

301 Brooklea Drive
Fayetteville, NY 13066
Phone 315-637-3414
Fax 315-637-0713



Chairperson:
David Shomar

Members:
Valerie Beecher
Richard Rossetti
Judy Salamone
Erin Reynolds
Don Western
Kristen Zarella

Alternate Members:
Eric Neubauer

**Agenda
Planning Board
March 23, 2026
6:30 PM**

**Use the Manlius Planning Board's recurring Zoom Link!
The same link will be used for all meetings.**

Join from PC, Mac, iPad, or Android:
<https://us02web.zoom.us/j/87987327153>

Pledge Of Allegiance

Approval Of Minutes

1. February 23, 2026 Minutes

Director of Planning and Development - Projects Update

Current Projects

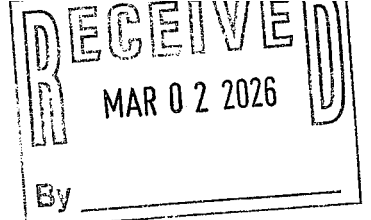
1. Special Use Permit Renewal - Crown Castle - 8020 Katy Freeway, Houston, Texas, 77024 - Cell Tower - 5350 Townsend Road - Tax Map #091.-02-21.0/1
2. Brolex Properties, LLC (Brandon Jacobson) - Recommendation to Town Board - Planned Unit Development (PUD) - Burdick Street Apartments - Medical Center Drive, Fayetteville, 13066 - Zoning Classification - Restricted Agricultural (RA) - Tax Map # 086.-01-11.0

Other Business

1. Update on Zoning - Member Reynolds

Adjournment

TOWN OF MANLIUS
Special Permit Renewal Application



DATE: February 20, 2026

Tax Map #: 091.-02-21.0/1

I, Justin Robinson, for Crown Castle USA as the applicant relative to the property located

Applicant's Name

at 5350 Townsend Road, Manlius, NY 13104; Parcel ID#: 091.-02-21.0/1, hereby request renewal of a Special Permit from the Town of Manlius, Town Board as required by the Town of Manlius Code, submit the following application and information. I further acknowledge that should any information be later determined as false or not credible in any material respect, any special permit renewed based thereon may be determined by the Town Board as void from the start or revocable.

There are no changes of information or exhibits to the existing special permit originally issued on January 8, 2020 Yes ☐ No ☒ XXX

Date

If you answered yes to the above question, please state in detail the changes you are requesting. Please attach a letter if more space is needed.

Update Contact Information:

Name: Crown Castle USA, re: Zoning Renewals

Address: 8020 Katy Freeway, Houston, TX. 77024

Phone (713) 570-3000

E-mail: jim.lee@CrownCastle.com

A handwritten signature in black ink, appearing to be "Justin Robinson", written over a horizontal line.

Applicant's Signature

February 20, 2026

Date

Justin Robinson, Project Manager for Crown Castle

Applicant Print Name

Town Code Officers Comments:

IN THE MATTER
Of
The Application of CROWN CASTLE for
Special Permit Pursuant to Chapter 155,
Section 155-17 and 155-27 of the Town of
Manlius Code

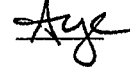
RESOLUTION EXTENDING
SPECIAL PERMIT

The **TOWN BOARD OF THE TOWN OF MANLIUS**, in the County of Onondaga, State of New York, met in regular session at the Town Hall in the Town of Manlius, located at 301 Brooklea Drive in the Village of Fayetteville, County of Onondaga, State of New York, on the 8th day of January, 2020, at 6:30 p.m. The meeting was called to order by Edmond J. Theobald, Supervisor, and the following were present, namely:

Edmond J. Theobald	Supervisor
Sara W. Bollinger	Councilor
John T. Deer	Councilor
Elaine M. Denton	Councilor
Karen M. Green	Councilor
Katelyn M. Kriesel	Councilor
Heather Allison Waters	Councilor

The following resolution was moved, seconded and adopted with the following vote:

Theobald
Bollinger

Deer

Ag

Denton

Ag

Green

Ag

Kriesel

Ag

Waters

Ag

WHEREAS, application has been made to the Town Board of the Town of Manlius for an extension of a Special Permit for the purpose of permitting the continuation of a cellular tower located at 5350 Townsend Road, Manlius, New York (09-02-21.0/1);

WHEREAS, The Town Board of the Town of Manlius held a Public Hearing on the 26th day of May, 1999, which all persons in interest and citizens desiring to be heard had an opportunity to be heard; and

WHEREAS, in 1999 the Board declared itself the lead agency on this unlisted action under SEQR and has issued a negative declaration under SEQR;

WHEREAS, the proposed Special Use is allowed under Town Code Section 155-17 with a special permit and as set forth in the resolution adopted by the Board in June 1999 and extended by resolution of the Board in May of 2010, which resolutions are incorporated herein and ratified;

WHEREAS, in the opinion of the members of the Town Board, the granting of the extension of the Special Permit requested by applicant will not adversely affect the health, safety, morals, and/or the general welfare of the public; and

WHEREAS, all other requirements of Law have been complied with and the Office of Code Enforcement is recommending the extension contemplated herein;

NOW, THEREFORE, BE IT

RESOLVED, that the Town Board of the Town of Manlius finds as follows:

1. The use possesses characteristics that blend desirably with the neighboring properties and will secure the objectives of the Zoning Ordinance of the Town of Manlius, including providing sufficient cellular services to Town residents.

2. The location, size of the use of and structure, nature and intensity of the operations involved, size of the site in relation to it, and the location of the site with respect to the streets giving access to it are such that it will be in harmony with the orderly development of the district.

3. The location, nature and height of the buildings, walls and fences will not discourage the appropriate development and use of adjacent land and buildings or impair their value.

4. The use does not conflict with any master plan or part thereof.

5. The proposal will not significantly impair the safety of the general public nor unreasonably increase traffic congestion.

6. The proposal will not significantly increase the possibility of nuisance or noise from the site.

and be it further

RESOLVED, that the applicant be, and hereby is, granted a seven (7) year extension of a Special Permit (through January 1, 2026) pursuant to the provisions of Section 155-27 of the Town of Manlius Code for the purpose of maintaining a cellular tower for telecommunication devices at 5350 Townsend Road, and be it further

RESOLVED, that the Special Permit shall be under the same terms and conditions as were issued by the Town Clerk in in 1999 and 2010, which is attached.

I, ALLISON WEBER, Town Clerk of the Town of Manlius, **DO HEREBY CERTIFY** that the preceding Resolution was duly adopted by the Town Board of the Town of Manlius at a regular meeting of the Board duly called and held on the 8th day of January, 2020; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

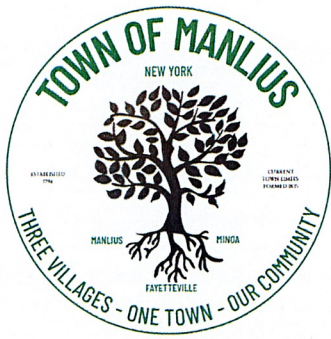
I HEREBY CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Manlius, this 8^h day of January, 2020.

DATED: January 8, 2020
Fayetteville, New York



ALLISON WEBER
Town Clerk of the Town of
Manlius



Town of Manlius

Planning and Development

DATE: March 12, 2026

TO: Town of Manlius Planning Board

FROM: Thomas Poitras, Director of Planning and Development

RE: Special Use Permit Renewal Application

1. Cell Tower - 5350 Townsend Rd, Manlius, NY 13104
 - a. Tax Map: 091.-02-21.0/1

I have reviewed the attached application and find it to be in order.

There have not been any complaints from the neighboring property owners or violations issued to the property. There have also been no substantial changes from the original Special Use Permit approvals, and I recommend that each renewal be approved for a period of twenty years (20) to expire on January 12, 2046.



Thomas A. Poitras
Director of Planning and Development

John Deer, Supervisor

Town Board - Sara Bollinger, Ingrid Gonzalez-McCurdy, Alissa Italiano, Katelyn Kriesel, Michael Nesci, William Nicholson

March 6th, 2026

Town Board
Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066



RE: PUD District Request

Burdick Street Apartments District Plan – Medical Center Dr. Fayetteville NY 13066

Town Board Members,

Keplinger Freeman Associates, on behalf of Brolex Properties LLC (the applicant), is pleased to submit the enclosed request for the creation of a Planned Unit Development (PUD) District related to the above-mentioned project.

The following items have been included for the Town Board review and consideration:

- PUD District Plan Description
- PUD District Plan Map
- SEQR Form (EAF)

Should you require any additional copies of the above items, or have any questions related to the submission, please do not hesitate to contact our office at 315-445-7980 ext. 101 or as@keplingfreeman.com.

Thank you for your consideration of this request.

A handwritten signature in black ink, appearing to read 'Alex Samoray', is written in a cursive style.

Alex Samoray

Burdick Street Apartments District Plan

- A. Intent. This district is intended to be used primarily for multiple-family dwelling units. The design of the PUD District Plan provides relatively high-density residential housing options in close proximity to neighborhood amenities and resources. The PUD District Plan shall also include a limited number of non-residential uses that are compatible with both the proposed multi-family housing on site and area.
- B. PUD District Plan Description.
 - 1. Types of land uses. The following structures and uses shall be permitted within the district, pursuant to site plan approval:
 - a. Multi-family dwellings
 - b. Personal Service
 - c. Professional Offices
 - d. Retail Sales
 - e. Artisan, maker
 - 2. Bulk Requirements
 - a. Lot Area: 1.52 Acres
 - b. Maximum Building Height: 4 stories
 - 3. Off-Street Parking requirements. The site shall contain a total of sixty-three (63) parking spaces. A minimum of one-off-street parking space for each one-bedroom Dwelling and two off-street parking spaces for each two- or three-bedroom Dwelling shall be required.
 - 4. Vehicle Circulation. Provisions for smooth internal vehicle circulation shall be made with storage space for snow which will not block parking spaces and with provision for access of emergency vehicles. The design for vehicular ingress and egress to the site from a public highway and for interior streets shall be approved by the Town Highway Superintendent.
- C. PUD District Plan Map. Attached as Appendix A is a map identifying the location of permissible land uses, public roads, sidewalks and the total acreage of the proposed PUD District Plan.
- D. Phasing Plan. The Project will be constructed in one phase.

E. Application Timeline.

1. The Owner shall be required to apply for Site Plan Approval no later than 180 days after approval of the PUD District Plan.
2. The Owner shall be required to apply for a building permit to begin construction of the project no later than 18 months after receiving site plan approval.

F. Public Roadways. Appendix A depicts the location of lands that shall be dedicated to the Town for public use as roadways.

G. Signage. All signage shall be in accordance with § 155-25 of the Manlius Town Code.

H. Utilities. All buildings will be served by public water and sewer systems.

I. Workforce Housing. 5 % of the Dwellings within the PUD District shall be designated for “Workforce Housing.” Workforce Housing shall be available for a period of ten (10) years following the issuance of a certificate of occupancy.

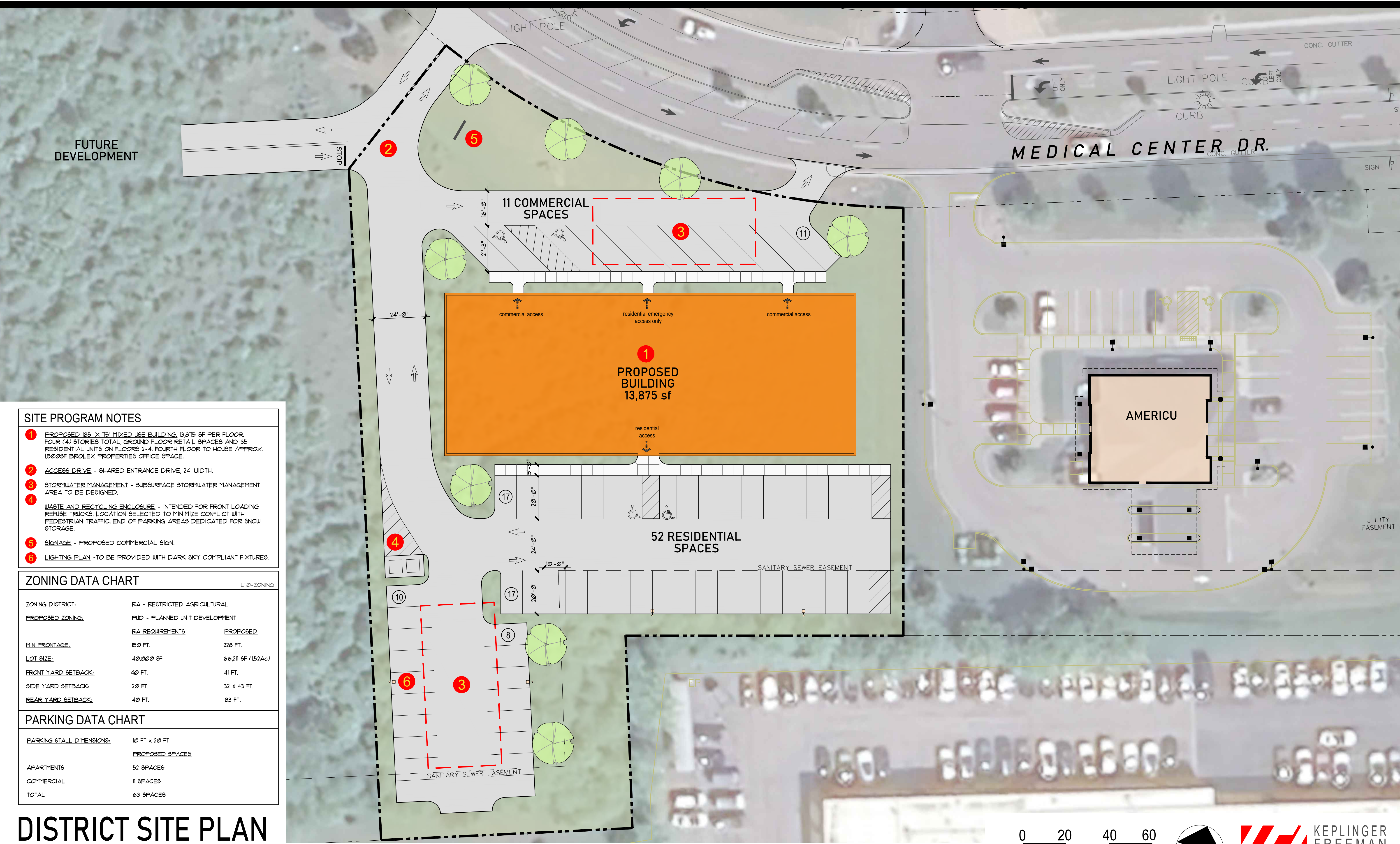
1. The Town Board may reduce the number of Workforce Housing units required or the method for calculating the rent ceiling to be considered Workforce Housing if such an adjustment is necessary to support the continued financial viability of the project.
2. Temporary noncompliance with paragraph I is permitted if such noncompliance is caused by increases in the incomes of existing tenants. The Owner shall reduce the rent for the next available equivalent vacant unit in the event that a unit previously designated as Workforce Housing no longer qualifies due to an increase in a tenant’s income.
3. The owner shall provide information on an annual basis to the Codes Officer to confirm compliance with these Workforce Housing Requirements.

J. Mixed-use. The Owner shall offer no less than 2,500 square feet of space for rent for non- residential purposes. The non-residential units may only be located on the ground floor of development.

K. Sidewalk Connections. The Owner will cooperate with the Town to connect sidewalks within the PUD District with other sidewalks constructed by the neighboring property owners in order to provide pedestrian access.

L. Sustainability.

1. The project will include approximately 2 charging plugs for electric vehicles.
2. The Owner will make a concerted effort to incorporate other alternative energy sources, i.e. solar and natural gas.



SITE PROGRAM NOTES

- 1 PROPOSED 105' X 15' MIXED USE BUILDING. 13,875 SF PER FLOOR. FOUR (4) STORIES TOTAL, GROUND FLOOR RETAIL SPACES AND 35 RESIDENTIAL UNITS ON FLOORS 2-4. FOURTH FLOOR TO HOUSE APPROX. 1,500SF BROXEX PROPERTIES OFFICE SPACE.
- 2 ACCESS DRIVE - SHARED ENTRANCE DRIVE, 24' WIDTH.
- 3 STORMWATER MANAGEMENT - SUBSURFACE STORMWATER MANAGEMENT AREA TO BE DESIGNED.
- 4 WASTE AND RECYCLING ENCLOSURE - INTENDED FOR FRONT LOADING REFUSE TRUCKS. LOCATION SELECTED TO MINIMIZE CONFLICT WITH PEDESTRIAN TRAFFIC. END OF PARKING AREAS DEDICATED FOR SNOW STORAGE.
- 5 SIGNAGE - PROPOSED COMMERCIAL SIGN.
- 6 LIGHTING PLAN - TO BE PROVIDED WITH DARK SKY COMPLIANT FIXTURES.

ZONING DATA CHART

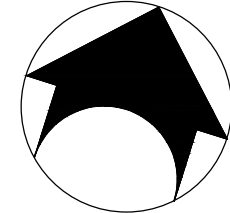
ZONING DISTRICT:	RA - RESTRICTED AGRICULTURAL	
PROPOSED ZONING:	PUD - PLANNED UNIT DEVELOPMENT	
	RA REQUIREMENTS	PROPOSED
MIN. FRONTAGE:	150 FT.	220 FT.
LOT SIZE:	40,000 SF	66,211 SF (1.52Ac)
FRONT YARD SETBACK:	40 FT.	41 FT.
SIDE YARD SETBACK:	20 FT.	32 & 43 FT.
REAR YARD SETBACK:	40 FT.	83 FT.

PARKING DATA CHART

PARKING STALL DIMENSIONS:	10 FT x 20 FT
	PROPOSED SPACES
APARTMENTS	52 SPACES
COMMERCIAL	11 SPACES
TOTAL	63 SPACES

DISTRICT SITE PLAN
MEDICAL CENTER DRIVE FAYETTEVILLE, NY

MARCH 6, 2026



Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Burdick Street Apartments		
Project Location (describe, and attach a general location map): Medical Center Drive, Fayetteville NY 13066		
Brief Description of Proposed Action (include purpose or need): The proposed action is for the development of a Planned Unit Development (PUD) consisting of multifamily residential dwelling units and commercial/mixed use tenants. The development will include a new mixed use building with approximately 30 dwelling units. The project will include necessary site improvements like roadways, parking areas, landscaping and site utilities to serve the proposed development.		
Name of Applicant/Sponsor: Brolex Properties - Brandon Jacobson		Telephone: E-Mail: brandon@brolexcompanies.com
Address: 		
City/PO: 	State: 	Zip Code:
Project Contact (if not same as sponsor; give name and title/role): Keplinger Freeman Associates - Landscape Architecture (Alex Samoray)		Telephone: 315-445-7980 E-Mail: as@keplingerfreeman.com
Address: 6320 Fly Rd #109		
City/PO: East Syracuse	State: NY	Zip Code: 13057
Property Owner (if not same as sponsor): 		Telephone: E-Mail:
Address: 		
City/PO: 	State: 	Zip Code:

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, ☒ Yes ☐ No or Village Board of Trustees	Town of Manlius Town Board - PUD district	February 2026
b. City, Town or Village ☐ Yes ☐ No Planning Board or Commission	Town of Manlius Planning Board - Site Plan	February 2026
c. City, Town or ☐ Yes ☒ No Village Zoning Board of Appeals		
d. Other local agencies ☐ Yes ☒ No		
e. County agencies ☒ Yes ☐ No	SOCPA referral	February 2026
f. Regional agencies ☐ Yes ☒ No		
g. State agencies ☒ Yes ☐ No	NYSDEC - stormwater permit	Spring 2026
h. Federal agencies ☐ Yes ☒ No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		☐ Yes ☒ No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		☐ Yes ☒ No
iii. Is the project site within a Coastal Erosion Hazard Area?		☐ Yes ☒ No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part I

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☒ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

C.3. Zoning	
a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. If Yes, what is the zoning classification(s) including any applicable overlay district?	☒ Yes ☐ No
<u>RA - Restricted Agricultural</u>	
b. Is the use permitted or allowed by a special or conditional use permit?	☐ Yes ☒ No
c. Is a zoning change requested as part of the proposed action? If Yes,	☒ Yes ☐ No
i. What is the proposed new zoning for the site? <u>PUD</u>	
C.4. Existing community services.	
a. In what school district is the project site located?	<u>Fayetteville Manlius Central School District</u>
b. What police or other public protection forces serve the project site?	<u>Manlius police department</u>
c. Which fire protection and emergency medical services serve the project site?	<u>Fayetteville Fire Department</u>
d. What parks serve the project site?	<u>Town of Manlius Park Department</u>

D. Project Details

D.1. Proposed and Potential Development	
a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? <u>Mixed Use - Residential and Commercial</u>	
b. a. Total acreage of the site of the proposed action?	<u>1.52</u> acres
b. Total acreage to be physically disturbed?	<u>1.52</u> acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?	<u>1.52</u> acres
c. Is the proposed action an expansion of an existing project or use?	☐ Yes ☒ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____	
d. Is the proposed action a subdivision, or does it include a subdivision? If Yes,	☐ Yes ☒ No
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____	
ii. Is a cluster/conservation layout proposed? ☐ Yes ☒ No	
iii. Number of lots proposed? _____	
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____	
e. Will the proposed action be constructed in multiple phases?	☐ Yes ☒ No
i. If No, anticipated period of construction: <u>12</u> months	
ii. If Yes:	
• Total number of phases anticipated _____	
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year	
• Anticipated completion date of final phase _____ month _____ year	
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____	

f. Does the project include new residential uses? ☒ Yes ☐ No				
If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	30 units
At completion of all phases	_____	_____	_____	30 units

g. Does the proposed action include new non-residential construction (including expansions)? ☒ Yes ☐ No	
If Yes,	
i. Total number of structures <u>1</u>	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: <u>7,000</u> square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☒ Yes ☐ No	
If Yes,	
i. Purpose of the impoundment: <u>subsurface stormwater management</u>	
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☒ Surface water streams ☐ Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ TBD million gallons; surface area: _____ TBD acres	
v. Dimensions of the proposed dam or impounding structure: _____ TBD height; _____ TBD length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): <u>excavation of soils for subsurface storage and management of surface runoff from proposed impervious areas as per NYSDEC regulations</u>	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐ Yes ☒ No	
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)	
If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
• Volume (specify tons or cubic yards): _____ • Over what duration of time? _____	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No	
If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? ☐ Yes ☐ No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☒ No	
If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☒ Yes ☐ No

If Yes:

i. Total anticipated water usage/demand per day: _____ TBD gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No

If Yes:

- Name of district or service area: OCWA
- Does the existing public water supply have capacity to serve the proposal? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☒ No

iii. Will line extension within an existing district be necessary to supply the project? ☒ Yes ☐ No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
Extension of public water main to service the proposed building
- Source(s) of supply for the district: OCWA

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☒ No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☒ Yes ☐ No

If Yes:

i. Total anticipated liquid waste generation per day: _____ TBD gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
residential sanitary wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☒ Yes ☐ No

If Yes:

- Name of wastewater treatment plant to be used: Meadowbrook-Limestone
- Name of district: Meadowbrook-Limestone
- Does the existing wastewater treatment plant have capacity to serve the project? ☒ Yes ☐ No
- Is the project site in the existing district? ☒ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☒ No

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐ Yes ☒ No If Yes: i. Estimate methane generation in tons/year (metric): _____ ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____			
i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐ Yes ☒ No If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____			
j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐ Yes ☒ No If Yes: i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐ Weekend ☐ Randomly between hours of _____ to _____. ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____ iii. Parking spaces: Existing <u>zero</u> Proposed <u>63</u> Net increase/decrease <u>63</u> iv. Does the proposed action include any shared use parking? ☐ Yes ☒ No v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: <u>new curb cut from medical center drive to access site</u> vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☒ Yes ☐ No vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐ Yes ☒ No viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☒ Yes ☐ No			
k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☒ Yes ☐ No If Yes: i. Estimate annual electricity demand during operation of the proposed action: _____ <u>for mixed use - residential</u> ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____ iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐ Yes ☐ No			
l. Hours of operation. Answer all items which apply. <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> i. During Construction: • Monday - Friday: <u>7am-7pm</u> • Saturday: _____ • Sunday: _____ • Holidays: _____ </td> <td style="width: 50%; vertical-align: top;"> ii. During Operations: • Monday - Friday: <u>commercial 8am-5pm</u> • Saturday: <u>commercial 8am-5pm</u> • Sunday: _____ • Holidays: _____ </td> </tr> </table>		i. During Construction: • Monday - Friday: <u>7am-7pm</u> • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: <u>commercial 8am-5pm</u> • Saturday: <u>commercial 8am-5pm</u> • Sunday: _____ • Holidays: _____
i. During Construction: • Monday - Friday: <u>7am-7pm</u> • Saturday: _____ • Sunday: _____ • Holidays: _____	ii. During Operations: • Monday - Friday: <u>commercial 8am-5pm</u> • Saturday: <u>commercial 8am-5pm</u> • Sunday: _____ • Holidays: _____		

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☒ Yes ☐ No If yes: i. Provide details including sources, time of day and duration: _____ <u>Typical construction equipment</u> _____	
ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☒ Yes ☐ No Describe: <u>tree removal - only what is necessary for development</u>	
n. Will the proposed action have outdoor lighting? ☒ Yes ☐ No If yes: i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____ <u>typical parking lot and building mounted area lighting</u>	
ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☒ No Describe: _____	
o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☒ No If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____ _____ _____	
p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☒ No If Yes: i. Product(s) to be stored _____ ii. Volume(s) _____ per unit time _____ (e.g., month, year) iii. Generally, describe the proposed storage facilities: _____ _____	
q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☒ No If Yes: i. Describe proposed treatment(s): _____ _____ _____	
ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No	
r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☒ No If Yes: i. Describe any solid waste(s) to be generated during construction or operation of the facility: • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste: • Construction: _____ • Operation: _____ iii. Proposed disposal methods/facilities for solid waste generated on-site: • Construction: _____ • Operation: _____	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

Fayetteville Town Center, Medical Facilities, Residential Apartments and Senior Living Facility

b. Land uses and covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.0	1.15	+1.15
• Forested	0.0	0.0	0.0
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	1.52	0.0	-1.52
• Agricultural (includes active orchards, field, greenhouse etc.)	0.0	0.0	0.0
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.0	0.0	0.0
• Wetlands (freshwater or tidal)	0.0	0.0	0.0
• Non-vegetated (bare rock, earth or fill)	0.0	0.0	0.0
• Other Describe: <u>Grass and Landscaping</u>	0.0	0.37	+0.37

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☒ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☒ Yes ☐ No
If Yes,
i. Identify Facilities:
Towne Center Retirement Community, NE Medical Center, Hal Welsh East Area Family YMCA, Pediatric Dentistry & Family Orthodontics

e. Does the project site contain an existing dam? ☐ Yes ☒ No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

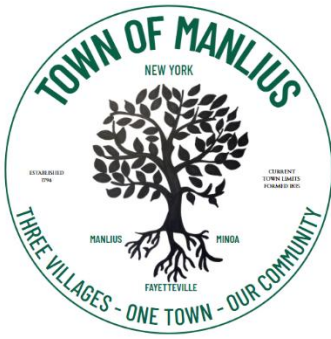
f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☒ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☒ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☒ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☒ No
☐ Yes – Spills Incidents database Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
☐ Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☒ No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☒ No													
• If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No • Explain: _____													
E.2. Natural Resources On or Near Project Site													
a. What is the average depth to bedrock on the project site? _____ >6.5 feet													
b. Are there bedrock outcroppings on the project site? ☐ Yes ☒ No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %													
c. Predominant soil type(s) present on project site: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">OgB - Ontario Loam</td> <td style="width: 40%; text-align: right;">91 %</td> </tr> <tr> <td>OnC - Ontario gravelly loam</td> <td style="text-align: right;">9 %</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">_____ %</td> </tr> </table>		OgB - Ontario Loam	91 %	OnC - Ontario gravelly loam	9 %	_____	_____ %						
OgB - Ontario Loam	91 %												
OnC - Ontario gravelly loam	9 %												
_____	_____ %												
d. What is the average depth to the water table on the project site? Average: _____ >6.5 feet													
e. Drainage status of project site soils: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">☒ Well Drained:</td> <td style="width: 70%; text-align: right;">100 % of site</td> </tr> <tr> <td>☐ Moderately Well Drained:</td> <td style="text-align: right;">_____ % of site</td> </tr> <tr> <td>☐ Poorly Drained</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ Well Drained:	100 % of site	☐ Moderately Well Drained:	_____ % of site	☐ Poorly Drained	_____ % of site						
☒ Well Drained:	100 % of site												
☐ Moderately Well Drained:	_____ % of site												
☐ Poorly Drained	_____ % of site												
f. Approximate proportion of proposed action site with slopes: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">☒ 0-10%:</td> <td style="width: 70%; text-align: right;">91 % of site</td> </tr> <tr> <td>☒ 10-15%:</td> <td style="text-align: right;">9 % of site</td> </tr> <tr> <td>☐ 15% or greater:</td> <td style="text-align: right;">_____ % of site</td> </tr> </table>		☒ 0-10%:	91 % of site	☒ 10-15%:	9 % of site	☐ 15% or greater:	_____ % of site						
☒ 0-10%:	91 % of site												
☒ 10-15%:	9 % of site												
☐ 15% or greater:	_____ % of site												
g. Are there any unique geologic features on the project site? ☐ Yes ☒ No If Yes, describe: _____													
h. Surface water features.													
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☒ No													
ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☒ No													
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.													
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No													
iv. For each identified regulated wetland and waterbody on the project site, provide the following information: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">• Streams:</td> <td style="width: 40%;">Name _____</td> <td style="width: 50%;">Classification _____</td> </tr> <tr> <td>• Lakes or Ponds:</td> <td>Name _____</td> <td>Classification _____</td> </tr> <tr> <td>• Wetlands:</td> <td>Name _____</td> <td>Approximate Size _____</td> </tr> <tr> <td>• Wetland No. (if regulated by DEC)</td> <td colspan="2">_____</td> </tr> </table>		• Streams:	Name _____	Classification _____	• Lakes or Ponds:	Name _____	Classification _____	• Wetlands:	Name _____	Approximate Size _____	• Wetland No. (if regulated by DEC)	_____	
• Streams:	Name _____	Classification _____											
• Lakes or Ponds:	Name _____	Classification _____											
• Wetlands:	Name _____	Approximate Size _____											
• Wetland No. (if regulated by DEC)	_____												
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☒ No If yes, name of impaired water body/bodies and basis for listing as impaired: _____													
i. Is the project site in a designated Floodway? ☐ Yes ☒ No													
j. Is the project site in the 100-year Floodplain? ☐ Yes ☒ No													
k. Is the project site in the 500-year Floodplain? ☐ Yes ☒ No													
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☒ No If Yes: i. Name of aquifer: _____													

m. Identify the predominant wildlife species that occupy or use the project site: _____ _____ _____	
n. Does the project site contain a designated significant natural community? ☐ Yes ☒ No If Yes: i. Describe the habitat/community (composition, function, and basis for designation): _____ ii. Source(s) of description or evaluation: _____ iii. Extent of community/habitat: • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres	
o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☒ Yes ☐ No If Yes: i. Species and listing (endangered or threatened): _____ Northern Long-eared Bat _____	
p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☒ No If Yes: i. Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☒ No If yes, give a brief description of how the proposed action may affect that use: _____ _____	
E.3. Designated Public Resources On or Near Project Site	
a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☒ No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____	
c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☒ No If Yes: i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____ _____	
d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☒ No If Yes: i. CEA name: _____ ii. Basis for designation: _____ iii. Designating agency and date: _____	



Town of Manlius

Planning and Development

2/17/2026

RE: Planned Unit Development District Request Application
Medical Center Drive Tax ID: 086.-01-11.0
Burdick Street Apartments District Plan

Applicant: Brolex Properties – Brandon Jacobson
Project Contact: Keplinger Freeman Associates – Alex Samoray

I find the attached application is not complete, additional submittals and review are required before the application can be deemed complete. A complete application will allow for further review by the Town of Manlius Town Board in accordance with Chapter 155-20.2 through 155-20.7.

The following items are incomplete or not provided.

1. Confirm on SEQR property owner is same as applicant/sponsor. In accordance with Chapter 155-20.4 only persons who can demonstrate legal control over the parcel(s) covered by the proposed PUD district, or their authorized representative(s), may file a PUD district application. Additionally, if applicant/sponsor is different than property owner a contract vendee for a parcel or parcels of land may be considered to have sufficient legal control for purposes of submitting a PUD district plan application.
2. Real property rights, the application must include a draft of all covenants, easements and rights-of-way relating to the site development and/or homeownership, homeowners' associations and any lands dedicated to public use within the PUD district plan.

The following items are highly recommended to be reviewed regarding the proposed application, district plan and site plan.

1. Standardize district site plan and district plan. District site plan notes proposed building as (3) stories while district plan notes the bulk requirements maximum building height at 4 stories.
2. The district plan and site plan propose 45 spaces for the residential component and 18 for the commercial component, for a total of 63. Review opportunity to reduce the number of parking spaces as residents will generally be off-site for work, school, etc. during the hours that the commercial space will be open. The peak demand hours will differ between the residential and commercial components.
3. Site access:
 - a. Turning left via the shared access into the proposed development may cause vehicular conflicts. A traffic study should be provided as such may be required by the Town Board

John Deer, Supervisor

Town Board – Sara Bollinger, Ingrid Gonzalez-McCurdy, Alissa Italiano, Katelyn Kriesel, Michael Nesci, William Nicholson

or other agencies referred to for review and suggest a four-way stop at the site entrance may assist in traffic management.

- b. Approval and confirmation with 3965 Medical Center Dr for shared driveway access.

4. Site Design:

- a. Consideration should be given to reorienting the building so that it fronts Medical Center Drive. The proposed 11 parking spaces could be relocated behind the building. This relocation would also eliminate one driveway which has implications for internal traffic circulation.
- b. A street-oriented building aligns with the reference images for the Regional Commercial land use designation (attached) and promotes quality urban design.
- c. Building elevations should be provided as such may be required by the Town Board or other agencies referred to for further review.
- d. Provide review for emergency services access and maneuverability (EMS and Fire).

- 5. Pedestrian movement. Building off the site design comments, fronting the building on Medical Center and relocating parking would support a pedestrian-friendly development. Sidewalks or a plan to support connections to adjacent sites should also be incorporated within the district site plan.

If you have any further questions, please contact the undersigned.

Thomas A. Poitras
Director of Planning and Development
Town of Manlius

John Deer, Supervisor

Town Board – Sara Bollinger, Ingrid Gonzalez-McCurdy, Alissa Italiano, Katelyn Kriesel, Michael Nesci, William Nicholson

March 6th, 2026

Town of Manlius
301 Brooklea Drive
Fayetteville, NY 13066



RE: PUD Request – Medical Center Dr Mixed Use Development
Project Address: Medical Center Drive, Fayetteville NY 13066
Tax ID: 086.-01-11.0

On behalf of the applicant, Bolex Properties, this letter serves as a response to comments provided by the planning department as part of its initial review of our Planned Unit Development (PUD) District Request Application.

Town Comments provided February 17th, 2026

KFA Response provided March 6th, 2026

1. *Standardize district site plan and district plan. District site plan notes proposed building as (3) stories, while district plan notes the bulk requirements maximum building height at 4 stories.*

Response: The site plan has been updated to reflect correct building height and match the district plan description. The applicant is proposing a four (4) story building. The first story commercial use, with 3 floors of residential units above.

2. The district plan and site plan propose 45 spaces for the residential component and 18 for the commercial component, for a total of 63 spaces. Review opportunities to reduce the number of parking spaces as residents will generally be off-site for work, school, etc. during the hours that the commercial space will be open. The peak demand hours will differ between the residential and commercial components.

Response: The proposed parking layout is intentionally designed to maintain clear separation between commercial and residential uses. The 11-space parking area located at the front of the building is dedicated exclusively to customers and clients of the commercial tenants, whose primary entrances are oriented toward the front facade. The 52-space parking area at the rear of the building is designated for the residents. This separation supports effective site circulation, minimizes potential conflicts between user groups, and aligns parking supply with the operational needs of each component of the development.

Resident access to the building will occur exclusively through the rear facade entrance, which will be controlled by a fob access system available only to residents. The front central door, as identified on the PUD District Plan, will be accessible to emergency services, and function solely as an emergency exit for residents. This controlled access strategy will direct residents to park and enter from the rear of the property, thereby preserving the front parking area for commercial patrons.

3. Site access:

- a. Turning left via the shared access into the proposed development may cause vehicular conflicts. A traffic study should be provided as such may be required by the Town Board or other agencies referred to for review and suggest a four-way stop at the site entrance may assist in traffic management.

Response: The Applicant has engaged Gordon Stansbury to prepare a traffic study. The completed traffic report will be submitted to the Town for review once finalized.

