

Submittal requirements for a ZONE CHANGE:

Legal requirements for a Zone Change approval are located in the Town of Clay Zoning Code, Section 230-24 C.(3).

INSTRUCTIONS:

File the required documents listed below with the Planning Department, Town of Clay, 4401 State Route 31, Clay, New York 13041 by the deadline date as shown on the Town Board calendar, which is provided with this packet.

√ Check list: (documents required)

- ONE (1) Original complete application** for the Zone Change including *legal description, Disclosure Affidavit, deed, Environmental Form, zone change map and survey* **and**
- FOUR (4) copies of the complete original application** for the Zone Change including *legal description, Disclosure Affidavit, deed, Environmental Form, Zone Change Map and Survey*.
- FIFTEEN COPIES (24" x 36" in size and MUST BE FOLDED) of the Zone Change Map** drawn to scale indicating major landmarks and roads leading to major highways, which should include:
 - A Title Block listing the name of the zone change, date, and scale.
 - A map Legend indicating significant features of the property (acreage, utilities, etc.)
 - The zoning classification of the site and all adjacent properties.
 - All existing easements and/or restrictions of record including rights-of-way, fully dimensioned;
 - All roads, watercourses, wooded acres, wetlands, (DEC and Corps of Engineers), flood plains (based on F.E.M.A maps), and other significant natural or manmade features.
 - All property lines shown with dimensions.
- FIFTEEN (15) ADDITIONAL COPIES** of the **survey** of the property, dated within six (6) months of submission.
- FIFTEEN (15) ADDITIONAL COPIES** of the **Environmental Assessment Form (EAF)** (Separate download) For all commercial project, all Industrial Projects, all Residential projects over 10 acres the Full EAF is required. For Residential projects under 10 acres the short EAF is required.

FEES: Payment must accompany the filing of this application for a Petition for a Change of Zone.

Zone Change Petition Fee: \$400.00

An electronic copy (**pdf format**) of the application (flash drive or email) must be submitted.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

You will not be on an Agenda until this checklist is complete

ENVIRONMENTAL ASSESSMENT FORM

MUST BE SUBMITTED WITH ALL APPLICATIONS

All Commercial Projects -Use **Full** Environmental Assessment Form

All Industrial Projects - Use **Full** Environmental Assessment Form

Residential Projects -Over 10 Acres -Use **Full** Environmental Assessment Form

Residential Projects -Under 10 Acres -Use **Short** Environmental Assessment Form

Town Board Case # _____
Planning Board Case # _____
Tax Map # _____ - _____ - _____

- Routing (1) Commissioner of Planning & Development
(2) Town Clerk
(3) Town Board Attorney
(4) City County Planning
(5) Town Supervisor

TOWN OF CLAY
PETITION FOR CHANGE OF ZONE

PROJECT NAME Great Northern Mall Redevelopment Planned Development District

PROJECT LOCATION 4155 NY-31, Clay, NY 13041

PROJECT DESCRIPTION Zone Change from RC-1 and RA-100 to Planned Development District
The 213.09 acre proposed project site is jointly owned/controlled by Hart Lyman Companies LLC and Conifer Real Estate Development affiliates (AKA "the Applicants", excluding one parcel owned by others (028.-01-40.5))

NAME OF APPLICANT Great Northern Development Group LLC

Mailing Address 500 Plum Street, Syracuse, New York 13204

Email Susan.Poissant@hlcoss.com **Phone** 315-420-1056

PROPERTY OWNER(s) (if not applicant) Refer to attached Parcel Ownership Table

Mailing Address _____ **Phone #** _____

PERSON/FIRM REPRESENTING APPLICANT Ms. Susan Poissant

(if applicable, please check one: architect, engineer, attorney)

Mailing Address 500 Plum Street, Syracuse, New York 13204

Email Susan.Poissant@hlcoss.com **Phone** 315-420-1056

LAND USE:

Current Use of Land Commercial, Retail,
Residential, vacant land

Total Acres 213.09

Present Zoning: RC-1 and RA-100

Requested Zoning: PDD

ACTION ON PETITION

- | | |
|---|--------------|
| 1. Date Petition and Fee received by Commissioner: | _____20_____ |
| 2. Planning Board Action: (a) Date of Filing | _____20_____ |
| (b) Date of Hearing | _____20_____ |
| (c) Date of Recommendation | _____20_____ |
| 3. Date Petition referred to County Planning | _____20_____ |
| 4. Date recommendation received from County Planning | _____20_____ |
| 5. Date of Public Hearing to be <i>called</i> by the Town Board | _____20_____ |
| 6. Date of Public Hearing to be <i>heard</i> by the Town Board | _____20_____ |
| 7. Date of Town Board decision on Petition | _____20_____ |
| Application <i>granted</i> () <i>denied</i> () | |
| 8. Date of notification to Petitioner | _____20_____ |

TO THE TOWN BOARD OF THE TOWN OF CLAY:

The Petition of Great Northern Development Group LLC residing at _____

500 Plum Street, Suite 300, Syracuse, NY 13204

respectfully states:

1. The Petitioner is the ~~(owner)~~ (owner) (purchase under contract) of certain property located at: Refer to the attached listing of properties in the Town of Clay. (List the street address of the subject premises.)
2. The name of the school district in which the subject premises is located is:
Liverpool
3. The Petitioner requests that the Zoning Ordinance of the Town of Clay, be amended, and the Zoning Map of the Town of Clay be to reclassify and change the zone of the subject premises from RC-1 and RA-100 District to Planned Development District.
4. The Petitioner hereby declares, for the purpose of reliance thereon by the Town of Clay, that the full particulars of the Petitioner's proposed use of the subject premises for the next five (5) years, if this change of zone is granted, are as follows: (Preliminary plat or site plan will be required upon request by the Planning Board.)
5. The proposed change of zone will not be materially detrimental to the public welfare nor to other property in the neighborhood because:
6. There are no nonconforming uses or structures on the subject premises and have been none during the last six (6) months preceding this Petition, except as follows: ~~(Specify exact date when nonconforming use or structure was commenced.)~~
7. The subject premises ~~(are)~~ (are not) located within 500 feet of the town line of the Town of Clay.
8. The subject premises ~~(are)~~ (are not) located within 500 feet of the boundary of the Village of North Syracuse.

9. The subject premises ~~(are)~~ are not located within 500 feet of any existing or proposed County or State park or other recreation area.

10. The subject premises (are) ~~(are not)~~ located within 500 feet of any right-of-way of any existing or proposed County or State parkway, thruway, expressway, road or highway.

11. The subject premises ~~(are)~~ (are not) located within 500 feet of any existing or proposed right-of-way of any stream or drainage channel owned by the County or for which the County has established channel rights.

12. The subject premises (are) ~~(are not)~~ located within 500 feet from the existing or proposed boundary of any County or State owned land on which a public building or institution is situated.

13. The proposed zone change ~~(does)~~ (does not) affect property within the protectively zoned area of a housing project authorized under the Public Housing Law.

14. The Petitioner hereby consents to Board action reverting the subject premises to its original zoning classification if the Town Board subsequently determines that any statement contained in this Petition or any statement made by the Petitioner at the public hearing called to consider the said Petition is materially false and was not made in good faith, the Petitioner further consents to Board action reverting the subject premises to its original zoning classification in the event that the Petitioner fails to abide by any conditions or restrictions contained herein or imposed hereafter by the Town Board.

15. Petitioner further waives any or all rights otherwise afforded to him under provisions of The Zoning Ordinance of the Town of Clay upon the granting of the change of zone requested herein.

Dated: March 13, 2024

Dated: _____, 20_____

Paul Poissaint
 (Individual Signature)

 (Individual Signature)

Great Northern Development Group LLC
 (Entity Name)

 (Entity Name)

By: *Paul Poissaint*
 (Officer) *authorized sign* (Title)

By: _____
 (Officer) (Title)

500 Plum St. Suite 303 Spring 13204
 (Mailing Address of Applicant)

 (Mailing Address of Applicant)

Telephone Number *315 420-1056*

Telephone Number _____

TOWN OF CLAY

DISCLOSURE AFFIDAVIT

This affidavit is a part of and must be completed and attached to every application, petition, request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit.

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

I. Susan Poissant, being duly sworn, deposes and says that (s)he is:
Applicant
(applicant, petitioner, corporation officer, property owner, etc.)

- II. That deponent has read and is familiar with the provisions of the General Municipal Law, Section 809 which states:
A. Every application, petition or request submitted for a variance, amendment, change of zoning, approval of a plat, exemption from a plat or official map, license or permit, pursuant to the provisions or any ordinance, local law, rule or regulation constituting the zoning and planning regulations of a municipality shall state the name, residence and the nature and extent of the interest of any state officer or any officer or employee of such municipality is a part, in the person, partnership or association making such application, petition or request (hereinafter called the applicant) to the extent known to such applicant.
B. For the purpose of this action an officer or employee shall be deemed to have an interest in the applicant when (s)he, his/her spouse, or their brothers, sisters, parents, children, grandchildren, or the spouse of any of them:
1) is the applicant, or
2) is an officer, director, partner or employee of the applicant, or
3) legally or beneficially owns or controls stock of a corporate applicant or is a member of a partnership or association applicant, or
4) is a party to an agreement with such an applicant, express or implied, whereby (s)he may receive any payment or other benefit, whether or not for services rendered, or contingent upon the favorable approval of such application, petition or request.
C. Ownership of less than five percent (5%) of the stock of a corporation whose stock is listed on the New York or American Stock Exchanges shall not constitute an interest for the purposes of this section.
D. A person who knowingly and intentionally violates this section shall be guilty of a misdemeanor.

III. That no Town of Clay officer, employee or a relative of either, as defined in Section 809 General Municipal Law has any interest in this application.

-OR-

If a Town of Clay officer, employee or relative of either as defined in Section 809 General Municipal law has any interest in this application, the full particulars are provided on an attached sheet.

Date: March 13, 20 24.

Date: _____, 20 ____.

Susan Poissant
(Individual Signature) (Print Name)

(Individual Signature) (Print Name)

Great Northern Development Group LLC
(Entity Name)

(Entity Name)

Susan Poissant
By (Officer) Authorized Member (Title)

By (Officer) (Title)

500 Plum St. Suite 303 Syracuse NY 13204
(Mailing address of applicant)

(Mailing address of applicant)

315 420-1058 N/A
(Telephone Number) (Fax Number)

(Telephone Number) (Fax Number)

ACKNOWLEDGEMENTS

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

THOMAS F. CAPONE
Notary Public - State of New York
No. 02CA6432762
Qualified in Onondaga County
Commission Expires May 9, 2026

On this 13th day of March in the year 20 24, before me, the undersigned, a notary public in and for said state, personally appeared Susan Poissant, and _____ 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 Petition and acknowledged to me that he/she/they executed the same in her capacity, and that by his/her/their signature(s) on the Petition, the individual or the persons upon behalf of which the individual acted executed the instrument.

[Signature]
Notary Public

Property Owner Affidavits

Parcel Ownership Table

Parcel ID	Owner	Acreage	Current Use
028.-01-43.0	Great Northern Holdings LLC	9.71	Vacant Land
028.-01-40.4	Great Northern Holdings LLC	121.04	Former Mall Site
028.-01-47.0	Clay Development Partners LLC	5.82	Wilkins RV
028.-01-40.5	Ranalli Generations LLC	12.10	Multi-Tenant Space
028.-01-40.3	Clay 4081 Rt 31, LLC	11.12	Large Retail Store
028.-01-13.4	DiBello, Lorraine; DiBello John	15.89	Vacant Land
028.-01-14.0	DiBello, Lorraine; DiBello, John	0.92	Single Family Residence
028.-01-13.1	DiBello, Lorraine; DiBello, John	3.74	Single Family Residence
028.-01-13.3	JDF Builders LLC	16.80	Vacant Land
028.-01-13.2	JDF Builders LLC	1.06	Vacant Land
028.-01-16.0	Soule Mabel and James H	1.49	Single Family Residence
028.-01-17.0	Schmidt, Crystal Lee	0.72	Single Family Residence
028.-01-18.0	Fiorito, Frances M	4.51	Vacant Land
028.-01-19.0	Fiorito, Frances M	0.17	Single Family Residence
028.-01-20.0	Trail Blazer Holdings LLC	4.00	Two Family Residence
028.-01-21.0	Fiorito, Frances M	0.30	Distribution Facility
028.-01-22.0	Fiorito, Frances M	0.67	Two Family Residence
028.-01-23.0	Fiorito, Frances M	0.28	Single Family Residence
028.-01-24	Fiorito, Frances M	0.35	Residential Vacant Land
028.-01-25.0	Fiorito, Frances	0.35	Restaurant
028.-01-26.0	Fiorito, Frances M	0.60	Single Family Residence
028.-01-27	Fiorito, Frances M	0.46	Single Family Residence
028.-01-28.0	Fiorito, Frances M	0.41	Single Family Residence
028.-01-29.0	Fiorito, Frances M	0.58	Single Family Residence

PETITION FOR A ZONE CHANGE:

Date 3/6/2024

(I / We) Clay Development Partners LLC being owner of premises known as:

ADDRESS(ES):

4155 State Route 31, Clay, NY (also known as Wilkins RV)

TAX MAP NUMBER(S) 028 . - 01 - 47.0
_____. - _____ - _____
_____. - _____ - _____

Agree to and join in the application of:

APPLICANT NAME:

Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

A Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidated former shopping mall with contiguous and nearby properties into a mixed use development project.

SIGNATURE

DocuSigned by:

Joe Poski

4D0FA5C613854C2...

PETITION FOR A ZONE CHANGE:

Date 3-8-2024

(I / We) Francis Florito
premises known as:

being owner of

ADDRESS(ES): 11 Parcels in total

(i) Tax Map No. 028.-01-25.0, 4285 State Route 31 (also known as the Euclid Restaurant); (ii) Tax Map No. 028.-01-26.0, with a street address 4277 State Route 31; (iii) Tax Map No. 028.-01-27.0, with a street address 4273 State Route 31; (iv) Tax Map No. 028.-01-28.0, with a street address 4269 State Route 31; (v) Tax Map No. 028.-01-29.0, with a street address 4261 State Route 31; (vi) Tax Map No. 028.-01-24.0, with a street address 8601 Morgan Road; (vii) Tax Map No. 028.-01-23.0, with a street address 8603 Morgan Road; (viii) Tax Map No. 028.-01-22.0, with a street address 8609 Morgan Road; (ix) Tax Map No. 028.-01-21.0, with a street address 8617 Morgan Road; (x) Tax Map No. 028.-01-19.0, with a street address 8625 Morgan Road; and (xi) Tax Map No. 028.-01-18.0, with a street address 8633 Morgan Road.

TAX MAP NUMBER(S) See above

Agree to and join in the application of:

APPLICANT NAME:

Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

a Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidated former shopping mall with contiguous and nearby properties into a mixed use development project

SIGNATURE

Francis M Florito

PETITION FOR A ZONE CHANGE:

Date 3/7/2024

(I / We) Crystal Lee Schmidt being owner of premises known as:

ADDRESS(ES):

8639 Morgan Rd., Clay, NY

TAX MAP NUMBER(S) 28 . - 01 - 17.0

Agree to and join in the application of:

APPLICANT NAME:

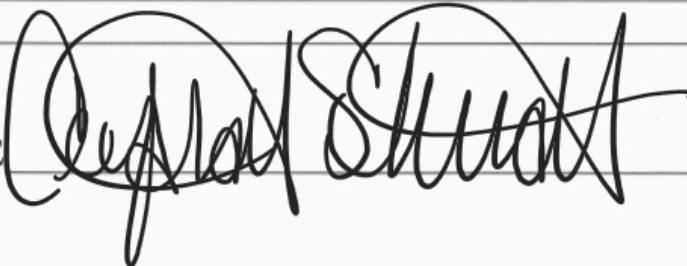
Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

a Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidated former shopping mall with contiguous and nearby properties into a mixed use development project.

SIGNATURE 

PETITION FOR A ZONE CHANGE:

Date 3/7/2024

(I / We) Daniel Soule, son and executor of James and Mabel Soule's Estate, being owner of premises known as:

ADDRESS(ES):

8653 Morgan Rd., Clay, NY

TAX MAP NUMBER(S) 028 . - 01 - 16.0
____ . - _____ - _____
____ . - _____ - _____

Agree to and join in the application of:

APPLICANT NAME:

Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

A Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidated former shopping mall with contiguous and nearby properties into a mixed use development project.

SIGNATURE Daniel J Soule

Monday, March 11, 2024 at 09:32:14 Eastern Daylight Time

Subject: Fwd: Pdf from Dan Soule
Date: Friday, March 8, 2024 at 10:52:47 AM Eastern Standard Time
From: Jennifer Moon
To: Thomas Capone
Attachments: James and Mabel Soule (Parents of Daniel Soule) - Authorization Form (1).pdf

Get [Outlook for iOS](#)

From: Dan Soule <daniel.soule@outlook.com>
Sent: Thursday, March 7, 2024 2:20:49 PM
To: Jennifer Moon <jennifer.moon@hlc.com>
Subject: Pdf from Dan Soule

PETITION FOR A ZONE CHANGE:

Date 3/12/24

(I / We) Clay 4081 Rt. 31, LLC being owner of premises known as:

ADDRESS(ES):

4155 State Route 31, Clay NY (also known as Dunk and Bright Furniture store)

TAX MAP NUMBER(S) 028 . - 01 - 40.3
_____. - _____ - _____
_____. - _____ - _____

Agree to and join in the application of:

APPLICANT NAME:

Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

A Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidate former shopping mall with contiguous and nearby properties into a mixed use development project.

SIGNATURE 
James S. Bright



Sent from my iPad

7:59 PM Tue Mar 12



44% battery icon



(I / We) Trailblazer Holdings LLC being owner of premises known as:

ADDRESS(ES):

8621 Morgan Rd., Clay, NY

TAX MAP NUMBER(S) 028 . - 01 - 20.0
_____. - _____ - _____
_____. - _____ - _____

Agree to and join in the application of:

APPLICANT NAME.

APPLICANT NAME:

Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

A Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidated former shopping mall with contiguous and nearby properties into a mixed use development project.

SIGNATURE



9/16 Mangan member
RONALD L. VAIL

PETITION FOR A ZONE CHANGE:

Date _____

(I / We) JDF Builders LLC being owner of premises known as:

ADDRESS(ES):

Morgan Road

TAX MAP NUMBER(S)	<u>028</u>	<u>. -</u>	<u>01</u>	<u>-</u>	<u>13.3</u>
	<u>028</u>	<u>. -</u>	<u>01</u>	<u>-</u>	<u>13.2</u>
	_____	<u>. -</u>	_____	<u>-</u>	_____

Agree to and join in the application of:

APPLICANT NAME:

Great Northern Development Group LLC

FOR A CHANGE OF ZONE TO:

A Planned Development District

FOR THE PURPOSE OF:

Redevelopment of a dilapidated former shopping mall with contiguous and nearby properties into a mixed use development project.

SIGNATURE  _____
5040A59B0DF843D...

Concept Plan

LEGEND:

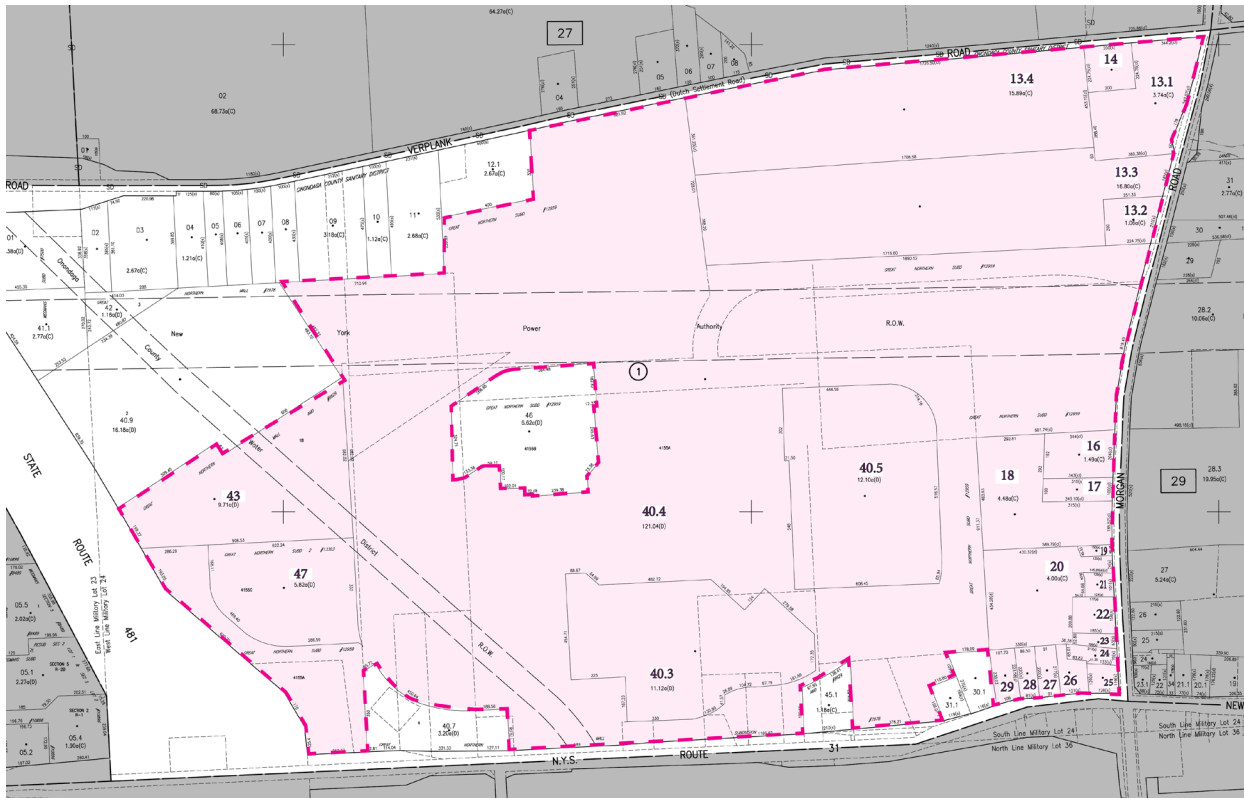
- | | |
|--------------------|---|
| (A) MIXED USE | (F) PARKING GARAGE (1,070 TOTAL SPACES - 5 STORY) |
| (B) RESIDENTIAL | (G) RECREATION |
| (C) COMMERCIAL | (H) HOTEL |
| (D) SENIOR HOUSING | (I) COMMUNITY CENTER |
| (E) MEDICAL | |



Narrative

I. PROJECT LOCATION & CONTEXT

The 213.09 acre proposed project site is jointly owned by Hart Lyman and Conifer Real Estate (aka “the Applicants”), excluding one parcel owned by others (028.-01-40.5). The site is located on the north side of New York State Route 31 (NY 31), with Morgan Road to the east, New York State Route 481 (NY 481) to the west, and VerPlank Road to the north. It is composed of twenty-four properties (see Onondaga County Tax Map 028). The majority of the area is zoned as Regional Commercial (RC-1) with other properties zoned as Abandoned Agricultural, One-Family Residence, and Two-Family Residence. The Applicants are proposing a zone change to a Planned Development District (PDD) for all included lots in order to develop the site with mixed uses of residential, commercial, recreational, and greenspace.



Onondaga County Tax Map 028 w/Proposed Site in Magenta

Previously the largest parcels of this project site were the location of Great Northern Mall, an indoor shopping center surrounded by parking. The construction of the mall was an important venture that helped turn the Town of Clay into a destination. The new project intends to honor the legacy established by Great Northern Mall and re-affirm this site as an anchor point for the community.

There are a few parcels at the perimeter and one in near the middle of the proposed site that are not part of the proposal that are also RC-1 properties, as well as an adjacent Limited Use/Gasoline Service (LuC-1)

area. Many of the parcels across NY 31 and NY 481 are zoned RC-1, with a few government (GOV) sites mixed in that include the Onondaga County Health Department Environmental Health Field Office as well as Onondaga County Water Authority's Farrell pump station. Parcels to the east of the site are identified as neighborhood commercial (NC-1), one-family residential, or agricultural/abandoned agricultural land.

Less than one mile east of the site is Clay Park North, a 35.8-acre recreation area that serves the community with open space, playgrounds, and sports fields. The park abuts the Town Hall and the Clay Volunteer Fire Department. The future home of the Micron semiconductor manufacturing campus is less than 3 miles east of the site along NY 31.



Site + Context

II. TOWN OF CLAY ZONING CODE

The majority of the proposed project site (75%) is currently zoned Regional Commercial (RC-1) with the rest of the area zoned either Abandoned/Vacant land or One/Two Family Residential (18% and 7%, respectively). RC-1 allows for “diverse, large-scale commercial development of potentially multiple lots, structures and uses arranged in a planned and coordinated manner” (*Town of Clay Zoning Code, 2020, §230-16C*). This designation ensures that the development that happens within its boundaries has a unified look due to site considerations including its architectural design, parking, and signage. RC-1 sites are meant to stitch neatly into the community fabric and allow the following uses:

- Shopping center
- Personal service use
- Bank/credit union
- Indoor theater
- Medical office
- Nursing home/assisted-living facility
- Veterinary care facility
- Instructional Facility
- Retail use
- Office building
- Restaurant
- Motel/hotel
- Hospital/clinic
- Public self-storage Facility
- Day-care facility
- Outdoor retail sales & service

While the list of uses within RC-1 is extensive, it does not include all of the uses proposed with this project. Rather than spot zoning the site into separate zoning districts of Neighborhood Commercial (NC-1), Recreation (Rec-1), and Apartment (R-APT), the Applicants believe a Planned Development District (PDD) would be the most viable zone for the site.

By creating a PDD, the Applicants and the Town will create a cohesive neighborhood that allows for mixed-use structures and distinctive architectural spaces that would otherwise not be feasible. A PDD is identified in the *Town of Clay Zoning Code* as follows:

This district allows for a variety of land uses and a flexible arrangement of lots, structures, and land uses in a well-planned and coordinated design. The flexibility of land uses and lots is achieved by the Town continuously participating in and approving stages of project planning and development. Any combination of land uses already permitted within the Town may be proposed for development on sites under this district. This district is also intended to accommodate land uses or scales of development that may be unique or require more consideration by the Town. This district may be applied anywhere in the Town, provided the project scale and design is found to further Town planning goals and to be compatible and coordinated with the environmental constraints and the existing and/or planned availability of public water, sewer, drainage, and transportation facilities. (§230-18B)

A zone change to a PDD is mutually beneficial to the Town and the Applicants. The Applicants would be able to utilize a variety of building types and uses rather than relying solely on one type of developable market. This creates a level of certainty for the Town and the Applicants that there will be revenue (tax base, consumers, rent, leases) and services (businesses, amenities) available to keep and attract residents and businesses. With the arrival of additional jobs nearby, establishing a mixed-use development in close proximity to the future manufacturing campus will enhance the NY 31 corridor and reestablish this site as a community hub.

While the proposed zoning changes to this site will maintain the existing commercial fabric of the immediate area, it will also extend multi-family housing into the heart of the Town of Clay. Just south of the project site along NY 481 the land is predominantly residential, with a heavy focus on single family residences. The intersection of NY 31 with NY 481 marks a distinct shift to commercial development, followed by another sharp shift to residential/agricultural in areas north of the site. Increasing the variety and availability of housing stock in the Town of Clay is essential to the community's partnership with the future manufacturing expansion. Including new recreational amenities nearby will, in turn, enhance the appeal of the new residential area to potential tenants.

Without a change of zone, the site residential offerings would be restricted to approximately twelve individual residences limited to 30' in height. No apartments nor recreation uses would be possible. Most of the site (120 acres, or 75% of 160 acres of existing RC-1 lots) could be installed with a combination of structure and pavement, which assumes 40 acres (25%) of greenspace (landscape perimeter, stormwater areas, etc.). The commercial structures would be limited to 50' in height for office buildings, motel/hotels, hospital/clinics, and nursing home/assisted-living facilities. All other uses would be limited to 35' height.

Under the PDD the site area will be apportioned with significantly more diversity of program:

- 10% Commercial Buildings (includes hotels, medical facilities, and parking garages)
- 3% Mixed-use Buildings
- 2% Residential Buildings
- 2% Recreation Areas/Buildings
- 5% Sidewalks
- 46% Roads
- 32% Greenspace

III. POINTS OF ACCESS

The main access to the development will be from NY 31, with secondary access points on Morgan Road and VerPlank Road. This vehicular circulation takes advantage of existing roadways from the former site layout. Similarly, the ring road that circumnavigated the former site will remain. Two proposed roads will bisect the ring road E-W and N-S and create distinctive site axes that will be tentatively named Main Street and Central Commons, respectively. It is expected that all of the proposed streets within the new neighborhood will become private roads.

The applicants recommend that the Town consider adding an interchange between NY 481 and the VerPlank Road overpass. This will increase access to the proposed ambulatory care facility and additional medical offices near the entrance on VerPlank Road. The applicants also recommend the installation of an access road from the southwest region of the site to the lanes of NY 481 running north. This would alleviate anticipated future congestion at the NY 31 and NY 481 interchange.

IV. LAND USES, DEVELOPMENT DENSITY, & BUILDING TYPES

The proposed PDD plan will not only be a newly developed district, but it will also be an extension and enhancement of the Clay community, supplying a mix of uses that will benefit Clay both present and future.

Commercial & Residential

The site is designed with commercial services interspersed throughout. However, distinct services are intended to be offered in areas that ease user access and enhance overall site function. The majority of

commercial/retail buildings are to be found along Morgan Road to the east and facing NY 31 to the south. Positioning commercial space along these roads creates a buffer between the major roads of Clay and the residential community within the site and maintains the same pattern of business development that currently exists along this corridor. The main draw of the west edge of the site, near NY 481, will be a commercial/recreation business. Other commercial spaces nearby will draw consumers here as well. To the north, along VerPlank Road are 3.5 acres of 3 and 4-story medical commercial offices. There will also be a 1.3 acre 2-story ambulatory care facility. The ambulatory care facility is sited with quick access to VerPlank Road and is anticipated to accommodate a roof helipad. There are seven proposed 6-story hotels situated through the area: one connected to the ambulatory care facility, one east of the medical offices, two near Morgan Road and NY 31, and three hotels east of NY 481, near the commercial/recreation business.

Moving deeper into the heart of the site, the design adds in the mixed-use and residential components that will be new to this area. The buildings along the intersection of Main Street and Central Commons will provide first-floor commercial/retail with residences above. These mixed-use structures invite the entire Clay community into the site for new opportunities to shop, gather, and interact, thus honoring and building upon the spirit of Great Northern Mall. For the occupants in the 3-5 floors of residences above the shops and in the 5-6 story residential buildings just north of this intersection, living in close proximity to retail and recreational services will help establish a sense of place and inspire community connection.

There are two buildings (49,600 sf total) designated as senior housing. The senior housing is situated close to the retail along Morgan Road and is anticipated to contain 200 units.

The residences will offer a number of amenities including all interior and exterior maintenance. Some of the units will have outdoor spaces (balconies or walkout patios). Each residence will have Energy Star appliances, laundry facilities and 9/10-foot ceilings. The buildings will also provide elevators, creating universal accessibility. All occupants will have access to the centrally-located neighborhood club and its amenities

Recreation

There are three spaces proposed with distinct recreation opportunities: a neighborhood club, a community center, and a commercial/recreation business. Additionally, a bike/pedestrian path along Route 31 will connect the neighborhood to North Clay Park and the adjacent Clay Townhall. This community will supply sidewalk connections to existing roadways.

The proposed neighborhood club includes a 4,500 sf clubhouse as well as a swimming pool and pickleball courts. It is centrally located with respect to the majority of the residential development. The club will be accessible by all residential units. There would be no added fee for the residents to use this facility since it would be included as part of their fees. It will supply restrooms, concessions, and multi-purpose rooms

The community center will serve the wider Clay community with multi-functional spaces for miscellaneous programming to be decided by the town. It is sized to easily house an indoor basketball court.

The commercial/recreation business will be located along the southeast region of the site. The proposed use of the site is a driving range/entertainment complex. It will be accessible for use by the public. This may include incidental facilities for serving food and beverages.

Greenspace

Of the 213.09 acres that comprise this site, 32% of it will be designated as “greenspace.” The greenspace consists of a variety of vegetated areas, using either landscaping or lawn, which include roadway buffers, a public utility easement, landscaped plazas, stormwater areas, pedestrian connections, and parking islands. The greenspace adjacent to the commercial/ buildings and surrounding the site will primarily serve as an aesthetic buffer. A neighborhood entry plaza at NY 31, a clubhouse-adjacent greenspace for the residents, and a central commons will offer planted areas for passive recreation.

V. BUILDING MATERIALS

The architecture of this development will reflect the contemporary style characteristic of the area, but with a richer variety of materials. Architectural features will include balconies, roof top amenity spaces, and distinctive facades with material finishes varying between the ground floor and upper stories. The color palette will focus on earth tones and natural materials with additional accenting colors. Buildings will have wood frame construction and concrete foundations. They will also have sprinklers and fire department connections. Building architectural finishes and materials will be further developed with the Town of Clay during the PDD approval process.



Streetview Rendering of Mixed-Use Buildings



Bird's-eye View Rendering of Main Street and Central Commons, looking SE

VI. COST, DEMOGRAPHICS, & POPULATION

Residential

All of the residences will be available on a first-come, first-serve basis with no restrictions on the type of user(s). The only factor to determine the occupant will be the rent and home prices, which are expected to be market rate. With a full build-out of the site there is expected to be approximately 2,354 residents as listed in the assumptions below:

- There will be a range of studio, one-bedroom, two-bedroom, and three-bedroom units per building, depending on the number of residential floors and building design.
- There will be 1,436 units offered with an average of 1.5 people per unit.
- There will be (2) buildings of senior housing, anticipated to provide an additional 200 units in total.

Commercial (including Medical and Hotel)

The commercial spaces will only be restricted by the type of tenant. It is anticipated that retail, personal service, office building, bank/credit union, medical office, hospital/clinic, hotel/motel, instructional facility, day-care center, drive-thru with a special permit, and restaurant would be permitted uses within the commercial spaces.

VII. PARKING

There are 10,876 parking spaces provided across the proposed site through a combination of parking structures and surface parking. Many of the existing parking areas will be reutilized as part of the proposed parking scheme. Parking will be located adjacent to each building on the site to accommodate building access, employee/visitor parking, and multiple tenants.

The 1,436 apartment units will offer 2,154 total parking spaces. Two parking structures with 1,070 parking spots each will account for the majority of spaces for the residents. The remainder of spaces will be provided by nearby surface parking. The lot adjacent to the senior housing will include 200 spaces for residents.

There are parking accommodations near the recreation areas as well. The community center will be associated with at least 150 spots and the parking lot by the commercial/recreation business accommodates 571 vehicles. The neighborhood club is within walking distance of its users and thus will not have designated parking.

Adjacent to each of the medical facilities are surface lots with a total of 2,324 spaces available for visitors, patients, and staff.

The material used for all of the proposed parking lots will be asphalt and concrete curbing with individual space and handicap striping. All existing lots will be resurfaced in keeping with the proposed lots. Parking permits will be issued to residents and will be based on the number of bedrooms in a unit. Except for handicapped parking, there are no designated parking spaces. Visitor parking will be based on availability.

VIII. IMPACT ON EXISTING & PROVISION FOR PUBLIC UTILITIES

Public facilities will include the basic utilities of water, sewer, gas, electric, telephone, cable, and storm. Based on the survey completed by Moore Land Surveying P.C., the following is the inventory of existing utility services:

Water

The 10-inch water service is already located along multiple locations across the site within 20-foot-wide Onondaga County Water Authority (OCWA) Easements. There is a 99' water easement granted to OCWA that cuts diagonally from NY 31 toward the Luc-1 area. The site's water service originates from a few access points along NY 31

Sanitary Sewer

The existing sanitary sewer service is networked throughout the existing site with manhole access and a 20-foot easement granted to the Town of Clay. The PVC pipe system is mainly 8" wide but also contains 4" and 6" wide segments.

The sanitary sewer service calculated gallons per day (gpd) from the proposed residential, commercial, and recreational spaces are:

- Residential = 288,750 gpd
- Recreation = 8,064 gpd
- Commercial (including Medical and Hotel) = 168,492 gpd

Gas

Gas plumbing is networked around the existing site structure. It will be repurposed for the proposed site uses.

Electric, Telephone, and Cable

Existing utilities are located at various corners of the existing mall site. Transformer and switch gears will be re-installed at locations favorable to the proposed site design.

Storm

Storm sewer service will utilize and modify the existing network. The existing outfalls will be used. It is anticipated that all stormwater will be contained, treated, and released within the site.

IX. CONSTRUCTION PHASING SCHEDULE

The project will start with demolition of the existing mall, utility improvements necessary to accommodate the new development, and construction of portions of the mixed-use and commercial development south of Main Street. The second phase of work will likely include development of the parcels adjacent to Morgan Road, construction of the community center, and construction of the commercial/recreation business entertainment complex along NY 481. Phase three will include the construction of the mixed-use and residential developments north of Main Street and various hotels on site. In the fourth phase the ambulatory care facility and the commercial/medical spaces near VerPlank Road will be constructed. The commercial/retail market will then steer the next phases of development. The expected timeline for the completion of the project will be 10-15 years from approval.

X. PROTECTIVE COVENANTS AND RESTRICTIONS

The specific restrictions regarding construction, design, aesthetics, and maintenance for the residential and commercial portions of the proposed project will be developed with the Town of Clay during the PDD review/development process. Each portion of development, particularly the commercial/office space, is subject to a formal town site plan review and approval process, as well as any other review and approvals that are and will be required to complete the project.

XI. SUSTAINABLE PRACTICES

The site will meet all NYS current stormwater management standards. Existing streams and stormwater areas will remain. Additionally, there are features of this project's design that will be environmentally sustainable to assist with both area and volume reduction of stormwater:

- Permeable walkways and trailways
- Rain gardens at the neighborhood club and larger greenspaces
- Permeable pavers at the community center and neighborhood club
- Vegetated swales leading to stormwater ponds

- Native landscaping
- Utilizing U.S. Green Building Council LEED (Leadership in Energy and Environmental Design) criteria for construction

PARKING BREAKDOWN

Parking Requirements by Building							
Building	Building Type	Area	Parking Calculation	PARKING TOTALS	spaces	area	med footprint
C1	Retail	6,000 sqft	5 spaces/1,000 sqft	30	5	1000	
C2	Retail	65,380 sqft	5 spaces/1,000 sqft	327	5	1000	
C3	Retail-Grocery	12,011 sqft	5 spaces/1,000 sqft	61	5	1000	
C4	Retail	8,978 sqft	5 spaces/1,000 sqft	162	18	1000	
C6	Restaurant	4,900 sqft	18 spaces/1,000 sqft	89	18	1000	
C7	Restaurant	10,970 sqft	18 spaces/1,000 sqft	198	18	1000	
C8	Restaurant	4,900 sqft	5 spaces/1,000 sqft	89	18	1000	
C9	Retail	13,500 sqft	5 spaces/1,000 sqft	68	5	1000	
C10	Retail	15,886 sqft	5 spaces/1,000 sqft	80	5	1000	
C11	Retail	18,000 sqft	5 spaces/1,000 sqft	90	5	1000	
CC	COMMUNITY CENTER	30,000 sqft	5 spaces/1,000 sqft	150	5	1000	
H1	hotel	125 rooms	1.1 spaces/room	138	1.1		
H2	hotel	125 rooms	1.1 spaces/room	138	1.1		
H3	hotel	125 rooms	1.1 spaces/room	138	1.1		
H4	hotel	125 rooms	1.1 spaces/room	138	1.1		
H5	hotel	125 rooms	1.1 spaces/room	138	1.1		
H6	hotel	125 rooms	1.1 spaces/room	138	1.1		
H7	hotel	125 rooms	1.1 spaces/room	138	1.1		
MU1-MU2	retail	43,372 sqft	5 spaces/1,000 sqft	217	5	1000	
	residence	164 units	1.5 spaces/unit	246	1.5		
	total			463			
MU3-MU4	retail	43,372 sqft	5 spaces/1,000 sqft	217	5	1000	
	residence	164 units	1.5 spaces/unit	246	1.5		
	total			463			
MU5-MU6	retail	55,980 sqft	5 spaces/1,000 sqft	280	5	1000	
	residence	250 units	1.5 spaces/unit	375	1.5		
	total			655			
MU7-MU8	retail	55,980 sqft	5 spaces/1,000 sqft	280	5	1000	
	residence	250 units	1.5 spaces/unit	375	1.5		
	total			655			
MU9	commercial	60,797 sqft	5 spaces/1,000 sqft	304	5	1000	
	residence	48 units	1.5 spaces/unit	72	1.5		
	total			376			
MU10	commercial	26,515 sqft	5 spaces/1,000 sqft	133	5	1000	
R1	Managed-Care Facility	100 units	1 spaces/unit	100	1		
R2	Managed-Care Facility	100 units	1 spaces/unit	100	1		
R3	residence	108 units	1.5 spaces/unit	162	1.5		
R4	residence	108 units	1.5 spaces/unit	162	1.5		
R5	residence	348 units	1.5 spaces/unit	522	1.5		
ACF	Ambulatory Care	150,000 sqft	5 spaces/1,000 sqft	750	5	1000	67158
M1	Medical Office	100,575 sqft	5 spaces/1,000 sqft	503	5	1000	33525
M2	Medical Office	234,300 sqft	5 spaces/1,000 sqft	1172	5	1000	42600
M3	Medical Office	100,575 sqft	5 spaces/1,000 sqft	503	5	1000	33525
MCO-1	Medical Office	170,400 sqft	5 spaces/1,000 sqft	852	5	1000	42600
A1	Recreation/Entertainment	67,890 sqft	6 spaces/1,000 sqft	408	6	1000	
A2	Clubhouse	4,500 sqft	Accessory use- no parking	0	0	1000	
A3	Clubhouse	2,500 sqft	Accessory use- no parking	0	0	1000	
			TOTAL PARKING NEED	10288			

PROVIDED PARKING		
Parking Lot	Spaces	
LOT A	571	TOP GOLF
LOT A1	246	H1
LOT A2	90	C1
LOT B	138	H2
LOT C	328	extra lot
LOT D	279	lot above res
LOT E	57	H3
LOT F	278	top commercial
LOT G	520	main commercail
LOT H	293	front commercial LEFT
LOT I	269	front commercial right
LOT J	284	right lot
LOT K	121	above Fitness Center Mixed
LOT L	471	ACF and H4
LOT M	147	H5
LOT N	858	South medical lot
LOT O	605	Senior Housing and Commercial
LOT P	437	Lower Morgan Rd Commercial and H6 & H7
LOT Q	504	M1 Lot
LOT R	348	M2 Lot
LOT S	574	M3 lot
LOT T	898	MCO-1 Lot
GARAGE A (5 Stories)	1070	
GARAGE B (5 stories)	1070	
ON-STREET PARKING	398	
TOTAL PARKING PROVIDED	10854	

Main Site Hotels total need 414
Main Site Hotels total provided 522
Surplus 108 including 81 from Lot F

Retail/Commercial Need 580
Retail/Commercial Provided 580
Surplus 0 including 13 from On-Street

Mixed Use Retail & Restaurants Nec 1394
Mixed Use Retail & Restaurants Prov 1673
Surplus 279

Morgan Road Commercial need 238
Morgan Road Hotel need 276
Morgan Road Senior Residential 200
Morgan Road Parking provided 818
Surplus 104

RESIDENTIAL UNITS 1440
RESIDENTIAL NEED 2160
RESIDENTIAL PROVIDED 2160
Surplus 0 including 20 from On-Street

Community Center Need 150
Community Center Provided 150
Surplus 0

MEDICAL OFFICE NEED 3917
Hotel (H4 & H5) NEED 276
MEDICAL area provided 4079
Surplus 114

TOTAL PARKING NEEDED 10288
TOTAL PARKING PROVIDED 10854
Surplus 566

Morgan Road Site							
Building	Building Type	Area/Units	Parking Calculation	PARKING TOTALS	Spaces	Area	
R1	Senior housing	100	1 space/ unit	100	1		
R2	Senior housing	100	1 space/ unit	100	1		
C9	Retail	13,500 sqft	5 spaces/1,000 sqft	68	5	1000	
C10	Retail	15,900 sqft	5 spaces/1,000 sqft	80	5	1000	
C11	Retail	55,000 sqft	5 spaces/1,000 sqft	275	5	1000	
MU10	Mixed Use	18000	5 spaces/1,000 sqft	90	5	1000	
H6	hotel	125 rooms	1.1 spaces/room	138	138	1.1	
H7	hotel	125 rooms	1.1 spaces/room	138	138	1.1	
			Needed	788			

Long
Environmental
Assessment Form

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:		
Project Location (describe, and attach a general location map):		
Brief Description of Proposed Action (include purpose or need):		
Name of Applicant/Sponsor:		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Project Contact (if not same as sponsor; give name and title/role):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
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 Council, Town Board, or Village Board of Trustees <input type="checkbox"/> Yes <input type="checkbox"/> No		
b. City, Town or Village Planning Board or Commission <input type="checkbox"/> Yes <input type="checkbox"/> No		
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input type="checkbox"/> No		
d. Other local agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input type="checkbox"/> No ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> 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 1

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. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?

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? Yes No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? _____

b. What police or other public protection forces serve the project site?

c. Which fire protection and emergency medical services serve the project site?

d. What parks serve the project site?

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)?

b. a. Total acreage of the site of the proposed action? _____ acres
b. Total acreage to be physically disturbed? _____ acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ 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? Yes No
If Yes,

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: _____ 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	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ 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: _____
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: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

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: _____ 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: _____
- 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: _____

- Source(s) of supply for the district: _____

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: _____ 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): _____

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

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- 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

• Do existing sewer lines serve the project site? Yes No
 • Will a line extension within an existing district be necessary to serve the project? Yes No
 If Yes:
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

 • Will stormwater runoff flow to adjacent properties? Yes No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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 _____ Proposed _____ Net increase/decrease _____

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: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 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: _____

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.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ • Saturday: _____ • 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:

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

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:

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:

b. Land uses and covertypes on the project site.

