

SYRACUSE URBAN RENEWAL AGENCY

REGULAR MEETING

August 27, 2013

3:00 P.M.

Mayor's Conference Room

AGENDA

CORRESPONDENCE

- Letter dated August 19, 2013 from Kate Auwaerter Syracuse-Onondaga County Planning Agency regarding a request to hold a Food Truck Roundup in Perseverance Park

GENERAL

Resolution No. 3254

Resolution Authorizing the Disposal of 1501 and 1503 South Salina Street to the Highest Recorded Bidder at Auction and for Less than Fair Market Value

Resolution No. 3255

Resolution Authorizing the Disposal of 618 West Brighton Avenue to the Highest Recorded Bidder at Auction and for Less than Fair Market Value

Resolution No. 3256

Resolution authorizing the procurement of appraisal services from Wicker Appraisal Associates, Inc.

Resolution No. 3257

Resolution Authorizing the Use of Perseverance Park for a Food Truck Roundup

Resolution No. 3258

Resolution Designating Jubilee Homes of Syracuse, Inc. as a Qualified and Eligible Sponsor for the Jubilee Supermarket Project

Items for Discussion

Paul Driscoll – Adjacent Owner Vacant Lot Purchase Incentives

Paul Driscoll - Property Insurance

Other Business

Adjournment



SYRACUSE-ONONDAGA COUNTY PLANNING AGENCY



Stephanie A. Miner
Mayor

Andrew M. Maxwell
Director

Joanne M. Mahoney
County Executive

MEMORANDUM

Date: August 19, 2013

To: Paul Driscoll

Cc: Andy Maxwell
Owen Kerney

From: Kate Auwaerter

Re: Food Truck Roundup in Common Center/Perseverance Park

Proposal:

The City Planning Division (CPD) and Downtown Committee (DTC) propose to organize a Food Truck Roundup in Perseverance Park/Common Center on Wednesday, September 18, from 11:30 a.m.– 1:30 p.m. The Roundup will include local specialty food trucks that will park on the SURA-owned plaza area. People will be invited to come get lunch, stay and eat at picnic benches (through the Parks Department) or on the park steps, and enjoy the park over their lunch break.

This concept has worked well in other communities across the country – Rochester has a monthly “Rodeo” that starts in May and ends in September. Locally, we have 6 or more food trucks that may be able to participate as well as other smaller vendors – Café Kubal, Gannons and the Columbus Bakery all have mobile carts and might want to participate.

The purpose of the Roundup is twofold: the DTC sees this as a new activity that enlivens downtown and highlights local vendors. From the CPD’s standpoint, this is an effort to “reactivate” the Perseverance Park/Common Center space in anticipation of a larger conversation about the future of the park and plaza area. We hope to use the Roundup as a way to initiate the discussion on-site.

We will charge a minimal vendor fee (\$25) and also will require a refundable \$100 deposit for cleanup. All the vendors will have the requisite Health Department permits and as well as event insurance naming the City and SURA as additionally insured.

The Downtown Committee is developing marketing materials (logo, posters, etc.) and we will advertise through our websites, email blasts. Don Cazentre from the Post Standard will also help spread the word through the paper and his blog.

Thank you for your consideration of this request to use the SURA owned park and plaza area. Please let me know if you have any questions.

**RESOLUTION AUTHORIZING THE DISPOSAL OF 1501 AND 1503
SOUTH SALINA STREET TO THE HIGHEST RECORDED BIDDER AT
AUCTION AND FOR LESS THAN FAIR MARKET VALUE**

WHEREAS, SURA acquired the vacant commercial parcels commonly known as 1501 and 1503 South Salina Street, Syracuse, NY, Tax Map Numbers 085.-11-23.0 and 085.-11-22.0 (hereinafter collectively the "Property") pursuant to the authorization granted by SURA Resolution Nos. 3193 and 3194 ; and

WHEREAS, the Property consists of two vacant commercial lots; and

WHEREAS, on July 26, 2013 SURA, pursuant to SURA's property disposition guidelines, published notice of sale which included the notice of auction, the terms of auction, and the qualifications for bidders; and

WHEREAS, on August 26, 2013, SURA held an auction of the Property; and

WHEREAS, on August 26, 2013 at auction there was one bid for the Property by Syracuse IV Star Redevelopment, LLC (hereinafter the "Bidder") whose bid was for one dollar (\$1.00) plus the additional rent described in the Lease; and

WHEREAS, pursuant to the Bidder's application, the Bidder will within 120 days of receiving all approvals, construct, a parking lot on the Property, in accordance with local law requirements, plans and specifications; and

WHEREAS, the Bidder's application indicates that the Property will be used as parking for the tenants of 1445 South Salina Street, tenant's guests and for the employees or agents working at 1445 South Salina Street; and

WHEREAS, the Bidders application requests that the Property be disposed of by 15 year lease with a 15 year renewal period, with rent set at \$1 for the term and additional rent to include the improvements to the Property, and any real property taxes or charges attributable to the Property; and

WHEREAS, a copy of the proposed lease is attached to this resolution as Appendix "B"; (hereinafter the "Lease"); and

WHEREAS, Disposition of the Property by lease to the Bidder would further the purpose, mission, and goals for the Urban Renewal Agency in furtherance of the Greater Syracuse Urban Renewal Plan; and

WHEREAS, SURA has received an appraisal of the lease of the Property and the appraisal reflects that the appraised value of the lease of the Property is thirty one thousand dollars (\$31,000.00); and

WHEREAS, Public Authorities Law § 2897 (7)(a)(ii) and SURA Property Disposition Guideline 6.1(B) allows for SURA to dispose of real property for less than its fair market value when the purpose of the transfer is within the purpose, mission, or governing statute of the Public Authority; and

WHEREAS, the purpose of the transfer of the Property to the Bidder is to address blight in the Urban Renewal area, pursuant to the Urban Renewal Plan and Article 15 and 15-A of the General Municipal Law, by transferring the Property to a purchaser who will be responsible for the Property, make certain improvements to the property and ensure that the Property is no longer a blighting influence on the neighborhood.; and