- b. Approval and confirmation with 3965 Medical Center Dr for shared driveway access.

Response: The proposed shared driveway access will be coordinated with the property owner of 3965 Medical Center Drive.

4. Site Design:

- a. Consideration should be given to reorienting the building so that it fronts Medical Center Drive. The proposed 11 parking spaces could be relocated behind the building. The relocation would also eliminate one driveway which has implications for internal traffic circulation.

Response: The Applicant and future tenants prefer to maintain designated commercial parking at the front of the building to best serve customers and operational needs. The proposed commercial parking area is designed with one-way circulation to minimize traffic movements at the site entrance and improve overall safety. In addition, maintaining parking at the front of the building facilitates unobstructed emergency access to both sides of the structure.

- b. A street-oriented building aligns with reference images for regional commercial land use designation and promotes quality urban design.

Response: The Applicant recognizes that street-oriented building is consistent with regional commercial development patterns intended to promote traditional urban design principles. However, the existing development context along Medical Center Drive is characterized by buildings set back from the roadway with on-site parking.

As part of the requested Planned Unit Development (PUD), the project has been designed to balance compatibility with surrounding properties while also advancing broader Town and County objectives. The plan is an efficient use of the land through coordinated building placement, parking, and stormwater design. It provides workforce housing opportunities, supports regional employment and retail activity, and utilizes existing public water and sewer infrastructure.

The proposed PUD reflects a coordinated design effort that provides functional circulation, ensures emergency access, and a cohesive development. The Applicant believes that when evaluated under the PUD criteria, the project represents an

appropriate and forward-looking form of development that aligns with comprehensive planning goals for increased housing options, economic vitality, and orderly growth.

- c. Building elevations should be provided as such may be required by the Town Board or other agencies referred to for further review.

Response: Building elevations will be provided to the Town Board at the first appearance as part of the PUD review process.

- d. Provide review for emergency services access and maneuverability (EMS and Fire).

Response: Documentation demonstrating adequate maneuvering space for emergency service vehicles will be submitted as part of the site plan approval process, or as required by the Town Board, or any other reviewing agencies involved, for the applicant's PUD request. The design team will also coordinate with the local fire department to conduct a design review meeting ensuring that emergency access and operational requirements are satisfactory.

- 5. Pedestrian movement. Building off the site design comments, fronting the building on Medical Center and relocating parking would support a pedestrian friendly development. Sidewalks or a plan to support connections to adjacent sites should also be incorporated within the district site plan.

Response: The Applicant acknowledges the importance of supporting pedestrian connectivity within the site and to adjacent properties. The building orientation and parking configuration are proposed to align with the established development pattern along Medical Center Drive and to meet operational and emergency access needs, pedestrian accommodations will be incorporated in the site design.

Internal sidewalk connections will be provided to safely link parking areas to building entrances and the Applicant will evaluate opportunities to provide pedestrian connections toward the adjacent properties and Medical Center Drive, where feasible and appropriate. Any proposed connections will be designed to ensure safe and practical pedestrian circulation.

The overall intent is to create a site that supports vehicular efficiency and pedestrian accessibility for both the residential and commercial uses proposed on site, while remaining consistent with the surrounding development context.

We respectfully request that the Town consider the responses provided above, in addition to the PUD District Plan and Description materials. Please do not hesitate to contact us should additional information, documentation, or clarification be required.

Sincerely,
Alex Samoray





CONTRACT TO PURCHASE CENTRAL NEW YORK INFORMATION SERVICE, INC.

THIS IS A CONTRACT FOR THE PURCHASE AND SALE OF REAL ESTATE. WHEN SIGNED, THIS DOCUMENT BECOMES A BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, BUYER AND SELLER SHOULD SEEK THE ADVICE OF AN ATTORNEY.

MLS# 81541861. Buyer acknowledges that the information contained in the Multiple Listing Service ("MLS") is not guaranteed. Information contained in the MLS should be independently verified prior to the execution of the contract. The Greater Syracuse Association of REALTORS®, Inc. and the Central New York Information Service, Inc. are not responsible for the information contained in the MLS.

Compensation is not set by law or any REALTOR® Association or MLS and that compensation to BROKER is fully negotiable.

CONTRACT TO PURCHASE made as of the 13 day of January 2026

BETWEEN:

Buyer(s): Brandon Jacobson
Buyer(s) Address: _____ (Hereinafter called "Buyer"),
Seller(s): DB Real Estate Fayetteville LLC
Seller(s) Address: 802 S Crouse Ave Syracuse, NY 13210 (Hereinafter called "Seller").

The Parties agree as follows:

- PREMISES.** Seller shall sell and convey and Buyer shall purchase the real property, including all buildings, improvements and appurtenances thereto (collectively, the "Premises") known as (mailing address) L11 Medical Center Drive Fayetteville NY 13066 in the _____ of Manlius County of Onondaga State of New York, being a _____ identified by Tax Map # 313889-086-000-0001-011-000-0000. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises including all plumbing, heating, lighting, bathroom and kitchen cabinets, mantels, doors, garage door openers and respective remotes, venetian blinds, shades, screens, curtain rods, awnings, storm windows, storm and screen doors, window boxes, mailbox, TV aerials, weather vanes, pumps, shrubbery, fencing, electronic fencing and transmitter and receiver, tool shed, built-in dishwasher, garbage disposal unit, built-in range and/or oven, built-in air conditioning equipment and installations, wall to wall carpeting and all other fixtures and fittings belonging to or used in the operation of the Premises and owned by Seller, and

Excluded from this sale are any of the following items that may be on the Premises: furniture, household furnishings, rented water softeners, air conditioning units installed in windows, and

2. PURCHASE PRICE

Buyer agrees to pay Seller _____
\$ _____ for the Premises, payable as follows:

Deposit: JD BJ
\$ _____ in the form of a Check to be held by GRG Gloria Realty Group until this contract is signed by Seller, at which time it shall become part of the Purchase Price and shall be deposited in a non-interest bearing account at _____ Bank or returned to the Buyer if this contract is not accepted. Seller directs and authorizes the holder of the Deposit to return it to Buyer in the event of a bona fide failure of any contingency in this Contract, after deducting therefrom and paying to Seller sums payable to Seller pursuant to Section 2 "Financing".

Cash Balance: JD BJ
\$ _____ cash on Closing (transfer of title). If Seller is a "foreign person" as defined in the Foreign Investment in Real Property Tax Act, Section 1445 of the Internal Revenue Code, as amended, and the Purchase Price exceeds \$300,000.00, Buyer shall withhold from the sums due Seller at Closing, any amounts mandated by Section 1445, as amended, or by any other federal, state or local statute, rule or regulation concerning the sale of real property by nonresidents of the United States of America.

Initial here: Buyer(s) BJ / Seller(s) JD /

dy rev 01/29/25© approved letter Page 1 of 7

Page _____ of _____

This form was prepared by Nicholas Conner using the INSTANET FORMS internet contract management service.

☐ **Financing:**

\$ _____ balance by Buyer obtaining, at Buyer's cost and expense, a _____ mortgage loan for a term of not less than _____ years. Buyer shall make good faith application for this mortgage within _____ days of the acceptance of this Contract. Buyer shall provide Seller with evidence of written approval of this mortgage, or reasonably satisfactory proof of financial ability to close, by _____ (the "Mortgage Commitment Deadline") or Seller may cancel this Contract at Seller's option by Notice as provided for herein. Buyer authorizes the Lending Institution or Mortgage Banker or Broker to provide a copy of written mortgage commitment with pre-closing conditions to the listing agent and selling agent as set forth in this contract. If following a good faith application by Buyer, this mortgage cannot be obtained for reasons other than appraised value of the Premises as evidenced by a denial letter from a lender which regularly makes residential mortgage loans in the county where the Premises are located, this Contract may be terminated by either party and the Deposit returned to the Buyer, less the actual costs incurred by Seller in updating the Abstract of Title, survey and obtaining tax searches, not to exceed \$1,500.00, which costs shall be deducted from the Deposit.

☐ **Mortgage Expenses:**

Buyer agrees to pay all sums required by Buyer's lending institution. At closing, Seller agrees to credit Buyer \$ _____ toward actual Seller's Concessions (including only: loan origination or discount fees, mortgage application fee, mortgage tax, deed and mortgage recording fees, mortgage title insurance premium, appraisal fee, credit report and lender's attorney's fee, pre-payables and escrow) incurred by Buyer in this transaction.

☐ **Assumption:** \$ _____ balance by Buyer assuming and agreeing to pay an existing mortgage held by _____ with an approximate balance of said amount, payable monthly in the sum of \$ _____ (which includes principal, interest at _____%, taxes, and all insurance.) Buyer agrees to reimburse Seller for any existing escrow account. Seller ☐ will ☐ will not be released from liability thereunder.
☐ Seller ☐ Buyer shall pay all expenses charged by the holder of the existing mortgage in connection with the release of Seller from liability and/or the assumption of the mortgage by Buyer.

☐ **Purchase Money Mortgage:** The Buyer shall deliver a purchase money bond and _____ mortgage to the Seller at closing. This purchase money bond and mortgage shall be in the amount of \$ _____, shall be for a term of _____ years, shall bear interest at the rate of _____% per year, and shall be paid in monthly installments of principal and interest in the amount of \$ _____. Principal balance shall be all due and payable _____ years from the date of closing. The formal purchase money bond and mortgage documents shall be drawn by Seller's attorney and approved by Buyer's attorney. The mortgage shall include a clause that it is assumable only with the consent of the Seller and there shall be no penalty for prepayment of all or part of the unpaid balance of the note.

☐ **Credit Report- Financial Ability:** This contract is accepted by the Seller on the condition that Buyer furnish to Seller (1) a written credit report satisfactorily to Seller from an accredited credit reporting bureau at Buyer's expense, and (2) sufficient evidence to support Buyer's financial ability to make proposed mortgage payments (i.e., verification of employment, income tax returns, etc.). If Seller is not satisfied with Buyer's credit standing or with Buyer's financial ability to repay the mortgage, Seller may terminate this contract by giving Notice to the Buyer within _____ days after receipt of said credit report and evidence of financial ability and Buyer's deposit shall be returned.

3. **ACCEPTABLE FUNDS.** All money payable at closing under this Contract, unless otherwise specified, shall be paid in US funds by:
- (a) Cash, but not over \$500.00;
 - (b) Good certified check of Buyer drawn on, or official check issued by any bank, credit union (provided such check is drawn on a New York State bank), or savings and loan association having a banking office in the State of New York, payable to or endorsed by an original payee to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Buyer;
 - (c) Uncertified check of Buyer up to the amount of \$1,000.00; or
 - (d) As otherwise agreed to in writing by Seller or Seller's attorney.

IMPORTANT NOTICE: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct.

Initial here: Buyer(s) B1 / _____ Seller(s) JD / _____
dy rev 01/29/25© approved letter Page 2 of 7

Page _____ of _____

REAL ESTATE BROKERAGE FEE.

Listing Broker Canaan Realty

Cooperating or Selling Broker GRG Gloria Realty Group

Seller shall pay Listing Broker per listing agreement or _____ % of Purchase Price or \$_____ (filled out by Listing Broker).

Seller shall pay Cooperating or Selling Broker 3 % of Purchase Price or \$_____ (filled out by Cooperating or Selling Broker).

Buyer shall pay Listing Broker _____ % of Purchase Price or \$_____.

Buyer shall pay Cooperating or Selling Broker _____ % of Purchase Price or \$_____.

☐ Check here if Buyer or Seller is paying any additional compensation to any of the Brokers in this transaction and is not disclosed in this section.

The Deposit shall be applied towards the payment of the compensation

5. SELLER'S REPRESENTATIONS. Seller represents and warrants to Buyer that:

(i) the personal property described in Section 1 is or at Closing will be paid for and owned by Seller free and clear of all liens and encumbrances; (ii) all plumbing (including septic systems, wells, and water pumps, if any), heating, air conditioning, electrical and mechanical systems and appliances will be in working order at the time of closing; (iii) Seller has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of this Contract; and (iv) at the time of closing, the Premises shall be free of containers of hazardous substances (as those terms are defined under any federal, state, or local laws, rules or regulations pertaining to environmental regulations, contamination or cleanup): paints; household cleaning products; gasoline and used oil.

6. TITLE DOCUMENTS. Seller shall deliver to Buyer no later than thirty (30) days from the contract date an up-to-date Abstract of Title prepared by a title or abstract company authorized to do business in this State (and made in accordance with Onondaga County Bar Association Standards, if the property is within Onondaga County), made from the records of the County Clerk's Office and commencing with a Warranty Deed conveying a 100% fee interest and recorded no later than 40 years prior to the date of the Contract. If the property is in Onondaga County, the Abstract of Title shall also certify to all easements, covenants and restrictions affecting the property recorded in 1945 or thereafter. Seller shall also provide a Tax Search covering County, City or other taxes for the applicable lien period, current property tax receipts and proof of payment of common charges, if any.

Seller shall also provide an up-to-date instrument survey showing all structures and improvements upon the property. Said survey will show all courses and distances based on the deed of record and be tied into a fixed point, such as a road intersection or a tract line where applicable, and be certified to the Buyer, its lender and the title company.

If the Premises is a condominium unit, in lieu of the above, Seller shall provide and deliver to buyer a copy of the existing Owner's or Mortgagee policy, if any, and stub search from date of policy, together with tax searches and tax receipts as hereinabove set forth.

In the event this Contract is terminated, the title documents shall be promptly returned to Seller or Seller's attorney by Buyer or Buyer's attorney. This provision shall survive the termination of the Contract

7. MARKETABLE TITLE. At Closing, Seller shall transfer to Buyer good and marketable title to the Premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided that the same are not violated), utility and/or drainage easements benefiting the Premises or permitted pursuant to FNMA/FHLMC title standards and taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of others unless set forth herein. Buyer has been advised that the Premises is, or may lie, in lands claimed by a Native American group and that fact shall not be raised as a defect in title.

8. CLOSING. The passing of title ("Closing") shall be held at the office of Buyer's lending institution or its attorney (or if none, at the office of the Seller's attorney) or as otherwise agreed, on or about TBD.

Initial here: Buyer(s) B1 / _____ Seller(s) ID / _____

dy rev 01/29/25© approved Letter Page 3 of 7

Page _____ of _____

This form was prepared by Nicholas Conner using the INSTANET FORMS internet

CLOSING DOCUMENTS. At the time of Closing, Seller shall execute and deliver to Buyer a Warranty Deed with lien covenant together with such other documents as may be required by law or reasonably requested by Buyer's attorney or lending institution.

10. ADJUSTMENTS. Prepaid or unpaid charges including but not limited to rents and security deposits, taxes, water and common charges, garbage removal fees and fuel oil and propane shall be prorated and adjusted as of 11:59 pm the day before Closing or 11:59 at the end of the last day of possession by Seller, whichever is later. Fuel oil and propane in storage shall be adjusted at the average market price at the time of Closing.

11. RECORDING EXPENSES. Buyer shall pay the applicable mortgage tax and deed and mortgage recording fees. Seller shall pay for the recording fees for any mortgage discharge, gains tax affidavit, and any title affidavit required, as well as the transfer tax, and any real property gains tax applicable to the transaction. For residential real property, the Buyer shall pay a tax of 1% of the purchase price if the purchase price is \$1 million or more.

12. PRE-CLOSING INSPECTION. Buyer and their authorized agents shall have the right, at a reasonable time and upon reasonable notice to Seller, to inspect the Premises before closing. The purpose of this inspection is to establish that the Premises is in the same condition as it was as of the date of the Contract, subject to reasonable wear and tear, and that work required pursuant to the Contract, if any, has been completed. At the time of the pre-closing inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon and provide working smoke and carbon monoxide detectors.

13. POSSESSION. Unless otherwise agreed upon, possession of the Premises shall be delivered at closing. At the time of possession, the Premises shall be in broom clean condition, vacant with the exception of agreed upon tenants, free of debris and all personal property not included in the sale. At Closing, Seller shall deliver to Buyer all garage door openers, keys for the Premises, and provide security codes for any security systems. Until Closing, Seller shall perform ordinary lawn and landscape maintenance and snow removal.

14. ASSIGNMENT. This Contract may not be assigned by Buyer without Seller's written consent.

15. RISK OF LOSS. The risk of loss or damage to the Premises by fire or other causes shall remain with Seller until Closing.

16. MISCELLANEOUS.

- a. If Closing occurs during a tax year before a new tax rate is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.
- b. Until delivery of possession, Seller shall be responsible for any damage to the Premises and any water and utility services.
- c. Any errors or omissions in computation at Closing shall be corrected upon discovery.
- d. Only the representations contained in Section 5(i) and the provisions contained in Sections 16(b) and 16(c) shall survive the Closing and transfer of title.
- e. If Buyer's lender require repairs to the Premises, it is agreed that Seller shall pay _____% of said repairs and Buyer shall pay _____% of said repairs. If the cost of the repairs exceeds \$_____ then _____ may terminate this Contract and the Deposit shall be returned to Buyer, unless the other party agrees to pay the excess. Any reinspection fee shall be paid by ☐ Seller ☐ Buyer ☐ Split evenly by Seller and Buyer.
- f. Pest inspection, if lender required, shall be paid by ☐ Seller ☐ Buyer ☐ Split evenly by Seller and Buyer.

17. NEW YORK STATE AGRICULTURAL AND MARKET LAW Section 310:

"It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law."

Premises ☐ are ~~are~~ are not located partially or wholly within an agricultural district.

Initial here: Buyer(s) B1 / _____ Seller(s) JD / _____
dy rev 01/29/25© approved letter Page 4 of 7

Page _____ of _____

LEAD BASED PAINT CONTINGENCY ADDENDUM AND DISCLOSURE. If the Premises was constructed prior to 1978, Buyer and Seller must complete and sign the Lead Based Paint Contingency Addendum and Disclosure Form, or this contract will not be binding.

19. NEW YORK STATE REAL PROPERTY LAW Section 242:

The above property ☒ does ☐ does not have utility electric service available to it. This property ☐ is ☒ is not subject to an electrical and/or gas utility surcharge. This type of surcharge is: _____. The purpose of the surcharge is _____. The amount of the surcharge is \$ _____. The surcharge is payable: ☐ Monthly, ☐ Annually, ☐ other basis _____.

The above property ☐ does ☒ does not have uncapped natural gas wells.

20. SELLER'S PROPERTY CONDITION DISCLOSURE. Except as provided in Section 463 of the Real Property Law, Seller shall deliver a signed Property Condition Disclosure Statement to the Buyer or Buyers Agent prior to the signing by the Buyer of a binding contract of sale.

21. ☐ A. HOME INSPECTION. This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a satisfactory Home Inspection by a New York State Licensed Home Inspector, Architect or Engineer within _____ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Home Inspection is unsatisfactory is received within the "Inspection Approval Period". If the Home Inspection is deemed unsatisfactory, Buyer and Seller have _____ calendar days to reach an acceptable agreement. Failure to do so terminates the contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. At the time of the home inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electrical systems, unless otherwise agreed upon. The Buyer will supply to the Seller, if requested, a copy of the Home Inspection Report.

☐ **B. HOME INSPECTION WAIVED.** Buyer(s) Initial: _____/_____. The Buyer has been informed that it is in its best interest to make the Contract contingent upon a Home Inspection. The Buyer waives the right to said Inspection.

22. ☐ A. RADON TEST. This Contract is contingent upon the Buyer obtaining, at Buyer's expense, a Radon test indicating the Radon level to be the EPA standard of less than 4.0 pC/L, within _____ calendar days of the last of the Buyer and Seller to accept the Contract ("Inspection Approval Period"). This contingency shall be deemed waived unless Notice that the Radon levels exceed the EPA standards is received within the "Inspection Approval Period". If notice is given that Radon levels exceed EPA Standards, Buyer and Seller have _____ calendar days to reach an acceptable agreement. Failure to do so terminates the Contract. If the Contract is deemed terminated, the deposit shall be returned to the Buyer. The Buyer will supply to the Seller, if requested, a copy of the Radon test.

☐ **B. RADON TEST WAIVED.** Buyer(s) Initial: _____/_____. The Buyer has been informed that it is in its best interest to make the Contract contingent upon a Radon test. The Buyer waives the right to said test.

23. ☐ SUBJECT TO SALE OF BUYER'S PROPERTY (RECALL PROVISION).

CONTINGENCY CLAUSE. This Contract to Purchase is contingent upon Buyer entering into a contingency free Contract to Purchase (financing contingency excepted) for the property now owned by Buyer at _____ on or before _____ p.m. _____. If Buyer is unable to successfully enter into such Contract to Purchase or remove such contingency by that date and time, then this contract, unless extended by mutual written agreement, shall be terminated and the deposit shall be returned to the Buyer.

RECALL CLAUSE. It is understood that the Seller may continue to show the Premises to prospective buyers. Should a bona fide written offer be accepted by Seller, subject to this contract, Buyer agrees to remove the above contingency clause within _____ hours of Notice or this contract shall be deemed terminated. Termination of this contract shall be automatic _____ hours from the time of Notice unless Notice of removal of contingency has been delivered by that time.

It is further understood and agreed that if Buyer removes the above contingency clause, Buyer agrees to:

- ☐ provide proof reasonably satisfactory to Seller of financial ability to close the transaction, and
- ☐ submit an additional deposit of \$ _____, which shall become part of the purchase price. All deposits shall be non-refundable unless title does not pass by reason of the fault of the Seller.

Initial here: Buyer(s) BJ / _____ Seller(s) JD / _____
dy rev 01/29/25© approved letter Page 5 of 7

Page _____ of _____

☐ SUBJECT TO CLOSING OF BUYER'S PROPERTY PURSUANT TO EXISTING CONTRACT.

This Contract to Purchase is subject to transfer of title pursuant to an existing contract on Buyer's property located at _____ on or before _____. If said transfer is not completed by that time, Seller shall within 72 hours either (1) return to the Buyer any deposits, and this contract shall thereupon terminate, or, (2) extend this contract for an additional _____ calendar days with closing and possession dates to be adjusted accordingly.

25. WELL/SEPTIC TESTING. In the event the Premises are serviced by a private well or spring, or septic system, this Contract is subject to Seller, at Seller's expense, providing to the Buyer at least 15 days prior to closing

- A septic dye test evidencing no leakage, or such test as may otherwise be required by the County Health Department or Municipality
- A well test showing a minimum flow rate of 3 gallon per minute for 2 hours, or such test as may otherwise be required by Buyer's lending institution
- A water quality test complying with the minimum standards for the lender and/or County Health Department or Municipality.

Seller shall provide all test results to Buyer. If any test results do not pass, Seller may repair/replace the system(s) at Seller's expense. However, if Seller is unwilling to repair/replace the system(s), Seller shall give Notice to Buyer within 3 days of receipt of failed test. Within 7 days of receipt of Notice from Seller, Buyer may terminate the contract on Notice. In the event Buyer terminates the contract, the deposit shall be returned to the Buyer.

26. ✕ OTHER CONTINGENCY. It is understood and agreed that this Contract is made contingent upon:

- Town approval within six months with ~~a possible six month extension~~. Closing date three weeks after town of Manlius approval. See * below

JD

* (2) 90-day extensions. If Buyer elects to exercise the extension(s), Buyer shall pay \$10,000 per extension, which shall become non-refundable and will be credited toward the purchase price at closing.

BJ

Buyer shall start the municipal approval process within 14 business days of contract acceptance and shall actively pursue approvals and provide monthly updates.

27. NOTICE. Any notice required under this Contract shall be in writing (the "Notice"). Service of such Notice shall be given to the other party, or that party's attorney or real estate agent, and shall be personally delivered, transmitted by facsimile, emailed, delivered by overnight courier or by certified mail.

28. PERSONS BOUND. This document and the addenda annexed hereto, when signed by both parties, shall be a binding contract. This Contract contains the entire agreement of the parties and may not be changed or modified orally but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this Contract, notwithstanding any other statements or documents. In the event that a dispute arises or a breach occurs and a lawsuit is commenced by or against any one of the parties or by or against any Broker involved in this transaction, the prevailing party to such lawsuit shall be entitled to recover the costs of litigation, including but not limited to reasonable attorneys fees.

29. HOME EQUITY THEFT PREVENTION ACT.

A. Buyer ☐ intends ☐ does not intend to use the Premises as Buyer's primary residence.

B. If Buyer **DOES NOT** intend to use the Premises as Buyer's primary residence, then Seller represents that premises ☐ is ☐ is not in foreclosure (lis pendens filed or property is on active tax lien sale list) **OR** that Seller ☐ is ☐ is not in default for two or more months on Seller's mortgage payments and the contract includes a reconveyance arrangement.

If the Premises is not to be used as Buyer's primary residence **AND** if the Seller is in foreclosure **OR** in default on the mortgage payments for two or more months and there is a reconveyance arrangement, then the **HOME EQUITY THEFT PREVENTION ACT ADDENDUM** is to be executed by the parties hereto, which addendum shall be made a part of this Contract as if the same were to be set forth herein at length.

Initial here: Buyer(s) BJ / _____ Seller(s) JD / _____
dy rev 01/29/25© approved letter Page 6 of 7

Page _____ of _____

THE FOLLOWING ADDENDA ARE INTENDED TO BE ANNEXED HERETO AND FORM A PART OF THIS CONTRACT:

- ☒ Disclosure Regarding Real Estate Agency Relationships; ☐ Seller's Disclosure of Property Condition;
☐ Contract Addendum; ☐ Lead Based Paint Addendum; ☐ Required FHA/VA Addendum
☐ Other: _____

This Contract is contingent upon approval by attorneys for Seller and Buyer. If either party does not identify an attorney and deliver a complete copy of this fully executed Contract to said attorney by two business days following execution of this Contract by all parties, this attorney approval contingency shall be deemed waived by that party. Each attorney shall have three business days exclusive of the day of receipt of a complete copy of this fully executed Contract within which to provide Notice of approval or disapproval of the Contract (the Approval Period). If party's attorney disapproves this Contract before the end of the Approval Period, this Contract is deemed terminated and all deposits shall be returned. A conditional approval shall be deemed a disapproval unless assented to by the other party's attorney within three business days of receipt of the conditional approval. Written communication by attorneys pursuant to this provision shall bind their respective clients. If a party's attorney neither approves, conditionally approves nor disapproves this Contract by the end of the Approval Period, this approval contingency is deemed waived by that party.

The parties hereto have executed this agreement as of the date and year first above written.

Brandon Jacobson 01/13/2026
Buyer Brandon Jacobson Date

John Dellas 01/15/2026
Seller DB Real Estate Fayetteville LLC Date

Buyer _____ Date _____

Seller _____ Date _____

Chris Danaher

Name of Buyer's Attorney

Attorney Phone Number & Fax Number

Attorney Email Address

GRG Gloria Realty Group

Selling Company

10991229524

Selling Brokerage License #

Gloria Barbano

Selling Agent

10491208824

Selling Agent License #

315-415-1146

Selling Company Phone Number & Fax Number

Gloriarealtygroup@gmail.com

Selling Agent Email Address

James H Messenger Jr.

Name of Seller's Attorney

315-471-3030

Attorney Phone Number & Fax Number

Attorney Email Address

Canaan Realty

Listing Company

109918826

Listing Brokerage License #

Allen T. Olmsted

Listing Agent

370L0750434

Listing Agent License #

315-682-4500

315-682-4214

Listing Company Phone Number & Fax Number

canaanrealtyny@gmail.com

Listing Agent Email Address

This form has been prepared for the sole use of the Central New York Information Service, Inc. and its members. The Central New York Information Service, Inc., its members and employees, assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

Initial here: Buyer(s) B1 / _____ Seller(s) JD / _____
dy rev 01/29/25© approved Letter Page 7 of 7

Page _____ of _____

This form was prepared by Nicholas Conner using the INSTANET FORMS internet



Division of Licensing Services



New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status. Real estate professionals must also comply with all Fair Housing Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by "steering" which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by "blockbusting" which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division's offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State's website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department's office in person, or contact one of the Department's offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit
<https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Allen T. Olmsted (print name of Real Estate Salesperson/
Broker) of Canaan Realty (print name of Real Estate company, firm or brokerage)

(I)(We) DB Real Estate Fayetteville LLC

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature ^{Authenticates} John Dellas 05/28/24 Date: _____
DB Real Estate Fayetteville LLC

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001



Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Buyer and Seller

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of buyers or sellers of property to advise the potential buyers or sellers with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Seller's Agent

A seller's agent is an agent who is engaged by a seller to represent the seller's interests. The seller's agent does this by securing a buyer for the seller's home at a price and on terms acceptable to the seller. A seller's agent has, without limitation, the following fiduciary duties to the seller: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A seller's agent does not represent the interests of the buyer. The obligations of a seller's agent are also subject to any specific provisions set forth in an agreement between the agent and the seller. In dealings with the buyer, a seller's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Buyer's Agent

A buyer's agent is an agent who is engaged by a buyer to represent the buyer's interests. The buyer's agent does this by negotiating the purchase of a home at a price and

on terms acceptable to the buyer. A buyer's agent has, without limitation, the following fiduciary duties to the buyer: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A buyer's agent does not represent the interest of the seller. The obligations of a buyer's agent are also subject to any specific provisions set forth in an agreement between the agent and the buyer. In dealings with the seller, a buyer's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the buyer's ability and/or willingness to perform a contract to acquire seller's property that are not inconsistent with the agent's fiduciary duties to the buyer.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a buyer's agent (but does not work for the same firm as the listing agent or buyer's agent) to assist the listing agent or buyer's agent in locating a property to sell or buy, respectively, for the listing agent's seller or the buyer agent's buyer. The broker's agent does not have a direct relationship with the buyer or seller and the buyer or seller can not provide instructions or direction directly to the broker's agent. The buyer and the seller therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or buyer's agent do provide direction and instruction to the broker's agent and therefore the listing agent or buyer's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the buyer and seller if both the buyer and seller give their informed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the buyer and seller. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the buyer and seller. An agent acting as a dual agent must explain carefully to

the buyer and seller that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the buyer and seller are giving up their right to undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the buyer and seller provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate a sales agent to represent the buyer and another sales agent to represent the seller to negotiate the purchase and sale of real estate. A sales agent works under the supervision

of the real estate broker. With the informed consent of the buyer and the seller in writing, the designated sales agent for the buyer will function as the buyer's agent representing the interests of and advocating on behalf of the buyer and the designated sales agent for the seller will function as the seller's agent representing the interests of and advocating on behalf of the seller in the negotiations between the buyer and seller. A designated sales agent cannot provide the full range of fiduciary duties to the buyer or seller. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A buyer or seller should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A seller or buyer may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Allen T. Olmsted (print name of licensee) of Canaan Realty (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☒ Seller as a (check relationship below)

☐ Buyer as a (check relationship below)

☒ Seller's agent

☐ Buyer's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the buyer; and _____ is appointed to represent the seller in this transaction.

(I) (We) DB Real Estate Fayetteville LLC acknowledge receipt of a copy of this disclosure

form: signature of { } Buyer(s) and/or { ☒ } Seller(s):

John Dellas

Date: 05/28/2024

Date: _____

AGRICULTURAL DISTRICT DISCLOSURE FORM AND NOTICE

for property commonly known as: Medical Center Dr, Fayetteville, NY 13066

When any purchase and sale contract is presented for the sale, purchase, or exchange of real property located partially or wholly within an agricultural district established pursuant to the provisions of article 25-aa of the Agricultural and Markets law, the prospective grantor shall present to the prospective grantee a disclosure notice which states the following:

It is the policy of this state and this community to conserve, protect and encourage the development and improvement of agricultural land for the production of food, and other products, and also for its natural and ecological value. This disclosure notice is to inform prospective residents that the property they are about to acquire lies partially or wholly within an agricultural district and that farming activities occur within the district. Such farming activities may include, but not be limited to, activities that cause noise, dust and odors. Prospective residents are also informed that the location of property within an agricultural district may impact the ability to access water and/or sewer services for such property under certain circumstances. Prospective purchasers are urged to contact the New York State Department of Agriculture and Markets to obtain additional information or clarification regarding their rights and obligations under article 25-AA of the Agriculture and Markets Law.

Such disclosure notice shall be signed by the prospective grantor and grantee prior to the sale, purchase or exchange of such real property.

Receipt of such disclosure notice shall be recorded on a property transfer report form prescribed by the state board of real property services as provided for in section three hundred thirty-three of the real property law.

Initial the following:

_____ The aforementioned property IS located in an agricultural district.

☒ JD The aforementioned property IS NOT located in an agricultural district.

I have received and read this disclosure notice.

Seller: ^{Authentication} John Dellas Date: 05/28/2024 Purchaser: _____ Date: _____

Seller: _____ Date: _____ Purchaser: _____ Date: _____

Association of REALTORS®
Disclosure Regarding Oil, Gas, Mineral and Timber Rights

The owner of real property has a variety of rights that can convey with property when the property is sold to another. These rights include surface rights (the rights to build or plant crops upon the ground) and certain subsurface rights (the right to extract materials from below the ground). Among the various subsurface rights, are the rights to explore for, and remove oil, gas and various minerals such as coal, sand and gravel.

Surface and subsurface rights are often transferred together; however these rights can transfer separately. Despite the best intention of Sellers, property owners are often not aware of the extent of the oil, gas and mineral rights they may or may not own. Determining who owns the various rights to oil, gas and minerals can be complex and should only be done by an attorney and/or title company with expertise in this area. Purchasers of real property are strongly encouraged to have their rights to oil, gas and minerals examined before moving forward with a purchase and sale agreement.

Property Address Medical Center Dr Fayetteville NY 13066

Seller DB Real Estate Fayetteville LLC Seller _____
(Print/Type) (Print/Type)

Oil, Gas, Mineral and Timber Rights to Property:

- ☒ Seller owns all and has not leased any oil, gas, mineral and/or timber rights.
☐ Seller does not own the rights to oil, gas and/or minerals.
☐ Seller does not own the rights to timber.
☐ Some oil, gas, mineral and/or timber rights have been leased by the Seller or previous owner. Seller has attached copies of all written oil, gas, mineral and/or timber rights leases and other documents (e.g. leases, royalty agreements) within the Seller's possession to this disclosure.

Seller Reservation of Oil, Gas, Mineral and Timber Rights: (Check all that apply)

- ☒ Seller will not reserve any future rights to oil, gas, minerals and timber.
☐ Seller is reserving all rights to oil, gas, and/or mineral rights and will not convey these rights to the Purchaser.
Explain: _____

☐ Seller is reserving certain oil, gas, and mineral rights and will convey these rights to the Purchaser as follows:

☐ Seller is reserving rights to timber as follows:

☐ Other:

This is a Disclosure Only.

Purchaser has received and read this disclosure notice. Any negotiations pertaining to transfer of oil, gas, mineral and/or timber rights will be set forth in an addendum to the Purchase and Sale of Real Estate.

Seller: John Dellas Date: 05/28/2024

Seller: _____ Date: _____

Purchaser: _____ Date: _____

Purchaser: _____ Date: _____

TAX SEARCH CERTIFICATE

STATE OF NEW YORK
COUNTY OF ONONDAGA

SCHEDULE OF PAID OR DELINQUENT TAXES

YEAR	ORIGINAL TAX	TAX SALE	DATE PAID
2015	\$5,045.60		PAID 1/30/2015
2014			PAID
2013			PAID
2012			PAID

ALLIED AMERICAN ABSTRACT CORP, a New York Corporation, hereby certifies that it has made an examination and search of the records and files in the office of the Onondaga County Commissioner of Finance as of the date covering the period from 2012 to the date hereof against the lands herein below described and find that said property has not been sold for unpaid taxes and there are no unpaid taxes or tax liens affecting said property except as stated below.

The property against which said search has been made is briefly described as follows:

BURDICK ROAD
NO SEARCH INCLUDED FOR CITY, VILLAGE, SCHOOL, WATER OR SEWER CHARGES.

ASSESSED TO: DB REAL ESTATE FAYETTEVILLE, LLC
PART FARM LOT NO.: 64 LOT NO.: 2 BLOCK NO.:
TOWN: MANLIUS TRACT: CANAL PROPERTIES
DIMENSIONS: 5.38 ACRES SCHOOL DISTRICT: FAYETTEVILLE-MANLIUS
ASSESSMENT VALUE: \$393,000.00 EXEMPTIONS: NONE
TAX MAP NO.: 86-1-3.7
PROPERTY CLASS: 330
DATED: SEPTEMBER 2, 2015 VILLAGE OF:

BY: 
Authorized Signature

Abstract of Title

Burdick Road
Part of Lot 64 &
Lots 3 & 4 Northeast Medical Center Subdivision
Town of Manlius
County of Onondaga



Eagle Title Services, Inc.