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

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:

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:

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? _____ 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: _____ %
 _____ %
 _____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: Well Drained: _____ % of site
 Moderately Well Drained: _____ % of site
 Poorly Drained _____ % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ % of site
 10-15%: _____ % 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* or *ii*, 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:

- 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Describe the habitat/community (composition, function, and basis for designation): _____ _____ <i>ii.</i> Source(s) of description or evaluation: _____ <i>iii.</i> Extent of community/habitat: <ul style="list-style-type: none"> • 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing (endangered or threatened): _____ _____ _____	
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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Species and listing: _____ _____	
q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: _____	
b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>i.</i> If Yes: acreage(s) on project site? _____ <i>ii.</i> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature <i>ii.</i> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <i>i.</i> CEA name: _____ <i>ii.</i> Basis for designation: _____ <i>iii.</i> Designating agency and date: _____	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No

If Yes:

i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

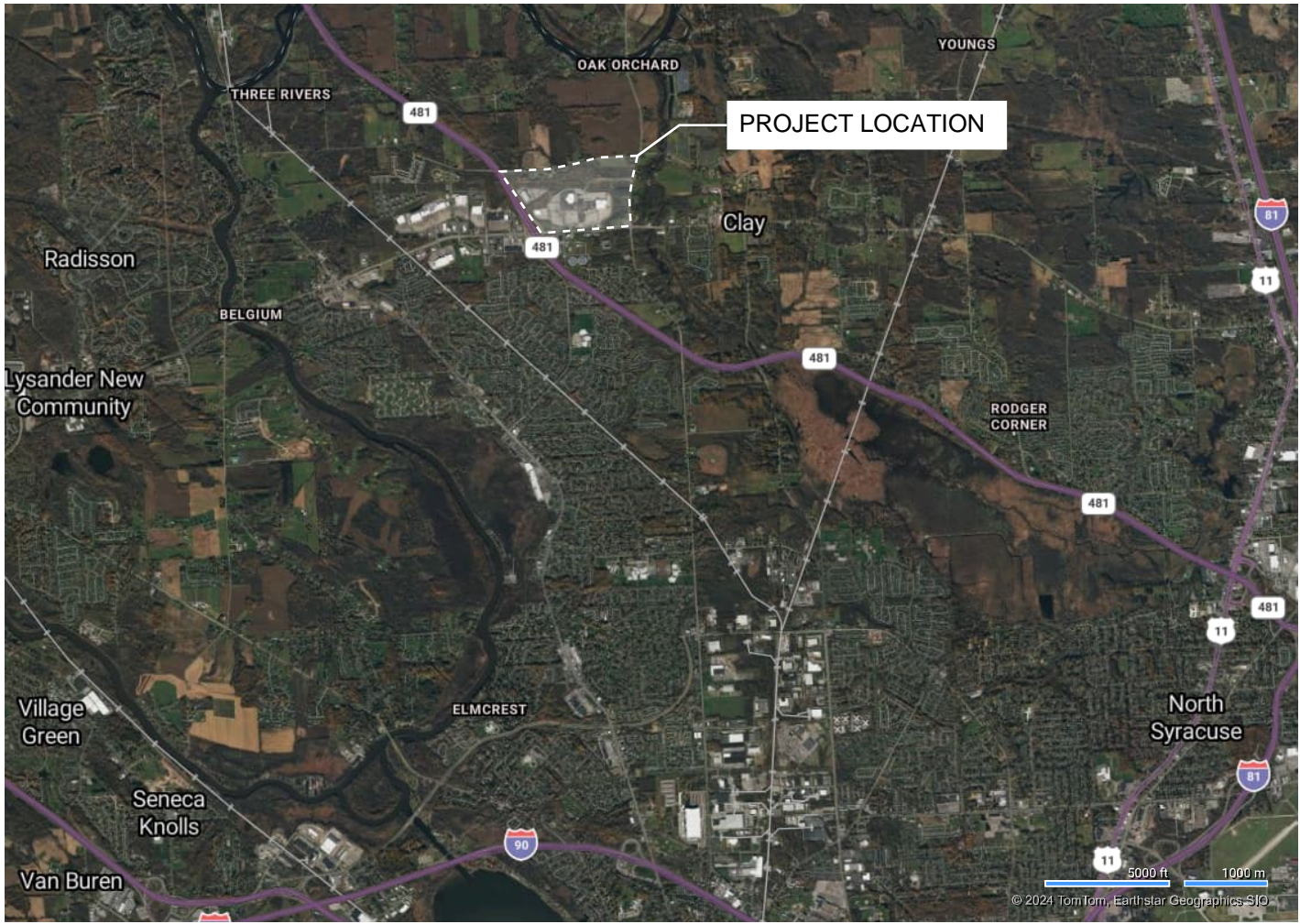
If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Susan Poissant Date 3/13/24

Signature [Signature] Title authorized signer



PROJECT LOCATION

THREE RIVERS

OAK ORCHARD

YOUNGS

481

481

Clay

Radisson

BELGIUM

Lysander New Community

481

RODGER CORNER

481

81

11

481

11

Village Green

ELMCREST

North Syracuse

81

Seneca Knolls

Van Buren

90

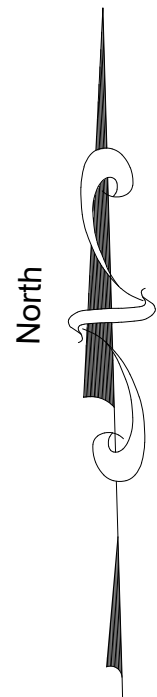
11

5000 ft

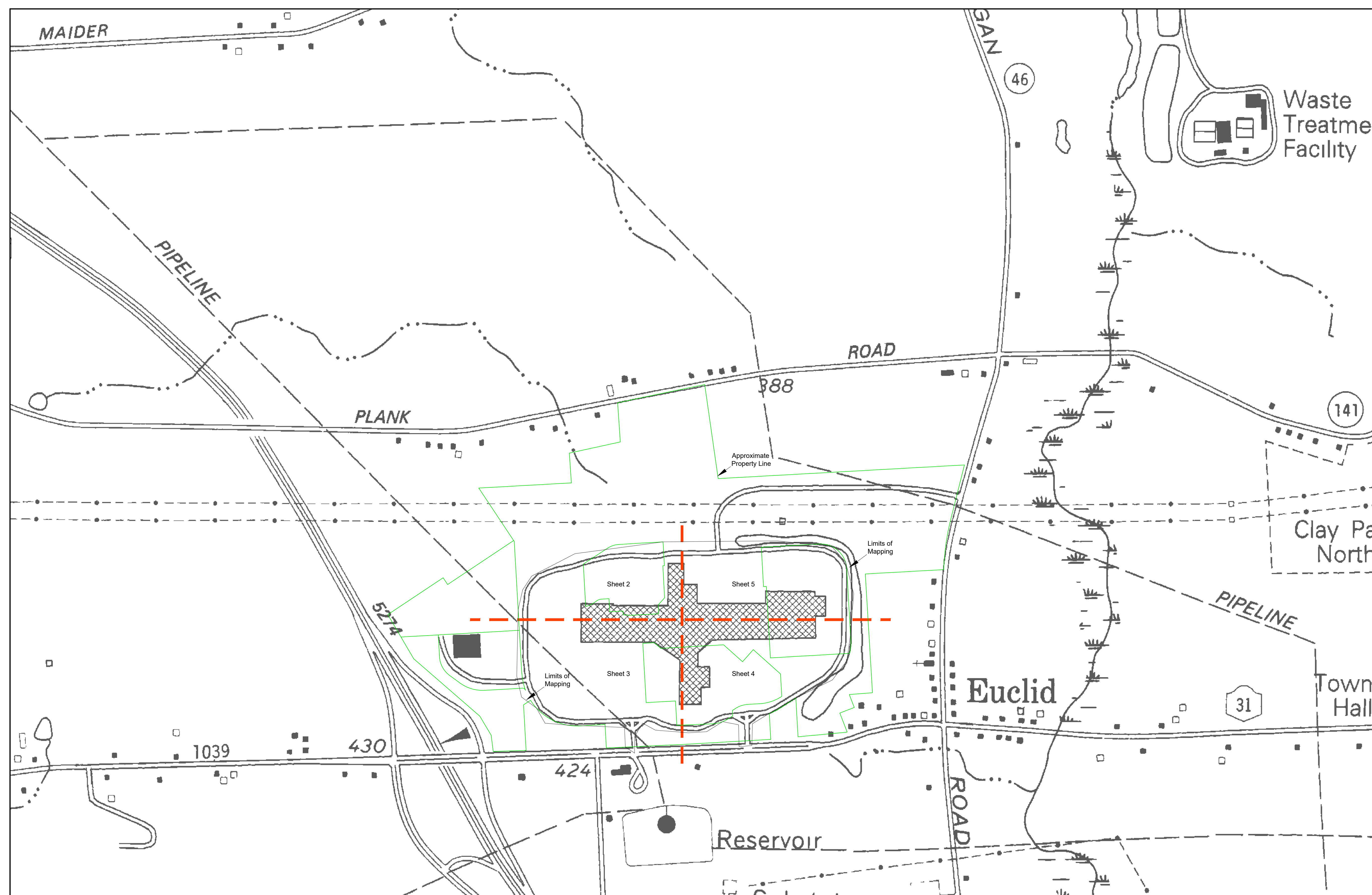
1000 m

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Maps



Topographical Survey Lands of
Great Northern Holdings, LLC
 New York State Route 31



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Legend:

- Existing Finished Floor Elevation
- Existing Clean Out
- Existing Traffic Sign
- Existing Fire Hydrant
- Existing Light Pole
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File No. 23-25
 Sheet No. 1 of 5



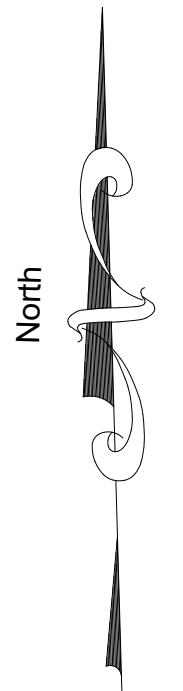
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Being Part of Lot No. 24
 Town of Clay - Onondaga County - New York

Moore Land Surveying, P.C.

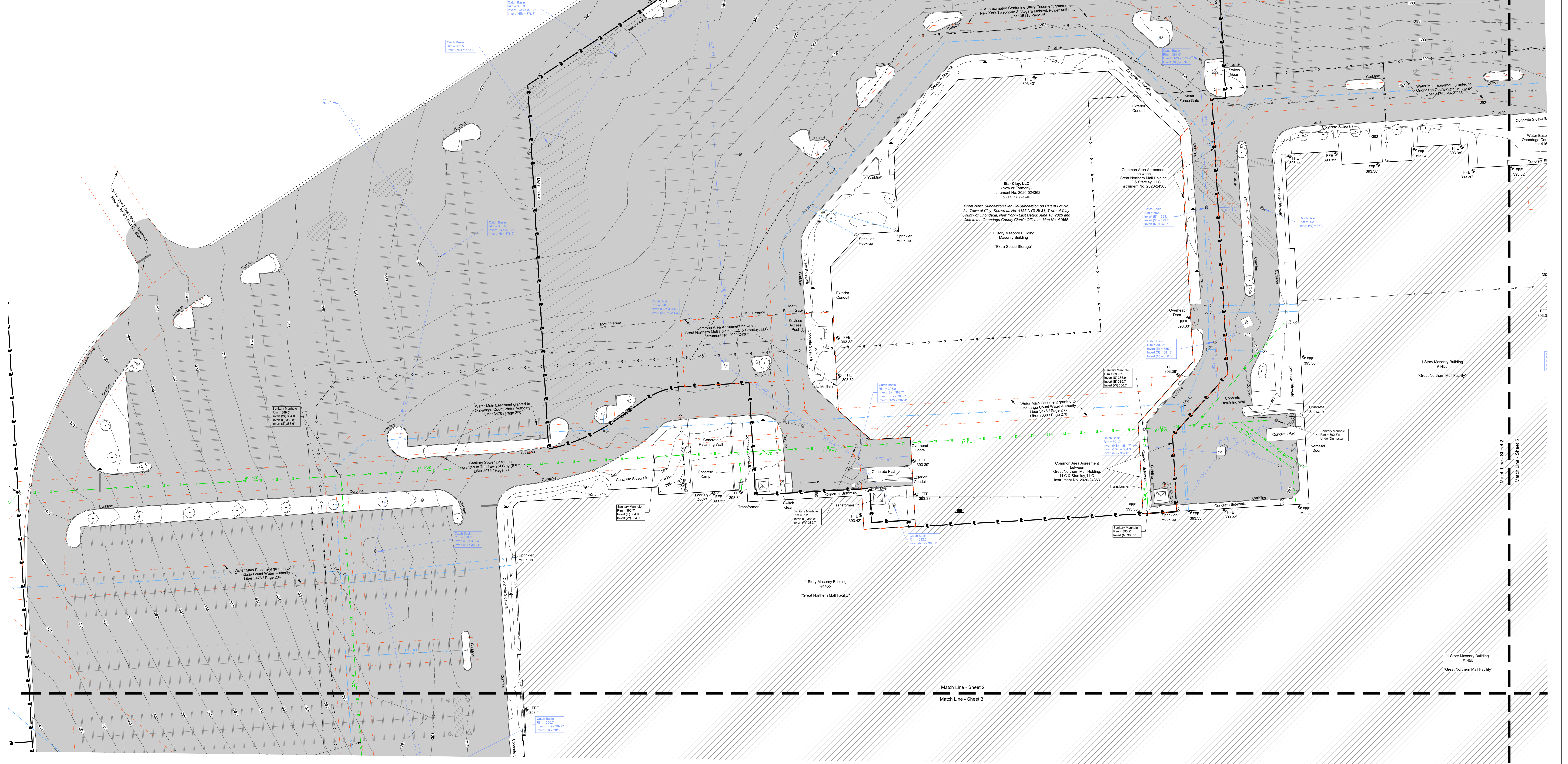
1721 Black River Boulevard
 Rome, New York, 13440
 Office: 315-336-9450
 Fax: 315-829-5429

Dated: March 10, 2023
 Revised:
 Scale: 1" = 30 Ft.
 Drawn By: MK
 Checked By: JM



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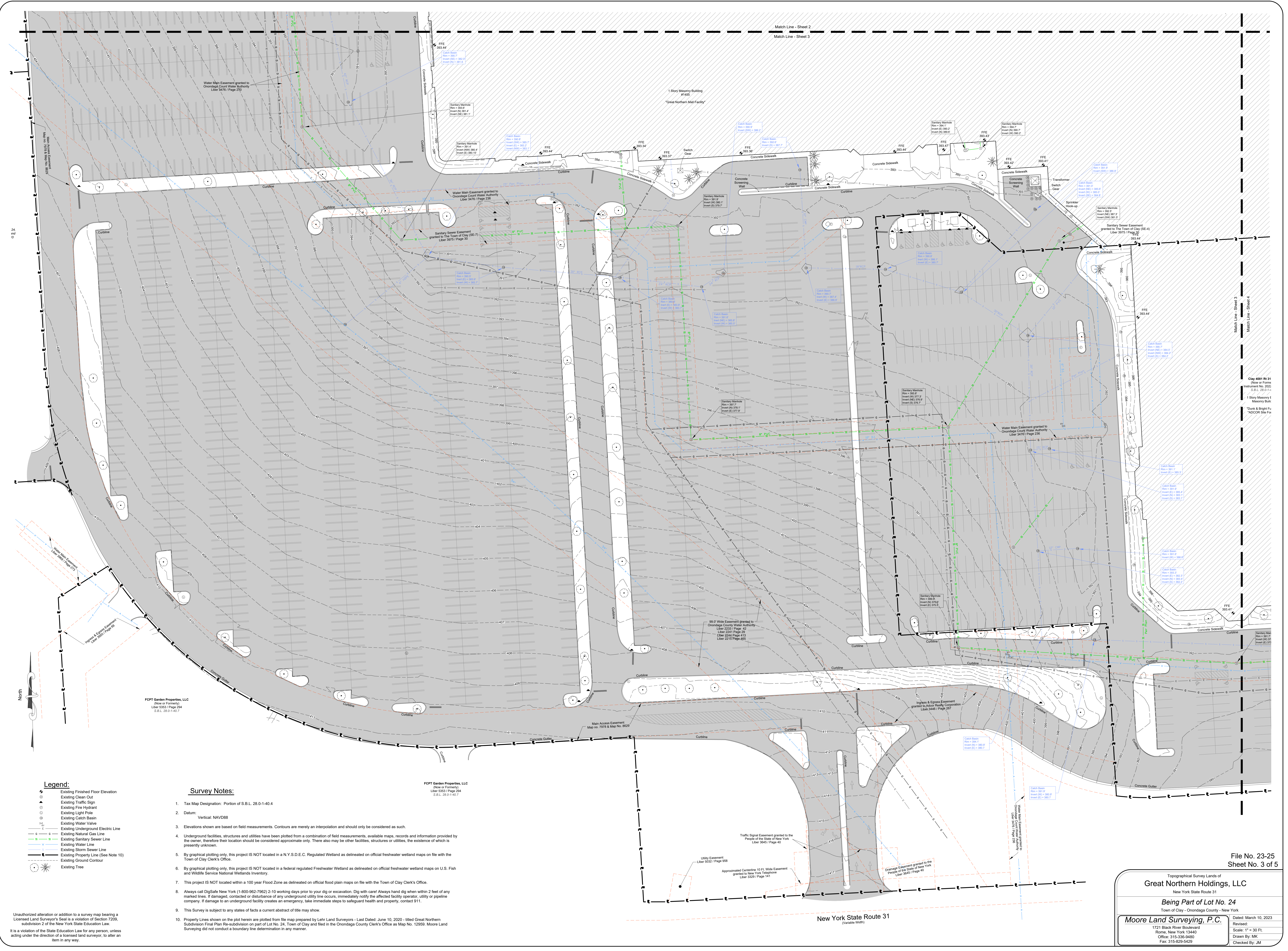
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File No. 23-25
Sheet No. 2 of 5

Topographical Survey Lands of
Great Northern Holdings, LLC
New York State Route 31
Being Part of Lot No. 24
Town of Clay - Onondaga County - New York

Moore Land Surveying, P.C.
1721 Black River Boulevard
Rome, New York 13440
Office: 315-336-9450
Fax: 315-829-5429

Dated: March 10, 2023
Revised:
Scale: 1" = 30 Ft.
Drawn By: MM
Checked By: JM



24
of
27

Match Line - Sheet 1
Match Line - Sheet 4

Clay 4881 No. 31
(Now of Form)
Instrument No. 3022
S.B.L. 28.0-1-4
1 Story Masonry Bldg
Masonry Bldg
*ADCR Site Fu

File No. 23-25
Sheet No. 3 of 5

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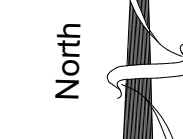
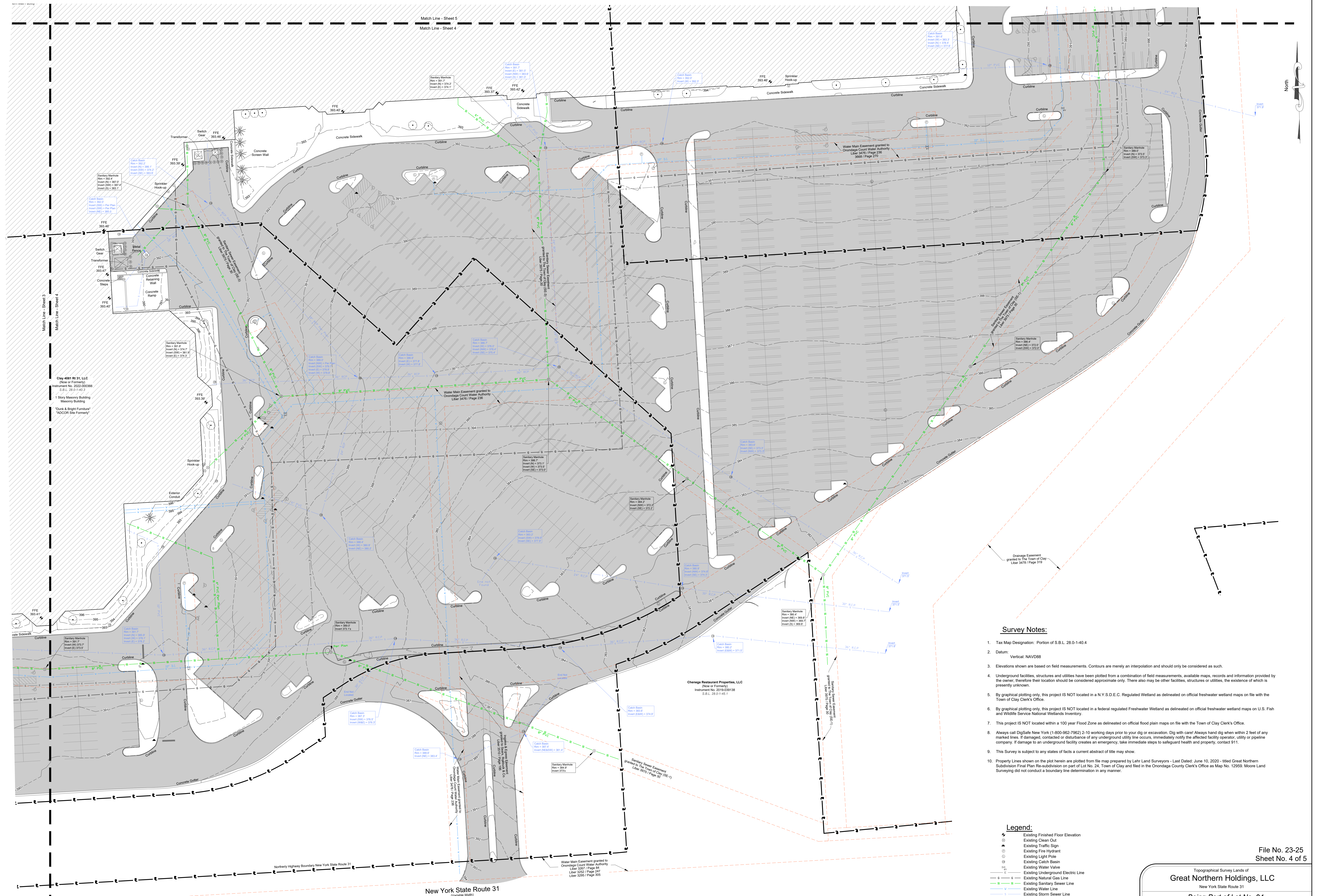
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Town of Clay - Onondaga County - New York

Being Part of Lot No. 24

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8. Always call DigSafe New York (1-800-962-7962) 2-10 working days prior to your dig or excavation. Dig with care! Always hand dig when within 2 feet of any marked lines. If damaged, contacted or disturbance of any underground utility line occurs, immediately notify the affected facility operator, utility or pipeline company. If damage to an underground facility creates an emergency, take immediate steps to safeguard health and property, contact 911.
9. This Survey is subject to any states of facts a current abstract of title may show.
10. Property Lines shown on the plot herein are plotted from file map prepared by Lehr Land Surveyors - Last Dated: June 10, 2020 - titled Great Northern Subdivision Final Plan Re-subdivision on part of Lot No. 24, Town of Clay and filed in the Onondaga County Clerk's Office as Map No. 12959. Moore Land Surveying did not conduct a boundary line-determination in any manner.

Legend:

- Existing Finished Floor Elevation
- Existing Clean Out
- ▲ Existing Traffic Sign
- ⊙ Existing Fire Hydrant
- ⊙ Existing Light Pole
- ⊙ Existing Catch Basin
- ⊙ Existing Water Valve
- Existing Underground Electric Line
- Existing Natural Gas Line
- Existing Sanitary Sewer Line
- Existing Water Line
- Existing Storm Sewer Line
- Existing Property Line (See Note 10)
- Existing Ground Contour
- ⊙ Existing Tree

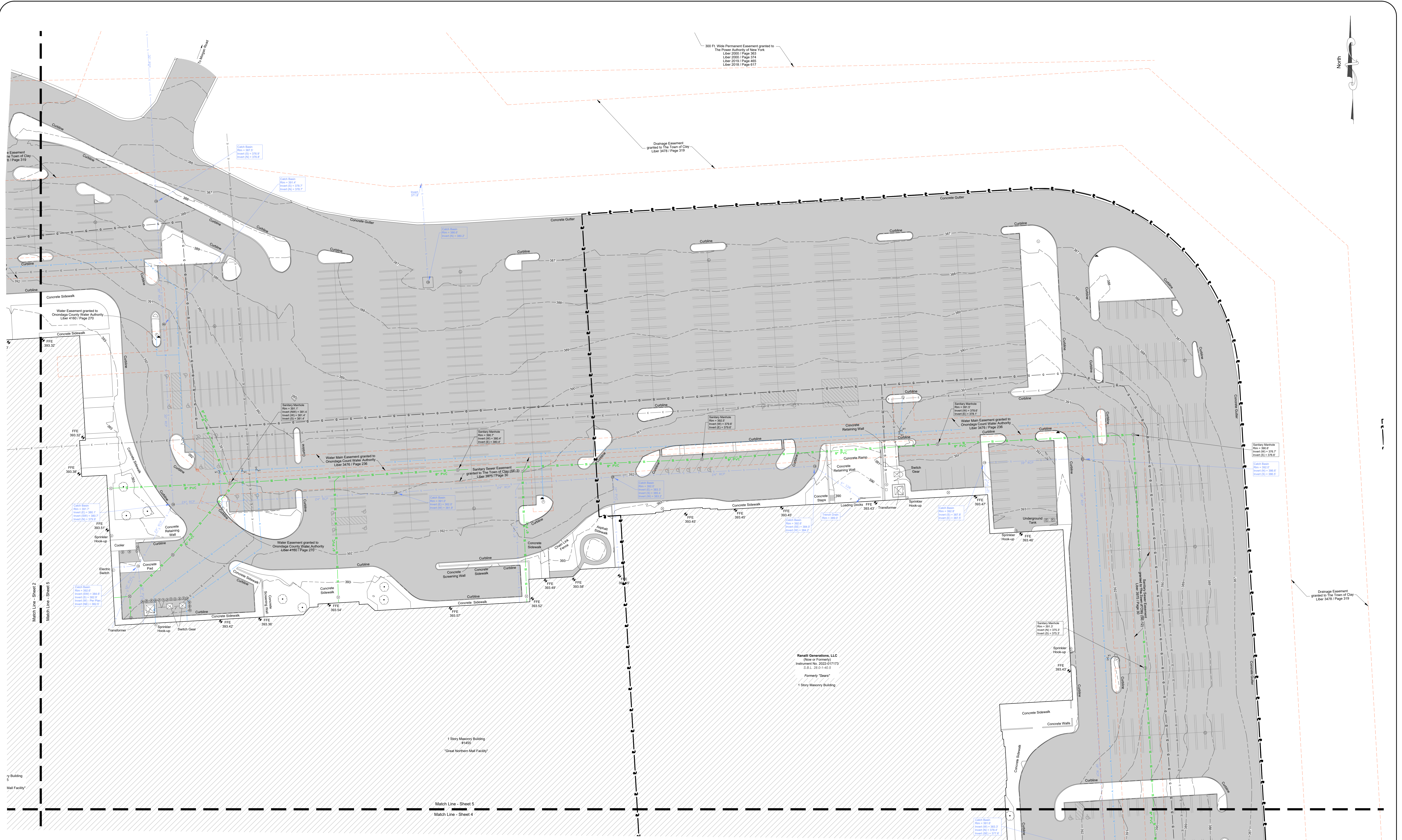
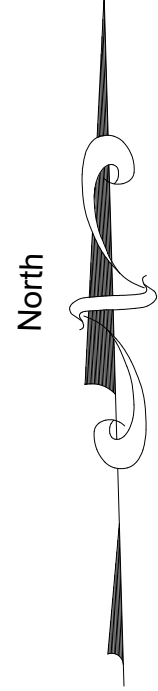
File No. 23-25
Sheet No. 4 of 5

Topographical Survey Lands of
Great Northern Holdings, LLC
New York State Route 31
Being Part of Lot No. 24
Town of Clay - Onondaga County - New York

Moore Land Surveying, P.C.
1721 Black River Boulevard
Rome, New York 13440
Office: 315-336-9850
Fax: 315-829-5429

Dated: March 10, 2023
Revised:
Scale: 1" = 30 Ft.
Drawn By: MK
Checked By: JM

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's Seal is a violation of Section 7209, subdivision 2 of the New York State Education Law.
It is a violation of the State Education Law for any person, unless acting under the direction of a licensed land surveyor, to alter an item in any way.



Ranell Generations, LLC
 (Now or Formerly)
 Instrument No. 2022-011173
 S.B.L. 28.0-1-403
 Formerly "Seas"
 1 Story Masonry Building

- Legend:**
- Existing Finished Floor Elevation
 - Existing Clean Out
 - Existing Traffic Sign
 - Existing Fire Hydrant
 - Existing Light Pole
 - Existing Catch Basin
 - Existing Water Valve
 - Existing Underground Electric Line
 - Existing Natural Gas Line
 - Existing Sanitary Sewer Line
 - Existing Water Line
 - Existing Storm Sewer Line
 - Existing Property Line (See Note 10)
 - Existing Ground Contour
 - Existing Tree

Survey Notes:

1. Tax Map Designation: Portion of S.B.L. 28.0-1-404
2. Datum: Vertical: NAVD88
3. Elevations shown are based on field measurements. Contours are merely an interpolation and should only be considered as such.
4. Underground facilities, structures and utilities have been plotted from a combination of field measurements, available maps, records and information provided by the owner; therefore their location should be considered approximate only. There also may be other facilities, structures or utilities, the existence of which is presently unknown.
5. By graphical plotting only, this project IS NOT located in a N.Y.S.D.E.C. Regulated Wetland as delineated on official freshwater wetland maps on file with the Town of Clay Clerk's Office.
6. By graphical plotting only, this project IS NOT located in a federal regulated Freshwater Wetland as delineated on official freshwater wetland maps on U.S. Fish and Wildlife Service National Wetlands Inventory.
7. This project IS NOT located within a 100 year Flood Zone as delineated on official flood plain maps on file with the Town of Clay Clerk's Office.
8. Always call DigSafe New York (1-800-962-7962) 2-10 working days prior to your dig or excavation. Dig with care! Always hand dig when within 2 feet of any marked lines. If damaged, contacted or disturbance of any underground utility line occurs, immediately notify the affected facility operator, utility or pipeline company. If damage to an underground facility creates an emergency, take immediate steps to safeguard health and property, contact 911.
9. This Survey is subject to any states of facts a current abstract of title may show.
10. Property Lines shown on the plot herein are plotted from file map prepared by Lehr Land Surveyors - Last Dated: June 10, 2020 - titled Great Northern Subdivision Final Plan Re-subdivision on part of Lot No. 24, Town of Clay and filed in the Onondaga County Clerk's Office as Map No. 12959. Moore Land Surveying did not conduct a boundary line determination in any manner.

Unauthorized alteration or addition to a survey map bearing a Licensed Land Surveyor's Seal is a violation of Section 7209, subdivision 2 of the New York State Education Law. It is a violation of the State Education Law for any person, unless acting under the direction of a licensed land surveyor, to alter an item in any way.

File No. 23-25
 Sheet No. 5 of 5

Topographical Survey Lands of
Great Northern Holdings, LLC
 1721 Black River Boulevard
 Rome, New York 13440
 Office: 315-336-9450
 Fax: 315-829-5429

Being Part of Lot No. 24
 Town of Clay - Onondaga County - New York

Moore Land Surveying, P.C.
 1721 Black River Boulevard
 Rome, New York 13440
 Office: 315-336-9450
 Fax: 315-829-5429

Dated: March 10, 2023
 Revised: 1" = 30 Ft.
 Drawn By: MK
 Checked By: JM

Deeds

Pay: ONONDAGA COUNTY WATER AUTHORITY "NO FEE FOR REVENUE STAMP"
Northern Concourse - P.O. Box 9
SYRACUSE, NEW YORK 13211
RECEIVED BOOK 3267 PAGE 84 PROJECT NO. A86-60
Great Northern Mall

RIGHT OF WAY - FORM NO. 2

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

07622

GREAT NORTHERN MALL, a New York Partnership having a business office at 1265
Scottsville Road, Rochester, New York 14624.

CLAY

hereinafter called the Grantor(s), hereby grant(s) and releases(s) unto said Grantee, its 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 Lot No. _____, Block No. _____, in the Town of Clay, County of Onondaga, and State of New York being more

particularly described as follows:

- 1) A 20' wide easement bordered on the south and parallel to the north right-of-way of NYS Route 31 and extending from Grantors east line, said line being also the west line of lands of now or formerly Slater (Tax Map No. 28-01-31), westerly along NYS 31 approximately 1,234 feet to the east line of lands of now or formerly Diane Higgs (Tax Map No. 28-01-37.2).
- 2) A 20' wide easement bordered on the south and parallel to the north right-of-way of NYS Route 31 and extending westerly along NYS Route 31 right-of-way from the west line of land of now or formerly Diane Higgs (Tax Map No. 28-10-37.2), a distance of approximately 470 feet to the east line of lands of now or formerly Wesley Higgs (Tax Map No. 28-01-38).

64 FL 21 P...

RECEIVED
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JUN 27 1986
TRANSFER TAX
OF ONONDAGA
COUNTY

X 3237 X 3230
295 150

8/85
FORM 14C

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 its heirs, assigns, successors and legal representatives, hereby covenant(s) (1) not to change the grade of the land 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 thereto 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, fences and fields in the exercise of the rights herein granted.

IN WITNESS WHEREOF, this instrument has been duly executed by the Grantor(s) under seal this 9th day of June, 1986.

GREAT NORTHERN MALL
BY: NORMAL ASSOCIATES, GENERAL PARTNER
WILNOR PROPERTY, INC. (GENERAL PARTNER
OF NORMAL ASSOCIATES)
BY: Thomas C. Wilnot Title PRESIDENT

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On this _____ day of _____, Nineteen Hundred and _____ before me, the subscriber, personally appeared _____, to me personally known and known to me to be the same per _____ described in and who executed the within Instrument, and he acknowledged to me that he executed the same.

ONONDAGA COUNTY CLERKS OFFICE
Deed, Recorded on the _____ NOTARY PUBLIC
22 day of June, 1986 at
1:48 P.M. in Book 3267 Page 84a
and examined.

STATE OF NEW YORK)
) SS.:
COUNTY OF MONROE)

Elaine Lytel

COUNTY CLERK

On this 10th day of June, Nineteen Hundred and 86 before me, personally came Thomas C. Wilnot, to me personally known, who, being by me duly sworn, did depose and say that he resides in Pittsford, N.Y., that he is the President, of Wilnor Property, Inc., the corporation described in, and which executed, the within Instrument, and he knows the seal of said corporation; that the seal affixed to said Instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed His name thereto by like order.

MARY B. GRINNELL
Notary Public in the State of New York
MONROE COUNTY
Commission Expires March 30, 1987.

Mary B. Grinnell
NOTARY PUBLIC

"NO FEE FOR REVENUE STAMP"

APR 26 1986

247

ONONDAGA COUNTY WATER AUTHORITY
Northern Concourse - P.O. Box 9
Salina, New York 13211

R+R:
04568

RIGHT OF WAY - FORM NO. 1

FOR AND IN CONSIDERATION of the sum of One dollar
Dollars (\$ 1.00) to them duly paid, the

receipt of which is hereby acknowledged, the undersigned
Diana L. Higgs, 4171 Route 31, Clay, NY 13041

CLAY

hereinafter referred to as the grantor, does hereby grant unto the 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 its business at Northern Concourse in the Town of Salina, New York, hereinafter referred to as the grantee, its successors, assigns, and lessees, a permanent right of way upon, along, above, over, through and under ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay County of Onondaga, and State of New York, being part of Lot No. 24 of said Town, and being more particularly described as follows:

A twenty four (20') right of way running in an east and west direction parallel with the northerly property line of Route 31, Town of Clay, with the east and west line of said right of way being bounded by property owned by James W. Wilmot as Trustee et al. T.A. No. 28.01.37.

The said right of way is within land of Lot 24, Town of Clay, and as described in Book 3070, page 250 in the County of Onondaga.

RECEIVED
\$ 1.00
REAL ESTATE
APR 27 1986
TOWN TAX
ONONDAGA COUNTY
11261

for the purpose of constructing, reconstructing, operating, repairing and maintaining one or more lines of pipe and appurtenances thereto for the transportation and distribution 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.

The grantee hereby agrees to replace any excavation within the boundaries of the above described right of way so that the right of way will be in the same or as good a condition that existed prior to excavation and to be maintained for one year from date of installation.

3054
222

Albany savings bank COLLATERAL MORTGAGE 548-83
FSB NOTICE TO RECORDING OFFICER HOW TO BOOK 3295 PAGE 305

This is a real property mortgage given on June 17th, 1983, by Floyd D. Whitehead, Jr. and Aleksandra Whitehead residing at 401 Richmond Ave., Syracuse, NY 13204

56008

Albany Savings Bank, FSB, to secure a loan in the sum of \$ 15,000.00 and covering property located and fully described in paragraph 1 and Schedule A.

RECORD & RETURN TO:
ALBANY SAVINGS BANK
P. O. BOX 1028
SCHENECTADY, NY 12301

EXPLANATION OF WORDS USED IN THIS DOCUMENT

- (A) MORTGAGE - this document will be called the Mortgage.
- (B) I, ME, MINE and MY - These words refer to each and all of those who sign this Mortgage.
- (C) YOU and YOUR - These words refer to Albany Savings Bank, FSB, a Federally Chartered Mutual Savings Bank, having its principal place of business at Corner of State & No. Pearl Sts., Albany, N.Y.
- (D) NOTE - This refers to a separate document I signed this day by which I acknowledge that I have received the sum of \$ 15,000.00 and agree to repay it with interest to you.

GIVING OF MORTGAGE AND ITS EFFECT

On this date, because you loaned me the money for which I gave you the Note, I mortgage to you the property described in paragraph 1 below. By this I mean the following:

- A. I give you the rights in the property which the law gives to holders of mortgages.
 - B. I agree to keep all the promises which I make in the Note and in this Mortgage.
- If I fail to pay the money I owe you or to keep the other promises made in the Note and in this Mortgage, then you can foreclose this Mortgage. Foreclosure may result in the property being sold to a buyer who will have the right to remove me from the property. The proceeds of the sale may be applied to pay the cost and expenses of the foreclosure action, as well as to pay the money I owe you under the Note and this Mortgage. If the proceeds are not enough to pay these amounts, then you may get a personal judgment against me for the difference.

PROPERTY UNDER MORTGAGE

1. The property I mortgage is located at 401 Richmond Ave., Syracuse, NY, City of Syracuse, County of Onondaga and State of New York and is described in Schedule A. The property also includes all my rights in the property and my rights and privileges, if any, to all land, water, streets, and roads next to, and on all sides, of the property. The property also includes anything which is now attached to or used in connection with the property, or which is so attached or used in the future. The property also includes any proceeds, to the extent necessary to repay the amount that I owe you, which come from the taking of all or any part of the property by a government agency or by anyone else authorized by law. The property is improved by a Four Units family residence or dwelling only.

PAYMENT FOR TAKING OF PROPERTY

2. I give you the right to any money which may be necessary to repay the amount I owe you, if any government agency or anyone else authorized by law takes the property or any part of it.

PROMISE TO PAY NOTE

3. I promise to pay you or anyone you name all the amounts as provided in the Note.

INSURANCE

4. For your benefit, I will keep the buildings on the property insured. They will be insured against loss by fire, flood (if the property is located in an area having special flood hazards), as well as any other hazard against which you desire protection, with an insurance company acceptable to you. At your request, I will deliver and assign any such policy to you. If I fail to pay the premium for this insurance, or if I fail to obtain special hazard insurance within ten (10) days after you ask me, you may do so. I agree to then repay such premium to you when you ask for repayment.

PRESERVING PROPERTY

5. I will keep the property in good repair. I will not damage, destroy or substantially change the property, and I will not allow the property to deteriorate. If anything attached to the property and covered by this Mortgage is removed or damaged, I will replace it immediately.

RIGHT TO INSPECT THE PROPERTY

6. You have the right to enter and inspect the property on reasonable notice and at any reasonable time.

PAYMENT OF TAXES AND OTHER CHARGES

7. I will pay when due all taxes, assessments, sewer rents and water rates which are assessed against the property. I will show you receipts for payment of such charges within ten (10) days after you request them.

WRITTEN STATEMENT OF AMOUNT DUE

8. Within ten (10) days after you ask me in writing, I will give you a written and signed statement of the amount that I owe you on the Note and this Mortgage and whether or not I have rights or claims to reduce or not pay the amount you say I owe.

CHANGES IN LAW

9. If any new law is passed which requires you to pay a tax or assessment because you are the holder of the Note and this Mortgage, then you may request that I pay you all the monies I owe you. If requested by you, I agree to pay all the monies I owe you under the Note and this Mortgage within thirty (30) days after you give me notice of the passage of such a law.

VIOLATIONS AFFECTING PROPERTY

10. If I receive notice from any governmental body that the property, or my use, occupation or maintenance of that property, violates any law, then I agree to correct such violation within ninety (90) days.

CONSENT TO CHANGE IN OWNERSHIP

11. I will not sell or transfer the property without your prior written consent unless the amount due on the Note and this Mortgage is paid.

NOTICE

12. You may give any written notices regarding the Note and this Mortgage to me by personal delivery or by ordinary mail at the address of the property.

JUL 14 1983 3 16 5 C

75001

10:50/ 9:19 AM 07/14/83 0689

Schedule A

Sub N W

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York, known and distinguished on a map of Farm Lot 285 and for Calvin Pierson and filed in the Onondaga County Clerk's Office and known as "Pierson Tract", Geddes, now Syracuse, and being part of Lots Nos. 40 and 41 of said Pierson Tract and bounded and described as follows: Beginning at the intersection of the west line of Wall Street and the south line of Richmond Avenue; running thence westerly along the south line of Richmond Avenue, 69 feet; thence running southerly parallel with the west line of Wall Street, 60.62 feet to the northerly line of said Lot 42 of said Tract; thence running easterly along the northerly line of said Lot 42 69 feet to the west line of Wall Street; running thence northerly along the west line of Wall Street 60.62 feet to the place of beginning.

Being the same premises conveyed to the grantor herein, who is also known and named therein as Alice Whitehead and Alexandra Whitehead, by Alice Whitehead as the Executrix of the Estate of John Usakowicz also known as John Usakowicz, by executed deed dated August 31st, 1969 recorded in the Onondaga County Clerk's Office in Book 2459 of Deeds at page 902 &c. on September 15th, 1971. Said conveyance being made pursuant to the direction of the will of the aforementioned decedent.

ONONDAGA COUNTY

MORTGAGE TAX	\$	<u>75.00</u>
MTG. INS. FUND TAX	\$	<u>37.50</u>
NET ADDITIONAL TAX	\$	<u>37.50</u>
TOTAL MTG. TAX PAID	\$	<u>150.00</u>

ONONDAGA COUNTY CLERK'S OFFICE

Mortgage recorded on the
 14 day of July 1983
 9:19 AM in Book 3295 Page 305 &c
 and examined

James H. [Signature]
 COUNTY CLERK

*10.50
60*

DISCHARGED August 7 1984
 FILM NO. 285P
Elaine [Signature]
 COUNTY CLERK

DEED AND GRANT OF EASEMENT

14592

THIS INDENTURE, made the 30th day of August Nineteen
Hundred Ninety Four

CLAY

BETWEEN, GREAT NORTHERN MALL, L.P., a New York limited
partnership having its principal office at 1265 Scottsville Road,
Rochester, New York 14624, Grantor, and

GENERAL MILLS RESTAURANTS, INC., a Florida corporation with
offices at 1751 Directors Row, Orlando, Florida 32809, Grantee,

WITNESSETH, that the Grantor, in consideration of Ten Dollars
and other valuable consideration paid by the Grantee, does hereby
grant and release unto the Grantee, its successors and assigns,

ALL that certain plot, piece or parcel of land situate, lying
and being in the Town of Clay, County of Onondaga and State of New
York as more particularly described on Exhibit "A" attached hereto
and herein incorporated (the "Premises").

This conveyance is made and accepted subject to the matters
listed on Exhibit "B", attached hereto and herein incorporated (the
"Permitted Encumbrances").

Tax Account No.: part of 028.-01-40

Tax Mailing Address: 1751 Directors Row, Orlando, Florida
32809

As used in this Indenture, the following terms shall have the
meanings hereinafter set forth:

Access Easement A shall mean the area legally described in
Exhibit "C".

1

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\$ 3168
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TRANSFER TAX
ONONDAGA
COUNTY
001442

009591
max to

Access Easement A.1 shall mean the area legally described in Exhibit "D".

Access Easement A.2 shall mean the area legally described in Exhibit "E".

Access Easement B shall mean the area legally described in Exhibit "F".

Access Road shall mean the area legally described in Exhibit "G".

Developer Site shall mean the area legally described in Exhibit "H".

Floor Area shall mean with respect to each building or structure constructed on the Premises, the number of square feet of existing enclosed floor area at each level or story whether or not occupied (including mezzanines which are a structural part of any such building and basements) lying within the exterior faces of exterior walls (except party walls as to which the centerline, not the exterior faces, shall be used), without deduction for stairways, elevators, escalators, interior walls, columns or other equipment, excluding however, (i) penthouse area or other rooms or enclosures used exclusively for mechanical or electrical equipment, (ii) patio sales areas which are not fully enclosed, (iii) space created by the upper levels of multideck stock areas (such as stock racks), (iv) utility vaults, mechanical or electrical equipment rooms, (v) area used for telephone computer equipment and similar spaces, (vi) "Truck Facilities" which term shall include truck ramps, tunnels, loading, parking and turnaround facilities and

EXHIBIT "A"

PREMISES

*(Great Northern tract)
24 Clay*

All that tract or parcel of land containing 3.200 acres, more or less, situate in the Town of Clay County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Map Survey," prepared by The Sear-Brown Group, Inc., dated August 12, 1995, and being more particularly bounded and described as follows:

Commencing at the point of intersection of the easterly line of New York State 481 with the northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1079 (New York State Route 31); thence

A. N 88°14'22" E, along said northerly right-of-way line of New York State Route 31, a distance of 252.23 feet to the Point of Beginning of the hereinafter described parcel; thence

1. N 03°15'02" W, a distance of 350.00 feet to a point; thence

2. N 57°30'07" E, a distance of 63.72 feet to a point; thence

3. Southeasterly, along a curve to the left, having a radius of 425.00 feet, through a central angle of 60°45'09", a distance of 450.64 feet to a point of tangency; thence

4. N 86°44'58" E, a distance of 188.58 feet to a point; thence

5. S 03°15'02" E, a distance of 179.08 feet to a point of intersection with the northerly right-of-way line of said New York State Route 31; thence the following four courses along said northerly right-of-way line

6. S 89°53'37" W, a distance of 127.11 feet to a point; thence

7. S 87°17'58" W, a distance of 331.33 feet to a point; thence

8. S 88°46'32" W, a distance of 114.04 feet to a point; thence

9. S 88°14'22" W, a distance of 42.81 feet to the Point of Beginning.

EXHIBIT "B"

DEED
BOOK 3950 PAGE 082

Permitted Encumbrances

Those matters set forth in Monroe Title Insurance Corporation's Policy of Title Insurance No. 101-039-361 Schedule B, Part I.

EXHIBIT "C"

ACCESS EASEMENT A

*(Great Northern Mills)
BY Clay*

All that strip of land situate in Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Survey," prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481; thence

A. N 88°14'22" E, along said northerly right-of-way line of N.Y.S. Route 31, a distance of 252.23 feet to a point; thence

B. N 03°15'02" W, along the westerly line of the General Mills Site, a distance of 350.00 feet to a point; thence

C. N 57°30'07" E, along the northerly line of said General Mills Site, a distance of 63.72 feet to the Point of Beginning of the hereinafter described strip of land; thence

1. Southeasterly, along the northerly line of said General Mills Site, along a curve to the left, having a radius of 425.00 feet, through a central angle of 13°28'53", a distance of 100.00 feet to the end of said strip of land.

DESCRIPTION OF ACCESS EASEMENT A.1

All that tract or parcel of land containing 0.242 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, as shown on a plan entitled, "Olive Garden Restaurant at Great Northern Mall, Parcel to be Conveyed," prepared by The Sear-Brown Group, Inc., last revised February 18, 1994, and having drawing number 1563Q SU 2, and being more particularly bounded and described as follows:

Commencing at a point on the southwesterly line of a 36 foot wide Existing Peripheral Site Access Easement, said point being the northerly most corner of a 3.200 acre Parcel to be Conveyed; thence the following course and distance along said southwesterly easement line

of Clay

A. Southeasterly, along a curve to the left, having a radius of 425.00 feet, through a central angle of 03°22'06", a distance of 24.99 feet to the Point or Place of Beginning; thence

1. Southeasterly, continuing along said southwesterly easement line, on a curve to the left, having a radius of 425.00 feet, through a central angle of 06°44'41", a distance of 50.03 feet to a point; thence the following three (3) courses and distances through the aforementioned Parcel to be Conveyed

2. S 50°45'40" W, a distance of 90.00 feet to a point which is 25.00 feet, measured perpendicularly, from the westerly line of said parcel to be Conveyed; thence

3. S 03°15'02" E, along a line which is parallel with and 25.00 feet easterly of said westerly line of Parcel to be Conveyed, a distance of 226.35 feet to a point; thence

4. S 86°44'58" W, a distance of 25.00 feet to a point in said westerly line of Parcel to be Conveyed; thence

5. N 03°15'02" W, along said westerly line of Parcel to be Conveyed, a distance of 269.99 feet to a point; thence

6. N 50°45'40" E, through said Parcel to be Conveyed, a distance of 84.59 feet to the Point or Place of Beginning.

DESCRIPTION OF ACCESS EASEMENT A.2

24 Clay

All that tract or parcel of land containing 0.150 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, as shown on a plan entitled, "Olive Garden Restaurant at Great Northern Mall, Parcel to be Conveyed," prepared by The Sear-Brown Group, Inc., last revised February 18, 1994, and having drawing number 1563Q SU 2, and being more particularly bounded and described as follows:

Commencing at a point on the southwesterly line of a 36 foot wide Existing Peripheral Site Access Easement, said point being the northerly most corner of a 3.200 acre Parcel to be Conveyed; thence

A. S 57°30'07" W, along the northwesterly line of said Parcel to be Conveyed, a distance of 63.72 feet to the northwesterly corner thereof; thence

B. S 03°15'02" E, along the westerly line of said Parcel to be Conveyed, a distance of 40.00 feet to the Point or Place of Beginning; thence

1. S 03°15'02" E, continuing along said westerly line, a distance of 269.99 feet to a point; thence the following three (3) courses and distances through lands now or formerly Great Northern Mall

2. S 86°44'58" W, a distance of 25.00 feet to a point; thence

3. N 03°15'02" W, along a line which is parallel with and 25.00 feet westerly of course no. 1, a distance of 251.83 feet to an angle point; thence

4. N 50°45'40" E, a distance of 30.90 feet to the Point or Place of Beginning.

18

ACCESS EASEMENT B

At Clay
All that strip of land situate in Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Survey," prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481; thence

A. N 88°14'22" E, along said northerly right-of-way line of N.Y.S. Route 31, a distance of 295.04 feet to a point; thence

B. N 88°46'32" E, continuing along said northerly right-of-way line, a distance of 114.04 feet to a point; thence

C. N 87°17'58" E, continuing along said northerly right-of-way line, a distance of 331.33 feet to a point; thence

D. N 89°53'37" E, continuing along said northerly right-of-way line, a distance of 127.11 feet to a point; thence

E. N 03°15'02" W, along the easterly line of the General Mills Site, a distance of 179.08 feet to a point; thence

F. S 86°44'58" W, along the northerly line of said General Mills Site, a distance of 138.58 feet to the Point of Beginning of the hereinafter described strip of land; thence

1. S 86°44'58" W, continuing along said northerly line, a distance of 50.00 feet to a point of curvature; thence

2. Northwestwly, continuing along said northerly line of the General Mills Site, along a curve to the right, having a radius of 425.00 feet, through a central angle of 06°44'26", a distance of 50.00 feet to a point at the end of said strip of land.

Access Road

Clay

All that tract or parcel of land containing 0.401 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Olive Garden Restaurant at Great Northern Mall, Parcel to be Conveyed," prepared by The Sear-Brown Group, Inc., last revised November 20, 1993, having drawing no. 1563Q SU 2 and being more particularly bounded and described as follows:

Commencing at a point of intersection of the easterly right-of-way line of New York State 481 with the northerly line of right-of-way line of Baldwinsville-Cicero State Highway No. 1039 (New York State Route 31); thence the following five (5) courses along said northerly right-of-way line

- A. N 88°14'22" E, a distance of 295.04 feet to a point; thence
- B. N 88°46'32" E, a distance of 114.04 feet to a point; thence
- C. N 87°17'58" E, a distance of 331.33 feet to a point; thence
- D. N 89°53'37" E, a distance of 150.20 feet to a point; thence
- E. N 87°17'58" E, a distance of 157.88 feet to the Point of Beginning of the hereinafter described parcel; thence
 1. N 03°15'02" W, a distance of 217.86 feet to a point; thence
 2. N 86°44'58" E, a distance of 80.00 feet to a point; thence
 3. S 03°15'02" E, a distance of 218.63 feet to a point of intersection with the aforementioned northerly right-of-way line of New York State Route 31; thence
 4. S 87°17'58" W, along said northerly right-of-way line, a distance of 80.00 feet to the Point of Beginning.

