

**RESOLUTION AUTHORIZING THE RELEASE OF CERTAIN DEED  
AND CONTRACT RESTRICTIONS RELATED TO THE SYRACUSE ORTHOPEDIC  
ASSOCIATES PROJECT (FORMER) AT 444 EAST GENESEE STREET AND  
CLARIFYING OTHER PROVISIONS**

**WHEREAS**, the Syracuse Urban Renewal Agency (hereinafter "SURA") entered into a contract for the sale of land for real property made as of March 19, 1974 (hereinafter the "Contract") by and between SURA as seller and Syracuse Orthopedic Associates (hereinafter "SOA") as buyer, which said Contract was recorded with the Onondaga County Clerk's Office on June 4, 1974 in Book 2530 of Deeds at Page 652 &c.; and

**WHEREAS**, SURA executed and delivered a deed (hereinafter the "Deed") to SOA on or about October 22, 1974 transferring certain property to SOA for an office project, which said Deed was recorded with the Onondaga County Clerk's Office on October 23, 1974 in Book 2541 of Deeds at Page 1114 &c., and which said Deed and Contract provided for the construction of a certain office building improvement on the Property (the "Project"); and

**WHEREAS**, the property transferred from SURA to SOA by the Deed is more aptly described in the attached Appendix "A" (hereinafter the "Property"); and

**WHEREAS**, both the Deed and the Contract contain restrictions and covenants; and

**WHEREAS**, SOA's successor in title, East Genesee Street Development, LLC, is attempting to sell the Property and has requested that the applicability of some of the restrictions and covenants be clarified through release by SURA and other covenants be clarified as to meaning by SURA.

**NOW THEREFORE, BE IT RESOLVED**, that the Chair of SURA is hereby authorized to execute release(s), satisfactions, or other documents necessary to release or indicate satisfaction of terms of the Project and Property from the following provisions:

**AS TO THE DEED**

- 1) Deed restriction at Section 1, as those terms relate to the Contract which are Released as set forth below; and
- 2) Deed restriction at Section 2(a) as to those terms related to the completion of the Project which have been satisfied and are hereby released; and
- 3) Deed restriction at Section 2(b) which restrict the uses of the Property to those uses specified in the Urban Renewal Plan for the Near East Side Urban Renewal Project, as such Plan has since expired and that restriction is hereby released; and
- 4) Deed restriction at Section 2(c) restricting the use of the Property until May 23, 2000, as that time has expired and is hereby released; and

- 5) Deed restriction at Section 2(g) regarding the time for commencement of construction of the Project and time for completion of improvements, as all parties agree that the Project was constructed as required and this Section is hereby released; and
- 6) Deed restriction at Section 3 regarding the completion of the Project, as all parties agree that the Project was constructed as required and this Section is hereby released; and

**AS TO THE CONTRACT**

- 1) Section 1 of the Contract regarding the purchase price for the Property is hereby released; and
- 2) Section 2 of the Contract regarding the conveyance of the Property, as those terms have been satisfied and are hereby released; and
- 3) Section 3 of the Contract regarding the good faith deposit is satisfied and hereby released; and
- 4) Section 4 of the Contract regarding time for commencement and completion of the Project is satisfied and hereby released; and
- 5) Section 5 of the Contract regarding time for certain other actions related to the Project are satisfied and are hereby released; and
- 6) Section 6 of the Contract regarding the period of duration of the covenant on use was satisfied and has expired by its own terms and is hereby released; and
- 7) Exhibit C of the Contract regarding the Project is satisfied and is hereby released; and
- 8) Exhibits E and F of the Contract regarding non-discrimination in the performance of the Contract and bidding requirements were satisfied and are hereby released, as is Part IV regarding compliance as it was satisfied and is hereby released; and
- 9) Part II, Sections 101, 102, 103 and 104 of the Contract, relating to the Preparation of Property for Redevelopment, have been satisfied and are hereby released; and
- 10) Part II, Sections 202 and 203 of the Contract relating to Rights of Access to Property have been satisfied and are hereby released; and
- 11) Part II, Sections 301, 302, 303, 304, 305, 306 and 307 of the Contract relating to Construction Plans, Construction of Improvements and Certificate of Completion on the Property were satisfied and are hereby released; and
- 12) Part II, Sections 401 (a), 402 and 403, of the Contract relating to Restrictions on Use of the Property are hereby released; however, it is specifically recognized that Part II Section 401 (b) of the Contract relating to non-discrimination survives and will remain in

effect and that said covenant constitutes a binding covenant running with the Property;  
and

