said party of the second part shall take special care that no damage happens to the building, or any fixtures therein in the use of water or gas, and they shall be liable for all damage occasioned by themselves, their agents or servants, in the commission or omission of any acts causing such damage; and to observe and keep all the rules and regulations of the gas and water companies supplying such premises with gas and water, and promptly pay their bills.

The Lessee covenants and agrees with the Lessor that during the term of this lease, or any extension thereof, the Lessee:

1. Will, at the Lessee's expense, make all repairs, replacements, improvements, alterations and additions of every name and nature which may become necessary or which the Lessee shall elect to do.
2. Will keep all and singular the lease premises, including plumbing, heating, gas and light and all other fixtures in such repair, order and condition as the same are in at the commencement of said term or may be put in during the continuance thereof, reasonable use and wear thereof, damage, fire and unavoidable casualty only excepted.
3. Will keep all glass now on the premises whole or in good condition and will replace with glass of same quality any that may be broken or damaged.

DEED BOOK 1681 PAGE 415

DEED BOOK 1681 PAGE 416

B. H. SPINNEY CO., INC.

By Byron H. Spinney  
Its President

For and in Consideration, of the letting of the premises within described, and for the sum of One Dollar, I hereby become security for the punctual payment of the rent, and performance of the covenants in the within written agreement, mentioned to be paid and performed by and if any default shall be made therein I do hereby promise and agree to pay unto any deficiency and fully satisfy the conditions of the said agreement, without requiring any notice of non-payment or proof of demand being made.

Given under my hand and seal, the \_\_\_\_\_ day of \_\_\_\_\_ 1954

## COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

February 27, 1954

Personally appeared, before me, the above named ESTELLE B. SPINNEY and acknowledged the foregoing to be her free act and deed.

Oswald W. Jenkins  
Notary Public  
My commission expires \_\_\_\_\_

## COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

February 27, 1954

Personally appeared, before me, the above named BYRON H. SPINNEY and acknowledged the foregoing to be his free act and deed and the free act and deed of B. H. SPINNEY CO., INC.

Oswald W. Jenkins  
Notary Public  
My commission expires \_\_\_\_\_

Commission Expires Sept. 10, 1954

## Commonwealth of Massachusetts

HAMPDEN } ss.  
COUNTY }

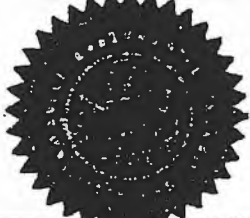
EDWARD G. SHEA,

I, ~~EDWARD G. SHEA~~, Clerk of the Supreme Judicial Court

of said County, the same being a Court of Record, and having by law a seal, do hereby certify that Oswald W. Jenkins, by whom the certificate of acknowledgment

was taken, and whose name is subscribed thereto, was at the time of taking the same a Notary Public, ~~Justice of the Peace~~, residing in said County, duly commissioned and sworn, and authorized by the laws of said State to take the proof or acknowledgment of deeds and other instruments in writing, to be recorded in said State, and to administer oaths or affirmations in said County, that I am well acquainted with his hand writing, and verily believe that the signature to the foregoing certificate is genuine, and I do hereby further certify that I am not required by law to have on file in this office the impression of the seal of notaries public.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, which is the seal of said Court, this \_\_\_\_\_ day of \_\_\_\_\_ 1954.



Edward G. Shea  
Clerk.

CERTIFICATE OF CONFORMITY  
OF ACKNOWLEDGEMENT TO LAW  
OF SISTER STATE

I, Sol W. Weltman, an Attorney-at-Law of Massachusetts,  
do hereby certify that the acknowledgement or proof upon the  
annexed document was taken in the manner prescribed by the laws  
of the Commonwealth of Massachusetts and conforms to the laws  
thereof.

In Witness Whereof, I have hereunto set my hand and affixed  
my seal this 27th day of February, 1954.

*Sol W. Weltman*

RECORDED THIS 15<sup>th</sup> DAY OF April 1954

AT 2:37 P.M.