EXHIBIT "H"

DEED
EQU. 3950 PAGE 088

DEVELOPER SITE

24 Clay
All that tract or parcel of land containing 79.279 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Survey," prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481; thence the following four (4) courses along said northerly right-of-way line

- A. N 88°14'22" E, a distance of 295.04 feet to a point; thence
 - B. N 88°46'32" E, a distance of 114.04 feet to a point; thence
 - C. N 87°17'58" E, a distance of 331.33 feet to a point; thence
 - D. N 89°53'37" E, a distance of 127.11 feet to the Point of Beginning of the hereinafter described parcel; thence
1. N 03°15'02" W, along the easterly line of the General Mills Site, a distance of 179.08 feet to a point; thence the following three (3) courses along the northerly line of said site
 2. S 86°44'58" W, a distance of 188.58 feet to a point of curvature; thence
 3. Northwesteily, along a curve to the right, having a radius of 425.00 feet, through a central angle of 60°45'09", a distance of 450.64 feet to a point; thence
 4. S 57°30'07" W, a distance of 63.72 feet to a point; thence
 5. N 03°15'02" W, a distance of 1317.79 feet to a point; thence
 6. N 86°44'58" E, a distance of 1526.05 feet to a point; thence
 7. Northeasterly, along a curve to the right, having a radius of 335.00 feet, through a central angle of 33°14'37", a distance of 194.37 feet to a point; thence
 8. N 08°10'05" W, a distance of 152.18 feet to a point at the southwest corner of lands now or formerly of Genevieve Murphy; thence

9. N 86°49'55" E, along the southerly line of the aforementioned Murphy lands, a distance of 1890.52 feet to the westerly right-of-way line of Morgan Road (66 ft. wide); thence
10. S 14°09'55" W, along the aforementioned westerly right-of-way line of Morgan Road, a distance of 216.80 feet to a point; thence
11. N 75°50'05" W, a distance of 173.73 feet to a point of curvature; thence
12. Northwesterly, along a curve to the left, having a radius of 600.00 feet, through a central angle of 17°24'57", a distance of 182.38 feet to a point of tangency; thence
13. S 86°44'58" W, a distance of 1209.06 feet to a point of curvature; thence
14. Southwesterly, along a curve to the left, having a radius of 235.00 feet, through a central angle of 90°00'00", a distance of 369.14 feet to a point of tangency; thence
15. S 03°15'02" E, a distance of 23.00 feet to a point; thence
16. N 86°44'58" E, a distance of 1046.68 feet to a point; thence
17. S 03°27'34" E, a distance of 405.37 feet to a point at the northwest corner of lands now or formerly of Hendrix Vance; thence
18. S 03°27'34" E, along the westerly line of lands now or formerly Hendrix Vance and lands now or formerly Don Vail, a total distance of 911.37 feet to a point; thence
19. S 85°22'55" W, along the northerly line of lands now or formerly Steven Krell, a distance of 178.09 feet to a point; thence
20. S 21°05'27" E, along the westerly line of the aforementioned Krell lands, a distance of 105.92 feet to a point at the northeast corner of lands now or formerly of Slater; thence
21. S 68°54'33" W, along the northerly line of the aforementioned Slater lands, a distance of 118.80 feet to a point; thence
22. S 21°05'27" E, along the westerly line of the aforementioned Slater lands, a distance of 166.07 feet to the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence
23. S 71°42'28" W, along the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31), a distance of 52.84 feet to an angle point; thence
24. S 86°44'58" W, along the aforementioned northerly right-of-way line, a distance of 329.91 feet to a point; thence

25. N 03°15'02" W, a distance of 306.52 feet to a point; thence
26. S 56°44'58" W, a distance of 138.41 feet to a point of curvature; thence
27. Southeasterly, along a curve to the right, having a radius of 383.00 feet, through a central angle of 14°39'10", a distance of 97.95 feet to a point; thence
28. S 03°15'02" E, a distance of 199.66 feet to a point of intersection with the aforementioned northerly right-of-way line of N.Y.S. Route 31; thence
29. S 86°44'58" W, along the aforementioned northerly right-of-way line, a distance of 649.71 feet to an angle point; thence
30. S 87°17'58" W, continuing along the aforementioned northerly right-of-way line, a distance of 589.00 feet to a point; thence
31. S 89°53'37" W, continuing along the aforementioned northerly right-of-way line, a distance of 23.10 feet to the Point of Beginning.

Excepting from the above; lands of the Sears Site described as follows:

All that tract or parcel of land containing 12.101 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Survey," prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the westerly right-of-way line of Morgan Road (66 ft. wide) with the southerly line of lands of Great Northern Mall, said line being the southerly line of lands formerly of June Hullin; thence

A. S 86°49'55" W, along the aforementioned southerly line of lands formerly of June Hullin, a distance of 601.74 feet to a point at the northwesterly corner of lands now or formerly of Hendrix Vance, and continuing S 86°49'55" W, through lands of Great Northern Mall, a distance of 139.58 feet to the Point of Beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall

1. S 03°15'02" E, a distance of 516.57 feet to a point of curvature; thence
2. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 19°41'47", a distance of 85.94 feet to a point; thence
3. S 86°44'58" W, a distance of 608.45 feet to a point; thence
4. N 03°15'02" W, a distance of 548.00 feet to a point; thence
5. S 86°44'58" W, a distance of 21.50 feet to a point; thence

6. N 03°15'02" W, a distance of 302.00 feet to a point; thence
7. N 86°44'58" E, a distance of 444.58 feet to a point of curvature; thence
8. Southeasterly, along a curve to the right, having a radius of 200.00 feet, through a central angle of 90°00'00", a distance of 314.16 feet to a point of tangency; thence
9. S 03°15'02" E, a distance of 49.17 feet to the Point of Beginning.

Also excepting lands of Adcor Site described as follows:

All that tract or parcel of land containing 11.117 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Survey," prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481; thence the following five (5) courses along said northerly right-of-way line

- A. N 88°14'22" E, a distance of 295.04 feet to a point; thence
 - B. N 88°46'32" E, a distance of 114.04 feet to a point; thence
 - C. N 87°17'58" E, a distance of 331.33 feet to a point; thence
 - D. N 89°53'37" E, a distance of 150.21 feet to a point; thence
 - E. N 87°17'58" E, a distance of 495.34 feet to a point; thence
 - F. N 03°15'02" W, a distance of 91.74 feet to the Point of Beginning of the hereinafter described parcel; thence
1. N 03°15'02" W, a distance of 187.23 feet to a point; thence
 2. S 86°44'58" W, a distance of 225.00 feet to a point; thence
 3. N 03°15'02" W, a distance of 454.71 feet to a point; thence
 4. N 86°44'58" E, a distance of 88.67 feet to a point; thence
 5. S 48°15'02" E, a distance of 64.99 feet to a point; thence
 6. N 86°44'58" E, a distance of 482.72 feet to a point; thence

7. S 48°15'02" E, a distance of 194.85 feet to a point; thence
8. N 41°44'58" E, a distance of 124.00 feet to a point; thence
9. S 48°15'02" E, a distance of 279.58 feet to a point; thence
10. S 03°15'02" E, a distance of 172.35 feet to a point; thence
11. Southwesterly, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30°00'00", a distance of 181.69 feet to a point of tangency; thence
12. S 86°44'58" W, a distance of 87.79 feet to a point of curvature; thence
13. Southwesterly, along a curve to the left, having a radius of 200.00 feet, through a central angle of 30°00'00", a distance of 104.72 feet to a point of tangency; thence
14. S 56°44'58" W, a distance of 26.39 feet to a point; thence
15. S 03°15'02" E, a distance of 41.57 feet to a point; thence
16. S 56°44'58" W, a distance of 36.64 feet to a point of curvature; thence
17. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 30°00'00", a distance of 130.90 feet to a point of tangency; thence
18. S 86°44'58" W, a distance of 230.00 feet to a point of curvature; thence
19. Northwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 10°16'59", a distance of 44.87 feet to the Point of Beginning.

Restricted Construction Area

All that tract or parcel of land containing 0.224 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Olive Garden Restaurant at Great Northern Mall, Parcel to be Conveyed," prepared by The Sear-Brown Group, Inc., last revised November 20, 1993, having drawing no. 1563Q SU 2 and being more particularly bounded and described as follows:

Clay

Commencing at a point of intersection of the easterly right-of-way line of New York State 481 with the northerly line of right-of-way line of Baldwinsville-Cicero State Highway No. 1039 (New York State Route 31); thence the following two (2) courses along said northerly right-of-way line

- A. N 88°14'22" E, a distance of 252.23 feet to a point at the southwest corner of the proposed Olive Garden Site, said point being the Point of Beginning of the hereinafter described parcel; thence
1. N 03°15'02" W, along the westerly line of said Olive Garden Site, a distance of 125.00 feet to a point; thence
 2. S 53°33'05" E, through said Olive Garden Site, a distance of 203.75 feet to a point of intersection with the aforementioned northerly right-of-way line of New York State Route 31; thence
 3. S 88°46'32" W, along said northerly right-of-way line, a distance of 114.04 feet to a point; thence
 4. S 88°14'22" W, continuing along said northerly right-of-way line, a distance of 42.81 feet to the Point of Beginning.

Ring Road

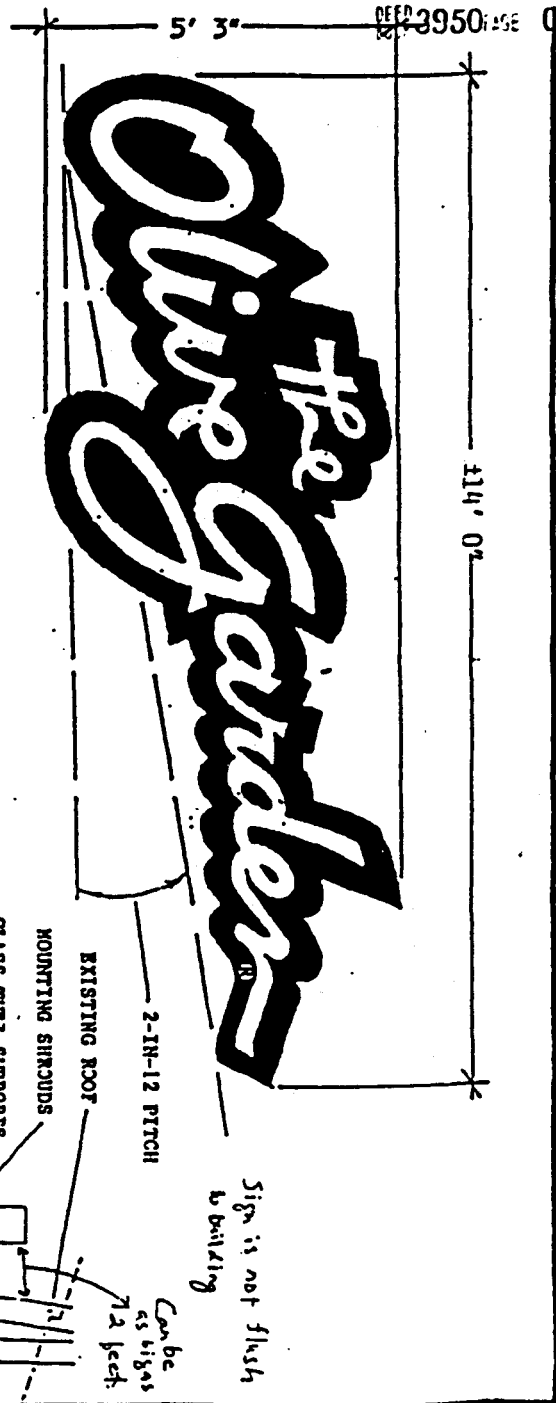
DEED
BOOK 3950 PAGE 094

24 Clay

All that tract or parcel of land containing 0.662 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Olive Garden Restaurant at Great Northern Mall, Parcel to be Conveyed," prepared by The Scarborough Group, Inc., last revised November 20, 1993, having drawing no. 1563Q SU 2 and being more particularly bounded and described as follows:

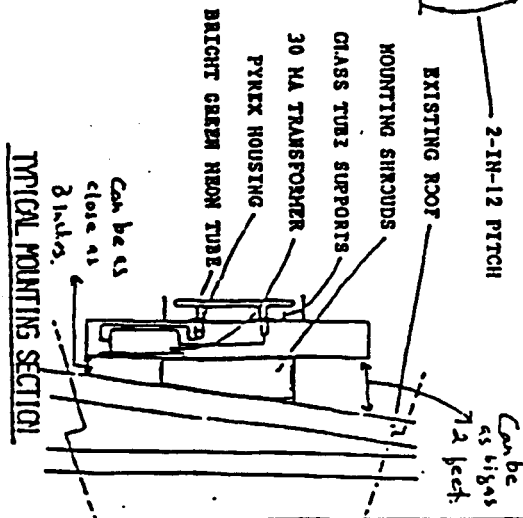
Commencing at a point of intersection of the easterly right-of-way line of New York State 481 with the northerly line of right-of-way line of Baldwinsville-Cicero State Highway No. 1039 (New York State Route 31); thence the following five (5) courses along said northerly right-of-way line:

- A. N 88°14'22" E, a distance of 295.04 feet to a point; thence
- B. N 88°46'32" E, a distance of 114.04 feet to a point; thence
- C. N 87°17'58" E, a distance of 331.33 feet to a point; thence
- D. N 89°53'37" E, a distance of 150.20 feet to a point; thence
- E. N 87°17'58" E, a distance of 157.88 feet to a point; thence
- F. N 03°15'02" W, along the westerly line of the previously described proposed access drive, a distance of 181.86 feet to the Point of Beginning of the hereinafter described parcel; thence
 1. S 86°44'58" W, a distance of 369.51 feet to a point of curvature; thence
 2. North westerly, along a curve to the right, having a radius of 425.00 feet, through a central angle of 60°45'09", a distance of 450.64 feet to a point; thence
 3. N 57°30'07" E, a distance of 36.00 feet to a point; thence
 4. Southeasterly, along a curve to the left, concentric with and 36.00 feet southeasterly of course (2), having a radius of 389.00 feet, through a central angle of 60°45'09", a distance of 412.47 feet to a point of tangency; thence
 5. N 86°44'58" E, along a line parallel with and 36.00 feet northerly of course (1), a distance of 359.51 feet to a point; thence
 6. S 03°15'02" E, along the aforementioned westerly line of the previously described access drive, a distance of 36.00 feet to the Point of Beginning.



FABRICATION SPECS:

- ALUMINUM FREE FORM WITH FACE AND RETURNS PAINTED WITH FINE TEXTURED DUPONT DARK GREEN (#7498)---KEEP IDLES REQUIRED
- NEON CHANNEL LETTERS (3" DEEP) WITH EXTERIOR OF RETURNS AND RETAINERS PAINTED DUPONT DARK GREEN (#7498)---INTERIOR OF LETTERS PAINTED WHITE
- LETTERS ILLUMINATED WITH 120V EXPOSED BRIGHT "POWER" GREEN NEON TUBE
- USE M.R.T.I.-STROKE WHENEVER POSSIBLE
- 30 MA TRANSFORMER LOCATED INSIDE SIGN BACKROUND (U.L. LABELS REQUIRED)
- PROVIDE 3/4" STANDOFF MOUNTING FROM ANGLED ROOF OR VERTICAL WALL
- WITH NON-COMPOSITIVE HARDWARE
- (-120) VOLT 20 AMP CIRCUIT REQUIRED
- PAINT SHROUD WHITE TO MATCH BUILDING MANSARD



PREPARED FOR:

EXHIBIT L

20 FT. WIDE STORM DRAINAGE EASEMENT

74 Clay

All that tract or parcel of land containing 3,434 square feet, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Olive Garden Restaurant, Storm Drainage Easement," prepared by The Sear-Brown Group, Inc., dated August 26, 1994, having Drawing No. 1563Q SU 14 and being more particularly bounded and described as follows:

Commencing at the most northerly corner of lands now or formerly of the Olive Garden Restaurant; thence

A. S 57°30'07" W, along the northwesterly line of said lands of Olive Garden Restaurant, a distance of 14.26 feet to the Point or Place of Beginning; thence

1. S 57°30'07" W, continuing along said northwesterly line, a distance of 25.42 feet to a point; thence the following five (5) courses and distances through lands now or formerly of Great Northern Mall

2. N 70°36'56" W, a distance of 80.85 feet to a point; thence

3. N 48°15'02" W, along a line which passes 10 feet, measured perpendicularly, southwesterly of an existing storm drainage manhole, a distance of 86.98 feet to a point; thence

4. N 41°44'38" E, along a line which passes 10 feet, measured perpendicularly, northwesterly of an existing storm drainage manhole, a distance of 20.00 feet to a point; thence

5. S 48°15'02" E, along a line which passes 10 feet, measured perpendicularly, northeasterly of an existing storm drainage manhole, and which is parallel with and 20.00 feet northeasterly of course no. 3, a distance of 83.02 feet to a point; thence

6. S 70°36'56" E, along a line which is parallel with and 20.00 feet northeasterly of course no. 2, a distance of 92.58 feet to the Point or Place of Beginning.

Subject to any easements or encumbrances of record.

1563Q.034/1
8-24-94 R.W.II

EXHIBIT M

20 FT. WATERMAIN EASEMENT
TO THE ONONDAGA COUNTY WATER AUTHORITY

24 Clay

All that tract or parcel of land containing 1,730 square feet, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Olive Garden Restaurant, Watermain Easement," prepared by The Sear-Brown Group, Inc., dated August 26, 1994, having Drawing No. 1563Q SU 13 and being more particularly bounded and described as follows:

Commencing at the most northerly corner of lands now or formerly of the Olive Garden Restaurant; thence

A. S 57°30'07" W, along the northwesterly line of said lands of Olive Garden Restaurant, a distance of 18.68 feet to the Point or Place of Beginning; thence

1. S 57°30'07" W, continuing along said northwesterly line, a distance of 20.78 feet to a point; thence the following three (3) courses and distances through lands now or formerly of Great Northern Mall

2. N 48°15'02" W, a distance of 83.68 feet to a point, said point being the southerly-most corner of an existing 20 ft. wide watermain easement; thence

3. N 41°44'58" E, along the southeasterly line of said existing easement, a distance of 20.00 feet to the southeasterly corner of said easement; thence

4. S 48°15'02" E, along a line which is parallel with and 20.00 feet northeasterly of course no. 2, said line being the southeasterly prolongation of the northeasterly line of said existing easement, a distance of 89.32 feet to the Point or Place of Beginning.

Subject to any easements or encumbrances of record.

Deed, Recorded on the
1 day of Sept 1994 at
3:11 P.M. in Book 3150 Page 66
and examined.

Guernsey T. Shroyer
COUNTY CLERK
ONONDAGA COUNTY CLERK'S OFFICE

101.50
Ⓟ

3975 Page 030

RECEIVED
DEC 29 10 13

ONONDAGA COUNTY CLERK'S OFFICE
[Signature]
CLERK



TOWN OF CLAY
GRANT OF
RIGHT OF WAY EASEMENT

THIS INDENTURE, made this 16th day of June, 1994, between GREAT NORTHERN MALL, L.P., ^(Grantor) and the TOWN OF CLAY, a Municipal Corporation with offices at 4483 New York Route 31, Clay, Onondaga County, New York, hereinafter called "Grantee".

WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00), paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, sell and convey to the Grantee, its successors and assigns, a permanent right of way and easement on, over, in, under and across the premises of the Grantor, described and set forth in a certain right of way map numbered 1563Q-SU 4, and legal descriptions thereof made for the TOWN OF CLAY, by The Sear-Brown Group, Consulting Engineers, of Rochester, New York, said map being dated 7/9/93 and last revised 6/1/94, and said legal descriptions being designated and entitled SE-1 (dated 7/9/93), SE-2 (dated 6/24/93), SE-3 (dated 7/9/93), SE-4 (dated 7/9/93), SE-5 (dated 7/9/93), SE-6 (dated 7/9/93) and SE-7 (dated 7/9/93, last revised 1/14/94); copies of said right of way map and said legal descriptions are annexed hereto as Exhibit "A" and Exhibit "B" respectively, and are made a part hereof.

Said right of way and easement are for the purpose of constructing, reconstructing, repairing, operating and maintaining on, in, over, under and across said parcel of land an underground sanitary sewer and appurtenances thereto, and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.

Upon the conveyance of this right of way and easement, a policy of title insurance, policy no. 201-011803, issued by Monroe Title Insurance Corporation, a corporation licensed by the State of New York to issue and sell such insurance, has also been delivered to the Grantee for the benefit of the Grantee.

The Grantor, its successors and assigns, will not erect any structure on the aforesaid permanent easement and right of way and agrees to do any act which would interfere with or hinder the construction, reconstruction or maintenance of the proposed improvements. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the said easement and right of way, provided the improvements to be constructed by Grantee shall not be damaged or interfered with, and may, from time to time, at its cost, relocate the easement and right of way herein granted and the sanitary sewer lines therein with the prior consent of the Town.

The Grantee, or its contractor, shall do the work in a good and workmanlike manner and shall promptly restore the earth and any bushes, trees, shrubbery, lawn, driveway or other things on the surface or beneath the soil as nearly as possible to its condition prior to such work, except where changes of grade or contour may be necessary for construction purposes. Grantee shall perform all work as expeditiously as possible so as to minimize interference with the use of grantor's property and the flow of traffic thereon.

RECEIVED
REAL ESTATE
DEC 29 1994
TRANSFER TAX
ONONDAGA
COUNTY

RICHARD D. RYAN, ESQ.
201 E. JEFFERSON ST., 3RD FLOOR
SYRACUSE, N.Y. 13202

RECORD & RETURN
14930

24 Clay

14136

DEED
BOOK 3975 PAGE 032

1563Q.013/1
7-9-93 R.A.V.

DESCRIPTION OF SE-1
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

All that tract or parcel of land containing 0.644 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1039 N.Y.S. Route 31 with the easterly line of lands of Great Northern Mall; thence the following two (2) courses along said northerly right-of-way line

- A. S 71°42'28" W, a distance of 52.84 feet to a point; thence
- B. S 86°44'58" W, a distance of 325.65 feet to the Point of Beginning of the hereinafter described parcel; thence
 1. S 86°44'58" W, along the aforementioned northerly right-of-way line, a distance of 10.56 feet to a point; thence
 2. N 69°51'20" W, through lands of Great Northern Mall, a distance of 516.12 feet to a point of intersection with the southerly line of lands of Adcor; thence
 3. Northeasterly, along said southerly line, along a curve to the right, having a radius of 200.00 feet, through a central angle of 08°24'12", a distance of 29.33 feet to a point, said line also having a cord bearing of N 67°06'38" E and a cord distance of 29.31 feet; thence the following three (3) courses through said lands of Great Northern Mall
 4. S 69°51'20" E, along a line parallel with and 20.00 feet northerly of course (2), a distance of 497.55 feet to a point; thence
 5. N 03°15'02" W, a distance of 261.95 feet to a point; thence
 6. N 54°47'35" W, a distance of 181.50 feet to a point of intersection with the easterly line of the aforementioned lands of Adcor; thence
 7. N 03°15'02" W, along said easterly line, a distance of 25.54 feet to a point; thence the following two (2) courses through the aforementioned lands of Great Northern Mall
 8. S 54°47'35" E, a distance of 192.21 feet to a point; thence
 9. N 35°13'04" E, a distance of 416.31 feet to a point of intersection with the southerly line of lands of Sears, Roebuck & Company; thence

1563Q.013/2
7-9-93 R.A.V.

10. N 86°44'58" E, along said southerly line, a distance of 25.54 feet to a point; thence the following four (4) courses through the aforementioned lands of Great Northern Mall

11. S 35°13'04" W, along a line parallel with and 20.00 feet easterly of course (9), a distance of 438.71 feet to a point; thence

12. S 03°15'02" E, along a line parallel with and 20.00 feet easterly of course (5), a distance of 267.51 feet to a point; thence

13. S 86°44'58" W, a distance of 20.00 feet to a point; thence

14. S 03°15'02" E, a distance of 13.00 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

NYS 3975 PAGE 034

1563Q.012/1
6-24-93 R.A.V.

**DESCRIPTION OF SE-2
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.118 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the southwesterly corner of lands of Sears, Roebuck & Company at Great Northern Mall; thence

A. N 03°15'02" W, along the westerly line of said lands, a distance of 104.00 feet to the Point of Beginning of the hereinafter described parcel; thence

1. S 86°44'58" W, through the lands of Great Northern Mall, a distance of 75.50 feet to a point; thence

2. S 03°15'02" E, continuing through said lands of Great Northern Mall, a distance of 172.28 feet to a point of intersection with the northeasterly line of lands of Adcor; thence

3. N 48°15'02" W, along said northeasterly line, a distance of 28.28 feet to a point; thence the following two (2) courses through the aforementioned lands of Great Northern Mall

4. N 03°15'02" W, along a line parallel with and 20.00 feet westerly of course (2), a distance of 172.28 feet to a point; thence

5. N 86°44'58" E, along a line parallel with and 20.00 feet northerly of course (1), a distance of 95.50 feet to a point of intersection with the aforementioned westerly line of lands of Sears, Roebuck & Company; thence

6. S 03°15'02" E, along said westerly line, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

REF 3975 035
PLAN

1563Q.009/1
7-9-93 R.A.V.

**DESCRIPTION OF SE-3
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.017 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the northwesterly corner of lands of Adcor at Great Northern Mall; thence the following three (3) courses along the northerly line of said lands

- A. N 86°44'58" E, a distance of 88.67 feet to a point; thence
- B. S 48°15'02" E, a distance of 64.99 feet to a point; thence
- C. N 86°44'58" E, a distance of 408.85 feet to the Point of Beginning of the hereinafter described parcel; thence the following three (3) courses through the lands of Great Northern Mall
 - 1. N 26°29'09" W, a distance of 32.92 feet to a point; thence
 - 2. N 63°30'51" E, a distance of 20.00 feet to a point; thence
 - 3. S 26°29'09" E, along a line parallel with and 20.00 feet northeasterly of course (1), a distance of 41.51 feet to a point of intersection with the aforementioned northerly line of lands of Adcor; thence
 - 4. S 86°44'58" W, along said northerly line, a distance of 21.77 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

REF 3975:44E 036
FOR

1563Q.010/1
7-9-93 R.A.V.

**DESCRIPTION OF SE-4
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.010 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the northwesterly corner of lands of Adcor at Great Northern Mall; thence the following three (3) courses along the northerly line of said lands

- A. N 86°44'58" E, a distance of 88.67 feet to a point; thence
- B. S 48°15'02" E, a distance of 64.99 feet to a point; thence
- C. N 86°44'58" E, a distance of 46.37 feet to the Point of Beginning of the hereinafter described parcel; thence the following three (3) courses through the lands of Great Northern Mall
 - 1. N 31°22'59" E, a distance of 28.30 feet to a point; thence
 - 2. S 58°37'01" E, a distance of 20.00 feet to a point; thence
 - 3. S 31°22'59" W, along a line parallel with and 20.00 feet southeasterly of course (1), a distance of 14.49 feet to a point of intersection with the aforementioned northerly line of Adcor; thence
 - 4. S 86°44'58" W, along said northerly line, a distance of 24.31 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

REF ID: A63975
BOOK 3975 PAGE 037

1563Q.011/1
7-9-93 R.A.V.

**DESCRIPTION OF SE-5
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.173 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the northwesterly corner of lands of Sears, Roebuck & Company at Great Northern Mall; thence

A. S 03°15'02" E, along the westerly line of said lands of Sears, Roebuck & Company, a distance of 239.00 feet to the Point of Beginning of the hereinafter described parcel; thence

1. S 03°15'02" E, along said westerly line, a distance of 20.00 feet to a point; thence the following three (3) courses through the lands of Great Northern Mall

2. S 86°44'58" W, a distance of 376.00 feet to a point; thence

3. N 03°15'02" W, a distance of 20.00 feet to a point; thence

4. N 86°44'58" E, along a line parallel with and 20.00 feet northerly of course (2), a distance of 376.00 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

DEED FOUR 3975 PAGE 038

1563Q.008/1
7-9-93 R.A.V.

**DESCRIPTION OF SE-6
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.077 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the southwesterly corner of the lands of Adcor at Great Northern Mall; thence

A. N 03°15'02" W, along the westerly line of said lands of Adcor, a distance of 146.95 feet to the Point of Beginning of the hereinafter described parcel; thence

1. N 85°16'51" W, through lands of Great Northern Mall, a distance of 171.02 feet to a point; thence

2. N 03°15'02" W, continuing through said lands of Great Northern Mall, a distance of 16.57 feet to a point of intersection with the southerly line of the aforementioned lands of Adcor; thence

3. N 86°44'58" E, along said southerly line, a distance of 25.90 feet to a point; thence

4. S 85°16'51" E, through the aforementioned lands of Great Northern Mall, along a line parallel with and 20.00 feet northeasterly of course (1), a distance of 144.87 feet to a point of intersection with the westerly line of the aforementioned lands of Adcor; thence

5. S 03°15'02" E, along said westerly line, a distance of 20.20 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

REF 3975 PAGE 039
FORM1563Q.007/1
7-9-93 R.A.V.
Rev. 11-18-93 R.W.II
Rev. 1-14-94 R.W.II

**DESCRIPTION OF SE-7
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 1.579 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the northwesterly corner of the lands of Adcor at Great Northern Mall; thence

A. S 03°15'02" E, along the westerly line of said lands of Adcor, a distance of 220.58 feet to the Point of Beginning of the hereinafter described parcel; thence

1. S 03°15'02" E, continuing along said westerly line, a distance of 20.00 feet to a point; thence the following thirty-one (31) courses through lands of Great Northern Mall

2. S 86°44'58" W, a distance of 224.37 feet to a point; thence

3. N 03°15'02" W, a distance of 235.00 feet to a point; thence

4. S 86°44'58" W, a distance of 294.82 feet to a point; thence

5. N 41°44'42" W, a distance of 170.58 feet to a point; thence

6. N 03°15'02" W, a distance of 293.49 feet to a point; thence

7. S 86°44'58" W, a distance of 279.75 feet to a point; thence

8. S 40°39'17" W, a distance of 218.10 feet to a point; thence

9. S 43°56'24" W, a distance of 125.41 feet to a point; thence

10. S 03°15'02" E, a distance of 261.49 feet to a point; thence

11. S 48°15'02" E, a distance of 375.61 feet to a point; thence

12. S 57°30'07" W, a distance of 20.78 feet to a point; thence

13. N 48°15'02" W, along a line that is parallel with and 20.00 feet southwesterly of Course (11), a distance of 378.25 feet; thence

14. N 03°15'02" W, along a line parallel with and 20.00 feet westerly of course (10), a distance of 278.51 feet to a point; thence

DEED BOOK 3975 PAGE 040

1563Q.007/2
7-9-93 R.A.V.
Rev. 11-18-93 R.W.II
Rev. 1-14-94 R.W.II

- 15. N 43°56'24" E, along a line parallel with and 20.00 feet northwesterly of course (9), a distance of 123.17 feet to a point; thence
- 16. N 49°53'05" W, a distance of 288.59 feet to a point; thence
- 17. N 56°18'25" W, a distance of 195.28 feet to a point; thence
- 18. N 56°21'48" E, a distance of 21.67 feet to a point; thence
- 19. S 56°18'25" E, along a line parallel with and 20.00 feet northeasterly of course (17), a distance of 188.05 feet to a point; thence
- 20. S 49°53'05" E, along a line parallel with and 20.00 feet northeasterly of course (16), a distance of 290.49 feet to a point; thence
- 21. N 40°39'17" E, along a line parallel with and 20.00 feet northwesterly of course (8), a distance of 216.42 feet to a point; thence
- 22. N 86°44'58" E, along a line parallel with and 20.00 feet northerly of course (7), a distance of 753.25 feet to a point; thence
- 23. S 48°15'02" E, a distance of 14.14 feet to a point; thence
- 24. S 03°15'02" E, a distance of 10.00 feet to a point; thence
- 25. S 86°44'58" W, along a line parallel with and 20.00 feet southerly of course (22), a distance of 455.00 feet to a point; thence
- 26. S 03°15'02" E, along a line parallel with and 20.00 feet easterly of course (6), a distance of 286.51 feet to a point; thence
- 27. S 41°44'42" E, along a line parallel with and 20.00 feet northeasterly of course (5), a distance of 153.95 feet to a point; thence
- 28. N 86°44'58" E, along a line parallel with and 20.00 feet northerly of course (4), a distance of 305.18 feet to a point; thence
- 29. S 03°15'02" E, along a line parallel with and 20.00 feet easterly of course (3), a distance of 235.00 feet to a point; thence
- 30. N 86°44'58" E, along a line parallel with and 20.00 feet northerly of course (2), a distance of 204.37 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

89
 Book recorded on the
 day of Dec 1993
 in Book 3975 Page 3000
 and a. mind.
 [Signature]
 CHICAGO COUNTY CLERK
 Box 302
 Map 139
 8/17/94

VERPLANK ROAD
(49.5' R.O.W.)

300' WIDE PERMANENT EASEMENT TO
POWER AUTHORITY OF THE STATE OF NEW YORK
PARCEL 825 MAP 25
BOOK 2000 P. 363
BOOK 2000 P. 374

ONONDAGA COUNTY WATER DISTRICT
RIGHT-OF-WAY FOR
CLEAR WATER PIPELINE
DEED BOOK 2241, PAGE 31

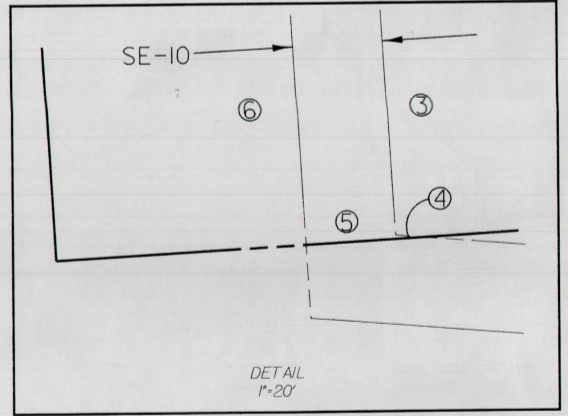
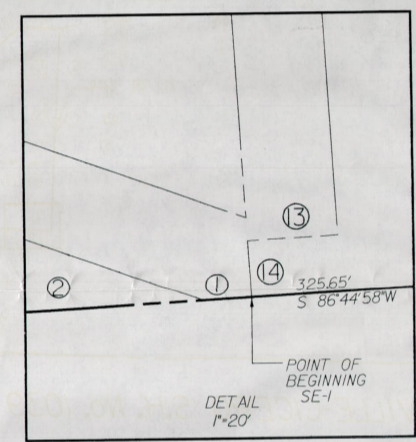
N.Y.S. ROUTE 481

LANDS OF GREAT NORTHERN MALL

LANDS OF SEARS, ROEBUCK & CO.

LANDS OF ADCOR

BALDWINVILLE-CICERO S.H. No. 1039 N.Y.S. ROUTE 31



SE-1
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 S 71°42'28\"
- 2 S 86°44'58\"
- 3 S 03°15'02\"
- 4 N 69°51'20\"
- 5 18°24'28\"
- 6 129.33'
- 7 129.33'
- 8 63°10'38\"
- 9 S 3°15'02\"
- 10 N 54°47'35\"
- 11 N 03°15'02\"
- 12 S 54°47'35\"
- 13 N 35°13'04\"
- 14 N 86°44'58\"
- 15 S 35°13'04\"
- 16 S 03°15'02\"
- 17 S 86°44'58\"
- 18 S 03°15'02\"

AREA = 0.6441 ACRES

SE-2
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 03°15'02\"
- 2 S 86°44'58\"
- 3 S 03°15'02\"
- 4 N 48°15'02\"
- 5 N 03°15'02\"
- 6 18°24'28\"
- 7 S 58°37'00\"
- 8 N 86°44'58\"
- 9 S 03°15'02\"

AREA = 0.081 ACRES

SE-3
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 86°44'58\"
- 2 S 48°15'02\"
- 3 N 86°44'58\"
- 4 N 26°29'09\"
- 5 N 63°30'51\"
- 6 S 26°29'09\"
- 7 S 86°44'58\"

AREA = 0.0071 ACRES

SE-4
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 86°44'58\"
- 2 S 48°15'02\"
- 3 N 86°44'58\"
- 4 N 31°22'59\"
- 5 S 58°37'00\"
- 6 S 31°22'59\"
- 7 S 86°44'58\"

AREA = 0.010 ACRES

SE-5
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 S 03°15'02\"
- 2 S 03°15'02\"
- 3 S 86°44'58\"
- 4 N 03°15'02\"
- 5 N 86°44'58\"

AREA = 0.0731 ACRES

SE-6
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 03°15'02\"
- 2 N 85°16'50\"
- 3 N 03°15'02\"
- 4 N 86°44'58\"
- 5 S 85°16'50\"
- 6 S 03°15'02\"

AREA = 0.0771 ACRES

SE-7
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 S 03°15'02\"
- 2 S 86°44'58\"
- 3 N 03°15'02\"
- 4 S 86°44'58\"
- 5 N 41°44'42\"
- 6 N 03°15'02\"
- 7 S 86°44'58\"
- 8 S 40°39'17\"
- 9 S 43°56'24\"
- 10 S 03°15'02\"
- 11 S 48°15'02\"
- 12 S 57°30'07\"
- 13 N 48°15'02\"
- 14 N 03°15'02\"
- 15 N 43°56'24\"
- 16 N 49°53'05\"
- 17 N 56°18'25\"
- 18 N 56°27'48\"
- 19 S 56°18'25\"
- 20 S 49°53'05\"
- 21 N 40°39'17\"
- 22 N 86°44'58\"
- 23 S 48°15'02\"
- 24 S 03°15'02\"

AREA = 1.5791 ACRES

SE-8
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 03°15'02\"
- 2 N 86°16'59\"
- 3 N 86°44'58\"
- 4 S 69°51'20\"
- 5 108°15'40\"
- 6 200.00'
- 7 129.33'
- 8 63°10'38\"
- 9 N 69°51'20\"
- 10 S 86°44'58\"
- 11 S 43°56'24\"
- 12 S 86°44'58\"
- 13 N 85°16'50\"

AREA = 0.2261 ACRES

SE-9
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 86°44'58\"
- 2 S 48°15'02\"
- 3 N 86°44'58\"
- 4 N 86°44'58\"
- 5 S 26°29'09\"
- 6 N 86°44'58\"
- 7 N 03°15'02\"
- 8 S 48°15'02\"
- 9 S 03°15'02\"
- 10 S 86°44'58\"
- 11 S 54°47'35\"
- 12 S 03°15'02\"
- 13 N 86°44'58\"
- 14 N 31°22'59\"

AREA = 0.3091 ACRES

SE-10
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 86°44'58\"
- 2 S 48°15'02\"
- 3 N 86°44'58\"
- 4 S 26°29'09\"
- 5 S 03°15'02\"
- 6 S 86°44'58\"
- 7 S 48°15'02\"
- 8 N 03°15'02\"
- 9 S 86°44'58\"
- 10 S 03°15'02\"
- 11 N 86°44'58\"
- 12 N 31°22'59\"

AREA = 0.2321 ACRES

SE-11
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 N 03°15'02\"
- 2 N 86°44'58\"
- 3 N 86°44'58\"
- 4 S 86°44'58\"

AREA = 0.091 ACRES

SE-12
PROPOSED 20' WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY

- 1 S 03°15'02\"
- 2 N 86°44'58\"
- 3 S 03°15'02\"
- 4 S 35°13'04\"
- 5 S 86°44'58\"
- 6 N 35°13'04\"
- 7 S 86°44'58\"
- 8 N 03°15'02\"

AREA = 0.5301 ACRES

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		

PROJECT ENGINEER/ARCHITECT	DATE

PROJECT MANAGER	DATE

DEPT./BRANCH/CLIENT/MANAGER	DATE

DRAWN BY	DATE

SCALE	DATE ISSUED

THE SEAR-BROWN GROUP
FULL-SERVICE DESIGN PROFESSIONALS
BUCKLE UP, N.Y. 14623
(716) 471-1460

PROJECT: GREAT NORTHERN MALL
TOWN OF CLAY
COUNTY OF ONONDAGA, NEW YORK

TITLE OF DRAWING: SANITARY SEWER EASEMENT MAP

PROJECT NO.: 15630
DRAWING NO.: SU 4

PREPARED BY:

Daniel McIntosh, Esquire
Lowndes, Drosdick, Doster
Kantor & Reed, P.A.
450 S. Orange Avenue, Suite 200
Orlando, Florida 32801

AFTER RECORDING RETURN TO:

Kelli J. Vos
Fidelity National Title
One East Washington Street
Suite #450
Phoenix, AZ 85004

THIS INDENTURE, made the 9th day of November, 2015.

BETWEEN **N AND D RESTAURANTS, LLC**, a Florida limited liability company,
successor by conversion to **N AND D RESTAURANTS, INC.**, a Florida
corporation
1000 Darden Center Drive
Orlando, FL 32837

Grantor, and

FCPT GARDEN PROPERTIES, LLC, a Delaware limited liability
company
1000 Darden Center Drive
Orlando, FL 32837

Grantee,

WITNESSETH, that the Grantor, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee forever

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED EXHIBIT A

TOGETHER with all right, title and interest, if any, of the Grantor in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the Grantor in and to said premises, subject to all covenants, conditions, restrictions, obligations, encumbrances, or other matters of record; **TO HAVE AND TO HOLD** the premises herein granted unto the Grantee, and the heirs or successors and assigns of the Grantee forever and Grantor does fully warrant the title to the land conveyed, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

2015-12-14 15:44:11 F. DB-5355-291

EXHIBIT A

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, all as shown on a map entitled "Great Northern Mall, Survey" prepared by The Sear-Brown Group, Inc., dated August 12, 1993 and being part of Farm Lot No. 24, and being more particularly bounded and described as follows: COMMENCING at the point of intersection of the easterly line of New York State 481 with the northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1079 (New York State Route 31); thence A. North $88^{\circ} 14' 22''$ East along said northerly right of way line of New York State Route 31, a distance of 252.23 feet to the point of beginning of the hereinafter described parcel; thence 1. North $03^{\circ} 15' 02''$ West, a distance of 350.00 feet to a point; thence 2. North $57^{\circ} 30' 07''$ East, a distance of 63.72 feet to a point; thence 3. Southeasterly along a curve to the left, having a radius of 425.00 feet through a central angle of $60^{\circ} 45' 09''$, a distance of 450.64 feet to a point of tangency; thence 4. North $86^{\circ} 44' 58''$ East, a distance of 188.58 feet to a point; thence 5. South $03^{\circ} 15' 02''$ East, a distance of 179.08 feet to a point of intersection with the northerly right-of-way line of said New York State Route 31; thence the following (4) courses along said northerly right-of-way line: 6. South $89^{\circ} 53' 37''$ West, a distance of 127.11 feet to a point; thence 7. South $87^{\circ} 17' 58''$ West, a distance of 331.33 feet to a point; thence 8. South $88^{\circ} 46' 32''$ West, a distance of 114.04 feet to a point; thence 9. South $88^{\circ} 14' 22''$ West, a distance of 42.81 feet to the point of beginning.

PARCEL II

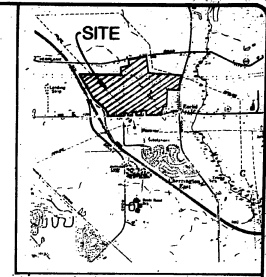
TOGETHER with an access easement, in common with others, over the following described premises:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, all as shown on a map entitled "Great Northern Mall, Survey" prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being part of Farm Lot No. 24 and more particularly bounded and described as follows:

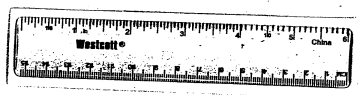
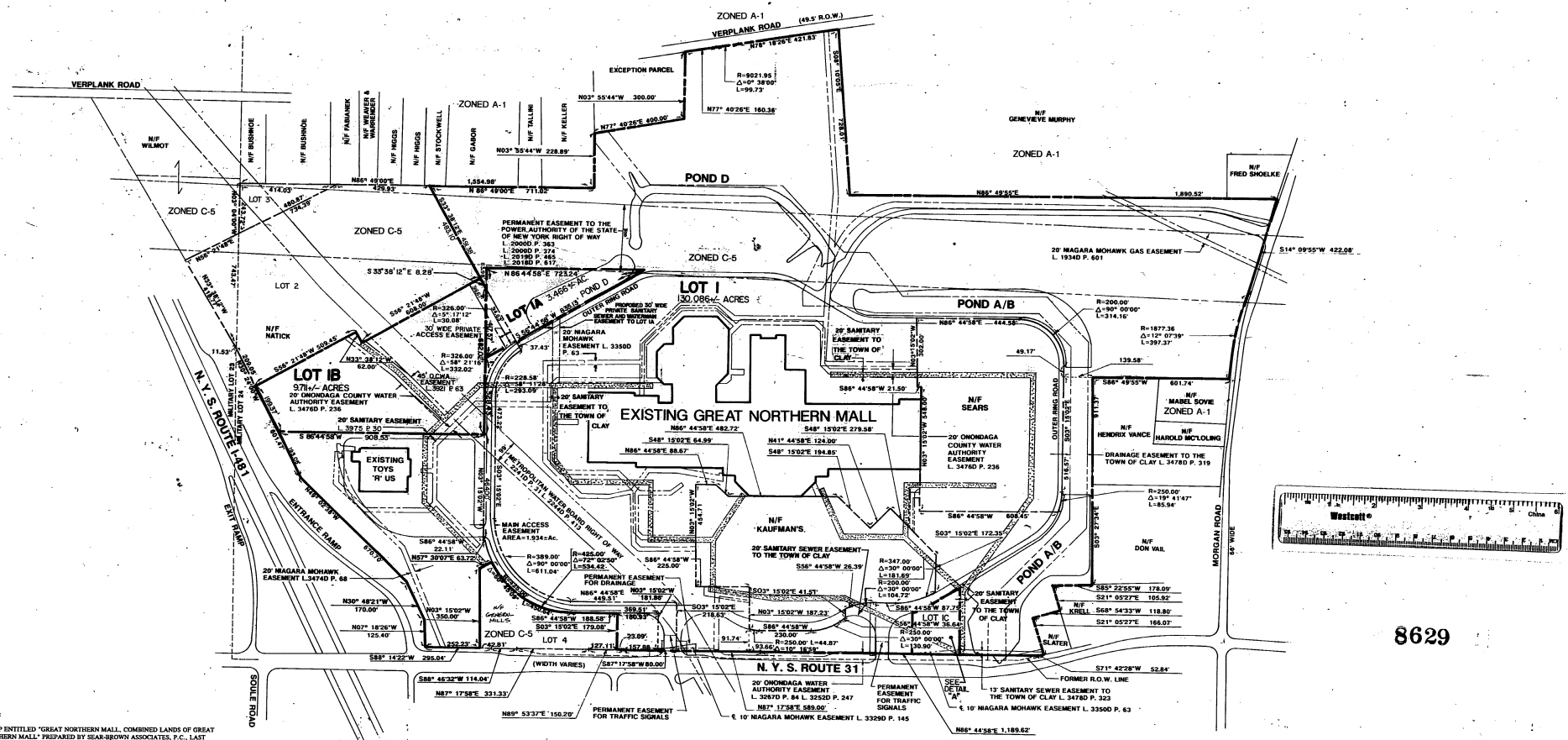
COMMENCING at a point on intersection of the northerly right-of-way line of Baldwinsville-Cicero S. H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481; thence A. North $88^{\circ} 14' 22''$ East along said northerly right-of-way line of New York State Route 31, a distance of 295.04 feet to a point; thence B. North $88^{\circ} 46' 32''$ East, continuing along said northerly right-of-way line, a distance of 114.04 feet to a point; thence C. North $87^{\circ} 17' 58''$ East continuing along said northerly right-of-way line, a distance of 331.33 feet to a point; thence D. North $89^{\circ} 53' 37''$ East continuing along said northerly right-of-way line, a distance of 127.11 feet to a point; thence E. North $03^{\circ} 15' 02''$ West along the easterly line of the General Mills Site, a distance of 179.08 feet to a point; thence F. South $86^{\circ} 44' 58''$ West along the northerly line of said General Mills Site, a distance of 138.58 feet to the point of beginning of

the hereinafter described strip of land; thence 1. South $86^{\circ} 44' 58''$ West continuing along said northerly line, a distance of 50.00 feet to a point of curvature; thence 2. Northwesterly continuing along said northerly line of the General Mills Site, along a curve to the right, having a radius of 425.00 feet through a central angle of $06^{\circ} 44' 26''$, a distance of 50.00 feet to a point at the end of said strip of land.

Property Address: 4125 Route 31, Clay, NY



LOCATION SKETCH (N.T.S.)



8629

- REFERENCES:
1. A MAP ENTITLED "GREAT NORTHERN MALL, COMBINED LANDS OF GREAT NORTHERN MALL" PREPARED BY SEAR-BROWN ASSOCIATES, P.C., LAST REVISED JANUARY 4, 1998 AND HAVING DRAWING NUMBER 1563A-87.
 2. A MAP ENTITLED "GREAT NORTHERN MALL SURVEY" PREPARED BY SEAR-BROWN ASSOCIATES, P.C., LAST REVISED FEBRUARY 1, 1999 AND HAVING DRAWING NUMBER 1563A-87.
 3. A MAP ENTITLED "WEST MALL SITE, CONVEYANCE MAP" PREPARED BY THE SEAR-BROWN GROUP, INC., LAST REVISED MARCH 2, 1999 AND HAVING DRAWING NUMBER 1563Q SU 1.
 4. NEW YORK STATE APPROPRIATION MAPS FOR BALDWINVILLE-CICERO S.B. NO. 1029; MAP NO. 81; PARCEL NO. 99-100; MAP NO. 86; PARCEL NO. 106; MAP NO. 87; PARCEL NO. 112.
 5. A MAP ENTITLED "PARCEL TO BE CONVEYED" PREPARED BY THE SEAR-BROWN GROUP, HAVING DRAWING NUMBER 1563Q SU 2, DATED APRIL 25, 1993.

