Emily Essi Bersani, County Clerk
401 Montgomery Street
Room 200
Syracuse, NY 13202
(315) 435-2229

Onondaga County Clerk Recording Cover Sheet

Received From :
SIMPLIFILE

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Method Returned : ERECORDING

First PARTY 1
SYRACUSE HOUSING AUTHORITY

First PARTY 2
PEOPLE OF THE STATE OF NEW YORK

Index Type : Land Records

Instr Number : 2026-00020741
Book : **Page :**

Type of Instrument : Easement
Type of Transaction : Ease, R-Way
Recording Fee: $115.50

Recording Pages : 14

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

Real Estate Transfer Tax	
RETT # :	10784
Deed Amount :	$0.00
RETT Amount :	$0.00
Total Fees :	$115.50

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) : 07/01/2026

At (Recorded Time) : 9:29.00 AM

Emily Essi Bersani, County Clerk

This sheet constitutes the Clerks endorsement required by Section 319 of Real Property Law of the State of New York

Entered By: EWRIGHT Printed On : 07/01/2026 At : 9:29:15AM

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36 OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

THIS INDENTURE made this 10th day of June, 2026 between Owner, Syracuse Housing Authority, having an office at 516 Burt Street, Syracuse, County of Onondaga, State of New York (Grantor Fee Owner), East Adams Phase II, L.P., having an office at 100 North Broadway, Suite 100, St. Louis, Missouri (Grantor Leaseholder), East Adams II A Housing Development Fund Corporation (the Grantor Leaseholder II, and together with Grantor Fee Owner and Grantor Leaseholder, collectively, the "Grantor") and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 1105-1117 State Street in the City of Syracuse, County of Onondaga and State of New York, known and designated on the tax map of the County Clerk of Onondaga as tax map parcel number: Section 94 Block 8 Lot 4.0, being the same as that property conveyed to Grantor by deed dated July 21, 2003 and recorded in the Onondaga County Clerk's Office in Liber and Page 4792/389. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 2.505 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 29, 2025 prepared by Andrew G. Ives, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, Grantor Leaseholder and Grantor Leaseholder II, is the holder of a 99-year ground lease interest in the Controlled Property, as memorialized in a Memorandum of Ground

Lease Agreement dated December 18, 2025 and recorded in the Onondaga County Clerk's Office on December 31, 2025 as Instrument No.: 2025-00043514; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement IndexNumber: C734163-03-24, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii), Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Onondaga County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be

performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee

interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:	Site Number: C734163 Office of General Counsel NYSDEC 625 Broadway Albany New York 12233-5500
With a copy to:	Site Control Section Division of Environmental Remediation NYSDEC 625 Broadway Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor Fee Owner has caused this instrument to be signed in its name.

Syracuse Housing Authority, a body politic and corporate, organized and existing under the laws of the State of New York

By: _____
Name: William J. Simmons
Title: Executive Director

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

On the 25 day of MARCH, in the year 2026, before me, the undersigned, personally appeared William J. Simmons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

JALYN CLIFFORD
Notary Public - State of New York
No. 01CL6445020
Qualified in Onondaga County
My Commission Expires December 5, 2026

IN WITNESS WHEREOF, Grantor Leaseholder has caused this instrument to be signed in its name.

East Adams Phase II, L.P.,
a New York limited partnership

By: East Adams Phase 2 GP, Inc.,
a Missouri corporation,
its managing general partner

By: _____
Brock Armstrong, Vice President

STATE OF ~~NEW YORK~~ Missouri (ah))
) ss:
COUNTY OF Stoneley)

On the 31st day of March, in the year 2026, before me, the undersigned, personally appeared Brock Armstrong, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of ~~New York~~ Missouri (ah)

ANGELA RENEE KLOECKNER
Notary Public - Notary Seal
St. Louis City - State of Missouri
Commission Number 18306817
My Commission Expires Apr 30, 2026

IN WITNESS WHEREOF, Grantor Leaseholder II has caused this instrument to be signed in its name.

East Adams II A Housing Development Fund Corporation, a New York not-for-profit corporation

By: _____

Name: William J. Simmons

Title: President

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

On the 25 day of MARCH, in the year 2026, before me, the undersigned, personally appeared William J. Simmons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public - State of New York

JALYN CLIFFORD
Notary Public - State of New York
No. 01CL6445020
Qualified in Onondaga County
My Commission Expires December 5, 2026

THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting by and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: _____
Andrew O. Guglielmi, Director
Division of Environmental Remediation

Grantee's Acknowledgment

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

On the 10th day of June, in the year 2026, before me, the undersigned, personally appeared Andrew O. Guglielmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ 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

Cheryl A. Salem
Notary Public State of New York
Registration No. 01SA0002177
Qualified in Albany County
My Commission Expires March 3, 2027

SCHEDULE "A" PROPERTY DESCRIPTION

Easement Description:
BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BURT STREET (66 FEET WIDE) AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET (60 FEET WIDE) AND RUNNING THENCE:

1. NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET, A COURSE OF NORTH 03°34'01" WEST, A DISTANCE OF 275.73 FEET TO A POINT AT THE SOUTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY ONONDAGA COUNTY INDUSTRIAL; THENCE

RUNNING EASTERLY ALONG THE SOUTHERLY LINE OF PREVIOUSLY SAID LANDS THE FOLLOWING SEVEN COURSES:

2. NORTH 86°34'39" EAST, A DISTANCE OF 152.00 FEET TO A POINT; THENCE
3. SOUTH 03°25'21" EAST, A DISTANCE OF 11.15 FEET TO A POINT; THENCE
4. ALONG A PORTION OF THE NOTHERLY SIDE OF A CONRETE WALL, NORTH 85°52'39" EAST, A DISTANCE OF 80.02 FEET TO A POINT; THENCE
5. ALONG THE NORTHERLY SIDE OF A CONCRETE WALL, NORTH 88°52'09" EAST, A DISTANCE OF 100.06 FEET TO A POINT; THENCE
6. ALONG THE NORTHERLY SIDE OF A CONCRETE WALL, SOUTH 89°42'10" EAST, A DISTANCE OF 73.46 FEET TO A POINT; THENCE
7. SOUTH 03°28'51" EAST, A DISTANCE OF 2.51 FEET TO A POINT; THENCE
8. SOUTH 87°44'43" EAST, A DISTANCE OF 27.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OAKWOOD AVENUE (60 FEET WIDE); THENCE
9. RUNNING SOUTHERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OAKWOOD AVENUE, A COURSE OF SOUTH 03°28'51" EAST, A DISTANCE OF 50.00 FEET TO A POINT OF THE NORTHEASTERLY CORNER OF A LANDS NOW OR FORMERLY OWNED BY JITENDRA G. PETAL; THENCE

RUNNING WESTERLY, SOUTHERLY, AND EASTERLY ALONG THE LINES OF PREVIOUSLY SAID LANDS THE FOLLOWING THREE COURSES:

10. SOUTH 86°05'59" WEST, A DISTANCE OF 117.10 FEET TO A POINT; THENCE
11. SOUTH 03°34'01" EAST, A DISTANCE OF 24.75 FEET TO A POINT; THENCE
12. NORTH 86°05'59" EAST, A DISTANCE OF 117.06 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OAKWOOD AVENUE (60 FEET WIDE); THENCE
13. RUNNING SOUTHERNLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF OAKWOOD AVENUE, A COURSE OF SOUTH 03°28'51" EAST, A DISTANCE OF 140.25 FEET TO A POINT AT THE NORTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OWNED BY EDDIE'S EAGLE MARKET, INC.; THENCE

RUNNING WESTERLY AND SOUTHERLY ALONG THE LINES OF PREVIOUSLY SAID LANDS THE FOLLOWING TWO COURSES:

14. SOUTH 86°05'59" WEST, A DISTANCE OF 74.12 FEET TO A POINT; THENCE

15. SOUTH 03°34'01" EAST, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF BURT STREET (66 FEET WIDE): THENCE
16. RUNNING WESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF BURT STREET, A COURSE OF SOUTH 86°05'59' WEST, A DISTANCE OF 357.75 FEET TO THE POINT OR PLACE OF BEGINNING.

ENCOMPASSING AN AREA OF 109,102 SQUARE FEET OR 2.50465 ACRES, MORE OR LESS.

Deed Description:
ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE CITY OF SYRACUSE, COUNTY OF ONONDAGA AND STATE OF NEW YORK, BEING PART OF BLOCK #257 IN SAID CITY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PRESENT EASTERLY LINE OF SOUTH STATE STREET WITH THE PRESENT NORTHERLY LINE OF BURT STREET, SAID POINT OF INTERSECTION BEING THE SOUTHWESTERLY CORNER OF SAID BLOCK #257;

THENCE NORTH 03° 42' 10" WEST, ALONG SAID EASTERLY LINE OF SOUTH STATE STREET, A DISTANCE OF 275.74 FEET TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF LANDS, NOW OR FORMERLY, OWNED BY SYRACUSE, BINGHAMTON AND NEW YORK RAILROAD COMPANY AND ALSO DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID RAILROAD COMPANY LANDS, THE FOLLOWING COURSES AND DISTANCE TO ITS INTERSECTION WITH THE PRESENT WESTERLY LINE OF OAKWOOD AVENUE;

1) NORTH 86° 26' 30" EAST, 152.00 FEET;
2) SOUTH 03° 33' 30" EAST, 11.15 FEET;
3) NORTH 85° 44' 30" EAST, 80.02 FEET;
4) NORTH 88° 44' 00" EAST, 100.06 FEET;
5) SOUTH 89° 50' 19" EAST, 73.46 FEET;
8) SOUTH 03° 37' 00" EAST, 2.51 FEET;
7) SOUTH 87° 52' 52" EAST, 27.07 FEET TO SAID POINT OF INTERSECTION;

THENCE SOUTH 03° 37' 00" EAST, ALONG SAID WESTERLY LINE OF OAKWOOD AVENUE, A DISTANCE OF 50.00 FEET TO A POINT;