- 13) Part II, Sections 501, 502, 503 and 504 of the Contract relating to Prohibitions against Assignments and Transfers of interest in the owner of the Property are hereby released;  
and
- 14) Part II, Sections 601, 602, 603, 604, 605, 606 and 607 of the Contract relating to Mortgage Financing of the Property and Project are hereby released; and
- 15) Part II, Sections 701, 702, 703, 704, 705, 706, 707, 708 and 709 of the Contract relating to certain Remedies are hereby released, it being specifically noted that the right of the Agency to revert or revesting of title to the Property is specifically forfeited and released; and
- 16) Part II, Sections 801 and 802 of the Contract relating to Agency conflicts of interest and equal employment opportunity requirements during construction of the Project have been satisfied and are hereby released.

**BE IT FURTHER RESOLVED**, that in regards to the Contract, SURA acknowledges and agrees that the Project was completed and that a Certificate of Completion was delivered to SOA at the time of completion. If the Certificate of completion cannot be located for any reason, this Resolution shall serve as conclusive proof of completion of the Project.

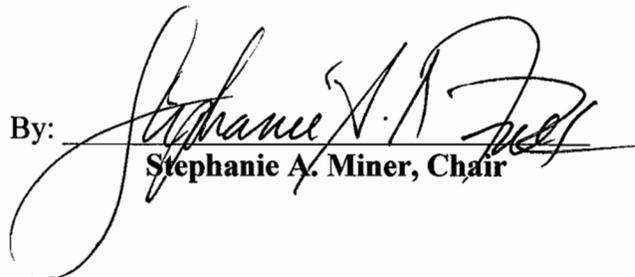
**BE IT FURTHER RESOLVED**, that in regard to Deed restriction at Section 2(e), which requires advertising and signage for sale and/or rental of the whole or any part of the Property to include the legend "AN OPEN OCCUPANCY BUILDING," SURA acknowledges, for the purpose of clarification, that "open occupancy" project or building means that the owner of the Property will not discriminate against individuals on the basis of race, color, religion (creed), gender, age, national origin (ancestry), disability, marital status, sexual orientation or military status, in any of its activities or operations, whether by sale or lease. Deed restriction at Section 2(e) survives and will remain in effect and said covenant constitutes a binding covenant running with the Property in perpetuity.

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

**DATED: August 2, 2016**

**SYRACUSE URBAN RENEWAL AGENCY**

By:

  
Stephanie A. Miner, Chair

## Appendix A

ALL THAT TRACT OR PARCEL OF LAND located in the City of Syracuse, County of Onondaga and State of New York being more particularly described as being in Lot P 6, Block 123, designated as Section 102, Block 08 Lot 04.0 Sublot .0 (102.-08-04.0), Property #1531002100, approximately 53.50' x 142.51' Mas. Building.

BEING ALSO DESCRIBED AS All that tract or parcel of land situate in the City of Syracuse, County of Onondaga and State of New York, being a portion of Lot #6 - Block #123 - in said City and being more particularly described as follows:

Beginning at the intersection of the present southerly line of East Genesee Street with the present westerly line of South Townsend Street; thence S.  $0^{\circ} 04' 30''$  W., along said present westerly line of South Townsend Street, a distance of 142.51 feet to its intersection with the present northerly line of McCarthy Avenue; thence N.  $89^{\circ} 48' 10''$  W., along said northerly line of McCarthy Avenue, a distance of 53.5 feet to the southeast corner of property now or formerly owned by the Syracuse Boys Club; thence N.  $0^{\circ} 04' 30''$  E., along the easterly line of said Syracuse Boys Club property a distance of 142.82 feet to its intersection with said southerly line of East Genesee Street, said point of intersection being the northeast of said Syracuse Boys Club property; thence S.  $89^{\circ} 28' 10''$  E. along said southerly line of East Genesee Street, a distance of 53.5 feet to the place of beginning.