*W. Snowden Smith III*  
COUNTY CLERK

DEED BOOK 1681 PAGE 417



---

## 10. WARRANTY DEED

Estella B. Spinney  
TO  
Larry Freedman

---

*Instrument Date:* 5-6-1966  
*Acknowledged Date:* 5-6-19xx  
*Record Date:* 5-6-1966 *Time:* 11:57 AM  
*Instrument Location:* Liber 2298 of Deeds; Page 364  
*Consideration:* \$1.00

Conveys same premises as described at number 8

Revenue Stamps: \$44.00

Together with and subject to the easements set forth in the deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946, and recorded in the Onondaga County Clerk's Office March 13, 1946 in Book 1193 of Deeds at page 520 &c.

Subject also to any and all other easements of record including, but not limited to, a perpetual easement along the southerly bounds of the above described premises held by the United States of America.

The above described premises being the same premises as conveyed by The Alling and Cory Company to Estelle B. Spinney by the above referred to deed.

---

## 11. WARRANTY DEED

Larry Freedman  
TO  
Paramount Cap Co., Inc.

---

*Instrument Date:* 5-22-1968  
*Acknowledged Date:* 5-22-1968  
*Record Date:* 5-22-1968 *Time:* 2:04 PM  
*Instrument Location:* Liber 2374 of Deeds; Page 361  
*Consideration:* \$1.00

Conveys same premises as described at number 8

Revenue Stamps: None

Together with and subject to the easements set forth in the deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946, and recorded in the Onondaga County Clerk's Office March 13, 1946 in Book 1193 of Deeds at page 520 &c.

Subject also to any and all other easements of record including, but not limited to, a perpetual easement along the southerly bounds of the above described premises held by the United States of America.

The above described premises being the same premises as conveyed by The Alling and Cory Company to Estelle B. Spinney by the above referred to deed.

---

## 12. WARRANTY DEED

Paramount Cap Co., Inc.  
TO  
Esther L. Shrier

---

*Instrument Date:* 5-20-1992  
*Acknowledged Date:* 5-20-1992  
*Record Date:* 6-12-1992  
*Instrument Location:* Liber 3772 of Deeds; Page 4  
*Consideration:* \$1.00

Conveys same premises as described at number 8

T.T. Stamps: Exempt

Together with and subject to the easements set forth in the deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946, and recorded in the Onondaga County Clerk's Office March 13, 1946 in Book 1193 of Deeds at page 520 &c.

Subject also to any and all other easements of record including, but not limited to, a perpetual easement along the southerly bounds of the above described premises held by the United States of America.

Being the same premises conveyed to the party of the first part by Warranty Deed dated May 23, 1968 and recorded in the Onondaga County Clerk's Office on May 22, 1968 in Book 2374 at page 361.

This transaction is made pursuant to a plan of liquidation of the party of the first part.

---

## 13. WARRANTY DEED

Esther L. Shrier  
TO  
Ward Sales Company, Inc.

---

*Instrument Date:* 6-8-1992  
*Acknowledged Date:* 6-8-1992  
*Record Date:* 6-12-1992  
*Instrument Location:* Liber 3772 of Deeds; Page 6  
*Consideration:* \$1.00

Conveys same premises as described at number 8

T.T. Stamps: \$240.00

Together with and subject to the easements set forth in the deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946, and recorded in the Onondaga County Clerk's Office March 13, 1946 in Book 1193 of Deeds at page 520 &c.

Subject also to any and all other easements of record including, but not limited to, a perpetual easement along the southerly bounds of the above described premises held by the United States of America.

Being the same premises conveyed to the party of the first part by Warranty Deed from

# 13 (continued)

Paramount Cap Co., Inc., dated May 20, 1992, and recorded simultaneously herewith in the Onondaga County Clerk's Office.