THENCE SOUTH 85° 57' 50" WEST, ALONG A LINE PARALLEL TO SAID NORTHERLY LINE OF BURT STREET, A DISTANCE OF 117.10 FEET TO A POINT;

THENCE SOUTH 03° 42' 10" EAST, ALONG A LINE PARALLEL TO SAID EASTERLY LINE OF SOUTH STATE STREET, A DISTANCE OF 24.75 FEET TO A POINT;

THENCE NORTH 85° 57' 50" EAST, ALONG A LINE PARALLEL TO SAID NORTHERLY LINE OF BURT STREET, A DISTANCE OF 117.06 FEET TO ITS INTERSECTION WITH SAID WESTERLY LINE OF OAKWOOD AVENUE;

THENCE SOUTH 03° 37' 00" EAST, ALONG SAID WESTERLY LINE OF OAKWOOD AVENUE, A DISTANCE OF 140.25 FEET TO A POINT;

THENCE SOUTH 85° 57' 50" WEST, ALONG A LINE PARALLEL TO SAID NORTHERLY LINE OF BURT STREET, A DISTANCE OF 74.12 FEET TO A POINT;

THENCE SOUTH 03° 42' 10" EAST, ALONG A LINE PARALLEL TO SAID EASTERLY LINE OF SOUTH STATE STREET, A DISTANCE OF 33.00 FEET TO ITS INTERSECTION WITH SAID NORTHERLY LINE OF BURT STREET;

THENCE SOUTH 85° 57' 50" WEST, ALONG SAID NORTHERLY LINE OF BURT STREET, A DISTANCE OF 357.75 FEET TO THE PLACE OF BEGINNING.

USPS TRACKING #

9590 9402 2491 6306 6660 01

First-Class Mail
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USPS
Permit No. G-10

United States Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

HEATHER L SUNSER ESQ
BARCLAY DAMON LLP
125 EAST JEFFERSON STREET
SYRACUSE NY 13202

RE: Syracuse Housing

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JAKE DISHAW
CODE ENFORCEMENT
ONE PARK PLACE
300 SOUTH STATE STREET
7TH FLOOR
SYRACUSE NY 13202

9590 9402 2491 6306 6660 01

2. Article Number *(Transfer from service label)*

9589 0710 5270 3651 0781 11

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 7/20

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 3651 0781 11

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

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$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

Postmark Here
FRANKLIN SQ STATION SYRACUSE NY 13218 JUL 2026 USPS

Sent To
Jake Dishaw, Code Enforcement

Street and Apt. No., or PO Box No.
One Park Place, 300 South State St

City, State, ZIP+4®
SYRACUSE, NY 13202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 3651 0781 04

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Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

FRANKLIN SQ STATION SYRACUSE NY 13219 JUL 2026 USPS

Postmark Here

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Sharon F. Owens, Mayor
Street and Apt. No., or PO Box No.
City Hall, Suite 201, 233 E. Washington
City, State, ZIP+4®
Syracuse, NY 13202

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
HONORABLE SHARON F OWENS
CITY OF SYRACUSE
CITY HALL, SUITE 201
233 EAST WASHINGTON STREET
SYRACUSE NY 13202

9590 9402 9758 5266 5219 70

2. Article Number *(Transfer from service label)*
9589 0710 5270 3651 0781 04

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X J Downs ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* J Downs
C. Date of Delivery 7/20/26

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☒ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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HEATHER L SUNSER ESQ
BARCLAY DAMON LLP
BARCLAY DAMON TOWER
125 EAST JEFFERSON STREET
SYRACUSE NY 13202

RE: Syracuse Housing

BARCLAY DAMON LLP

Heather L. Sunser
Partner

July 13, 2026

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Honorable Sharon F. Owens
City of Syracuse
City Hall, Suite 201
233 East Washington Street
Syracuse, NY 13202

Re: Environmental Easement
Syracuse Housing Authority, East Adams Phase II, L.P., East Adams II A Housing Development Fund Corporation to the People of the State of New York

Dear Mayor Owens:

Attached please find a copy of an environmental easement granted to the New York State Department of Environmental Conservation ("Department")

On June 10, 2026
by Syracuse Housing Authority, East Adams Phase II, L.P., East Adams II A Housing Development Fund Corporation
for property at 1105-1117 South State Street, Onondaga County, Syracuse New York
Tax Map No.: 094-08-04.0
DEC Site No: C734163-04-24

This Environmental Easement restricts future use of the above-referenced property to restricted residential use, commercial use, or industrial use as defined in 6 NYCRR Part 375-1.8(g)(2). Any on-site activity must be done in accordance with the Environmental Easement and the Site Management Plan which is incorporated into the Environmental Easement. Department approval is also required prior to any groundwater use.

Article 71, Section 71-3607 of the New York State Environmental Conservation Law requires that:

> 1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public at: http://www.dec.ny.gov/chemical/36045.html. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of New York State Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,

Heather L. Sunser

HLS/jml
Enclosure

cc: Jake Dishaw, Deputy Commissioner of Code Enforcement and Zoning Administration
(with enclosure)