181 Blackberry Rd. Liverpool, New York 13090

Ph: 315-622-2779 Fax: 315-362-9025 Web: www.EagleTitleNY.com

Tax Search

Eagle Title Services, Inc.
181 Blackberry Rd
Liverpool, New York 13090

Title Number: 2011-1364

Address	:	Burdick Road
Tax Map #	:	086.-01-03.6
Assessed Owner	:	DB Real Estate of Fayette
Assessed Value	:	Land Assess-\$510,900 Total Assess-\$510,900
School District	:	Fayetteville-Manlius Property Class: 330
Description	:	Map #8583 Filed 1/21/98 Lt 3
Town	:	Manlius

Eagle Title Services, Inc., a corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or specific lien upon the premises above described, that there are no unpaid COUNTY TAXES, now a lien against the real estate described on the tax rolls above, now payable, except as set forth below:

2011 County/Town Taxes	\$5,742.62 paid 1-31-2011
1978-2010 County/Town Taxes	paid

No search has been performed for water districts. Pursuant to New York real property law sections 302 and 520, the real estate tax liability may be affected upon transfer of title, if premises have a partial or full exemption.

Eagle Title Services, Inc.

By:


Authorized Signatory

Dated:

July 12, 2011



Eagle Title Services, Inc.

181 Blackberry Rd. Liverpool, New York 13090

Ph: 315-622-2779 Fax: 315-362-9025 Web: www.EagleTitleNY.com

Tax Search

Eagle Title Services, Inc.
181 Blackberry Rd
Liverpool, New York 13090

Title Number: 2011-1364

Address	:	Burdick Road
Tax Map #	:	086.-01-03.7
Assessed Owner	:	DB Real Estate of Fayette
Assessed Value	:	Land Assess-\$393,000 Total Assess-\$393,000
School District	:	Fayetteville-Manlius Property Class: 330
Description	:	Map #8583 Filed 1/28/98 Lt 4
Town	:	Manlius

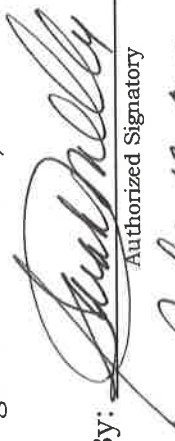
Eagle Title Services, Inc., a corporation duly incorporated under the Laws of the State of New York, for a valuable consideration to it paid, hereby certifies and guarantees to the record owners of an interest in or specific lien upon the premises above described, that there are no unpaid COUNTY TAXES, now a lien against the real estate described on the tax rolls above, now payable, except as set forth below:

2011 County/Town Taxes	\$4,417.40 paid 1-31-2011
1978-2010 County/Town Taxes	paid

No search has been performed for water districts. Pursuant to New York real property law sections 302 and 520, the real estate tax liability may be affected upon transfer of title, if premises have a partial or full exemption.

Eagle Title Services, Inc.

By:



Authorized Signatory

Dated:

July 18, 2011



Eagle Title Services, Inc.

181 Blackberry Rd. Liverpool, New York 13090

Ph: 315-622-2779 Fax: 315-362-9025 Web: www.EagleTitleNY.com

ONONDAGA COUNTY TAX SEARCH

THE TALON GROUP
351 South Warren Street, Syracuse, New York 13202

ABSTRACT NO. 9500-07-00080

THE TALON GROUP, a division of First American Title Insurance Company of New York, a corporation duly incorporated under the Insurance Laws of the State of New York, for a valuable consideration to it paid, hereby Certifies and Guarantees to the record owners of an interest in or specific lien upon the premises described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls, now payable, except as follows:

DESCRIPTION OF TAX OR ASSESSMENT

1978 thru 2005	PAID
2006	\$4,170.82 PAID

FOR INFORMATION ONLY:

Assessed To	: DB Real Estate of Fayetteville
Tax Account Number	: 086-01-03.7
Street Address	: Burdick Road
Town	: Manlius
Property Description	: Lot 4
School District	: Fayetteville-Manlius
Land Value	: \$385,000.00
Full Assessed Value	: \$385,000.00
Taxable Assessed Value	: -----
Property Class	: 330
Tax Roll Year	: 2006

NO SEARCH INCLUDED FOR WATER DISTRICTS, LOCAL ASSESSMENTS, CITY OF SYRACUSE TAXES, VILLAGE OR SCHOOL TAXES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

December 28, 2006

THE TALON GROUP

By: 
Authorized Signatory

ONONDAGA COUNTY TAX SEARCH

THE TALON GROUP
351 South Warren Street, Syracuse, New York 13202

ABSTRACT NO. 9500-07-00080

THE TALON GROUP, a division of First American Title Insurance Company of New York, a corporation duly incorporated under the Insurance Laws of the State of New York, for a valuable consideration to it paid, hereby Certifies and Guarantees to the record owners of an interest in or specific lien upon the premises described below, that there are no COUNTY TAXES or TAX SALES, now a lien against the real estate described on the tax rolls, now payable, except as follows:

DESCRIPTION OF TAX OR ASSESSMENT

1978 thru 2005	PAID
2006	\$5,422.08 PAID

FOR INFORMATION ONLY:

Assessed To	: DB Real Estate of Fayetteville
Tax Account Number	: 086-01-03.6
Street Address	: Burdick Road North
Town	: Manlius
Property Description	: Lot 3
School District	: Fayetteville-Manlius
Land Value	: \$500,500.00
Full Assessed Value	: \$500,500.00
Taxable Assessed Value	: -----
Property Class	: 330
Tax Roll Year	: 2006

NO SEARCH INCLUDED FOR WATER DISTRICTS, LOCAL ASSESSMENTS, CITY OF SYRACUSE TAXES, VILLAGE OR SCHOOL TAXES.

PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTIONS 302 AND 520, THE REAL ESTATE TAX LIABILITY MAY BE AFFECTED UPON TRANSFER OF TITLE, IF THE PREMISES HAVE A PARTIAL OR FULL EXEMPTION.

Dated: December 28, 2006

THE TALON GROUP
By:  Authorized Signatory

ABSTRACT OF TITLE
prepared by
THE TALON GROUP

1. Ebenezer Butler Junior of the Town
of Pompey, County of Onondaga
and State of New York,

-to-

Elias S. Palmer of _____ in the
State of Connecticut

Warranty Deed

Dated: August 5, 1799
Ack.: August 5, 1799
Cons.: \$1,417.70
Trans. Tax: -----
Rec.: May 29, 1800
Book A Page 250

CONVEYS: Premises and more.

2. Ebenezer Butler Junior of the
Town of Pompey in the County
of Onondaga and State of New York

-to-

Elias S. Palmer

Warranty Deed

Dated: May 28, 1800
Ack.: May 28, 1800
Cons.: \$1.00
Trans. Tax: -----
Rec.: May 29, 1800
Book A Page 251

CONVEYS: Premises and more.

3. Sanford Palmer

-vs-

Charles Palmer

Action for Petition of Lands

Court of Common Pleas
County of Onondaga
Term of September 1827
Order dated and filed:
May 26, 1829

Petition of Sanford Palmer shows that Elias S. Palmer, deceased, died June 6, 1821 seized of the fee of a tract of land known and designated as Lot No. Sixty-four in the Military Tract in the Town of Manlius.

Petition states Silas Palmer, deceased, published his Last Will and Testament on February 7, 1820 in due form of law to pass real estate and devised to Petitioner one equal undivided half of Lot 64 and to Charles Palmer the other part of Lot 64. Petitioner's part to lie on the west and Charles Palmer's part to lie on the east and divided according to quantity and quality.

So ordered.

9500-07-00080

4. In the Matter

of

Charles Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: January 14, 1852
Codicil dated: June 28, 1854

See will following.

Petition for Probate filed January 25, 1855 recites death of decedent on December 13, 1854, leaving him surviving the following named persons, his only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Charles Palmer	son
2.	Paul M. Palmer	son
3.	Henry D. Palmer	son
4.	Luther M. Palmer	son
5.	Asenath Rotnour wife of Daniel Rotnour	daughter
6.	Eliza Gillett, wife of Orrin S. Gillett	daughter
7.	Jerome B. Palmer	son

Will Probated and Letters Testamentary issued to Jerome B. Palmer on January 25, 1855.

order
with

I Charles Palmer of Mendocino in the County of Contra-
costa and State of New York, being advanced in age & feeling
the necessity of life, but being of sound and disposing
mind, memory and understanding, do hereby make,
publish and declare my Last Will & Testament in manner
and form following, to wit:

First

I hereby Give and Direct that my Executors herein-
after named and appointed, pay all of my just debts,
funeral Charges & Expenses as soon as conveniently may
be done after my decease.

Second I hereby Give, devise, and bequeath unto my beloved
Wife Elizabeth, during her Widowhood, and during her Nat-
ural Life in Case she shall not again marry; the use and
occupation of all that part of my Home Farm on Lot Number
Sixty Four in Mendocino described and bounded as follows-
to wit; beginning at the South West Corner of said Farm, D^o
running thence East on the South line of said Farm, to the
bound fence on the west side of the Old Nursery - thence North
along said fence to the crop fence on the North side of the
said pasture - thence West along said fence to the fence on
the East side of the line leading from the road to the barn -
thence North along said fence and in its direction to the
North East Corner of the barn - thence Westward parallel with
the South line of said farm to lands of R. C. Hatch - thence
South along said Hatch's East line to the place of beginning -
be the same more or less, & including the buildings thereon -
Also one fourth part of all of the fruit, and annual crops,
& produce of all of the rest and residue of said farm, and of
each and every part & parcel thereof, by whomsoever the same
and the several parts thereof may from year to year be culti-
vated - Also all of the fire wood which she may want, and
require for her own and her family's use, to be cut, drawn, and
properly fitted for the stove, & ready for use - Also one horse -

Two Cows - Two Hogs and Ten Sheep - all to be selected by herself personally. I may have at the time of my decease - I give my dog and dogbone, single harness, & Cattle - and all of my household furniture, of every kind & nature, including all tools, & all wearing apparel, both of herself and my own - Also all bees & fowls of every kind of which I may dispose - I prefer - Each and all during her widowhood, and during her natural life, if she should not again marry.

And I hereby authorize and empower her at any time during her life or by a last will & testament to take effect after her death, to divide and dispose of my and all of said household furniture, including tools & wearing apparel, be it now, and to any or all of my children & grand-children, & to my heirs, devisees, heirs-at-law, and such part to each, as she shall see fit.

Third I Give and Devise unto my son George B. Palmer, all that part and piece of my said Horse Farm, bounded as follows to wit - beginning at a point on the South Bank of the Erie Canal where the South line of the State's Appropriation

intersects the East line of said lot No 64 - & running thence South along the East line of said lot, to a point in the road directly East of a Stake set near the West road fence and a notch cut in said fence by M. Chapman - being nearly opposite to a large Willow Tree on the East side of the road - thence westerly parallel with the South line of said lot, and nearly in the line of a large maple tree, so far that a line drawn from the point of termination northerly & parallel with the East line of said lot, to the South line of the State's Appropriation in the Erie Canal, shall be nearly equal to the length of said line.

I mention to the place of beginning. I shall include and contain just seventy one or one third more, including within said boundaries and description about eleven and one third rods more or less, now owned by said George B. - My intent being to give him, by this devise just sixty acres.

And I give the five & one quarter, unto him, all of my farming tools of every description which are now in his use, and at his place of residence on said lands; and the understanding between him & me is that, one half of all of the stock and animals of every kind, on my said Horse Farm, belong to him, and the other half to me, according to a former agreement between us.

And I Give and Devise unto my son Luther M. Palmer,

being to give him by this devise just every acre -
And I further give & bequeath unto him - all of my farming

tools of every description which are now in his use, and at
his place of residence on said lands; And the understanding
between him & me is that, one half of all of the stock and
contents of every kind on my said home, farm, belong to
him, and the other half to me, according to a former agree-
ment between us.

Fourth

I Give and Devise unto my son Luther M. Palmer,
subject to the provisions hereinafter & wife Estate of a part
thereof to my said wife joined subject also to the payment of
Five Hundred Dollars as hereinafter provided by him to
my son Paul M. Palmer; All that piece, part, and parcel
of my said home farm described & bounded as follows
to wit, beginning at the South West Corner of my said farm,
and running thence East on the South line thereof, to a
point just two rods East of the East lane fence, leading
from the road to the barn - thence northerly parallel with
said lane fence to a point six rods further north, thence
the North side of said barn - thence westerly parallel with
the South line of said farm & just six rods north of said
barn to N. C. Hatch's East line - thence South, and West,
& again South on said Hatch's line to the place of be-
ginning - Also a strip of land on the West side of said
farm, bounded on the South by the last afore said described
lands, on the West by the West line of said farm, on the North
by the South Bank of the Erie Canal, and on the East by a
line drawn parallel with the West line of said farm, and at
such distance therefrom, that the lands enclosed in this
last description, together with the lands just afore said de-
scribed in this devise to said Luther M. shall make in all
just one third part, in quantity of all the rest & residue
of my afore said home farm. After deducting therefrom
the fifty acres afore said reserved to my said son James
B. - said sum of Five Hundred Dollars to my said son
Paul M. to be a charge and lien on said lands, and be

paid in two equal annual payments from after
my death with annual interest, or paid sooner

With the

I Give and Devise unto my Five Children - Charles
Helmer Dr. Avenette, former Wife, of Avenette my deceased
Army D. Palmer - Eliza, Wife of Orin D. Gault, & Paul
M. Palmer, to be divided, as near as may be in value,
Equally, between them; & so, in one or more parts to each,
that each shall have a proper share & portion of upland,
improving land, and wood land - All the rest and residue
of my said Home Farm - to be as aforesaid divided and
apportioned out by said Five Children themselves in case
they can agree, and shall make such division and ap-
portionment themselves within one year after my death -
Otherwise my Executors hereinafter named & appointed
shall, as soon as conveniently may be after the ex-
piration of said year, Cause the same to be surveyed out
and mapped in five such division, each division
to consist of one, or more parts ^{or} to contain different
qualities of land as aforesaid - and shall mark and
designate said several divisions by the numbers one -
two - three - four - & five - marking & designating each
every piece making up any one of said five divisions
by the same number - and shall then place five similar
papers, containing five corresponding numbers, in a hat
or box, and bring so folded in each case to Counsel
the number - and therein presence of said five Children
or such of them as may attend on proper notice served
personally by me, or by me, shall proceed to draw out said sev-
eral numbers; and the number first drawn shall de-
signate, the piece, or pieces of land to be set apart for
the eldest of said five Children; and the same for the
next younger, & so on, down to the youngest of the five -
and each shall have as his or her aforesaid part and share
of said lands, the part & parcels thereof designated
by his or her corresponding drawn number - and I
hereby Will & Devise accordingly -

With

The aforesaid several devises however, to each & every
of my aforesaid several Children, are not intended to,
I shall not, Create, or vest ^a full estate of inheritance in
me absolute ~~in~~ any one of my said several Children
but only, a life, or Conditional Trust Estate, in each, to the

^{each} I have as his or her apportioned part and share of said lands, the part & parcels thereof designated by his or her corresponding drawn number - and I hereby will & devise accordingly -

Sixth

The aforesaid several devises however, to each & every of my aforesaid several Children, are not intended to, & shall not create, or vest, full estate of inheritance in fee absolute ~~in~~ any one of my said several Children but only a life, or Conditional Trust Estate, in each, to the part & parcel, or pieces & parcels, as aforesaid devised & designated to each, with the remainder estate of inheritance in fee absolute, in his or her Children whom the aforesaid limited estate is, as follows to wit - On my said son George D. a life estate during his own natural life, and the remainder in fee absolute in his several Children, lawful heirs, born & to be hereafter, born, begotten by him - And in my said son Lillian M. in his present wife Sarah A. and the survivor of them a life estate during their natural lives, & the life of the surviving one of them, and the remainder in fee absolute in his several Children, should any hereafter be born, lawful heirs, begotten by him - And in my said son Charles, a life estate during his own natural life, and the remainder in fee absolute in his several Children, born & to be born, lawful heirs, begotten by him - And in my said daughter Agnes, to be exercised by herself, fee and independent of my present, or future husband the money I have, an estate in Trust, for the use & benefit of her several Children, lawful heirs of her late husband during my decease, during the minority of said several Children, and the youngest one of them, and the remainder in fee absolute, in her said several Children - And in my said son Henry D. a life estate in Trust, for the use and benefit of his son Asia Cady Palmer - And his daughter Harriet Portier Palmer, during the minority of said two Children, and the youngest one of them, and the remainder

in fee absolute, in said two Children - And in my said daughter Eliza & her present husband Orin S. Gilbert, a life estate during their natural lives, & the life of the survivor of them, And the remainder in fee absolute, in her several Children, lawful heirs, Should any hereafter be born of her body - And in my said son Fred. W., a life estate during his own natural life, And the remainder in fee absolute, in his several Children, born & hereafter to be born, lawful heirs, begotten by him - And in case my said daughter, Orin & her husband Orin Gilbert & their heirs should die without issue, I should give & devise the aforesaid Trust, I name & appoint my Executors Trustees of the aforesaid Estate, viz Trust, viz his or her heirs & And in case any one or more of said Estates in fee absolute, in my said Grand Children, shall pass for want of lawful heirs, then and in such case, I give & devise a life estate therein to my said several surviving Children, And the survivor of them, And the remainder in fee, to my several Grand Children, lawful heirs, the sons & daughters of my said seven Children, born & to be born, the several Children of each son & daughter, to have the share and portion the Parent would inherit by Law - Yet notwithstanding this remainder Estates in fee absolute in my said several Grand Children I hereby authorize and empower each and every of my said several Children, at any time during the continuance of his or her aforesaid life estate, or estate in Trust, as aforesaid - said created; to sell said convey, the lands, as aforesaid to him or her devisee (subject to the aforesaid life estate & devise to my said wife) And the estate of inheritance in fee absolute therein, to any one or more of my sons or Grand sons - Lawful heirs - the Children of my said sons & daughters - But not to any other person or persons whatever - My devise being to continue the Estate in fee absolute, in said lands, as far as practically in the male line & members of my descendants - And at the same time make all of the males and females - brothers & sisters - Equal - But in case

my said son Henry D. or my said daughter Asenath or or both should die (they being Trustees as aforesaid) I Order and direct that the purchase money & exsels of such sale shall be received & securely invested, on interest, by my Executors, for the use and benefit of their aforesaid respective Children - in each Case, until the youngest shall arrive at the age of twenty one years - when said principal shall be equally in each Case, divided between his or her Children & heirs &c.

no part of the same. And at the same time make all of the males
and females - brothers & sisters - Equal - But in Case

My said son Henry D. or my said Daughter Annatha
or or with I shall see (they being Trustees as aforesaid) I Order
and direct that the purchase money & rails of such sale
as shall be received & received invested, or interest, by my
executors for the use and benefit of their aforesaid respective
Children - in each Case, until the youngest shall arrive at the
age of twenty one years - when said principal shall be equally
in each Case, divided between him or her aforesaid designated
Children - And I further authorize and empower any one
or more of my said Children having legal Estates as aforesaid
who may die without, Lawful issue, to give and devise by
Last Will & Testament the remainder & Estate in fee absolute
of his or her aforesaid share and portion of said lands, or lands
in which he or she has such life Estate - to any one or more of my
said Children, or ~~heirs~~ of my several Grand Children - Lawful
heirs, the sons & daughters of my several Children -

Eleventh And Whereas I have heretofore advanced to my son
Charles the sum of Five Hundred Dollars - And to my
Daughter Annatha. & her late husband Aaron Mings the sum
of Five Hundred Dollars - And to my son Henry D.
the sum of Five Hundred Dollars - for which I have the
notes of said two sons, and that of said Mings - I hereby give
& bequeath the same to them, & Order said several notes cancelled
& destroyed - And I give and devise unto my said Daughter
Elizabeth her heirs, & assigns in fee absolute, my Village lot in
the village of Fayetteville, being a part of lots No 65 Mainland -
being worth of the Township & between the lands of George F Ward
on the East, and lands of S. P. Noble on the West - Containing
about one half of an acre more or less - & which I estimate to be
of the value of Five Hundred Dollars - And I give & bequeath
unto my said son Paul M. the aforesaid Five Hundred
Dollars, ordered to be paid to him by my said son & daughter
M., - All in addition to said former devises to each -
And I consider that said George B. and daughter M. will

receive Equivalents for five hundred dollars each, in their several apportionable more valuable devised of Land

Eighth

I give, devise, & bequeath, unto my several Children to be equally divided between them - my and all other real Estate of which I may die seized, and all my other personal property including all notes, Bank accounts - evidences of debt, & choses in action whatever - Or my Executors may sell, lease and if any I should have) & other property, & divide the proceeds thereof among my said several Children - But there and all of the aforesaid devises & bequests are made subject to furnishing wood for my said wife as aforesaid, equal parts by each of my Children - and the delivery to her at our present residence, of one fourth part of all of the fruit - hay - grain - & other annual produce of each & every part and parcel of said Horse Farm; and in each case, when full discharge of my & every claim, debt due & demand, the aforesaid devise & bequest may have against me, or my Estate - And subject also to the following provisions, & bequest respecting my Niece, Currier Palmer -

Ninth

I hereby Order and Direct, that in case my said Niece Currier Palmer, shall from sickness or any other Cause, become incapable of suitably providing for & supporting herself, that she be properly provided for and supported by my Executors, and that the expense of such provision & support shall be a charge upon my said Horse Farm, and be credited - & paid in equal parts by the devisees of each of the aforesaid seven main divisions thereof - and that in like manner the said expense be paid from as my present wife & son as may order given to her in her life time, or by my last will & Testament should say, matter & leave -

Tenth

I hereby name and appoint my said wife & son and my two sons George B. & Lection M. Palmer Executors & Administrators of this, my last will and Testament

And hereby expressly renounce & revoke my & every other & former will & Testament heretofore made by me

The Testimony whereof I have, hereunto set, my hand & seal this fourteenth day of January in the year of our Lord one thousand eight hundred, and a Fifty Three

Fourth

I hereby name and appoint my said wife as sole and my two sons George B. & Luther M. Palmer Executors & Directors of this my Last Will and Testament

And hereby expressly renounce & revoke any & every other & former Will & Testament heretofore made by me

The Testimony whereof I have, hereunto set my hand & seal this fourteenth day of January in the year of our Lord one thousand eight hundred and fifty three



Charles Palmer

Signed, Sealed, Published, and declared by the Testator to be his Last Will & Testament in presence of us in the at his request and in his presence and in presence of each other have hereunto subscribed our Names as Witnesses

A. W. Chapman of Mendon's Mendon County N.Y.
J. Henry Smith of De Witt's Oneida County N.Y.

I Charles Palmer of Mantles, Onondaga County N.Y. hereby make publish & declare that a Codicil to my Last Will & Testament, to wit;

I hereby Order & Direct that my Executors in my said Last Will & Testament named & appointed ~~to~~ sell & convey as soon as may be, & on the best terms they can, all that part of my home farm which lies north of the enlarged Erie Canal, being part of Lot Number Sixty Four in Mantles aforesaid - And I further Order & Direct my said executors to ~~sell~~ & dispose of, to the best advantage they can, my present Land Warrant obtained for Military Services, & any & every other like warrant which I may receive, or be entitled to receive, and to sell & convey any & all Lands that may be located under any such Warrant or Warrants; & that they divide the avails of all such sales equally between my five sons, Charles, Henry D., Paul M., Jerome B. & Luther M.

I further Order & Direct my said Executors to sell and dispose of all of my Cherry, Curly Maple, White-wood & other merchantable Lumber & Staves & heading & to pay the avails thereof to my wife Asenath, to her & dispose of as she may please.

I hereby give and bequeath unto my said son Henry D. my Sulky Wagon, or two wheeled open run-down seated carriage.

I hereby give & bequeath unto my said wife Asenath all the money & notes, & evidences of debt for payment of money, which I may have & leave on hand, in Bank, or otherwise, to have, hold, use, enjoy & dispose of in her life time as she may please; but in case any of said money shall remain

Property left for the time, & ready for use - also one Horse -

comprehended & not disposed of by her during her life
time, then I order such remainder to be, at her
death, equally divided by my said Executors be-
tween my aforesaid five sons.

Witness my hand & seal

this 28 day of June

A.D. 1854

Charles Palmer

Published & declared by the Executor to be a Cor-
rect to his last Will & Testament in presence of us
who at his request & in his presence & in presence
of each other have hereunto subscribed our
names as Witnesses

W.R. Chapman, Fayetteville Onondaga Co. N.Y.

Charles Palmer Clerk

" " "

9500-07-00080

5. Dwight C. Strong and Emeline M.,
his wife, of Manlius, Onondaga
County, New York

Warranty Deed
Dated: October 3, 1848
Ack.: June 29, 1849
Cons.: \$1.00
Trans. Tax: -----
Rec.: April 11, 1850
Book 100 Page 145

-to-

Jerome B. Palmer of the same place

CONVEYS: Premises and more.

6. Charles Palmer, Asenalti Rotnour, Henry
D. Palmer by Asa Cady Palmer, his
Special Attorney, Orrin S. Gillett,
Eliza P. Gillett, Paul M. Palmer,
Jerome B. Palmer, Luther M. Palmer
and Sarah A. Palmer, the
next of kin and legatees of
Charles Palmer, late of Manlius,
in the County of Onondaga and
State of New York, deceased

Deed
Dated: November 19, 1855
Ack.: November 19, 1855
Cons.: -----
Trans. Tax: -----
Rec.: February 5, 1856
Book 123 Page 305

-to-

Jerome B. Palmer, Luther M. Palmer,
Eliza P. Gillett, wife of Orrin S.
Gillett, Henry D. Palmer, Asenalti
Rotour, wife of Daniel Rotour,
Charles Palmer and Paul M. Palmer

CONVEYS: Premises and more.

9500-07-00080

7. Charles Palmer and Susan F., his wife,
of Michigan City in the State of
Indiana

-to-

Jerome B. Palmer of Manlius, in the
County of Onondaga and State of
New York

Quit Claim Deed

Dated: November 19, 1855
Ack.: December 20, 1855
Cons.: \$1,000.00
Trans. Tax: -----
Rec.: February 5, 1856
Book 123 Page 308

CONVEYS: Premises and more.

8. Paul M. Palmer and Adelia, his wife,
of Michigan City in the State of
Indiana

-to-

Jerome B. Palmer of Manlius, in
the County of Onondaga and State
of New York

Quit Claim Deed

Dated: November 19, 1855
Ack.: December 20, 1855
Cons.: \$2,000.00
Trans. Tax: -----
Rec.: February 5, 1856
Book 123 Page 310

CONVEYS: Premises and more.

9. Luther M. Palmer and Sarale A.,
his wife, of the City of Albany,
in the State of New York

-to-

Jerome B. Palmer of the Town of
Manlius in the County of Onondaga
and State aforesaid.

Quit Claim Deed

Dated: November 19, 1855
Ack.: November 19, 1855
Cons.: \$1,000.00
Trans. Tax: -----
Rec.: February 5, 1856
Book 123 Page 311

CONVEYS: Premises and more.

9500-07-00080

10. Orrin S. Gillett and Eliza P.,
his wife of Manlius in County of
Onondaga and State of New York,
-to-

Jerome B. Palmer of the same place

Quit Claim Deed
Dated: November 19, 1855
Ack.: November 19, 1855
Cons.: \$500.00
Trans. Tax: -----
Rec.: February 5, 1856
Book 123 Page 312

CONVEYS: Premises and more.

11. In the Matter

of

Jerome B. Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: January 26, 1881
Probated: July 5, 1881
File No.: -----

See will following.

Petition for Probate filed July 5, 1881 recites death of decedent on June 22, 1881, leaving him surviving the following named persons, his only heirs at law and next of kin:

Will probated and Letters Testamentary issued to Elizabeth A. Palmer on July 5, 1881.

	NAME	RELATIONSHIP
1.	Elizabeth A. Palmer	spouse
2.	Sara A. Palmer	daughter
3.	Mary Elizabeth Palmer	daughter
4.	Ella E. Palmer	daughter
5.	Zada E. Palmer	daughter
6.	Kate A. Palmer	daughter
7.	Luther J. Palmer	son
8.	Charles T. Palmer	son
9.	George H. Palmer	son

I, George B. Palmer, Farmer, of Mendon, Worcester County, New York, being advanced in years, and infirm in body, but of sound and disposing mind, memory, and understanding, make, publish and declare this my last Will and Testament, in words, manner and form, following, to wit:—

First. I hereby Order and direct that my Executors hereinafter named, and appointed pay my General Charges and Expenses, and all of my just debts out of any funds, or means that may just come into their hands after my death:—

Second. I hereby give, devise, and bequeath unto my beloved Wife, Elizabeth F. Palmer, the sole, sole, sole, and Control of all of my real Estate during the entire period of her natural life; and give her absolutely all of my personal property, included all Choses in Action:— to have, hold, use, and dispose of as she pleases—Conditioned that of what shall remain of said personal property on her death, my son, Luther F. Palmer shall have the Carpenter & joiner, or Shop tools, and my several daughters the balance thereof. Have & share alike;—

Third. Subject to the above said Life Estate of my said Wife therein, I give and devise to my said son, Luther F. Palmer, his heirs, and assigns, in fee, so much of my above Estate, on Original Lot Number thirty four in

(Mentioned, as lies South of a lane, starting at a point on the East line of said Lot. About twenty rods North of my South East Corner, being in range of the Center of the South line of the Garden and Orchard fence - Extending back in the line of those fences to a point just two rods west of the west row of Apple trees, in said Orchard, and running thence North to the Center line of the South lane fence; thence west along said latter line to my west line; thence South in my west line, and East in my South to the East line of said Original lot; and thence North in said East line to the place of beginning; Containing (by Estimate) About forty six Acres of Land - be the same more or less; -

This is more in Value than I Can give either of my other Children, but is not given out of favoritism, but in consideration of his staying & working at home, in anticipation of being suitably rewarded there for; and to be accepted by him, in full payment for all such labor and services; -

And I give and devise to my other two sons Charles T. Palmer, and George Willard Palmer their heirs and assigns in fee, (Subject to the Afore said Life Estate of my said Wife) All of my said farm which lies North of a line drawn parallel with the Center of the Afore said South line of said lane fence, and just fifty eight rods North thereof, bounded on the South by said parallel line; On the West & North, by my west and north lines, and on the East by the Center of the said road, Con-

aining (by Estimate, About thirty six Acres of Land,

Containing by Estimate, About thirty five Acres of Land,
be the same more or less;

And I Give and devise unto my five daughters
Sarah, Mr. Libbie, Ellen E., Zada E., and Kate H.
their heirs and assigns in fee & Subject to the Appraised
Life Estate of my said Wife therein, All the West, and Middle
the part and portion of my said Town-Parcelled on
the South in part by the Center line of Garden and Orchard
South line fences, and in part by the Center of said
South line fences; on the West in part by the Appraised
line two rods west of the West row of Apple Trees, and in
part by my West line; On the North by said line parcel-
led with the Center of said South line fence and just
fifty Eight rods North thereof; and on the East by the
East line of said Original lot-Containing (by Estimate)
About sixty Acres of Land, be the same more or less.

Each Son and daughter shall receive and accept
the foregoing in full for all services rendered during
my life, and of all Charges against my Estate;

Fourth. In Case either one of my said Sons shall die
without leaving lawful issue, before the death of their
said Mother, then his share and portion of my said
Estate shall go to his several surviving Brothers and
Sisters, and their issue in the same would descend
by law; And in Case either of my said daughters shall
die without issue before the death of their said Mother
then her share and portion of my Estate shall go to her
several surviving Sisters & their issue as the same would

(Mantins, as is South of a line running at a point in the East line of said Lot about twenty rods to each, descend by law, and if any of the aforesaid persons, given to my said wife shall remain on her death the same shall go to my said several daughters and their issue as aforesaid:—

Forth I hereby name and appoint my said wife Eliza— both A. Palmer and my said son Simeon J. Palmer, sons and executors of this my last Will and Testament, and hereby renounce and revoke any and every other and former last Will & Testament made by me:—

In Testimony whereof, I have hereunto set my hand and seal this 26th day of January, in the year of our Lord one thousand eight hundred & eighty one


George B. Palmer

Signed, sealed, published and declared by the testator to be his last Will and Testament in the presence of us, who at his request, and in his presence and in the presence of each other, have hereunto subscribed our names

as Witnesses
713 Robinson Fayetteville New York
B. R. Palmer " " "

Witness
of
B. R. Palmer
and
Simeon J. Palmer

COUNTY OF ONONDAGA, } 23.

Surrogate's Office,

I, GEORGE R. COOK, Surrogate of the County of Onondaga, New York, do hereby certify

that the annexed instrument, (being the last will and testament),

of George B. Palmer, late of the town of Mantins,
... day of January, 1881, upon due

9500-07-00080

12. Charles S. Palmer, Emma ___ Palmer,
his wife, of Fairbault ___ Co. Minn.
and George L. Palmer of Brookston
Polk Co., Minn.

Quit Claim Deed
Dated: May 29, 1889
Ack.: May 29, 1889
Cons.: \$100.00
Trans. Tax: -----
Rec.: November 12, 1901
Book 345 Page 204

-to-

Sara A. Palmer and Ella E. Palmer
of Fayetteville, Onondaga Co.,
New York

CONVEYS: Premises and more.

13. In the Matter

of

Ella M. Barber,
deceased

Petition for Administration
Surrogate's Court
Onondaga County
File No.: -----

Petition for Administration filed July 29, 1904 recites death of decedent on June 3, 1904 leaving her surviving, the following named persons, her only heirs at law and next of kin:

NAME	RELATIONSHIP
1. Eli M. Barber	spouse
2. Charles T. Palmer	brother
3. Luther J. Palmer	brother
4. Sarah A. Palmer	sister
5. Elizabeth P. Erkenbeck	sister
6. Zada E. Palmer	sister
7. Kate A. Palmer	sister
8. Luther Palmer	nephew
9. Zada Palmer	niece

Letters of Administration issued to Eli M. Barber on July 29, 1904.

9500-07-00080

14. Luther J. Palmer and Etta Palmer,
his wife, of the City of Syracuse,
Onondaga County, New York,
Charles T. Palmer and Emma Wood
Palmer, his wife, of the City of St.
Paul, Minnesota and Luther J. Palmer,
of Crookston, Minnesota and Emma M.
Palmer, his wife, of the same place

Quit Claim Deed
Dated: June 4, 1907
Ack.: June 29, 1907
Cons.: \$1.00
Trans. Tax: \$1.00
Rec.: July 11, 1907
Book 377 Page 176

-to-

Sara A. Palmer, Zada E. Palmer,
Kate A. Palmer and Mary E.
Erkenbeck, severally of the Town
of Manlius, Onondaga County,
New York

CONVEYS: Premises and more.

15. Zada W. Palmer of the City of
Los Angeles, County of Los
Angeles, and State of California,
an infant under the age of twenty-
one years, by A. Cady Palmer,
Special Guardian

Guardian's Deed
Dated: July 11, 1907
Ack.: July 11, 1907
Cons.: \$1.00
Trans. Tax: -----
Rec.: July 25, 1907
Book 377 Page 202

-to-

Sara A. Palmer, Zada E. Palmer,
Kate A. Palmer and Mary E.
Erkenbeck, severally of the Town
of Manlius, County of Onondaga
and State of New York

CONVEYS: Premises and more.

9500-07-00080

16. Sara A. Palmer of the Town of Manlius, Onondaga County,

-to-

Zada E. Palmer, Kate A. Palmer and Mary E. Erkenbeck, severally of the same place

Quit Claim Deed

Dated: July 9, 1908
Ack.: July 9, 1908
Cons.: \$1.00
Trans. Tax: -----
Rec.: August 17, 1908
Book 388 Page 94

CONVEYS: Premises and more.

17. Sara A. Palmer, Zada E. Palmer
Kate A. Palmer, severally of the
Town of Manlius, County of
Onondaga and State of New York

-to-

Mary E. Erkenbeck of the same place

Quit Claim Deed

Dated: March 21, 1919
Ack.: March 21, 1919
Cons.: \$1.00
Trans. Tax: \$12.00
Rec.: May 14, 1919
Book 475 Page 262

CONVEYS: Premises and more.

18. In the Matters

of

Eli Barber,
deceased

Petition for Administration

Surrogate's Court
Onondaga County
File No.: -----

Petition for Administration filed December 20, 1921 recites death of decedent on November 6, 1921 leaving him surviving the following named persons, his only heirs at law and next of kin:

NAME		RELATIONSHIP
1.	Mason W. Barber	brother
2.	Mary D. Woodworth	sister
3.	Amelia Maginnis	sister

Letters of Administration issued to Frank A. Barton on December 16, 1921.

9500-07-00080

19. In the Matter
of
Elizabeth P. Erkenbeck,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: September 28, 1929
Probated: October 3, 1970
File No.: -----

See will following.

Petition for Probate filed October 3, 1970 recites death of decedent on August 12, 1930 leaving her surviving the following named persons, her only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Frederick P. Erkenbeck	son

Will probated and Letters Testamentary issued to James K. Kennedy on October 3, 1970.