---

**14. CERTIFICATE OF INCORPORATION**

SEE INSTRUMENT ATTACHED

WARD SALES COMPANY, INC.  
 CERTIFICATE OF INCORPORATION

CERTIFICATE OF INCORPORATION OF WARD SALES COMPANY, INC. PURSUANT TO ARTICLE TWO OF THE STOCK CORPORATION LAW. We, the undersigned, for the purpose of forming a corporation pursuant to Article 2 of the Stock Corporation Law of the State of New York, do hereby make, subscribe and acknowledge a certificate for that purpose, as follows: 1. The name of the proposed corporation is: "WARD SALES COMPANY, INC. 2. The purposes for which said corporation is to be formed are as follows: A. To manufacture, fabricate or otherwise, make the following: Felt collegiate mascots, plush animals, both hand stuffed and sewn: Felt banners, pennants, descriptive and inscriptive seals and insignas processed in either Perma Dye, Flock or in any other manner. B. To do chenille lettering and embroidery. C. To do all silk screen processing of shirts, garments, banners, emblems and advertising designs for insignas and otherwise. D. To manufacture drapes and hangings for exhibition purposes and any and all garments, caps, shirts in any manner including sewing. 3. To purchase or otherwise acquire, hold, own, mortgage, pledge, sell, assign, transfer and generally to invest, trade and deal in personal property of every class and description. 4. To purchase, acquire, hold and dispose of the stocks, bonds and other evidences of indebtedness of any corporation, domestic or foreign, and to issue in exchange therefor its stock, bonds or other obligations, and to exercise in respect thereof all the rights, powers and privileges of individual owners, including the right to vote thereon, and to aid in any manner, as permitted by law, any corporation or association of which any bonds or other securities or evidence of indebtedness or stock are held by the corporation, and do any acts or things designed to protect, preserve, improve or enhance the value of any such bonds or other securities or evidences of indebtedness or stock. 5. To buy, sell, exchange or otherwise deal in mortgages, on real, personal and mixed property, promissory notes, certificates of indebtedness, and any and all types and evidences of indebtedness of whatever name or nature. 6. To apply for, and obtain, register, purchase, lease or otherwise to acquire and to hold, use, own, operate and introduce and to sell, assign, or otherwise dispose of, any trademarks, tradenames, patents, inventions, licenses, sublicenses, improvements and processes used in connection with or secured under letter-patents of the United States, or elsewhere or otherwise, and to use, exercise, develop, grant licenses and sublicenses in respect of, or otherwise turn to account any such trademarks, patents, licenses, sublicenses, processes and the like, or any such property or rights, provided always that the terms "use" and "operate" shall not be deemed to include any business except such as is permitted by the Business Corporation Law. 7. To acquire the good will, rights and property of any person, firm, association or corporation, and to pay for the same, and for any of the assets hereinbefore and hereinafter set forth, in cash, in the stock, bonds, notes of this corporation, or otherwise, and to hold or in any manner dispose of the whole or any part of the property so purchased; or to conduct in any lawful manner the whole or any part of the business so secured, provided such business is of a kind herein stated, and to exercise all the powers necessary or convenient in and about the conducting and management of such business. 8. To conduct its business and all or any of its branches, so far as permitted by law in the State of New York and in other states of the United States of America, and in the territories and the District of Columbia, and in any and all dependencies of, colonies or possessions of the United States of America and foreign countries; and for and in connection with such business to hold, possess, purchase, mortgage and convey real and personal property, and to maintain offices and agencies either within or anywhere without the State of New York. 9. To acquire, hold, own, dispose of and generally deal in grants, concessions, franchises and contracts of every kind; to cause to be formed, to promote and to aid in any way in the formation of any corporation, domestic or foreign. 10. To make, accept, endorse, execute and issue promissory notes, bills of exchange, bonds, debentures and other obligations, from time to time, for the purchase of property or for any purpose in or about the business of the company, and to secure the payment of any such obligation by mortgage, pledge, deed of trust or otherwise. 11. The amount of capital stock shall be Twenty Thousand Dollars (\$20,000.00), to consist of Two hundred (200) shares of the par value of One hundred dollars (\$100.00) each, all common stock. 12. The office of the corporation shall be located at 121 So. Clinton Street, in the City of Syracuse, Onondaga County, New York, and this address is the address to which the Secretary of State shall forward copies of process. 13. The duration of the corporation shall be perpetual. 14. The number of directors of said corporation shall be three (3). 15. The names and post office addresses of the Directors until the first annual meeting of the stockholders are as follows:

David Shrier  
 Julius Shrier  
 Sidney Shrier

522 Westmoreland Ave. Syracuse, N. Y.  
 402 Ellis St. Syracuse, N. Y.  
 522 Westmoreland Ave. Syracuse, N. Y.

16. The names and post office addresses of each of the subscribers of this Certificate and the statement of the number of shares of stock which they agree to take are as follows:



	Post Office Address	No. of Shares	Class
David Shrier	522 Westmoreland Ave. Syracuse, N. Y.	65	Common
Julius Shrier	402 Ellis St. Syracuse, N. Y.	65	Common
Sidney Shrier	522 Westmoreland Ave. Syracuse, N. Y.	65	Common

17. All of the subscribers of this Certificate are of full age; at least two-thirds of them are citizens of the United States, and at least one of them is a resident of the State of New York. All of the persons named as directors are of full age, and at least one of them is a citizen of the United States and a resident of the State of New York. 18. The Secretary of the State of New York is hereby designated as the agent of the corporation upon whom process in any action or proceeding may be served. 19. The meetings of the Board of Directors shall be held only within the State of New York. IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Certificate in triplicate, this 10th day of September, 1955. David Shrier Julius Shrier Sidney Shrier STATE OF NEW YORK COUNTY OF ONONDAGA CITY OF SYRACUSE SS: On this 10th day of September, 1955, before me, the subscriber, personally came DAVID SHRIER, JULIUS SHRIER, and SIDNEY SHRIER, to me known, and known to me to be the same persons described in and who executed the foregoing Certificate and they severally duly acknowledged to me that they executed the same. Vivian A. McDonald VIVIAN A. McDONALD Notary Public in the State of New York Qualified in Onon. Co. No. 34-7819250 My Commission Expires March 30, 1956 (ENDORSED) CERTIFICATE OF INCORPORATION OF WARD SALES COMPANY, INC. PURSUANT TO ARTICLE TWO OF THE STOCK CORPORATION LAW DATED: SEPTEMBER 10, 1955 STATE OF NEW YORK DEPARTMENT OF STATE FILED SEP 12 1955 TAX \$10- FILING FEE \$40- Carmine O. DeSapio Secretary of State By J. Tracy 26788 STATE OF NEW YORK DEPARTMENT OF STATE SH.: I CERTIFY That I have compared the preceding copy with the original Certificate of Incorporation of WARD SALES COMPANY, INC., filed in this department on the 12th day of September, 1955, and that such copy is a correct transcript therefrom and of the whole of such original. Seal Witness my hand and the official seal of the Department of State at the City of Albany, this twelfth day of September, one thousand nine hundred and fifty-five. Samuel London Deputy Secretary of State.....FILED SEP. 19, 1955.....RECORDED SEP. 19, 1955. @ 9:36 A. M.

*W. L. Smith* CLERK RJ

---

## 15. WARRANTY DEED

Ward Sales Company, Inc.

TO

Becko Associates, LLC

---

*Instrument Date:* 7-18-2005  
*Acknowledged Date:* 7-18-2005  
*Record Date:* 7-19-2005 *Time:* 3:24 PM  
*Instrument Location:* Liber 4894 of Deeds; Page 416  
*Consideration:* \$1.00

Conveys same premises as described at number 8

T.T. Stamps: \$400.00

Together with and subject to the easements set forth in the deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946, and recorded in the Onondaga County Clerk's Office March 13, 1946 in Book 1193 of Deeds at page 520 &c.

Subject also to any and all other easements of record including, but not limited to, a perpetual easement along the southerly bounds of the above described premises held by the United States of America.

Being the same premises as that conveyed by Esther L. Shrier to Ward Sales Company, Inc. by Warranty Deed recorded on the 12th day of June, 1992 in Book 3772 of Deeds at page 6 in the Onondaga County Clerk's Office.

---

## 16. NOTE

NOTE: This certificate includes a search for records in the County Clerk's Office which would have expired on or subsequent to March 7, 2020 and which may have been extended under the provisions of Executive Order No. 202 - Declaring a Disaster Emergency in the State of New York and any subsequent continuations, extensions, modifications and/or amendments thereof.

**17. JUDGMENT CERTIFICATION**

Becko Associates, LLC,  
from March 7, 2010 to November 3, 2021.