WHEREAS, Public Authorities Law § 2897(7)(b) and SURA Property Disposition Guideline 6.2 requires that the Board and the public be provided with certain information (hereinafter the “Information”) whenever a below fair market asset transfer is proposed; and

WHEREAS, the Information required to be provided to the Board and the Public pursuant to Public Authorities Law § 2897(7)(b) and SURA Property Disposition Guideline 6.2 is attached and incorporated into this Resolution as Appendix “A”; and

WHEREAS, the Information was provided to the members of the Board on August 26, 2013 and made available to the Public on that same date; and

WHEREAS, Public Authorities Law § 2897(7)(c) and SURA Property Disposition Guideline 6.3 allows for the Board to approve of the disposal of Property for less than fair market value upon the consideration of the Information and upon a determination that there is no reasonable alternative to the proposed below market disposal that would achieve the same purpose of the transfer.

NOW THEREFORE, BE IT RESOLVED, that upon the consideration of the Information SURA finds and determines that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose of the disposal; and

BE IT FURTHER RESOLVED, that SURA approves of the disposal of the Property at below market value for the bid amount of (\$1.00) , and upon the general terms and conditions of the Lease to the Bidder; and

BE IF FURTHER RESOLVED, that the Bidder shall pay any and all costs (if any) associated with the closing on the lease, and

BE IF FURTHER RESOLVED, that the Bidder shall be responsible for and shall pay all current, late, and delinquent, and future real property taxes on the Property; and; and

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to execute a lease of the property on behalf of SURA which is in substantially the same form as the Lease hereby attached to this resolution as Appendix B; and

BE IT FURTHER RESOLVED, that any other documents necessary to implement this resolution shall be in a form that shall be satisfactory to SURA counsel; and following such approval by counsel, SURA further authorizes its Chair to execute said documents on behalf of SURA.

DATED: August 27, 2013

SYRACUSE URBAN RENEWAL AGENCY

By: _____

Stephanie A. Miner, Chair

APPENDIX "A"

Description of asset- 1501 South Salina Street is a 107.75 x 227 vacant commercial lot and 1503 South Salina Street is a 50 x 145 vacant commercial lot. Both lots have been vacant for a number of years.

Appraised value of the proposed lease of the Property- \$31,000.00

Benefit to the public resulting from the transfer- Disposition of these vacant commercial lot for redevelopment as a parking lot for the adjacent apartment building will ensure that the Property is no longer a blighting influence on the neighborhood.

Statement of value received compared to the fair market value- the Bidder has offered to purchase the property for one dollars (\$1.00), plus taxes, fees, and costs during the Lease term.. The appraised value of the proposed Lease of the Property is thirty one thousand dollars \$31,000.00.

The names of any private parties participating in the transfer, and statement of value to the private party-IV Star Development, LLC is the only party participating in the transfer, and will receive the property subject to the terms of the Lease.

The names of other private parties who have made an offer for such asset and the purpose for which the asset was sought to be used- There have been no other offers for this asset..

Appendix B

GROUND LEASE

This GROUND LEASE ("Lease") is executed as of the ___ day of _____, 2013 ("Effective Date") by the Syracuse Urban Renewal Agency a public benefit corporation organized and existing pursuant to the laws of the State of New York, with an address of City Hall, 201 East Washington Street, 6th Floor, Syracuse, New York 13202 ("Landlord"), and Syracuse IV Star Redevelopment, LLC, a New York limited liability company, with an address of 183 East Main Street, Suite 600, Rochester, New York 14604 ("Tenant").

RECITALS

WHEREAS, Landlord is the owner of certain parcels of land located at 1501 and 1503 South Salina Street, City of Syracuse, Onondaga County, New York (the "Property"). Tenant desires to lease from Landlord a portion of the Property, as depicted on Exhibit A, attached hereto and made a part hereof (the "Leased Premises") and Landlord desires to lease the Leased Premises to Tenant subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants herein contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties agree as follows:

ARTICLE ONE CONDITIONS

1.01 Lease of Premises

In consideration of the Rent to be paid hereunder and the mutual covenants and agreements herein contained, Landlord hereby grants and leases to Tenant, and Tenant hereby takes and leases from Landlord, the Leased Premises, upon and subject to the terms and conditions herein contained.

1.02 Landlord Representations and Warranties. For the purpose of inducing Tenant to enter into this Lease, Landlord makes the following warranties and representations:

(a) Landlord makes no representations as to the marketability or insurability of the title to the leased premises. Tenant has had ample opportunity to review title to the leased premises and is satisfied with the title held by Landlord and has waived any objections thereto.,

(b) Upon information and belief there are no adverse or other parties in possession of the Leased Premises or any part thereof. Tenant has had the opportunity to survey the leased premises and is satisfied with the results of that survey, or otherwise waives any objection to any encroachments or adverse possessions that a survey may show. No party has been granted any license, lease or other right or interest relating to the use or possession of the Leased Premises, or any part thereof by Landlord.

(c) Landlord has not received notice of, and has no other knowledge or information of, any pending or contemplated change in any federal, state or local governmental or private restriction applicable to the Leased Premises; of any pending or threatened judicial or administrative action; or of any pending or threatened action, any of which would result in a material change in the condition of the Leased Premises or any part thereof, or would, in any way, prevent or limit the use of the Leased Premises for Tenant's intended use.

(d) Landlord has the full right, power and authority to lease the Leased Premises to Tenant pursuant to terms of Syracuse Urban Renewal Agency Resolution No. _____. All requisite actions necessary to authorize Landlord to enter into the Lease and to

perform its obligations hereunder have been taken; the execution and delivery of the Lease will not conflict with or, with or without notice or the passage of time, or both, result in a violation of any law, or result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or instrument to which Landlord is a party or by which Landlord or Landlord's property is bound.