OWNERS NAMES

GREAT NORTHERN MALL, INC.
BY NORMALL ASSOC. A LIMITED PARTNERSHIP
1265 SCOTTSDALE ROAD
ROCHESTER, N.Y. 14624

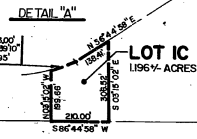
SIGNED: *[Signature]* DATE: 4-20-98

SURVEY NOTES:

THE VERTICAL DATUM SHOWN HEREON IS REFERENCED TO THE NATIONAL VERTICAL DATUM OF 1929.

THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLANE COORDINATE SYSTEM CENTRAL ZONE TRANSVERSE MERCATOR PROJECTION THROUGH CONTROL TIES TO THE FOLLOWING NEW YORK STATE DEPARTMENT OF TRANSPORTATION MONUMENTS:

P. 1.	A-24	(1977)	N = 1,161,212.772	E = 594,267.329
P. 1.	A-25	(1977)	N = 1,161,123.139	E = 599,103.158
P. 1.	A-22	(1977)	N = 1,160,921.024	E = 595,163.324



WE, THE SEAR-BROWN GROUP, INC. CERTIFY THAT THIS MAP WAS PREPARED APRIL 4, 1998 FROM THE NOTES OF AN INSTRUMENT SURVEY COMPLETED BY US ON DECEMBER 23, 1992 AND USING THE REFERENCES SHOWN HEREON.

NO FIELD INSPECTION HAS BEEN MADE OF PREMISES SINCE DECEMBER 23, 1992.

THIS MAP IS SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES THAT AN UPDATED ABSTRACT OF TITLES MAY SHOW.

BY: *[Signature]* DATE: April 10, 1998
ROBERT AVENTO, N.Y.S.E.L.S. NO. 4971

Filed May 6, 1998
M. Ann Cappelli
Onondaga County Clerk

APPROVED: TOWN OF CLAY PLANNING BOARD
BY: *[Signature]* DATE: 5-1-98
CHAIRMAN

PURSUANT TO THE CONSTRUCTION OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED AS OF DECEMBER 4, 1987, RELATING TO GREAT NORTHERN MALL, RECORDED IN THE ONONDAGA COUNTY CLERK'S OFFICE ON MAY 26, 1988 IN LIBER 3446 OF DEEDS AT PAGE 2263 AS AMENDED EACH OF THE PARTIES HAS EACH GRANTED TO THE OTHER (D) EASEMENTS FOR ACCESS TO AND FROM THE SHOPPING CENTER AND THEIR RESPECTIVE SITES AND (C) EASEMENTS FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF UTILITIES INCLUDING BUT NOT LIMITED TO STORM SEWER LOCATED WITHIN THEIR RESPECTIVE SITES.

NOTE:

LOTS IA, IB AND IC ARE APPROVED WITHOUT DIRECT ACCESS TO PUBLIC HIGHWAYS, ACCESS TO AND FROM LOTS IA, IB AND IC SHALL BE PURSUANT TO PRIVATE EASEMENTS OVER THE EXISTING INTERNAL ROADWAYS AND ENTRANCES.

PROJECT NO.	11713
DRAWING NO.	SU 5
TITLE OF DRAWING	AMENDED FINAL MAP FOR LOT I
DATE	5/1/98
SCALE	AS SHOWN
DRAWN BY	[Signature]
CHECKED BY	[Signature]
DATE	5/1/98
PROJECT LOCATION	LOT I, GREAT NORTHERN MALL, ROCHESTER, N.Y.
PROJECT OWNER	GREAT NORTHERN MALL, INC.
ENGINEER	THE SEAR-BROWN GROUP, INC.
DATE	5/1/98

THE SEAR-BROWN GROUP, INC.
FULL-SERVICE DESIGN PROFESSIONALS
100 W. MAIN ST., SUITE 200
ROCHESTER, N.Y. 14614
PHONE: 734-1100
FAX: 734-1101



PART OF MILITARY LOTS 23 AND 24.

ONONDAGA COUNTY DEPARTMENT OF HEALTH
DIVISION OF ENVIRONMENTAL HEALTH
This Plan has been reviewed by the Onondaga County Department of Health. No objection is made by this Department is not required.

By: *[Signature]* P.E.
Eugene J. Pappalardo
Eugene J. Pappalardo, P.E.
Eugene J. Pappalardo, P.E.

GREAT NORTHERN MALL SUBDIVISION
TOWN OF CLAY, ONONDAGA COUNTY, N.Y.
WILMORIE INC., 1285 SCOTTSDALE ROAD
ROCHESTER, N.Y.

PROJECT NO.
11713

DRAWING NO.
SU 5

DEED BOOK 2233 PAGE 42

Parcel No. T-40-5

Easement



This Instrument Witnesseth that Foster J. Gilbert and Mae W. Gilbert of RD #1, Liverpool, New York

hereinafter called the GRANTOR (whether one or more), being the owner of or having an interest in land situate in the Town of CLAY, County of Onondaga, State of New York, and bounded northerly by lands of Teobald Novickis and Elsa Novickis, and easterly by lands of Lydia J. Higgs, and being more fully described in a deed from Willis W. Gilbert, et al

dated July 10, 1954 and recorded in the Onondaga County Clerk's office in Book 1755 of Deeds at Page 9, for and

in consideration of the sum of Seventeen and No/00 Dollars (\$ 17.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants and releases unto COUNTY OF ONONDAGA, a municipal corporation of the State of New York, acting for and in behalf of ONONDAGA COUNTY WATER DISTRICT, having its principal office in the County Office Building, 600 South State Street, Syracuse, New York, 18202, hereinafter called GRANTEE, its successors and assigns, the right, privilege and authority to construct, maintain, inspect, operate, protect, replace, repair, change the size of and remove one or more pipelines and other fixtures or appurtenances used or associated therewith for the transmission and/or distribution of water upon, across, over and under the following described portion of the land and property conveyed by the aforementioned deed:

Being a part of Lot No. 24 and comprising a strip of land 99 feet in width as described in Exhibit "A" and as shown on Exhibit "B", both attached hereto and made a part hereof.

Together With free ingress and egress to and from said parcel of land and property for all of the above purposes and any other purposes reasonably incidental thereto, including the right now and from time to time to trim, cut and remove by manual, mechanical or chemical means, trees and brush and other obstructions within the above described parcel.

Grantor, however, RESERVES the right to cultivate and use the ground within the parcel of land and property covered by this instrument, provided that such use shall not, in the opinion of GRANTEE, interfere with or obstruct GRANTEE in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the pipeline and related facilities ultimately installed therein. GRANTEE specifically covenants and agrees not to impound water or construct buildings or structures of any type whatsoever on, over or under that portion of his lands and property covered by this instrument, and this agreement on his part shall be considered as a covenant running with the land and binding upon the GRANTOR, his heirs, executors, administrators, successors and assigns.

In addition to the consideration hereinabove provided, GRANTEE agrees to repair or to pay, by separate agreement, for any actual damage which may be done to growing crops, timber, fences, buildings or other structures and directly caused by GRANTEE in exercising the rights and privileges granted by this instrument; PROVIDED, however, that, after the first pipeline has been installed, GRANTEE shall not be liable for damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush, structures and obstructions in the exercise of the rights granted herein. Prior written permission of GRANTEE must be obtained before constructing any additional fences.

Grantor hereby warrants that she own in fee simple the property covered by this instrument and that GRANTOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to said premises as may be required by GRANTEE.

The rights and privileges granted by this instrument may not be assigned by either party hereto without the expressed consent of the other endorsed hereon and made a part hereof.

It is mutually agreed and understood that this instrument as originally written covers all the agreements and stipulations between the parties, and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of said original easement except as noted by initials of both GRANTEE'S Representative and GRANTOR.

When duly signed and acknowledged, this instrument shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

In Witness Whereof, Grantor has hereunto set his hand and seal this 1th day of January 1965

In Presence of: [Signature]

Foster J. Gilbert (L.S.) Mae W. Gilbert (L.S.)

Residing at:

OK for

EXHIBIT "A"

PARCEL NO. T-40-5

A Permanent Right-of-Way 99 feet in width, lying 49.5 feet each side of the following described centerline:

Beginning at a point in the division line between lands of Lydia J. Higgs on the east and said lands of Foster J. Gilbert and Mae W. Gilbert on the west, said point being 534.94 feet distant northerly, measured along said division line and along the division line between lands of Wesley Higgs and Roberta J. Higgs on the east and said lands of Foster J. Gilbert and Mae W. Gilbert on the west, from the northerly boundary of the Baldwinsville-Cicero State Highway No. 1039 (New York State Route No.31); running thence N 49° 57' 10" W through said lands of Foster J. Gilbert and Mae W. Gilbert, a distance of about 148 feet to a point in the division line between lands of Teobald Novickis and Elsa Novickis on the north and said lands of Foster J. Gilbert and Mae W. Gilbert on the south, said point being about 108 feet distant westerly, measured along said division line, from the division line between lands of Lydia J. Higgs on the east and said lands of Foster J. Gilbert and Mae W. Gilbert on the west, containing 0.34 acres of land, more or less.

Bearings referred to Grid North, New York State Coordinate System, Central Zone.

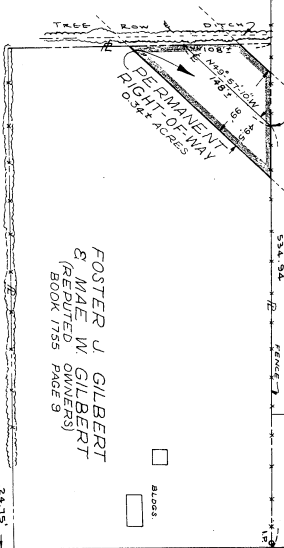
DEED BOOK 2233 PAGE 44



LYDIA J. HIGGS
(REPUTED OWNER)

POINT OF BEGINNING

TEOBALD NOVICKIS
& ELSA NOVICKIS
(REPUTED OWNERS)



FOSTER J. GILBERT
& MAE W. GILBERT
(REPUTED OWNERS)
BOOK 1755 PAGE 9

WESTLEY HIGGS &
ROBERTA J. HIGGS
(REPUTED OWNERS)

R.O.W. MAP - PARCEL NO. T-40-5

BALDWINVILLE - CICERO S.H. NO 1039
ORIGINAL CENTERLINE (N.Y.S. ROUTE 31)

LANDS APPROPRIATED BY
THE PEOPLE OF THE STATE OF N.Y.

SOULE
ROAD

EXHIBIT "B"

MAP REDUCED 10%

O'BRIEN & GERE
CONSULTING ENGINEERS & LAND SURVEYORS
SYRACUSE, NEW YORK

IN CHARGE OF J.I.P.
MADE BY: J.V.D.
CHECKED BY: J.A.B.

BY: *[Signature]*

ONONDAGA COUNTY WATER DISTRICT
RIGHT OF WAY FOR
CLEAR WATER PIPELINE
TO BE ACQUIRED FROM
FOSTER J. GILBERT & MAE W. GILBERT
PART OF LOT 24

TOWN OF CLAY
DATE: NOVEMBER 4, 1964 SCALE: 1" = 100'
ONONDAGA COUNTY, NEW YORK
FILE NO. 44629R-T-40-5

Receipt

Line Transmission
Aurb. No. 501-100A Parcel No. T-40-5

Foster J. Gilbert

Mac M. Gilbert

COUNTY OF ONONDAGA
Acting for and in behalf of
ONONDAGA COUNTY WATER DISTRICT

Dated 19.....

State of New York }
County of } ss:

Recorded on the day of
at 19.....
In Book of Decds at
Page and examined

(Clerk)

(Personal Acknowledgment)

State of New York }
County of } ss:

On this day of
18..... before me, the subscriber, personally
appeared

to me personally known and known to me to be
the same person... described in said who executed
the within instrument and ... he... duly acknowl-
edged to me that ... he... executed the same.

(Notary Public)

REMARKS:

Return To:

RECORD AND RETURN TO:
MORRIS E. BENTLEY & TITLE CORP.
581 EAST CHURCH ST. 2ND FLOOR
SYRACUSE 2, NEW YORK

(Subscribing Witnesses Acknowledgment)

State of New York }
County of Onondaga } ss:

On this 21th day of January.....
1865 before me, the subscriber,
Wayne E. Hirschler

personally known to me and to me known to be
the subscribing witness within named, who, being
by me sworn, did depose and say, that he resides
in the ... Town..... of Camillus.

that he knows Foster J. Gilbert and

Mac M. Gilbert..... county aforesaid,
the grantor... within-named, knows them... to
be the grantor... who (is) (are) described in
and who executed the within instrument, that he
was present and saw the said Foster J. Gilbert
and Mac M. Gilbert

execute the same, and that they acknowledged
to him, the said Wayne E. Hirschler
that they, the said grantors, executed the same,
and that he, the said Wayne E. Hirschler,
thereupon subscribed his name, as a witness
thereto.

(Corporate Acknowledgment With Seal)

State of New York }
County of } ss:

On this day of
18..... before me name

to me personally known, who, being by me duly
sworn, did depose and say that he resides at
in the
and that he is

of the corporation described in and which exec-
the above instrument that he knows the sa-
said Corporation; that the seal affixed to said
instrument is such corporate seal; that it was
affixed by order of the Board of Directors of
Corporation, and that he signed h
thereto by like order.

(Notary Public)

RECORDED

JAN 20 4 16 PM '65



TO CLERKS OFFICE
MORRIS E. BENTLEY & TITLE CORP.
581 EAST CHURCH ST.
SYRACUSE 2, NEW YORK

Parcel No. T-40-4

Easement

CLAY

This Instrument Witnesseth that Teobald Novickis and Elsa Novickis, his wife, of 4079 Route 31, Liverpool, N. Y.

hereinafter called the GRANTOR (whether one or more), being the owner of or having an interest in land situate in the Town of Clay, County of Onondaga, State of New York, and bounded northerly by lands of Harold E. Phillips and Mary E. Phillips westerly by lands of Verlon Gaylord and Edith S. Gaylord and southerly by lands of Foster J. Gilbert and Mae W. Gilbert, and being more fully described in a deed from Henry Goyette

dated November 4, 19 and recorded in the Onondaga County Clerk's office in Book 1718 of Deeds at Page 376, for and in consideration of the sum of One Hundred Nineteen and No/100 Dollars (\$ 119.00)

and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants and releases unto COUNTY OF ONONDAGA, a municipal corporation of the State of New York, acting for and in behalf of ONONDAGA COUNTY WATER DISTRICT, having its principal office in the County Office Building, 600 South State Street, Syracuse, New York, 13202, hereinafter called GRANTEE, its successors and assigns, the right, privilege and authority to construct, maintain, inspect, operate, protect, replace, repair, change the size of and remove one or more pipelines and other fixtures or appurtenances used or associated therewith for the transmission and/or distribution of water upon, across, over and under the following described portion of the land and property conveyed by the aforementioned deed:

Being a part of Lot No. 24 and comprising a strip of land 99 feet in width as described in Exhibit "A" and as shown on Exhibit "B", both attached hereto and made a part hereof.

Together With free ingress and egress to and from said parcel of land and property for all of the above purposes and any other purposes reasonably incidental thereto, including the right now and from time to time to trim, cut and remove by manual, mechanical or chemical means, trees and brush and other obstructions within the above described parcel.

Grantor, however, RESERVES the right to cultivate and use the ground within the parcel of land and property covered by this instrument, provided that such use shall not, in the opinion of GRANTEE, interfere with or obstruct GRANTEE in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the pipeline and related facilities ultimately installed therein. GRANTEE specifically covenants and agrees not to impound water or construct buildings or structures of any type whatsoever on, over or under that portion of his lands and property covered by this instrument, and this agreement on his part shall be considered as a covenant running with the land and binding upon the GRANTOR, his heirs, executors, administrators, successors and assigns.

In addition to the consideration hereinabove provided, GRANTEE agrees to repair or to pay, by separate agreement, for any actual damage which may be done to growing crops, timber, fences, buildings or other structures and directly caused by GRANTEE in exercising the rights and privileges granted by this instrument; PROVIDED, however, that, after the first pipeline has been installed, GRANTEE shall not be liable for damages caused on the right-of-way by keeping said right-of-way clear of trees, undergrowth, brush, structures and obstructions in the exercise of the rights granted herein. Prior written permission of GRANTEE must be obtained before constructing any additional fences.

Grantor hereby warrants that he, his own in fee simple the property covered by this instrument and that GRANTOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to said premises as may be required by GRANTEE.

The rights and privileges granted by this instrument may not be assigned by either party hereto without the expressed consent of the other endorsed hereon and made a part hereof.

It is mutually agreed and understood that this instrument as originally written covers all the agreements and stipulations between the parties, and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of said original easement except as noted by initials of both GRANTEE'S Representative and GRANTOR.

When duly signed and acknowledged, this instrument shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

In Witness Whereof, Grantor has hereunto set his hand and seal this 27th day of February 1965.

In Presence of: *Wayne E. Schaefer*

Teobald Novickis (L.S.)
Elsa Novickis (L.S.)

Residing at:

11/15
3/16

DEED BOOK 2241 PAGE 29

RW 4/64 MWB

224

EXHIBIT "A"

A Permanent Right-of-Way 99 feet in width lying 49.5 feet each side of the following described centerline:

Beginning at a point in the division line between lands of Harold E. Phillips and Mary E. Phillips on the north and said lands of Teobald Novickis and Elsa Novickis on the south, said point being 25.87 feet distant easterly, measured along said division line, from the division line between lands of Verlon Gaylord and Edith S. Gaylord on the west and said lands of Teobald Novickis and Elsa Novickis on the east; running thence southeasterly through said lands of Teobald Novickis and Elsa Novickis the following courses and distances:

1. S 45°23'40" E a distance of 483.54 feet to a point of curvature;
2. Southeasterly, following a curve to the left having a radius of 3,795 feet, an arc distance of 301.92 feet to a point of tangency;
3. S 49°57'10" E a distance of about 1,257 feet to a point in the division line between lands of Foster J. Gilbert and Mae W. Gilbert on the south and said lands of Teobald Novickis and Elsa Novickis on the north, said point being about 108 feet distant westerly, measured along said division line, from the division line between lands of Lydia J. Higgs on the east and said lands of Teobald Novickis and Elsa Novickis on the west, containing 4.63 acres of land, more or less.

Subject to an easement granted by Teobald Novickis and Elsa Novickis to the Power Authority of the State of New York by deed dated June 9, 1960 and recorded in Onondaga County Clerk's Office June 16, 1960 in Book of Deeds 2000 at Page 374.

Bearings referred to Grid North, New York State Coordinate System, Central Zone.

It is agreed and understood that the GRANTOR reserves the right of ingress and egress over, under and across the said right-of-way for the purpose of building roads, sewers, waterlines and powerlines. It is further agreed and understood that the building of roads, sewers, waterlines, and powerlines shall be under the supervision of the GRANTEE.

MAP REDUCED 10%

IN CHARGE OF: J. I. P.
MADE BY: K. B. M.
CHECKED BY: J. A. B.

BY: *[Signature]*
CONSULTING ENGINEERS & LAND SURVEYORS
O'BRIEN & GERE
SYRACUSE, NEW YORK

TOWN OF CLAY

DATE: DECEMBER 4, 1964

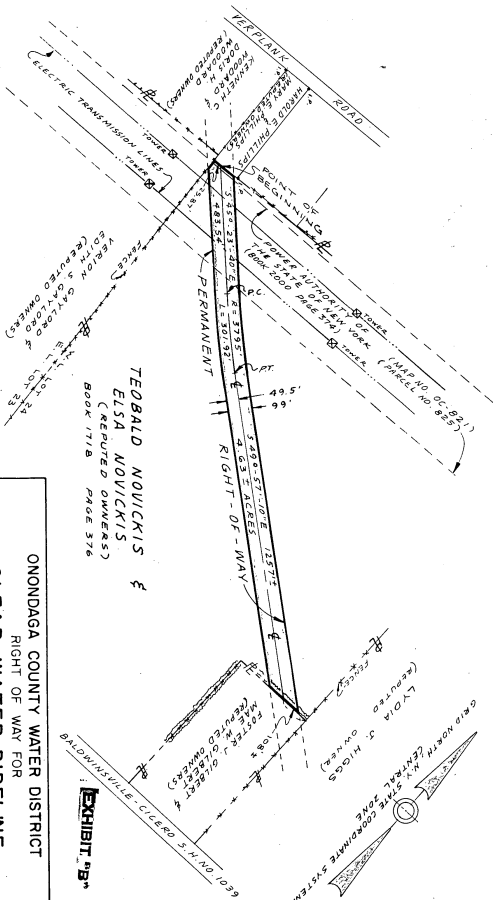
SCALE: 1" = 30.0'

FILE NO. 446.291-40-4

ONONDAGA COUNTY WATER DISTRICT
RIGHT OF WAY FOR
CLEAR WATER PIPELINE
TO BE ACQUIRED FROM
TEOBALD NOVICKIS & ELSA NOVICKIS
PART OF LOT 24
ONONDAGA COUNTY, NEW YORK

TEOBALD NOVICKIS &
ELSA NOVICKIS
(REPUTED OWNERS)
BOOK 1718 PAGE 376

EXHIBIT "B"



R.O.W. MAP - PARCEL NO. T-40-4

DEED BOOK 2241 PAGE 31

Parcel No. T-40-5A

CLAY

Easement

This Instrument Witnesseth that Lydia J. Higgs, Widow
of RD #2, Clay, New York

....., hereinafter called the GRANTOR (whether one or more),
being the owner of or having an interest in land situate in the Town of Clay, County of Onondaga,
State of New York, and bounded WESTERLY by lands of Foster J. Gilbert and Mae W. Gilbert,
and southerly by lots of Baldwinsville-Cicero State Highway # 1039, and being more
fully described in a deed from HENRY GAYLORD & LILLIAN B. GAYLORD (New York State Route 31)

..... dated April 1, 1915
and recorded in the Onondaga County Clerk's office in Book 911 of Deeds at Page 187, for and
in consideration of the sum of Thirty-Five and No/00 Dollars (\$ 35.00)
and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby grants and releases
unto COUNTY OF ONONDAGA, a municipal corporation of the State of New York, acting for and in behalf of
ONONDAGA COUNTY WATER DISTRICT, having its principal office in the County Office Building, 600
South State Street, Syracuse, New York, 18202, hereinafter called GRANTEE, its successors and assigns, the right,
privilege and authority to construct, maintain, inspect, operate, protect, replace, repair, change the size of and remove
one or more pipelines and other fixtures or appurtenances used or associated therewith for the transmission and/or
distribution of water upon, across, over and under the following described portion of the land and property conveyed
by the aforementioned deed:

Clay Being a part of Lot No. 24 and comprising a strip of
land 99 feet in width as described in Exhibit "A" and
as shown on Exhibit "B", both attached hereto and
made a part hereof.

Together With free ingress and egress to and from said parcel of land and property for all of the above purposes
and any other purposes reasonably incidental thereto, including the right now and from time to time to trim, cut and
remove by manual, mechanical or chemical means, trees and brush and other obstructions within the above described parcel.

Grantor, however, RESERVES the right to cultivate and use the ground within the parcel of land and property
covered by this instrument, provided that such use shall not, in the opinion of GRANTEE, interfere with or obstruct
GRANTEE in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the
pipeline and related facilities ultimately installed therein. GRANTOR specifically covenants and agrees not to impound
water or construct buildings or structures of any type whatsoever on, over or under that portion of his lands and
property covered by this instrument, and this agreement on his part shall be considered as a covenant running with
the land and binding upon the GRANTOR, his heirs, executors, administrators, successors and assigns.

In addition to the consideration hereinabove provided, GRANTEE agrees to repair or to pay, by separate
agreement, for any actual damage which may be done to growing crops, timber, fences, buildings or other structures
and directly caused by GRANTEE in exercising the rights and privileges granted by this instrument; PROVIDED,
however, that, after the first pipeline has been installed, GRANTEE shall not be liable for damages caused on the
right-of-way by keeping said right-of-way clear of trees, undergrowth, brush, structures and obstructions in the exercise
of the rights granted herein. Prior written permission of GRANTEE must be obtained before constructing any additional
fences.

Grantor hereby warrants that she... own... in fee simple the property covered by this instrument and that
GRANTOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance
of the title to said premises as may be required by GRANTEE.

The rights and privileges granted by this instrument may not be assigned by either party hereto without the
expressed consent of the other endorsed hereon and made a part hereof.

It is mutually agreed and understood that this instrument as originally written covers all the agreements and
stipulations between the parties, and that no representations or statements, verbal or written, have been made
modifying, adding to or changing the terms of said original easement except as noted by initials of both GRANTEE'S
Representative and GRANTOR.

When duly signed and acknowledged, this instrument shall be binding upon and inure to the benefit of the
respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

In Witness Whereof, Grantor has hereunto set his hand and seal this 17th day of March April
1965.....

In Presence of:
Rayne E. Traubler

Mrs. Lydia J. Higgs (L.S.)
..... (L.S.)

Residing at:
.....

DEED BOOK 2244 PAGE 413

RW 4/64 MWB

3:21

DEED
BOOK 2244 PAGE 414

EXHIBIT "A"

Parcel No. T-40-5A

A Permanent Right-of-Way 99 feet in width, lying 49.5 feet each side of the following described centerline:

Beginning at a point in the division line between lands of Foster J. Gilbert and Mae W. Gillbert on the west and lands of Lydia J. Higgs on the east, said point being 534.94 feet distant northerly, measured along said division line and along the division line between lands of Wesley Higgs and Roberta J. Higgs on the east and said lands of Foster J. Gilbert and Mae W. Gilbert on the west, from the northerly boundary of the Baldwinsville-Cicero State Highway No. 1039 (New York State Route 31); running thence southeasterly through said lands of Lydia J. Higgs the following courses and distances:

- 1) S 49° 57' 10" E a distance of 275.89 feet to a point of curvature;
- 2) Southeasterly following a curve to the right having a radius of 1,066.00 feet, an arc distance of 303.83 feet to a point of tangency;
- 3) S 33° 37' 20" E a distance of about 130.71 feet to a point in said northerly boundary of the Baldwinsville-Cicero State Highway No. 1039 (New York State Route 31), said point being 310.45 feet distant easterly, measured along said highway boundary, from the division line between lands of Wesley Higgs and Roberta J. Higgs on the west and said lands of Lydia J. Higgs on the east, containing 1.61 acres of land more or less.

Together with all of the right, title and interest of the GRANTOR in and to any land lying in the bed of any street, road or avenue, opened or proposed, and to the centerline thereof, in front of or adjoining the parcel of property hereinabove described.

Bearings referred to Grid North, New York State Coordinate System, Central Zone.

MAP REDUCED 10%

IN CHARGE OF: J.I.P.
MADE BY: A.J.S.
CHECKED BY: J.A.B.

CONSULTING ENGINEERS & LAND SURVEYORS
O'BRIEN & GERE
SYRACUSE, NEW YORK
BY: Robert S. Redmond

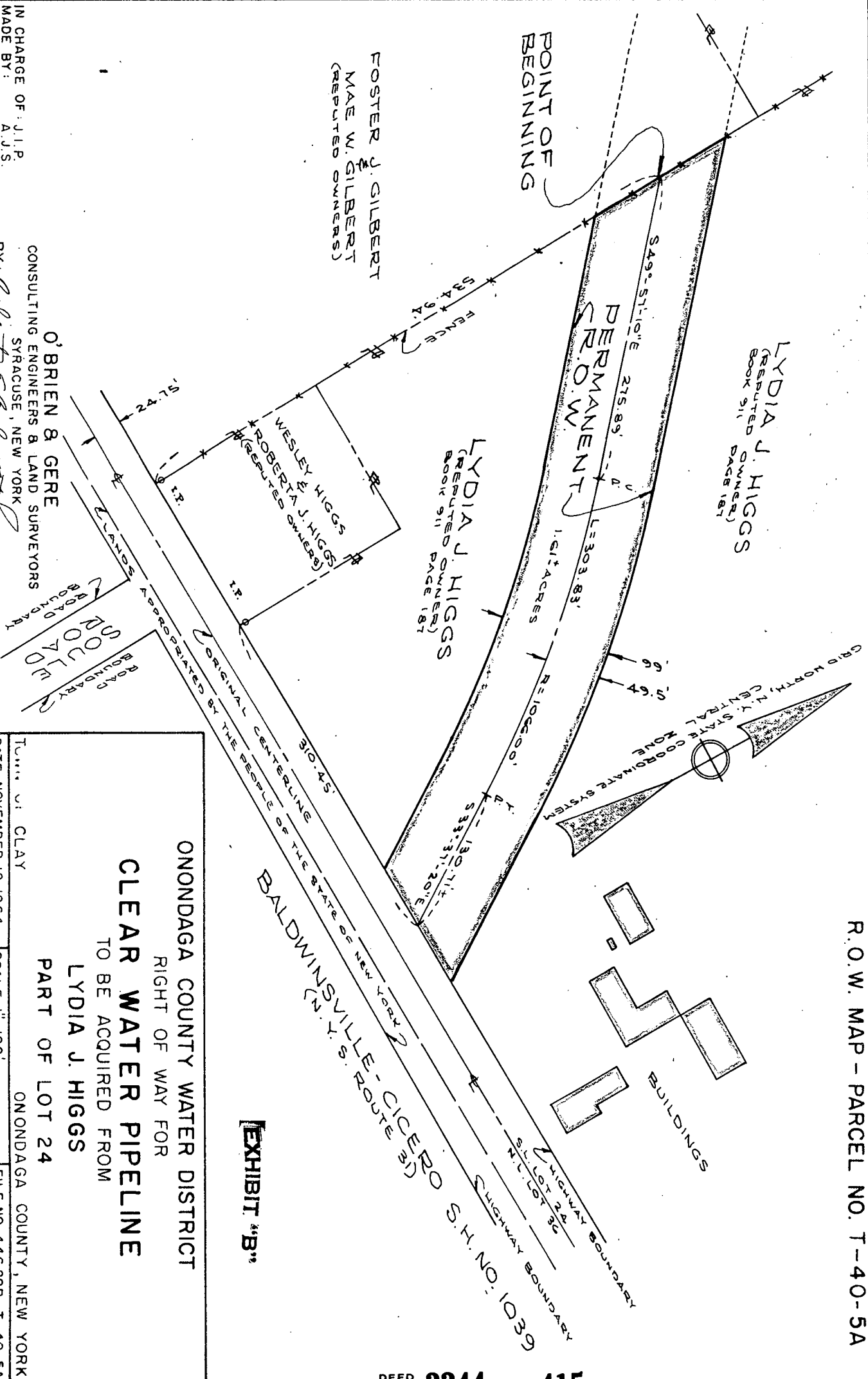
TOWN OF CLAY
DATE: NOVEMBER 18, 1964

SCALE: 1" = 100'

FILE NO. 446.29R-T-40-5A

ONONDAGA COUNTY WATER DISTRICT
RIGHT OF WAY FOR
CLEAR WATER PIPELINE
TO BE ACQUIRED FROM
LYDIA J. HIGGS
PART OF LOT 24
ONONDAGA COUNTY, NEW YORK

EXHIBIT "B"



DEED BOOK 2244 PAGE 415

R.O.W. MAP - PARCEL NO. T-40-5A

Parcel No. T-40-4



Option For Easement

This Agreement, made this 1st day of September, 1964, by and between Teobald Novickis and Elsa Novickis, his wife of ~~XXXXXXXXXXXXXXXX~~ 4079 Rt. 31, Liverpool, N. Y. hereinafter called OPTIONOR, (whether one or more), being the owner of or having an interest in land situate in the Town of Clay County of Onondaga, State of New York, and bounded northerly by lands of Harold E. and Mary E. Phillips and southeasterly by lands of Foster J. and Mae W. Gilbert and being more fully described in a deed from Henry Goyette

dated November 4, 19, and recorded in the Onondaga County Clerk's office in Book 1718 of Deeds at Page 376; and the COUNTY OF ONONDAGA, a municipal corporation of the State of New York, acting for and in behalf of the ONONDAGA COUNTY WATER DISTRICT, having its principal office in the County Office Building, 600 South State Street, Syracuse, New York 13202, hereinafter called OPTIONEE;

Witnesseth that for and in consideration of the sum of One Hundred Nineteen and No/100... Dollars (\$119.00), receipt whereof is hereby acknowledged, OPTIONOR hereby grants to OPTIONEE the right to purchase a right-of-way and easement across OPTIONOR'S lands at any time within 180 days from the date of this option agreement.

Optioner shall give notice to OPTIONOR of its intention to exercise the option granted by this agreement by tendering and paying to OPTIONOR the further sum of One Hundred Nineteen..... Dollars (\$119.00) within the above specified period of time, whereupon the OPTIONOR shall execute a permanent right-of-way or easement (EXHIBIT "A" ATTACHED) upon, across, over and under the following described portion of the land and property conveyed by the aforementioned deed:

Clay

Being a part of Lot No. 24. A right-of-way with a width of 6 rods, the centerline of which shall enter the lands of the OPTIONOR from lands of Harold E. and Mary E. Phillips on the north at a point on OPTIONOR'S northerly property line about 70 feet distant easterly from the OPTIONOR'S northwesterly property corner and shall extend in a southeasterly direction a distance of about 119 rods through lands of the OPTIONOR to the lands of Foster J. and Mae W. Gilbert on the southeast at a point on the OPTIONOR'S southerly property line about 190 feet distant westerly from the OPTIONOR'S easterly property line, containing 4.5 acres, more or less.

The final easement (EXHIBIT "A" ATTACHED) with rights to be acquired, shall contain the full legal description of the parcel of land as based on a physical survey of the right-of-way and a plot of same shall be attached to and made a part thereof.

Optionor also gives and grants to OPTIONEE, its employees, engineers and agents the right during the period of this option and thereafter, if the option is exercised, and until the date of settlement, to enter upon the premises of OPTIONOR for the purpose of making surveys and inspections.

Optionor hereby warrants that the own..... in fee simple the property covered by this instrument, and that OPTIONOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to said premises as may be required by OPTIONEE.

The rights and privileges granted by this instrument may not be assigned by either party hereto without the expressed consent of the other endorsed hereon and made a part hereof.

When duly signed and acknowledged, this instrument shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

If said option is not exercised within said option period, OPTIONOR shall retain said amount paid in consideration for this option as liquidated damages.

In Witness Whereof, Optionor has hereunto set his hand and seal this 1st day of September, 1964.....

In Presence of: Raymond E. Stuechler

Teobald Novickis (L.S.)
Elsa Novickis (L.S.)

Residing at:
4079 RTE 31 Liver Pool, N.Y.

RWO 4/64 MWB

DEED BOOK 2215 PAGE 465

CLAY
3124

0
FEE
007970

7

GRANT OF EASEMENT

GREAT NORTHERN SPE, LLC, a Delaware limited liability company, c/o The Macerich Company, Attn: Legal Dept. 401 Wilshire Blvd, Suite 700, PO Box 2172, Santa Monica, CA 90407-2172 (hereinafter referred to as "Grantor"), of consideration of One Dollar (\$1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to **NIAGARA MOHAWK POWER CORPORATION**, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and its lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon a portion of Grantor's land, described in Section 2 below (the "Grantor's Land").

2009

Section 1 - Description of the Easement. The Easement granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to: Install Anchor for New Pole #30.

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, remove a guy wire and anchor (collectively, the "Facilities"), which the Grantee shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, over, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area") and the highways abutting or running through the Grantor's Land, and to renew and replace the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the reasonable opinion of the Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate the Easement Area as is reasonable, necessary, and property for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, relocate, use and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent of the Easement.

Section 2 - Description of Grantor's Land. The Grantor's Land is described in a certain Deed recorded in the Onondaga County Clerk's Office on 04/30/2001 in Liber 4547 of Deeds at Page 032 and consists of land described as being a part of Tax Parcel No. 28.000-1-40.4 in the Town of Clay, County of Onondaga, State of New York. FL 24

R.O.W. CLEARED
J.F. ARCURI
12-28-07

08:20 02/05/08 01:19:08 HM DB-05032F-958

Section 3 - Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent. The general location of the Easement Area Facilities is shown on the sketch, entitled National Grid USA No. 11-07-2830316-1-1 which is attached hereto as Exhibit A. The Easement Area is more particularly described on the Niagara Mohawk Power Corporation Map of Guy Anchor Easement to be Acquired from GREAT NORTHERN SPE, LLC dated 11/07/07 which is attached hereto as Exhibit B.

Section 4 - Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

Section 5 - General Provisions.

The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest herein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

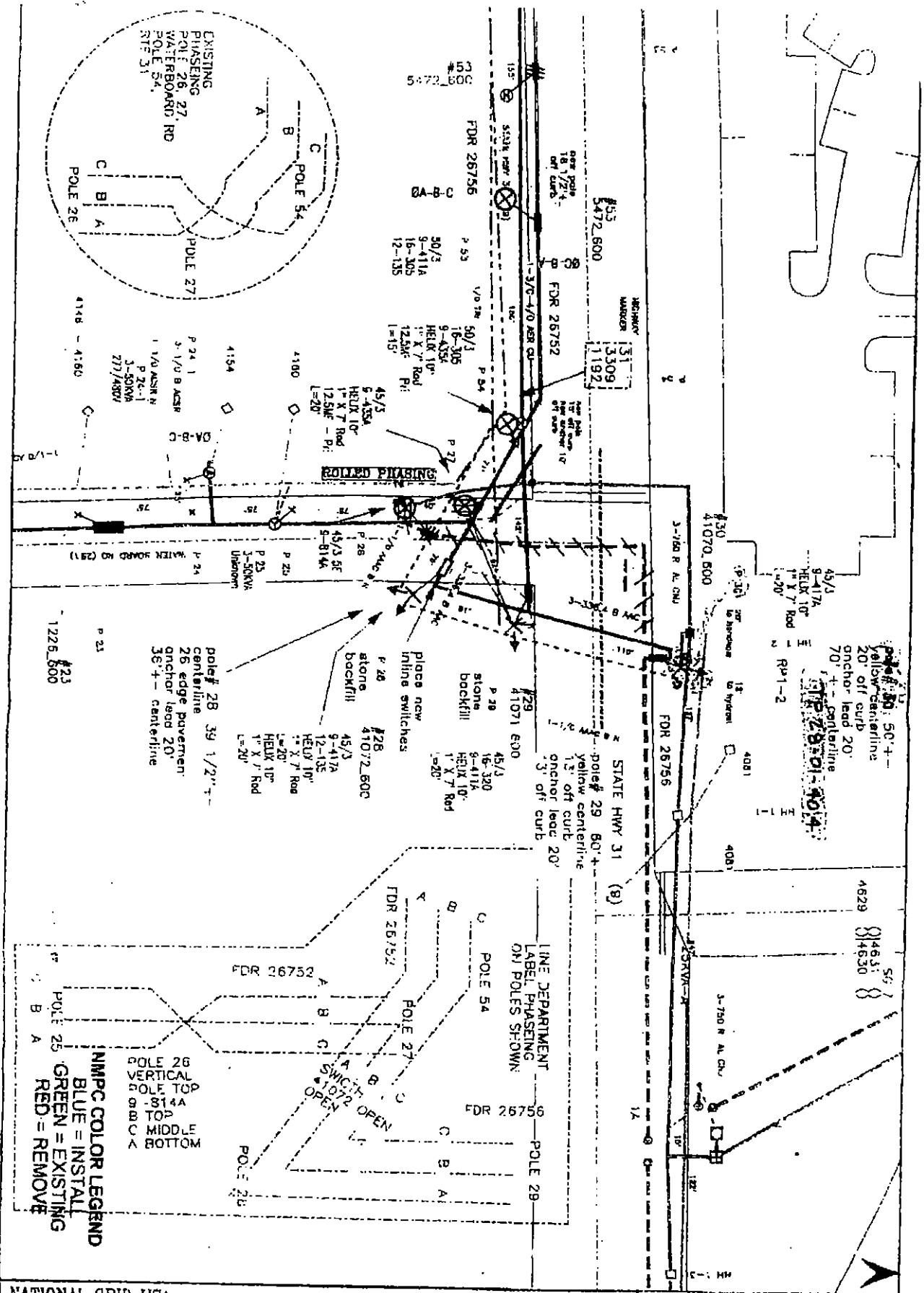
Attached hereto and incorporated herein is a utility easement rider which modifies and supercedes the terms hereof.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this 21st day of December, 2007.

GREAT NORTHERN SPE, LLC
a Delaware limited liability company

By: JML
Name: JOHN M. GENOVERS
Its: VP - DEVELOPMENT (Title)

EXHIBIT A



NMPC COLOR LEGEND
 BLUE = INSTALL
 GREEN = EXISTING
 RED = REMOVE

POLE 26
 VERTICAL
 TOP
 MIDDLE
 BOTTOM

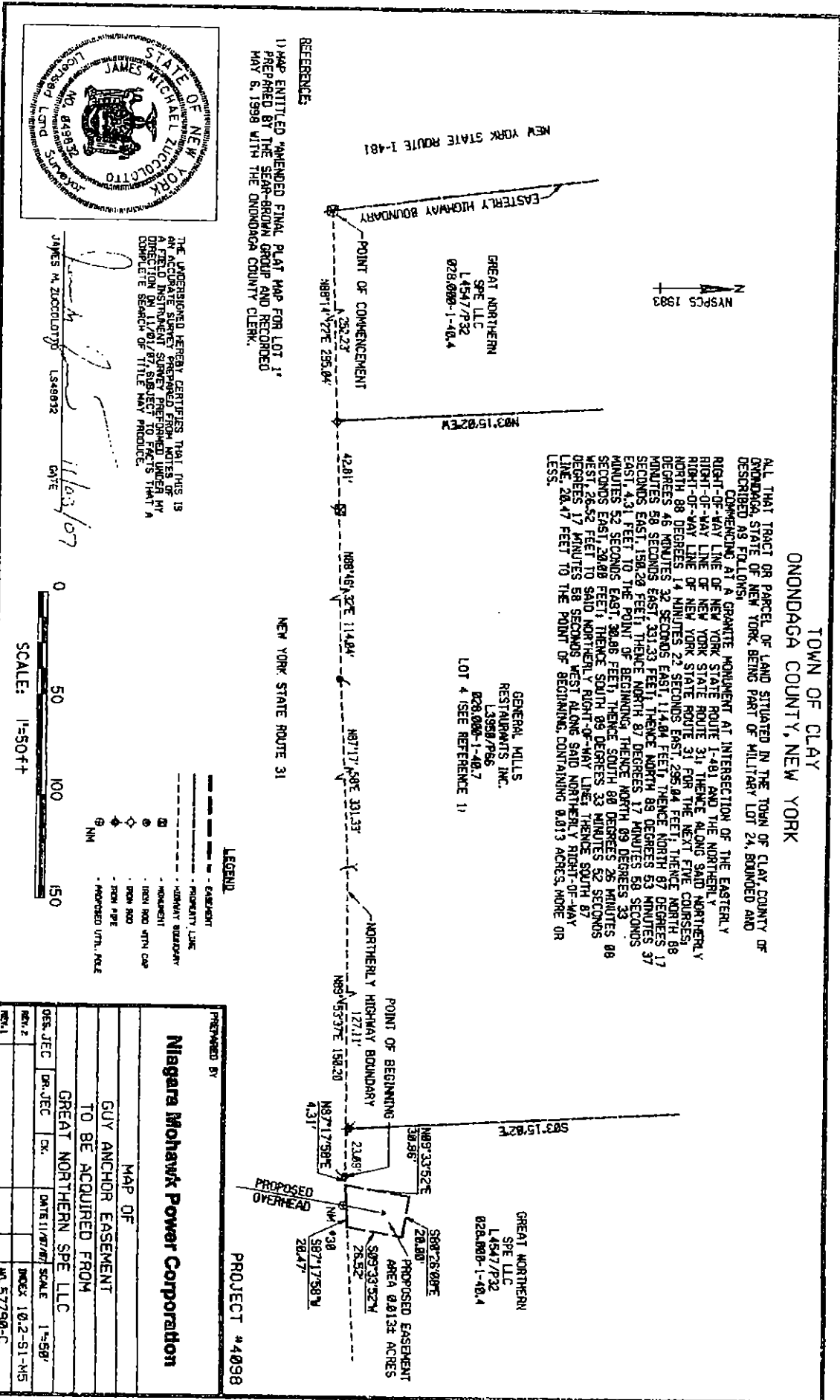
POLE 27
 TOP
 MIDDLE
 BOTTOM

POLE 28
 TOP
 MIDDLE
 BOTTOM

POLE 29
 TOP
 MIDDLE
 BOTTOM

POLE 54
 TOP
 MIDDLE
 BOTTOM

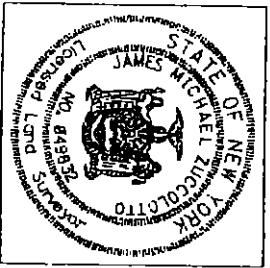
NATIONAL GRID USA		11-07-2890316_1_1	
WORK REQUEST: 11-07-2890316	DESIGNED BY: J.P.P.	<input type="checkbox"/> WORK DONE AS SHOWN	F.D./T.C. 6040 City
STATION ORDER:	DATE: 06/01/2007	<input type="checkbox"/> NOTE CHANGES ON SHEET	FEEDBACK NO. see sheet
DESIGNER: edachk		FORUM/DWG:	SHEET: 1 OF 14
JOB TITLE: ROUTE 31 TIE		<input checked="" type="checkbox"/> FEEDBACK MAP UPDATES REQUIRED	



ALL THAT TRACT OR PARCEL OF LAND SITUATED IN THE TOWN OF CLAY COUNTY OF ONONDAGA STATE OF NEW YORK, BEING PART OF MILITARY LOT 24, BOUNDED AND DESCRIBED AS FOLLOWS:
 COMMENCING AT A GRANITE MONUMENT AT INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 1-481 AND THE NORTHERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 31; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF NEW YORK STATE ROUTE 31 FOR THE NEXT FIVE COURSES, NORTH 88 DEGREES 14 MINUTES 22 SECONDS EAST, 295.04 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 14 SECONDS EAST, 114.04 FEET; THENCE NORTH 87 DEGREES 17 MINUTES 58 SECONDS EAST, 158.20 FEET; THENCE NORTH 89 DEGREES 53 SECONDS EAST, 4.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 33 MINUTES 52 SECONDS EAST, 30.98 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 08 SECONDS EAST, 20.88 FEET; THENCE SOUTH 89 DEGREES 32 SECONDS WEST, 26.52 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE SOUTH 87 DEGREES 17 MINUTES 58 SECONDS WEST, 20.88 FEET; THENCE WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 20.17 FEET TO THE POINT OF BEGINNING, CONTAINING 0.013 ACRES, MORE OR LESS.

GENERAL MILLS RESTAURANTS INC.
 L3958/P36
 028.000-1-40.7
 LOT 4 (SEE REFERENCE 1)

REFERENCES:
 1) MAP ENTITLED "AMENDED FINAL PLAT MAP FOR LOT 1" PREPARED BY THE SEAR-BROWN GROUP AND RECORDED MAY 8, 1998 WITH THE ONONDAGA COUNTY CLERK.



THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS AN ACCURATE AND CORRECT SURVEY PREPARED FROM NOTES IN THE FIELD TAKEN BY HIMSELF OR UNDER HIS CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT AND THE RULES AND REGULATIONS OF THE STATE OF NEW YORK. A COMPLETE SEARCH OF TITLE HAS BEEN MADE AND NO OTHER CLAIMS TO THE LAND SURVEYED HAVE BEEN DISCOVERED.

James M. Ziccolotto LS#6932
 DATE 11/03/07



- LEGEND
- EASEMENT
 - PRIORITY LINE
 - MONUMENT
 - MONUMENT
 - IRON ROD WITH CAP
 - IRON ROD
 - IRON PIPE
 - APPROVED UTIL. POLE

PREPARED BY		Niagara Mohawk Power Corporation	
MAP OF		GUY ANCHOR EASEMENT	
TO BE ACQUIRED FROM		GREAT NORTHERN SPE LLC	
DES. JEC	PR. JEC	CK.	DATE 11/07/07
REV. 2			SCALE 1"=50'
REV. 1			INDEX 10.2-SI-N5
			NO. 57790-C

PROJECT #4098

SHEET 1 OF 1

PIN 3819.99.201
PROCEEDING 9371

3645 PAGE 40

PAGE 1 of 2
ORIGINAL

10359

ROW 91-R1a (11/84)
(Section A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:

S.H. 1039
BALDWINVILLE-CICERO
ONONDAGA COUNTY
TOWN OF CLAY

Parcels 98, 99, 102 situate in Military Lot No. 24
and Parcels 101 & 103 in Military Lot No. 36

DESCRIPTIONS AND MAPS

MAP NOS.	PARCEL NOS.
81	98,99,100,101,102,103, 104,105

*Box 301
map 65*

24.36. CCAY

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps
GREAT NORTHERN MALL, a New York General Partnership - 1265 Scottsville Rd, Rochester, N
14624

TO:

- THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES - 787 Seventh Avenue, New York, NY 10019
- THE EQUITABLE VARIABLE LIFE INSURANCE COMPANY - 787 Seventh Ave., New York, NY 10019
- TANDEM INSURANCE GROUP, INC. - 1700 Broadway, New York, NY 10019
- ROYAL TANDEM LIFE INSURANCE - 1700 Broadway, New York, NY 10019
- COUNTY OF ONONDAGA - County Office Bldg., 600 So. State Street, Syracuse, NY 13202
- ONONDAGA COUNTY WATER DISTRICT - County Office Bldg. 600 So. State St., Syracuse, NY 13202

TAKE NOTICE that on the 14th day of February, 19 90, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 6th day of September, 19 90, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

COMMISSIONER OF TRANSPORTATION
OF THE STATE OF NEW YORK

Dated: 9-6-90

BY: 

Director, Real Estate Division

R DDS 1:06 PM 09/06/90 3662 .00/

PIN 3819.99.201
PROCEEDING 9371

BOOK 3645 PAGE 41

Page 2 of 2
ORIGINAL

ROW 91-R1a (11/84)
(Section A)

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REAL ESTATE DIVISION

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:

S.H. 1039
BALDWINVILLE-CICERO
ONONDAGA COUNTY
TOWN OF CLAY

DESCRIPTIONS AND MAPS

MAP NOS.