LAST WILL AND TESTAMENT

I, Elizabeth P. Erkenbeck, of the Village of Fayetteville, in the County of Onondaga and State of New York, being of sound mind and memory, do make, publish and declare this my last Will and Testament, in manner following, that is to say:

FIRST: I direct that all my just debts and funeral expenses be paid.

SECOND: I give and bequeath to my son, Frederick P. Erkenbeck, the sum of One Dollar (\$1.00). I have already given my said son large sums of money and he is at present indebted to me in a sum of upwards of \$8000.00 for rent of my farm and I still have obligations in a large amount to meet which were incurred by me for the benefit of my said son and I feel that he has already received from me all that he is entitled to expect from me of my estate.

THIRD: I give and bequeath to my brother, Charles T. Palmer of St. Paul, Minnesota, the sum of Five Hundred Dollars (\$500). Should he die before the date of my death, I give and bequeath said \$500.00 to his daughter, Rilla Palmer.

FOURTH: I give and bequeath to my niece, Rilla Palmer, one-half dozen solid silver knives and forks marked "P" and also the sum of Five Hundred Dollars (\$500). Should said Rilla Palmer die before the date of my death, I give and bequeath said sum of \$500.00 and said knives and forks mentioned in this paragraph of my Will to Charles T. Palmer, her father.

FIFTH: I give and bequeath to Kate Erkenbeck White the sum of Two Thousand Dollars (\$2000). Should she die before the date of my death, I give and bequeath said \$2000.00 to her husband, Bert White.

SIXTH: I give and bequeath to my nephew, Everett Palmer, the sum of Five Thousand Dollars (\$5000.00) and also my Frigidaire ice-box. Should my said nephew die before the date of my death, I give and bequeath said \$5000.00 and said Frigidaire

ice-box to Bertha E. Palmer, wife of my said nephew. Should my said nephew and his said wife both die before the date of my death, I give and bequeath said \$5000.00 and said Frigidaire ice-box to Everett L. Palmer, Jr., and Catherine J. Palmer, children of my said nephew, they to share and share alike therein.

SEVENTH: I give and bequeath to the Woman's American Baptist Home Mission Society the sum of One Hundred Dollars (\$100.00).

EIGHTH: I give and bequeath to the Woman's Baptist Foreign Mission Society the sum of One Hundred Dollars (\$100.00).

NINTH: I give and bequeath to that branch of the Onondaga County Orphans Home known as "Butterfly Cottage" of Fayetteville, N. Y., the sum of Three Hundred Dollars (\$300.00).

TENTH: I give and bequeath to Miss Jennie Jones of Fayetteville, N. Y., the sum of One Hundred Dollars (\$100.00).

ELEVENTH: I give and bequeath my over-stuffed davenport and two over-stuffed chairs to match said davenport, also the sum of One Thousand Dollars (\$1000.00) to Mrs. Bertha E. Palmer, wife of my nephew, Everett Palmer.

TWELFTH: I give and bequeath to Everett L. Palmer, Jr., my grand-nephew, the sum of One Thousand Dollars (\$1000) also one Cogswell chair; also all my desert spoons marked "P" being about one-half dozen in number.

THIRTEENTH: I give and bequeath to my grand-niece, Catherine J. Palmer, the sum of One Thousand Dollars (\$1000); also my birds-eye maple bed-room set located in the bedroom down stairs; also twelve solid silver tea spoons marked "P".

FOURTEENTH: I give and bequeath to the Rev. H. C. Poland and Leila Poland, his wife, jointly, the sum of One Thousand Dollars (\$1000.00). In the event of the death of either, the survivor to take said \$1000.00.

FIFTEENTH: I give and bequeath to Mrs. Clara Reby of Sherburne, N. Y., the sum of Fifty Dollars (\$50.00).

SIXTEENTH: I give and bequeath to my cousin, Hattie Palmer, of Hobart, Indiana, my gold watch and chain.

SEVENTEENTH: I give and bequeath to my niece, Sadie A. Claxton of Syracuse, N. Y., the sum of One Thousand Dollars (\$1000.00).

EIGHTEENTH: I give and bequeath my mahogany bureau located in the dining room, also my chamber set complete, located in my front bed room, also the sum of One Thousand Dollars (\$1000.00) to my grand-son, Donald Erkenbeck.

NINETEENTH: I give and bequeath my chamber set complete located upstairs in the southwest corner bed room of my residence, also one walnut chiffonier now located in my brick house on my farm, also the sum of One Thousand Dollars (\$1000.00) to my grand-son, Palmer Erkenbeck.

TWENTIETH: I give and bequeath one small mahogany stand which now in fact belongs to my sister, Kate A. Palmer, but which is in my possession, to my said sister, Kate A. Palmer.

TWENTY-FIRST: I give and bequeath to my sisters, Kate A. Palmer and Zada F. Palmer, all my silver spoons, marked "Ella" and "Libbie"; also my electric stove.

TWENTY-SECOND: All the rest, residue and remainder of my furniture and household goods, I give and bequeath to my grand-sons Donald Erkenbeck and Palmer Erkenbeck, they to share and share alike therein.

TWENTY-THIRD: I give and bequeath to my cousin, Ada F. Nichols, the sum of Five Hundred Dollars (\$500.00) and my fire-side rocking chair.

TWENTY-FOURTH: I give and bequeath to my cousin, John Nichols, the sum of Five Hundred Dollars (\$500.00).

TWENTY-FIFTH: I give and bequeath to Mabel Nichols the sum of One Hundred Dollars (\$100.00).

TWENTY-SIXTH: All the rest, residue and remainder of my personal property of every name and nature, not herein before disposed of, I give and bequeath to my sisters, Kate A. Palmer and Zada E. Palmer absolutely and forever. I have perfect confidence in the honesty, fairness and discretion of my said sisters and they are fully advised in relation to my wishes concerning this paragraph of my Will.

TWENTY-SEVENTH: I give, devise and bequeath my farm of about ninety five acres upon which my brick house stands, located in the Town of Manlius, on lot No. 64 of said Town and described in a deed from Sara A. Palmer, recorded in the Onondaga County Clerk's Office, in Book of Deeds No. 475 at page 263 to my sisters, Kate A. Palmer and Zada E. Palmer, absolutely and forever. My said sisters have from time to time advanced and given me large sums of money and I am now indebted to them in a large sum and this paragraph of my Will is made to re-pay them for unpaid loans made to me and in recognition of their kindness and consideration covering a long period of years.

TWENTY-EIGHTH: My executor hereinafter named, shall not be required to furnish any bond or other security for the faithful performance of his official duties, as executor of this my last Will and Testament.

LASTLY, I hereby appoint James K. Kennedy, of Syracuse, N. Y., executor of this my last will and testament: hereby revoking all former wills by me made.

IN WITNESS WHEREOF I have hereunto subscribed my name the 28th day of September, in the year Nineteen Hundred and Twenty Nine.

Elizabeth P. Enckelbeck L.S.

Surrogate's Court - Onondaga County

In the Matter of the Estate

of

Elizabeth P. Erkenbeck, deceased

State of New York } ss:
County of Onondaga }

George Ebeling being duly sworn deposes and says that he resides in the Village of Fayetteville, Town of Manlius, Onondaga County, New York.

That deponent is an assessor for the Town of Manlius, and has been acting in that capacity for seven years last past; that deponent for many years has known of real property being bought and sold in said town of Manlius and knows the value of real property located in said Town.

That deponent is familiar with the farm property located in said Town of Manlius on town lot No. 65 of said town, commonly known as the "Erkenbeck Farm".

That said farm is located on the westerly side of Burdick Street and consists of about 96 acres of land; that there is located on said farm a large brick house which prior to the death of Elizabeth P. Erkenbeck was in a bad state of repair; that there is also a large barn located on said farm and said barn was in a bad, dilapidated condition at the time of the death of said Elizabeth P. Erkenbeck.

That said farm has been and now is handicapped for farm purposes because of the fact that there is no well or water supply upon said farm and water for use of said farm is now obtained from the water system of the Village of Fayetteville.

That about forty acres of said farm is low swamp land; that the balance of said farm is good tillable farm land; that the swamp land is of relatively small value worth about \$15.00 per acre.

That deponent has assessed said land during the past

9500-07-00080

20. In the Matter
of
Zada E. Palmer,
deceased

Last Will and Testament
Surrogate's Court
Onondaga County
Will dated: October 3, 1944
Probated: February 25, 1948
File No.: -----

See will following.

Petition for Probate filed February 18, 1948 recites death of decedent on December 16, 1947, leaving her surviving the following named persons, her only heirs at law and next of kin:

	NAME	RELATIONSHIP
1.	Kate A. Palmer	sister
2.	Frederick P. Erkenbeck	nephew
3.	Charles H. Palmer	nephew
4.	Harry C. Palmer	nephew
5.	Hiram Wood Palmer	nephew
6.	Robert F. Palmer	nephew
7.	Ben W. Palmer	nephew
8.	Everett L. Palmer	grandnephew
9.	Catherine Langenmayr	grandniece
10.	Geraldine Claxton Solberg	grandniece
11.	Luther J. Palmer	nephew
12.	Zada Wing Palmer	niece

Will probated and Letters Testamentary issued to Bertha E. Palmer on February 25, 1948.

LAST WILL AND TESTAMENT

I, ZADA E. PALMER, of the Village of Fayetteville, County of Onondaga and State of New York, being of sound mind and memory, do hereby make, publish and declare this to be my Last Will and Testament in the manner following, to wit:

FIRST: I direct that all my just debts and funeral expenses be paid.

SECOND: I hereby give, devise and bequeath all of my property, both real and personal, of every name and nature and wherever situate, to my beloved sister, Kate A. Palmer, to be hers absolutely.

THIRD: In case my said sister, Kate A. Palmer, does not survive me, I hereby give, devise and bequeath all of my said property, both real and personal and wherever situate, as follows.

(1) I hereby give, devise and bequeath to Bertha E. Palmer, of Fayetteville, New York, widow of my nephew, W. Everett Palmer, now deceased, and both of whom have been of great assistance to my sister and myself, the real estate in the Town of Manlius, County of Onondaga and State of New York, consisting of three farms fronting on Burdick Street, north of Fayetteville, New York, one being located on the west side of Burdick Street, now consisting of approximately ninety-six (96) acres and known as the "Palmer Farm", the second being located on the east side of said Burdick Street, known as the "Pratt Farm", now consisting of approximately eighty-eight (88) acres, and the third being located on the east side of said Burdick Street, consisting of approximately six (6) acres, purchased from Arthur B. Merriam and wife in the year 1940, together with any and all property adjoining either or all of said farms which

I own or which may come into my possession, and together with all gravel washers, tractors, machinery, tools, animals, and equipment belonging to or used in or for the operation of either or all of said farms including the gravel pit or pits thereon, to be hers absolutely. In case said Bertha E. Palmer does not survive me, then I give, devise and bequeath all the property mentioned in this paragraph to Everett L. Palmer and Catherine Palmer, children of said W. Everett Palmer and Bertha E. Palmer, or their surviving distributees, share and share alike, as tenants in common. In case I dispose of any or all such real estate prior to my decease, then and in that event, a sum of money equal to the price or prices I may receive for such property disposed of shall be substituted for and given in lieu of such property disposed of, which sum shall be treated the same as if it were such property, viz., a specific devise of real estate, and such payment shall be a first charge against my estate, except for the payment of debts, expenses, taxes and other costs of administration.

(2) I hereby give, devise and bequeath to Bertha E. Palmer, widow of my nephew, W. Everett Palmer, the real estate situate on the south side of Elm Street, in the said Village of Fayetteville, New York, now known as 308 Elm Street, Fayetteville, New York, and formerly known as the "Erkenbeck Residence" to be hers absolutely. In case said Bertha E. Palmer does not survive me, then I hereby give, devise and bequeath said real estate mentioned in this paragraph to Catherine Palmer of Fayetteville, New York, daughter of said Bertha E. Palmer.

(3) I hereby give and bequeath certain articles of personal property, and my silver, as follows:

A. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, my birdseye maple

bedroom suite, also my small sofa and three easy chairs, which were formerly in the house on the "Palmer Farm".

B. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, six (6) knives marked "S.P.G." and six (6) forks marked "Palmer", and my mahogany bedroom suite.

C. To my nephew, Ben W. Palmer, of Minneapolis, Minn., my book, Montague's "Genealogy".

D. To my nephew, Harry C. Palmer, of St. Paul, Minn., oil portraits of Grandfather and Grandmother Hibbard.

E. To my grandnephew, Everett L. Palmer, of Fayetteville, New York, my dining room furniture.

F. To my grandniece, Catherine Palmer, of Fayetteville, New York, my Ampico Baby Grand Piano.

(2) I hereby give and bequeath

A. To my nephew, Charles H. Palmer, of Tacoma, Washington, the sum of One Hundred Dollars (\$100.00).

B. To my nephew, Harry C. Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars (\$100.00).

C. To my nephew, H. Wood Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars (\$100.00).

D. To my nephew, Robert F. Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars (\$100.00).

E. To my nephew, Ben W. Palmer, of Minneapolis, Minn., the sum of One Hundred Dollars (\$100.00).

F. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00).

G. To my cousin, Ada Nichols, of Fayetteville, New York, the sum of One Hundred Dollars (\$100.00).

H. To my nephew, Luther J. Palmer, of Duluth, Minnesota, the sum of One Hundred Dollars (\$100.00).

I. To my niece, Zada Wing Palmer, of Los Angeles, California, the sum of One Hundred Dollars (\$100.00).

J. To my grandnephew, Palmer Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00), and to his wife, Katherine Taffner Erkenbeck, the sum of Two Hundred Dollars (\$200.00).

K. To my grandnephew, Donald Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00) and to his wife, Ida Rant Erkenbeck, the sum of Two Hundred Dollars (\$200.00).

L. To my nephew, Frederick Erkenbeck, of Fayetteville, New York, the sum of One Hundred Dollars (\$100.00).

M. To my grandnephew, Everett L. Palmer, of Fayetteville, New York, the sum of One Thousand Dollars (\$1,000.00).

N. To my grandniece, Catherine Palmer, of Fayetteville, New York, the sum of One Thousand Dollars (\$1,000.00).

O. To my cousin, John Nicholas, of Fayetteville, New York, the sum of One Hundred Dollars (\$100.00).

P. To Mabel Nicholas, wife of my cousin, John Nicholas, of Fayetteville, New York, the sum of One Hundred Dollars (\$100.00).

In case any of the above mentioned legatees mentioned in above paragraphs "A" to "P", inclusive, of subdivision "4", predecease me, and leave children living at the time of my death, then, and in that event, such legatees' share shall be distributed among such one's children, living at the time of my decease, share and share alike.

Also, I give and bequeath:

Q. To each of my friends, Rev. and Mrs. H. Clay Poland, of ^{NEW} ~~ST~~, New York, the sum of One Hundred Dollars (\$100.00).

R. To the Fayetteville Free Library, of Fayetteville, New York, or its successor, the sum of Two Hundred Dollars (\$200.00).

(5) In case death occurs to my said sister, Kate A. Palmer, and to myself at approximately the same time, and my said sister does not survive me, and I do not or my estate does not receive the estate of my said sister, then, and in that event, I give, devise and bequeath all my right, title and interest in and to the property mentioned and described in subdivisions "1", "2" and "3" of paragraph "THIRD" to such persons therein mentioned, and I give and bequeath the amounts mentioned in subdivision "4" of paragraph "THIRD" to the the respective persons therein mentioned.

(6) I direct that all estate and/or inheritance taxes be paid from my gross estate and not charged against or deducted from any of the individual devises or bequests.

(7) If my residuary estate is not sufficient to pay all debts which include mortgages, if any, expenses, taxes and other costs of administration, chargeable against my estate, then I direct that the balance necessary to pay such amounts be prorated in proportion to the amounts of the bequests which would have been payable under subdivision "4" of paragraph "THIRD" and deducted pro rata from such bequests.

(8) I direct that no interest shall be due or payable on any of the legacies herein made.

(9) I hereby direct that in case any legatee shall contest this my last Will and Testament, then, and in that

event, the legacy herein mentioned to be paid to such person is and shall be revoked and cancelled.

(10) I give, devise, and bequeath all the rest, residue and remainder of my estate to Bertha E. Palmer, widow of my said nephew, W. Everett Palmer; if said Bertha E. Palmer does not survive me, then the whole of the rest, residue and remainder she would have received, if living, shall be divided equally among her children, Everett L. Palmer and Catherine Palmer, or their surviving distributees, living at such time, share and share alike, as tenants in common.

FOURTH: I hereby designate and appoint Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, executrix of this my last Will and Testament, to serve without giving bond, and with full **power** to mortgage, lease, sell, transfer and/or exchange any real estate, securities or other property that I may die possessed of, or that may come into her hands as such executrix, including the power to exercise any rights received on securities, and in her judgment and discretion, to make any investments that she may deem for the best interest of my estate or necessary or expedient to conserve any of the assets of my estate, and to execute any papers that may be necessary in order to carry out any of the powers herein conferred. And I direct that my said executrix shall use her best judgment as to the time and manner and the amounts to be received for the disposal of any such property, and as to the time for the payment of the bequests hereinbefore made, and that she shall not be liable to my estate or to any of my said legatees or other persons, for or on account of any of her acts as such executrix performed in accordance herewith. In case said Bertha E. Palmer does not survive me, or is unable to serve as such executrix, or renounces her right to serve as such executrix,

then I hereby designate and appoint her son, Everett L. Palmer, executor of this my last Will and Testament, to serve without giving bond and with all the rights, powers and privileges that said Bertha E. Palmer would have had if she had served as such executrix. In the event that Everett L. Palmer does not survive me, or his mother, Bertha E. Palmer, or is unable to serve as such executor or renounces his right to serve as such executor, then I hereby designate and appoint George B. Peluso, of Syracuse, New York, executor of this my last Will and Testament, to serve in the same manner and under the same rights and restrictions.

FIFTH: I hereby revoke all former Wills by me made.

In WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of October, Nineteen Hundred and Forty-four.

Zada E. Palmer (L.S.)

We, whose names are hereto subscribed, DO CERTIFY that on the 3rd day of October, 1944, ZADA E. PALMER, the testatrix above named, subscribed her name to this instrument consisting of seven (7) pages, in our presence and in the presence of each of us, and at the same time, in our presence and hearing, declared the same to be her last Will and Testament, and requested us and each of us, to sign our names thereto as witnesses to the execution thereof, which we hereby do in the presence of the testatrix and of each other, on the day of the date of the said Will, and write opposite our names our respective places of residence.

Robert T. W. Gurn residing at 461 Salt Spring St.
Seymour, N.Y.

George B. Peluso residing at 104 Pellam Road
Stearns, New York

SCHEDULE "A".

REAL ESTATE

	<u>Amount</u>	<u>Value as appraised in this proceeding</u>
--	---------------	--

1. Description
An Undivided One-half ($\frac{1}{2}$) Interest in
A farm, and improvements, of about 95
acres, being part of Lot 64, Town of
Manlius, Onondaga County, New York,
as described in a deed from Luther, J.
Palmer and others to this Decedent and
others, dated June 4, 1907 and recorded
in Onondaga County Clerk's Office
July 11, 1907 in Book of Deeds No. 377
at Pages 176, etc., and as further des-
cribed in a subsequent deed from Sara A.
Palmer and others to Mary E. Erkenbeck
dated March 21, 1919 and recorded in
Onondaga County Clerk's Office May 14,
1919 in Book of Deeds No. 475 at pages
262, etc., and devised by Elizabeth P.
Erkenbeck under her Last Will probated
in Onondaga County Surrogate's Court
October 3, 1930, to this Decedent and
her sister Kate A. Palmer; said decedent,
Elizabeth P. Erkenbeck, and said grantee,
Mary E. Erkenbeck, being one and the same
persons.

FULL VALUE, \$16,500.00. 1/2 Interest \$9,250.00

2. Description
An Undivided One-half ($\frac{1}{2}$) Interest in
A farm and improvements, of about 88
acres, being part of Lot 65, Town of
Manlius, Onondaga County, New York, as
described in a deed to this Decedent
and her sister Kate A. Palmer, dated
October 26, 1929 and recorded in
Onondaga County Clerk's Office
November 11, 1929 in Book of Deeds No.
607 at pages 440 etc.

FULL VALUE, \$12,500.00. 1/2 Interest

12,500.00
\$6,250.00

Total
\$14,500.00
\$20,750.00

Bertha E. Palmer
Bertha E. Palmer, Executrix

SCHEDULE "E".

JOINTLY OWNED PROPERTY

Description
Real Estate

Amount

Values as appraised in this proceeding

1. One Family House and Lot known as 308 Elm Street, Fayetteville, New York, being part of Block 37 in Farm Lot 65, Town of Manlius, County of Onondaga, State of New York, as described in a deed from Elizabeth P. Erkenbeck to Kate A. Palmer and this decedent, as joint tenants, the survivor to take the whole, dated September 28, 1929 and recorded in Onondaga County Clerk's Office September 30, 1929 in Book of Deeds No. 607 at pages 391, etc. The consideration for the purchase of these premises was furnished and paid one-half by Kate A. Palmer, the survivor and sole legatee and devisee of this estate, and one-half by this decedent (see affidavit of Kate A. Palmer duly verified the 24th day of May, 1948 hereto annexed and made a part hereof).
FULL VALUE, \$10,000.00. 1/2 Interest \$5,000.00

2. Piece of Farm Land, no improvements, of about 5.99 acres, being part of Lot 65, Town of Manlius, County of Onondaga, State of New York, as described in a deed from Arthur B. Merriman and wife to Kate A. Palmer and this decedent, as joint tenants with the right of survivorship, dated June 1, 1940 and recorded in Onondaga County Clerk's Office June 1, 1940 in Book of Deeds No. 932 at pages 124, etc. The consideration for the purchase of these premises was furnished and paid one-half by Kate A. Palmer, the survivor, and sole legatee and devisee of this estate, and one-half by this decedent (see affidavit of Kate A. Palmer duly verified the 24th day of May, 1948 hereto annexed and made a part hereof).

FULL VALUE, \$1,000.00. 1/2 Interest \$500.00

Total

~~\$5,500.00~~

\$10,500.00

Bertha E. Palmer.

Bertha E. Palmer, Executrix

SUPROGATE'S COURT : COUNTY OF ONONDAGA

In the Matter of the Appraisal :
of :

THE ESTATE OF ZADA E. PALMER :

STATE OF NEW YORK)
COUNTY OF ONONDAGA } SS.
CITY OF SYRACUSE }

JOHN E. MALONEY, residing in the City of Syracuse, New York,
being duly sworn, deposes and says:

That he is a duly licensed real estate broker in and for the
State of New York, and has been duly licensed as a broker for the
past years, and previous thereto deponent was a duly licensed
real estate salesman for a period of upwards of twenty-five years;
Deponent is familiar and well acquainted with real estate values
in and about the City of Syracuse and the County of Onondaga and
State of New York, and has seen and observed real estate bought
and sold therein over said period of years.

That deponent has made a personal inspection and investigation
of the real property hereinafter described in which the above estate
is interested, as follows:

PARCEL NO. I. A farm on the west side of Burdick Road consist-
ing of approximately Ninety-five (95) acres of land, and being part
of Lot No. 64 in the Town of Manlius, County of Onondaga, and State
of New York, and being the same premises conveyed to Mary E.
Erkenbeck by deed dated March 21, 1919 and recorded in the Onondaga
County Clerk's Office May 14, 1919 in Book of Deeds No. 475 at
Page 222, 1919, and subsequently devised by the Last Will and
Testament of said Mary E. Erkenbeck (also known as Elizabeth P.
Erkenbeck) to Kate A. Palmer and Zada E. Palmer, the above named
decedent, which Last Will and Testament was duly recorded in the

Onondaga County Clerk's Office on the 15th day of October, 1930 at Book No. 25 of Wills at pages 469, etc. Said farm contains a brick dwelling house, two car garage and frame barn.

That the assessed value of said premises for the year 1947 was \$11,500.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of \$16,500.00.

PARCEL NO. II. A farm on the east side of Burdick Road consisting of approximately Eighty-eight (88) acres, being part of Lot 65 in the Town of Manlius, County of Onondaga, and State of New York, and more fully described in a deed from Fred P. Erkenbeck to Kate A. Palmer and Zada E. Palmer, this decedent. Which deed was dated October 23, 1929 and recorded in the Onondaga County Clerk's Office November 11, 1929 in Book of Deeds No. 607 at pages 440, etc. said premises containing two one-family cottages and a gravel washer.

That the assessed value of said premises for the year 1947 was \$20,000.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of \$22,000.00.

PARCEL NO. III. A one family house and lot and two car garage, with joint driveway, said premises being known as 308 Elm Street, Fayetteville, New York, and being part of Lot 65, Town of Manlius, Block 37 of said Village of Fayetteville, County of Onondaga, and State of New York, and as more fully described in a deed from Edmund C. P. Erkenbeck to Kate A. Palmer and Zada E. Palmer, this decedent, dated September 23, 1929 and recorded September 30, 1929 in the Onondaga County Clerk's Office in Book of Deeds No. 607 at pages 391, etc.

That the assessed value of said premises for the year 1947 was \$4,400.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of the said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of \$10,000.00.

PARCEL NO. IV. A parcel of land of about 5.39 acres, more or less, being part of Lot No. 55 in the Town of Malinus, County of Onondaga, and State of New York, as more fully described in a deed from Arthur B. Merriman and wife to Kate A. Palmer and Zada E. Palmer, the above named decedent, dated and recorded the first day of June, 1940 in the Onondaga County Clerk's Office in Book No. 373 of Deeds at pages 124, etc., there being no buildings of any kind on this land, and being situate on the east side of Burdick Road in said town.

That the assessed value of said premises for the year 1947 was \$600.00. That after inspection and investigation of said premises, deponent hereby appraises the full value of the said real estate as being of the estimated market value as of the 15th day of December, 1947 in the amount of \$1,000.00.

John E. Maloney
John E. Maloney

Subscribed and sworn to before
me this 21st day of May, 1948.

James D. Pew
Commissioner of Deeds

STATE OF NEW YORK)
COUNTY OF ONONDAGA) SS.

KATE A. PALMER, being duly sworn, deposes and says:

That she resides at 308 Elm Street, Fayetteville, New York.

That deponent is the sole devisee and legatee under the Last Will and Testament of Zada E. Palmer, who died a resident of the Village of Fayetteville on the 15th day of December, 1947.

That deponent and said decedent are the grantees as joint tenants, the survivor to take the whole, of the property constituting a one family house and lot known as 308 Elm Street, Fayetteville, New York, being part of Block 37 in Farm Lot 65, Town of Manlius, County of Onondaga, and State of New York, said deed being from Elizabeth P. Eikenbeck, dated September 28, 1924, and recorded in Onondaga County Clerk's Office September 30, 1924 in Book of Deeds No. 607 at pages 391, etc.

That the consideration for the purchase of said premises was furnished and paid by deponent and the said decedent in equal portions, that is, deponent paid exactly one-half of the purchase price from her own separate funds, and the said decedent, Zada E. Palmer, also paid exactly one-half of the purchase price from her own separate funds. Deponent and the said decedent have always occupied said premises as their home since taking title to and possession of the same.

That deponent and said decedent also are the grantees as joint tenants with the right of survivorship of the parcel of land of about 5.99 acres, being part of Lot 65, Town of Manlius, County of Onondaga and State of New York, in a deed from Arthur B. Merriman and wife to deponent and said decedent, Zada E. Palmer, dated June 1, 1940 and recorded in Onondaga County Clerk's Office June 1, 1940 in Book of Deeds No. 952 at pages 124, etc.

That the consideration for the purchase of said premises was furnished and paid by deponent and the said decedent in equal portions, that is, deponent paid exactly one-half of the purchase price from her own separate funds, and the said decedent, Zada E. Palmer, also paid exactly one-half of the purchase price from her own separate funds. Deponent and the said decedent have always had possession of said premises since taking title to the same.

Kate A. Palmer
Kate A. Palmer

Subscribed and sworn to before
me this 22 day of May, 1948.

George B. Peluso

GEORGE B. PELUSO
Notary Public in the State of New York
Appointed in Onondaga County No. 1621
My Commission Expires March 30, 1949

9500-07-00080

21. Kate A. Palmer, residing at 308 Elm Street, Fayetteville, New York

-to-

Bertha E. Palmer of 210 South Burdick Street (or Road), Fayetteville, New York

Warranty Deed

Dated: July 19, 1948
Ack.: July 19, 1948
Cons.: \$1.00
Trans. Tax: -----
Rec.: September 30, 1948
Book 1353 Page 125

CONVEYS: Premises and more.

Subject to life use of grantor.

22. Kate A. Palmer and Bertha E. Palmer, residing at 308 Elm Street, Fayetteville, New York

-to-

Everett L. Palmer of 300 West Genesee Street, Fayetteville, N.Y.

Quit Claim Deed

Dated: January 1, 1952
Ack.: January 18, 1952
Cons.: \$1.00
Trans. Tax: \$.00
Rec.: January 19, 1952
Book 1545 Page 427

CONVEYS: Premises and more.

23. Everett L. Palmer, residing at 300 West Genesee Street, Fayetteville, New York

-to-

Kate A. Palmer and Bertha E. Palmer residing at 308 Elm Street, Fayetteville, New York, as tenants in common

Quit Claim Deed

Dated: January 1, 1952
Ack.: January 19, 1952
Cons.: \$1.00
Trans. Tax: -----
Rec.: January 21, 1952
Book 1545 Page 525

CONVEYS: Premises and more.

9500-07-00080

24. In the Matter

of

Kate A. Palmer,
deceased

Last Will and Testament

Surrogate's Court

Onondaga County

Will dated: January 18, 1952

Probated: October 3, 1952

File No.: -----

See will following.

Petition for Probate filed October 3, 1952 recites death of decedent on June 14, 1952, leaving her surviving the following named persons, her only heirs at law and next of kin:

RELATIONSHIP

NAME

- | | | |
|-----|-------------------------------|-------------|
| 1. | Everett L. Palmer | grandnephew |
| 2. | Catherine Palmer Langenmayr | grandniece |
| 3. | Geraldine C. Solberg | grandniece |
| 4. | Zada Wing Palmer | niece |
| 5. | Frederick (Fred) P. Erkenbeck | nephew |
| 6. | Zada Palmer Yerkey | grandniece |
| 7. | Henry H. Palmer | grandnephew |
| 8. | Harry C. Palmer | nephew |
| 9. | Hiram Wood Palmer | nephew |
| 10. | Robert F. Palmer | nephew |
| 11. | Ben W. Palmer | nephew |
| 12. | Maurice Palmer | grandnephew |
| 13. | Harry W. Palmer | grandnephew |
| 14. | Robert D. Palmer | grandnephew |
| 15. | Margaret P. Pringle | grandniece |
| 16. | Charles W. Palmer | grandnephew |

Will probated and Letters Testamentary issued to Bertha E. Palmer on October 3, 1952.

LAST WILL AND TESTAMENT.

I, KATE A. PALMER, residing at 308 Elm Street, in the Village of Fayetteville, County of Onondaga, and State of New York, being of sound mind and memory, do hereby make, publish and declare this to be my Last Will and Testament in the manner following, to-wit:

FIRST. I direct that all my just debts and funeral expenses be paid.

SECOND. I hereby give, devise and bequeath to Everett M. Palmer and Catherine Palmer Langenmayr, children of my deceased nephew, W. Everett Palmer, of Fayetteville, New York, share and share alike, as tenants in common, to be theirs absolutely and forever, in fee simple, free of all liens and encumbrances, my undivided one-half ($\frac{1}{2}$) interest in and to the several parcels of my real property, all being located in the Town of Manlius, County of Onondaga, and State of New York, and briefly described as:

A. The Palmer Farm (also called the Brick House Farm), being part of Lot No. Sixty-four (64) in said Town, comprising Ninety-six (96) acres, more or less, and being the same premises described in a deed dated July 19, 1948 and recorded in Onondaga County Clerk's Office September 30, 1948 in Book of Deeds No. 1553 at pages 125, etc. and located on the west side of Burdick Road.

B. The farm known as the Pratt Farm on the east side of Burdick Road, being part of Lot No. Sixty-five (65) in said Town, containing 28 acres, more or less, and described in a deed to my sister, Zada E. Palmer, and myself, dated October 26, 1929 and recorded in Onondaga County Clerk's Office November 11, 1929 in Book of Deeds No. 607 at pages 440, etc.

C. The Merriman Property on the east side of Burdick Road, being part of Lot No. Sixty-five (65) in said Town, consisting of approximately Six (6) acres, and described in a deed to my sister, Zada E. Palmer, and myself from Arthur B. Merriman and wife dated

June 1, 1940 and recorded in Onondaga County Clerk's Office June 1, 1940 in Book 932 of Deeds at pages 124, etc.

D. The Lewis Property consisting of approximately one-half ($\frac{1}{2}$) acre of land, more or less, on the east side of Burdick Road adjoining the Pratt Farm, and being part of Lot No. Sixty-five (65) in said Town, and described in two deeds from Edward J. Lewis dated and recorded in Onondaga County Clerk's Office June 26, 1951 respectively in Book of Deeds No. 1512 at pages 237, etc. and Book 1512 at pages 231, etc.

E. The Dry Dock Property (so-called) consisting of approximately One and one-half ($1\frac{1}{2}$) acres of land, more or less, on the east side of Burdick Road adjoining the Pratt Farm, and being part of Lot No. Sixty-five (65) in said Town, and described in a deed to myself dated November 3, 1948 and recorded in the Onondaga County Clerk's Office November 13, 1948 in Book of Deeds No. 1360 at pages 132, etc.

F. All other real property, wherever the same may be situate, and of whatever kind, nature or description, of which I may die seized or possessed.

Together with my undivided one-half ($\frac{1}{2}$) interest in and to any and all personal property, if any there be of any kind, nature or description, which is located on, used on, for or in the operation of or which may be part of any of my above described real property.

In the event that either Everett L. Palmer or Catherine Palmer Langenmayr aforesaid, predecease me or die at approximately the same time, then and in that event his or her surviving distributees shall take his or her share which he or she would have taken in the preceding paragraph, and I give, devise and bequeath the same to his or her surviving distributees.

THIRD. I hereby authorize, direct and empower my executors hereinafter named and their successors, to discharge and cancel, any

and all indebtedness, liens or encumbrances of any kind, nature or description, if any there be, and if any be found, which may exist of record or otherwise against any real estate conveyed by me during my lifetime to Bertha E. Palmer and Catherine Palmer Langenmayr. It is my intention that there be no outstanding indebtedness, liens or encumbrances of any kind against said real estate at the time of my death in favor of or in behalf of any one, and that the said real estate be held by Bertha E. Palmer and Catherine Palmer Langenmayr, or their distributees, legatees, devisees, successors and assigns, free and clear of any and all liens and encumbrances and indebtedness of any kind, nature or description, and that if any should be found, that such liens, encumbrances and indebtedness be paid out of my estate and be a first charge and lien against my estate and take precedence and priority over any of the specific money legacies herein provided in this, my Last Will and Testament.

FOURTH. I give and bequeath to my nephew, Ben W. Palmer, of Minneapolis, Minn., my book, Montague's "Geneology".

FIFTH. I give and bequeath to my nephew, Harry C. Palmer, of Upper Farm, Route 2, Oregon, Illinois, my oil portraits of Grandfather and Grandmother Hibbard.

SIXTH. I hereby give and bequeath:

A. To my nephew, Harry C. Palmer, of Upper Farm, Route 2, Oregon, Illinois, the sum of One Hundred Dollars (\$100.00).

B. To my nephew, H. Wood Palmer, of St. Petersburg, Florida, the sum of One Hundred Dollars (\$100.00).

C. To my nephew, Robert F. Palmer, of St. Paul, Minnesota, the sum of One Hundred Dollars (\$100.00).

D. To my nephew, Ben W. Palmer, of Minneapolis, Minnesota, the sum of One Hundred Dollars (\$100.00).

E. To Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00).

F. To my cousin, Ada Nichols, of Fayetteville, New York, the sum of One Hundred Dollars (\$100.00).

G. To Emma Palmer, widow of my nephew, Luther J. Palmer, of Duluth, Minnesota, the sum of One Hundred Dollars (\$100.00).

H. To my niece, Zada Wing Palmer, of Los Angeles, California, the sum of One Hundred Dollars (\$100.00).

I. To my grandnephew, Palmer Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00), and to his wife, Katherine Taffner Erkenbeck, the sum of Two Hundred Dollars (\$200.00).

J. To my grandnephew, Donald Erkenbeck, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00), and to his wife, Ida Rant Erkenbeck, the sum of Two Hundred Dollars (\$200.00).

K. To my nephew, Fred Erkenbeck, of Fayetteville, New York, the sum of One Hundred Dollars (\$100.00).

L. To my grandnephew, Everett L. Palmer, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00), and to his wife, Helen Palmer, the sum of Five Hundred Dollars (\$500.00).