ARTICLE TWO TERM

2.01 The Term of this Lease shall begin on the Effective Date and continue thereafter for 15 (fifteen) years, which Term shall automatically be renewed for one (1) consecutive fifteen year term, unless one of the parties provides written notice to the other party of cancellation of this Lease ninety (90) days prior to the expiration of the current Term.

ARTICLE THREE Rent

3.01 Rent

On the Effective Date, Tenant shall pay, as a one-time payment of rent for the entire Term, the amount of \$1.00 cash and other good consideration as further defined herein (hereinafter collectively referred to as the "Rent").

3.02 Place for Payment of Rent

The Rent payment shall be made in lawful money of the United States of America and shall be paid to Landlord at Landlord's address for receipt of notices or to such other parties and/or to such other address as Landlord may designate in writing to Tenant or as further outlined in this agreement.

ARTICLE FOUR USE AND OCCUPANCY

4.01 Quiet Possession

Possession of the Leased Premises will be delivered to Tenant on the Effective Date, and beginning on said date, Landlord covenants that Tenant shall quietly hold, occupy and enjoy the Leased Premises, throughout the Term without any hindrance, ejection or molestation by Landlord, anyone claiming under or through Landlord. Except that if Tenant fails to pay real property taxes on the Property pursuant to Section 4.06 of this Lease, Landlord shall not be responsible to Tenant in regards to any tax foreclosure or administrative tax foreclosure upon the Property which may thereafter eject or displace Tenant.

4.02 Use

Tenant shall use and occupy the Leased Premises for the limited purpose of providing vehicular parking for the residents of 1445 South Salina Street, their guests and for the employees or agents working at 1445 South Salina Street. No other use shall be permitted without the written consent of the Landlord, and at the Landlord's sole discretion. Use of the Leased Premises for purposes not permitted by Landlord shall constitute an Event of Default hereunder.

4.03 Reservation of Rights.

Landlord reserves the right to install utilities on, over or under the Leased Premises and the right of ingress and egress over the Improvements to be located on the Leased Premises as long as such use does not interfere with the Tenant's use of the Leased Premises.

4.04 Improvements; Personal Property

(a) Tenant agrees to construct, at Tenant's cost, a parking lot on the Leased Premises, in accordance with local law requirements, plans and specifications and construction contract approved by Landlord and Tenant (the "Improvements") the plans for which are attached to this Lease as Exhibit "A". Tenant shall complete construction of the Improvements within one hundred twenty (120) days of the later of the Effective Date or the granting of all governmental approvals needed to construct the Improvements (the "Project Completion Date"). The completion of the Improvements on or before the Project Completion Date shall be considered Rent pursuant to Section 3.01 of this Lease, and failure to timely complete the improvements shall be deemed a failure to pay Rent and a breach of this Lease. Upon the execution of this lease until the Project Completion Date Tenant shall diligently work to complete the Improvements. To the extent that any environmental investigation or remediation is required as part of the construction of the improvements, Tenant shall bear the cost of such work as a part of the cost of construction of the improvements.

(b) Provided Tenant is not in default hereunder beyond any applicable cure period, and with the written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall have the right, subject to full compliance with applicable law, at any time during the term of this Lease, repair, and/or replace any and all improvements on the Leased Premises.

Provided Tenant is not in default hereunder beyond any applicable cure period, and with the written consent of Landlord, such consent being at the Landlord's sole discretion, Tenant may, subject to full compliance with applicable law, at any time during the term of this Lease, construct, alter, remodel, and/or demolish, raze or otherwise remove, any and all improvements on the Leased Premises..

All such improvements and any and all subsequent alterations, modifications, enlargements, additions and replacements made by Tenant during the Term unless otherwise agreed upon in a separate agreement, shall be and remain the property of the Landlord.

(c) Tenant shall be permitted under the terms of this lease to enter onto the Property to construct the Improvements strictly contingent upon and subject to the following conditions:

- 1) The only work to be done on or at the Property is the work expressly stated in the Improvements attached to this Lease as Exhibit "A".
- 2) Tenant agrees to pay all costs and expenses associated with the Improvements and the access to the Property, including but not limited to any applicable City, State or Federal permit fees.
- 3) Traffic on any adjacent or contiguous public street or right of way shall be maintained at all times during the term of this Agreement unless otherwise expressly consented to by the City of Syracuse in writing. Tenant shall submit a traffic control plan to the Commissioner of the City of Syracuse Department of Public Works for review and approval prior to commencing work on the Improvements.

4) Tenant agrees to keep the Property, free and clear of any mechanics' liens or materialmen's liens related to this lease, and the construction of the Improvements.

5) Tenant and each contractor that enters the Property to perform any portion of the construction of the Improvements Work shall obtain and keep in force for the term of this Agreement, insurance policies for the Site Work in the minimum amounts as shown below, and shall name the Landlord as an additional insured:

i. General Liability with minimum coverage of \$1,000,000 per claim and \$2,000,000 aggregate as the policy limit which can be satisfied by umbrella coverage.

ii. If environmental remediation is required on the Property, Environmental Contamination and Pollution Insurance may be required at the discretion of Landlord in an amount not to exceed \$1,000,000 per claim and \$2,000,000 aggregate.

Certificates of insurance that evidence the foregoing shall name the Syracuse Urban Renewal Agency as an additional insured by policy endorsement with a thirty (30) day notice of cancellation provision to be provided to Landlord upon the execution of this lease and prior to the start of any construction of the Improvement.

7) Tenant and its contractors shall maintain adequate workman's compensation insurance throughout the construction period and certificates of insurance that confirm that such workman's compensation insurance is in force shall be provided to the Landlord by Tenant and its contractors prior to the start of any construction of Improvements.

8) Prior to start of any construction of the Improvements Tenant shall provide proof of receipt of any necessary permits or approvals from any governmental subdivision whose approval is required prior to the Construction of the improvements.

9) If the City of Syracuse requires any re-subdivision as a requirement to construct the Improvements, Tenant shall pay all costs associated with such re-subdivision.