PARCEL NOS.

81

98,99,100,101,102,103,
104,105

Parcels 98, 99, 102 situate in Military Lot No. 24
and Parcels 101 & 103 in Military Lot No. 36

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO:

TOWN OF CLAY - 4483 Scottsville Road, Rte. 31, Clay, NY 13041
NIAGARA MOHAWK POWER CORPORATION - 300 Erie Blvd. West, Syracuse, NY 13202
NEW YORK TELEPHONE COMPANY - 1095 Avenue of the Americas, New York, NY 10036

TAKE NOTICE that on the 14th day of February, 19 90, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 6th day of September, 19 90, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

Dated: 9-6-90

DEPARTMENT OF TRANSPORTATION
OF THE STATE OF NEW YORK
Richard J. Mann

BY:

Director, Real Estate Division

3645 FACE 42

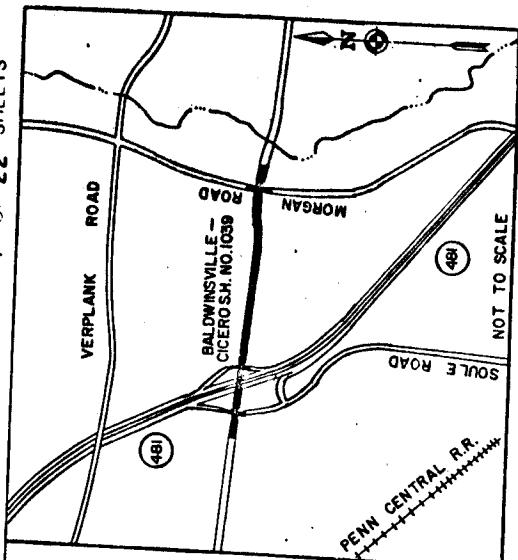
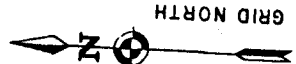
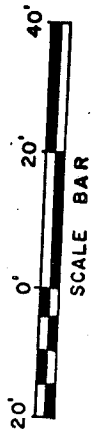
BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104, & 105
COUNTY OF ONONDAGA SHEET 1 OF 22 SHEETS

SURVEY NOTES ON FILE AT NEW YORK STATE DEPARTMENT OF TRANSPORTATION
REGIONAL OFFICE NO. 3 LOCATED AT SYRACUSE, NEW YORK

TRN-NONE
CC

L-3212 P-348
L-3330 P-194
L-3374 P-165



GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY ELSA &
TEOBALDO NOVICKIS
T.A.# 28.01.40.1)

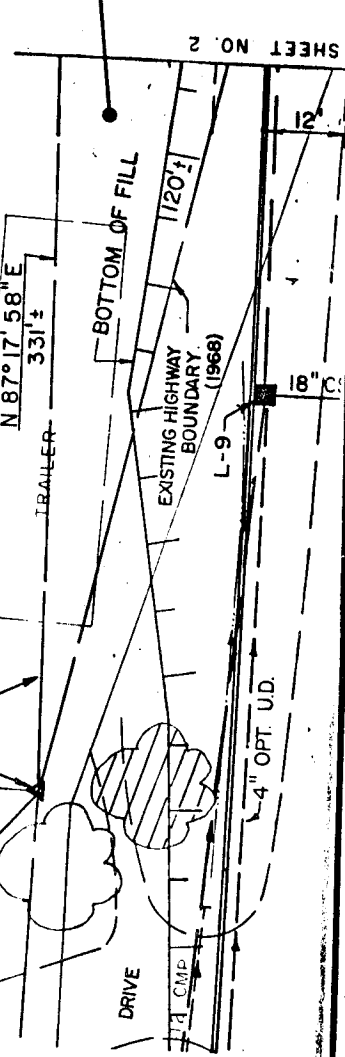
GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY
CHARLES & SUSAN ROMANICK
T.A.# 28.01.39)

P.O.B. PARCEL 98
H.C.L. STA. 25+39±
65±1/2'

DRIVE
ITEM 626.01 (TYP.)
FORMER

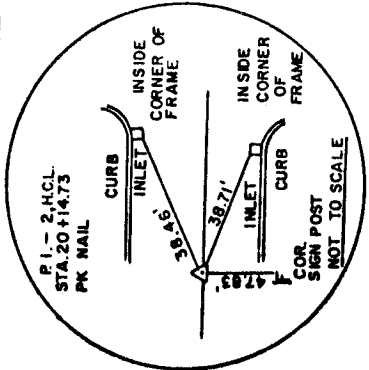
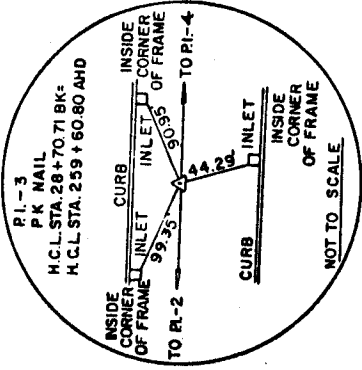
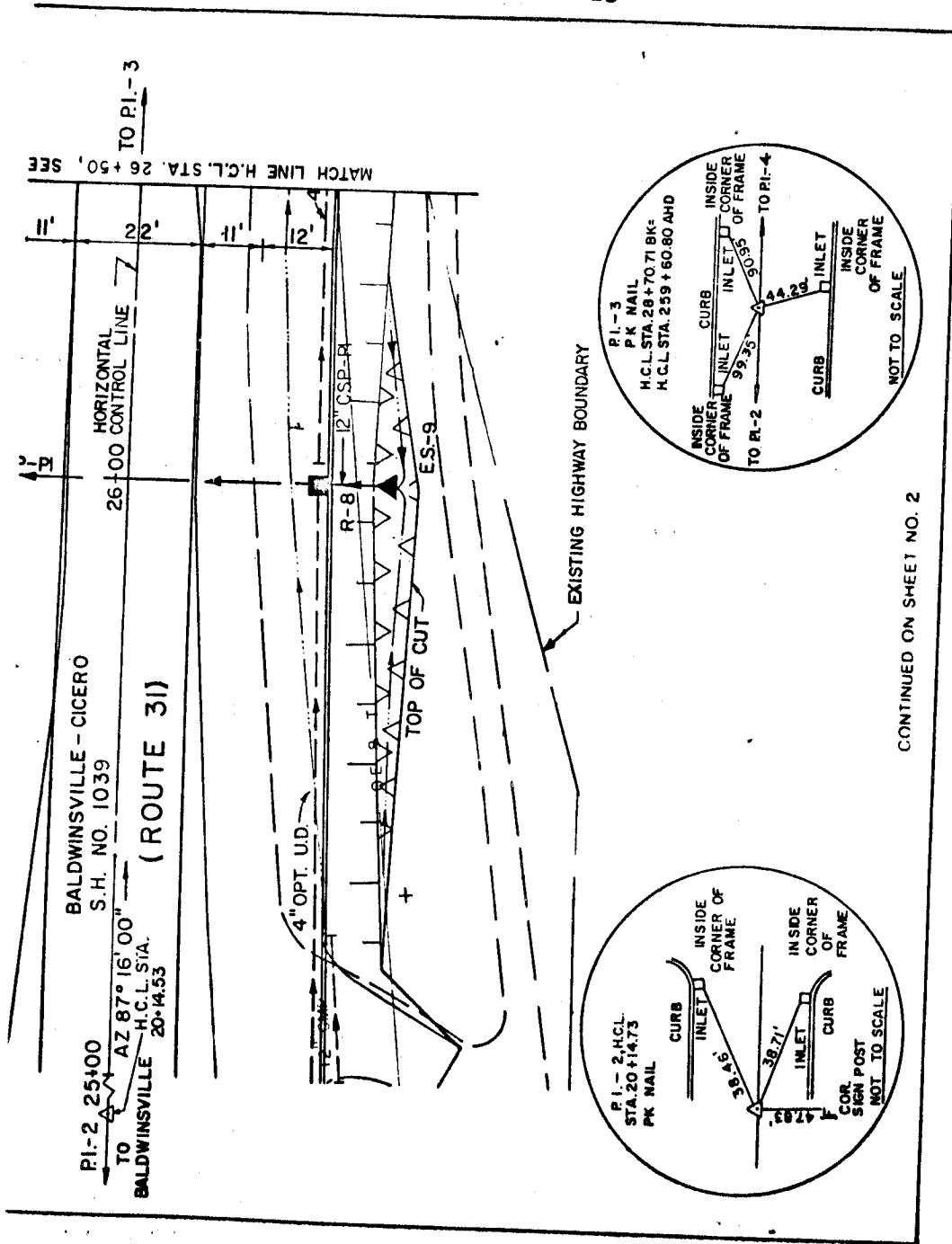
PROPOSED HIGHWAY BOUNDARY
N 87° 17' 58" E
331±

98
FEE



SHEET NO. 2

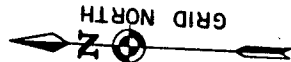
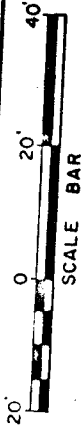
NOT TO SCALE



CONTINUED ON SHEET NO. 2

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104, 8, 105
COUNTY, ONONDAGA SHEET 2 OF 22 SHEETS



3645 PAGE 44

GREAT NORTHERN MALL
(REPUTED OWNER)

AREA = 7,314 ± SF.
= 0.168 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY
CHARLES & SUSAN ROMANICK
T.A. # 28.01.39)

98
FEE

N 61,000

M 94,750

N 87° 17' 58" E
331 ±

24" MAPLE

DRIVEWAY

24" MAPLE

EXISTING HIGHWAY BOUNDARY (1912)

L-10

18" CS

PROPOSED HIGHWAY BOUNDARY

24" MAPLE

120' ±

18" CSP-PI
(1968)

EXISTING HIGHWAY BOUNDARY

18" CSP-PI

215' ±

MATCH LINE

H.C.L. STA. 26

H.C.L. STA 26+56.38' ± LT.

38' ± LT.

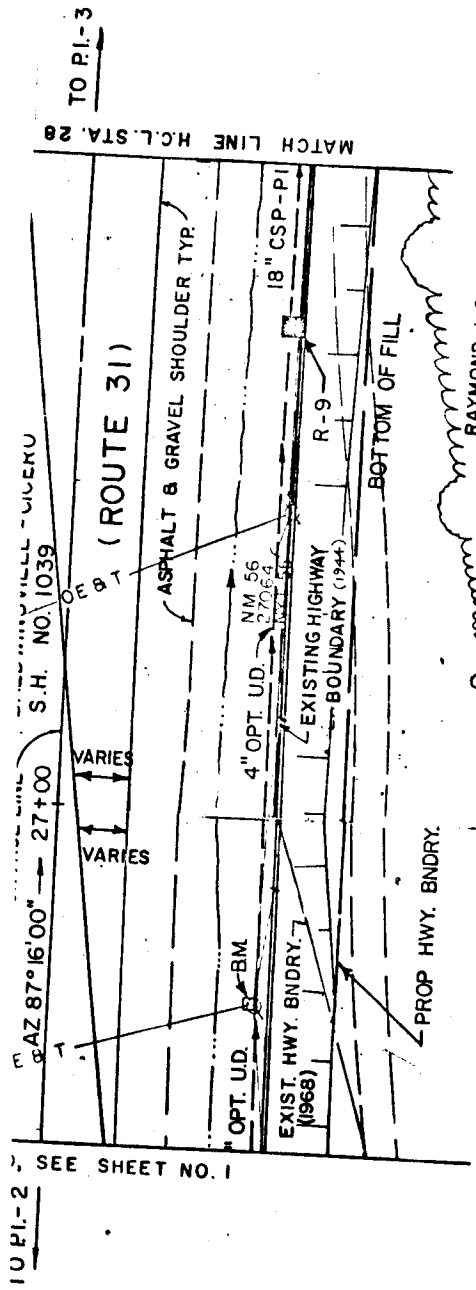
18" CSP-PI

EXISTING HIGHWAY BOUNDARY

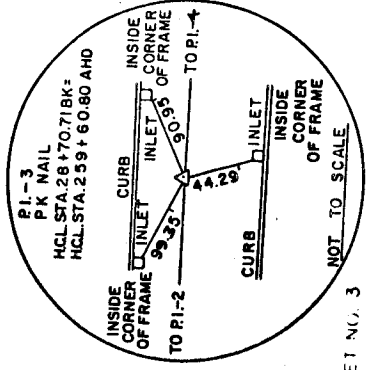
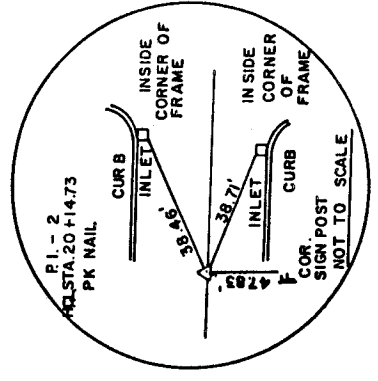
18" CSP-PI

18" CS

SEE SHEET NO. 3



RAYMOND J. SCHNEIDER
(REPUTED OWNER)
T.A. # 55.01.06.1



CONTINUED ON SHEET NO. 3

3645 PAGE 46

MAP NO. 81
PARCEL N.E.S. 98.99, 100, 101, 102, 103, 104 & 105
COUNTY: ONONDAGA SHEET 3 OF 22 SHEETS

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

GREAT NORTHERN MALL
(REPUTED OWNER)

AREA = 7,314±SF.
= 0.168±ACRE.

GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY
CHARLES & SUSAN ROMANICK
T.A. # 28.01.39)

98
FEE

H.C.L. STA. 28+70±
64.80' LT.
N87°17'58"E
331±

PROPOSED HIGHWAY BOUNDARY

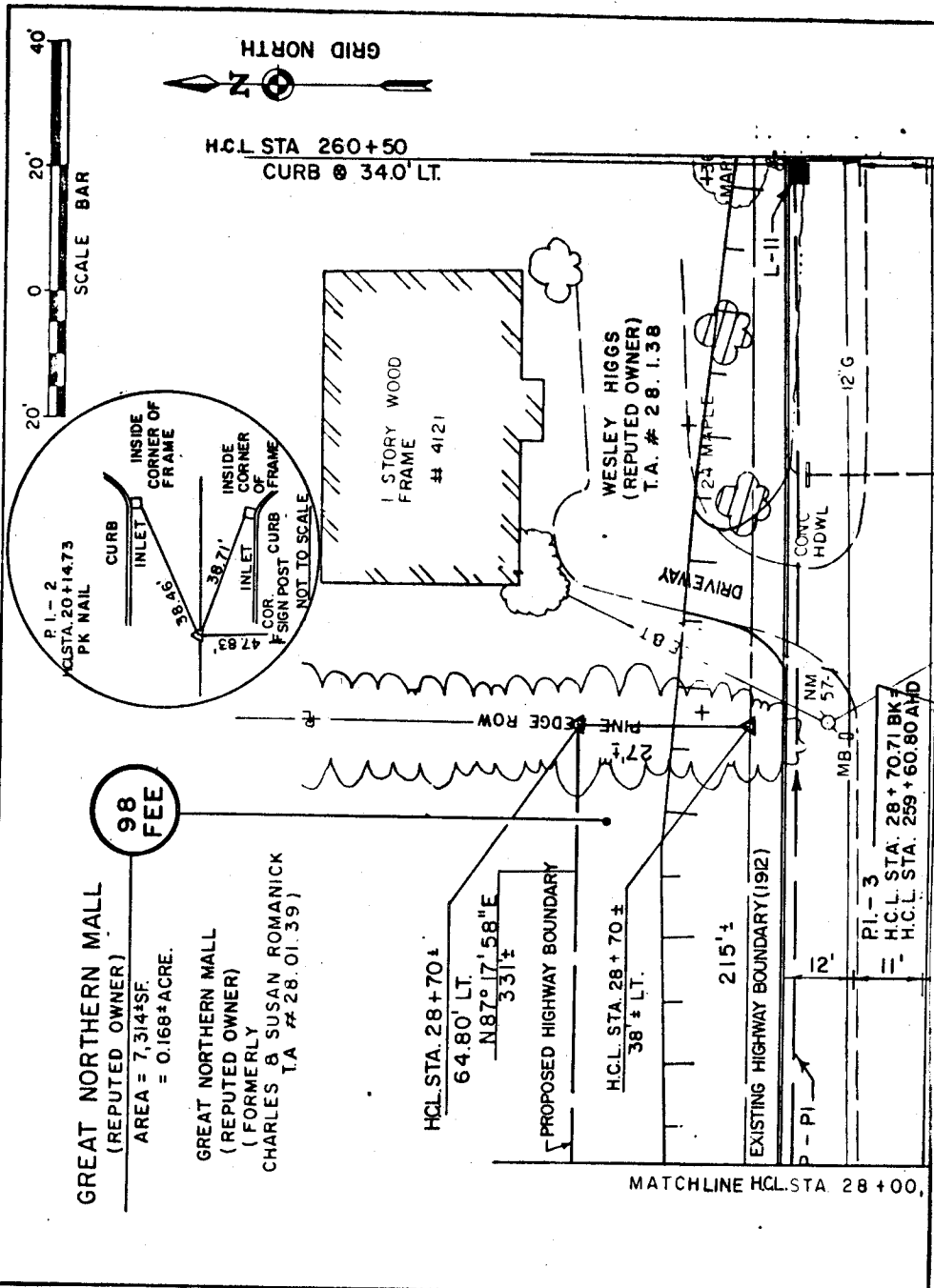
H.C.L. STA. 28+70±
38± LT.

215'±

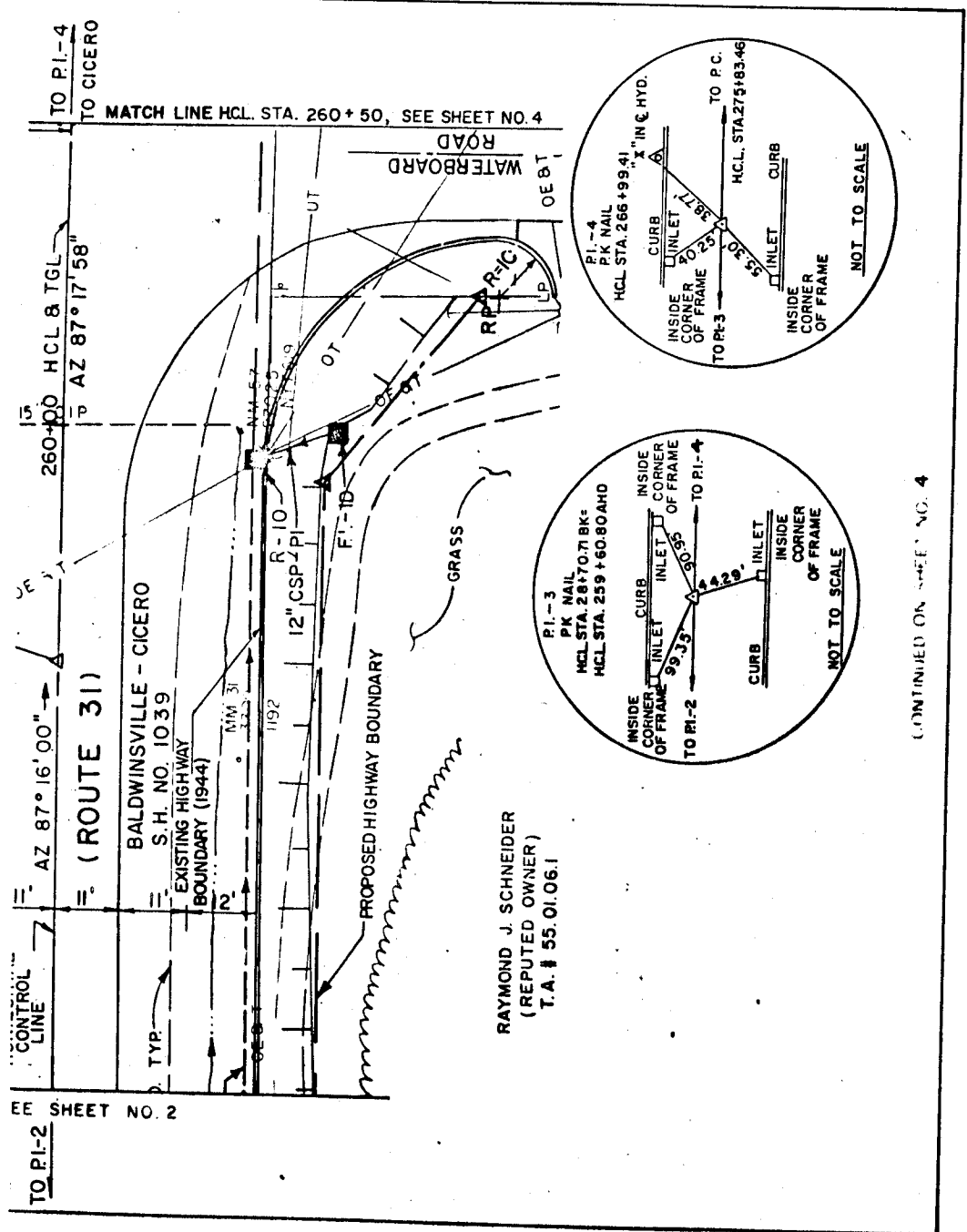
EXISTING HIGHWAY BOUNDARY (192)

MATCHLINE H.C.L. STA. 28+00.

PI - 3
H.C.L. STA. 28+70.71 BK
H.C.L. STA. 259+60.80 AND



3645 FACE 47



RAYMOND J. SCHNEIDER
(REPUTED OWNER)
T.A. # 55.01.06.1

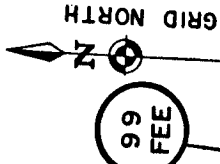
CONTINUED ON SHEET NO. 4

EE SHEET NO. 2

3645 FACE 48

9

MAP NO. 81
PARCEL NOS 98.99.100.101, 102, 103, 104, & 105
COUNTY: ONONDAGA SHEET 4 OF 22 SHEETS

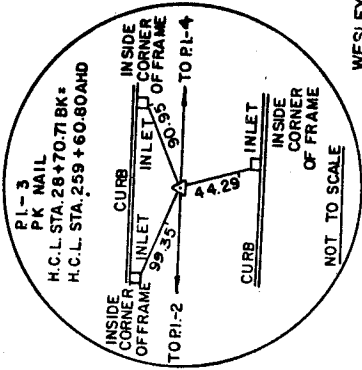


99 FEE

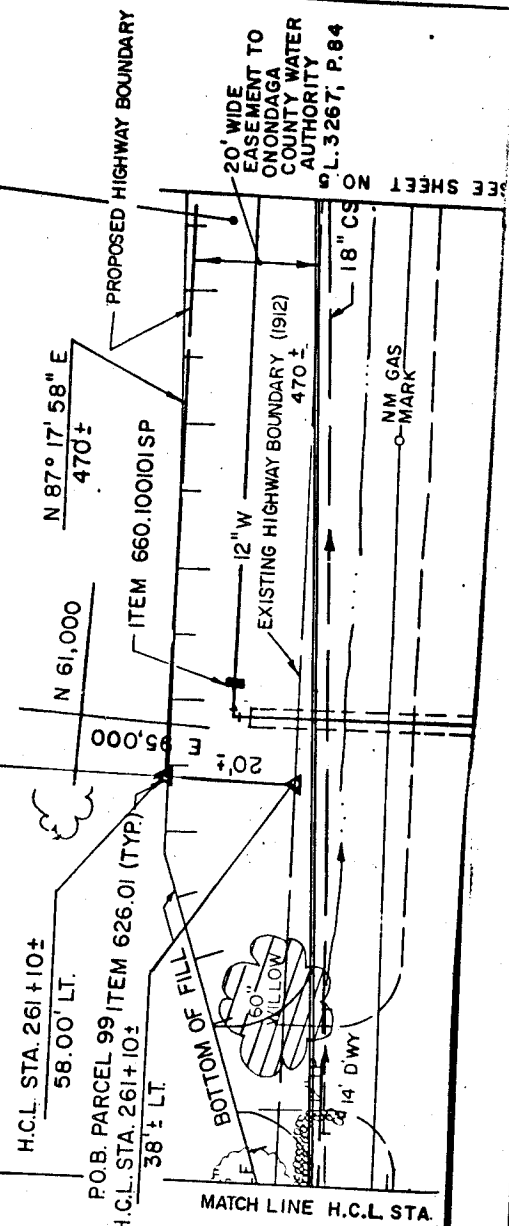
GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 9,407 ± S.F. =
0.216 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)
T.A. # 28.01.37.1

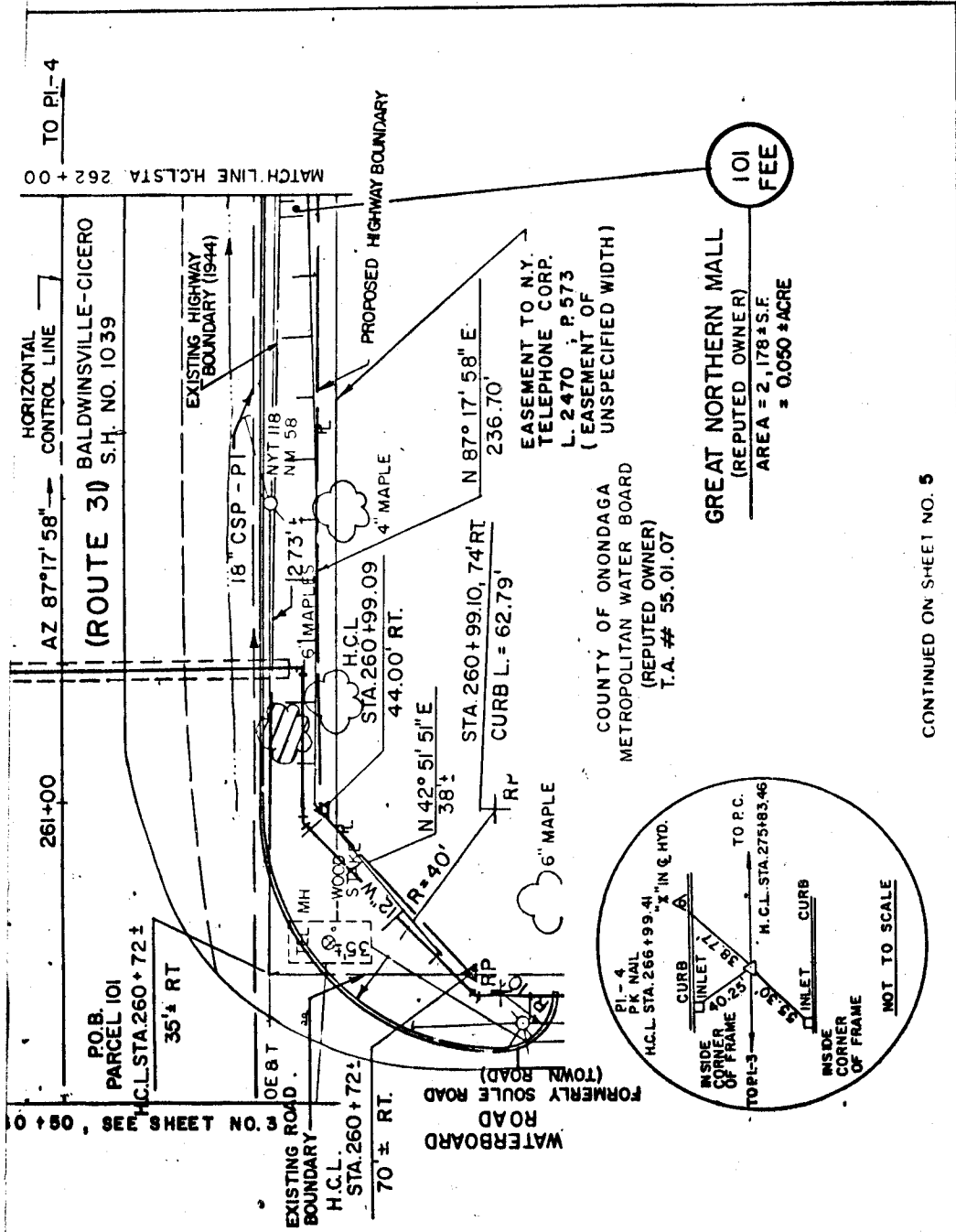
WESLEY HIGGS
(REPUTED OWNER)
T.A. # 28.1.38



BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039



SEE SHEET NO. 9



CONTINUED ON SHEET NO. 5

10

3645 PAGE 50

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

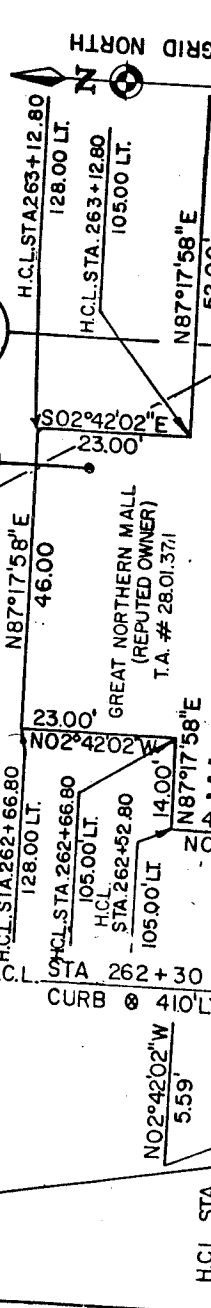
MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104, 105
COUNTY: ONONDAGA SHEET 5 OF 22 SHEETS



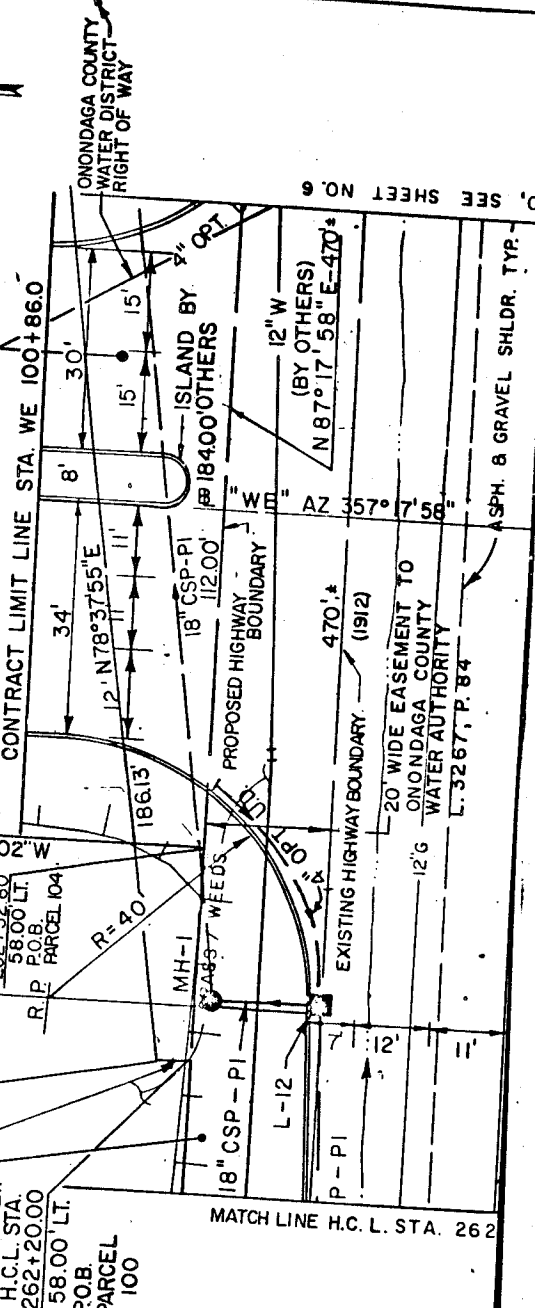
100
PE
AREA = 3609 SQ. FT.
0.083 ACRE

104
PE
AREA = 6,322 SQ. FT.
0.145 ACRE

99
FEE
AREA = 9,407 SQ. FT. = 0.216 ACRE



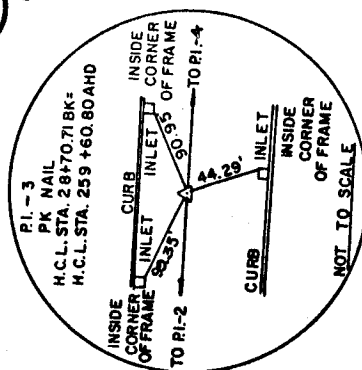
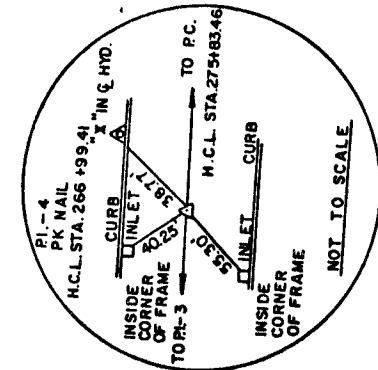
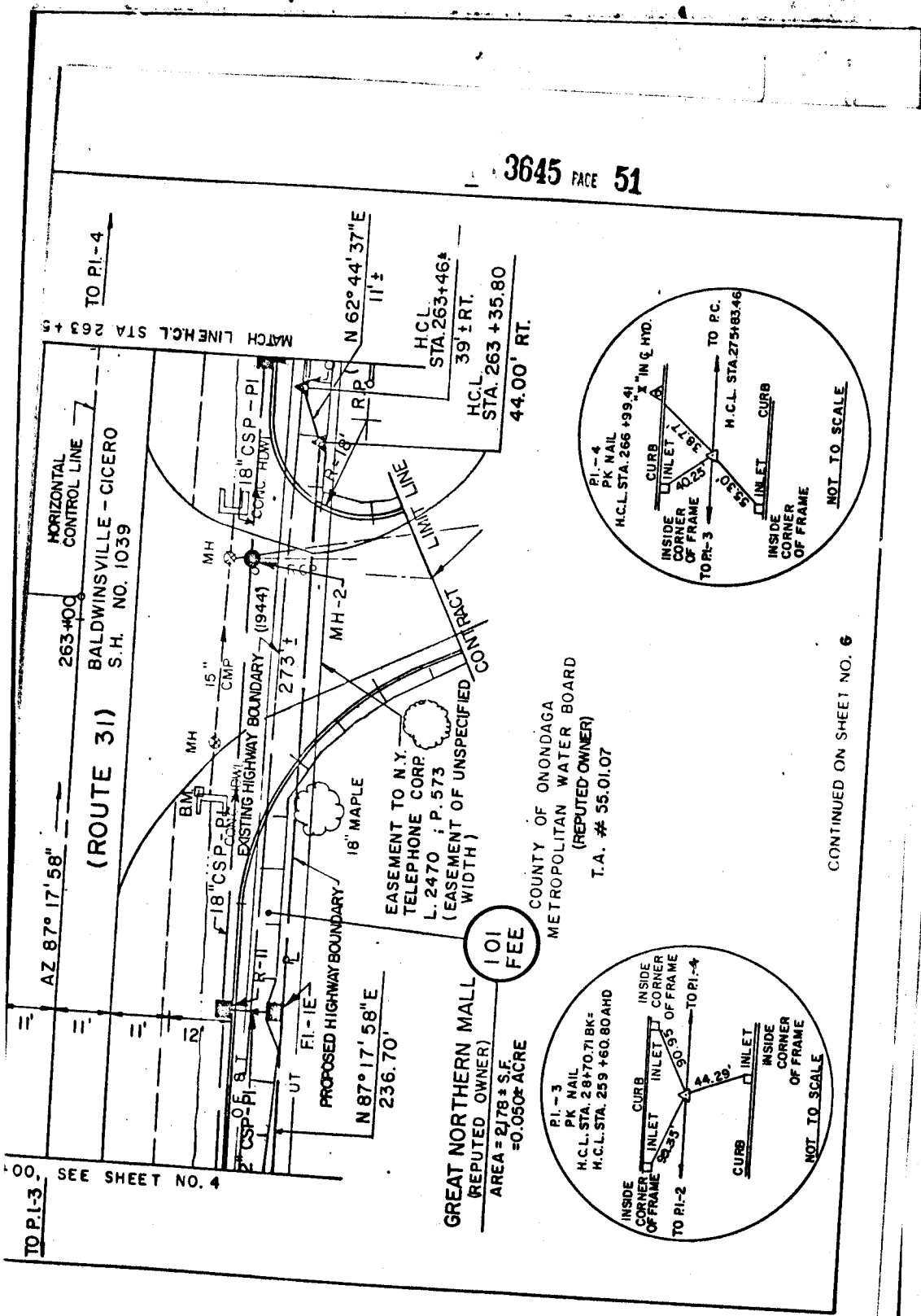
W. MALL ENTRANCE



SEE SHEET NO. 6

MATCH LINE H.C.L. STA. 262

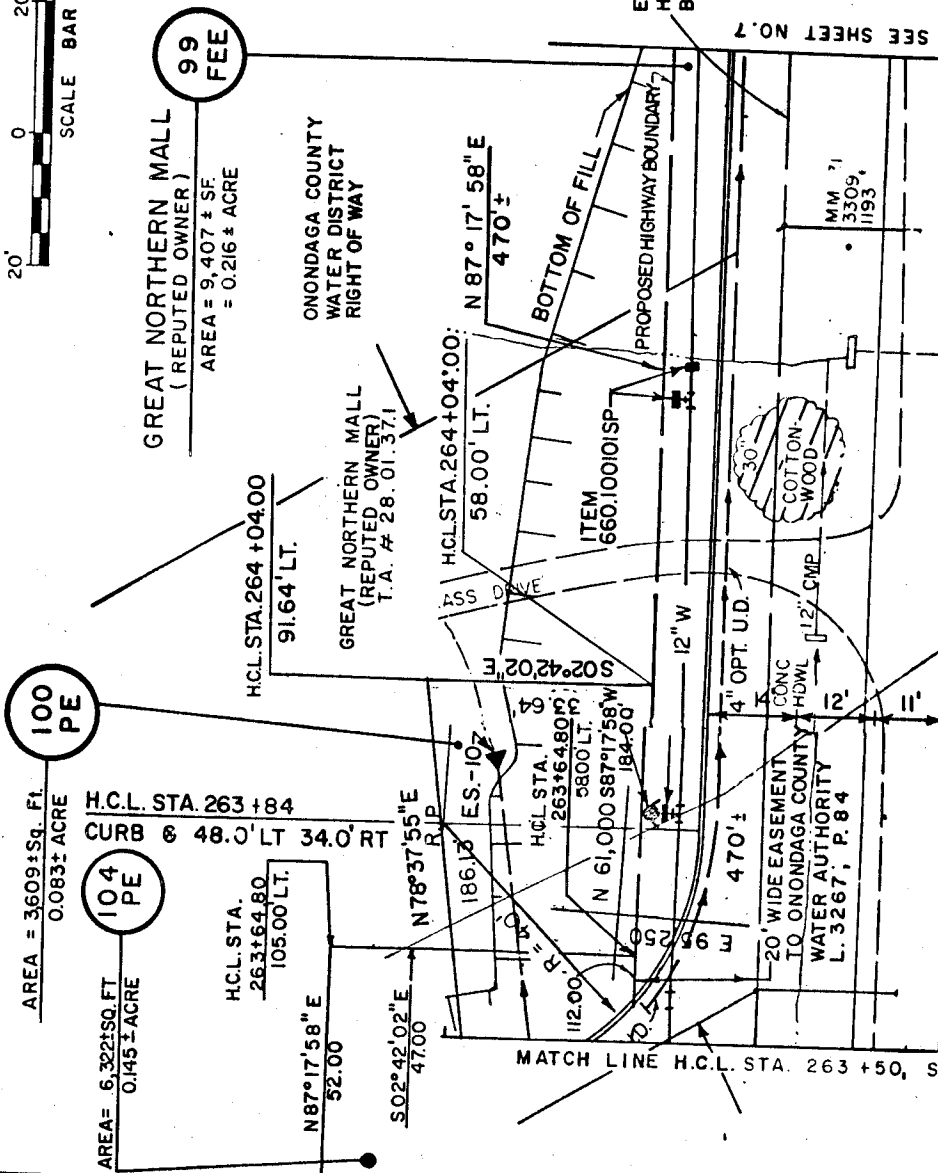
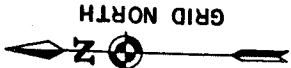
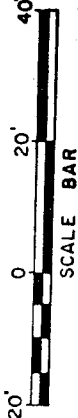
3645 PAGE 51



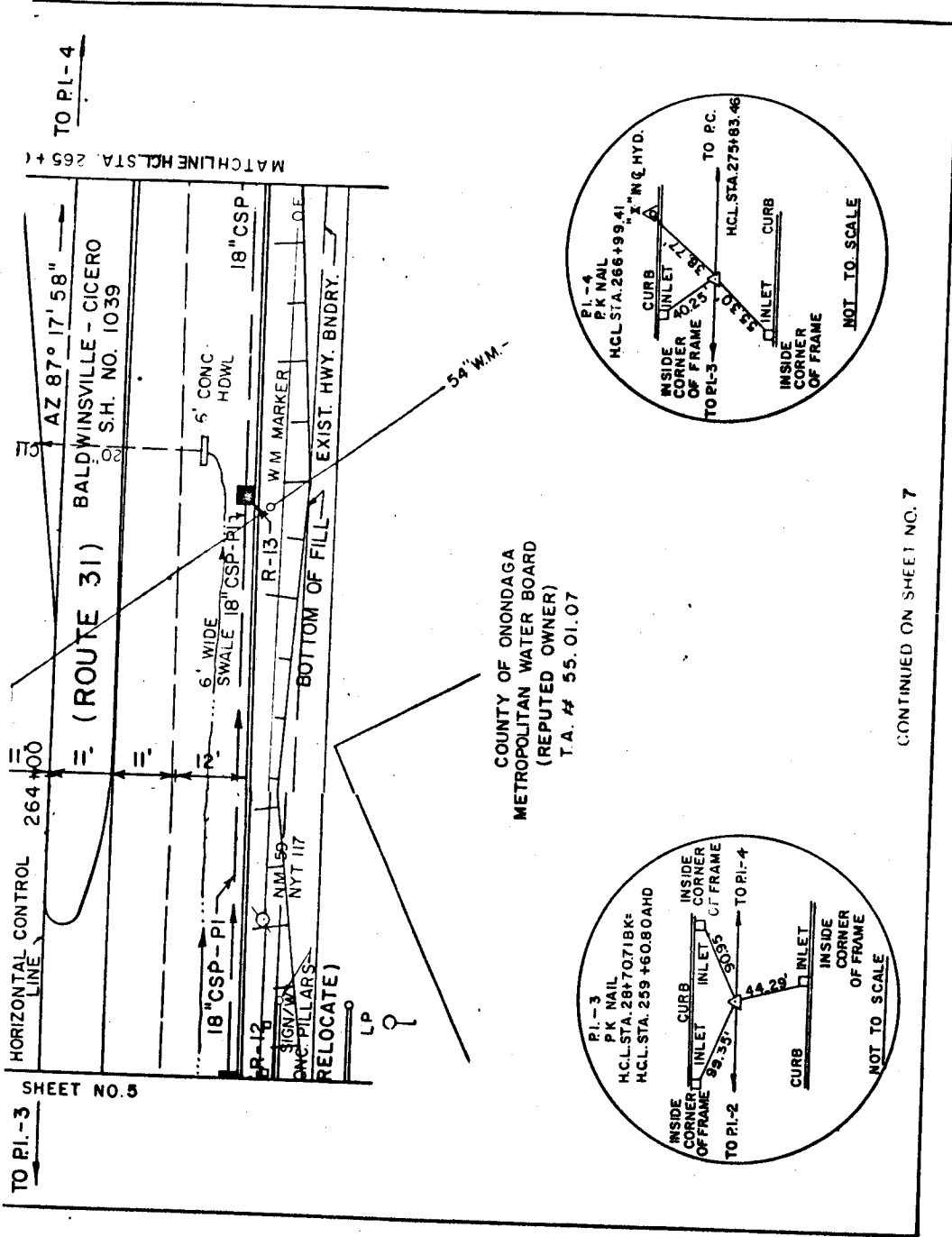
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BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104 & 105
COUNTY: ONONDAGA SHEET 6 OF 22 SHEETS



SEE SHEET NO. 7

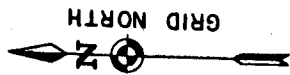


CONTINUED ON SHEET NO. 7

3645 PAGE 54

12

MAP NO. 81
PARCEL NO. 98.99.100.101, 102, 103, 104, & 105
COUNTY: ONONDAGA SHEET 7 OF 22 SHEETS

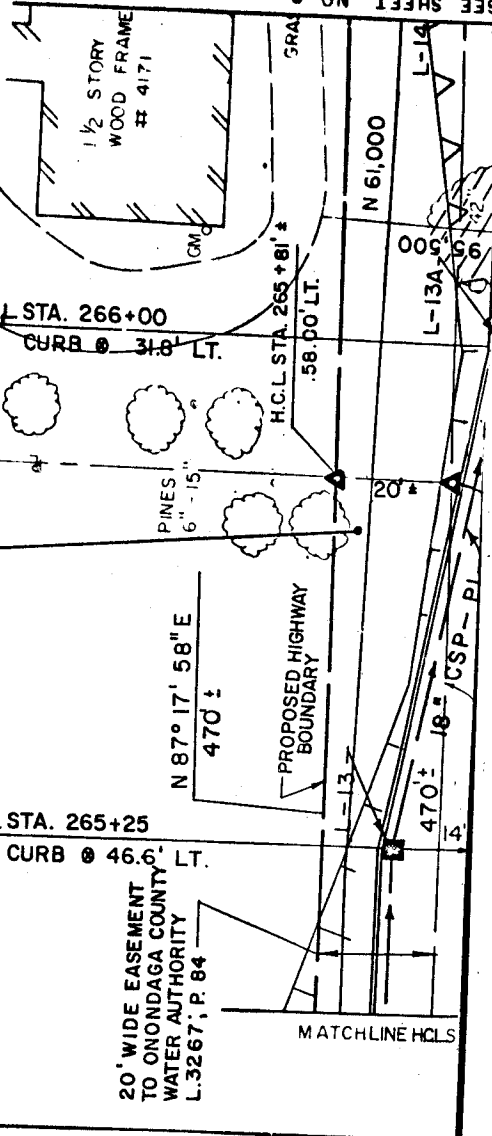


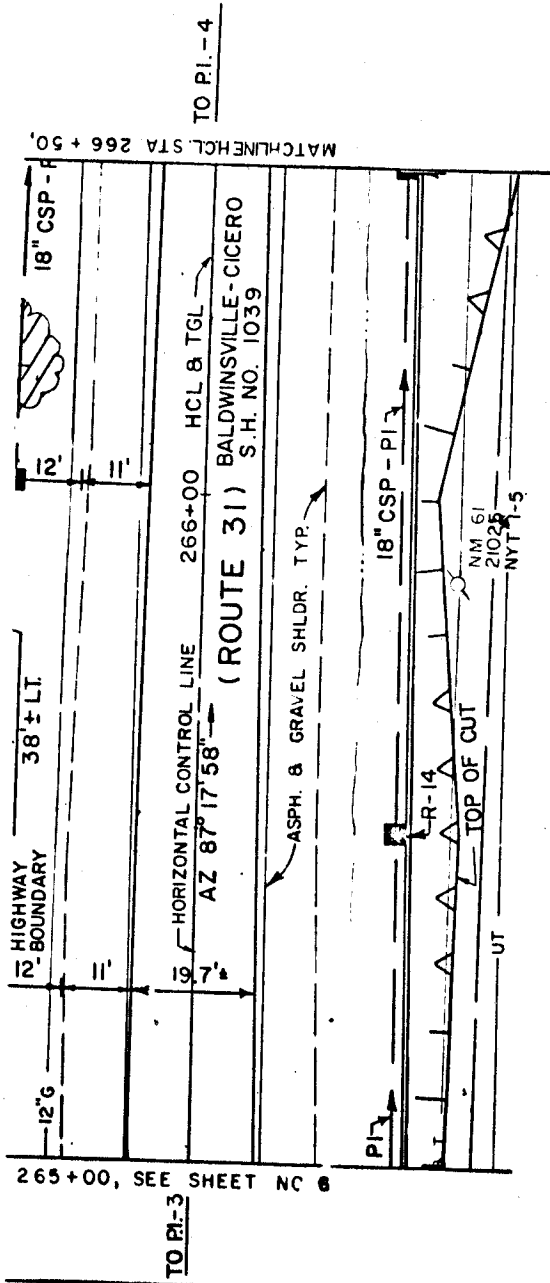
BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

99 FEE
GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 9,407 ± SF.
= 0.216 ± ACRE

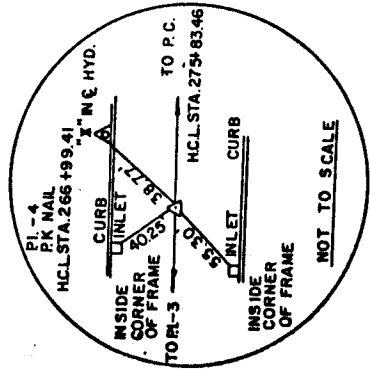
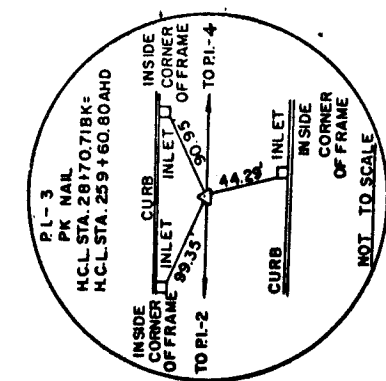
GREAT NORTHERN MALL
(REPUTED OWNER)
T.A. # 28.01.37.1

NORMAL ASSOCIATES
(REPUTED OWNER)
(FORMERLY
DIANA HIGGS et. al.
T.A. # 28.01.37.2)





COUNTY OF ONONDAGA
 METROPOLITAN WATERBOARD
 (REPUTED OWNER)
 T.A. # 55.01.07



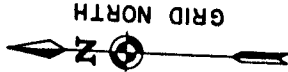
CONTINUED ON SHEET NO. 8

3645 PAGE 56

13

BALDWINVILLE CICERO
ROUTE 31
S.H. NO. 1039

MAP NO. 81
PARCEL NO. 98.99 100.101 102.103.104. & 105
COUNTY: ONONDAGA SHEET 8 OF 22 SHEETS



NORMAL ASSOCIATES
(REPUTED OWNER)
(FORMERLY
DIANA HIGGS et. al.
T.A. # 28.01.37.2)

GREAT NORTHERN MALL
(REPUTED OWNER)
T.A. # 28.01.37.1

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF.
= 0.524 ± ACRE

102 FEE

H.C.L. STA. 266 + 99.34
56.00' LT.