M. To my grandniece, Catherine Palmer Langenmayr, of Fayetteville, New York, the sum of Two Thousand Dollars (\$2,000.00), and to her husband, J. William Langenmayr, the sum of Five Hundred Dollars (\$500.00).

In case any of the above mentioned legatees mentioned in these subdivisions "A" to "M", inclusive, of this Paragraph SIXTH. predecease me, and leave children living at the time of my death, then, and in that event, such legatees' share shall be distributed among such one's children, living at the time of my decease, share and share alike.

SEVENTH. I hereby give and bequeath:

A. To my friend, Leila Poland, the widow of Rev. H. Clay Poland, of Kent, New York, the sum of One Hundred Dollars (\$100.00).

B. To the Fayetteville Free Library, of Fayetteville, New York, or its successor, the sum of Two Hundred Dollars (\$200.00).

C. To the United Church of Fayetteville, New York, the sum of One Thousand Dollars (\$1,000.00).

EIGHTH. I direct that all estate, transfer, inheritance, and all other taxes of any kind be paid from my gross estate and not charged against or deducted from any of the individual devises or bequests.

NINTH. If my residuary estate is not sufficient to pay all debts, which include liens and mortgages, if any, expenses, taxes and other costs of administration, chargeable against my estate, then I direct that the balance necessary to pay such amounts be pro-rated in proportion to the amounts of the bequests which would have been payable under Paragraphs SIXTH and SEVENTH and deducted pro rata from such bequests.

TENTH. I direct that no interest shall be due or payable on any of the legacies herein made.

ELEVENTH. I hereby direct that in case any legatee shall contest this, my Last Will and Testament, then, and in that event, the legacy herein mentioned to be paid to such person is and shall be revoked and cancelled.

TWELFTH. I give, devise and bequeath all the rest, residue and remainder of my estate, real, personal and mixed, and of whatever kind, nature or description, and wheresoever the same may be situate, to Bertha E. Palmer, widow of my nephew, W. Everett Palmer, now deceased, and both of whom have been of great assistance to myself and to my sister, Zada, now deceased; if said Bertha E. Palmer does not survive me, then the whole of the rest, residue and remainder of my estate, real, personal and mixed, as aforesaid, which she would have received if living, I give, devise and bequeath to her children, Everett L. Palmer and Catherine Palmer Langermayr, share and share alike, as tenants in common. In the event that either Everett L. Palmer or Catherine Palmer Langermayr aforesaid, predecease me or die at approximately the same time, then and in that event his or her surviving distributees shall take his or her share.

THIRTEENTH. I hereby designate and appoint Bertha E. Palmer, widow of my nephew, W. Everett Palmer, of Fayetteville, New York, Executrix of this my Last Will and Testament, to serve without giving bond, and with full power to mortgage, lease, sell, transfer and/or exchange any real estate, securities or other property that I may die possessed of, or that may come into her hands as such Executrix, including the power to exercise any rights received on securities, and in her judgment and discretion, to make any investments that she may deem for the best interest of my estate or necessary or expedient to conserve any of the assets of my estate, and to execute any papers that may be necessary in order to carry out any of the powers herein conferred. And I direct that my said Executrix shall use her best judgment as to the time and manner and the amounts to be received for the disposal of any such property, and as to the time for the payment of the bequests hereinbefore made, and that she shall not be liable to my estate or to any of my said legatees or other persons, for or on account of any of her acts as such Executrix performed in accordance herewith. In case said Bertha E. Palmer does not survive me, or is unable to serve as such Executrix, or renounces her right to serve as such Executrix, then I hereby designate and appoint her son, Everett L. Palmer, Executor of this my Last Will and Testament, to serve without giving bond and with all the rights, powers and privileges that said Bertha E. Palmer would have had if she had served as such Executrix. In the event that Everett L. Palmer does not survive me, or his mother, Bertha E. Palmer, or is unable to serve as such Executor or renounces his right to serve as such Executor, then I hereby designate and appoint George E. Peluso, of Syracuse, New York, Executor of this my Last Will and Testament, to serve in the same manner and under the same rights and restrictions.

LASTLY. I hereby revoke all former Wills by me made.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18TH day of JANUARY, Nineteen Hundred and Fifty-two.

Bertha E. Palmer L. S.

9500-07-00080

25. J. William Langenmayr residing at
308 Elm Street, Fayetteville,
New York

-to-

Catherine J. Langenmayr residing
at 308 Elm Street, Fayetteville,
New York

Quit Claim Deed

Dated: November 8, 1961
Ack.: November 8, 1961
Cons.: \$1.00
Trans. Tax: -----
Rec.: November 8, 1961
Book 2068 Page 219

CONVEYS: Premises and more.

26. Bertha E. Palmer residing at 210 So.
Burdick St., Fayetteville, N.Y.,
Catherine J. Langenmayr, residing
at 308 Elm St., Fayetteville, N.Y.
and Everett L. Palmer, residing at
2617 Circle Road, Lynchburg,
Virginia

-to-

Speros Dellas, residing at 412 Kimber
Road, Syracuse, New York, Ted Dellas,
residing at 103 Janet Drive, Syracuse,
New York, John Dellas, residing at
359 Buckingham Avenue, Syracuse,
New York and Nick Dellas, residing
at 4197 Gates Road, Jamesville,
New York

Warranty Deed with Lien Covenant

Dated: July 1, 1966
Ack.: July 2, 1966
Cons.: \$1.00
Trans. Tax: \$192.50
Rec.: July 5, 1966
Book 2306 Page 575

CONVEYS: Premises and more.

9500-07-00080

27. Ted Dellas, Speros Dellas, John Dellas
and Nick Dellas

-to-

Niagara Mohawk Power Corporation,
a public service corporation of the
State of New York, having its
principal place of business at 300
Erie Boulevard West, Syracuse,
Onondaga County, New York

Easement

Dated: November 17, 1970

Ack.: November 17, 1970

Rec.: March 2, 1971

Book 2446 Page 10

One dollar (\$1.00) and other valuable consideration, in consideration of which the Grantor has granted and released and does hereby grant and release unto said Company, its successors and assigns, a right of way and easement to lay, construct, operate, maintain and remove or abandon a pipeline or lines with all appurtenant or supporting apparatus or structures and lateral service pipe lines deemed necessary for the transmission and distribution of gas or other fluids upon, along, over, under and beyond a strip of land being a part of Lot No. _____, Block No. _____ of the Village of Manlius, County of Onondaga and State of New York, located within the bounds of or adjacent to the West Seneca Street Road on the northerly side thereof.

The Company's gas pipe line will be installed as shown on Niagara Mohawk Power Corp. drawing #7817 dated October 20, 1970, a copy of which is attached hereto and made a part hereof. The Grantor covenants that without permission of the Grantee no building or other structure shall be erected or suffered by the Grantor upon its' land within five (5) feet of said line.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall enure to and be binding upon the successors, heirs and assign of the Grantor.

9500-07-00080

28. Speros Dellas, Ted Dellas, John Dellas
and Nick Dellas of 802 So. Crouse
Ave., Syracuse, New York

Right of Way
Dated: August 20, 1973
Ack.: August 20, 1973
Rec.: September 17, 1973
Book 2512 Page 933

-to-

Onondaga County Water Authority,
a public benefit corporation, created
and existing under and by virtue of
the laws of the State of New York,
with an office for the transaction
of business at Townline and Malden
Road, Town of Dewitt, New York

In consideration of the sum of One and 00/100 Dollars (\$1.00) to the grantors paid, the receipt of which is hereby acknowledged the grantors hereby grant unto the grantee, its successors and assigns, a permanent right of way upon, along, over, through and under **ALL THAT TRACT OR PARCEL OF LAND**, situate in the Town of Manlius, County of Onondaga and State of New York, being Part of Lot No. 64 of said Town and being more particularly described as follows: A right-of-way 20 feet in width, the easterly line of which is the westerly line of N. Burdick Street, said westerly line of N. Burdick Street being more specifically described as follows: Beginning at a point in the westerly line of N. Burdick Street at the intersection of said westerly line with the southerly line of lands conveyed to the Grantors, listed above, by a deed recorded in Book of Deeds 2306 at Page 575, etc., in the Onondaga County Clerk's Office on July 5, 1966, (said southerly line being also the northerly line of lands conveyed to Davis Wallbridge, Mayer Koplovitz, George B. Peluso and Georgia Peluso and recorded in Book of Deeds 2353 at Page 692 etc. in the Onondaga County Clerk's Office on September 25, 1967); running thence northerly along the original westerly line of N. Burdick Street about 975 feet to the southwesterly corner of lands appropriated by the Town of Manlius for widening N. Burdick Street according to ROW Map #1-1961 entitled "Map of Land Acquired for Highway Purposes by Town of Manlius from Everett Palmer"; thence northwesterly a distance of about 52.1 feet along the westerly line of said lands so appropriated to a point in a line of curve; thence northerly and westerly on a curve to the left with a radius of 920.18 feet a distance of 715.21 feet along the southwesterly line of said lands so appropriated to a point; thence northwesterly a distance of about 67.6 feet along the southwesterly line of said lands so appropriated to a point in the original southwesterly line of N. Burdick Street; thence northwesterly along the original southwesterly line of N. Burdick Street to the angle point where said southwesterly line of N. Burdick Street is opposite the intersection of the original centerline of N. Burdick Street, north of Cedar Bay Road, with the centerline of said Cedar Bay Road.

For the purpose of constructing, reconstructing, operating, repairing and maintaining one or more lines of pipe and appurtenances thereto for the transportation of water with free ingress and egress to construct, reconstruct, operate, repair and maintain and from time to time alter, repair or remove the same.

9500-07-00080

29. Speros Dellas, 412 Kimber Road,
Syracuse, New York, Ted Dellas,
103 Janet Drive, Syracuse, New
York, John Dellas, 359 Buckingham
Avenue, Syracuse, New York and
Nick Dellas, 4197 Gates Road,
Jamesville, New York

Warranty Deed with Lien Covenant
Dated: July 25, 1974
Ack.: July 25, 1974
Cons.: \$5,700.00
Trans. Tax: \$.00
Rec.: September 10, 1974
Book 2538 Page 700

-to-

County of Onondaga, a municipal
corporation of the State of New
York, at Syracuse, New York

CONVEYS: Premises and more.

30. Speros Dellas, 412 Kimber Road,
Syracuse, New York, Ted Dellas,
103 Janet Drive, Syracuse, New
York, John Dellas, 359 Buckingham
Avenue, Syracuse, New York and
Nick Dellas, 4197 Gates Road,
Jamesville, New York

Warranty Deed with Lien Covenant
Dated: July 25, 1974
Ack.: July 25, 1974
Cons.: \$14,200.00
Trans. Tax: \$.00
Rec.: September 10, 1974
Book 2538 Page 702

-to-

County of Onondaga, a municipal
corporation of the State of New
York, at Syracuse, New York

CONVEYS: Premises and more.

9500-07-00080

31. Nick Dellas of 2352 Marsh Court,
Santa Rosa, California 95403,
Speros Dellas of 40 Cross Road,
Dewitt, New York 13224, Ted
Dellias of 6964 Colonial Drive,
Fayetteville, New York 13066
and John Dellas of 359 Buckingham
Avenue, Syracuse, New York

-to-

Dellas Brother Real Estate, 2030 Erie
Boulevard East, Syracuse, New York
13224

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: September 4, 1991
Ack.: September 4, 1991
Cons.: \$1.00
Trans. Tax: Exempt
Rec.: December 11, 1991
Book 3738 Page 304

32. Dellas Brothers Real Estate
2030 Erie Boulevard East
Syracuse, New York 13224

-to-

DB Real Estate of Fayetteville,
2030 Erie Boulevard East,
Syracuse, New York 13224

CONVEYS: Premises and more.

Warranty Deed with Lien Clause
Dated: November 23, 1992
Ack.: November 23, 1992
Cons.: \$1.00
Trans. Tax: Exempt
Rec.: November 24, 1992
Book 3808 Page 11

33. DB Real Estate of Fayetteville
2030 Erie Boulevard East,
Syracuse, New York 13224

-to-

DB Real Estate of Fayetteville, Inc.
2030 Erie Boulevard East,
Syracuse, New York 13224

CONVEYS: Premises and more.

Warranty Deed with Lien Covenant
Dated: December 22, 1992
Ack.: December 22, 1992
Cons.: \$1.00
Trans. Tax: Exempt
Rec.: December 30, 1992
Book 3817 Page 188

9500-07-00080

34. DB Real Estate of Fayetteville, a corporation having its principal office at 802 South Crouse Ave., Syracuse, New York

Easement

Dated: January 30, 1997
Ack.: January 30, 1997
Rec.: February 19, 1997
Book 4140 Page 35

-to-

New York Telephone Company, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and Niagara Mohawk Power Corporation, a corporation of the State of New York, having its principal office at 300 Erie Blvd. West, Syracuse, New York

WHEREAS, the Grantor owns in fee a certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, as shown on Tax Map #086.000-01-003.001, FL 64, described in Liber of Deeds 3808, Page 013, as shown on Exhibit A, B, C, D and E attached hereto and hereby made part of this Grant.

NOW THEREFORE, WITNESSETH:

FIRST: That for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A"-"E" together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

9500-07-00080

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.

EXHIBIT

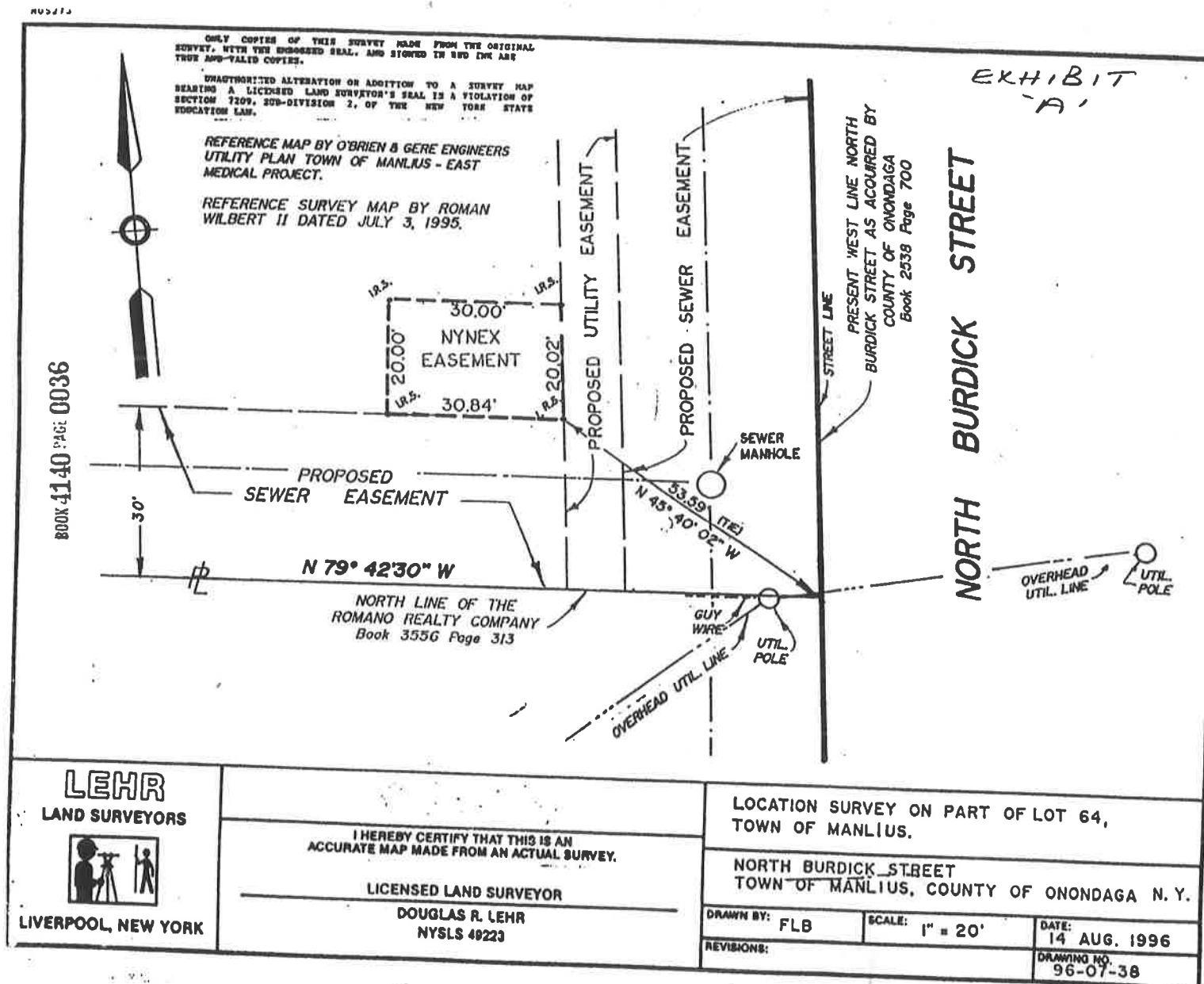
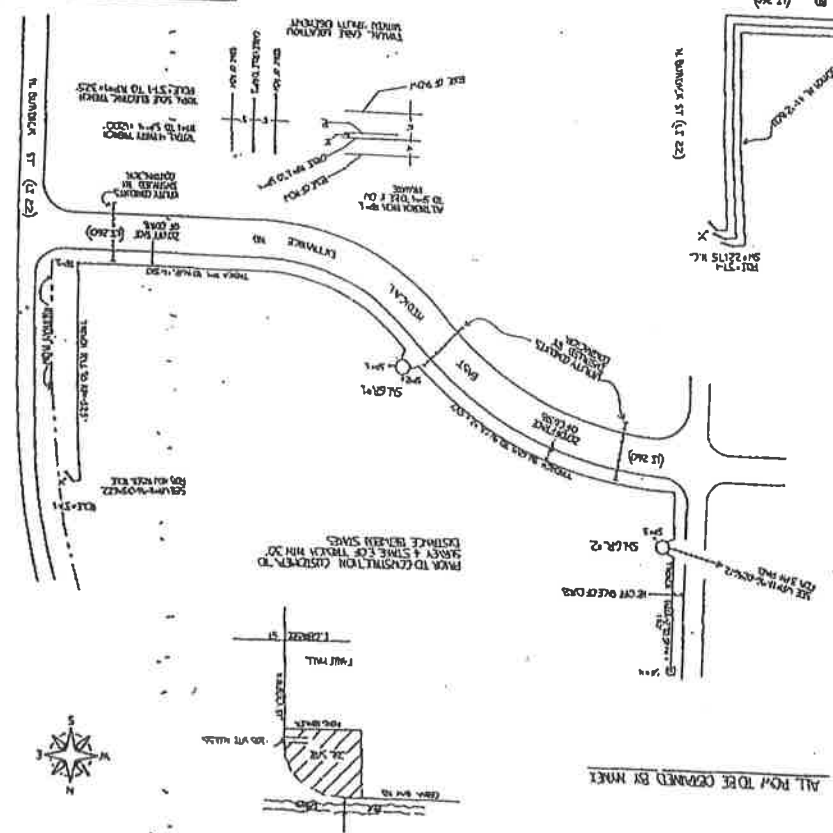


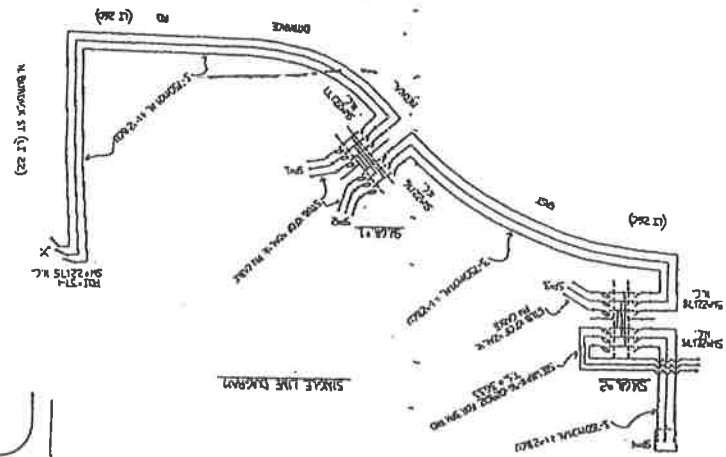
EXHIBIT
'A'

८३५

1	NAME	MR. JAMES H. HARRIS
2	ADDRESS	1000 10TH AVENUE
3	CITY	NEW YORK
4	STATE	NEW YORK
5	ZIP	10018
6	DATE	10/10/68
7	TIME	10:10
8	FROM	NEW YORK
9	TO	NEW YORK
10	REMARKS	1000 10TH AVENUE
11	INITIALS	JHH
12	DATE	10/10/68
13	TIME	10:10
14	FROM	NEW YORK
15	TO	NEW YORK
16	REMARKS	1000 10TH AVENUE
17	INITIALS	JHH
18	DATE	10/10/68
19	TIME	10:10
20	FROM	NEW YORK
21	TO	NEW YORK
22	REMARKS	1000 10TH AVENUE
23	INITIALS	JHH
24	DATE	10/10/68
25	TIME	10:10
26	FROM	NEW YORK
27	TO	NEW YORK
28	REMARKS	1000 10TH AVENUE
29	INITIALS	JHH
30	DATE	10/10/68
31	TIME	10:10
32	FROM	NEW YORK
33	TO	NEW YORK
34	REMARKS	1000 10TH AVENUE
35	INITIALS	JHH
36	DATE	10/10/68
37	TIME	10:10
38	FROM	NEW YORK
39	TO	NEW YORK
40	REMARKS	1000 10TH AVENUE
41	INITIALS	JHH
42	DATE	10/10/68
43	TIME	10:10
44	FROM	NEW YORK
45	TO	NEW YORK
46	REMARKS	1000 10TH AVENUE
47	INITIALS	JHH
48	DATE	10/10/68
49	TIME	10:10
50	FROM	NEW YORK
51	TO	NEW YORK
52	REMARKS	1000 10TH AVENUE
53	INITIALS	JHH
54	DATE	10/10/68
55	TIME	10:10
56	FROM	NEW YORK
57	TO	NEW YORK
58	REMARKS	1000 10TH AVENUE
59	INITIALS	JHH
60	DATE	10/10/68
61	TIME	10:10
62	FROM	NEW YORK
63	TO	NEW YORK
64	REMARKS	1000 10TH AVENUE
65	INITIALS	JHH
66	DATE	10/10/68
67	TIME	10:10
68	FROM	NEW YORK
69	TO	NEW YORK
70	REMARKS	1000 10TH AVENUE
71	INITIALS	JHH
72	DATE	10/10/68
73	TIME	10:10
74	FROM	NEW YORK
75	TO	NEW YORK
76	REMARKS	1000 10TH AVENUE
77	INITIALS	JHH
78	DATE	10/10/68
79	TIME	10:10
80	FROM	NEW YORK
81	TO	NEW YORK
82	REMARKS	1000 10TH AVENUE
83	INITIALS	JHH
84	DATE	10/10/68
85	TIME	10:10
86	FROM	NEW YORK
87	TO	NEW YORK
88	REMARKS	1000 10TH AVENUE
89	INITIALS	JHH
90	DATE	10/10/68
91	TIME	10:10
92	FROM	NEW YORK
93	TO	NEW YORK
94	REMARKS	1000 10TH AVENUE
95	INITIALS	JHH
96	DATE	10/10/68
97	TIME	10:10
98	FROM	NEW YORK
99	TO	NEW YORK
100	REMARKS	1000 10TH AVENUE



02721 75 510 400 1000 1000 1000 1000
 5257-7000 01 1-5 100 1000 1000 1000 1000
 .5 1910 1000 1000 1000 1000
 .5 11 1000 01 2-10 1000 1000
 705 2-10 1000 01 2-10 1000 1000
 (1000-1000) 0288 1-10 1000 01 1-5 1000 1000
 1000 1000
 1000 1000
 1000 1000



DEC- 3-96 TUE 9:36j

Page 114 of 161

9500-07-00080

35. DB Real Estate of Fayetteville, Inc.
802 South Crouse Avenue,
Syracuse, New York 13210

-to-

DB Real Estate of Fayetteville,
802 South Crouse Avenue,
Syracuse, New York 13210

CONVEYS: Premises and more.

Warranty Deed with Full Covenants

Dated: March 19, 1997
Ack.: March 19, 1997
Cons.: \$1.00
Trans. Tax: Exempt
Rec.: March 20, 1997
Book 4145 Page 164

36. DB Real Estate of Fayetteville,
802 South Crouse Avenue,
Syracuse, New York 13210

-to-

East Medical Center, L.P.
5100 West Taft Road, Suite 5C
Liverpool, New York 13088

CONVEYS: Premises and more.

Warranty Deed with Full Covenants

Dated: March 19, 1997
Ack.: March 19, 1997
Cons.: \$10.00
Trans. Tax: \$12,000.00
Rec.: March 20, 1997
Book 4145 Page 167

9500-07-00080

37. DB Real Estate of Fayetteville, a corporation having its principal office at 802 South Crouse Ave., Syracuse, New York

New York Telephone Company, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and Niagara Mohawk Power Corporation, a corporation of the State of New York, having its principal office at 300 Erie Blvd. West, Syracuse, New York

Easement
Dated: January 30, 1997
Ack.: January 30, 1997
Rec.: February 19, 1997
Book 4148 Page 315

-to-

WHEREAS, the Grantor owns in fee a certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, as shown on Tax Map #086.000-01-003.001, FL 64, described in Liber of Deeds 3808, Page 013, as shown on Exhibit A, B, C, D and E, attached hereto and hereby made part of this Grant.

NOW THEREFORE, WITNESSETH:

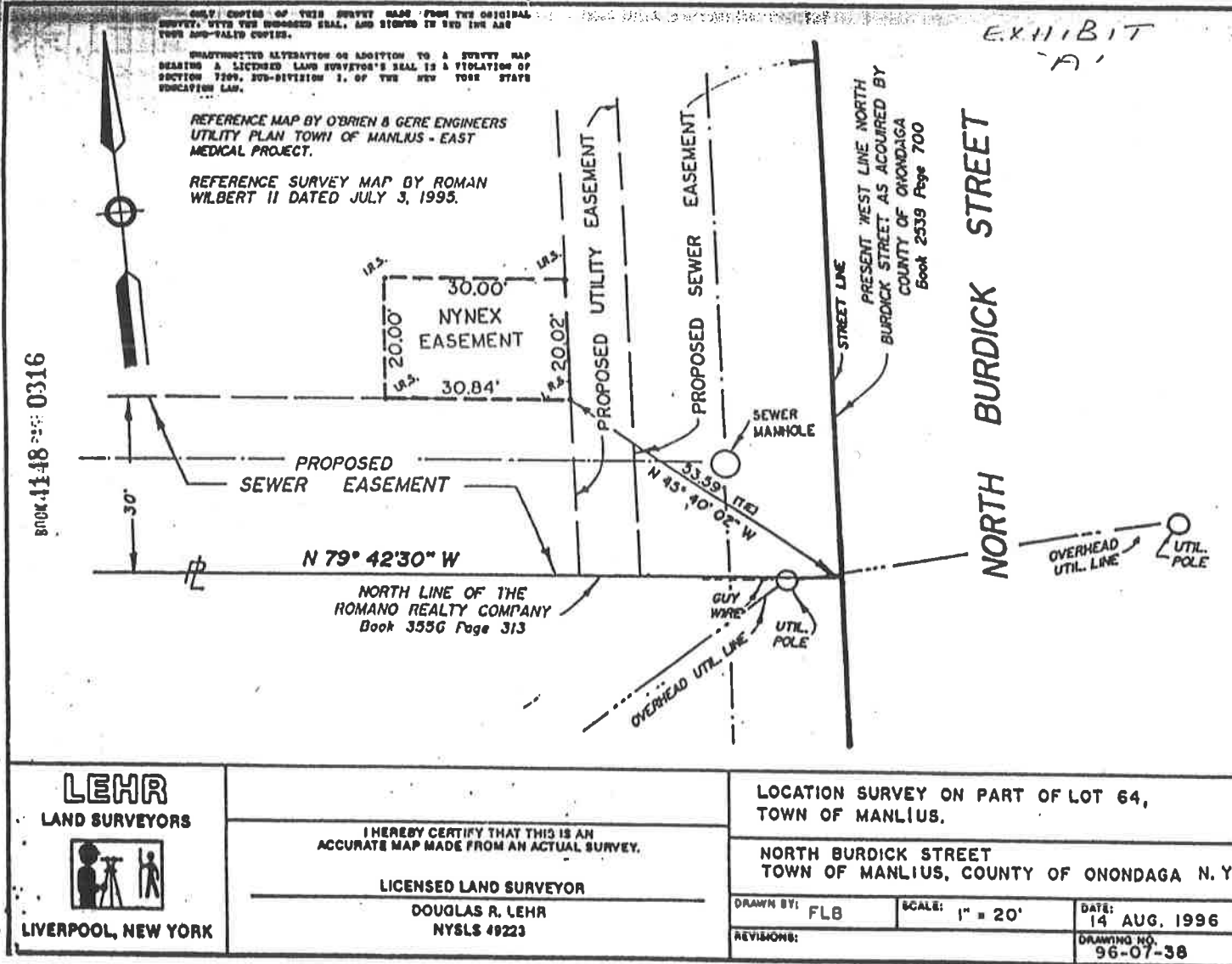
FIRST: That for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A"- "E" together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

9500-07-00080

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.

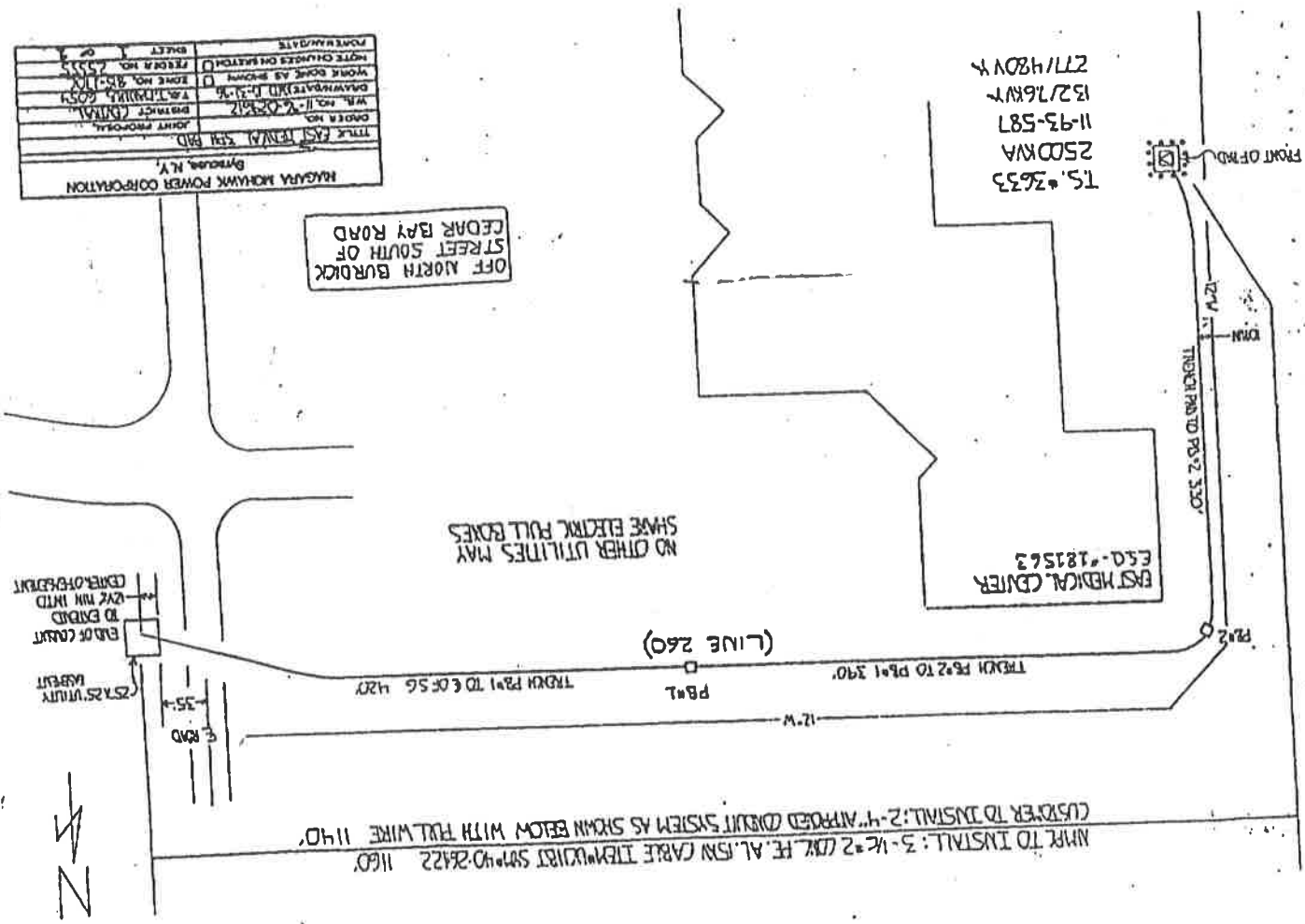


EX-118.17

BOOK 1148 PAGE 0317

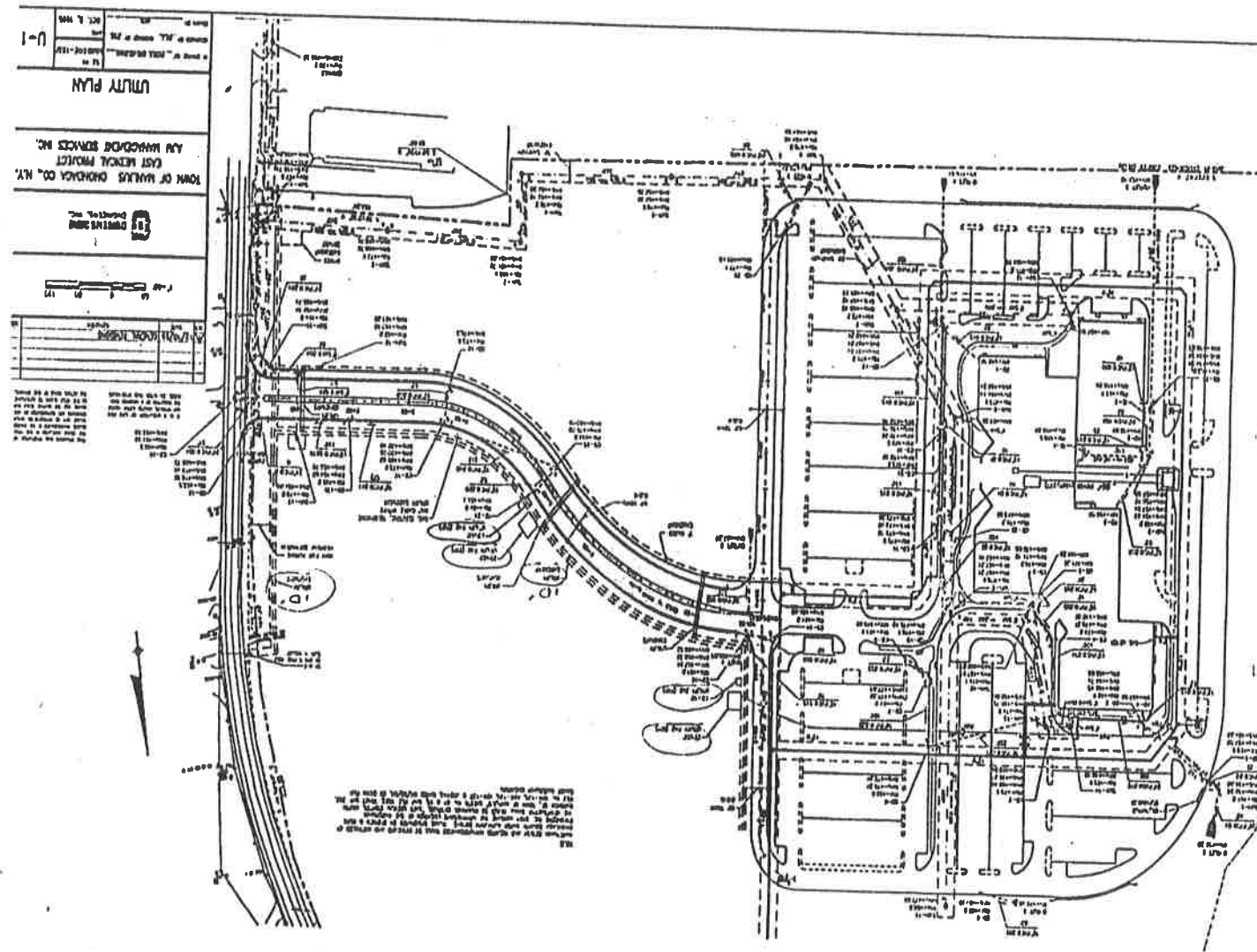
NAGARA NOKAWA POWER CORPORATION Buffalo, N.Y.	
PROJECT NO.	11-93-587
DISTRICT (CITY)	11-93-587
W.B. NO. 11-93-587	11-93-587
DATE OF INSTALLATION	11-93-587
WORK DONE AS SHOWN	☒
NOTE CHANGES ON DRAWING	☐
POWER/DATA	POWER/DATA