4.05 Maintenance

Tenant shall, at Tenant's cost, keep the Leased Premises and the Improvements (once completed) in good repair and in a safe, clean and sanitary condition, ordinary wear and tear excepted, and shall, at Tenant's cost, provide all necessary maintenance for such Improvements.

4.06 Impositions: "Impositions" shall mean all real estate taxes, special assessments, any charges which shall be levied against the Leased Premises in lieu of real estate taxes, sewer district charges, lighting charges, fire district charges, assessments, and other governmental charges, general and special, ordinary and extraordinary, foreseen or unforeseen, which are assessed levied, confirmed or imposed on the Leased Premises and/or the improvements located thereon. Commencing with the Effective Date and while this Lease is in effect, all Impositions shall be the responsibility of, and paid by, Tenant. Tenant shall indemnify, defend and hold Landlord harmless from any charges, fines, penalties, and/or liability for the payment of such Impositions. Tenant may, at any time, at its cost, in good faith and upon reasonable grounds, dispute or contest the validity of the whole or any part of any Impositions or penalties and claims with respect thereto upon the Leased Premises and the improvements thereon, defend against the same, and may in good faith diligently conduct any

necessary proceedings to prevent and avoid the same. Upon presentation of an Imposition by Landlord to Tenant, Tenant shall immediately pay any such Imposition directly to the municipality charging the Imposition. Payment of the Impositions as outlined in this paragraph shall be considered Rent pursuant to Section 3.01 of this Lease. Failure to pay any Imposition prior to the time that it is due shall breach of this lease.

4.07 Utility Payments

Tenant shall, commencing with the Effective Date and while this Lease is in effect, contract directly with the appropriate utility companies and pay or cause to be paid all charges, assessments or taxes for gas, electricity, water, sewer, telephone, and other utility service incurred in connection with the Leased Premises.

ARTICLE FIVE
ENVIRONMENTAL COMPLIANCE

5.01 Tenant's Compliance

(a) Once the improvements are constructed, and the Tenant takes occupancy of the Leased Premises, Tenant shall not perform any activities that would contravene any and all environmental laws, ordinances or regulations pertaining to or regulating the environment ("Environmental Laws"), which affect the use and/or occupation of the Leased Premises with the exception of parking vehicles on the Leased Premises, which may sometimes cause minor petroleum related compounds to be released to the surface of the Leased Premises.

"Environment" means all air, water or water vapor, including surface water and groundwater, any land, including land surface or subsurface, and includes all fish, wildlife, biota and all other natural resources. "Hazardous Substance" means any materials or substances defined as or included in the definition of "Hazardous Substances," "Hazardous Materials," "Hazardous Wastes," "Toxic Substances" or "Toxic Pollutants" under any applicable law regulating the Environment, including any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or which contains polychlorinated biphenyls (PCB's); gasoline, diesel fuel, other petroleum hydrocarbons or asbestos.

(b) Tenant agrees that it shall promptly forward to Landlord a copy of any notice Tenant receives from any government agency or authority in relation to matters covered in this Article.

ARTICLE SIX
INSURANCE - DAMAGE AND DESTRUCTION

6.01 General Liability and Worker's Compensation

(a) Tenant shall carry, at its cost, comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence for personal injury and death and for property damage (combined single limits), indemnifying and holding harmless both Landlord and Tenant from claims for injuries or death sustained by persons or damage to property while on the Leased Premises.

(b) Tenant shall, in connection with any construction on the Leased Premises and in the operation of any improvements thereon, comply with all applicable workers' compensation laws.

6.02 No Abatement of Rent

No destruction of, or damage to, the improvements on the Leased Premises or other personal property on the Leased Premises, or any part thereof, by fire or other casualty whatsoever, whether such damage or destruction be partial or total, shall permit Tenant to

surrender or terminate this Lease or relieve Tenant from its obligation to pay in full the Rent and other sums and charges payable by Tenant hereunder or from any other obligation under this Lease.

ARTICLE SEVEN CONDEMNATION

7.01 "Taking" means taking by eminent domain or by condemnation or for any public or quasi-public use under any statute. "Award" means compensation paid for the Taking whether pursuant to judgment or by agreement or otherwise.

7.02 Total Taking

Upon the occurrence of a Taking of the fee title to all the Leased Premises, this Lease shall terminate as of the date Tenant is deprived of possession of the Leased Premises, and Tenant shall pay or assign to Landlord any Award received by it in excess of the actual construction costs of the Improvements.

7.03 Substantial Taking

Upon the occurrence of a Taking that materially prevents or impedes Tenant, in Tenant's reasonable opinion, in the conduct of its business on the Leased Premises in substantially the same manner as before the Taking, Tenant shall have the option to terminate this Lease by giving written notice thereof to Landlord not later than sixty (60) days after the date of the Taking. If Tenant elects to terminate this Lease, the Award shall be allocated in the same manner set forth in the immediately preceding section. If Tenant elects not to terminate this Lease, this Lease shall terminate only as to the part of the Leased Premises so taken and shall continue in full force and effect with respect to the part not taken.

ARTICLE EIGHT DEFAULT

8.01 Events of Default

For purposes of this Lease, a "Monetary Default" shall mean any failure by Tenant to make any payment required hereunder beyond any applicable cure period and includes, without limitation, a failure to pay Rent, Impositions or insurance premiums and a "Nonmonetary Default" shall mean any failure to take or not take any course of action required or prescribed by this Lease (other than Monetary Defaults) including, with limitation, a failure to carry the insurance required herein except as described in the definition of Monetary Default. The following shall constitute "Events of Default":

(a) A Monetary Default shall have occurred, and such Monetary Default shall continue for a period of thirty (30) days following written notice from Landlord to Tenant

(b) A Nonmonetary Default shall have occurred or a warranty made by either Tenant or Landlord shall fail to be accurate and complete, and such Non-Monetary Default and/or failure shall continue and not be cured for a period of thirty (30) days after written notice by the other party to the defaulting party; provided that if the default is not reasonably susceptible of being cured within thirty (30) days, an Event of Default shall occur only if the defaulting party fails to commence such cure within said period and fails thereafter to diligently pursue such efforts to completion.