\*\*\*\*\* END OF PAGE \*\*\*\*\*

## ABSTRACT CERTIFICATE

STEWART TITLE INSURANCE COMPANY, a New York Corporation, for good consideration paid, CERTIFIES AND GUARANTEES (pursuant to New York Insurance Law section 6403(b)(1)) to the current record owner(s) of an interest in or specific lien upon the **premises described at Set-Outs 8** immediately preceding this Certificate (the "Subject Premises") and their successors in interest of record that:

1. It has searched the Collector's Bonds (3 years), Deeds, Federal Tax Liens (10 years), Financing Statements (up to 5 years), Judgments (10 years), Leases, Liens in favor of the USA obtained pursuant to Titles 18 and 28 of the US Code (20 years), Mechanics Liens (1 year), Mortgages (including Loan Commissioners), Notices of Pendency, Sheriff's Certificates of Sale, Surety Bonds, and Welfare Liens indices maintained in the County Clerk's Office and the Surrogate indices maintained in the Surrogate's Court, for the county in which the Subject Premises is located, against the names of the parties appearing in the Abstract as owning or having an interest in the Subject Premises during the record periods of such ownership from and including the date **12-23-1945** to the date of this Certificate.
2. It has searched the Inactive Hazardous Waste Disposal Site Registry Index maintained in the County Clerk's Office for the County in which the Subject Premises is located against the tax map parcel number or the section, block and lot number of the Subject Premises.
3. It found the matters set forth in the Abstract at **Set-Outs 1 through 17**; said matters are correctly set forth therein, and there is nothing more in those indices which appears to affect the Subject Premises, or any part thereof.
4. This search does not set forth mortgages, judgments, liens, notices of pendency or encumbrances recorded or filed prior to or during the period of this search for which cancellations, discharges or satisfactions have been recorded or filed.
5. If any covenant or restriction referenced or appearing in this search violates any provision of the Federal Fair Housing Act (42 U.S.C. § 3601 et seq.), as amended, it is set forth herein solely in the interest of complete and accurate reporting.
6. This Abstract certificate is made by a title insurance company authorized to do business in the State of New York, which company maintains statutory loss reserves for abstracts; or is made by an abstract company which maintains errors and omissions insurance coverage of at least \$1,000,000.00. The Guaranty under this Certificate shall not be limited by time.
7. This Certificate meets minimum recommended standards of the Onondaga County Bar Association in effect as of the date of this certificate.
8. And that upon examination for ten years last past of the Judgment Indices in the County Clerk's Office, there are no Judgments or Transcripts of Judgment or New York State Tax Warrants docketed in the County Clerk's Office, against the named persons at **Set-Out 17** for the periods set opposite their respective names, except as shown.

IN WITNESS WHEREOF, STEWART TITLE INSURANCE COMPANY has caused this Certificate to be signed by its Authorized Officer this **3rd day of November, 2021** at **8:00** o'clock **A.M.**

STEWART TITLE INSURANCE COMPANY

By



Authorized Officer



## **STEWART TITLE INSURANCE COMPANY**

### **PRIVACY POLICY NOTICE**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach Bailey Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with notice of its privacy policies and practices, such as the type and information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy practices of **STEWART TITLE INSURANCE COMPANY**.

We may collect nonpublic information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or other.
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect from our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We may also disclose this information about customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

CHICAGO TITLE

SEARCH NO.: 2217-0466SCH

18. BECKO ASSOCIATES, LLC  
  
-to-  
  
NESTFIRST, LLC

**Warranty Deed with Lien Covenant**  
**Dated:** January 28, 2022  
**Ack:** January 28, 2022  
**Cons:** \$1.00 &c  
**Transfer Tax:** \$1,280.00  
**Rec.:** February 1, 2022 @ 09:24 AM  
**Inst. No.:** 2022-00004426

**Conveys:** The premises described at set out No. 8.

Together with and subject to the easements set forth in the deed from The Alling and Cory Company to Estelle B. Spinney dated March 8, 1946, and recorded in the Onondaga County Clerk's Office March 13, 1946, in Book 1193 of Deeds at Page 520 &c.

Subject also to any and all other easements of record including, but not limited to a perpetual easement along the southerly bounds of the above described premises held by the United States of America.

Subject to easements, covenants and restrictions of record.

**Recites:** Being the same property conveyed to Becko Associates, LLC by Ward Sales Company, Inc. by Deed dated July 18th, 2005 and recorded in Deed Book 4894 at page 417 in the Onondaga County Clerk's Office on July 19th, 2005.