OFF NORTH BURDICK
STREET SOUTH OF
CEDAR BAY ROAD



15.3633
2500 KVA
11-93-587
13.276KV
271/480V

EAST MEDICAL CENTER
ESSA-121563



BOOK 4148:0319

EXH. 18.7

Back 1148-0320

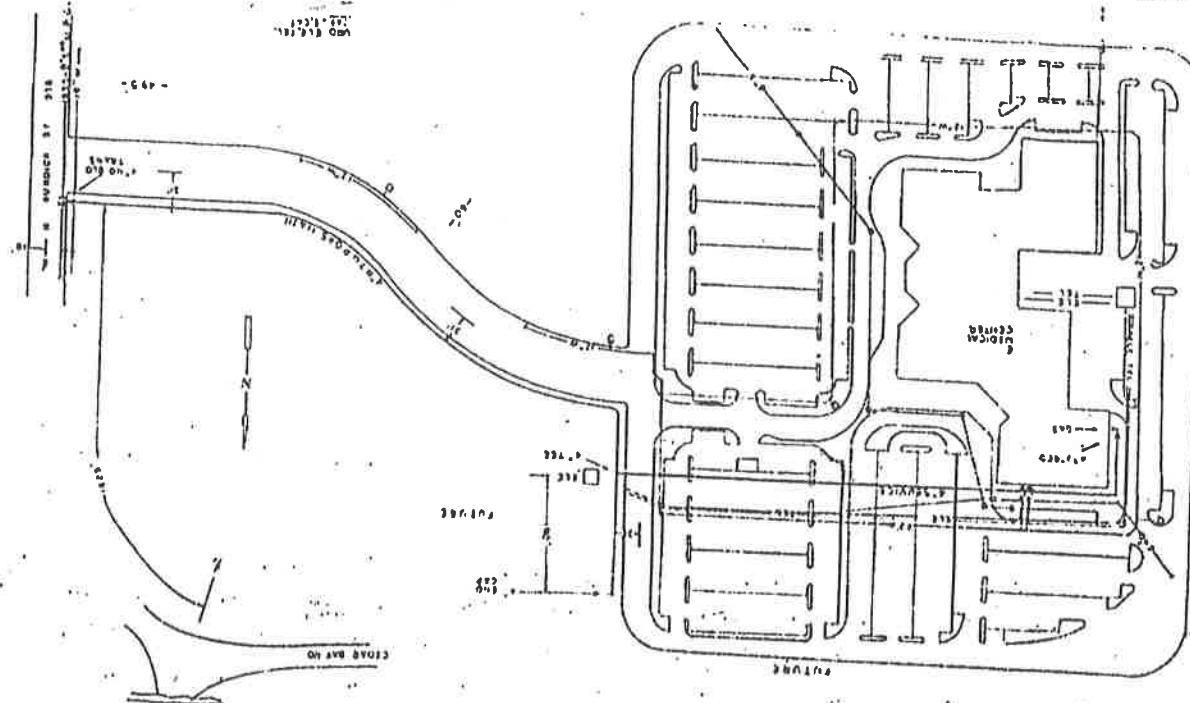
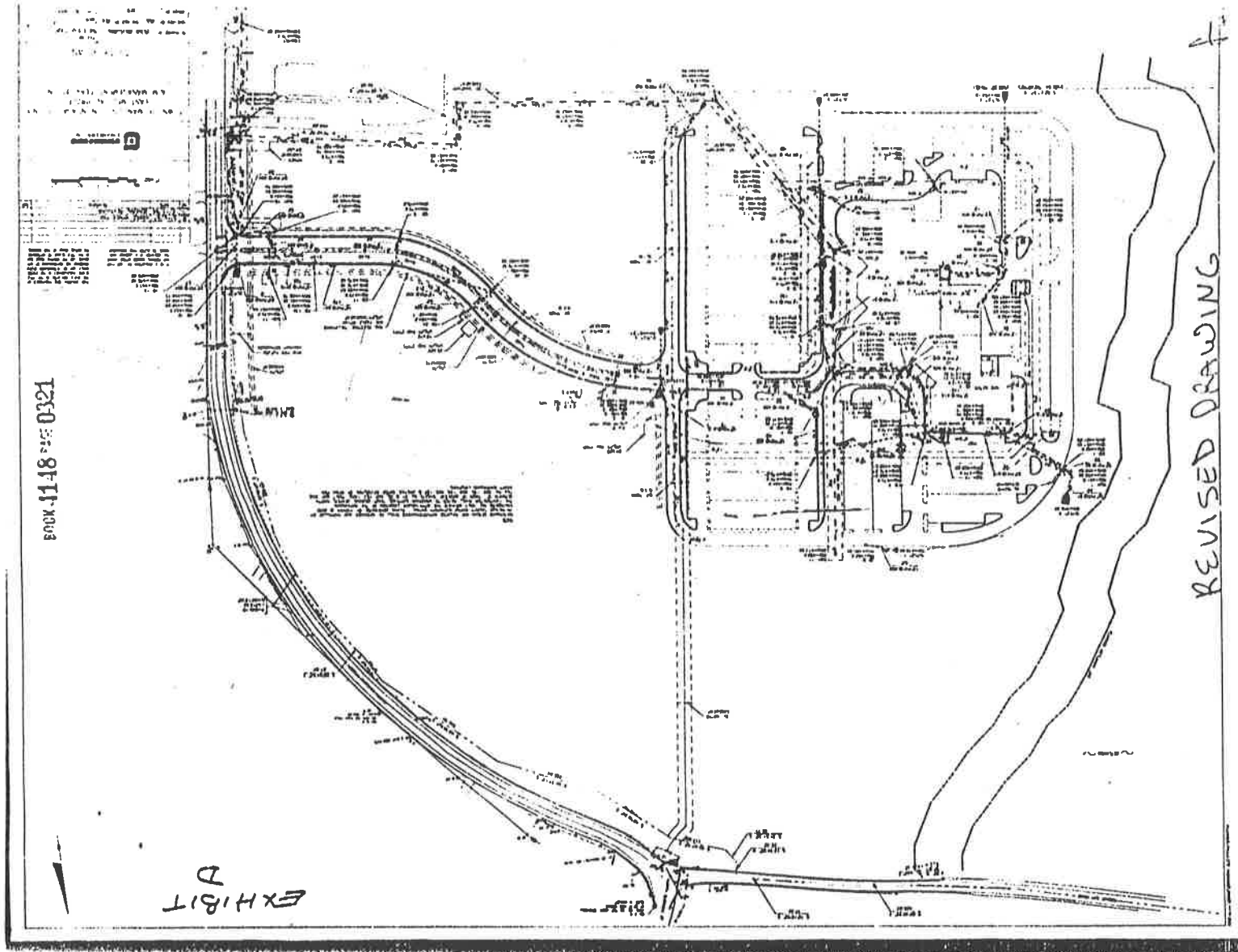


Figure 1 is a schematic diagram of the experimental setup. It shows a cross-section of a specimen with a central hole. A vertical line indicates the direction of the applied load. The specimen is supported by a base. The diagram is labeled with "APPLIED LOAD" and "SUPPORT".



9500-07-00080

38. DB Real Estate, Inc.,
802 S. Crouse Ave.,
Syracuse, NY 13210

Right of Way

Dated: December 6, 1996
Ack.: December 6, 1996
Cons.: \$1.00
Rec.: April 30, 1997
Book 4154 Page 17

-to-

Onondaga County Water Authority,
a public benefit corporation of the
State of New York, having its
principal place of business at
Northern Concourse in the Town of
Salina, New York

Grantor(s) hereby grant(s) and release(s) unto said Grantee, their successors, assigns and lessees, a perpetual right-of-way and easement to construct, reconstruct, maintain, repair, replace and operate one or more lines of pipe and appurtenances thereto including poles, wires and cables, for the collection, transportation and distribution of water and other fluids with free ingress and egress to construct, reconstruct, maintain, repair and operate, and from time to time alter, repair or remove the same upon, along, above, over, under, through, across and beyond the property which the Grantor(s) own(s) or in which the Grantor(s) may have an interest, being a part of Military Lot No. 64 of the Town of Manlius, County of Onondaga and State of New York.

Tax Parcel No. 86-01-03.1

The grantee shall have the right at all times to cross and recross over said property with vehicles and equipment for the purpose of exercising the rights herein granted and reaching points on Grantee's right-of-way on neighboring lands.

The Grantor(s) for ____ heirs, assigns, successors and legal representative, hereby covenants(s) (1) not to change the grade of the lands within such right-of-way without the prior written consent of the Grantee, (2) to pay in full the cost and expense of relocation and/or reinstallation of any lines and/or appurtenances thereof caused by any such change in grade, (3) and not to erect or maintain, or allow to be erected or maintained, any buildings or other structure within such right-of-way. All covenants contained herein shall be considered as running with the land.

The Grantee, its successors, assigns and/or lessees shall compensate the Grantor(s) for all damage to crops and shall repair any damage done to driveways, pavement, tarvia, curbing, fences and fields in the exercise of the rights herein granted.

**ONONDAGA COUNTY WATER AUTHORITY
RIGHT OF WAY FOR
EAST MEDICAL CENTER
TO BE ACQUIRED FROM
DB REAL ESTATE, INC.**

ALL THOSE TRACTS OR PARCELS OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of Military Lot No. 64 in said Town, being part of lands conveyed by DB Real Estate to DB Real Estate, Inc. by deed recorded in Onondaga County Clerk's Office December 30, 1992 in Book 3817 of Deeds at Page 188, and being more particularly described as follows:

9500-07-00080

PARCEL NO. 1

A Permanent Right of Way 90 feet in width lying 45 feet each side of the following described centerline:

Beginning at a point in the westerly boundary of North Burdick Street (66 feet wide), said point being N 07° 48' 36" E along said westerly boundary of North Burdick Street, a distance of 255.20 feet from the northeasterly corner of lands conveyed to The Romano Realty Company by deed recorded in Onondaga County Clerk's Office in Book 3556 of Deeds at Page 313; running thence N 82° 03' 56" W, a distance of 298.36 feet to a point of curvature; thence westerly and northwesterly following a curve to the right, having a radius of 300.00 feet, an arc distance of 261.08 feet to a point of reverse curvature; thence northwesterly and westerly following a curve to the left, having a radius of 472.00 feet, an arc distance of 410.18 feet to a point of tangency; thence N 81° 59' 37" W, a distance of 53.63 feet to a point designated as "Point A" for future reference.

PARCEL NO. 2

A Permanent Right of Way 30 feet in width lying 15 feet each side of the following described centerline of a proposed waterline and its southerly prolongation:

Beginning at "Point A" as referred to in the above described Parcel No. 1; running thence S 08° 00' 23" W, a distance of 21.55 feet to a point designated as "Point B" for future reference; thence continuing S 08° 00' 23" W, a distance of 23.45 feet.

PARCEL NO. 3

A Permanent Right of Way 30 feet in width lying 15 feet each side of the following described centerline of a proposed waterline:

Beginning at "Point A" as referred to in the above described Parcel No. 1; running thence N 08° 00' 23" E, a distance of 195.11 feet to a point designated as "Point C" for future reference; thence continuing N 08° 00' 23" E, a distance of 796.51 feet to a point; thence N 53° 00' 23" E, a distance of 23.45 feet to a point in a southerly boundary of lands acquired by County of Onondaga by instrument recorded in Onondaga County Clerk's Office in Book 2538 of Deeds at Page 702, said point being N 69° 47' 36" W along said southerly boundary, a distance of 17.85 feet from an angle point therein.

PARCEL NO. 4

A Permanent Right of Way 30 feet in width lying 15 feet each side of the following described centerline of a proposed waterline:

Beginning at "Point B" as referred to in the above described Parcel No. 2; running thence N 81° 59' 37" W, a distance of 257.76 feet to a point; thence S 53° 00' 23" W, a distance of 12.42 feet to a point; thence S 08° 00' 23" W, a distance of 419.66 feet to a point; thence N 81° 59' 37" W, a distance of 473.00 feet to a point; thence N 08° 00' 23" E, a distance of 162.33 feet to a point designated as "Point D" for future reference; thence continuing N 08° 00' 23" E, a distance of 427.39 feet to a point designated as "Point E" for future reference; thence continuing N 08° 00' 23" E, a distance of 3.77 feet to a point; thence N 53° 00' 23" E, a distance of 73.00 feet to a point; thence S 81° 59' 37" E, a distance of 687.93 feet to "Point C" as referred to in the above described Parcel No. 3.

9500-07-00080

PARCEL NO. 5

A Permanent Right of Way 20 feet in width lying 10 feet each side of the following described centerline of a proposed waterline and its easterly prolongation:

Beginning at "Point D" as referred to in the above described Parcel No. 4; running thence S 81° 59' 37" E, a distance of 30.00 feet.

PARCEL NO. 6

A Permanent Right of Way 20 feet in width lying 10 feet each side of the following described centerline of a proposed waterline and its westerly prolongation:

Beginning at "Point E" as referred to in the above described Parcel No. 4; running thence N 81° 59' 37" W, a distance of 46.00 feet.

PARCEL NO. 7

A permanent Right of Way 20 feet in width southerly of and adjacent to the southerly boundary of the above described parcel No. 1 and extending westerly from the aforementioned westerly boundary of said North Burdick Street, a distance of 100.00 feet.

Subject to any easements and restrictions of record.

9500-07-00080

39. DB Real Estate of Fayetteville, a corporation having its principal office at 802 South Crouse Ave., Syracuse, New York

Easement

Dated: January 30, 1997

Ack.: January 30, 1997

Rec.: February 17, 1997

Book 4205 Page 98

-to-

New York Telephone Company, a corporation of the State of New York, having its principal office at 1095 Avenue of the Americas, New York, New York and Niagara Mohawk Power Corporation, a corporation of the State of New York, having its principal office at 300 Erie Blvd. West, Syracuse, New York

WHEREAS, the Grantor owns in fee a certain parcel of land situated in the Town of Manlius, County of Onondaga, State of New York, as shown on Tax Map #086.000-01-003.001, FL 64, described in Liber of Deeds 3808, Page 013, as shown on Exhibit A, B, C and D, attached hereto and hereby made a part of this Grant.

NOW THEREFORE, WITNESSETH:

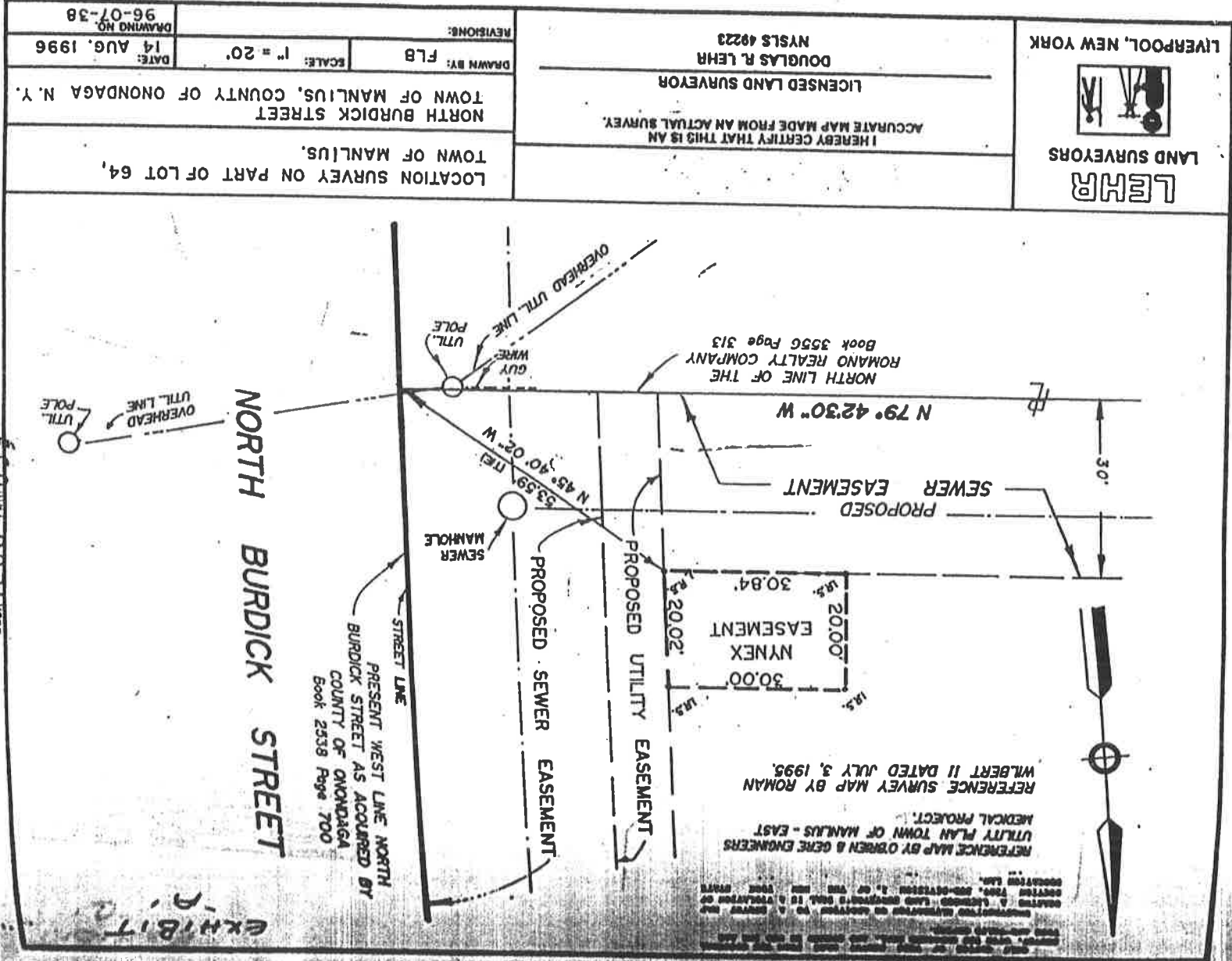
FIRST: That for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Grantee to Grantor the receipt of which is hereby acknowledged the Grantor grants unto the Grantee, its successors and assigns, the right, privilege and authority to construct, place, operate, replace, remove, repair and maintain service lines, including buried cable, pedestals, conduits, manholes, poles and such crossarms, guys, stubs, anchors, cables, wires and fixtures as the Grantee may from time to time deem necessary upon, over, under and along the said land and the highways adjoining or upon said land, approximately as shown on Exhibit "A"-"E" together with the right of ingress and egress to exercise all of the rights herein granted and with the right to trim any trees and roots along said lines, as reasonably necessary, to keep the said cables and wires free and clear from interference on said land and said highways.

SECOND: The exclusive and permanent right-of-way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip by others, including Grantor and to prohibit surface or subsurface structures or otherwise of others, including Grantor, which might damage or interfere with the operation and maintenance of Grantee's facilities without the prior written consent of Grantee, but is not intended to prohibit crossing of said easement strip so long as such crossings do not interfere with or prohibit the full use of the easement herein granted. Grantor agrees with the Grantee, on behalf of himself, his successors and assigns, and as a covenant running with the land, that the grade existing at the time of execution of this grant of easement will remain undisturbed and unchanged.

THIRD: The grantor hereby grants unto the Grantee, its successors and assigns the right to permit the attachment of the communication and electric service wires and facilities of other utility companies and to convey to such other companies an interest in the rights granted under this Grant.

9500-07-00080

FOURTH: It is a condition of this Grant that Grantee shall pay the cost of guarding adequately all excavations made by grantee under this Grant and pay the cost to restore or repair any damage done by the Grantee to the property of the Grantor while placing, replacing, relocating, operating, repairing, maintaining, renewing or removing its facilities, and shall save harmless and indemnify the Grantor from any injury to its property, its employees or the public which may at any time occur through the negligence of the Grantee.



EXH. B.17

BOOK 4205 PAGE 100

NIAUGRA MOHAWK POWER CORPORATION Syracuse, N.Y.	
TITLE: EAST TENNA 3PH PAD	JOINT PROPOSAL
ORDER NO.	
WFL NO. 11-76-029612	DISTRICT: CENTRAL
DRAWN DATE: 11-3-76	ZONE NO. 85-110
WORK DONE AS SHOWN	☐ FEEDER NO. 25535
NOTE: CHANGES ON SHEET	
PORTMAN/DATE	

OFF NORTH BURDICK
STREET SOUTH OF
CEDAR BAY ROAD

NO OTHER UTILITIES MAY
SHARE ELECTRIC PULL BOXES

END OF CABLE
TO EXTEND
12" VINTD
CENTER OF FEEDER

57.25' UTILITY
REAR

35'-0"

E. ROAD

NMP TO INSTALL: 3-1/2" 2 LNK. FE. AL. 15W CABLE ITEM#UC181 SPT#40-26422 1160'
CUSTOMER TO INSTALL: 2-1" APPROX CONDUIT SYSTEM AS SHOWN BELOW WITH FILL WIRE 1140'

(LINE 260)

PA#1

TRUNK PA#1 TO E OF 56' 420'

12" W

TRUNK PA#2 TO PA#1 390'

PA#2

TRUNK PA#2 TO PA#2 330'

FRONT OF RD

EAST MEDICAL CENTER
E50-181563

T.S. #3633
2500 KVA
11-93-587
132/76KV
277/480V

BOOK 4205 PAGE 102

EXH. B. 17

UTILITY PLAN

TOWN OF HAVENS OROKOA CO. N.Y.

EAST HAVEN, OROKOA CO. N.Y.

DRYDEN, N.Y.

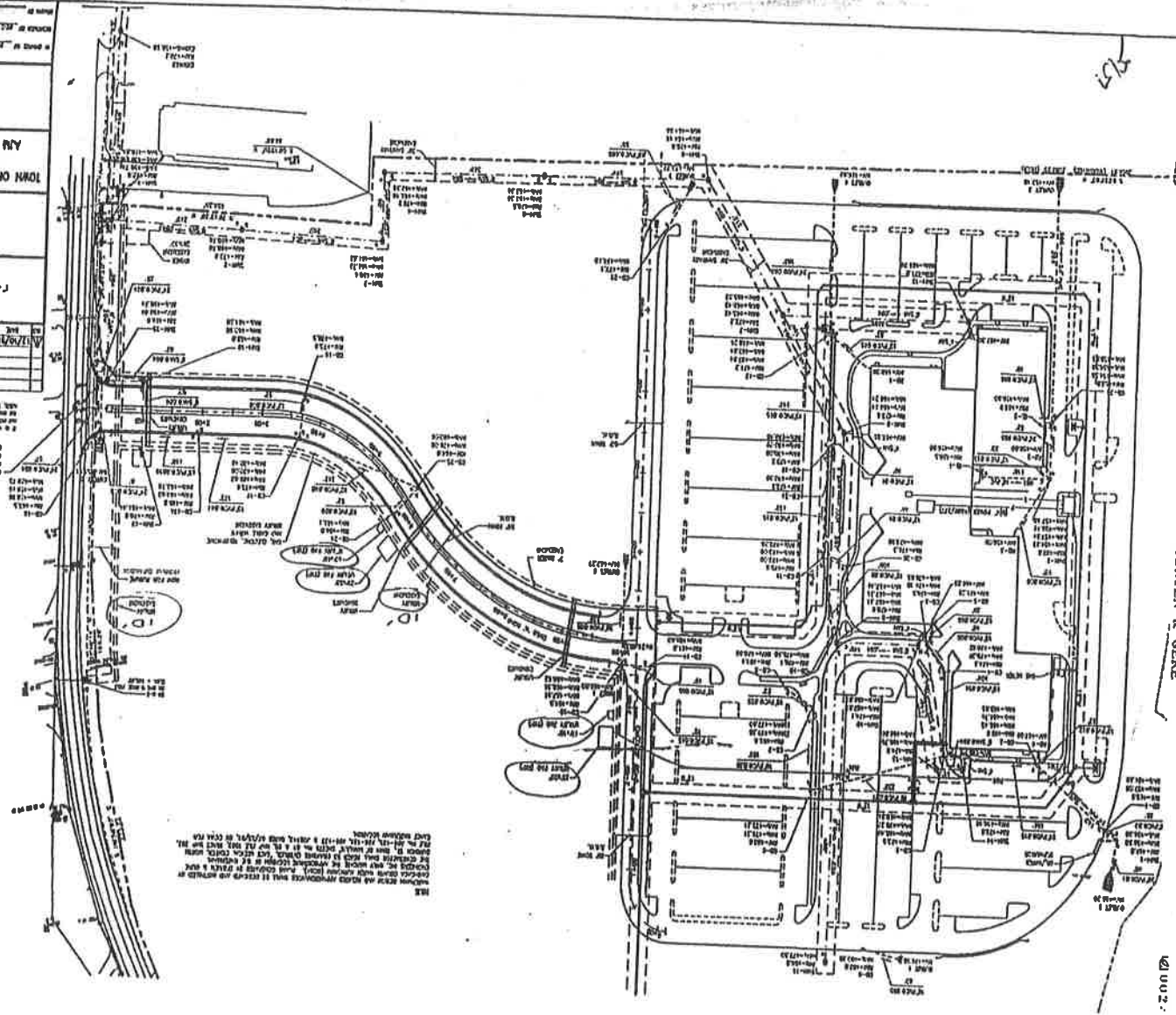
1" = 100'

0 10 20 30 40 50 60 70 80 90 100

12-10-96 15:50 0315 463 7554

OBRIEN & GERE

0002-0012



9500-07-00080

40. East Medical Center, L.P. d/b/a
Northeast Medical Center, a
New York Limited Partnership
with offices located at c/o A.J.M.
Management Services, Inc., 5100
West Taft Road, Suite 5C, Liverpool,
New York 13088, ("EMC")

**Reciprocal Easement (and Related
Covenants and Restrictions) Agreement**
Dated: June 5, 1997
Ack.: February 6, 1998
Rec.: February 9, 1998
Book 4216 Page 102

-with-

DB Real Estate of Fayetteville, a New York
General Partnership, c/o James H.
Messenger, Esq., The Galleries of
Syracuse, 441 South Salina Street,
Suite 211, Syracuse, New York 13202
("Dellas"),

-with-

St. Joseph's Hospital Health
Center, a New York not-for-profit
corporation with offices located at
301 Prospect Avenue, Syracuse,
New York 13203

-and-

St. Joseph's Health Center Properties, Inc.,
a New York for not-for-profit corporation with
offices located at 301 Prospect Avenue,
Syracuse, New York 13203 ("St Joseph's")

Reference hereinafter to "EMC" or "DELLAS" with respect to such party's respective
right(s) or obligation(s) hereunder shall mean that any such right or obligation is personal
to such party. Reference hereinafter to the right(s) or obligation(s) of (a) Lot(s), Unit(s),
the Addition, the Surgery Center Unit, ST. JOSEPH'S, or to any Owner(s) thereof shall
mean with respect to any such right or obligation that same shall run with the land and be
binding and enforceable upon and by such persons or entities as set forth at Paragraph 12
hereinafter.

WITNESSETH

WHEREAS, EMC is the owner of that certain tract(s) or parcel(s) of real property located
in the Town of Manlius, County of Onondaga, and State of New York, consisting of
approximately 92± acres, a more particular description of which real property is set forth
on the attached Exhibit A (consisting of pages A-1 and A-2), and shown thereon as Lots
1, 2 and 3, said parcel being hereinafter referred to as the "Parcel"; and,

WHEREAS, a portion of the Parcel, including certain wetlands and other unusable
acreage, consisting of approximately 73± acres as described on Exhibit A as Lots 1 and 2
is hereinafter sometimes collectively referred to as the "Premises"; and

9500-07-00080

WHEREAS, DELLAS is the former owner of the Parcel, including the tract of real property consisting of approximately 19± acres located in the Town of Manlius, County of Onondaga and State of New York and shown on Exhibit A as Lot 3; DELLAS is currently in possession of Lot 3 pursuant to a certain Ground Lease between EMC and DELLAS dated March 19, 1997, and which Ground Lease entitles DELLAS to the exclusive use and possession of Lot 3 for a 29 year term and in addition obligates EMC (among other things) and subject to the provisions of the Ground Lease to transfer fee title to Lot 3 to DELLAS and,

WHEREAS, EMC intends to improve Lot 2 (as shown on Exhibit A) by constructing thereon an approximately 198,000± sq. ft. condominium building (hereinafter the "Building" or "Condominium Building") of medical, health care, and related use units (the "Units"), Common Elements, and appurtenant improvements in the location shown on Exhibit A (page A-1) and to, at some time in the future, effect development upon Lot 1; and

WHEREAS, EMC also desires in the future, upon first obtaining the approvals of the Town of Manlius and any other governmental authorities and agencies having jurisdiction over same, including approval for the subdivision of the Footprint (hereinafter defined) from Lot 2, to construct an approximate 40,000 sq. ft. ± two story building adjacent to the Building on the approximate 20 000 sq. ft. (.47 acre ±) "Footprint" shown on Exhibit A (page A-1) as the "Possible Addition" (hereinafter the Footprint and the Possible Addition are referred to collectively as the "Addition"); and

WHEREAS, presently Lots 1, 2, and 3 (hereinafter collectively the "Lots") exist as three separate subdivided parcel(s) as shown on Exhibit A; and,

WHEREAS, EMC intends to have constructed, within a wing of the Building, containing approximately 40,000± sq. ft., a Unit to be used for ambulatory (outpatient) surgery center purposes and/or other related health care/medical uses and possibly, in the main wing of the Building, an additional primary care condominium unit containing approximately 10, 000± square feet. The term "Surgery Center Unit" as used herein is as defined and described specifically in a certain proposed Amendment #1 to the Commercial Condominium Offering Plan, Declaration and By-laws entitled "East Medical Center, L.P." which Plan was originally accepted and filed March 3, 1997 by the New York State Attorney General, (hereinafter, including all amendments to same filed and accepted after the date hereof, the "Plan") which Amendment #1 is to be recorded in the Onondaga County Clerk's Office concurrently with this Agreement; and,

WHEREAS, DELLAS intends in the future to itself develop and construct, have constructed upon, or alternatively to sell or lease Lot 3 to others for development and construction of, and upon, same; and

WHEREAS, the parties hereto desire to enter into this Agreement in part to provide for certain reciprocal easements in relation to the joint use of the walking, parking, entranceways, exitways, and driving areas on the Lots and for the joint rights of surface and storm water drainage and various and sundry other utility facilities, over, under, and across such Lots, and to also provide for certain joint and exclusive other restrictions, rights, agreements, and easements all as more particularly set forth hereinafter;

NOW THEREFORE, in consideration of the mutual benefits to be realized, the mutual covenants set forth herein; and such other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right and Easement.

- (a) Subject to the limitations and conditions set forth in this Agreement, Lots 1, 2 and 3, each hereby declare, establish, give, grant, and convey in relation to their respective Lots [the "Burdened Lot(s)"] to, and in favor of, all (unless otherwise specifically set forth) benefiting remaining Lots and the Addition (including any other Lots both burdened and benefited thereby) [the "Benefiting Lot(s)"] a non-exclusive right and easement in favor of and appurtenant to each respective Benefiting Lot (i) for the purpose of vehicular and pedestrian passage and use for ingress and egress (but not for parking) to and from each Benefiting Lot over, across, upon, to and from each Burdened Lot via any access/egress route(s) including the roads designated as "EMED A", "EMED B" and "possible EMED B SOUTH" as shown on Exhibit A, page A-1, provided, however, no additional roadways shall be constructed on Lot 2 except for those shown on Exhibit A, page A-1, as "EMED A", "EMED B" and "possible EMED B SOUTH"; (ii) for the purpose of walking and driving but not parking, (except as specifically set forth hereinafter regarding the right of the Addition to park on Lot 2) upon, over and across and to and from all those roads, sidewalks, walkways, passageways, entrances, exits, drives, aisles, and lanes upon any such Burdened Lot which now or may hereafter from time to time be necessary or advisable for pedestrian and vehicular use to and/or from a Burdened Lot (iii) for the purpose of drainage and/or detention of storm and surface/subsurface water from a Benefiting Lot to, upon, over, across, and under a Burdened Lot; (iv) for the purpose of construction, re-construction, installation, maintenance, repair, replacement, operation, and use of the foregoing authorized facilities [i.e., (i), (ii) and (iii) above] and of any and all other facilities including, but not limited to, pipes, wires, conduits and lines and including for sanitary and storm sewer, electric, gas, water, computer, cable television, telephone and similar communications means over, under, upon and across a Burdened Lot for service and appurtenant to and benefit of any such Benefiting Lot; and, (v) in favor of and appurtenant to the Addition only, in the event same is constructed in compliance herewith, for the purpose of driving and parking its vehicles upon Lot 2; (vi) in favor of and appurtenant to Lot 2 and the Addition, in the event same is constructed, for the common use of any party wall (shown on Exhibit A, page A-1 as the "Party Wall") located or to be located between the Building and the Addition and for the common use of the vents, hallways, stairways, walkways, entrances, exits, pipes, wires, conduits, lines and other common elements of the Building and the Addition. Any improvements installed or constructed pursuant to subparagraphs (i), (ii), (iii), (iv) and (v) hereof are referred to hereinafter as "Facilities"; and any such Facilities installed or constructed pursuant to subparagraph (vi), including those set forth at Paragraph 8 hereinafter, are also hereinafter referred to as "Common Facilities."

- (b) Prior to exercise of any rights granted hereunder (and except in the event of emergency or similar circumstances), a Lot seeking to exercise such rights shall give any other Benefiting and/or Burdened Lot Owner at least sixty (60) days prior Notice. Notice shall provide specific details of the right sought to be exercised, the identity and mailing address for each Benefiting and Burdened Lot, the Repairs & Maintenance or Construction & Installation [as such terms are hereinafter defined at respectively, Paragraphs 6(a) and 6(c) hereof of Facilities or Common facilities to be constructed, installed, repaired or maintained; the scheduled time(s) for and contractor(s) performing same and shall include a true copy of the approved plans and specifications which shall include a site plan of the location of the proposed Facilities or Common Facilities, and insurance coverage(s) required at Paragraphs 2 and 3. Any Lot objecting to the exercise of such rights shall object by Notice given within sixty (60) days of its receipt of the information required above to all other Burdened and Benefiting Lots [as such are identified in the Notice described in the first sentence of this § 1(b)], and if a Burdened Lot is exercising its right pursuant to paragraph 6(e) hereof, the Notice shall contain the same particulars as is required under this subparagraph (b) for a Lot originally seeking to exercise their rights.
2. Plans & Specifications. No right(s) granted hereunder shall be exercised unless and until the plans and specifications for proposed Facilities have first been approved by the appropriate design professional(s) and all governmental authority(ies) having jurisdiction over same and a permit shall have issued allowing any such work. Any Construction & Installation or Repairs & Maintenance [as defined hereinafter at Paragraph 6] not requiring approved plans and specifications or a permit, provided the Town of Manlius building inspector (or similar officer) states so in writing, shall not be subject to this provision.
3. Insurance Requirements. Any Lot performing Construction & Installation of Facilities or Common Facilities and/or Repair & Maintenance of Facilities, either itself or through its agent, employee or contractor(s) shall secure a policy of liability insurance with minimum coverage limits of \$2,000,000.00 for damage to property and \$4,000,000.00 for bodily injury per occurrence. Such policy shall name all Burdened and Benefiting Lots (and their mortgagees, if requested) as additional insured and shall provide for thirty (30) days prior written notice to all such additional insureds prior to any cancellation, reduction in coverage or other material modification of same. Notice requiring delivery of insurance coverage or policy(ies) hereunder shall require that certified copies of policies or certificates unconditionally conferring all of a policyholder's rights to such certificate holder and showing the coverages required hereunder, shall be delivered with such Notice. The minimum coverage limits required hereunder shall be increased by 3% each year or by the increase in the Consumer Price Index for all Urban Consumers, from the date hereof to the date of such Notice, whichever is greater, commencing the first anniversary of the execution hereof.
4. Public Dedicated Rights. The foregoing right(s) shall not be deemed granted to a Benefiting Lot, to the extent and provided that same have been or are hereafter granted and dedicated by a respective Burdened Lot to such governmental authority, municipality or public (or similar) utility

which itself performs operation, Construction & Installation or Repair & Maintenance of the respective Facilities.