8.02 Landlord's Rights Upon an Event of Default

If, upon the expiration of any applicable cure period, an Event of Default shall not have been cured by Tenant, or by Tenant's Leasehold Mortgagee, Landlord may give Tenant a notice (hereinafter called "Notice of Termination") of its intention to end the term of this Lease

at the expiration of thirty (30) days from the date of service of such Notice of Termination, and at the expiration of such thirty (30) days, if the noticed default remains uncured, this Lease and the term hereof, as well as all of the right, title and interest of Tenant hereunder, shall wholly cease and expire, and Tenant shall then quit and surrender the Leased Premises to Landlord, but Tenant shall remain liable as to any provisions which specifically survive the termination of the Lease, and for any damages incurred by Landlord as a result of Tenant's breach. Landlord may, pursuant to legal proceedings to recover the Leased Premises, re-enter and take possession of the Leased Premises or any part thereof and all improvements thereon, may remove Tenant from the Leased Premises, and recover any damages as a result of Tenant's Breach Landlord's remedies under this Lease shall be cumulative, and except as otherwise provided herein, no remedy expressly provided for herein shall be deemed to exclude any other remedy allowed by law or equity or by other provisions of this Lease.

8.03 Tenant's Rights on Default

Upon the occurrence of an Event of Default by Landlord, or during the continuance of such default, Tenant may give Landlord a notice of the default and if at the expiration of thirty (30) days from the date of service of such notice of default, if the noticed default remains uncured the tenant may file an action in a court of competent jurisdiction. Tenant's remedies under this Lease shall include, without limitation, an action for damages or specific performance. Tenant's remedies under this Lease shall be cumulative, and except as otherwise provided herein, no remedy expressly provided for herein shall be deemed to exclude any other remedy allowed by law or equity or by other provisions of this Lease.

8.04 Implied Waiver

The failure of Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or option, but the same shall be and remain in full force and effect.

ARTICLE NINE ASSIGNMENT AND SUBLETTING

9.01 Binding Effect

This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, and assigns.

9.02 Assignment and Subletting

Tenant shall not be entitled to assign or sublease any portion of the Leased Premises except with Landlord's prior written consent, which consent shall be at the sole discretion of Landlord. This provision shall not prohibit the Tenant from leasing the parking lot to accomplish the use set forth in Section 4.02 of this Lease.

ARTICLE TEN MISCELLANEOUS PROVISIONS

10.01 Gender and Number

Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, when the sense requires.

10.02 Notices

Notices, statements and other communications to be given under the terms of this Lease shall be in writing and delivered by hand, sent by certified mail, registered mail or other nationally utilized overnight delivery service, postage prepaid and to the addresses set forth above or at such other address as from time to time designated by notice pursuant hereto by

the party receiving the notice. The date of service of such notices shall be the date such notices are received or refused, as the case may be., as shown on the return receipt, or other documents as provided by the carrier.

10.03 Construction

Each term and provision of this Lease shall be construed to be both a covenant and a condition.

10.04 Applicable Law

The laws of the State of New York shall govern the validity, performance and enforcement of this Lease.

10.05 Partial Invalidity

If any provision of this Lease be invalid or unenforceable it shall not affect the validity of any other provision of this Lease.

10.06 Recording

Landlord and Tenant will execute for purposes of recordation in the appropriate recording office a memorandum or short form of lease containing the names of the parties, a description of the Leased Premises, the term of this Lease, and such other provisions as either party may require. The cost and expenses of recording the memorandum or short form of lease shall be borne by the Tenant.

10.07 Headings

Headings as to contents of particular sections herein are inserted only for convenience, and are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular section to which they refer.

10.08 No Partnership

It is expressly understood that Landlord shall not be construed or held to be a partner or associate of Tenant in the conduct of Tenant's business and that the relationship between the parties hereto is and shall at all times remain that of landlord and tenant.

10.09 Estoppel Certificates

Landlord and Tenant will, at any time and from time to time within thirty (30) days of the request of the other party or Leasehold Mortgagee or a prospective Mortgagee, execute, acknowledge, and deliver to the requesting entity a certificate certifying:

(a) That this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the same are in full force and effect as modified and stating such modifications);

(b) Whether there are any existing defaults by the other party to the knowledge of the party making such certification specifying the nature of such defaults, if any; and

(c) Such other matters as may be reasonably requested. Any such certificate may be relied upon by any party to whom the certificate is directed.

10.10 Holding Over

Should Tenant continue to occupy the Leased Premises after the expiration of the term hereof, and if Landlord consents to such continued occupancy, such tenancy shall be from month-to-month, and such month-to-month tenancy shall be under all the terms, covenants and conditions of this Lease.

10.11 Tenant's Limited Liability

Notwithstanding anything contained herein to the contrary, Tenant's respective members, partners, shareholders, directors, as the case may be or officers, agents and employees shall be under no personal liability with respect to the any of the provisions of this Lease, nor shall Landlord have any cause of action against them to enforce the terms, covenants, conditions, warranties and obligations of Tenant under this Lease, nor to obtain or seek monetary damages or a deficiency decree against them under this Lease.

10.12 Indemnity

The Tenant shall and does hereby indemnify, save harmless and shall defend the Landlord, to extent permitted by law, against and from any and all liability, fines, suits, claims, demands, expenses and actions of any kind or nature arising by reason of loss of life, injury to person and/or damage to property occurring in, on or about the Leased Premises occasioned in whole or in part by any negligence or misconduct of the Tenant, Tenant's agents, contractors, employees, or by any use or occupancy of the Leased Premises or any breach, violation or nonperformance of any term, provision or covenant in this Lease on the part of the Tenant to be observed or performed. The Landlord shall, within a reasonable time, notify the Tenant of the occurrence of any of the foregoing events for which Landlord is hereby indemnified and held harmless, and thereupon the Tenant shall defend the Landlord at Tenant's sole expense against any of the foregoing events by counsel selected by Tenant and approved by Landlord.