19. NESTFIRST, LLC  
  
-to-  
  
BECKO ASSOCIATES, LLC

**Mortgage**  
**For:** \$300,000.00  
**Dated:** January 28, 2022  
**Ack.:** January 28, 2022  
**Rec:** February 1, 2022 at 09:25 AM  
**Inst. No.:** 2022-0000427

**Covers:** The premises described at set out No. 8.

Search No.: 2217-0466SCH

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, for valuable consideration to it paid, GUARANTEES to the record owners of an interest in or a specific lien upon the premises particularly described at **9** and their successors in interest of record, that the setouts designated herein by marginal numbers **18 to 19** inclusive, accurately reflect all the references affecting title to said premises, which appear upon INDICES TO:

- a. Deeds, Mortgages, Lis Pendens and Sheriff's Certificate of Sale;
- b. UNPAID State and County Taxes \_\_\_\_\_  
UNPAID City and Local Taxes \_\_\_\_\_
- c. FINANCING STATEMENTS, (UCC-1) for security agreements attached to real estate for five years last past.  
PUBLIC WELFARE LIENS since January 1, 1966,  
FEDERAL TAX LIENS for ten years and thirty days last past,  
FEDERAL JUDGMENTS for twenty years last past;  
STATE CRIMINAL SURETY BONDS for ten years last past,  
INDIVIDUAL SURETY BONDS, since August 31, 1942,  
COLLECTORS BONDS for three years last past,  
MECHANICS LIENS for one year last past, and  
INACTIVE HAZARDOUS WASTE DISPOSAL SITES since July 1, 1993  
filed and/or recorded in the Onondaga County Clerk's Office, and
- d. GENERAL INDICES to Decedents estates in the office of the SURROGATE OF ONONDAGA COUNTY

against the names of the parties appearing in the within abstract as owning or having an interest in said premises, each during the respective record periods of said ownership or interest from November 2, 2021 at 08:00 AM to the date hereof;

And that upon examination for ten years last past of the Judgment Indices in said County Clerk's Office, there are no Judgments or Transcripts of Judgments or New York State Tax Warrants docketed in said County Clerk's Office, against the following named persons for the periods set opposite their respective names, except as shown:

NAME	FROM	TO
Becko Associates, LLC	November 2, 2021	February 1, 2022
Nestfirst, LLC	February 1, 2012	February 1, 2022

*This Abstract certificate is made by a title insurance company authorized to do business in the State of New York, which company maintains statutory loss reserves for abstracts; or is made by an abstract company which maintains errors and omissions insurance coverage of at least \$1,000,000.00.*

Dated this 1st day of February, 2022 at 09:25 AM.

***This certificate encompasses any modification to the above time limitations that may be affected by Executive Order Number 202.8 issued March 20, 2020 and any extension thereof.***

The Guaranty under this Certificate shall not be limited by time.

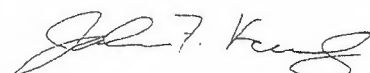
This certificate meets minimum recommended standards of the Onondaga County Bar Association in EFFECT AS of the date of this certificate.

ABSTRACT NO.: 2217-0466SCH  
ABSTRACTED BY: John F. Kenealy, Esq.



CHICAGO TITLE

By: \_\_\_\_\_



Authorized Signature

LAB

**Search No.:** 2217-2926SCH

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, for valuable consideration to it paid, GUARANTEES to the record owners of an interest in or a specific lien upon the premises particularly described at **8** and their successors in interest of record, that the setouts designated herein by marginal numbers **None** inclusive, accurately reflect all the references affecting title to said premises, which appear upon INDICES TO:

- a. Deeds, Mortgages, Lis Pendens and Sheriff's Certificate of Sale;
- b. UNPAID State and County Taxes \_\_\_\_\_  
UNPAID City and Local Taxes \_\_\_\_\_
- c. FINANCING STATEMENTS, (UCC-1) for security agreements attached to real estate for five years last past.  
PUBLIC WELFARE LIENS since January 1, 1966,  
FEDERAL TAX LIENS for ten years and thirty days last past,  
FEDERAL JUDGMENTS for twenty years last past;  
STATE CRIMINAL SURETY BONDS for ten years last past,  
INDIVIDUAL SURETY BONDS, since August 31, 1942,  
COLLECTORS BONDS for three years last past,  
MECHANICS LIENS for one year last past, and  
INACTIVE HAZARDOUS WASTE DISPOSAL SITES since July 1, 1993  
filed and/or recorded in the Onondaga County Clerk's Office, and
- d. GENERAL INDICES to Decedents estates in the office of the SURROGATE OF ONONDAGA COUNTY

against the names of the parties appearing in the within abstract as owning or having an interest in said premises, each during the respective record periods of said ownership or interest from January 31, 2022 at 08:00 AM to the date hereof;