5. Conditions to Exercise of Rights. Exercise of any right granted hereunder and any use, operation, Construction & Installation or Repair & Maintenance of Facilities pursuant to any such exercise shall be subject to and conditional upon all of the following:
 - (a) same shall not materially or unreasonably interfere with the use, maintenance, repair, or enjoyment of improvements located on a Burdened Lot nor with any reasonably foreseeable improved use of a Burdened Lot. The actual or reasonably foreseeable existence of improvements shall not preclude a Benefiting Lot from exercise of any such right, provided however, the Benefiting Lot may be required in deferring to the existence of, or potential for, improvements on a Burdened Lot or to otherwise minimize interference with the Burdened Lot, to locate proposed Facilities at another location even if more costs would be incurred by the Benefiting Lot(s) to do so. Notwithstanding the foregoing, it is specifically acknowledged that the Addition if constructed will be located solely within, and may occupy all of the Footprint.
 - (b) same shall be undertaken and promptly and diligently pursued to completion, by competent (and licensed where appropriate) contractors, in accordance with all laws, codes and regulations and pursuant to approved plans and specifications, in a good and workmanlike manner and in a manner so as to minimize any adverse affect on use of a Burdened Lot;
 - (c) any interference caused by same to a Burdened Lot shall be only temporary in nature, shall be completed expeditiously and with due diligence, and a Burdened Lot shall be otherwise promptly restored to the same condition as existed prior to such work;
 - (d) all such Facilities (except in the case of Common Facilities with respect to the Addition), shall be located as near the property (boundary) lines of a Burdened Lot as reasonably possible, and if running to and/or from existing improvements on a Burdened Lot, shall run from a location on such Burdened Lot's improvements where same is least likely to cause interference with the use of improvements located on (or reasonably foreseeable for) a Burdened Lot and notwithstanding that Construction & Installation or Maintenance & Repairs of Facilities in such location may cause a Benefiting Lot greater cost and expense;
 - (e) damages for any violative acts or omissions shall be compensated for by the responsible party or parties as provided for at Paragraph 20 hereinafter;
 - (f) there shall be no payment of consideration required of a Benefiting Lot to a Burdened Lot in consideration of the grant or exercise of any right hereunder.

6. Performance at Construction and Installation, Repairs & Maintenance. To the extent that any Facility benefits or affects more than one of the Lots:
 - (a) as to any Facilities consisting of access/egress routes, including roads, sidewalks, walkways, passageways, entrances, exits, aisles, and lanes upon a Burdened Lot, the Burdened Lot shall be responsible for the performance of any and all maintenance, repairs, replacement, reconstruction, restoration, cleaning, clearing and/or incidental or related duties whatsoever respecting the same; (as to any such maintenance, repairs, replacement, reconstruction, restoration, cleaning, clearing and/or incidental or related duties in relation to the foregoing or to any other Facilities whatsoever same shall be hereinafter defined and referred to as "Repairs & Maintenance");
 - (b) as to all other Facilities, the Benefiting Lot having the greatest responsibility for the apportioned share of the Total Cost of Repairs & Maintenance (as provided for hereinafter at Paragraph 7) shall be responsible for the performance of same;
 - (c) as to all design, construction and/or installation whatsoever of any Facilities relating to the initial development of and construction upon a Lot hereunder, ("Construction & Installation"), and regardless of whether such Facilities may benefit or burden any other Lots(s), same shall be performed by the Benefiting Lot initiating such development;
 - (d) a Lot responsible for performance of Construction & Installation or Repairs & Maintenance shall be liable for injury or damage to persons or property arising out of the performance of same in accordance with Paragraph 20 hereinafter.
 - (e) Notwithstanding the foregoing provisions of Paragraph 6(b), a Burdened Lot may elect to perform Repairs & Maintenance of any Facilities located thereon by giving Notice to all other Burdened and Benefiting Lot(s) of election to perform same in accordance with Paragraph 1(b) and subject to apportionment and reimbursement pursuant to Paragraph 7 hereinafter.
7. Apportionment and Reimbursement of Total Costs of Construction & Installation, Repairs & Maintenance. The expense of Construction & Installation and Repairs & Maintenance of Facilities shall be apportioned between all Benefiting Lots as follows:
 - (a) As to the costs of Construction & Installation, a Lot performing such Construction & Installation unless otherwise agreed, shall be solely responsible for all cost and expense of same.
 - (b) As to the costs of Repairs & Maintenance, which costs may include an administrative fee to be paid to the Lot performing Repairs & Maintenance not to exceed 7% of the invoiced cost for such Repairs & Maintenance (hereinafter the "Total Cost"), all Benefiting Lots shall reimburse the Lot performing Repairs and Maintenance for their respective apportioned share of the Total Cost.

- (c) A Benefiting Lot's apportioned share of the Total Cost shall be computed by multiplying the Total Cost by a fraction, the numerator of which is the square footage of existing gross building floor space on a Benefiting Lot (or the intended gross square footage of a building under construction if any construction whatsoever on the site, including site work or excavation, has occurred as of the date Repairs & Maintenance are incurred, or any planned construction for a Benefiting Lot if it has initiated the Construction & Installation or Repairs & Maintenance and whether or not the planned construction has commenced) and the denominator of which is the total square footage of all existing gross building floor space (including all Lots under construction or for which construction is planned as provided above) on all Benefiting Lots. Computation of gross building floor space shall be based upon the gross building floor space of all floors (i.e., stories) in a building, exclusive of unfinished basement space.
- (d) (i) Notice of Total Cost shall be sent no later than sixty (60) days after a performing Lot has completed Repairs & Maintenance and shall include a detailed itemization of Total Cost including receipted bills for the invoiced cost of same, unless same is being paid into the escrow account as provided hereinafter in this subparagraph (d), dates of the work's performance, computation of the apportioned share due from each Benefiting Lot, and a description of the work and Lot or portions thereof worked upon, together with certification from a licensed Architect or Engineer, that same has been constructed or repaired in a good and workmanlike manner and in accordance with all applicable laws, codes and regulations and in accordance with the approved Plans & Specifications and this Agreement. Unless payment is required to be made into the escrow account provided for hereinafter in this subparagraph (d), Benefiting Lot(s) shall make payment(s) due for such Repairs & Maintenance on or before fifteen (15) days from the date that Notice of Total Cost has been received.
- (ii) If the estimated cost of work to be performed is in excess of One Hundred Thousand and xx/100 Dollars (\$100,000.00), and notwithstanding the foregoing provisions of this Paragraph 7, the performing Lot may, prior to commencement of the work, deliver Notice of an estimate for same [which Notice shall contain the itemization set forth in this subparagraph (d) and statements from the proposed contractor(s) verifying the Lot owner's estimates] and require that all respective Benefiting Lots apportioned shares be deposited into an escrow account set up for such purpose pursuant to a written escrow agreement requiring that the escrowed funds shall not be released until (1) completion of the Repairs & Maintenance as approved by the appropriate design professional(s) and/or municipality, or if none is required, by the consent of all Benefiting and Burdened Lots, which consents shall not be unreasonably withheld, delayed or conditioned, and (2) the delivery to all Benefiting Lots of the items required under Paragraph 7(d)(i) above.
- (e) In the event that a respective Lot fails to timely pay its apportioned share in the manner required hereunder, any other Benefiting and/or Burdened Lot performing Repairs & Maintenance may commence an action in a court of law to recover same plus interest from the due date at the higher of 18% per annum or the statutory interest rate then in effect, plus statutory costs, disbursements and the reasonable attorney's fees incurred in recovering same.

- (f) If a Burdened or Benefiting Lot responsible for Repairs and Maintenance, after Notice and a reasonable opportunity to make necessary Repairs & Maintenance fails to perform same, then any Benefiting Lot may, upon thirty (30) days prior Notice to all Burdened and Benefiting Lots, itself perform such Repairs & Maintenance, and seek reimbursement for same from all other Benefiting Lots for their apportioned share of the Total Cost.
- (g) In the event that a Lot is encumbered by a lien or other claim, action or suit filed against it as a result of a performing Lot's failure to pay or timely pay for Repairs & Maintenance or Construction & Installation, then any such Burdened or Benefited Lot may commence an action in a court of law to require such payment to be made and/or to remove or discharge same and may pay same and recover from the Lot(s) responsible for such payment, the amount thereof, and all costs incurred thereby, including interest on any money judgment awarded (from the earlier of the judgment or contract breach date) at the higher of 18% per annum or the statutory interest rate then in effect, plus statutory costs, disbursements and the reasonable attorney's fees incurred in removing or discharging same, and in collecting upon any such judgment.
8. Possible Addition. All rights with regard to the Addition shall cease, terminate and be null and void if the Footprint is not legally subdivided from Lot 2 and construction of the Addition is not commenced within five (5) years of the date this Agreement is signed and/or if such construction is not completed within eighteen (18) months of the date construction starts, time being of the essence as to all such dates. If subdivision and construction of the Addition is not commenced or completed (as the case may be) by the above dates, then title to the Footprint shall be retained by Lot 2 (i.e., by the owner of the Condominium Building's common elements) and same shall be retained free of any structures and free and clear of the rights of all others, including but not limited to EMC.

In the event the Addition is timely constructed, and subject to the provisions hereof, the Addition shall have the right to use of the west wall (the "Party Wall" as shown on Exhibit A, page A-1) and Facilities of the Building, as specifically described at Paragraph 1(a)(vi) of this Agreement, as Common Facilities subject to all of the following:

- (a) all Construction & Installation of the Addition and any Facilities thereof or of the Building (including modifications thereof) in order to create Common Facilities, shall be performed by and at the expense of the owner of the Addition and if and when the title to the Addition is conveyed to EMC, or its successor or assign, the grantee under such deed shall deliver to the Condominium Building's Board of Managers the sum of One Hundred Thousand Dollars (\$100,000.00) which shall be placed by the Board of Managers in the Condominium Capital Reserve Fund.
- (b) upon completion of the Common Facilities, the Building and the Addition shall have the non-exclusive and shared use thereof.
- (c) (i) Repairs & Maintenance of the Addition and Common Facilities located on or within the Addition shall be performed by the Addition at its sole cost and expense;

(ii) Repairs & Maintenance of the Building and Common Facilities located on or within the Building and Lot 2 shall be performed by Lot 2 or such other parties responsible therefore pursuant to the provisions of this Agreement.

(d) Notwithstanding the provisions of subparagraph (c)(ii) hereof, the costs of Repairs & Maintenance of any Facilities benefiting Lot 2 and the Addition (e.g., parking areas, roads, exterior lighting, etc.) and any electrical, HVAC or plumbing systems (e.g., furnaces, air-conditioning units, pumps, hot water tanks/heaters and the like) or other Common Facilities servicing both the Addition and the Building shall be apportioned in accordance with the formula set forth at Paragraph 7 hereof.

All costs and performance of Repairs & Maintenance of the Party Wall shall be paid for and performed by the Addition, except for non-structural Repairs & Maintenance of the Building interior side of the Party Wall not caused by the Addition.

(e) Notwithstanding the provisions of subparagraphs (c)(ii) and (d) hereof, all expense to be incurred by Lot 2 and the Building resulting from Construction & Installation, Repairs & Maintenance, or operation and use of the Addition or Common Facilities shall not in any event exceed as a result thereof, the expense to Lot 2 and the Building that would have been incurred had the Addition not been constructed and the Facilities (or any predecessor Facilities) in the Building not become Common Facilities. Any such excess expense shall be the sole responsibility of the Addition. Furthermore, the Building shall never have an obligation to increase the capacity of the Facilities serving the Building, except as a result of a need for increased capacity not resulting from the Addition's use of Common Facilities. If as a result of the use of Common Facilities by the Addition Facilities (e.g., HVAC system, electrical, etc.) within the Addition or the Building prove to be insufficient or inadequate, the Addition shall pay all costs required to upgrade same so that same are sufficient and adequate to serve the Building and Addition.

(f) Pending subdivision and construction of the Addition, but ending, however, upon the termination date of the right to construct the Addition (as set forth at the first paragraph of this Paragraph 8), and in consideration of Lot 2 granting the right to allow construction of the Addition, (and however notwithstanding that the Footprint is then part of Lot 2), EMC shall incur all expense usually incidental to ownership of such real property including but not limited to all maintenance and payment of its apportioned share of the Lot 2 property taxes and insurance. EMC's obligation hereunder shall terminate upon the termination date of its right to construct the Addition under this Agreement.

(g) No construction of the Addition shall commence until EMC obtains approval for Lot 2 to be subdivided so that the Footprint shall (upon the next following reassessment in the Town of Manlius) become a taxable parcel separate and distinct from the balance of Lot 2. Upon such subdivision approval, the Lot 2 Owner(s) shall transfer title to the Footprint to EMC for the consideration specified in Paragraph 8(a) above. Such transfer shall be made by Bargain & Sale Deed with Covenant Against Grantors Acts and closing shall occur within thirty (30) days after the Owner of Lot 2 receives from EMC a request for closing together with a certified copy of the subdivision map evidencing such subdivision approval and showing that Lot 2 and the Footprint are two (2) separate tax parcels

and that such resubdivision map has been filed at the Onondaga County Clerk's Office. Title shall be transferred subject to all easements, rights of way, agreements and liens and encumbrances of record existing as of the date Lot 2 is transferred from EMC to the Northeast Medical Building Condominium Board of Managers or Association and further subject to any liens and encumbrances attaching as a result of the acts or omissions of the Board of Managers from such date to the date of transfer, however, excepting any such liens and encumbrances resulting from the acts of the requisite number of Unit Owners of the Northeast Medical Building Condominium which actions were not approved or ratified by the Board of Managers or EMC. In the event title to the Footprint is so encumbered, then the Unit Owners who voted in favor of such action causing the encumbrance shall indemnify EMC from and for any damages or liabilities resulting from the delay in or inability to obtain clear title to the Footprint. EMC shall pay for the cost of any abstract, tax or other search required for closing and shall reimburse the Lot 2 Owner at closing for any apportioned share of property taxes to accrue after closing and prior to the date of reassessment as a separate parcel.

9. Exhibit A Deemed Approved. Notwithstanding the general grant of rights hereunder, including the right of a Lot owner Burdened or Benefited thereby to have determined by arbitration certain issues in relation to the exercise of such rights, Construction & Installation and operation and use of the Facilities as specifically shown and provided for at Exhibit A (pages A-1 and A-2) and as approved by the appropriate design professionals and governmental authority(ies) are hereby agreed to.
10. Special Rights of DELLAS. In addition to the foregoing general grant of easement set forth at Paragraph 1(a), and the provisions of Paragraph 9 regarding the acknowledgment and agreement as to Facilities to be installed and constructed as set forth at Exhibit A, EMC and DELLAS acknowledge and agree to the following:
 - (a) DELLAS retains the one time right to have the portion of Lot 3 north of access road "EMED A" (as shown on Exhibit A) re-graded by EMC at EMC's sole cost and expense (due to re-grading, filling, etc., performed by EMC during the course of its construction). Same shall be graded to a building lot grade designed by DELLAS at their cost and expense, and as approved by the appropriate design professionals and governmental authorities having jurisdiction over same and further provided that any additional fill (i.e., not located on Lot 3) requested by DELLAS shall be supplied at their own cost and expense. Removal of any excess fill shall be the responsibility of EMC. Such right shall be exercised no later than July 31, 1999;
 - (b) EMC shall, at its own cost and expense, install curb cuts for the access roads ("EMED A" & "EMED B" as shown on Exhibit A) as designated by DELLAS and approved by the appropriate design professionals and governmental authorities having jurisdiction over same;
 - (c) As deemed reasonably necessary for the use of Lot 3, a portion of Lot 1 shall be utilized (at a location near the northeast corner of Lot 3 at Burdick Street) for surface/storm water drainage and/or detention, subject to the provisions of Paragraph 1(a) hereof, and also subject to the approval of the appropriate design professional(s) and governmental authorities having jurisdiction over same.

- (d) The provisions of this Paragraph 10 shall not result in any costs to Lot 2 nor, except for the possibility that the curb cuts referred to in subsection "b" above may be located on Lot 2, result in any burdens on Lot 2.
11. Exclusivity, Lots 1, 2 & 3.
- (a) Lots 1 and 2 are hereby granted exclusivity as against Lot 3, restricting Lot 3 so that same may not be used for any medical, health care, and/or related purposes, including for an ambulatory surgery center, or for skilled nursing center use (i.e., a nursing home, assisted or enriched living facility, or a senior citizen project similar to the "Janus Park" project at North Medical Center, Town of Clay, New York). This exclusive right is enforceable for a period of ten (10) years deemed commencing on June 16, 1995 and ending on June 15, 2005. At the expiration of such period, Lot 3 may be used for such use, however, also subject to EMCs, its successors, successors-in-title, and/or assigns or affiliates right of first refusal to purchase same as set forth at Paragraph 10(b). The foregoing restriction shall be extended for an additional ten (10) year period, commencing upon expiration of the initial ten (10) year period, in the event that the Lot 3 Owner sells or otherwise transfers any portion of or interest in such Lot during the initial ten (10) year period, to an individual or entity other than Ted Dellas, John Dellas, Nick Dellas (the original signatories to the AJM Management Services, Inc. - Dellas Option Contract for the purchase of the Premises), their spouses or children, any trustee/beneficiary of the Spyros Dellas Exemption Trust, or to a corporation or limited liability entity owned in substantial or controlling part by any or all of the foregoing.
- (b) EMC, or its expressly designated successors, successors-in-title, assigns, and/or affiliates shall have a Right of First Refusal in relation to Lot 3 as follows, for a period of twenty (20) years from June 16, 1995 upon terms and conditions as follows:
- (i) if during the term of this right of first refusal, Lot 3 shall receive a bona fide offer to purchase or land lease Lot 3 or any portion thereof, which Lot 3 desires to accept, Lot 1 shall notify EMC in writing of such bona fide offer stating the price and other terms thereof. EMC shall have thirty (30) days following the Notice within which to notify Lot 3 in writing as to whether EMC desires to purchase or land lease same at the same price and on the same terms as contained in the bona fide offer received by Lot 3. This right of first refusal with respect to land leases shall not apply to occupancy or building leases.
- (ii) any neglect or failure on the part of the EMC to respond to Lot 3's Notice of the bona fide offer shall be conclusively deemed to be an election not to purchase or lease Lot 3, or the portion thereof. If EMC elects to purchase or land lease Lot 3 or the portion thereof, Lot 3 shall convey same to EMC for the price and on the terms contained in the bona fide offer. If EMC elects either directly or indirectly not to purchase or land lease same in accordance with the terms and conditions of the bona fide offer, then Lot 3 shall be at liberty to sell and convey or land lease same for a price equal to or in excess of that contained in the bona fide offer and under no less onerous terms and conditions.
- (iii) in the event and upon EMC's exercise of said right to purchase or land lease same in the manner hereinabove provided, a contract for the sale and purchase (or land lease, as the case may be) of the property shall be deemed to exist requiring a transfer of title by warranty deed with lien covenant (or lease of the premises, as the case may be) and subject only to easements, conditions, covenants and

restrictions of record, utility easements benefiting the property, pole and wire easements of record and zoning and use restrictions.

- (c) Lot 3 is hereby granted exclusivity as against Lots 1 and 2 restricting and prohibiting the use of same for commercial purposes not specifically permitted in Paragraph II(a) hereof for a period of three and one-half (3½) years deemed commencing as of the 16th day of June, 1995. However, this provision shall not be deemed violated by the construction, lease, or sale of improvements thereon which improvements are capable of such restricted commercial use provided that during the three and one-half (3½) years restrictive period hereof there is no lease or sale of same for such restricted use, nor publication, advertisement, or solicitation for the lease or sale of same for such restricted use.

12. Exclusivity, Survey Center Unit. The Surgery Center Unit shall have the exclusive right for use as an ambulatory surgery center as against Lots 1, 3 and the remainder of Lot 2 restricting their use as follows:

- (a) With respect to the restriction against Lot 3, the general restriction on medical or related issues set forth at Paragraph II (a) hereinabove shall preclude such use by Lot 33 as set forth therein;
- (b) With respect to the restriction against Lot 1 and the remainder of Lot 2, the Surgery Center Unit shall have the exclusive right for use and operation of an ambulatory surgery center precluding such use on Lot 1 and the remainder of Lot 2.

For purposes of this Paragraph 12, "use" as an "ambulatory surgery center" shall have the meaning set forth in the Plan.

12A. Possible Removal of Surgery Center Unit's Exclusivity for Ambulatory Surgery Center.

- 1. The provisions of Paragraph 12A shall only apply if one of the following events shall occur:
 - (a) The Surgery Center Unit does not, on or before 5 years from the date of the execution hereof obtain a Certificate of Need from the State of New York Department of Health ("CON") to allow the operation of an ambulatory surgery center within a part of the Surgery Center Unit, provided, however, if within said five (5) year period the legal requirement to obtain a CON before operating an ambulatory surgery center is removed, by legislation or otherwise, then this Paragraph 12(A)(i) shall be deemed deleted from this Agreement; or,
 - (b) An ambulatory surgery center is not being operated at the Surgery Center Unit within 60 days after Final Completion of Phase 2 (as the terms "Final Completion" and "Phase 2" are defined in the Contract dated as of June 5, 1997 between ST. JOSEPH'S and EMC (the "Contract")), which Contract relates to the construction by EMC of the Surgery Center Unit;

- (c) If prior to the 5th Anniversary of this Agreement, the Owner of Unit 201 (as hereinafter defined) gives Notice to EMC advising EMC that the Owner of Unit 201 has not received a CON and has determined to cease its efforts to do so, and no longer intends on operating an ambulatory surgery center of Unit 201; or,
- (d) Within 30 days after the issuance of a CON, the Owner of Unit 201 fails to elect to commence construction of Phase 2, provided, however, that before such failure to elect shall be deemed an event which shall make Paragraph 12A apply, the Owner of Unit 201 shall receive ten (10) days prior written notice from EMC which notice shall specifically refer to this Paragraph 12A(1)(d), and shall state that failure to so elect, within ten (10) days of receipt of such written notice, shall cause Paragraph 12A to apply, [if the Owner of Unit 201 shall elect to commence construction of Phase 2 within said ten (10) day period, this Section 12A shall no longer apply].

Notwithstanding anything set forth herein: (i) if the CON is issued but the ambulatory surgery center is not being operated at Unit 201 within the time limitations set forth at Paragraph 12A(1)(b) above as a result of EMC's default under, or breach of its obligations under the Contract, then EMC and its successors and assigns shall have no rights under, and the Owner of Unit 201 shall have no obligation under, this Paragraph 12A; and (ii) upon the opening of an ambulatory surgery center at Unit 201, EMC and its successors and assigns shall have no rights under this Paragraph 12A, the Owner of Unit 201 shall have no obligations under this Paragraph 12A, and this Paragraph 12A shall be deemed deleted from this Agreement.

- 2. As used in this Paragraph 12A, the following terms shall have the following meanings:
 - (a) The term "Commencement Date", as used in this Paragraph 12A shall mean the earliest date upon which any of the events described in Paragraph 12(A)(1) above shall occur.
 - (b) "Unit 201" shall mean the Unit shown as Unit 2.01 on the floor plans for the "2nd Floor" attached as Part of Section E of Part II to the Condominium Offering Plan, which Unit contains approximately 20,630 square feet but shall not include the basement space located below Unit 101. In the event any sale is required to be made under this Paragraph 12A, prior to such sale, the then Owner of Unit 201 may convey all of its right, title and interest into said basement space to the Owner of Unit 101; or otherwise retain or convey its rights to said basement.
 - (c) The term "Buyback Period" shall mean the 3 year period commencing on the Commencement Date, and terminating 3 years thereafter.
- 3. In the event the Commencement Date shall occur, then, in such event, anytime within the Buyback Period, but not thereafter, EMC shall have the right to offer to purchase Unit 201, by delivering notice thereof to the Owner of Unit 201 within the Buyback Period (the "Notice of Offer"). Within 60 days of its receipt of the Notice of Offer, the Owner of Unit 201 shall give Notice to EMC (the "Notice of Election"), in which the Owner of Unit 201 shall elect to either: (i) accept EMC's offer and sell Unit 201 to EMC at the purchase price and other terms and conditions set forth in subsection 4 below (the "Notice to Sell"); or (ii) not sell Unit 201 to EMC (the "Notice to Not Sell").

If the election is made not to sell Unit 201, then: the Surgery Center Unit's rights under Paragraph 12 shall be deemed canceled and null and void as of the date said election not to sell is made.

In the event the Owner of Unit 201 elects to sell Unit 201 to EMC, then the provisions of Paragraph 12(a) and (b) shall remain in full force and effect and EMC shall be obligated to purchase Unit 201 and the Owner of Unit 201 shall be obligated to sell Unit 201 under the terms and conditions set forth in subsection 4 below. If no Notice of Offer is received by the Owner of Unit 201 within the Buyback Period, EMC shall have no further rights under this Paragraph 12A, and the provisions of Paragraph 12(a) and (b) shall remain in full force and effect..

In the event the Commencement Date shall occur, then on and after the Commencement Date, the restrictions set forth in Paragraph 7(C) of the Declaration, as said restrictions were modified by Section 6(C) of Amendment No. 1, to the Offering Plan, shall be deemed canceled and null and void.

4. In the event that the Owner of Unit 201 elects to accept the Notice of Offer and sell Unit 201 as provided above, then the following provisions shall apply:

- (a) Closing shall occur within 90 days of the date the Owner of Unit 201 gave its Notice of Election to sell Unit 201 to EMC;
- (b) The purchase price shall be determined and set as of the Commencement Date and shall be: (1) \$7,322,250.00 or such higher amount as ST. JOSEPH'S pays to EMC for Phase 1-201 and Phase 2 under the Contract subject to deduction, if any, therefrom (at the monthly rate of .2778% for each full month which has elapsed between (i) the second anniversary of the date of acquisition of title of Unit 201 by St. Joseph's and (ii) the Commencement Date, plus (2) the costs incurred by the Owner of Unit 201 to improve the interior of Unit 201, but only if incurred after the six (6) month anniversary of the Commencement Date and prior to the closing hereunder);
- (c) Title to Unit 201 shall be transferred by Bargain and Sale Deed with covenant against grantor's act subject to the same easements, covenants and restrictions of record that existed on the date St. Joseph's acquires title from EMC together with any other exceptions that may appear as of record which do not render title to Unit 201 not good and marketable. The Owner of Unit 201 (hereinafter in this §12A(4c) only, "Seller") shall supply EMC (hereinafter in this §12A(4)(c) only, "Purchaser") with an updated Abstract of Title, Property Tax Search, appropriate corporate resolutions and any other transfer and related documents usually supplied by a seller in such transactions. The Purchaser shall, within thirty (30) days of its receipt of the Abstract of Title, examine title and advise Seller of any defects therein. In the event that the title shall not be found to be good and marketable, and Notice is sent by Purchaser to Seller within said thirty (30) day period, the Seller shall make such title good and marketable within a reasonable time after receipt of notice of defects but in any event prior to Closing. In addition, on or before thirty (30) days prior to the Closing date, the Seller shall furnish the Purchaser with a continuation of the abstract of title, such continuation to show Seller's title to be currently good and marketable. In the event the abstract continuation shows any defect(s) in title which have been recorded since the last certification date in the Abstract originally delivered, the Seller shall cure such defect(s) and furnish the Purchaser with adequate evidence

thereof within fifteen (15) days from Purchaser's Notice to Seller of said objection. EMC shall not object or raise as an issue of whether title is good and marketable any item that existed on the date title to Unit 201 was conveyed by EMC to ST. JOSEPH'S.

Seller may make title good and marketable and/or may cure any defect or alleged defect and title shall be deemed good and marketable if a good and reputable title company is willing to insure same in accordance with its standard form of fee title policy (including marketability of title), subject only to the matters provided for in this Agreement and Purchaser shall be obligated to accept said policy as conclusive evidence of good and marketable title and the cure of any alleged or existing defect. In said event, Seller shall bear the cost of the fee policy premium and the cost of a rider or endorsement, which will ensure that Purchaser may obtain a reissue of said fee policy in the event that Purchaser subsequently sells, transfers or mortgages the Property. However, in the event that Purchaser or Purchasers lender requires or obtains a mortgage policy of title insurance, Seller shall only be obligated to pay for the difference in premium between the premium cost of the simultaneous issue of both fee and mortgage policy (together with the reissue endorsement) and the cost of the mortgage premium if same were to be issued and paid alone. Further, that in the event of a dispute between Seller and Purchaser as to whether there is a cloud on Purchaser's title or whether Seller's cure is insufficient or whether such cloud existed when EMC conveyed title to Unit 201 to ST. JOSEPH'S, thus requiring Seller to purchase and provide a fee policy with endorsement for reissue, the parties agree to submit the dispute to Monroe Abstract and Title Corporation, 333 E. Onondaga Street, Syracuse, New York (or such other title company as the parties may agree) for a determination as to whether Sellers assertion is valid. The cost of a title examination by Monroe shall be borne by the Seller if title is determined to be clouded and such cloud arose after EMC conveyed title to Unit 201 to ST. JOSEPH'S and by Purchaser if title is determined not to be clouded or if such cloud existed when EMC conveyed title to Unit 201 to ST. JOSEPH'S. This determination shall be final and binding upon the parties. Seller may secure title insurance and reissue endorsement for the fee interest from a title company of its choice. In the event Purchaser is securing a mortgage policy from a different company Seller and Purchaser shall cooperate in order to secure a simultaneous issue premium rate. Any attempts by Seller to cure an objection to title shall not be construed as an admission by Seller that such objection is one which would give Purchaser the right to cancel this Agreement. Seller shall not be Obligated to bring any litigation to clear title. If title can only be cleared by litigation or if title is determined to be clouded and such cloud arose after EMC conveyed title to ST. JOSEPH'S and is not cured within the time period permitted above, then Seller or Purchaser may elect to cancel this Agreement and in such event Seller shall refund to Purchaser any monies paid to Seller (if any) prior to said date in connection with this specific transaction, together with interest at the rate of six percent (6%) per annum, and any costs and expenses reasonably incurred by Purchaser to recover said monies.

(d) All adjustments shall be made as of the closing date.

5. If EMC fails to timely close or otherwise breaches its obligation to timely purchase Unit 201 as set forth above, then in addition to any other remedy at law or in equity the Owner of Unit 203 may have, it is agreed that the exclusivity provision set forth at Paragraph 12(a) and (b) shall remain in full force and effect, and the Owner of Unit 201, at its sole discretion, shall have the right to declare the provisions of this Paragraph 12A null and void and declare any prior actions taken in accordance with this Paragraph 12A to be null and void and if so declared, such declaration(s) shall be binding on EMC, its successors and assigns.
6. If the Owner of Unit 201 or EMC shall either fail to comply with the provision hereof, the non-defaulting party may enforce its right by asking for specific performance.
7. Unless and until the Owner of Unit 201 shall give a Notice to Sell, as set forth above, nothing set forth in this Paragraph 12A or elsewhere in this Agreement shall be deemed to restrict the right of the Owner of Unit 201 to sell, lease, sublease or otherwise convey, mortgage, or otherwise dispose of all or any of its right, title and interest in and to the Surgery Center Unit, including without limitation, Unit 201, it being agreed, however, that all such conveyances, leases and mortgages of Unit 201 shall be subordinate and subject to the terms of this Agreement and the covenants set forth herein shall run with the land.
13. Parties Bound - Benefiting Hereby Enforceability. Except as otherwise set forth herein by specific reference to EMC and DELLAS by name rather than as a "Lot", "Unit", Surgery Center Unit, "Unit 201", or "Addition" or "Owner" thereof; the provisions hereof shall be effective upon execution of this Agreement, shall run with the land and shall inure to the benefit of and be binding and enforceable upon and by the owner of a respective Lot, the Surgery Center Unit, Unit 201, the Addition, a Unit and any/or Owner(s) thereof, their successors, successors-in-title and/or assigns, their estates and heirs, and for the benefit of their tenants, occupants, customers, clients, officers, employees, contractors, agents, patients, licensees, guests and invitees whatsoever, and shall remain in full force and effect and unaffected by any change in ownership change of use, demolition, reconstruction, expansion, or other circumstances. ST. JOSEPH'S shall only have obligations under this Agreement while it is the Owner of the Surgery Center Unit. In the event of a resubdivision creating additional lots from that shown on Exhibit A, the provisions of Paragraph 5(d) shall apply with respect to the newly created boundary or lot lines in relation to any future Repairs & Maintenance or Construction & Installation. Except as specifically stated otherwise herein, this Agreement shall be and remain in full force and effect through and after the date of any subdivision, and regardless of whether lots are further subdivided or combined from that shown on Exhibit A and in particular in the event Lot 3 is subdivided before or after the effective date hereof by the access road, thereby creating Lots 3 and 4, the provisions hereof as they apply to Lot 3 shall apply to Lots 3 and 4.

14. No Public Dedication. Non-Impairment of Owner's Rights. This instrument is not intended to, and should not be construed to, in and of itself, dedicate any of the said easement areas granted hereunder to the general public, nor shall this instrument be construed to otherwise restrict the use and development of the Lots except as stated herein. Without limiting the generality of the foregoing and subject to the specific limitations contained herein or in any other recorded instruments, agreements, or covenants affecting same, the Lots shall otherwise have the right to expand, alter, modify, or demolish all or part of any of the improvements they propose to construct or have constructed on the Lots or to develop said parcels in any manner they see fit, it being the intent of this instrument to grant reciprocal easements over drives, sidewalks, and other common areas and facilities on certain Lots hereof as they exist from time to time without otherwise limiting the right of the Owners of said Lots to alter, demolish, or redevelop said areas.
15. Certificate of No Default(s). Upon the written request of any Lot or Unit(s), any other Lot or Unit shall execute and deliver, within ten (10) days after receipt of such request, a certificate certifying that there are no known defaults under this Agreement or, if there are such defaults, specifying the particulars of such defaults and the action required to remedy it and certifying that there are no setoffs or defenses to the enforcement of the terms of this Agreement, or if there are, specifying the particulars of such setoffs or defenses.
16. Agreement to be Recorded. This Agreement and any amendment, modification, award, decree or order in furtherance of and as provided for hereunder, shall be recorded in the public records of Onondaga County, and shall be deemed prior in title to any ground lease, deed of trust or mortgage which is now or may hereafter be placed upon any of Lots 1, 2 or 3.
17. Illegality, Invalidity and Severability. Should any section or any part of this agreement be rendered void, invalid, or unenforceable by any arbitration panel or court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section in this agreement.
18. Attorney's Fees to Prevailing Party. In the event of any litigation or arbitration whatsoever concerning any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, including but not limited to the breach hereof, or the interpretation hereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees, disbursements and costs incurred therein, or in the enforcement of and/or collection of any judgment or award rendered therein. The prevailing party means the party determined by the arbitrator or Court to have most nearly prevailed, even if such party did not prevail in all matters, not necessarily the one in whose favor judgment or award is rendered. In the event of any material breach or default by a party under this agreement, such defaulting or materially breaching party shall pay all the expenses and attorneys fees incurred by any other party in connection with such breach or default, whether or not any litigation or arbitration is commenced.

19. Arbitration. Provisional Remedies. Any and all issues or disputes hereunder whatsoever, including but not limited to any issues of interpretation, material or unreasonable interference, violative conduct, damages, location of rights/easements granted, the reasonableness of or necessity for same, liability for performance and/or expense of Construction & Installation or Repairs & Maintenance of (a) Benefiting or Burdened Lot Owner, denial of the CON, removal of legal requirement for a CON or any other issue whatsoever, shall be determined by compulsory tripartite arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and Articles 75 and 78 of the Civil Practice Law & Rules of the State of New York (as same shall be amended or replaced) upon a twenty (20) day prior written Notice and demand of any party affected thereby. Notwithstanding same, any affected party may, as and if otherwise appropriate and legally permissible, seek provisional remedies or temporary injunctive relief via a judicial action or proceeding to the extent that arbitration will not adequately address such issue(s) in a prompt and expedited manner. The award of the arbitrators shall be final and binding, except where a request for judicial review is sustained based upon a ground set forth in CPLR. 7511 (b) (1), 7511 (c) or 7803 (as same shall be amended or replaced). Unless the court has issued a stay, restraining, or similar order pending such review, the award of the arbitrators shall be binding and enforceable unless and until modified, reversed, or vacated by the Court. The agreement and undertakings by each party hereto may be enforceable by specific performance, it being agreed that an action for money damages alone may not be an adequate remedy for a breach of this Agreement. In the event a request for specific performance is made hereunder, the arbitration panel provided for hereunder may award same, however subject to the provisions hereof regarding judicial review of an arbitration award.
24. Indemnification. Each party and Lot bound hereby shall indemnify, defend, and hold the others harmless from and against and in respect of any and all liabilities, losses, damages, claims, costs and expenses whatsoever, including but not limited to, attorney's fees, arising out of or due to (a) any negligent or other wrongful act or omission by such Lot or party, or by their contractor, agent or other acting on their behalf, or, (b) any contractual liability or obligation hereunder, or (c) a default hereunder or (d) a breach of any duty, obligation, representation, restriction, warranty or covenant contained in or required under this Agreement, or (e) and any and all actions, suits, proceedings, demands, assessments, damages, judgments, costs and expenses incidental to any of the foregoing.
21. Notice. Any notice, request, approval, consent or other communication whatsoever which may be given or is required to be given under the terms of this Agreement ("Notice") shall be in writing, and shall be transmitted either by personal delivery to the respective party, Lot or Unit Owner or via certified mail, return receipt requested, as follows: to the respective party, Lot or Unit Owner, at such party's address as (and if) set forth on the first page of this Agreement or at the mailing address of the respective Lot or Unit Owner pursuant to the most current assessment records of the Town of Manlius as such records exist on the date such Notice is to be given. Any Notice to ST. JOSEPH'S shall be sent to the attention of the Chief Executive Officer. Notice by mail shall be deemed delivered, effective, sent, made or received two (2) business days after the date of mailing. Any reference in this Agreement to a tender, notice, demand, request, application or communication between or among a Lot or Unit Owner thereof or the parties hereto deemed to require such communication by a Notice as provided

9500-07-00080

for in this Paragraph 21. The above addresses may be changed by Notice from the party whose address is being changed and such address change shall be effective only upon actual receipt by the other party of the Notice of such change. Any time the Owner(s) of Lot 2 is (are) entitled to receive Notice, such Notice shall also be sent to the Owner of the Surgery Center Unit, who shall, have the same right to receipt of Notice as a Lot Owner.