The Tenant further agrees to the fullest extent permitted by law to defend, indemnify and hold the Landlord and the City of Syracuse harmless from and against any and all claims, damages, liabilities, losses, costs and expenses incurred, including reasonable attorneys' fees and court costs resulting from Tenant's inspection, testing, environmental remediation, construction site preparation, soil or debris removal or other activities of Tenant arising out of the construction of the Improvements.

However, nothing contained herein shall be deemed to relieve Landlord of liability for its acts, omissions or negligence, or the acts, omissions or negligence of Landlord's agents, employees or contractors, and Landlord indemnifies and agrees to defend and hold Tenant harmless from and against any and all fines, suits, claims, actions, damages, liability and expense of actions of any kind or nature occurring in or on about the Leased Premises resulting in the loss of life, injury to person and/or damage to property in whole or in part by the gross negligence or misconduct of Landlord, Landlord's agents, employees or contractors or any breach violation or nonperformance of any term, provision or covenant of this Lease on the part of the Landlord to be observed or performed.

In case either party shall, without fault on its part, be made a party to any litigation commenced by or against the other, then such party agrees to defend and hold the other harmless and to pay all costs, expenses and reasonable attorney's fees incurred or paid by such party in connection with such litigation.

The venue for any action arising out of this Lease shall be the State of New York and the County of Onondaga.

10.13 Entire Agreement; Merger

This Lease contains all the agreements and conditions made between the parties hereto with respect to the matters contained herein and may not be modified orally or in any manner other than by an agreement in writing signed by all the parties hereto or their respective successors or assigns. All prior written and oral understandings and agreements shall be deemed to have merged into this Lease and have no further force and effect. Upon the reasonable request of either party, however, the parties will modify this Agreement to clarify the intent of the parties hereto or correct any error made in good faith.

10.14 Execution in Counter Parts

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

10.15 Jury Trial

With respect to any issue arising out of this Lease as between Landlord and Tenant, Landlord and Tenant hereby waive any and all rights to a jury trial as may be provided by applicable law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Ground Lease as of the date and year first hereinabove written.

LANDLORD:

Syracuse Urban Renewal Agency

By: _____
Stephanie A. Miner, Chair

TENANT:

Syracuse IV Star Redevelopment, LLC
By: CFB Realty, LLC

By: _____
Andrew I. Crossed, Executive Vice President

On this ____ day of _____, 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephanie A. Miner , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss:

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew I. Crossed, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**RESOLUTION AUTHORIZING THE DISPOSAL OF 618 WEST
BRIGHTON AVENUE TO THE HIGHEST RECORDED BIDDER AT
AUCTION AND FOR LESS THAN FAIR MARKET VALUE**

WHEREAS, SURA acquired the property commonly known as 618 West Brighton Avenue, Syracuse, NY, Tax Map Number 078.-13-20.0 (hereinafter the "Property") pursuant to the authorization granted by SURA Resolution No. 3184; and

WHEREAS, the Property is a vacant single family home; and

WHEREAS, on July 26, 2013 SURA, pursuant to SURA's property disposition guidelines, published notice of sale which included the notice of auction, the terms of auction, and the qualifications for bidders; and

WHEREAS, on August 26, 2013, SURA held an auction of the Property; and

WHEREAS, on August 26, 2013 at auction there was one bid for the Property by Jean D. Bucknor. (hereinafter the "Bidder") whose bid was for six thousand five hundred dollars (\$6,500.00); and

WHEREAS, pursuant to the Bidder's application, the Bidder will rehabilitate the single family home on the property up to local code and state requirements within a one year period; and

WHEREAS, the Bidder's application indicates that the Property will be used as a primary residence for her son; and

WHEREAS, Disposition of the Property to the Bidder would further the purpose, mission, and goals for the Urban Renewal Agency in furtherance of the Greater Syracuse Urban Renewal Plan; and

WHEREAS, SURA has received an appraisal of the Property and the appraisal reflects that the appraised value of the Property is thirteen thousand dollars (\$13,000.00); and

WHEREAS, Public Authorities Law § 2897 (7)(a)(ii) and SURA Property Disposition Guideline 6.1(B) allows for SURA to dispose of real property for less than its fair market value when the purpose of the transfer is within the purpose, mission, or governing statute of the Public Authority; and

WHEREAS, the purpose of the transfer of the Property to the Bidder is to address blight in the Urban Renewal area, pursuant to the Urban Renewal Plan and Article 15 and 15-A of the General Municipal Law, by transferring the Property to a purchaser who will be responsible for the Property,

rehabilitate the property to State and local standards and ensure that the Property becomes occupied.; and

WHEREAS, Public Authorities Law § 2897(7)(b) and SURA Property Disposition Guideline 6.2 requires that the Board and the public be provided with certain information (hereinafter the “Information”) whenever a below fair market asset transfer is proposed; and

WHEREAS, the Information required to be provided to the Board and the Public pursuant to Public Authorities Law § 2897(7)(b) and SURA Property Disposition Guideline 6.2 is attached and incorporated into this Resolution as Exhibit “A”; and

WHEREAS, the Information was provided to the members of the Board on August 26, 2013 and made available to the Public on that same date; and

WHEREAS, Public Authorities Law § 2897(7)(c) and SURA Property Disposition Guideline 6.3 allows for the Board to approve of the disposal of Property for less than fair market value upon the consideration of the Information and upon a determination that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose of the transfer.

NOW THEREFORE, BE IT RESOLVED, that upon the consideration of the Information SURA finds and determines that there is no reasonable alternative to the proposed below market transfer that would achieve the same purpose of the transfer; and

BE IT FURTHER RESOLVED, that SURA approves of the disposal of the Property at below market value for the bid amount of six thousand five hundred dollars (\$6,500.00) to the Bidder; and

BE IF FURTHER RESOLVED, that the Bidder shall pay all filing fees and closing costs associated with the transfer, and

BE IF FURTHER RESOLVED, that the Bidder shall be responsible for and shall pay all current, late, and delinquent real property taxes on the Property at the time of Closing; and

BE IT FURTHER RESOLVED, that any documents necessary to implement this resolution shall be in a form that shall be satisfactory to SURA counsel; and following such approval by counsel, SURA further authorizes its Chair to execute said documents on behalf of SURA.