N 86° 44' 58" E
1179' ±

H.C.L. STA. 267 + 11 ±
58.13' LT.

24" BUTTER NUT

DRIVEWAY

12" W

MATCHLINE H.C.L. STA 266 + 50

20' WIDE EASEMENT
TO ONONDAGA
COUNTY WATER
AUTHORITY
L.32671, P. 84

PROPOSED
HIGHWAY
BOUNDARY

TOP OF CUT

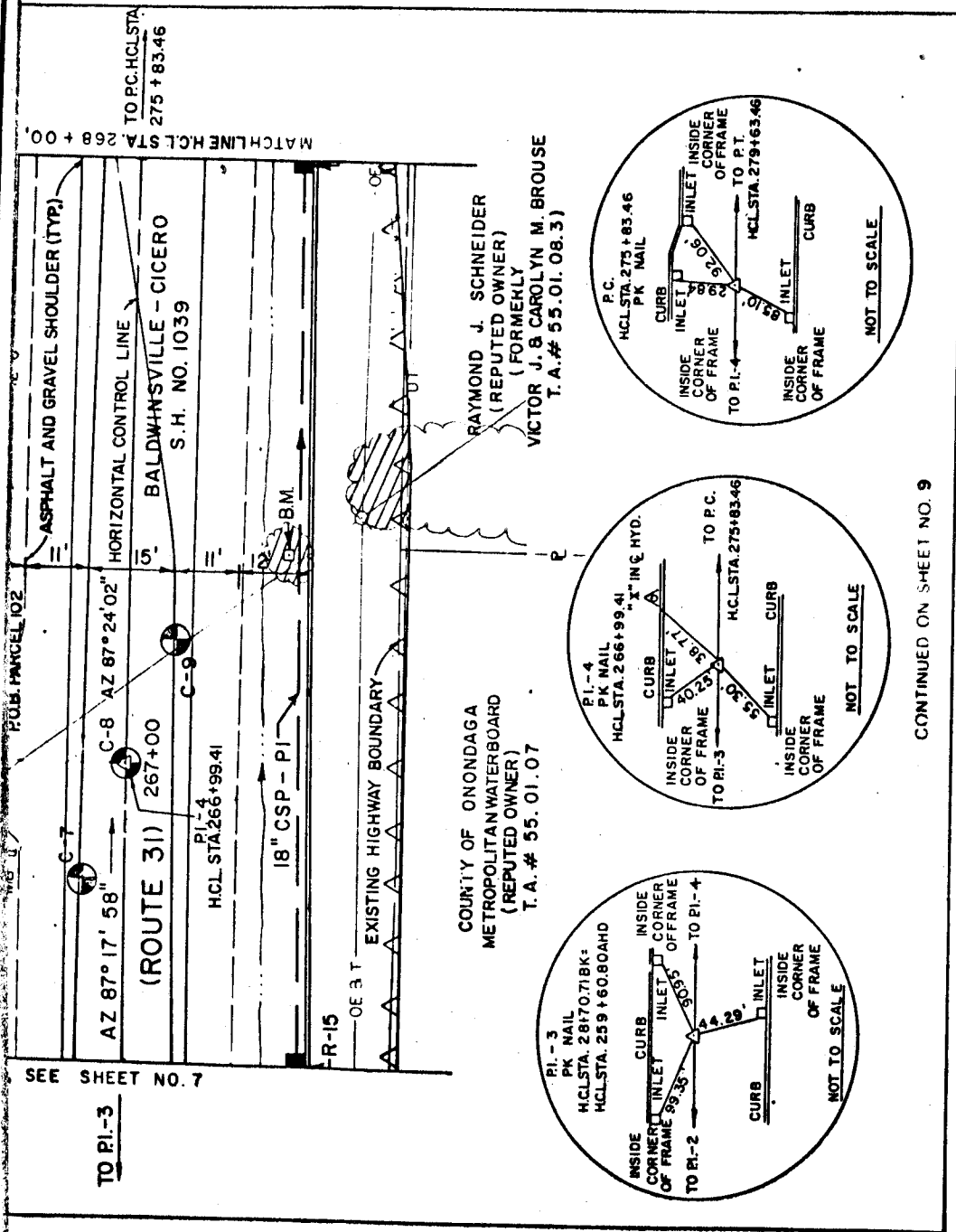
1104' ±

2" SPRUCE EXISTING HIGHWAY BOUNDARY
(1912)

H.C.L. STA 267 + 11 ±
38' ±

18" C

SEE SHEET NO. 9



TO P.C. HCL STA. 275 + 83.46
MATCHLINE HCL STA 268 + 00

ROB. PARCEL 102

TO PI-3

SEE SHEET NO. 7

RAYMOND J. SCHNEIDER
(REPUTED OWNER)
(FORMERLY)
VICTOR J. & CAROLYN M. BROUSE
T.A.# 55.01.08.3

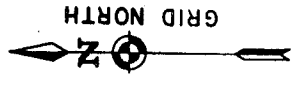
COUNTY OF ONONDAGA
METROPOLITAN WATERBOARD
(REPUTED OWNER)
T.A.# 55.01.07

CONTINUED ON SHEET NO. 9

3645 PAGE 58

14

MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104, & 105
COUNTY: ONONDAGA SHEET 9 OF 22 SHEETS



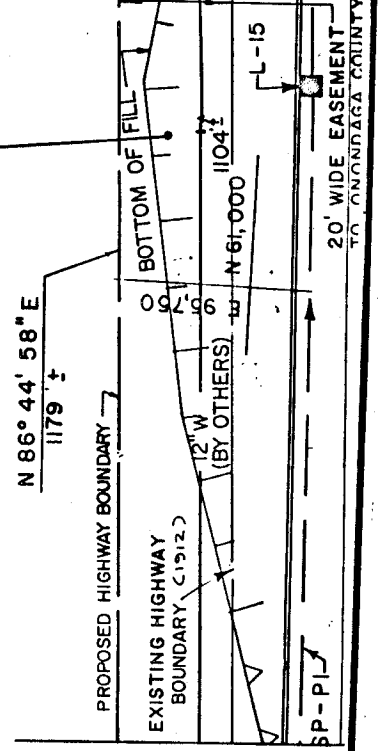
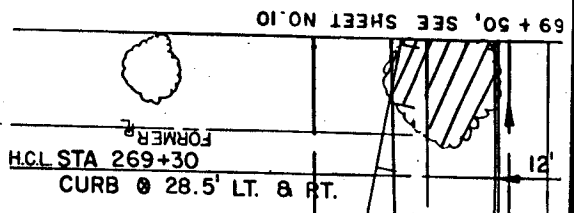
BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY
NORMA MURAWSKI
T.A. # 28.1.36)

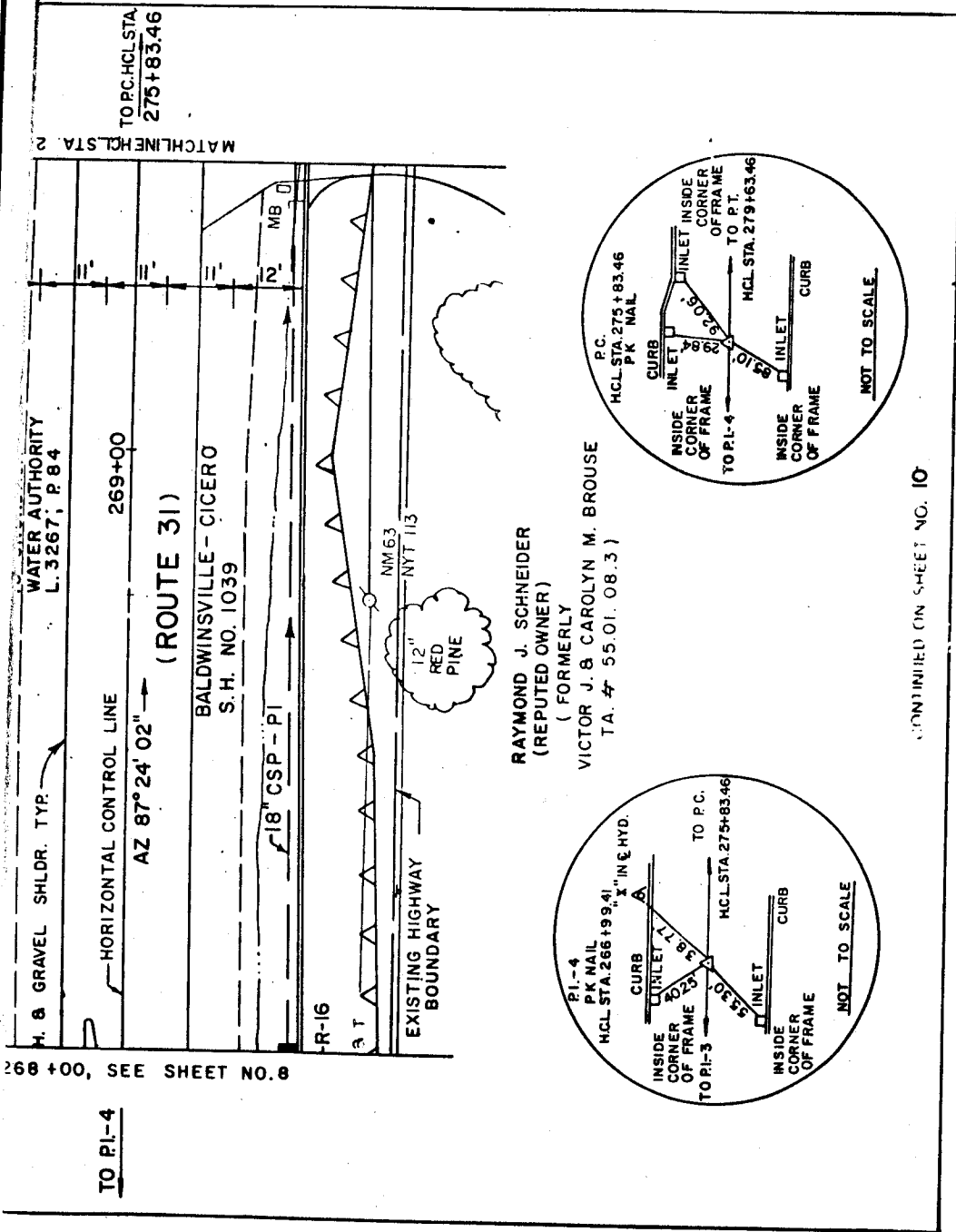
102
FEE

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF
≈ 0.524 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)
T.A. # 28.01.37.1



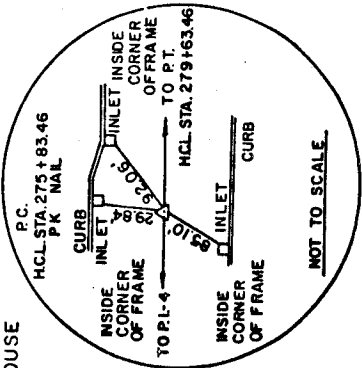
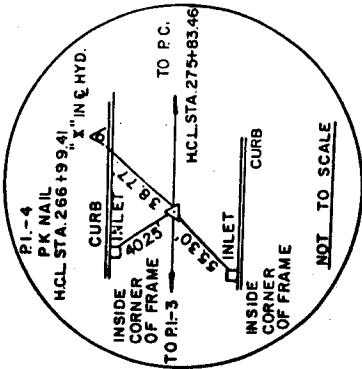
MATCHLINE HCL STA.



268 +00, SEE SHEET NO. 8

TO P.C. HCL STA. 275+83.46
MATCHLINE HCL STA. 2

RAYMOND J. SCHNEIDER
(REPUTED OWNER)
VICTOR J. & CAROLYN M. BROUSE
(FORMERLY)
TA. # 55.01.08.3)

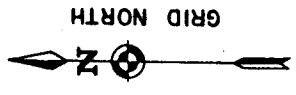
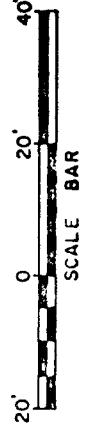


CONTINUED ON SHEET NO. 10

15

3645 PAGE 60

MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104, & 105
COUNTY: ONONDAGA SHEET 10 OF 22 SHEETS



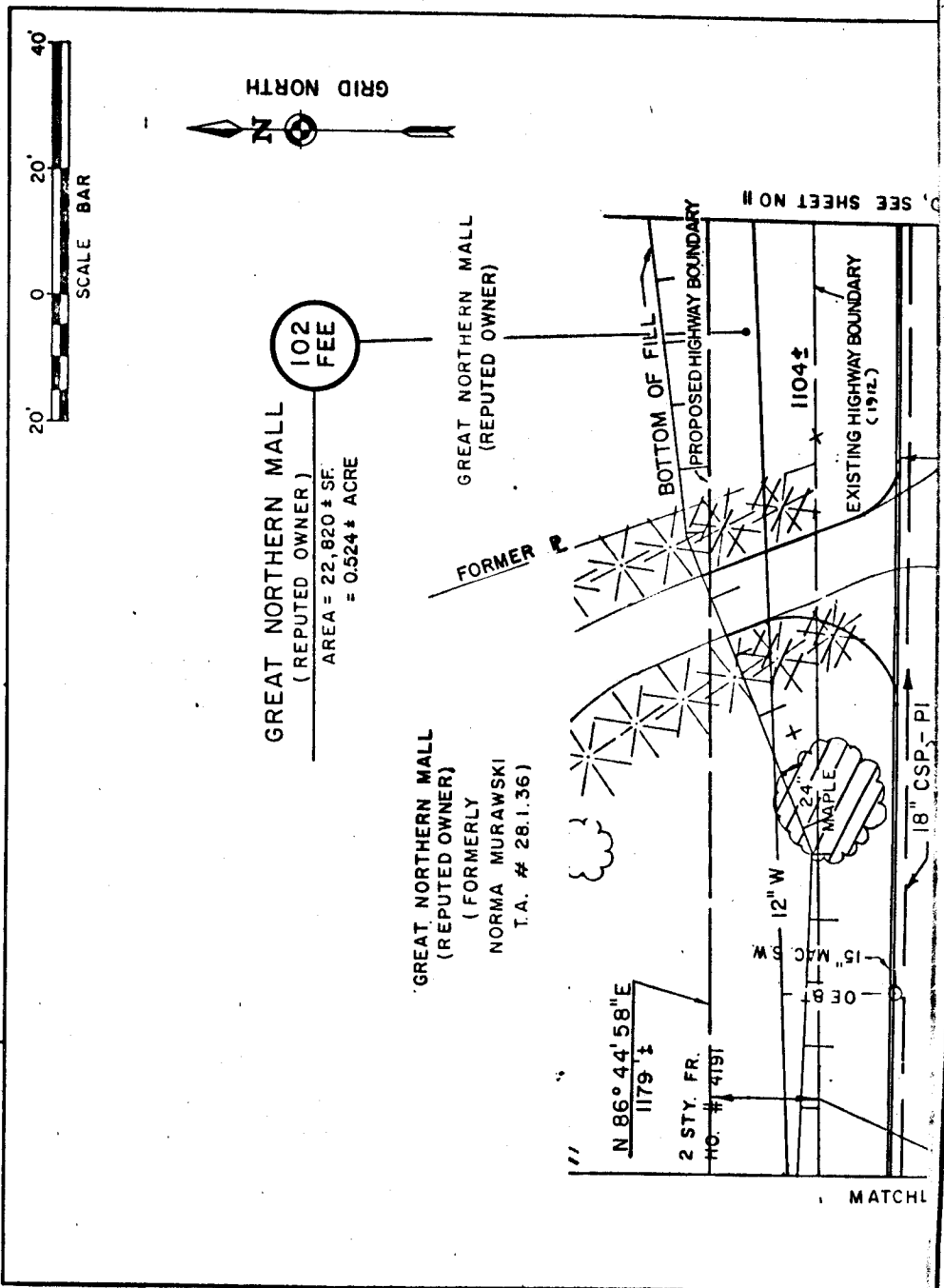
102
FEE

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF.
= 0.524 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)

GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY
NORMA MURAWSKI
T.A. # 28.1.36)

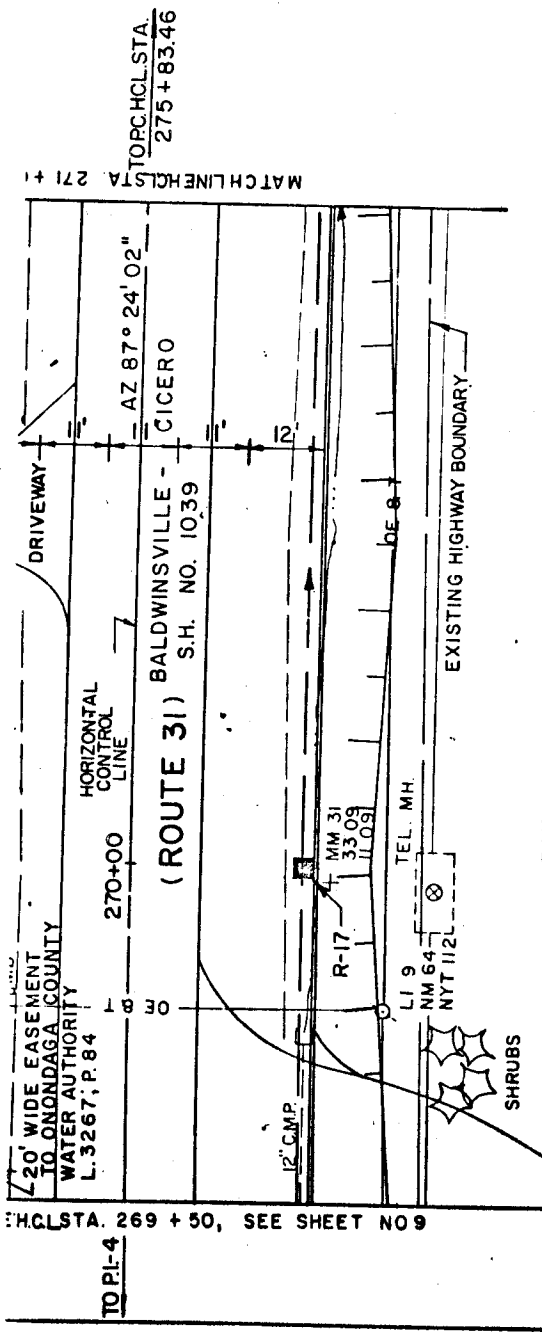
BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039



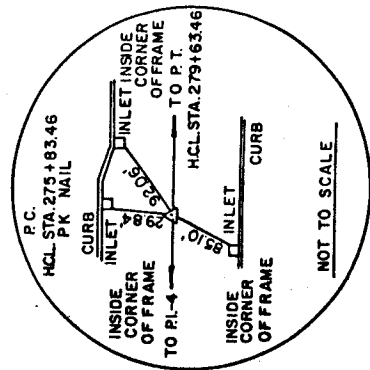
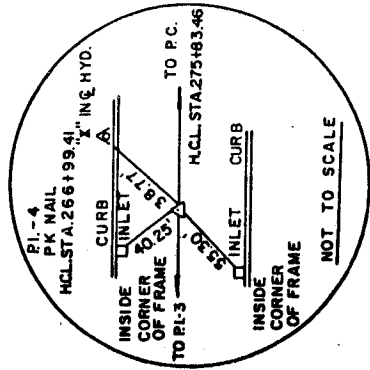
SEE SHEET NO. 11

MATCHL

3645 PAGE 61



RAYMOND J. SCHNEIDER
 (REPUTED OWNER)
 (FORMERLY
 VICTOR J. & CAROLYN M. BROUSE
 T.A. # 55.01.08.3)



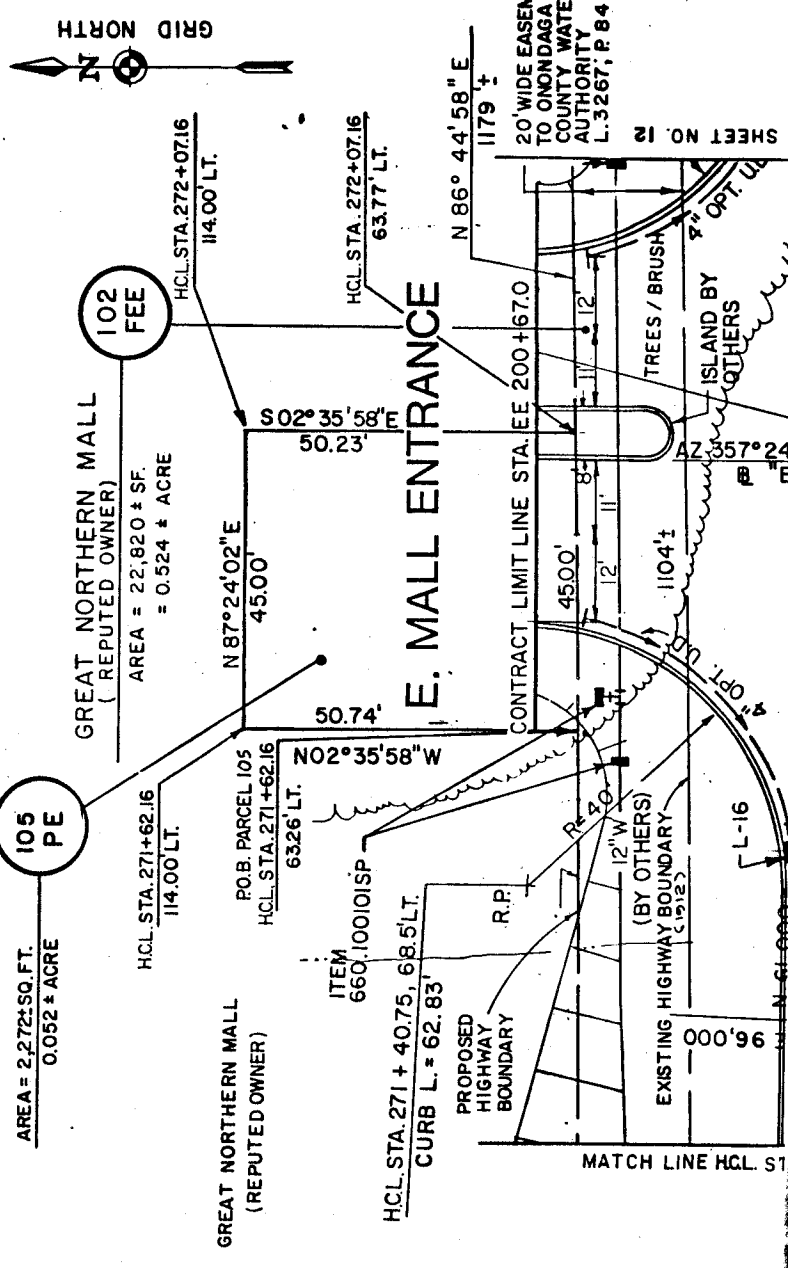
CONTINUED ON SHEET NO. 11

3645 PAGE 62

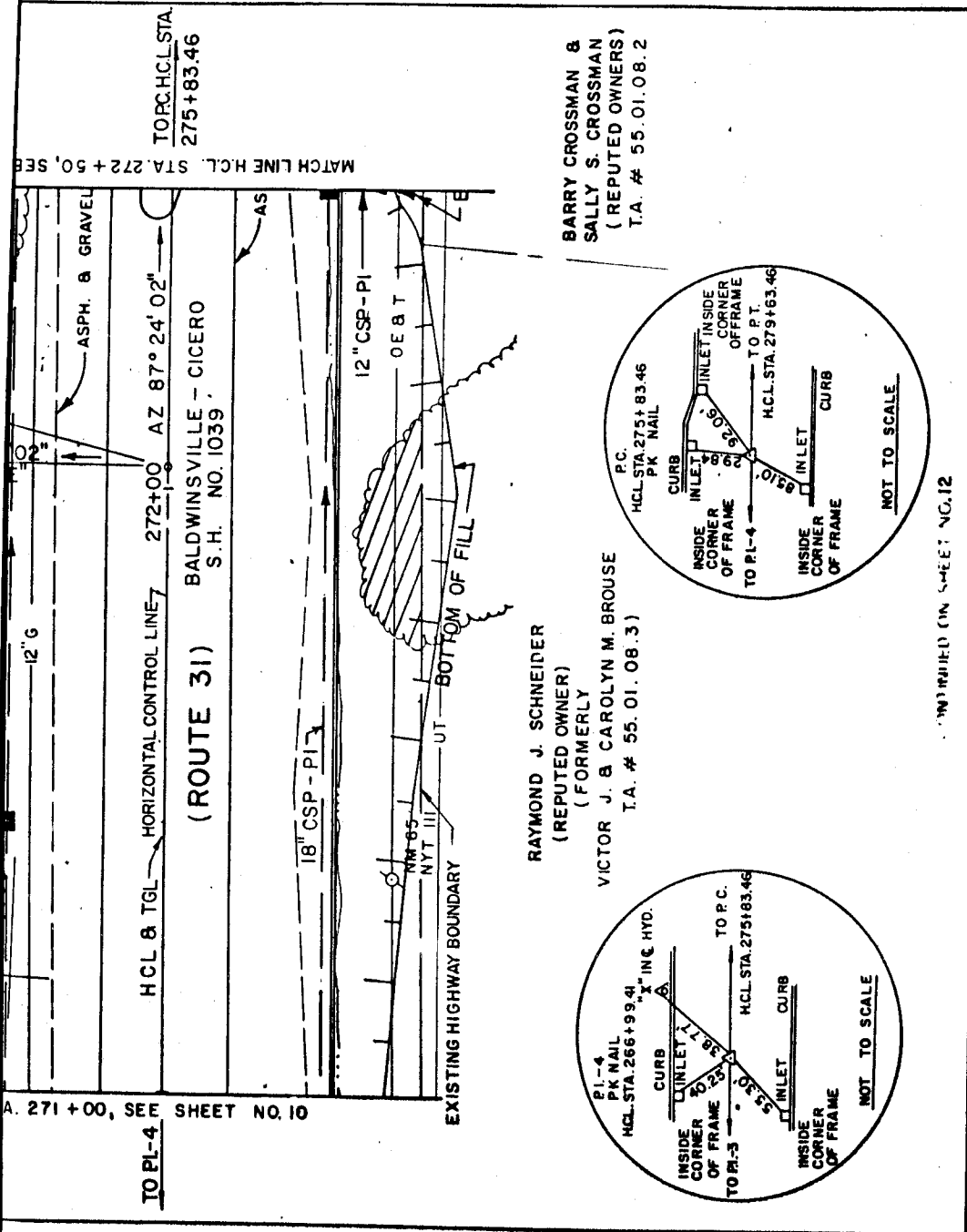
14

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

MAP NO. 81
PARCEL N.C.S. 98,99,100,101,102,103,104, & 105
COUNTY: ONONDAGA SHEET II OF 22 SHEETS

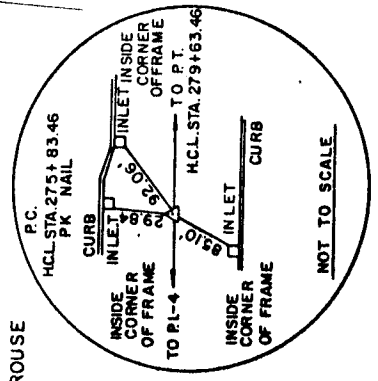
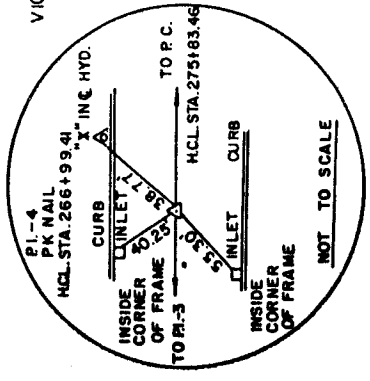


3645 FACE 63



BARRY CROSSMAN &
 SALLY S. CROSSMAN
 (REPUTED OWNERS)
 T.A. # 55.01.08.2

RAYMOND J. SCHNEIDER
 (REPUTED OWNER)
 (FORMERLY)
 VICTOR J. & CAROLYN M. BROUSE
 T.A. # 55.01.08.3

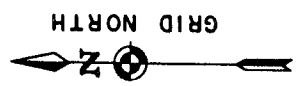


CONTINUED IN SHEET NO. 12

3645 PAGE 64

17

MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104, & 105
COUNTY: ONONDAGA SHEET 12 OF 22 SHEETS

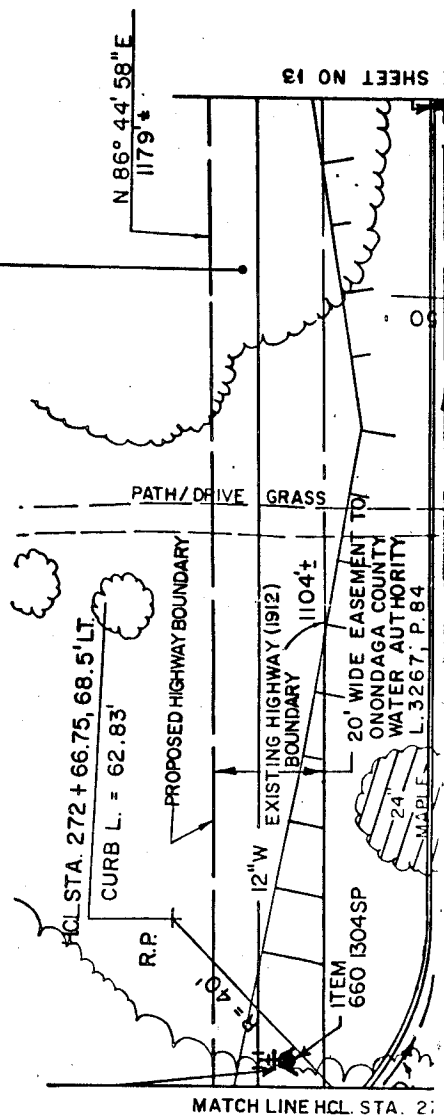


102
FEE

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF.
= 0.524 ± ACRE

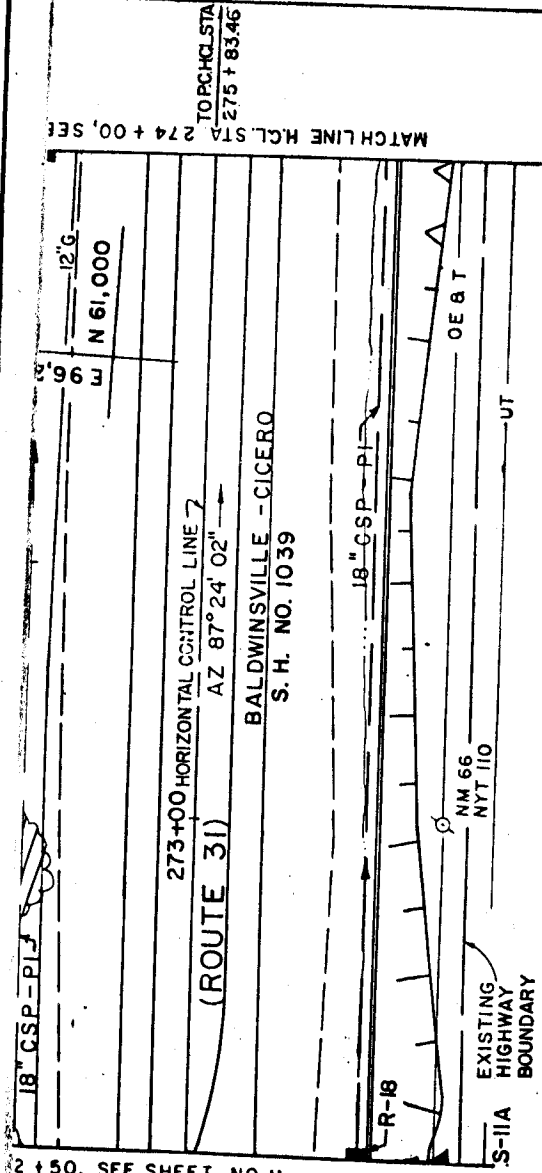
GREAT NORTHERN MALL
(REPUTED OWNER)

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039



SHEET NO 13

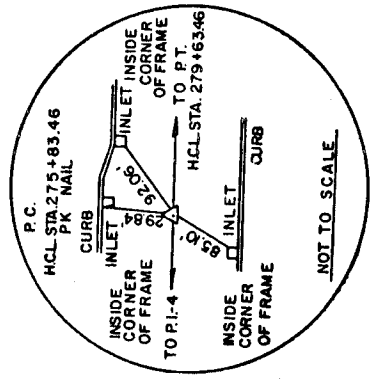
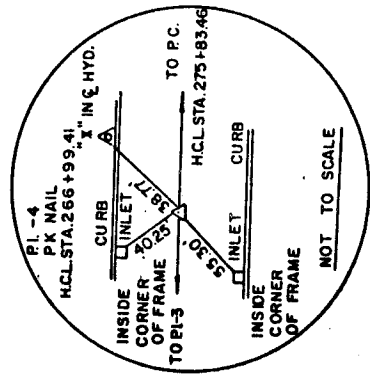
3645 PAGE 65



2 + 50, SEE SHEET NO. 11

TO PI - 4

BARRY CROSSMAN &
 SALLY S. CROSSMAN
 (REPUTED OWNERS)
 T.A. # 55. 01. 08. 2



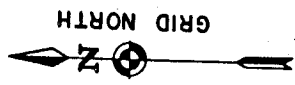
CONTINUED ON SHEET NO. 13

3645 PAGE 66

18

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

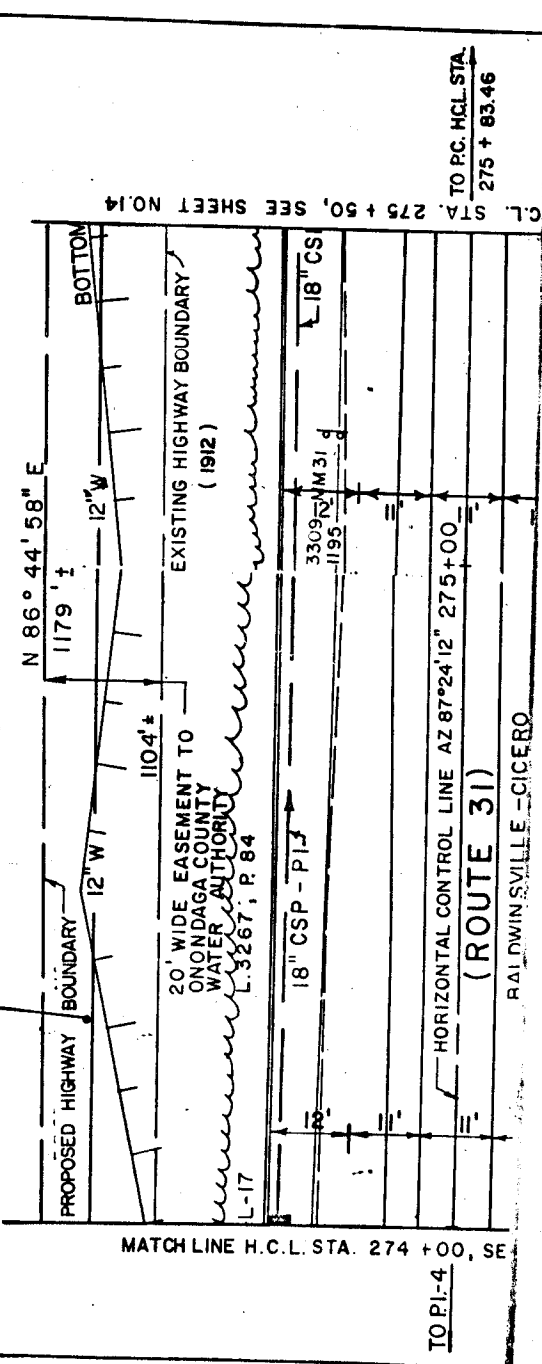
MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104, & 105
COUNTY: ONONDAGA SHEET 13 OF 22 SHEETS



102
FEE

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF.
≈ 0.524 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)



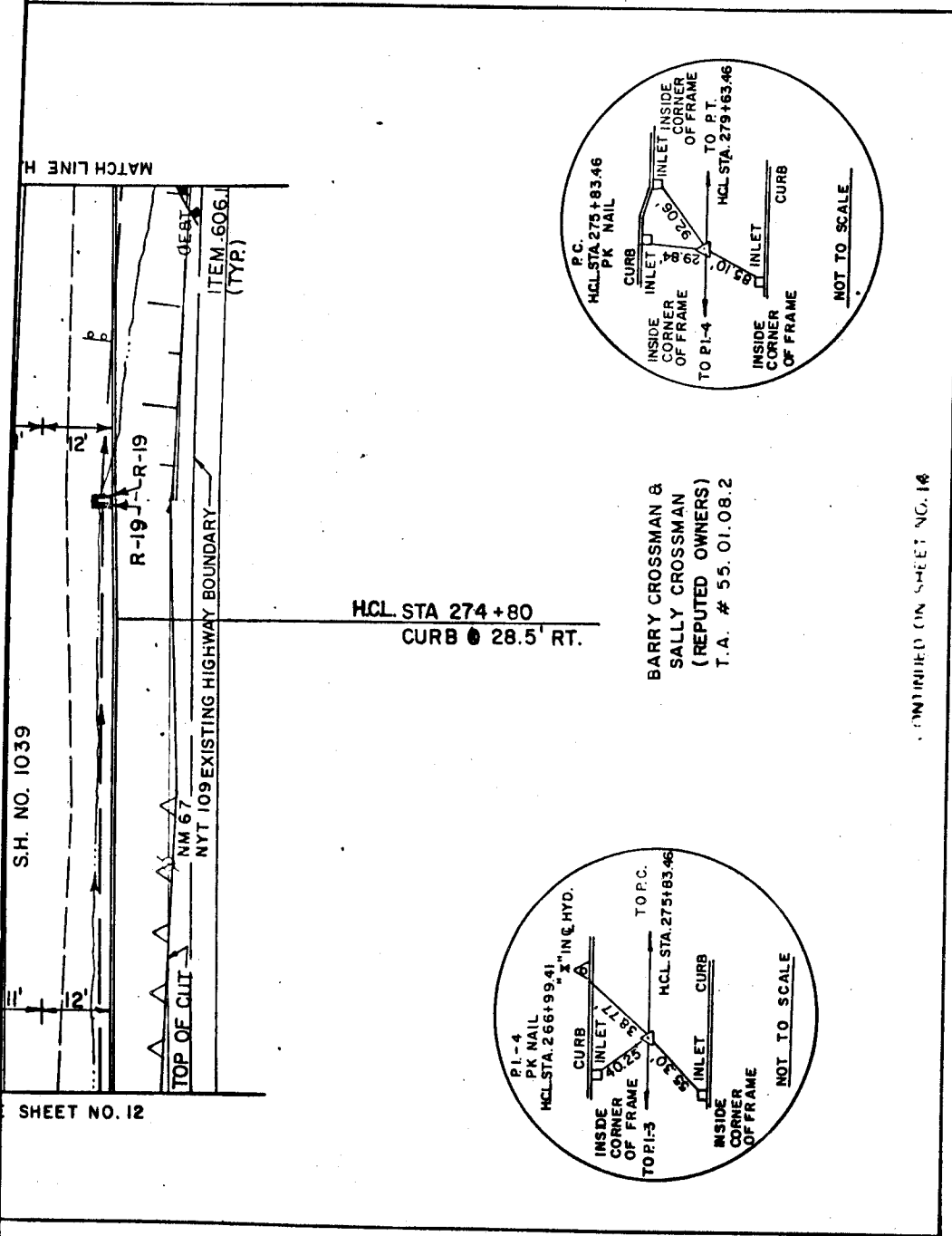
C.L. STA. 275 + 50, SEE SHEET NO. 14

TO P.C. H.C.L. STA.
275 + 83.46

MATCH LINE H.C.L. STA. 274 + 00, SE

TO PI-4

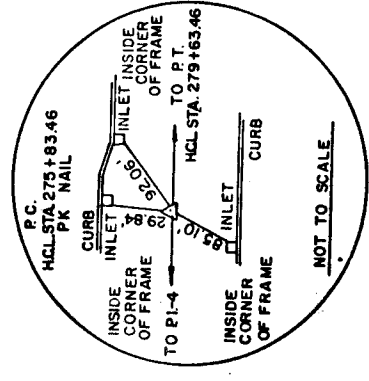
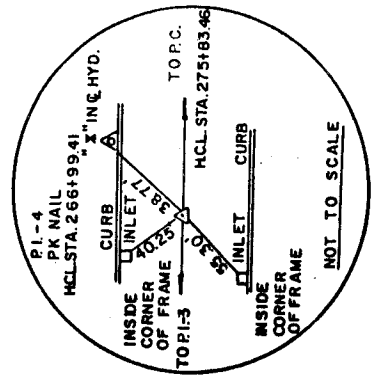
BOOK 3645 PAGE 67



S.H. NO. 1039

SHEET NO. 12

BARRY CROSSMAN &
SALLY CROSSMAN
(REPUTED OWNERS)
T.A. # 55. 01.08.2



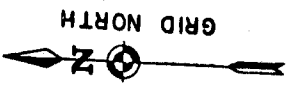
CONTINUED ON SHEET NO. 14

3645 PAGE 68

19

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

MAP NO. 81
PARCEL NOS 98,99,100,101,102,103,104, A,105
COUNTY: ONONDAGA SHEET 14 OF 22 SHEETS



102
FEE

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF.
= 0.524 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)

H.C.L. STA 276 + 75
CURB @ 175' LT.

H.C.L. STA 276 + 00
CURB @ 28.5' LT.