22. Notwithstanding any other provision set forth in this Agreement no rights granted hereunder to any Lot shall result in the reduction of any parking spaces for Lot 2, as that parking is shown on Exhibit A, page A-1 and no additional easements or rights-of-way for roadways, to benefit Lot 1 or Lot 3 shall be located on Lot 2) In the event of any violation of the provisions of this Paragraph 22, the defaulting party shall indemnify, hold harmless and defend the owner of the other Lots from and against all actions, liabilities, damages, claims or other losses resulted from such violation, and in addition to any other remedy at law or in equity, the non-defaulting Lot(s) shall have the right to obtain injunctive relief, it being agreed that money damages are insufficient in the event of a breach of this Paragraph 22.

23. **Relocation of Facilities.** All other provisions of this Agreement to the contrary notwithstanding, in the event Facilities benefitting other Lots have been constructed and installed in accordance herewith, and thereafter a Burdened Lot desires to relocate certain Facilities located on such Burdened Lot and which Facilities benefit any other Lots, such relocation shall be permitted subject to all of the following:

- (i) such Burdened Lot shall be responsible for performance of Construction & Installation of such relocated Facilities subject to this Agreement including in particular but not limited to the provisions contained in Paragraphs 1(b), 2, 3, 4 and 5;
- (ii) such Burdened Lot shall not interfere with nor terminate any Benefiting Lot's use of the Facilities to be relocated unless and until the newly Constructed & Installed relocated Facilities are fully operational and capable of providing the same capacity of use as the Facilities being replaced;
- (iii) the Total Cost of Construction & Installation of the relocated new Facilities, all cost and expense of removal of the replaced Facilities, restoration of the Burdened Lot and any other Lot(s) damaged by such removal and relocation shall be incurred and paid for by the Burdened Lot at its sole cost and expense;
- (iv) the Burdened Lot performing the Construction & Installation of such relocated Facilities shall be responsible for any and all damage(s) resulting from its acts or omissions (committed during the course of such removal and/or Construction & Installation) in accordance with Paragraph 20 of this Agreement.

24. Legal Description. A legal description of the Parcel is attached hereto and made a part hereof as Exhibit B.

EXHIBIT B

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 64 in the Town of Manlius, County at Onondaga and State at New York and more particularly bounded and described as follows: Commencing at a point in the center line of North Burdick Street which center line is also the easterly line of said Lot No. 64, which point is 2890.3 feet northerly from the north line of Genesee Street; thence North 79 degrees 42' 30" West along a northerly line of lands of Andrea Acres, Inc., 495.33 feet to an iron pipe; thence North 8 degrees 15' 00" East along a fence, along an easterly boundary line of lands of said Andrea Acres, Inc., 441 feet to an iron pipe; thence North 82 degrees 27' 00" West along a fence marking a northerly boundary line of lands of Andrea Acres, Inc., 2088.25 feet to the westerly line of the premises of the grantors, which westerly line is the easterly line of the "Homewood" Tract according to Map No. 2019 thereof filed in Onondaga County Clerk's Office; thence North 7 degrees 34' 25" East along the westerly line of grantors' premises, which westerly line is also the easterly line of said "Homewood" Tract, and as the same is extended and prolonged 1846.06 feet to the center line of Cedar Bay Roads; thence S. 74 degrees 51' 20" East along said center line 953.39 feet; thence continuing along said center line South 80 degrees 09' 20" East 488.84 feet; thence continuing along said center line South 72 degrees 19' 00" East 506.26 feet; thence South 37 degrees 51' 50" East 469.55 feet; thence South 53 degrees 24' 20" West 24.75 feet; thence South 28 degrees 04' 50" East 67.60 feet; thence on a curve to the right with radius of 920.18 feet and whose chord is South 14 degrees 19' 40" East 697.34 feet, a distance of 715.21 feet; thence South 3 degrees 07' 20" East 52.13 feet; thence South 82 degrees 03' 40" East 24.75 feet to the center line of North Burdick Street; thence South 7 degrees 51' 30" West along said center line of North Burdick Street 975.79 feet to the point and place of beginning, containing 100.07 acres of land, more or less.

Together with any contiguous gores of land in which grantors may have any right, title or interest.

EXCEPTING AND RESERVING THEREFROM, ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Manlius, Onondaga County, State of New York, and being situate in Farm Lot 64 of said Town, bounded and described as follows:

BEGINNING at a point in the westerly line of North Burdick Street, as widened by a conveyance to the County of Onondaga and recorded in Book of Deeds 2538 at Page 700 in the Onondaga County Clerk's Office on June 25, 1974, at the intersection of said westerly line with the northerly line of a parcel of land conveyed to Robert Ryan as recorded in Book of Deeds No. 2636 at Page 694 in the Onondaga County Clerk's Office, (said northerly line being also the southerly line of a parcel of land conveyed to Speros Dellas, et. al. and recorded in Book of Deeds No. 2306 at Page 575 in the Onondaga County Clerk's Office on July 9, 1966); running thence North 6 degrees 32' 26" East a distance of 190.64 feet along the Westerly line of North Burdick Street to an angle point therein; thence North 7 degrees 48' 44" East a distance of 109.60 feet along said westerly line of North Burdick Street to a point therein which is the southeast corner of a parcel conveyed by Dellas to Joseph J. Romano by deed dated June 19, 1984 as recorded in the Onondaga County Clerk's Office on July 10, 1984 in Book of Deeds No. 3103 at Page 250; thence North 79 degrees 42' 30" West a distance of 261.74 feet to a point; thence South 7 degrees 51' 30" West a distance of 100.00 feet to a point in the northerly line of said parcel conveyed to R. Ryan, aforementioned, (being also the southerly line of lands conveyed to Dellas, aforementioned); thence, South 79 degrees 42' 30" East along the

9500-07-00080

northerly line of said parcel conveyed to R. Ryan (and the southerly line of the parcel conveyed to Dellas) to the point and place of beginning.

Together with all of the right, title and interest of grantor, if any, in and to the lands lying between the aforementioned westerly line of North Burdick Street and the original centerline of North Burdick Street as it existed prior to the widening by conveyance in 1974.

Being and intending to describe a portion of the property conveyed to the grantor herein by Bertha T. Palmer, Catherine J. Langenmayr and Everett L. Palmer by deed dated July 1, 1966 in Book of Deeds No. 2306 at Page 575&c.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Manlius, County of Onondaga and State of New York, being part of Lot 64 in said Town and being more specifically described as follows:

BEGINNING at a point in the westerly line of North Burdick Street, as widened by a conveyance to the County of Onondaga and recorded in Book of Deeds 2538 at Page 700 in the Onondaga County Clerk's Office on June 25, 1974, measured on the following courses and distances from the intersection of said westerly line with the northerly line of a parcel of land conveyed to Robert Ryan and recorded in Book of Deeds 2626 at Page 694 in the Onondaga County Clerk's Office, (said northerly line being also the southerly line of a parcel of land conveyed to Speros Dellas, et al and recorded in Book of Deeds 2306 at Page 575 in the Onondaga County Clerk's Office on 7/5/66); North 6 degrees 32' 24" East a distance of 190.64 feet along the westerly line of N. Burdick Street to an angle point and North 7 degrees 48' 44" East a distance of 109.60 feet along the westerly line of N. Burdick Street to the place of beginning; running thence North 79 degrees 42' 30" West a distance of 261.74 feet to a point; thence South 7 degrees 51' 30" West a distance of 300.00 feet to a point in the northerly line or said parcel conveyed to R. Ryan, aforementioned, (being also the southerly line of lands conveyed to Dellas, aforementioned); thence North 79 degrees 42' 30" West a distance of 195.33 feet along the northerly line of said parcel conveyed to R. Ryan to a point; thence North 8 degrees 15' 00" East a distance of 529.86 feet to a point; thence South 79 degrees 42' 30" East a distance of 453.25 feet to a point in the westerly line of North Burdick Street, as widened; thence South 7 degrees 48' 41" West a distance of 230.01 feet along the westerly line of North Burdick Street to the place of beginning.

Containing 3.73 acres of land more or less exclusive of the highway.

Subject to an easement to Onondaga Water Authority recorded in Book of Deeds 2512 at Page 933.

Subject to any other easements and restrictions of record.

Recites: Being the same premises conveyed at set out No. 36.

9500-07-00080

41. East Medical Center, L.P., a
New York Limited Partnership
with offices located c/o AJM
Management, 5100 W. Taft Road
(Unit 5C), Liverpool, NY 13088

Warranty Deed with Lien Covenant

Dated: February 5, 1998
Ack.: February 5, 1998
Cons.: \$1.00
Trans. Tax: Exempt
Rec.: March 25, 1998
Book 4227 Page 37

-to-

DB Real Estate of Fayetteville, a
New York General Partnership with
offices located c/o James Messinger,
Esq., The Galleries of Syracuse,
Suite 211, 411 South Salina Street,
Syracuse, NY 13202

CONVEYS:

SCHEDULE A
Lots 3 & 4

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 64 in the Town
of Manlius, County of Onondaga and State of New York and being more particularly
bounded and described as follows:

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 64 in the Town
of Manlius, County of Onondaga and State of New York and being more particularly
bounded and described as follows:

Commencing at a point on the westerly margin of North Burdick Street (variable width)
at its intersection with the division line between the lands now or formerly of Joseph J.
Romano as described in Book 3103 of Deeds at Page 250 on the south and the lands now
or formerly of DB Real Estate of Fayetteville, Inc. as described in Book 3817 of Deeds at
Page 188 on the north; thence along said margin the following two (2) courses: 1) North
07 deg. 48 min: 36 sec. East, 210.20 ft. to a point; and 2) North 07 deg. 48 min. 36 sec.
East, 90.00 ft. to the Point of Beginning; thence through the said lands of DB Real Estate
of Fayetteville, Inc. the following six (6) courses: 1) North 82 deg. 03 min. 59 sec. West
298.46 ft. to a point of curvature; thence 2) along the arc of tangent curve to the right of
radius 255.00 ft., length of 221.92 ft. and chord of North 57 deg. 08 min. 05 sec. West,
214.98 ft. to a point of reverse curvature; thence 3) along the arc of a reverse curve to the
left of radius 517.00 ft., length of 452.14 ft. and chord of North 57 deg. 15 min. 26 sec.
West, 437.87 ft. to a point; thence 4) North 08 deg. 00 min. 20 sec. East 254.01 ft. to a
point of curvature; thence 5) along the arc of a tangent curve to the left of radius 94.00 ft.,
length of 7.26 ft. and chord of North 05 deg. 47 min. 32 sec. East, 7.26 ft. to a point; and
6) North 66 deg. 22 min. 43 sec. East, 690.23 ft. to a point on the said westerly margin of
North Burdick Street (variable width); thence the following six (6) courses along said
margin: 1) South 46 deg. 35 min. 54 sec. East 2.79 ft. to a point; thence 2) South 28 deg.
04 min. 50 sec. East 67.60 ft. to a point; thence 3) along the arc of a non-tangent curve to
the right of radius 920.18 ft., length of 316.58 ft. and chord of South 26 deg. 44 min. 18
sec. East, 315.02 ft. to a point; thence 4) South 06 deg. 56 min. 07 sec. East 233.54 ft. to
a point; thence 5) South 01 deg. 48 min. 14 sec. West, 196.26 ft. to a point; and 6) South
07 deg. 48 min. 36 sec. West 160.59 ft. to the point of beginning, containing 12.151 acres
more or less.

FOR REFERENCE ONLY

DB REAL ESTATE OF FAYETTEVILLE, A
NEW YORK LIMITED PARTMENTSHIP,
C/O TED DELLAS, 6864 COLONIAL DRIVE,
FAYETTEVILLE, NEW YORK 13066

WARRANTY DEED
WITH LIEN COVENANT

DATED: SEPTEMBER 9, 2011
ACK'D: SEPTEMBER 9, 2011
CONSIDERATION: \$1.00
REVENUE STAMPS: \$3,000.00
REC'D: SEPTEMBER 21, 2011
@ 3:22 P.M.
BK. 5175 PG. 549

TO

CANAL PROPERTIES II, LLC, A NEW YORK
LIMITED LIABILITY COMPANY, C/O
DOUGLAS E. ULRICH, 350 LINDEN OAKS,
ROCHESTER, NEW YORK 14625

CONVEYS,

ALL THAT TRACT OR PARCEL OF LAND SITUATE IN PART OF MILITARY
LOT NO. 64 IN THE TOWN OF MANLIUS, COUNTY OF ONONDAGA AND STATE OF
NEW YORK, BEING LOT NO. 1 AS SHOWN ON THE CANAL PROPERTIES LLC
SUBDIVISION FILED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON AUGUST
9, 2011 AS MAP NO. 11405 AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY RIGHT OF WAY LINE OF NORTH
BURDICK STREET (VARIABLE WIDTH RIGHT OF WAY) AT ITS INTERSECTION
WITH THE SOUTHERLY RIGHT OF WAY LINE OF MEDICAL CENTER DRIVE (90
FOOT WIDE PRIVATE RIGHT OF WAY); THENCE (1) SOUTH 07° 48' 36" WEST AND
ALONG SAID WESTERLY RIGHT OF WAY LINE OF NORTH BURDICK STREET A
DISTANCE OF 210.20 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF
SAID LOT NO. 1; THENCE (2) NORTH 79° 42' 30" WEST AND ALONG THE
SOUTHERLY BOUNDARY LINE OF SAID LOT NO. 1 A DISTANCE OF 325.49 FEET TO
A POINT; THENCE (3) NORTH 10° 17' 30" EAST A DISTANCE OF 197.45 FEET TO A
POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF MEDICAL CENTER DRIVE;
THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID MEDICAL
CENTER DRIVE THE FOLLOWING TWO COURSES AND DISTANCES; (4) EASTERLY
AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 345.00 FEET AN ARC

2
DISTANCE OF 18.19 FEET TO A POINT OF TANGENCY; (5) SOUTH 82° 03' 59" EAST
A DISTANCE OF 298.46 FEET TO THE POINT AND PLACE OF BEGINNING.

HEREBY INTENDING TO DESCRIBE A PARCEL OF LAND CONTAINING
1.500+/- ACRES AND BEING LOT NO. 1 AS SHOWN ON A MAP ENTITLED "CANAL
PROPERTIES LLC SUBDIVISION MADE BY PHILLIPS & ASSOCIATES, SURVEYORS,
P.C., DATED JUNE 13, 2011, BEING FILE NO. 2735.011.

SUBJECT TO THE BENEFITS AND BURDENS OF THE RECIPROCAL
EASEMENT (AND RELATED COVENANTS AND RESTRICTIONS) AGREEMENT FOR
INGRESS AND EGRESS OVER MEDICAL CENTER DRIVE, A PRIVATE RIGHT OF
WAY MADE BY EAST MEDICAL CENTER, L. P., D/B/A NORTHEAST MEDICAL
CENTER, A NEW YORK LIMITED PARTNERSHIP, DB REAL ESTATE OF
FAYETTEVILLE, A NEW YORK GENERAL PARTNERSHIP, ST. JOSEPH'S HOSPITAL
HEALTH CENTER, A NEW YORK NOT FOR PROFIT CORPORATION, AND ST.
JOSEPH'S HEALTH CENTER PROPERTIES, INC., A NEW YORK NOT FOR PROFIT
CORPORATION, DATED JUNE 5, 1997 AND RECORDED FEBRUARY 9, 1998 IN THE
ONONDAGA COUNTY CLERK'S OFFICE IN BOOK 4216 OF DEEDS AT PAGE 102.

SUBJECT TO EASEMENTS, COVENANTS, RIGHTS OF WAY AND
RESTRICTIONS OF RECORD, IF ANY, AFFECTING SAID PREMISES.

BEING A PORTION OF THE PREMISES CONVEYED TO THE GRANTOR
HEREIN BY EAST MEDICAL CENTER, L.P., BY WARRANTY DEED DATED
FEBRUARY 5, 1998 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S
OFFICE MARCH 25, 1998 AND RECORDED IN BOOK 4337 OF DEEDS AT PAGE 37&C.

DB REAL ESTATE OF FAYETTEVILLE, A
NEW YORK LIMITED PARTNERSHIP C/O
TED DELLAS, 6964 COLONIAL DRIVE,
FAYETTEVILLE, NEW YORK 13066

QUIT CLAIM DEED

DATED: OCTOBER 15, 2012
ACK'D: OCTOBER 15, 2012
CONSIDERATION: \$10.00
REVENUE STAMPS: NONE
REC'D: MARCH 27, 2013
@ 11:18 A.M.

TO

DB REAL ESTATE FAYETTEVILLE LLC,
A NEW YORK LIMITED LIABILITY COMPANY,
802 SOUTH CROUSE AVENUE, SYRACUSE,
NEW YORK 13210

BK. 5233 PG. 385

CONVEYS, WITH OTHER PREMISES,

ALL THAT TRACT OR PARCEL OF LAND, BEING PART OF LOT NO. 64 IN THE TOWN OF MANLIUS, COUNTY OF ONONDAGA AND STATE OF NEW YORK AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY MARGIN OF NORTH BURDICK STREET (VARIABLE WIDTH) AT ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF JOSEPH J. ROMANO AS DESCRIBED IN BOOK 3103 OF DEEDS AT PAGE 250 ON THE SOUTH AND THE LANDS NOW OR FORMERLY OF DB REAL ESTATE OF FAYETTEVILLE, INC. AS DESCRIBED IN BOOK 3817 OF DEEDS AT PAGE 188 ON THE NORTH; THENCE NORTH 79 DEG. 42 MIN. 30 SEC. WEST ALONG SAID DIVISION LINE, 453.25 FT. TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF ROMANO ON THE EAST AND THE SAID LANDS OF DB REAL ESTATE OF FAYETTEVILLE, INC. ON THE WEST; THENCE SOUTH 08 DEG. 15 MIN. 00 SEC. WEST ALONG SAID DIVISION LINE, 88.86 FT. TO ITS INTERSECTION WITH THE DIVISION LINE BETWEEN THE SAID LANDS OF DB REAL ESTATE OF FAYETTEVILLE, INC. ON THE NORTH AND FAYETTEVILLE MALL ON THE SOUTH; THENCE NORTH 82 DEG. 27 MIN. 00 SEC. WEST ALONG SAID DIVISION LINE, 438.79 FT. TO A POINT; THENCE THROUGH THE SAID LANDS OF DB REAL ESTATE

OF FAYETTEVILLE, INC. THE FOLLOWING FOUR (4) COURSES: 1) NORTH 08 DEG. 00 MIN. 20 SEC. EAST 557.70 FT. TO A POINT; THENCE 2) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT OF RADIUS 427.00 FT., LENGTH OF 373.93 FT. AND CHORD OF SOUTH 57 DEG. 17 MIN. 26 SEC. EAST, 362.10 FT. TO A POINT OF REVERSE CURVATURE; THENCE 3) ALONG THE ARC OF A REVERSE CURVE TO THE LEFT OF RADIUS 345.00 FT., LENGTH OF 300.25 FT. AND CHORD OF SOUTH 57 DEG. 08 MIN. 05 SEC. EAST, 290.86 FT. TO A POINT OF TANGENCY; AND 4) SOUTH 82 DEG. 03 MIN. 50 SEC. EAST 298.46 FT. TO A POINT ON THE SAID WESTERLY MARGIN OF NORTH BURDICK STREET (VARIABLE WIDTH); THENCE SOUTH 07 DEG. 48 MIN. 36 SEC. WEST ALONG SAID MARGIN, 210.20 FT. TO THE POINT OF BEGINNING, CONTAINING 6.879 ACRES MORE OR LESS.

EXCEPTING AND RESERVING THEREFROM ALL THAT TRACT OR PARCEL OF LAND CONVEYED TO CANAL PROPERTIES II, LLC, BY THE GRANTOR HEREIN, BY WARRANTY DEED DATED SEPTEMBER 9, 2011 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE SEPTEMBER 21, 2011, IN BOOK 5175 OF DEEDS AT PAGE 549&C.

SUBJECT TO EASEMENTS, RIGHTS OF WAY, COVENANTS AND RESTRICTIONS OF RECORD, IF ANY, AFFECTING SAID PREMISES.

BEING A PORTION OF THE SAME PREMISES CONVEYED TO THE GRANTOR HEREIN BY EAST MEDICAL CENTER L.P., BY WARRANTY DEED DATED FEBRUARY 5, 1998 AND RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE FEBRUARY 25TH, 1998 IN BOOK 4227 OF DEEDS AT AGE 037&C.

County of Onondaga: ss.;

ALLIED AMERICAN ABSTRACT CORP., A New York Corporation hereby certifies to the record owners of an interest in or a specific lien upon the premises described in: **NO. 44** on the date hereof, and their successors in interest of record, that upon an examination of the records found in the **ONONDAGA** County Clerk's Office affecting said premises, that the setout designated herein by numbers **43** thru **44** inclusive, were the only instruments affecting or appearing to affect said premises in the following INDICES:

1. UNPAID State and County Taxes XXXX TO XXXX
UNPAID City and Local Taxes XXXX TO XXXX
2. Deeds, Mortgages, including loan commissioners' mortgages, **Lis Pendens** and **Sheriff's Certificate of Sale**,
3. 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 30 days 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,
4. GENERAL INDICES to Decedents estates in the office of the **SURROGATE OF ONONDAGA COUNTY**,
5. FEDERAL JUDGMENTS (where the United States or its Instrumentalities are a plaintiff) for twenty years last past,
against the names of the parties appearing in the within abstract, each during their respective record periods of interest from **JULY 11, 2011 at 8:00 A.M.** 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 Judgment or Transcripts of Judgments or 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:

DB REAL ESTATE OF FAYETTEVILLE)
JOHN DELLAS, PARTNER)
NICK DELLAS, PARTNER)
TED DELLAS, PARTNER)
SPEROS DELLAS EXEMPTION TRUST, AS PARTNER)
JOHN SPEROS DELLAS, TRUSTEE)
MARY DELLAS TRUSTEE) FROM JULY 11, 2011 TO MARCH 28, 2013
DB REAL ESTATE FAYETTEVILLE LLC) FROM AUGUST 26, 2005 TO AUGUST 26, 2015

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 error and omissions insurance coverage of at least \$1,000,000.00.

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.

IN WITNESS WHEREOF: **ALLIED AMERICAN ABSTRACT CORP.**, has caused its seal to be affixed and this CERTIFICATE to be signed, by its Authorized Representative by Order of the Board of Directors, this 26TH DAY OF AUGUST, 2015 AT 8:00 A.M.

ALLIED AMERICAN ABSTRACT CORP.

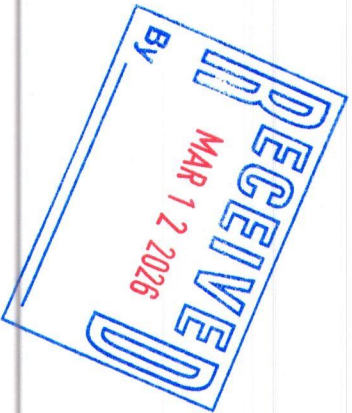
Michael F. Agostini

By _____
Authorized Representative

Abstract File No.: 151719

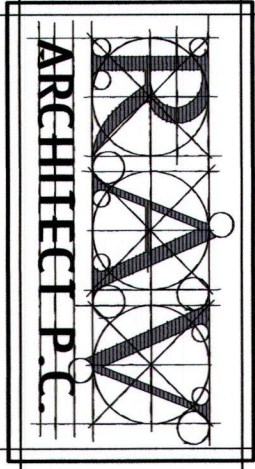
1
1/8" = 1'-0"

Front Elevation



Not to Scale
This drawing is a conceptual rendering of the building and is not intended to be used for construction purposes. It is for informational purposes only. The Architect does not warrant the accuracy of the information contained herein. The Architect is not responsible for any errors or omissions in this drawing. The Architect is not responsible for any construction or other matters related to this project or the completion of this project. For additional information, please contact the Architect.

ROD A. VANDERWATER
ARCHITECT, P.C.
LIVERPOOL, NY 13080
516-261-1234
rod@vandervaterpc.com



PROJECT TITLE & LOCATION:

Burdick Street Apartments
Medical Center Drive
Fayetteville, NY

REVISIONS	

DRAWING TITLE	
Elevations	

DRAWING INFORMATION	
Scale	1/8" = 1'-0"
Drawn	RAV
Checked	RAV
Date	07/09/02
Proj. No.	26-031

DRAWING NUMBER	
A1	

RAV
ARCHITECT P.C.

ROD A. VANDERWATER
ARCHITECT, P.C.

7515 Morgan Road
Lafayette, LA 70504
504.934.4517
rod@vandervater.com

7515 Morgan Road
Lafayette, LA 70504
504.934.4517
rod@vandervater.com

The drawings, specifications and other documents prepared by the Architect for this project are prepared for the Architect's use only and are not to be used for any other purpose. The Architect is not responsible for the use of these drawings for any other purpose. The Architect is not responsible for the use of these drawings for any other purpose. The Architect is not responsible for the use of these drawings for any other purpose.

PROJECT TITLE & LOCATION:

Burdick Street Apartments
Medical Center Drive
Fayetteville, NY

REVISIONS

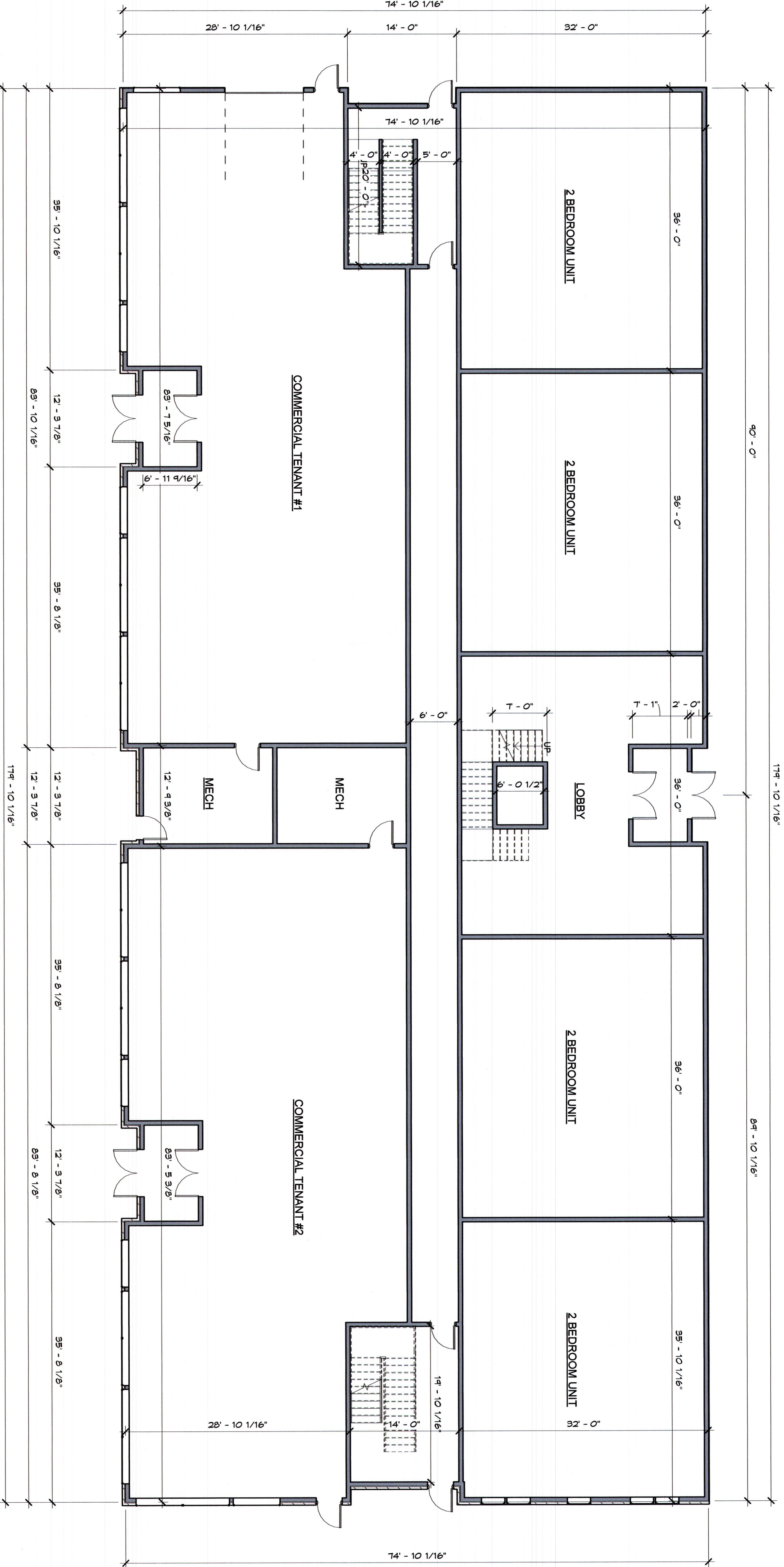
DRAWING TITLE

First Floor
Plan

DRAWING INFORMATION	
Scale	As indicated
Drawn	RAV
Checked	RAV
Date	xx/xx/23
Proj. No.	26-031

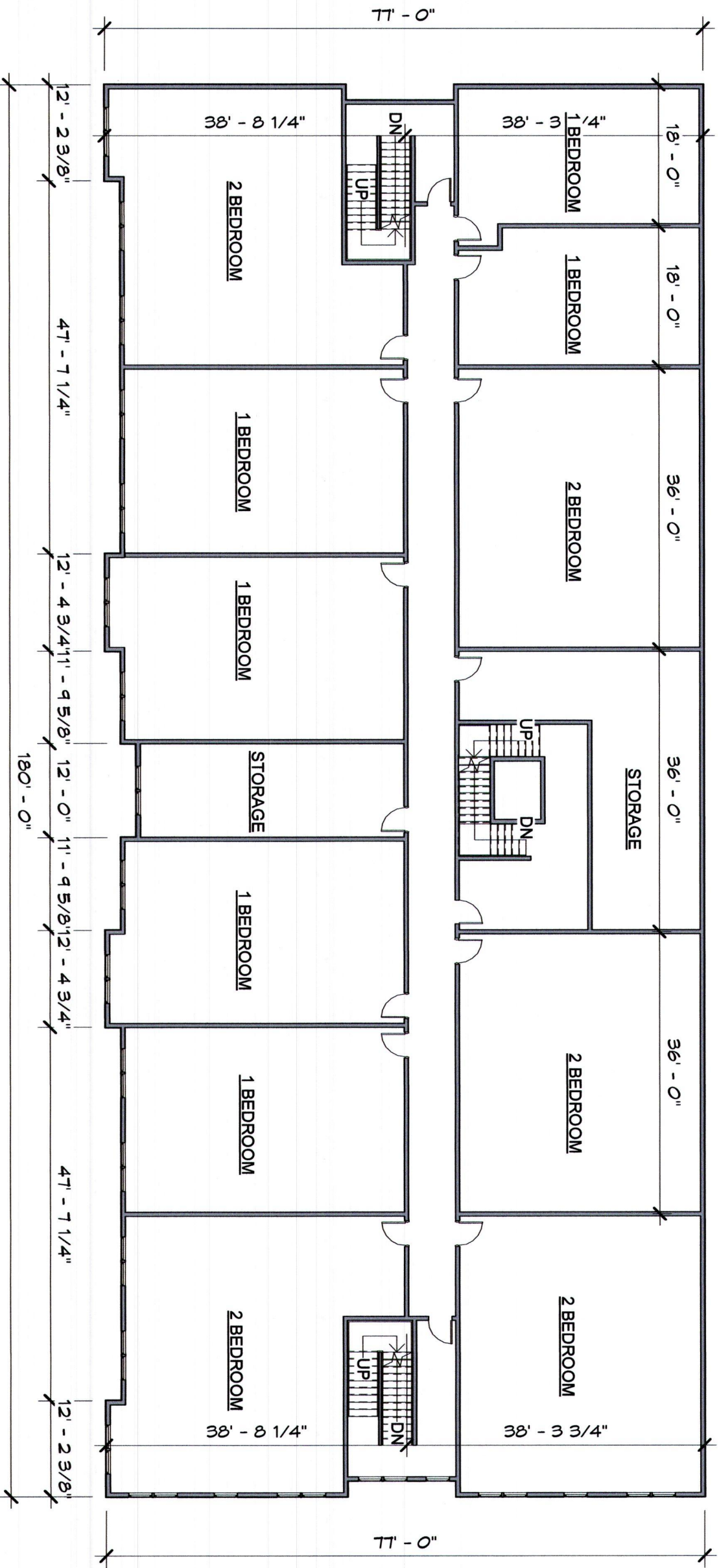
DRAWING NUMBER

A3



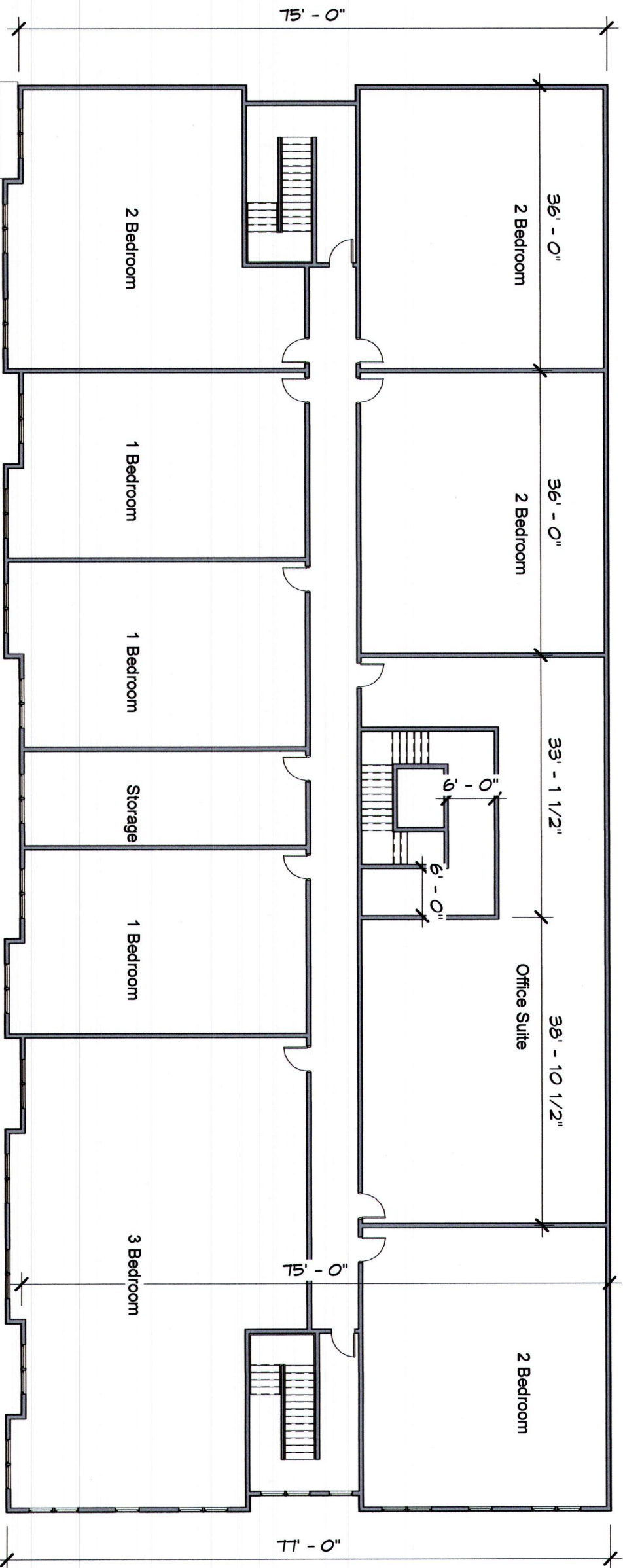
1
1/8" = 1'-0"

First Floor Plan



2
1/16" = 1'-0"

Second Floor / Third Floor Similar



3
1/16" = 1'-0"

Fourth Floor