DATED: August 27, 2013

SYRACUSE URBAN RENEWAL AGENCY

By: _____

Stephanie A. Miner, Chair

APPENDIX "A"

Description of asset- 33 x 132 lot improved with an approximately 1,656 two story single family vacant residence.

Appraised value of Property- \$13,000.00

Benefit to the public resulting from the transfer- Disposition of this vacant single family home to the Bidder to be rehabilitated for a residence for her son will ensure that the Property is no longer a blighting influence on the neighborhood.

Statement of value received compared to the fair market value- the Bidder has offered to purchase the property for six thousand five hundred dollars (\$6,500.00). The appraised value of the property is thirteen thousand dollars (\$13,000.00). The transfer is also contingent upon certain deed reverter provisions which are not easily calculated for in the appraised value. The reverter provisions will require that the property be rehabilitated to state and local requirements within a reasonable time period.

The names of any private parties participating in the transfer, and statement of value to the private party-Jean D. Bucknor is the only party participating in the transfer, and will receive the property subject to the reverter.

The names of other private parties who have made an offer for such asset and the purpose for which the asset was sought to be used- There have been no other offers for this asset.

RESOLUTION NO. 3256

SYRACUSE URBAN RENEWAL AGENCY

**RESOLUTION AUTHORIZING THE PROCUREMENT OF SERVICES
FROM WICKER APPRAISAL ASSOCIATES, INC.**

WHEREAS, on March 8, 2011 by Resolution No. 3111, the Syracuse Urban Renewal Agency (hereinafter "SURA") authorized the acquisition of 729 Marcellus Street and 731 Marcellus Street (hereinafter collectively the "Properties") from Home Headquarters Inc.; and

WHEREAS, the Properties are commercially zoned underutilized vacant lots; and

WHEREAS, SURA has received offers to purchase the Properties; and

WHEREAS, Public Authorities Law § 2897(3) requires SURA to obtain an independent appraisal prior to the disposition of any real property; and

WHEREAS, SURA's Contracting Officer has sought written quotations for the appraisal of the Properties from at least three different appraisers licensed to appraise commercial property; and

WHEREAS, the lowest written quotation for the appraisals of the properties was received from Wicker Appraisal Associates, Inc. (hereinafter "Wicker"); and

WHEREAS, Wicker has offered to appraise the Properties for the amount of eight hundred dollars apiece for a total of one thousand six hundred dollars (\$1600.00); and

WHEREAS, pursuant to SURA's adopted procurement policy section VI(B)(2) contracts for services in the amount of \$500.00- \$2,500.00 may be entered into on behalf of SURA upon written or fax quotations from at least three vendors (if available) and grant of authority to an individual by the Board to contract on behalf of SURA, by resolution of the Board; and

NOW THEREFORE, BE IT RESOLVED, that SURA authorizes its Contracting Officer to enter into on behalf of SURA a contract for appraisal service for the Properties with Wicker in an amount not to exceed one thousand six hundred dollars (\$1,600.00).

DATED: August 27, 2013

SYRACUSE URBAN RENEWAL AGENCY

By: _____
Stephanie A. Miner, Chair

**RESOLUTION AUTHORIZING THE USE OF PERSEVERANCE PARK FOR
A FOOD TRUCK ROUND UP**

WHEREAS, by memorandum dated August 19, 2013 and attached to this Resolution as Appendix A (hereinafter the Memo), Kate Auwaerter has requested on behalf of the City Planning Division and the Downtown Committee the use of a portion of Perseverance Park (hereinafter the "Park") for a Food Truck Roundup (hereinafter the "Event") to be held on September 18, 2013; and

WHEREAS, SURA desires to grant a license to the City Planning Division and the Downtown Committee for the use of a portion of the Park for the Event on September 18, 2013.

NOW THEREFORE, BE IT RESOLVED, that the City Planning Commission and the Downtown Committee shall be granted a revocable license to use the Park for the Event upon proof of the terms and conditions outlined in the Memo, and upon the following additional terms and conditions;

- 1) The Downtown committee shall obtain a general liability insurance policy covering the Event in a form and amount satisfactory to Counsel for SURA. Alternatively SURA may obtain such policy itself; however the Downtown committee shall pay SURA for any costs associated with the policy prior to the Event.
- 2) The Downtown committee shall obtain any necessary approvals for the event by the Commissioner of Parks, the Commissioner of the Department of Public Works, the Chief of police, and any other required approvals.
- 3) The Event vendors shall obtain or maintain any permits required by the City of Syracuse, or the County of Onondaga.
- 4) The Chair of SURA may revoke the license at any time and for any or no reason whatsoever.

BE IT FURTHER RESOLVED, that the officers, agents and employees of SURA are hereby directed to proceed to do such further things, or perform such further acts and execute such other documents, as are necessary to implement this Resolution.

DATED: August, 2013

SYRACUSE URBAN RENEWAL AGENCY

By: _____
Stephanie A. Miner, Chair

APPENDIX A



SYRACUSE-ONONDAGA COUNTY PLANNING AGENCY



Stephanie A. Milner
Mayor

Andrew M. Maxwell
Director

Joanne M. Mahoney
County Executive

MEMORANDUM

Date: August 19, 2013

To: Paul Driscoll

Cc: Andy Maxwell
Owen Kerney

From: Kate Auwaerter

Re: Food Truck Roundup in Common Center/Perseverance Park

Proposal:

The City Planning Division (CPD) and Downtown Committee (DTC) propose to organize a Food Truck Roundup in Perseverance Park/Common Center on Wednesday, September 18, from 11:30 a.m.– 1:30 p.m. The Roundup will include local specialty food trucks that will park on the SURA-owned plaza area. People will be invited to come get lunch, stay and eat at picnic benches (through the Parks Department) or on the park steps, and enjoy the park over their lunch break.