20' WIDE
EASEMENT TO
ONONDAGA
COUNTY
WATER
AUTHORITY
L. 3267, P. 84

+00, SEE SHEET NO 15

PROPOSED HIGHWAY BOUNDARY

12" W
EXISTING HIGHWAY
BOUNDARY
(1972)

N 86° 44' 58" E - 1179'

(BY OTHERS)

BOUNDARY

1104'

N 86° 44' 58" E
1179'

(TO BE REMOVED BY OTHERS)
SPRUCE & PINE

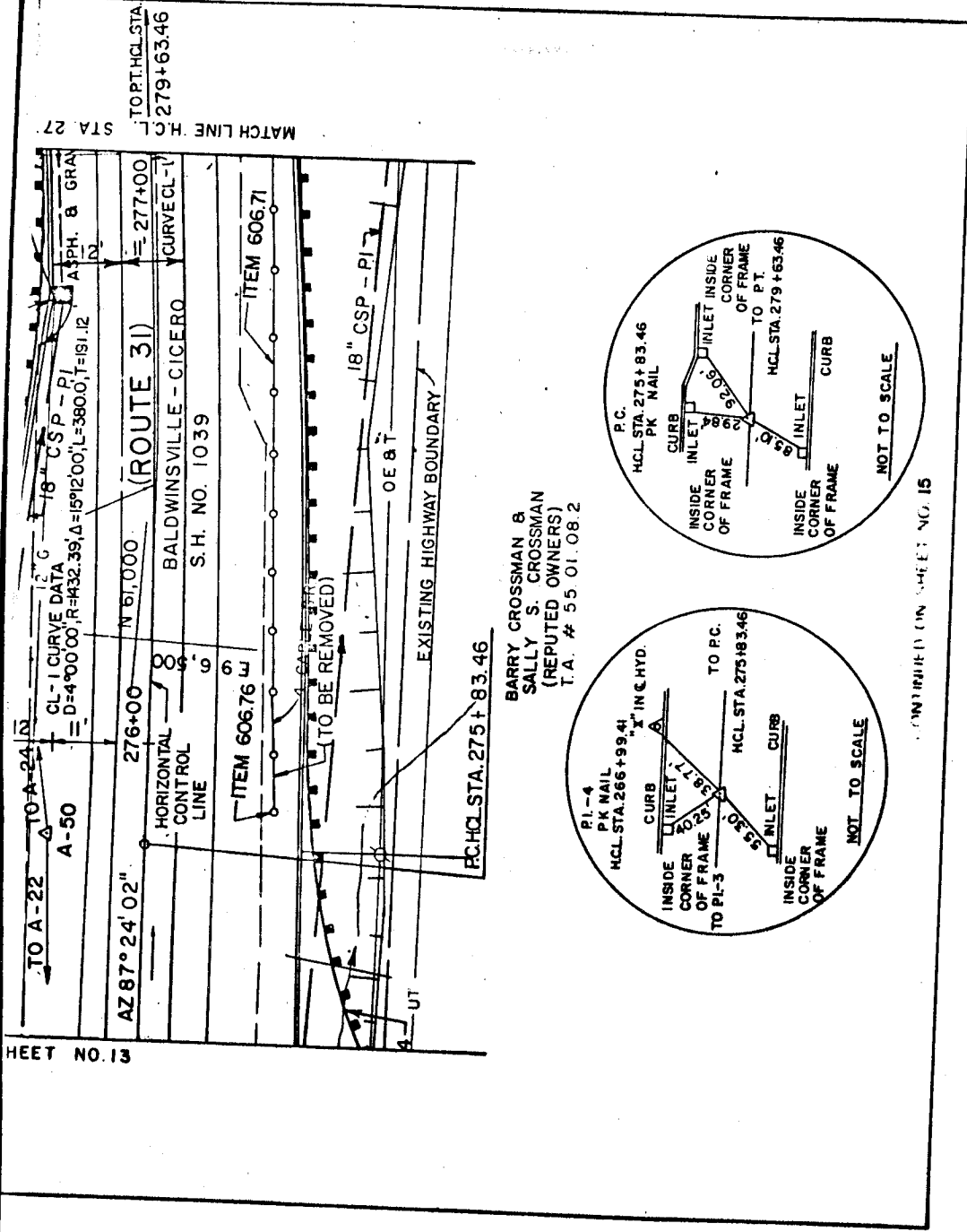
ITEM 606.11
(TYP)

L-18

L-19

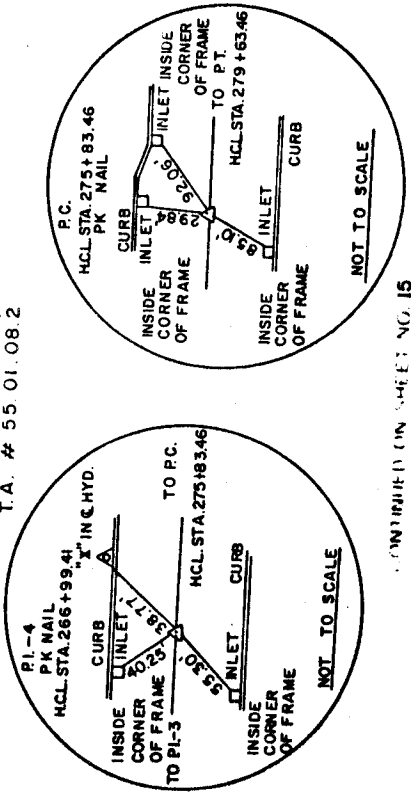
S-7

MATCH LINE H.C.L. STA. 275 + 50, SEE 5



SHEET NO. 13

BARRY CROSSMAN &
 SALLY S. CROSSMAN
 (REPUTED OWNERS)
 T.A. # 55 01.08.2

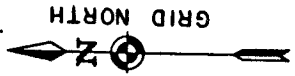


CONTINUED ON SHEET NO. 15

20

3645 PAGE 70

MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104, & 105
COUNTY, ONONDAGA SHEET 15 OF 22 SHEETS

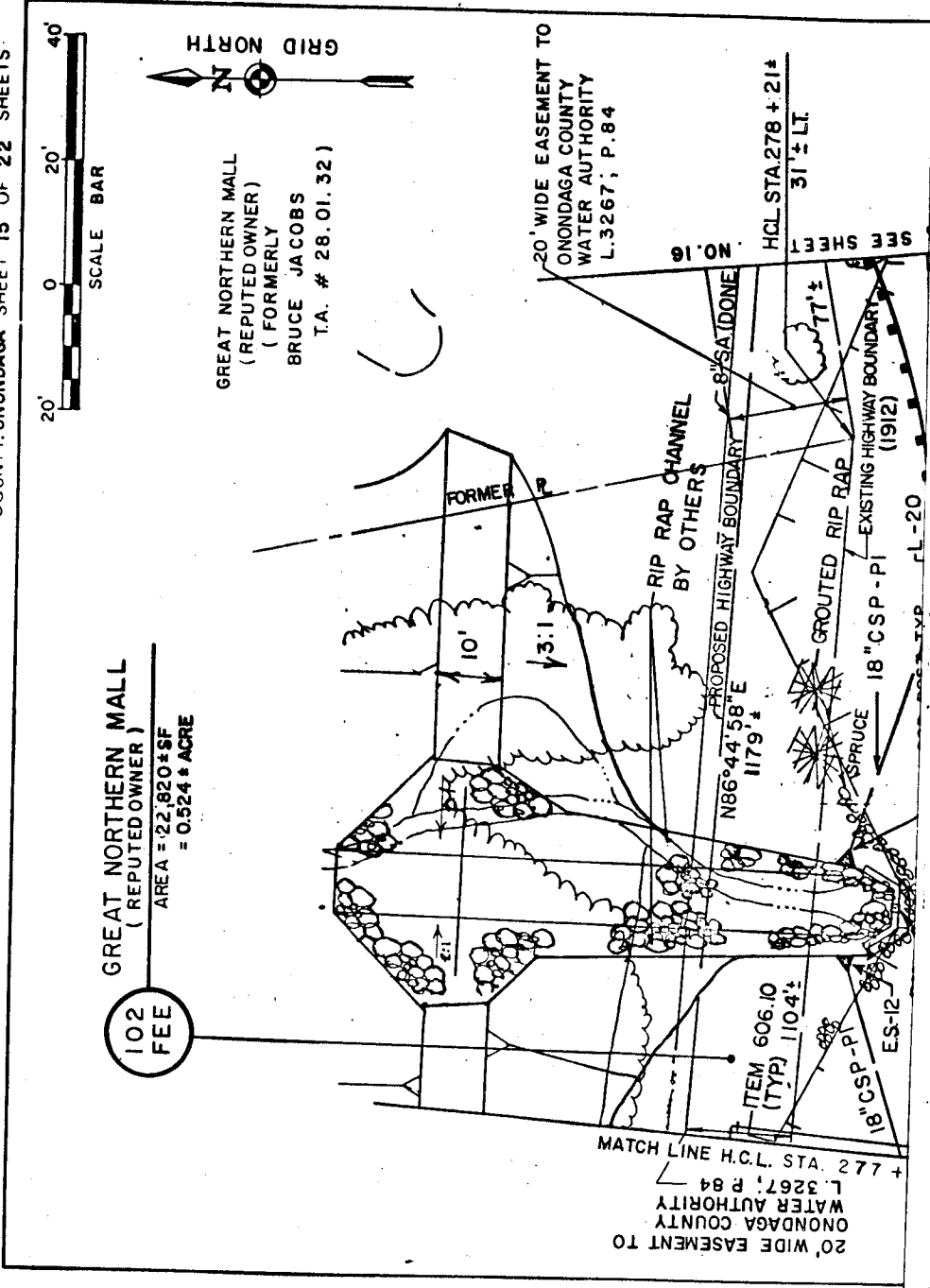


GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY
BRUCE JACOBS
T.A. # 28.01.32)

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF
= 0.524 ± ACRE

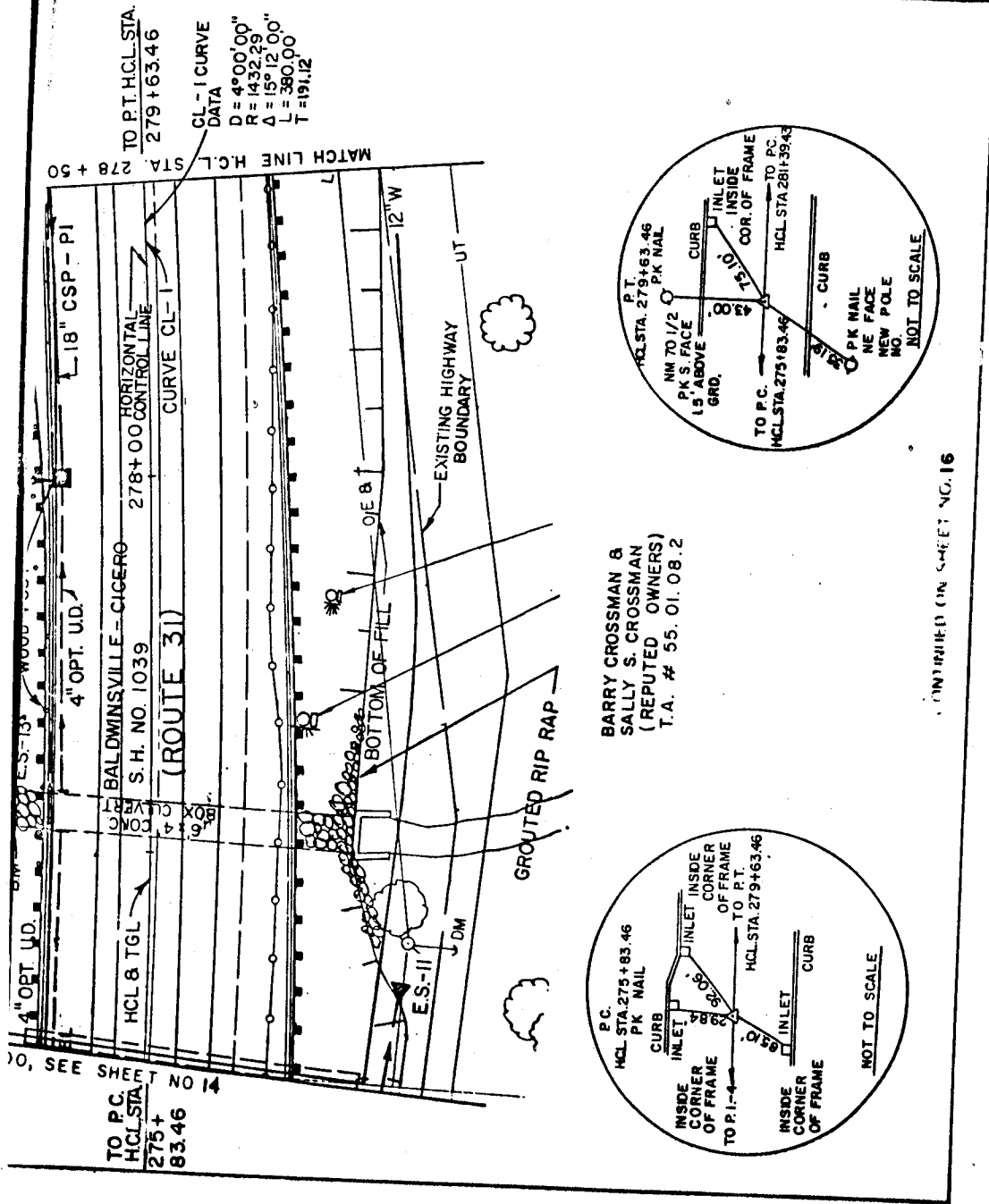
102
FEE

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039



MATCH LINE H.C.L. STA. 277 +
ONONDAGA COUNTY
WATER AUTHORITY
L. 3267, P 84

HCL STA. 278 + 21 ±
31' ± LT
SEE SHEET



TO P.C. H.C.L. STA. 275+83.46

TO P.T. H.C.L. STA. 279+63.46

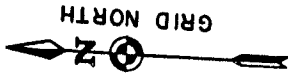
TO SEE SHEET NO 14

3645 FACE 72

21

BALDWINVILLE-CICERO
ROUTE 31
S.H. NO. 1039

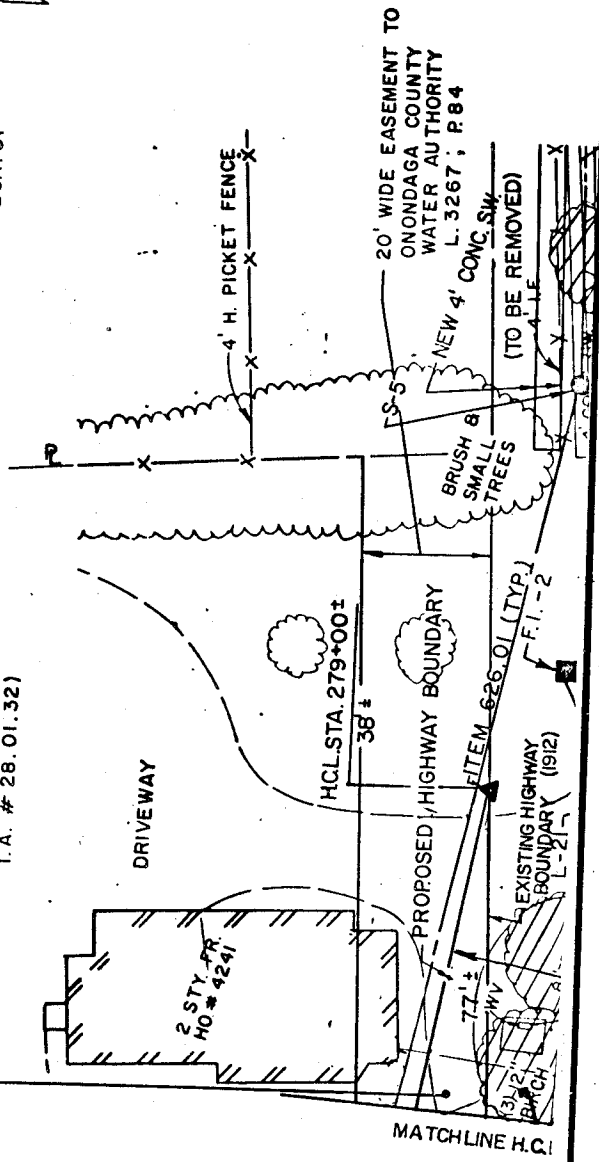
MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104,8,105
COUNTY: ONONDAGA SHEET 16 OF 22 SHEETS

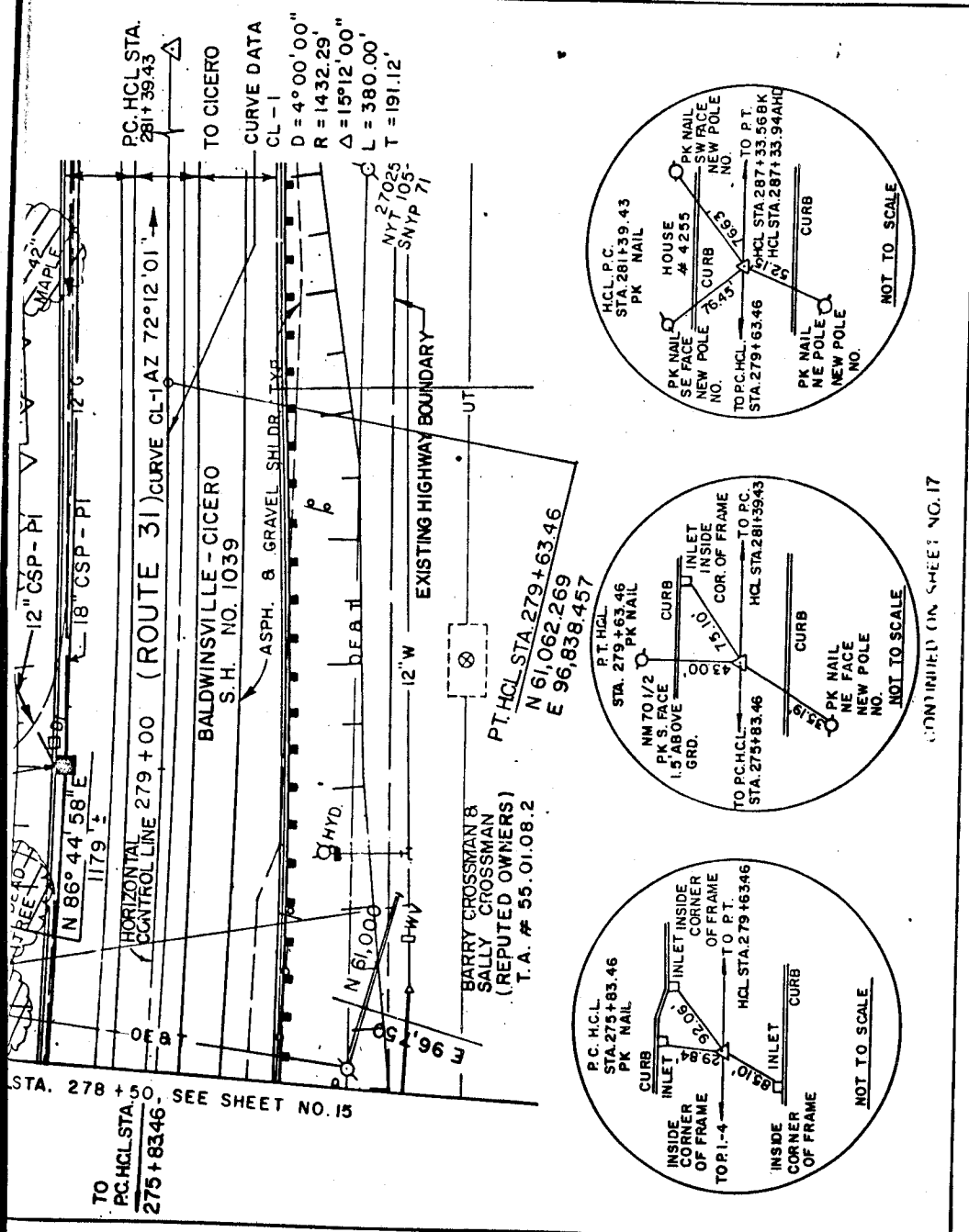


102
FEE
GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 22,820 ± SF
= 0.524 ± ACRE

GREAT NORTHERN MALL
(REPUTED OWNER)
(FORMERLY)
BRUCE JACOBS
T.A. # 28.01.32

CHARLES A. STOLP &
JOANNE I. STOLP
(REPUTED OWNERS)
T.A. # 28.1.31



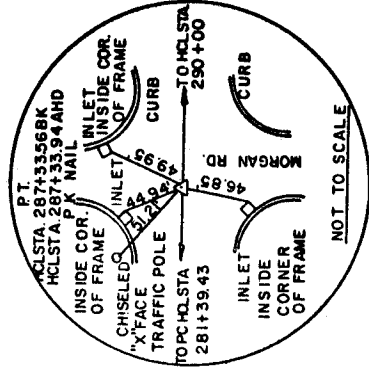
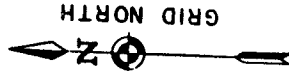


CONTINUED ON SHEET NO. 17

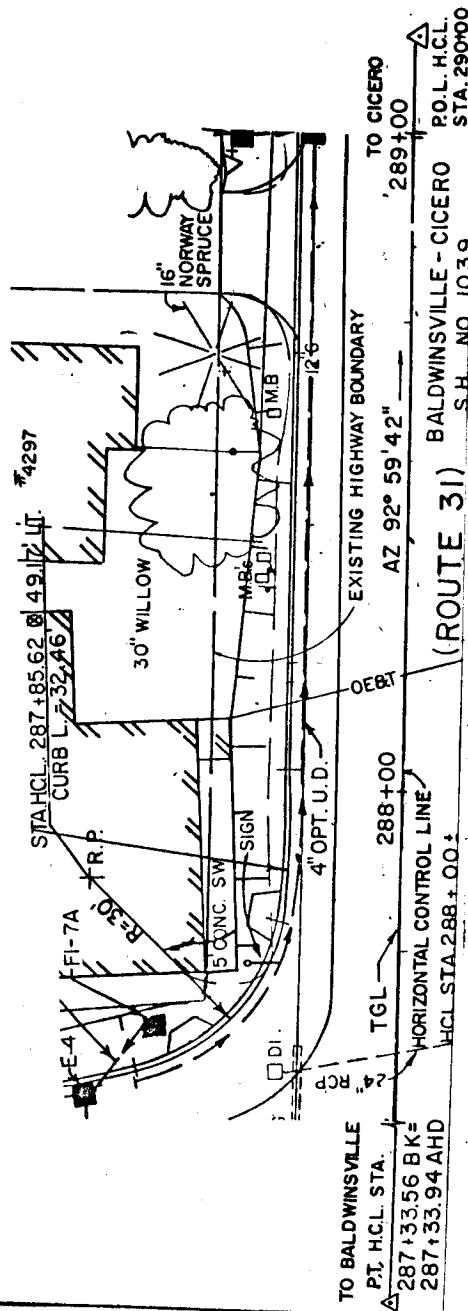
22

MAP NO. 81
PARCEL NOS. 98, 99, 100, 101, 102, 103, 104, 8, 105
COUNTY: ONONDAGA SHEET 17 OF 22 SHEETS

BALDWINVILLE - CICERO
ROUTE 31
S.H. NO. 1039



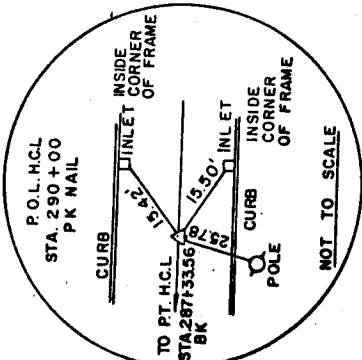
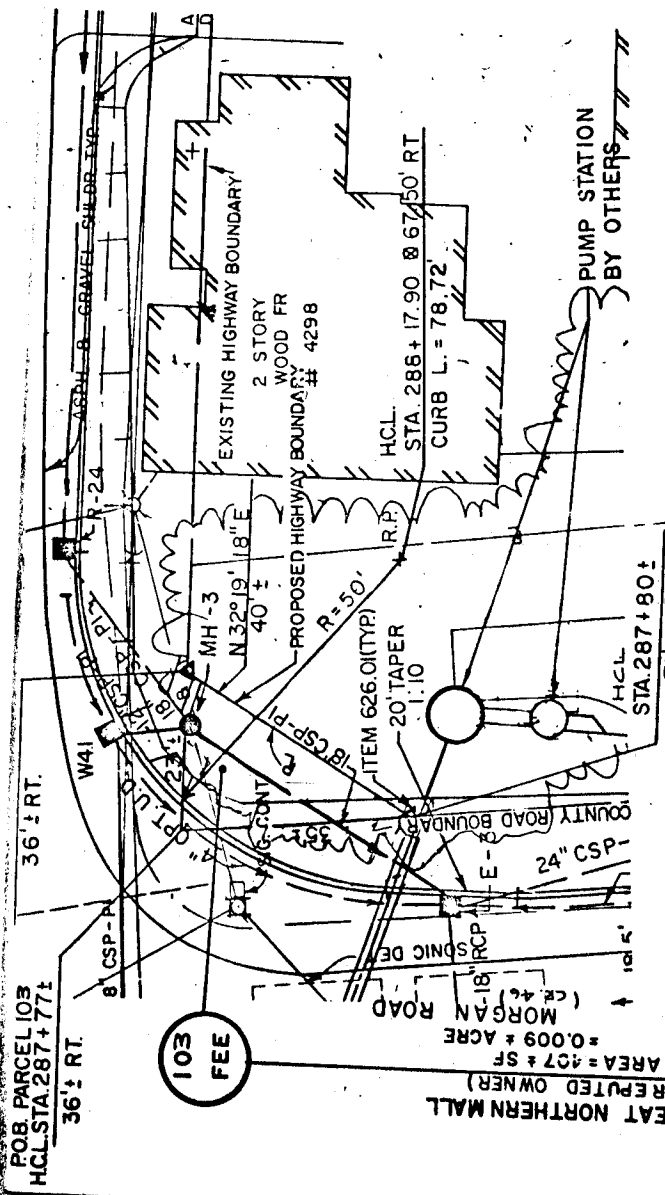
NOT TO SCALE



TO BALDWINVILLE
PT. HCL STA.
287+33.56 BK=

TO CICERO
289+00
P.O.L. HCL
STA. 290+00

(ROUTE 31)



POB. PARCEL 103
HCL STA. 287+77±
36'± RT.

103
FEE

GREAT NORTHERN MALL
(REPUTED OWNER)
AREA = 427 ± SF
= 0.009 ± ACRE
MORGAN ROAD
(CF. 46) 18" RCP
10'±

JAMES W WILMOT as TRUSTEE, et al
(REPUTED OWNER)
(FORMERLY
IRVING W. ORTH
T. A. # 59.1.06)

HCL
STA. 287+80±
71'± RT.

CONTINUED ON SHEET NO. 18

23

3645 PAGE 76

BALDWINVILLE - CICERO
ROUTE 31
SH NO 1039

MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104,105
COUNTY ONONDAGA SHEET 18 OF 22 SHEETS

SURVEY NOTES ON FILE AT NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGIONAL OFFICE NO. 3 LOCATED AT SYRACUSE, NEW YORK
TRN - NONE
CC L3212 P348
L3350 P194
L3374 P165
REPUTED OWNER GREAT NORTHERN MALL

All those pieces or parcels of property hereinafter designated as Parcel No. 98, Parcel No. 99, and Parcel No. 102 situate in Military Lot No. 24, and Parcel No. 101 and Parcel No. 103, situate in Military Lot No. 36, all in the Town of Clay, County of Onondaga, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 98

Beginning at an angle point in the northerly boundary of the existing Baldwinville-Cicero (S.H. No. 1039) highway, said point being 65± feet distant northerly, measured at right angles from Station 25+39± of the hereinafter described horizontal control line for the reconstruction of a portion of the Baldwinville-Cicero S.H. No. 1039; thence N 87°17'58" E, through the lands of Great Northern Mall (reputed owner), a distance of 331± feet to a point on the division line between the property of Great Northern Mall (reputed owner) on the west, and the property of Wesley Higgs (reputed owner) on the east, said point being 64.80 feet distant northerly, measured at right angles from Station 28+70± of said horizontal control line; thence southerly, along said division line a distance of 27± feet to its intersection with the northerly boundary of said existing highway, said point being 38± feet distant northerly, measured at right angles from Station 28+70± of said horizontal control line; thence along the last mentioned boundary of said existing highway the following two courses and distances:

- (1) Westerly, a distance of 215± feet to an angle point 38± feet distant northerly, measured at right angles from Station 26+56± of said horizontal control line;
- and (2) Northwesterly, a distance of 120± feet to the Point of Beginning, being 7.314± Square feet = 0.168± acre, more or less.

Parcel No. 99

Beginning at a point on the northerly boundary of the existing Baldwinville-Cicero (S.H. No. 1039) highway, at its intersection with the division line between the property of Wesley Higgs (reputed owner) on the west, and the property of Great Northern Mall (reputed owner) on the east, said point being 38± feet distant northerly, measured at right angles from Station 26+10± of the hereinafter designated horizontal control line for the

3645 FACE 77

reconstruction of a portion of the Baldwinville-Cicero S.H. No. 1039; thence northerly, along said division line a distance of 20± feet to a point 58.00 feet distant northerly, measured at right angles from Station 261+10± of said horizontal control line; thence N 87°17'58" E, through the property of said Northern Mall (reputed owner), a distance of 470± feet to a point on the division line between the property of Great Northern Mall (reputed owner) on the west, and the property of Normall Associates (reputed owner) on the east, said point being 58.00 feet distant northerly, measured at right angles from Station 265+81± of said horizontal control line; thence southerly, along said division line a distance of 20± feet to a point on the northerly boundary of said existing highway, said point being 38± feet distant northerly, measured at right angles from Station 265+81± of said horizontal control line; thence westerly, along the last mentioned boundary of said existing highway, a distance of 470± feet to the point of beginning, being 9,407± square feet = 0.216± acre, more or less.

Parcel No. 101

Beginning at a point on the southerly boundary of the existing Baldwinville-Cicero (S.H. No. 1039) highway, at its intersection with the easterly boundary of Water Board Road (formerly Soule Road), an existing Town road, said point being 35± feet distant southerly, measured at right angles from Station 260+72± of the hereinafter designated horizontal control line for the reconstruction of a portion of Baldwinville-Cicero S.H. No. 1039; thence southerly, along the last mentioned easterly boundary of the existing Water Board Road, a distance of 35± feet to its intersection with the division line between the property of Great Northern Mall (reputed owner) on the north, and the property of the County of Onondaga Metropolitan Water Board (reputed owner) on the south, said point being 70± feet distant southerly, measured at right angles from Station 260+72± of said horizontal control line; thence along the last mentioned division line the following three courses and distances:

(1) N 42°51'51" E, a distance of 38± feet to a point, said point being 44.00 feet distant southerly, measured at right angles from Station 260+99.09 of said horizontal control line;

(2) N 87°17'58" E, a distance of 236.70 feet to a point, said point being 44.00 feet distant southerly, measured at right angles from Station 263+35.80 of said horizontal control line;

and (3) N 62°44'37" E, a distance of 11± feet to a point on the southerly boundary of said existing highway, said point being 39± feet distant southerly, measured at right angles from Station 263+46± of said horizontal control line; thence westerly, along the last mentioned boundary of said existing highway, a distance of 273± feet to the Point of Beginning, being 2,178± square feet = 0.050± acre, more or less.

CONTINUED ON SHEET NO. 19

24

3645 FACE 78

MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104 & 105
COUNTY, ONONDAGA SHEET 19 OF 22 SHEETS

BALDWINSVILLE - CICERO
ROUTE 31
S.H. NO. 1039

SURVEY NOTES ON FILE AT NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGIONAL OFFICE NO. 3 LOCATED AT SYRACUSE, NEW YORK
REPUTED OWNER GREAT NORTHERN MALL

Parcel No. 102

Beginning at a point on the northerly boundary of the existing Baldwinville-Cicero (S.H. No. 1039) highway, at its intersection with the division line between the property of Normall Associates (reputed owner) on the west, and the property of Great Northern Mall (reputed owner) on the east, said point being 38± feet distant northerly, measured at right angles from Station 267+11± of the hereinafter described horizontal control line for the reconstruction of a portion of the Baldwinville-Cicero S.H. No. 1039; thence northerly along said division line a distance of 20± feet to a point 58.13 feet distant northerly, measured at right angles from Station 267+11± of said horizontal control line; thence N 86°44'58" E, through the property of Great Northern Mall (reputed owner) a distance of 1179± feet to a point on the northerly boundary of said existing highway, said point being 38± feet distant northerly, measured radially from Station 279+00± of said horizontal control line; thence along the last mentioned boundary of said existing highway the following two courses and distances:

- (1) Southwesterly, a distance of 77± feet to a point 31± feet distant northerly, measured radially, from Station 278+21± of said horizontal control line;
- and (2) Westerly, a distance of 1,104± feet to the Point of Beginning, being 22,820± Square feet = 0.524± acre, more or less.

Parcel No. 103

Beginning at a point on the southerly boundary of the existing Baldwinville-Cicero (S.H. No. 1039) highway, at its intersection with the easterly boundary of the existing Morgan Road, an existing County road, said point being 36± feet distant southerly, measured at right angles from Station 287+77± of the hereinafter designated horizontal control line for the reconstruction of a portion of the Baldwinville-Cicero S.H. No. 1039; thence southerly along the last mentioned Morgan Road boundary, a distance of 35± feet to its intersection with the division line between the property of Great Northern Mall (reputed owner) on the northwest, and the property of James M. Wilmoit as Trustee, et al (reputed owners) on the southeast, said point being 71± feet distant southerly, measured at right angles from Station 287+80± of said horizontal control line; thence N 22°19'11" E, along the last mentioned

3645 PAGE 79

division line, a distance of 40± feet to a point on the southerly boundary of said existing highway; said point being 36± feet distant southerly, measured at right angles from Station 288+00± of said horizontal control line; thence westerly, along the last mentioned boundary of said existing highway, a distance of 23± feet to the Point of Beginning, being 407± Square feet = 0.009± acre, more or less.

Subject to the easement rights of others as their interest may appear as set forth in grant dated December 23, 1971 by the County of Onondaga, grantor, to New York Telephone Company, grantee, recorded in the Office of the Clerk of Onondaga County on the 22nd day of February, 1972 in Liber 2470 of Deeds at page 573; affecting the area shown on the above map and designated as EASEMENT TO N.Y. TELEPHONE CORPORATION (unspecified width) which easement rights are hereby and hereafter restricted and limited as follows:

The owner of such easement rights above referred to and affecting Parcel No. 101 above, may continue to enjoy and exercise the permanent right, privilege and easement to transmit messages by means of electricity and for such purposes construct, reconstruct, maintain and operate a subterranean system consisting of such encasements, conduits, sleeves, manholes, vents and appurtenances as may be deemed necessary by the owner of such easement for the proper operation or improvement thereof; providing no manhole, vent or other structure shall be placed at or above the surface of the ground within 30 feet of any edge of the highway pavement, and further providing, that no change in the grade or in the alignment or location of such utility line facilities shall be made or additional facilities constructed, which will interfere with the highway and its appurtenances or other facilities of the State of New York.

ALSO

Subject to the easement rights of others as their interest may appear as set forth in grant dated June 10, 1987 by Great Northern Mall, grantor, to New York Telephone, grantee, recorded in the Office of the Clerk of Onondaga County on the 16th day of September, 1987 in Liber 3387 of Deeds at page 3; which easement rights are hereby and hereafter restricted and limited as follows:

CONTINUED ON SHEET NO. 20

BALDWINVILLE - CICERO
ROUTE 31
SH NO 1039

MAP NO. 81
PARCELS N.S. 98, 99, 100, 101, 102, 103, 104 & 105
COUNTY: ONONDAGA SHEET 20 OF 22 SHEETS

25

3645 PAGE 80

SURVEY NOTES ON FILE AT NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGIONAL OFFICE NO. 3 LOCATED AT SYRACUSE, NEW YORK
REPUTED OWNER GREAT NORTHERN MALL

The owner of such easement rights above referred to and affecting, through and across all that property described in Parcels No.(s) 98, 99 and 102 above and such corporation successors and assigns, may continue to enjoy and exercise the permanent right, privilege and easement to transmit messages by means of electricity and for such purposes construct, reconstruct, maintain and operate a subterranean system consisting of such encasements, conduits, sleeves, manholes, vents and appurtenances as may be deemed necessary by the owner of such easement for the property operation or improvement thereof; providing no manhole, vent or other structure shall be placed at or above the surface of the ground within 30 feet of any edge of the highway pavement, and further providing, that no change in the grade or in the highway pavement, and further providing, that no change in the grade or in the alignment or location of such utility line facilities shall be made or additional facilities constructed, which will interfere with the highway and its appurtenances or other facilities of the State of New York.

ALSO

A PERMANENT EASEMENT FOR DRAINAGE PIPE LINE

A permanent easement to be exercised in, on and over the property above delineated and hereinafter described for the purpose of constructing, reconstructing and maintaining thereon a drainage pipeline and appurtenances in and to all that piece or parcel of property hereinafter designated as Parcel No. 100, situate in Military Lot No. 24, Town of Clay, County of Onondaga, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 100

Beginning at a point on the proposed northerly boundary of the existing Baldwinville-Cicero (S.H. No. 1039) highway, said point being 58.00 feet distant northerly, measured at right angles from Station 262+20.00 of the hereinafter designated horizontal control line for the reconstruction of a portion of the Baldwinville-Cicero S.H. No. 1039; thence through the property of Great Northern Mall (reputed owner) the following three courses and distances:

- (1) N 02°42'02" W, a distance of 5.59 feet to a point, said point being 63.59 feet distant northerly, measured at right angles from Station

262+70.00 of said horizontal control line;

(2) N 78°37'55" E, a distance of 186.13 feet to a point, said point being 91.64 feet distant northerly, measured at right angles from Station 264+04.00 of said horizontal control line;

and (3) S 02°42'02" E, a distance of 33.64 feet to a point on the proposed northerly boundary of said existing highway; thence S 87°17'58" W, along the last mentioned proposed northerly boundary of said existing highway, a distance of 184.00 feet to the Point of Beginning, being 3,609+ Square feet ± 0.083+ acre, more or less.

ALSO
PERMANENT EASEMENTS FOR TRAFFIC SIGNALS

Permanent easements to be exercised in, on and over the property above delineated and hereinafter described for the purpose of constructing, reconstructing and maintaining thereon a traffic signal system together with appurtenances in and to all those pieces or parcels of property hereinafter designated as Parcel Nos. 104 and 105 situate in Military Lot No. 24, Town of Clay, County of Onondaga, State of New York, as shown on the accompanying map and described as follows:

Parcel No. 104

Beginning at a point on the proposed northerly boundary of the existing Baldwinsville-Cicero (S.H. No. 1039) highway, said point being 58.00 feet distant northerly, measured at right angles from Station 262+52.80 of the hereinafter designated horizontal control line for the reconstruction of a portion of the Baldwinsville-Cicero S.H. No. 1039; thence through the property of Great Northern Mall (reputed owner) the following seven courses and distances:

(1) N 02°42'02" W, a distance of 47.00 feet to a point 105.00 feet distant northerly, measured at right angles from Station 262+52.80 of said horizontal control line;

(2) N 87°17'58" E, a distance of 14.00 feet to a point 105.00 feet distant northerly, measured at right angles from Station 262+66.80 of said horizontal control line;

(3) N 02°42'02" W, a distance of 23.00 feet to a point 128.00 feet distant northerly, measured at right angles from Station 262+66.80 of said horizontal control line;

CONTINUED ON SHEET NO. 21

BALDWINVILLE - CICERO
ROUTE 31
S.H. NO 1039

MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104,105
COUNTY ONONDAGA SHEET 21 OF 22 SHEETS

26

3645 PAGE 82

SURVEY NOTES ON FILE AT NEW YORK STATE DEPARTMENT OF TRANSPORTATION REGIONAL OFFICE NO. 3 LOCATED AT SYRACUSE, NEW YORK
REPUTED OWNER GREAT NORTHERN MALL

(4) N 87°17'58" E, a distance of 46.00 feet to a point 128.00 feet distant northerly, measured at right angles from Station 263+12.80 of said horizontal control line;

(5) S 02°42'02" E, a distance of 23.00 feet to a point 105.00 feet distant northerly, measured at right angles from Station 263+12.80 of said horizontal control line;

(6) N 87°17'58" E, a distance of 52.00 feet to a point 105.00 feet distant northerly, measured at right angles from Station 263+64.80 of said horizontal control line;

and (7) S 02°42'02" E, a distance of 47.00 feet to a point on the proposed northerly boundary of said existing highway, said point being 58.00 feet distant northerly, measured at right angles from Station 263+64.80 of said horizontal control line; thence S 87°17'58" W, along the last mentioned proposed northerly boundary of said existing highway, a distance of 112.00 feet to the Point of Beginning, being 6,322+ Square feet, = 0.145+ acre, more or less.

Parcel No. 105

Beginning at a point on the proposed northerly boundary of the existing Baldwinsville-Cicero (S.H. No. 1039) highway, said point being 63.26 feet distant northerly, measured at right angles from Station 271+62.16 of the hereinafter designated horizontal control line for the reconstruction of a portion of the Baldwinsville-Cicero S.H. NO. 1039; thence through the property of Great Northern Mall (reputed owner) the following three courses and distances:

(1) N 02°35'58" W, a distance of 50.74 feet to a point 114.00 feet distant northerly, measured at right angles from Station 271+62.16 of said horizontal control line;

(2) N 87°24'02" E, a distance of 45.00 feet to a point 114.00 feet

distant northerly, measured at right angles from Station 272+07.16 of said horizontal control line;

and (3) S 02°35'58" E, a distance of 50.23 feet to a point on the proposed northerly boundary of said existing highway, said point being 63.77 feet distant northerly, measured at right angles from Station 272+07.16 of said horizontal control line; thence westerly, along the last mentioned proposed boundary of said existing highway, a distance of 45.00 feet to the Point of Beginning, being 2,272+ Square feet = 0.052+ acre, more or less.

CONTINUED ON SHEET NO. 22

BALDWINVILLE
ROUTE 31
S.H. NO. 1039

21

MAP NO. 81
PARCEL NOS. 98,99,100,101,102,103,104,105
COUNTY ONONDAGA SHEET 22 OF 22 SHEETS

3645 PAGE 84

The above mentioned horizontal control line, as shown on the accompanying map, is established from the 1984 survey baseline for the reconstruction of a portion of Baldwinsville-Cicero S.H. No. 1039, as shown on a map and plan on file in the office of the State Department of Transportation, a portion of said horizontal control line being described as follows:

Beginning at PI-2 Station 20+14.73; thence Az. $87^{\circ}16'00''$, to PI-3 Station 28+70.71 BK = Station 259+60.80 AHD; thence Az. $87^{\circ}17'58''$, to PI-4 Station 266+99.41; thence Az. $87^{\circ}24'02''$, to PC Station 275+83.46; thence along a curve to the left having a radius of 1432.39 feet, through a central angle of $15^{\circ}12'00''$, an arc distance of 380.00 feet to PT Station 279+63.46; thence Az. $72^{\circ}12'01''$, to PC Station 281+39.43; thence along a curve to the right having a radius of 1637.02 feet; through a central angle of $20^{\circ}47'40''$, an arc distance of 594.13; to PI Station 287+33.56 BK=Station 287+33.94 AHD; thence Az. $92^{\circ}59'42''$ to P.O.L. Station 290+00.

All azimuths referred to NEW YORK STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, TRANSVERSE MERCATOR PROJECTION, through ties to the 1977 control survey data prepared by the New York State Department of Transportation.

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED AND MAPPED ABOVE IS

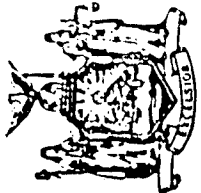
I HEREBY CERTIFY THAT THIS IS AN ACCURATE DESCRIPTION AND MAP MADE FROM AN ACCURATE SURVEY, PREPARED UNDER MY DIRECTION.

DATE: June 29 1968
SEAR-BROWN ASSOCIATES, P.C.
SURVEYORS (CONSULTING ENGINEERS)

SEAL BY: Dana P. Woolley
DANA P. WOOLLEY, N.Y.S.P.L.S., NO. 49244



DATE: July 12 1968
James F. Saeely
JAMES F. SAEELY, ACTING REGIONAL DIRECTOR
ENGINEER FOR THE REGIONAL DIRECTOR OF TRANSPORTATION
REGION NO. 3



NEW YORK STATE DEPARTMENT OF TRANSPORTATION
DESCRIPTION AND MAP FOR THE ACQUISITION OF PROPERTY
BALDWINVILLE-CICERO
S.H. NO. 1039
COUNTY OF ONONDAGA

Total Area = 54,329 +/- S.F.
= 1,247 +/- Acs

Map No. 81
Parcel Nos. 98,99,100,101,102,103,104,105

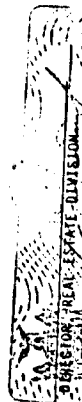
GREAT NORTHERN MALL
(Reputed Owner)

DESCRIPTION AND MAP OF PROPERTY SHOWING (1) PARCEL NOS. 98, 99, 101, 102, AND 103 TO BE ACQUIRED IN FEE; HEREINAFTER DEFINED ARE TO BE ACQUIRED; AND (2) PARCEL NOS. 100, 104, AND 105 IN AND TO WHICH EASEMENTS ARE TO BE ACQUIRED BY APPROPRIATION IN THE NAME OF THE PEOPLE OF THE STATE OF NEW YORK, FOR PURPOSES NECESSARY TO THE HIGHWAY SYSTEM OF THE STATE OF NEW YORK PURSUANT TO SECTION 30 OF THE HIGHWAY LAW, AND THE EASEMENT DOMAIN PROCEDURE LAW.

THERE IS EXCEPTED FROM THIS APPROPRIATION ALL THE RIGHT, TITLE AND INTEREST, IF ANY, OF THE UNITED STATES OF AMERICA IN OR TO SAID PROPERTY.

PURSUANT TO STATUTES SET FORTH ABOVE AND THE AUTHORITY DELEGATED TO ME BY OFFICIAL ORDER OF THE COMMISSIONER OF TRANSPORTATION, THE ABOVE DESCRIPTION AND MAP ARE HEREBY OFFICIALLY APPROVED; AND SAID DESCRIPTION AND THE ORIGINAL TRACING OF THIS MAP ARE HEREBY OFFICIALLY FILED IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION.

DATE: FEBRUARY 12 1968



G. J. GURNETT, DIRECTOR, REAL ESTATE DIVISION
I HAVE COMPARED THE FOREGOING COPY OF DESCRIPTION AND MAP WITH THE ORIGINAL HERETO, AS FILED IN THE OFFICE OF THE DEPARTMENT OF TRANSPORTATION AND I DO HEREBY CERTIFY THE SAME TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL AND OF THE WHOLE THEREOF.

Shirley J. Gurnett, Dir. Clerk
REAL ESTATE DIVISION

RIGHT OF WAY - FORM NO. 2

NO FEE FOR REVENUE STAMP

PROJECT NO. AP2442

BOOK 3476 PAGE 236

ONONDAGA COUNTY WATER AUTHORITY
Northern Concourse - P.O. Box 9
SYRACUSE, NEW YORK 13241
11195

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

Great Northern Mall, a limited partnership

CLAY

Hereinafter called the Grantor(s), hereby grant(s) and release(s) unto said Grantee, its 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 Lot No. 24, Block No. 1, of the Town of Clay County of Onondaga, and State of New York.

SEE ATTACHED DESCRIPTION

RECEIVED
\$ 1.00
REAL ESTATE
SEP 20 1988
TRANSFER TAX
ONONDAGA
COUNTY
02519

Amplified
3230
150

SEVEN A 1988
(over) amount, J.N. to show, 1988/09/20
(over) amount (2)

FR 008 4:15 PM 09/20/88 6476 .00/
E TT 4:15 PM 09/20/88 6477 .00/

DEED BOOK 3476 PAGE 238

0012U/1563/9
6/17/88 SAS

DESCRIPTION OF WATERMAIN EASEMENT TO BE CONVEYED
BY GREAT NORTHERN MALL TO ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.110 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Sears; thence

A. N 03°15'02" W, along the westerly boundary line of lands now or formerly Sears, a distance of 95.00 feet to the Point of Beginning; thence

1. S 86°44'58" W, a distance of 9.36 feet to an angle point; thence

2. S 41°44'58" W, a distance of 14.34 feet to an angle point; thence

3. S 03°15'02" E, a distance of 208.24 feet to an angle point; thence

4. S 48°45'03" W, a distance of 0.65 feet to a point on the northeasterly boundary line of lands now or formerly Adcor; thence

5. N 48°15'02" W, along the northeasterly boundary line of the aforementioned Adcor lands, a distance of 27.56 feet to a point; thence

6. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 3, a distance of 197.43 feet to an angle point; thence

7. N 41°44'58" E, intending to make a line parallel with and 20 feet northwesterly from course 2, a distance of 30.91 feet to an angle point; thence

8. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 1, a distance of 17.64 feet to a point on the westerly boundary line of lands now or formerly Sears; thence

9. S 03°15'02" E, along the westerly boundary line of the aforementioned Sears lands, a distance of 20.00 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 0.102 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southeasterly corner of lands now or formerly Adcor; thence

A. Westerly, along the southerly boundary line of the aforementioned Adcor lands, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30°00'00", a distance of 181.69 feet to a point of tangency; thence

- B. S 86°44'58" W, continuing along the aforementioned southerly boundary line, a distance of 64.88 feet to the Point of Beginning; thence
 - 1. S 03°15'02" E, a distance of 222.00 feet to a point on the northerly easement line of an existing 20 foot wide watermain easement to the Onondaga County Water Authority; thence
 - 2. S 86°44'58" W, along the aforementioned northerly easement line, a distance of 20.00 feet to a point; thence
 - 3. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 1, a distance of 222.00 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence
 - 4. N 86°44'58" E, along the aforementioned southerly boundary line, a distance of 20.00 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 0.187 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands; thence

- A. N 86°44'58" E, along the southerly boundary line of lands now or formerly Adcor, a distance of 105.38 feet to the Point of Beginning; thence
 - 1. N 86°44'58" E, continuing along the aforementioned southerly boundary line of lands now or formerly Adcor, a distance of 20.00 feet to a point; thence
 - 2. S 03°15'02" E, a distance of 20.51 feet to a point; thence
 - 3. S 86°07'32" E, a distance of 52.66 feet to a point; thence
 - 4. N 03°15'02" W, a distance of 27.04 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence
 - 5. N 86°44'58" E, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence
 - 6. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 4, a distance of 29.54 feet to a point; thence
 - 7. S 86°07'32" E, a distance of 27.58 feet to a point on the westerly boundary line of lands now or formerly Adcor; thence
 - 8. S 03°15'02" E, along the aforementioned westerly boundary line, a distance of 20.16 feet to a point; thence

DEED
BOOK 3476 PAGE 2400012U/1563A/11
6/17/88 SAS

9. N 86°07'32" W, intending to make a line parallel with and 20 feet southerly from course 7 and course 3, a distance of 100.40 feet to a point; thence
10. S 03°15'02" E, a distance of 237.35 feet to a point on the northerly easement line of an existing 20 foot wide watermain easement to the Onondaga County Water Authority; thence
11. S 87°17'58" W, along the aforementioned northerly easement line, a distance of 20.00 feet to a point; thence
12. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 10 and course 2, a distance of 277.82 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 1.968 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands; thence.

- A. N 03°15'02" W, along the westerly boundary line of lands now or formerly Adcor, a distance of 204.13 feet to the Point of Beginning; thence
 1. S 86°44'58" W, a distance of 228.51 feet to an angle point; thence
 2. N 48°15'02" W, a distance of 46.47 feet to an angle point; thence
 3. N 03°15'02" W, a distance of 180.89 feet to an angle point; thence
 4. N 49°19'53" W, a distance of 104.16 feet to a point; thence
 5. S 03°15'02" E, a distance of 6.00 feet to a point; thence
 6. S 86°44'58" W, a distance of 20.00 feet to a point; thence
 7. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 5, a distance of 6.00 feet to a point; thence
 8. S 86°44'58" W, a distance of 230.61 feet to an angle point; thence
 9. N 48°15'02" W, a distance of 67.68 feet to an angle point; thence
 10. N 03°15'02" W, a distance of 253.14 feet to a point; thence
 11. S 86°44'58" W, a distance of 323.36 feet to an angle point; thence
 12. S 41°44'58" W, a distance of 128.19 feet to a point; thence

DEED
BOOK 3476 PAGE 24100120/1563A/12
6/17/88 SAS

13. N 48°15'02" W, a distance of 20.00 feet to a point; thence
14. N 41°44'58" E, intending to make a line parallel with and 20 feet northwesterly from course 12, a distance of 136.47 feet to an angle point; thence
15. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 11, a distance of 331.64 feet to a point; thence
16. N 03°15'02" W, a distance of 87.58 feet to an angle point; thence
17. N 46°01'02" E, a distance of 32.05 feet to an angle point; thence
18. N 86°44'58" E, a distance of 216.71 feet to a point; thence
19. N 03°15'02" W, a distance of 18.00 feet to a point; thence
20. N 86°44'58" E, a distance of 20.00 feet to a point; thence
21. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 19, a distance of 18.00 feet to a point; thence
22. N 86°44'58" E, a distance of 479.00 feet to a point; thence
23. N 03°15'02" W, a distance of 11.87 feet to a point; thence
24. N 86°01'28" E, a distance of 39.50 feet to a point; thence
25. N 03°15'02" W, a distance of 187.64 feet to an angle point; thence
26. N 40°27'12" E, a distance of 86.44 feet to an angle point; thence
27. N 86°44'58" E, a distance of 341.47 feet to an angle point; thence
28. S 52°38'57" E, a distance of 45.18 feet to an angle point; thence
29. S 03°15'02" E, a distance of 160.46 feet to a point; thence
30. S 48°15'02" E, a distance of 31.31 feet to an angle point; thence
31. N 86°44'58" E, a distance of 377.36 feet to a point on the westerly boundary line of lands now or formerly Sears, said point being S 03°15'02" E, a distance of 224.00 feet from the northwesterly corner of lands now or formerly Sears; thence
32. S 03°15'02" E, along the westerly boundary line of lands now or formerly Sears, a distance of 20.00 feet to a point; thence
33. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 31, a distance of 45.00 feet to a point; thence
34. S 03°15'02" E, a distance of 49.50 feet to a point; thence
35. S 86°44'58" W, a distance of 20.00 feet to a point; thence
36. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 34, a distance of 49.50 feet to a point; thence

BOOK 3476 PAGE 242

0012U/1563A/13
6/17/88 SAS

37. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 31, a distance of 300.50 feet to a point; thence
38. S 03°15'02" E, a distance of 4.36 feet to an angle point; thence
39. S 23°18'52" W, a distance of 26.90 feet to a point; thence
40. N 66°41'08" W, a distance of 20.00 feet to a point; thence
41. N 23°18'52" E, intending to make a line parallel with and 20 feet northwesterly from course 39, a distance of 21.80 feet to an angle point; thence
42. N 48°15'02" W, intending to make a line parallel with and 20 feet southwesterly from course 30, a distance of 47.85 feet to an angle point; thence
43. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 29, a distance of 77.64 feet to a point; thence
44. S 86°44'58" W, a distance of 110.50 feet to a point; thence
45. N 03°15'02" W, a distance of 20.00 feet to a point; thence
46. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 44, a distance of 110.50 feet to a point; thence
47. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 29, a distance of 61.90 feet to an angle point; thence
48. N 52°38'57" W, intending to make a line parallel with and 20 feet southwesterly from course 28, a distance of 28.58 feet to an angle point; thence
49. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 27, a distance of 325.52 feet to an angle point; thence
50. S 40°27'12" W, intending to make a line parallel with and 20 feet southeasterly from course 26, a distance of 69.87 feet to an angle point; thence
51. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 25, a distance of 29.49 feet to a point; thence
52. N 86°44'58" E, a distance of 35.00 feet to a point; thence
53. S 03°15'02" E, a distance of 20.00 feet to a point; thence
54. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 52, a distance of 35.00 feet to a point; thence
55. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 25, a distance of 145.54 feet to an angle point; thence

BOOK 3476 PAGE 243

0012U/1563A/14
6/17/88 SAS

56. S 54°44'39" W, a distance of 32.00 feet to an angle point; thence
57. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 22, a distance of 257.87 feet to a point; thence
58. S 03°15'02" E, a distance of 7.00 feet to a point; thence
59. S 86°44'58" W, a distance of 20.00 feet to a point; thence
60. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 58, a distance of 7.00 feet to a point; thence
61. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 22 and course 18, a distance of 462.79 feet to an angle point; thence
62. S 46°01'02" W, intending to make a line parallel with and 20 feet southeasterly from course 17, a distance of 15.46 feet to an angle point; thence
63. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 16 and course 10, a distance of 155.41 feet to a point; thence
64. N 86°44'58" E, a distance of 107.50 feet to a point; thence
65. S 03°15'02" E, a distance of 20.00 feet to a point; thence
66. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 64, a distance of 107.50 feet to a point; thence
67. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 10, a distance of 167.86 feet to an angle point; thence
68. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 9, a distance of 51.11 feet to an angle point; thence
69. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 8, a distance of 250.39 feet to an angle point; thence
70. S 49°19'53" E, intending to make a line parallel with and 20 feet northeasterly from course 4, a distance of 120.74 feet to an angle point; thence
71. S 03°15'02" E, a distance of 4.25 feet to a point; thence
72. N 86°44'58" E, a distance of 139.66 feet to an angle point; thence
73. N 49°47'20" E, a distance of 69.86 feet to a point; thence
74. S 40°12'40" E, a distance of 20.00 feet to a point; thence
75. S 49°47'20" W, intending to make a line parallel with and 20 feet southeasterly from course 73, a distance of 76.54 feet to an angle point; thence

DEED BOOK 3476 PAGE 244

0012U/1563A/15
6/17/88 SAS

- 76. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 72, a distance of 146.34 feet to a point; thence
- 77. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 156.86 feet to an angle point; thence
- 78. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 2, a distance of 29.90 feet to an angle point; thence
- 79. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 1, a distance of 220.23 feet to a point on the westerly boundary line of lands now or formerly Adcor; thence
- 80. S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

BOOK 3476 PAGE 245

0012U/1563A/16
6/17/88 SASDESCRIPTION OF WATERMAIN EASEMENT TO BE
CONVEYED BY ADCOR TO ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.261 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands, ; thence

A. N 03°15'02" W, along the westerly boundary line of the aforementioned Adcor lands, a distance of 204.13 feet to the Point of Beginning; thence

1. N 03°15'02" W, continuing along the aforementioned westerly boundary line, a distance of 20.00 feet to a point; thence

2. N 86°44'58" E, a distance of 180.63 feet to a point; thence

3. N 03°15'02" W, a distance of 87.00 feet to a point; thence

4. N 86°44'58" E, a distance of 44.00 feet to a point; thence

5. S 03°15'02" E, a distance of 20.00 feet to a point; thence

6. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 4, a distance of 24.00 feet to a point; thence

7. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 67.00 feet to a point; thence

8. N 86°44'58" E, a distance of 53.00 feet to a point; thence

9. S 03°15'02" E, a distance of 20.00 feet to a point; thence

10. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 8 and course 2, a distance of 128.25 feet to a point; thence

11. S 03°15'02" E, a distance of 204.13 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence

12. S 86°44'58" W, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence

13. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 11, a distance of 204.13 feet to a point; thence

14. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 2, a distance of 105.38 feet to the Point of Beginning.