And that upon examination for ten years last past of the Judgment Indices in said County Clerk's Office, there are no Judgments or Transcripts of Judgments or New York State Tax Warrants docketed in said County Clerk's Office, against the following named persons for the periods set opposite their respective names, except as shown:

NAME	FROM	TO
Nestfirst, LLC	January 31, 2022	May 12, 2022

*This Abstract certificate is made by a title insurance company authorized to do business in the State of New York, which company maintains statutory loss reserves for abstracts; or is made by an abstract company which maintains errors and omissions insurance coverage of at least \$1,000,000.00.*

**Dated this 12th day of May, 2022 at 08:00 AM.**

***This certificate encompasses any modification to the above time limitations that may be affected by Executive Order Number 202.8 issued March 20, 2020 and any extension thereof.***

The Guaranty under this Certificate shall not be limited by time.

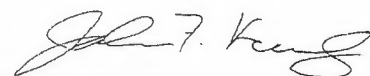
This certificate meets minimum recommended standards of the Onondaga County Bar Association in EFFECT AS of the date of this certificate.

ABSTRACT NO.: 2217-2926SCH  
ABSTRACTED BY: Joseph M. DiMaria



**CHICAGO TITLE INSURANCE SERVICES COMPANY,  
LLC**

By: \_\_\_\_\_



Authorized Signature

LAB





CHICAGO TITLE

## CHICAGO TITLE INSURANCE SERVICES COMPANY, LLC

120 Madison Street, Suite 1610  
Syracuse, NY 13202  
315-474-1273  
FAX: 315-474-4281  
WWW.NNYCHICAGOTITLE.COM

*CHICAGO TITLE...Quality is our Guarantee!*

### OTHER UPSTATE NEW YORK AREA OFFICES:

#### **BATH**

10 W Pulteney Sq., #104  
P.O. Box 1111  
Bath, NY 14810  
(607)776-7866  
FAX: (607)776-5198

#### **LOCKPORT**

122 Niagara Street  
P.O. Box 551  
Lockport, NY 14094-0551  
(716)434-2825  
FAX: (716)434-9531

#### **OSWEGO**

46 East Bridge Street  
Oswego, NY 13126  
(315)343-3537  
FAX: (315)342-1144

#### **BUFFALO**

424 Main Street  
Suite 200  
Buffalo, NY 14202  
(716)854-2982  
FAX: (716)854-0223

#### **LYONS**

66 William Street  
P.O. Box 349  
Lyons, NY 14489-0349  
(315)946-4363  
FAX: (315)946-6462

#### **ROCHESTER**

44 Exchange Blvd., Suite 100  
Rochester, NY 14614  
(585)546-6350  
FAX: (585)546-5465

1 Link	7 92/10 inches
1 Link	66/100 of a Foot
1 Rod, Rood or Perch	16 1/2 Feet
1 Chain (100 Links or 4 Rods)	66 Feet
1 Mile (80 Chains)	5,280 Feet
1 Acre	43,560 Square Feet
1 Square Mile	640 Acres

Attachment E

Repository Documentation

## Matt Walker

---

**From:** Matt Walker  
**Sent:** Friday, January 27, 2023 8:01 AM  
**To:** Matt Walker  
**Subject:** FW: Document Repository- Hazard Branch

**From:** Lauren Cox <[LCox@onlib.org](mailto:LCox@onlib.org)>  
**Sent:** Wednesday, January 25, 2023 10:07 AM  
**To:** Anthony DiGiovanni <[ADiGiovanni@cscos.com](mailto:ADiGiovanni@cscos.com)>  
**Subject:** Document Repository- Hazard Branch

Hello,

We can accept documents for your project at Hazard Branch Library. If you need any additional information, please let me know.

Thank you,

Lauren

Lauren Cox  
Branch Manager  
Hazard Branch Library  
1620 W. Genesee St.  
Syracuse, NY 13204  
315-435-5326