This concept has worked well in other communities across the country – Rochester has a monthly “Rodeo” that starts in May and ends in September. Locally, we have 6 or more food trucks that may be able to participate as well as other smaller vendors – Café Kubal, Gannons and the Columbus Bakery all have mobile carts and might want to participate.

The purpose of the Roundup is twofold: the DTC sees this as a new activity that enlivens downtown and highlights local vendors. From the CPD’s standpoint, this is an effort to “reactivate” the Perseverance Park/Common Center space in anticipation of a larger conversation about the future of the park and plaza area. We hope to use the Roundup as a way to initiate the discussion on-site.

We will charge a minimal vendor fee (\$25) and also will require a refundable \$100 deposit for cleanup. All the vendors will have the requisite Health Department permits and as well as event insurance naming the City and SURA as additionally insured.

The Downtown Committee is developing marketing materials (logo, posters, etc.) and we will advertise through our websites, email blasts. Don Cazentre from the Post Standard will also help spread the word through the paper and his blog.

Thank you for your consideration of this request to use the SURA owned park and plaza area. Please let me know if you have any questions.

**RESOLUTION DESIGNATING JUBILEE HOMES OF SYRACUSE, INC.
AS A QUALIFIED AND ELIGIBLE SPONSOR FOR THE JUBILEE
SUPERMARKET PROJECT**

WHEREAS, Jubilee Homes of Syracuse, Inc. (hereinafter "Jubilee") has submitted a purchase and development application to the Syracuse Urban Renewal Agency (hereinafter "SURA") for the purchase and redevelopment of the properties listed on Appendix A (hereinafter the "Properties"); and

WHEREAS, SURA authorized acquisition of the Properties from the City of Syracuse on May 28, 2013 by SURA Resolution No. 3245; and

WHEREAS, It is anticipated that SURA will acquire some or all of the Properties; and

WHEREAS, pursuant to the purchase and development application Jubilee will make certain improvements to the Properties including them in the Jubilee Supermarket Project which will result in the construction of a full service supermarket; and

WHEREAS, Jubilee has requested that SURA designate Jubilee as a qualified and eligible sponsor pursuant to General Municipal Law §§ 507(2)(c) and 507(2)(d); and

WHEREAS, Jubilee has shown sufficient proof of financing for the redevelopment of the properties; and

WHEREAS, SURA has had no other applications concerning the redevelopment or purchase of the Property.

NOW THEREFORE, BE IT RESOLVED, that SURA makes the following findings;

- A) That Jubilee has submitted a sufficient plan for the Project and that the plan is consistent with the purposes and goals of the Urban Renewal plan; and
- B) Jubilee has shown sufficient funding to finance the Project and complete the project within the timeframe as outlined in the application; and
- C) Jubilee has shown that it has experience in the redevelopment of properties; and
- D) The Project will benefit the neighborhood in which the project is located by providing the residents of the neighborhood with a local full service supermarket; and
- E) There have been no other plans for the development of the Property.

BE IT FURTHER RESOLVED, that SURA hereby designates Jubilee as a qualified and eligible sponsor for the project; and

BE IT FURTH RESOLVED, that SURA hereby authorizes the publication of the notice required pursuant to General Municipal Law § 507(2)(d); and

BE IT FURTHER RESOLVED, that SURA authorizes the sale of the Properties (or so many of them as acquired by SURA) to Jubilee contingent upon the approval of the sale upon terms agreeable to SURA's Chair and the Common Council of the City of Syracuse (hereinafter the "Common Council") and upon the approval of the sale by the Common Council after public notice and public hearing as required pursuant to General Municipal Law § 507(2)(d); and

BE IT FURTHER RESOLVED, that should the agreed upon price for the Properties be less than fair market value, SURA shall approve the purchase price and sale by separate resolution and make such findings as is required pursuant to the Public Authorities Law; and

BE IT FURTHER RESOLVED, that upon receipt of the Properties Jubilee shall develop the Properties pursuant to the plans, within the timeframe stated in the plans, and that the properties shall be used as a supermarket for a period of at least ten (10) years subsequent to the transfer of the property and completion of the project; and

BE IT FURTHER RESOLVED, that if the project is not completed within the established construction period, or any approved extension thereof, SURA may re-enter and retake possession of the Properties; and

BE IT FURTHER RESOLVED that the officers, agents, and employees of SURA are hereby directed to proceed to do such further things, or perform such further acts, as are necessary to implement this resolution; and

BE IT FURTHER RESOLVED, that any documents necessary to implement this resolution shall be in a form that shall be satisfactory to SURA counsel; and following such approval by counsel, SURA further authorizes its Chair to execute any documents necessary to implement this resolution and required to be executed on behalf of SURA.

DATED: August 27, 2013

SYRACUSE URBAN RENEWAL AGENCY

By: _____
Stephanie A. Miner, Chair

City Owned Properties

689 South Ave	Tax ID: 1285005100
693-95 South Ave	Tax ID: 1285005200
100 Chester Street	Tax ID: 1216101401
106 Chester Street	Tax ID: 1216101700
130 Chester Street	Tax ID: 1216102400
132 Chester Street	Tax ID: 1216102500
134 Chester Street	Tax ID: 1216102600

Seizable Properties

703 South Ave	Tax ID: 1285006700
235 Bellevue Ave	Tax ID: 1207101700
239 Bellevue Ave	Tax ID: 1207101800
661-63 South Ave	Tax ID: 1285004600
667 South Ave	Tax ID: 1285004701
683-85 South Ave	Tax ID: 1285005000
102 Chester Street	Tax ID: 1216101500
104 Chester Street	Tax ID: 1216101600
126 Chester Street	Tax ID: 1216102200
128 Chester Street	Tax ID: 1216102300
136 Chester Street	Tax ID: 1216102700