DEED BOOK 3476 PAGE 236

0012U/1563A/17
6/17/88 SAS

Also, all that tract or parcel of land containing 0.674 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands; thence

A. N 86°44'58" E, along the southerly boundary line of lands now or formerly Adcor, a distance of 225.00 feet to a corner of the aforementioned Adcor lands; thence

B. S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 32.96 feet to the Point of Beginning; thence

1. S 86°07'32" E, a distance of 144.36 feet to an angle point; thence
2. N 86°44'58" E, a distance of 137.88 feet to a point; thence
3. N 03°15'02" W, a distance of 93.00 feet to a point; thence
4. N 86°44'58" E, a distance of 20.00 feet to a point; thence
5. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 93.00 feet to a point; thence
6. N 86°44'58" E, a distance of 36.04 feet to an angle point; thence
7. N 43°34'25" E, a distance of 47.25 feet to an angle point; thence
8. N 03°15'02" W, a distance of 198.81 feet to an angle point; thence
9. N 41°44'58" E, a distance of 60.61 feet to an angle point; thence
10. N 86°44'58" E, a distance of 15.64 feet to a point; thence
11. N 03°15'02" W, a distance of 6.56 feet to an angle point; thence
12. N 30°40'46" W, a distance of 77.88 feet to a point; thence
13. S 67°23'26" W, a distance of 20.93 feet to a point; thence
14. N 22°36'34" W, a distance of 20.00 feet to a point; thence
15. N 67°23'26" E, intending to make a line parallel with and 20 feet northwesterly from course 13, a distance of 38.29 feet to a point; thence
16. S 30°40'46" E, intending to make a line parallel with and 20 feet northeasterly from course 12, a distance of 100.13 feet to an angle point; thence

BOOK 3476 PAGE 247

0012U/1563A/18
6/17/88 SAS

17. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 11, a distance of 11.44 feet to a point; thence
18. N 86°44'58" E, a distance of 277.06 feet to an angle point; thence
19. N 48°45'03" E, a distance of 11.98 feet to an angle point; thence
20. N 03°15'02" W, a distance of 9.34 feet to a point on the northeasterly boundary line of lands now or formerly Adcor; thence
21. S 48°15'02" E, along the aforementioned northeasterly boundary line, a distance of 27.56 feet to a point; thence
22. S 48°45'03" W, intending to make a line parallel with and 20 feet southeasterly from course 19, a distance of 27.98 feet to an angle point; thence
23. S 86°44'58" W, a distance of 156.94 feet to a point; thence
24. S 03°15'02" E, a distance of 261.00 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence
25. S 86°44'58" W, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence
26. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 24, a distance of 261.00 feet to a point; thence
27. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 18, and course 10, a distance of 134.36 feet to an angle point; thence.
28. S 41°44'58" W, intending to make a line parallel with and 20 feet southeasterly from course 9, a distance of 44.04 feet to an angle point; thence
29. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 8, a distance of 199.19 feet to an angle point; thence
30. S 43°34'25" W, intending to make a line parallel with and 20 feet southeasterly from course 7; a distance of 63.82 feet to an angle point; thence
31. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 6 and course 2, a distance of 203.08 feet to an angle point; thence
32. N 86°07'32" W, intending to make a line parallel with and 20 feet southwesterly from course 1, a distance of 143.11 feet to a point on the westerly boundary line of lands now or formerly Adcor; thence
33. N 03°15'02" W, along the aforementioned westerly boundary line, a distance of 20.16 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

0012U/1563A/7-ED
6-15-88 SAS 3476 PAGE 248

**DESCRIPTION OF WATERMAIN EASEMENT TO BE
CONVEYED BY SEARS TO ONONDAGA COUNTY WATER AUTHORITY**

All that tract or parcel of land containing 0.715 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Sears; thence

A. N 03°15'02" W, along the westerly boundary line of lands now or formerly Sears, a distance of 95.00 feet to the Point of Beginning; thence

1. N 03°15'02" W, continuing along the aforementioned westerly boundary line of Sears, a distance of 20.00 feet to a point; thence

2. N 86°44'58" E, a distance of 15.00 feet to a point; thence

3. N 03°15'02" W, a distance of 26.50 feet to a point; thence

4. N 86°44'58" E, a distance of 20.00 feet to a point; thence

5. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course No. 3, a distance of 26.50 feet to a point; thence

6. N 86°44'58" E, a distance of 283.50 feet to a point; thence

7. N 03°15'02" W, a distance of 27.00 feet to a point; thence

8. N 86°44'58" E, a distance of 20.00 feet to a point; thence

9. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 7, a distance of 27.00 feet to a point; thence

10. N 86°44'58" E, a distance of 107.36 feet to an angle point; thence

11. N 41°44'58" E, a distance of 24.24 feet to an angle point; thence

12. N 03°15'02" W, a distance of 467.72 feet to an angle point; thence

13. N 48°15'02" W, a distance of 8.69 feet to an angle point; thence

14. S 86°44'58" W, a distance of 478.36 feet to a point on the westerly boundary line of lands now or formerly Sears; thence

15. N 03°15'02" W, along the aforementioned westerly boundary line of Sears, a distance of 20.00 feet to a point; thence

16. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 14, a distance of 299.00 feet to a point; thence

17. N 03°15'02" W, a distance of 34.00 feet to a point; thence

- 18. N 86°44'58" E, a distance of 20.00 feet to a point; thence
- 19. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 17, a distance of 34.00 feet to a point; thence
- 20. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 14, a distance of 167.64 feet to an angle point; thence
- 21. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 13, a distance of 25.25 feet to an angle point; thence
- 22. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 12, a distance of 220.14 feet to a point; thence
- 23. N 86°44'58" E, a distance of 11.00 feet to a point; thence
- 24. S 03°15'02" E, a distance of 20.00 feet to a point; thence
- 25. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 23, a distance of 11.00 feet to a point; thence
- 26. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 12, a distance of 244.14 feet to an angle point; thence
- 27. S 41°44'58" W, intending to make a line parallel with and 20 feet southeasterly from course 11, a distance of 40.81 feet to an angle point; thence
- 28. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 10, course 6, and course 2, a distance of 454.14 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

ONONDAGA COUNTY CLERKS OFFICE
Deed, Recorded on the
10 day of Sept 1988 at
4:15 PM in Book 3476 Page 249
and examined.

Elaine Lytel
COUNTY CLERK

47.50
✓

BOOK 3446 PAGE 267

③
T.T.
EXEMPT

04981

THIS INDENTURE, made as of the 4th day of December, Nineteen Hundred and Eighty-Seven.

BETWEEN, GREAT NORTHERN MALL, a New York general partnership, having its principal office at 1265 Scottsville Road, Rochester, New York 14624,

Grantor,

and ADCOR REALTY CORPORATION, a New York corporation having its principal office at 611 Olive Street, St. Louis, Missouri 68101,

Grantee,

WITNESSETH, that the Grantor in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable consideration paid by the Grantee does hereby grant and release unto the Grantee, its successors and assigns forever,

CLAY

I: ALL THAT TRACT OR PARCEL OF LAND, containing 11.117 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as more particularly described in Exhibit A-Part I attached hereto and herein incorporated; and

II: (a) A perpetual, non-exclusive right, privilege and easement for the benefit of the land described in Exhibit A-Part I in, over, upon, across and under the land described in Exhibit A-Part II to use the same for roadway purposes including, without limitation, vehicular and pedestrian ingress to and egress from New York State Route 31 and said land described in Exhibit A-Part I and to use, maintain, repair, and replace (but without obligation to do so) roadway improvements thereon; and

(b) A perpetual non-exclusive right and easement for the benefit of lands described in Exhibit A-Part I to install, use, operate, maintain, repair and replace underground utility lines, apparatus and facilities to serve the land described in Exhibit A-Part I and the improvements from time to time thereon, in, under, upon, through and across the land described in Exhibit A-Part II. The real property described in Exhibit A-Part I and Exhibit A-Part II is part of a shopping center styled Great Northern Mall, the description of which is contained in Exhibit A to a certain Construction Operation and Reciprocal Easement Agreement (the "REA") amongst Grantor, Grantee and Sears, Roebuck & Co., dated December 4, 1987 and to be recorded in Onondaga County Clerk's Office, New York. Grantee's exercise of the rights and easements herein granted shall be done in such manner as to cause the least possible interference with the operations of the other Parties to the REA and with no obstruction or interference with the free flow of pedestrian and vehicular traffic over the land described in Exhibit A-Part II except to the extent necessary for the installation, replacement, repair and maintenance of such underground utility lines, apparatus and facilities.

The conveyance herein made and the easements herein granted are subject to the Permitted Exceptions as described in Exhibit B.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

TO HAVE AND TO HOLD, the premises herein granted unto the Grantee and its assigns forever,

Hand to Adams, Bank, Wilson, Public & Co. 190 East Main Street, Buffalo, N.Y. 14204

*3230
150*

RECEIVED
\$ *EV*
REAL ESTATE
MAY 26 1988
TRANSFER TAX
ONONDAGA
COUNTY
13066

TT 10:54 AM 05/26/88 0067 .007
D05 10:54 AM 05/26/88 0066 26.507
E R

EXHIBIT A - PART I

unfiled

All that tract or parcel of land containing 11.117 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall Survey", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, having Drawing No. 1563A-87, and being more particularly bounded and described as follows:

Commencing at a point in the original centerline of Baldwinsville-Cicero S. H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

- A. N 03°08'57" W, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville - Cicero S. H. No. 1039 (N.Y.S. Route 31); thence
- B. N 87°17'58" E, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 495.37 feet to a point; thence
- C. N 03°15'02" W, a distance of 111.74 feet to the Point of Beginning of the hereinafter described parcel; thence
 - 1. N 03°15'02" W, a distance of 187.23 feet to a point; thence
 - 2. S 86°44'58" W, a distance of 225.00 feet to a point; thence
 - 3. N 03°15'02" W, a distance of 454.71 feet to a point; thence
 - 4. N 86°44'58" E, a distance of 88.67 feet to a point; thence
 - 5. S 48°15'02" E, a distance of 64.99 feet to a point; thence
 - 6. N 86°44'58" E, a distance of 482.72 feet to a point; thence
 - 7. S 48°15'02" E, a distance of 194.85 feet to a point; thence
 - 8. N 41°44'58" E, a distance of 124.00 feet to a point; thence
 - 9. S 48°15'02" E, a distance of 279.58 feet to a point; thence
 - 10. S 03°15'02" E, a distance of 172.35 feet to a point; thence

DEED
BOOK 3446 PAGE 270

11. Southwesterly, along a curve to the right, having a radius of 347.00 feet, through a central angle of $30^{\circ}00'00''$, a distance of 181.69 feet to a point of tangency; thence
12. S $86^{\circ}44'58''$ W, a distance of 87.79 feet to a point of curvature; thence
13. Southwesterly, along a curve to the left, having a radius of 200.00 feet through a central angle of $30^{\circ}00'00''$, a distance of 104.72 feet to a point of tangency; thence
14. S $56^{\circ}44'58''$ W, a distance of 26.39 feet to a point; thence
15. S $03^{\circ}15'02''$ E, a distance of 41.57 feet to a point; thence
16. S $56^{\circ}44'58''$ W, a distance of 36.64 feet to a point of curvature; thence
17. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of $30^{\circ}00'00''$, a distance of 130.90 feet to a point of tangency; thence
18. S $86^{\circ}44'58''$ W, a distance of 230.00 feet to a point of curvature; thence
19. Northwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of $10^{\circ}16'59''$, a distance of 44.87 feet to the Point of Beginning.

EXHIBIT A - PART II

Included

All that tract or parcel of land containing 0.672 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Survey", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, ^{AND BEING PART OF 274.12 ACRES TOWN} and being more particularly bounded and described as follows:

Commencing at a point in the original centerline of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

A. N 03°08'57" W, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence

B. N 87°17'58" E, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 157.91 feet to the Point of Beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall

by line of S.H. No. 1039 a distance of 50.95 feet to the Point of Beginning.

DEED
BOOK 3446 PAGE 272

1. N 03°15'02" W, a distance of 237.86 feet to a point; thence
2. N 86°44'58" E, a distance of 80.00 feet to a point; thence
3. N 86°44'58" E, a distance of 67.57 feet to a point of curvature; thence
4. Southeasterly, along a curve to the right having a radius of 117.05 feet through a central angle of 45°06'03", a distance of 92.14 feet to a point of reverse curvature; thence
5. Continuing southeasterly, along a curve to the left having a radius of 214.00 feet through a central angle of 33°03'50", a distance of 123.49 feet to a point of intersection with the westerly line of the Adcor Site; thence
6. S 03°15'02" E, along the aforementioned westerly line of the Adcor Site, a distance of 36.69 feet to a point; thence
7. Northwestery, along a curve to the right having a radius of 250.00 feet through a central angle of 34°49'04", a distance of 151.92 feet to a point of reverse curvature; thence
8. Continuing northwesterly, along a curve to the left having a radius of 81.05 feet through a central angle of 45°06'03", a distance of 63.80 feet to a point of tangency; thence
9. S 86°44'58" W, a distance of 67.57 feet to a point; thence
10. S 03°15'02" E, a distance of 202.63 feet to a point of intersection with the aforementioned northerly right-of-way line of N.Y.S. Route 31; thence
11. S 87°17'58" W, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 80.00 feet to the Point of Beginning.

04952

EXHIBIT "B"

PERMITTED EXCEPTIONS

Exceptions as contained in Schedule B of Monroe Abstract & Title Corporation Policy of Title Insurance No. 51033-S, all of which exceptions are recorded. (Developer) and BEARS, BOLSHACK AND CO., a New York corporation having its principal office at the Sears Tower, Chicago, Illinois 60684 ("Bears"):

Developer is the sole title holder of a certain parcel of real estate containing approximately 12.100 acres located in the Town of Glens, County of Oneida and State of New York locally described as follows: (The Bears & Co.) and

ONONDAGA COUNTY CLERKS OFFICE
Deed, Recorded on the
26 day of May 1988
10:57 AM in Book 3446 Page 273
and examined.

Elaine Lytel
COUNTY CLERK

26-50
9

DEED BOOK 3329 PAGE 141

Form B - 8/1/72
Rev. 8/14/75

17-500

F

UNDERGROUND LINE EASEMENT

THIS INDENTURE, made the 26 day of January, 1987 by and between Kathleen J. Higgs of the Town of Clay, County of Seneca State of New York, hereinafter called the "Grantor", and NIAGARA MOHAWK POWER CORPORATION, a public service corporation of the State of New York, having its principal office at 300 Erie Boulevard West, Syracuse, New York, and New York Telephone Co. 1895 Avenue of the Americas N.Y. N.Y. together hereinafter referred to as the "Companies:"

01245

1987 JAN 30 AM 01:30:57 3329

WITNESSETH

CLAY

That the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Companies, the receipt whereof is hereby acknowledged, has granted and released and does hereby grant and release to the Companies, their successors and assigns, the exclusive and permanent right of way and easement to build, rebuild, relocate, operate, repair, maintain, renew and at their pleasure remove underground street lighting, electric, gas, communication systems, including cables, conduit, wires, pedestals, closures, handholes, transformers, gas pipe and pipelines and such other appurtenant or supporting apparatus, structures or markers as the Companies, or such assignees as the Companies may mutually elect, may now or shall from time to time hereafter deem necessary for the transmission and distribution of electricity and gas and the rendition of communication service upon, aboveground, under, through, and across strips of land TEN FEET in width owned by Grantor, situate in Farm Lot No. 24 located in Town of Clay, County of Seneca State of New York, the center line of said easement strip indicated on the sketch attached hereto and made a part hereof, including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said easement strips with the further right to cut roots or remove trees, shrubs, or other obstructions within or adjacent to the easement area herein described, as shall be reasonably necessary to keep cables, conduit, pipes, wires and other appurtenant apparatus free from interference.

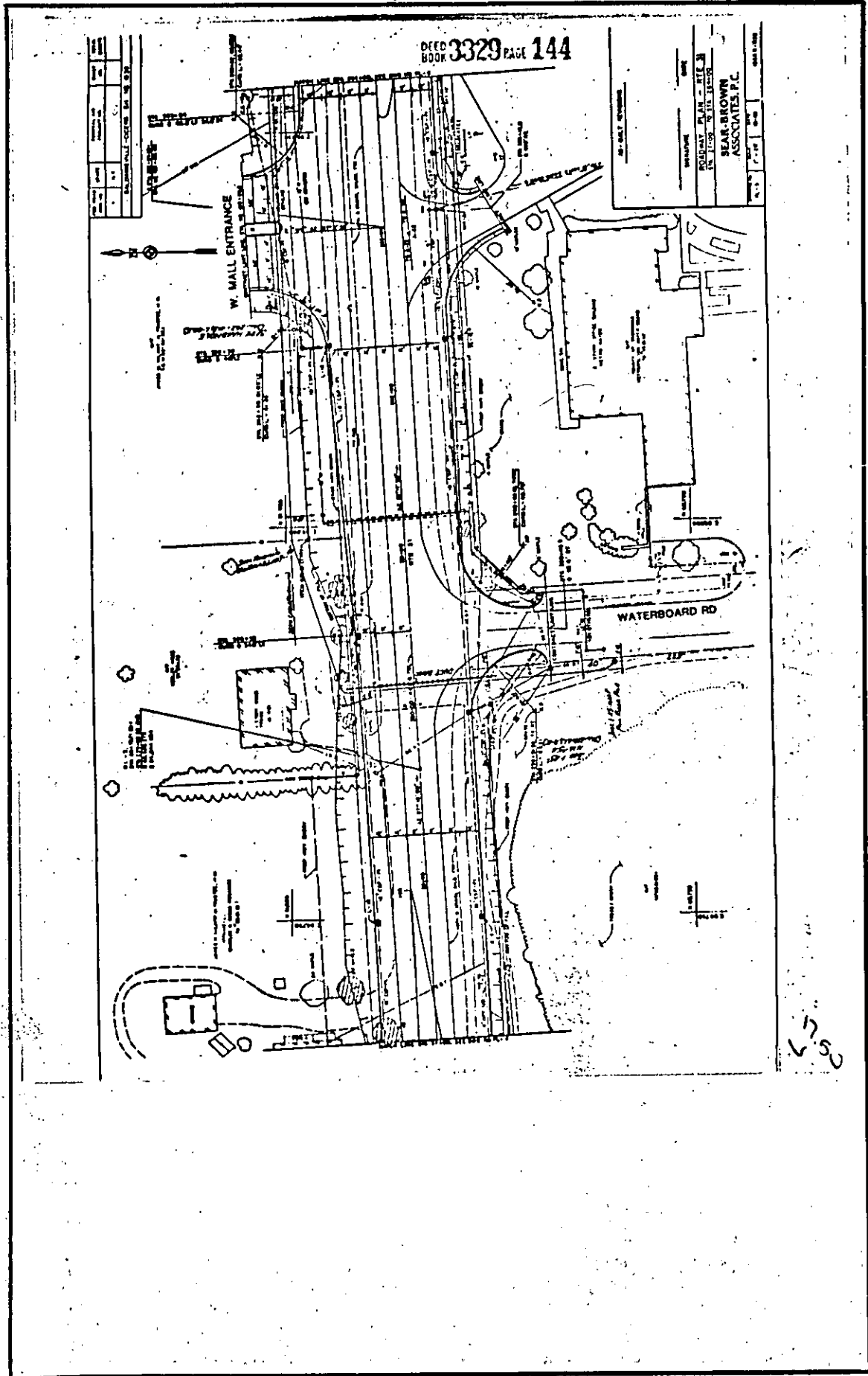
It being the understanding of the parties hereto that the exclusive and permanent right of way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip and to prohibit surface or subsurface structures or other wise, which might damage

*Niagara Mohawk Power Corp - Right of way
300 Erie Blvd W RWB
Syracuse, N.Y. 13202*

RECEIVED
\$ 1.00
REAL ESTATE
JAN 30 1987
SENeca COUNTY

14660

2



ONONDAGA COUNTY WATER AUTHORITY "No Fee for Revenue Stamp"
13000 Salina Road, P.O. Box 9
Salina, New York 13211

DEED BOOK 3668 PAGE 289

PROJECT NO. AP2442

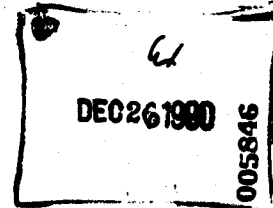
RIGHT OF WAY - FORM NO. 2

CLAY

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which Sears, Roebuck and Co.

hereinafter called the Grantor(s), hereby grant(s) and releases unto said Grantee, its 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 Lot No. 24, Block No. 1, of the Town of Clay, County of Onondaga, and State of New York.

See attached description.



unfiled
✓

3510
195

FORM 14C
(12/89)

E TT 9147 AM 12/26/90 1555 *HP* .00/

R DDB 9146 AM 12/26/90 1554 .00/

DEED 3668 PAGE 291

00122/1563A/16
6/17/88 SASDESCRIPTION OF WATERMAIN EASEMENT TO BE
CONVEYED BY ADCOR TO ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.261 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall", Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands, ; thence

- A. N 03°15'02" W, along the westerly boundary line of the aforementioned Adcor lands, a distance of 204.13 feet to the Point of Beginning; thence
1. N 03°15'02" W, continuing along the aforementioned westerly boundary line, a distance of 20.00 feet to a point; thence
2. N 86°44'58" E, a distance of 180.63 feet to a point; thence
3. N 03°15'02" W, a distance of 87.00 feet to a point; thence
4. N 86°44'58" E, a distance of 44.00 feet to a point; thence
5. S 03°15'02" E, a distance of 20.00 feet to a point; thence
6. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 4, a distance of 24.00 feet to a point; thence
7. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 67.00 feet to a point; thence
8. N 86°44'58" E, a distance of 53.00 feet to a point; thence
9. S 03°15'02" E, a distance of 20.00 feet to a point; thence
10. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 8 and course 2, a distance of 128.25 feet to a point; thence
11. S 03°15'02" E, a distance of 204.13 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence
12. S 86°44'58" W, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence
13. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 11, a distance of 204.13 feet to a point; thence
14. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 2, a distance of 105.38 feet to the Point of Beginning.

DEEDS
BOOK 3668 PAGE 29200120/1563/17
6/17/88 SAS

Also, all that tract or parcel of land containing 0.674 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands; thence

- A. N 86°44'58" E, along the southerly boundary line of lands now or formerly Adcor, a distance of 225.00 feet to a corner of the aforementioned Adcor lands; thence
- B. S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 32.96 feet to the Point of Beginning; thence
 1. S 86°07'32" E, a distance of 144.36 feet to an angle point; thence
 2. N 86°44'58" E, a distance of 137.88 feet to a point; thence
 3. N 03°15'02" W, a distance of 93.00 feet to a point; thence
 4. N 86°44'58" E, a distance of 20.00 feet to a point; thence
 5. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 93.00 feet to a point; thence
 6. N 86°44'58" E, a distance of 36.04 feet to an angle point; thence
 7. N 43°34'25" E, a distance of 47.25 feet to an angle point; thence
 8. N 03°15'02" W, a distance of 198.81 feet to an angle point; thence
 9. N 41°44'58" E, a distance of 60.61 feet to an angle point; thence
 10. N 86°44'58" E, a distance of 15.64 feet to a point; thence
 11. N 03°15'02" W, a distance of 6.56 feet to an angle point; thence
 12. N 30°40'46" W, a distance of 77.88 feet to a point; thence
 13. S 67°23'26" W, a distance of 20.93 feet to a point; thence
 14. N 22°36'34" W, a distance of 20.00 feet to a point; thence
 15. N 67°23'26" E, intending to make a line parallel with and 20 feet northwesterly from course 13, a distance of 38.29 feet to a point; thence
 16. S 30°40'46" E, intending to make a line parallel with and 20 feet northeasterly from course 12, a distance of 100.13 feet to an angle point; thence

DEEDS
BOOK 3668 PAGE 293CG12U/1563A/16
6/17/88 SAS

17. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 11, a distance of 11.44 feet to a point; thence
18. N 86°44'58" E, a distance of 277.06 feet to an angle point; thence
19. N 48°45'03" E, a distance of 11.98 feet to an angle point; thence
20. N 03°15'02" W, a distance of 9.34 feet to a point on the northeasterly boundary line of lands now or formerly Adcor; thence
21. S 48°15'02" E, along the aforementioned northeasterly boundary line, a distance of 27.56 feet to a point; thence
22. S 48°45'03" W, intending to make a line parallel with and 20 feet southeasterly from course 19, a distance of 27.98 feet to an angle point; thence
23. S 86°44'58" W, a distance of 156.94 feet to a point; thence
24. S 03°15'02" E, a distance of 261.00 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence
25. S 86°44'58" W, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence
26. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 24, a distance of 261.00 feet to a point; thence
27. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 18, and course 10, a distance of 134.36 feet to an angle point; thence
28. S 41°44'58" W, intending to make a line parallel with and 20 feet southeasterly from course 9, a distance of 44.04 feet to an angle point; thence
29. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 8, a distance of 199.19 feet to an angle point; thence
30. S 43°34'25" W, intending to make a line parallel with and 20 feet southeasterly from course 7, a distance of 63.82 feet to an angle point; thence
31. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 6 and course 2, a distance of 203.08 feet to an angle point; thence
32. N 86°07'32" W, intending to make a line parallel with and 20 feet southwesterly from course 1, a distance of 143.11 feet to a point on the westerly boundary line of lands now or formerly Adcor; thence
33. N 03°15'02" W, along the aforementioned westerly boundary line, a distance of 20.16 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

U/ 63A
C 14-81 SAS
DEPT 3
BOOK 3668 PAGE 294

DESCRIPTION OF WATERMAIN EASEMENT IN RE
CONVEYED BY SEARS TO ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.715 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Sears; thence

- A. N 03°15'02" W, along the westerly boundary line of lands now or formerly Sears, a distance of 95.00 feet to the Point of Beginning; thence
1. N 03°15'02" W, continuing along the aforementioned westerly boundary line of Sears, a distance of 20.00 feet to a point; thence
2. N 86°44'58" E, a distance of 15.00 feet to a point; thence
3. N 03°15'02" W, a distance of 26.50 feet to a point; thence
4. N 86°44'58" E, a distance of 20.00 feet to a point; thence
5. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course No. 3, a distance of 26.50 feet to a point; thence
6. N 86°44'58" E, a distance of 283.50 feet to a point; thence
7. N 03°15'02" W, a distance of 27.00 feet to a point; thence
8. N 86°44'58" E, a distance of 20.00 feet to a point; thence
9. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 7, a distance of 27.00 feet to a point; thence
10. N 86°44'58" E, a distance of 107.36 feet to an angle point; thence
11. N 41°44'58" E, a distance of 24.24 feet to an angle point; thence
12. N 03°15'02" W, a distance of 467.72 feet to an angle point; thence
13. N 48°15'02" W, a distance of 8.69 feet to an angle point; thence
14. S 86°44'58" W, a distance of 478.36 feet to a point on the westerly boundary line of lands now or formerly Sears; thence
15. N 03°15'02" W, along the aforementioned westerly boundary line of Sears, a distance of 20.00 feet to a point; thence
16. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 14, a distance of 299.00 feet to a point; thence
17. N 03°15'02" W, a distance of 34.00 feet to a point; thence

CJ120/1563A/B
6-14-88 14:06:00 PAGE 295

- 18. N 86°44'58" E, a distance of 20.00 feet to a point; thence
- 19. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 17, a distance of 34.00 feet to a point; thence
- 20. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 14, a distance of 167.64 feet to an angle point; thence
- 21. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 13, a distance of 25.25 feet to an angle point; thence
- 22. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 12, a distance of 220.14 feet to a point; thence
- 23. N 86°44'58" E, a distance of 11.00 feet to a point; thence
- 24. S 03°15'02" E, a distance of 20.00 feet to a point; thence
- 25. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 23, a distance of 11.00 feet to a point; thence
- 26. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 12, a distance of 244.14 feet to an angle point; thence
- 27. S 41°44'58" W, intending to make a line parallel with and 20 feet southeasterly from course 11, a distance of 40.81 feet to an angle point; thence
- 28. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 10, course 6, and course 2, a distance of 454.14 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

ONONDAGA COUNTY CLERKS OFFICE
Deed, Recorded on the
26 day of Dec 1988
9:46 AM in Book 3667 Page 289
and examined.

Elaine Lytel
COUNTY CLERK

26/12

"NO FEE FOR REVENUE STAMP"

3708-15E 285

AP2442

MJM00014.RE

When recorded, return to:

TYPE OF EASEMENT:

Onondaga County Water Authority
Attn: Tom Pasqua
P.O. Box 9
Syracuse, NY 13211

- Power
- Water
- Telephone
- CATV
- Sanitary Sewer
- Natural Gas

CLAY

007340

EASEMENT

1. Grant of Easement. For a valuable consideration, Adcor Realty Corporation, a New York corporation having its principal office at 611 Olive, St. Louis, Missouri 63101 ("Grantor"), does hereby quitclaim 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 ("Grantee"), its successors and assigns, for the purposes hereinafter set forth, and for such purposes only, a nonexclusive easement and right-of-way under and across the lands of Grantor situated in the Town of Clay, County of Onondaga, State of New York, more particularly described on Exhibit "A" attached hereto and made a part hereof, and more particularly shown on the map attached hereto and made a part hereof as Exhibit "B" (the "Easement Property").

The easement and right-of-way herein described (the "Easement") shall only be used by Grantee to construct, lay, install, operate, use, maintain, alter, repair, replace and inspect and/or remove, from time to time underground lines of pipes for the collection, transportation and distribution of water in the area beneath the surface of the ground and all necessary or desirable surface or subsurface appurtenances subject to the limitations set forth in this Easement.

Except as expressly approved in writing by Grantor, no structure shall be maintained by Grantee upon the surface of the ground.

Grantee shall have the right of reasonable ingress and egress to the Easement Property over the Grantor's property, which property is described on Exhibit "C" attached hereto and made a part hereof and includes the Easement Property (the "Adcor Property"), subject to the uses which Grantor is then making of the applicable surface areas of the Adcor Property.

2. Reservations. Grantor retains the right to use (i) the surface and (ii) to the extent such use is not inconsistent with Grantee's use thereof, the subsurface areas of the Easement Property in such manner as Grantor shall deem proper. Grantor

R
DSS 9:19 AM 07/16/91 2731

.00/

Exhibit A

DEED 3708 PAGE 290

1563A/1
6/17/88 S.A.S.
Rev. 4/11/91DESCRIPTION OF WATERMAIN EASEMENT TO BE
CONVEYED BY ADCOR TO ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.261 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, being lands conveyed to Adcor Realty Corp. by deed recorded in the Onondaga County Clerk's office in Book 3446 of Deeds at Page 267, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of said lands of Adcor, a distance of 454.71 feet from the northwesterly corner of said lands; thence

A. N 03°15'02" W, along the westerly boundary line of the aforementioned Adcor lands, a distance of 204.13 feet to the Point of Beginning; thence

1. N 03°15'02" W, continuing along the aforementioned westerly boundary line, a distance of 20.00 feet to a point; thence

2. N 86°44'58" E, a distance of 180.63 feet to a point; thence

3. N 03°15'02" W, a distance of 87.00 feet to a point; thence

4. N 86°44'58" E, a distance of 44.00 feet to a point; thence

5. S 03°15'02" E, a distance of 20.00 feet to a point; thence

6. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 4, a distance of 24.00 feet to a point; thence

7. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 67.00 feet to a point; thence

8. N 86°44'58" E, a distance of 53.00 feet to a point; thence

9. S 03°15'02" E, a distance of 20.00 feet to a point; thence

10. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 8 and course 2, a distance of 128.25 feet to a point; thence

11. S 03°15'02" E, a distance of 204.13 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence

12. S 86°44'58" W, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence

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1563A/2
6/17/88 S.A.S.
Rev. 4/11/91

13. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 11, a distance of 204.13 feet to a point; thence

14. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 2, a distance of 105.38 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 0.674 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to Be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, and having drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly Adcor, being lands conveyed to Adcor Realty Corp. by deed recorded in the Onondaga County Clerk's office in Book 3446 of Deeds at Page 267, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of said lands of Adcor, a distance of 454.71 feet from the northwesterly corner of said lands; thence

A. N 86°44'58" E, along the southerly boundary line of lands now or formerly Adcor, a distance of 225.00 feet to a corner of the aforementioned Adcor lands; thence

B. S 03°15'02" E, along the westerly boundary line of lands now or formerly Adcor, a distance of 32.96 feet to the Point of Beginning; thence

1. S 86°07'32" E, a distance of 144.37 feet to an angle point; thence
2. N 86°44'58" E, a distance of 137.88 feet to a point; thence
3. N 03°15'02" W, a distance of 93.00 feet to a point; thence
4. N 86°44'58" E, a distance of 20.00 feet to a point; thence
5. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 93.00 feet to a point; thence
6. N 86°44'58" E, a distance of 36.04 feet to an angle point; thence
7. N 43°34'25" E, a distance of 47.25 feet to an angle point; thence
8. N 03°15'02" W, a distance of 198.81 feet to an angle point; thence
9. N 41°44'58" E, a distance of 60.61 feet to an angle point; thence
10. N 86°44'58" E, a distance of 15.64 feet to a point; thence
11. N 03°15'02" W, a distance of 6.56 feet to an angle point; thence

DEED 3708 PAGE 292

1563A/3
6/17/88 S.A.S.
Rev. 4/11/91

12. N 30°40'45" W, a distance of 77.88 feet to a point; thence
13. S 67°23'26" W, a distance of 20.93 feet to a point; thence
14. N 22°36'34" W, a distance of 20.00 feet to a point; thence
15. N 67°23'26" E, intending to make a line parallel with and 20 feet northwesterly from course 13, a distance of 38.29 feet to a point; thence
16. S 30°40'45" E, intending to make a line parallel with and 20 feet northeasterly from course 12, a distance of 100.13 feet to an angle point; thence
17. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 11, a distance of 11.44 feet to a point; thence
18. N 86°44'58" E, a distance of 277.06 feet to an angle point; thence
19. N 48°45'03" E, a distance of 11.98 feet to an angle point; thence
20. N 03°15'02" W, a distance of 9.34 feet to a point on the northeasterly boundary line of lands now or formerly Adcor; thence
21. S 48°15'02" E, along the aforementioned northeasterly boundary line, a distance of 27.56 feet to a point; thence
22. S 48°45'03" W, intending to make a line parallel with and 20 feet southeasterly from course 19, a distance of 27.98 feet to an angle point; thence
23. S 86°44'58" W, a distance of 156.94 feet to a point; thence
24. S 03°15'02" E, a distance of 261.00 feet to a point on the southerly boundary line of lands now or formerly Adcor; thence
25. S 86°44'58" W, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence
26. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 24, a distance of 261.00 feet to a point; thence
27. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 18, and course 10, a distance of 134.36 feet to an angle point; thence
28. S 41°44'58" W, intending to make a line parallel with and 20 feet southeasterly from course 9, a distance of 44.04 feet to an angle point; thence

1563A/4
6/17/88 S.A.S.
Rev. 4/11/91

29. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 8, a distance of 199.19 feet to an angle point; thence

30. S 43°34'25" W, intending to make a line parallel with and 20 feet southeasterly from course 7, a distance of 63.82 feet to an angle point; thence

31. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 6 and course 2, a distance of 203.08 feet to an angle point; thence

32. N 86°07'32" W, intending to make a line parallel with and 20 feet southwesterly from course 1, a distance of 143.11 feet to a point on the westerly boundary line of lands now or formerly Adcor; thence

33. N 03°15'02" W, along the aforementioned westerly boundary line, a distance of 20.16 feet to the Point of Beginning.

Subject to easements or encumbrances of record.

Box 301
Map 162

16 Deed, Recorded on the
day of July 1991 at
9:10 A.M. in Book 328 Page 285 &c
and examined.

Germund T. Hoyer

COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

(Space Reserved)

Prepared By:
Jessica Wasserstrom, Esq.
Lionheart Capital, LLC
4218 NE 2nd Avenue
Miami, FL 33137

Upon recording return to:
Kevin Pole, Esq.
Bond, Schoeneck & King, PLLC
One Lincoln Center
110 West Fayette St
Syracuse, NY 13202-1355
315.218.8146

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED, made and entered into as of December 17, 2021, between 4081 NYS 31, LLC, a New York limited liability company, herein called the "Grantor", having a mailing address of 4218 NE 2nd Avenue, Miami, Florida 33137, and CLAY 4081 RT 31, LLC, a New York limited liability company, herein called the "Grantee", having a mailing address of 4081 NY State Route 31 Clay, Onondaga County, New York, 13041,

WITNESSETH that, in consideration of One Dollars and No/100 Dollars (\$1.00) in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby transfer and convey unto Grantee all Grantor's right, title and interest in and to the parcel of land situated in Onondaga County, New York particularly described in Exhibit "A" attached hereto and made a part hereof, together with all buildings and other improvements located thereon, and together with all fixtures, rights, members, easements, minerals, flowers, shrubs, crops, trees, timber, emblements, tenements, hereditaments, reversions,

EXHIBIT "A"

PROPERTY DESCRIPTION

PARCEL I

ALL THAT TRACT OR PARCEL OF LAND containing 11.117 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Survey", prepared by Sear-Brown Associates, P.C., dated October 14, 1977, having Drawing No. 1563A-87, being part of Farm Lot No. 24 in said Town and being more particularly bounded and described as follows:

COMMENCING at a point in the original center line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

(A) North 03° 08' 57" West, a distance of 33.00 feet to a point on the northerly right of way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence

(B) North 87° 17' 58" East along the aforementioned northerly right of way line of N.Y.S. Route 31, a distance of 495.37 feet to a point; thence

(C) North 03° 15' 02" West, a distance of 111.74 feet to the Point of Beginning of the hereinafter described parcel; thence

(1) North 03° 15' 02" West, a distance of 187.23 feet to a point; thence

(2) South 86° 44' 58" West, a distance of 225.00 feet to a point; thence

(3) North 03° 15' 02" West, a distance of 454.71 feet to a point; thence

(4) North 86° 44' 58" East, a distance of 88.67 feet to a point; thence

(5) South 48° 15' 02" East, a distance of 64.99 feet to a point; thence

(6) North 86° 44' 58" East, a distance of 482.72 feet to a point; thence

(7) South 48° 15' 02" East, a distance of 194.85 feet to a point; thence

(8) North 41° 44' 58" East, a distance of 124.00 feet to a point; thence

(9) South 48° 15' 02" East, a distance of 279.58 feet to a point; thence

(10) South 03° 15' 02" East, a distance of 172.35 feet to a point; thence

(11) southwesterly, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30° 00' 00", a distance of 181.69 feet to a point of tangency; thence

(12) South 86° 44' 58" West, a distance of 87.79 feet to a point of curvature; thence

(13) southwesterly, along a curve to the left, having a radius of 200.00 feet through a central angle of 30° 00' 00", a distance of 104.72 feet to a point of tangency; thence

(14) South 56° 44' 58" West, a distance of 26.39 feet to a point; thence

- (15) South 03° 15' 02" East, a distance of 41.57 feet to a point; thence
- (16) South 56° 44' 58" West, a distance of 36.64 feet to a point of curvature; thence
- (17) southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 30° 00' 00", a distance 130.90 feet to a point of tangency; thence
- (18) South 86° 44' 58" West, a distance of 230.00 feet to a point of curvature; thence
- (19) northwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 10° 16' 59", a distance of 44.87 feet to the Point of Beginning.

PARCEL II

TOGETHER with non-exclusive perpetual easements for the benefit of Parcel I in the following described parcel for (i) ingress and egress to and from N.Y. 31 and Parcel I and for (ii) the installation, use, operation, maintenance, repair, replacement, relocation and removal of underground utility lines, apparatus and facilities:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga, State of New York and being part of Farm Lot No. 24 in said Town and being more particularly bounded and described as follows:

COMMENCING at a point in the original center line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

(A) North 03° 08' 57" West, a distance of 33.00 feet to a point on the northerly right of way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence

(B) North 87° 17' 58" East, along the aforementioned northerly right of way line of N.Y.S. Route 31, a distance of 157.91 feet to the point of beginning of the hereinafter described parcel;

thence the following courses through lands of Great Northern Mall:

- (1) North 03° 15' 02" West, a distance of 237.86 feet to a point; thence
- (2) North 86° 44' 58" East, a distance of 80.00 feet to a point; thence
- (3) North 86° 44' 58" East, a distance of 67.57 feet to a point of curvature; thence
- (4) southeasterly, along a curve to the right having a radius of 117.05 feet through a central angle of 45° 06' 03", a distance of 92.14 feet to a point of reverse curvature; thence
- 5) continuing southeasterly, along a curve to the left, having a radius of 214.00 feet through a central angle of 33° 03' 50", a distance of 123.49 feet to a point of intersection with the westerly line of the Adcor Site; thence
- (6) South 03° 15' 02" East, along the aforementioned westerly line of the Adcor Site, a distance of 36.69 feet to a point; thence

(7) northwesterly, along a curve to the right, having a radius of 250.00 feet through a central angle of 34° 49' 04", a distance of 151.92 feet to a point of reverse curvature; thence

(8) continuing northwesterly, along a curve to the left, having a radius of 81.05 feet through a central angle of 45° 06' 03", a distance of 63.80 feet to a point of tangency; thence

(9) South 86° 44' 58" West, a distance of 67.57 feet to a point; thence

(10) South 03° 15' 02" East, a distance of 202.63 feet to a point of intersection with the aforementioned northerly right of way line of N.Y.S. Route 31; thence

(11) South 87° 17' 58" West, along the aforementioned northerly right of way line of N.Y.S. Route 31, a distance of 80.00 feet to the point of beginning.

PARCEL III

TOGETHER with non-exclusive easements including but not limited to easements for ingress and egress, parking, pedestrian access, utilities, sewer and storm drainage, as granted by that certain Construction, Operation and Reciprocal Easement Agreement (hereinafter "REA") between Great Northern Mall, a New York partnership, Adcor Realty Corporation and Sears, Roebuck and Co., dated December 4, 1987 and recorded in the Onondaga County Clerk's Office on May 26, 1988 in Liber 3446 of Deeds, Page 283.

As amended by Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement between Great Northern Mall, a New York general partnership, Adcor Realty Corporation and Sears, Roebuck and Co., dated March 9, 1989 and recorded in the Onondaga County Clerk's Office on April 25, 1989 in Liber 3526 of Deeds, Page 10.

As further amended by Amendment No. 2 to Construction, Operation and Reciprocal Easement Agreement between Great Northern Mall, L.P., a New York limited partnership, The May Department Stores Company as successor in interest by merger to Adcor Realty Corporation and Sears, Roebuck and Co., dated November 29, 1993 and recorded in the Onondaga County Clerk's Office December 16, 1993 in Liber 3893 of Deeds, Page 222.

As further amended by Amendment No. 3 to Construction, Operation and Reciprocal Easement Agreement between Great Northern Mall, L.P., a New York limited partnership, The May Department Stores Company as successor in interest by merger to Adcor Realty Corporation and Sears, Roebuck and Co., dated August 16, 1994 and recorded in the Onondaga County Clerk's Office September 1, 1994 in Liber 3950 of Deeds, Page 56.

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EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Supplemental Agreement dated December 4, 1987 entered into between Great Northern Mall, a New York general partnership, and Adcor Realty Corporation, a New York corporation.
2. Construction, Operation and Reciprocal Easement Agreement dated December 4, 1987 entered into between Great Northern Mall, a New York general partnership, Adcor Realty Corporation, a New York corporation and Sears, Roebuck and Co., a New York corporation, recorded May 26, 1988 in the Onondaga County Clerk's Office in Liber 3446 of Deeds at Page 283.
3. Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement dated March 9, 1989 entered into between Great Northern Mall, a New York general partnership, Adcor Realty Corporation, a New York corporation and Sears, Roebuck and Co., a New York corporation, recorded April 25, 1989 in the Onondaga County Clerk's Office in Liber 3526 of Deeds at Page 10.
4. Amendment No. 2 to Construction, Operation and Reciprocal Easement Agreement dated November 29, 1993 entered into between Great Northern Mall, L.P., a New York limited partnership, The May Department Stores Company, a New York corporation as successor in interest by merger to Adcor Realty Corporation, a New York corporation and Sears, Roebuck and Co., a New York corporation, recorded December 16, 1993 in the Onondaga County Clerk's Office in Liber 3893 of Deeds at Page 222.
5. Amendment No. 1 to Supplemental Agreement dated April 8, 1994 entered into between Great Northern Mall, L.P., a New York limited partnership, and The May Department Stores Company, a New York corporation as successor in interest by merger to Adcor Realty Corporation, a New York corporation.
6. Amendment No. 3 to Construction, Operation and Reciprocal Easement Agreement dated August 16, 1994 entered into between Great Northern Mall, L.P., a New York limited partnership, The May Department Stores Company, a New York corporation as successor in interest by merger to Adcor Realty Corporation, a New York corporation and Sears, Roebuck and Co., a New York corporation.
7. Liens of supplemental taxes, if any assessed.
8. Any laws, regulations, ordinances (including but not limited to zoning, building and environmental) as to the use, occupancy, subdivision or improvement of the property adopted or imposed by any governmental body, or the effect of any non-compliance with or any violation thereof, including but not limited to, any disclosure and/or report required by ordinance.

9. Matters which were or are caused or created by acts done or suffered by Grantee.
10. All covenants, conditions, limitations, restrictions, rights, rights-of-way, liens, encumbrances, agreements and other matters of record.
11. Real estate taxes and assessments for the current and prior tax years which may be hereafter assessed, not yet due and payable.
12. Any encroachment, encumbrance, violation, variation, adverse circumstance or other state of facts affecting the Property that would be disclosed by an accurate and complete survey of the Property and/or personal inspection of the Property. The term "encroachment" includes encroachments of existing improvements located on the land onto adjoining land, and encroachments onto the land of existing improvements located on adjoining land.
13. Easement granted to Niagara Mohawk Power Corporation by instrument dated December 16, 1958, and recorded January 5, 1959, in the Onondaga County Clerk's Office in Liber 1934 of Deeds, at page 601.
14. Easement appropriated by Notice of Appropriation to George W. Dark and Luetta Dark, his wife; Niagara Mohawk Power Corporation, and Vernon Gaylord, dated October 21, 1960, and recorded October 21, 1960, in the Onondaga County Clerk's Office in Liber 2018 of Deeds, at page 617. (Affects Parcel III)
15. Easement granted to County of Onondaga, acting for and in behalf of Onondaga County Water District by instrument dated January 4, 1965, and recorded January 20, 1965, in the Onondaga County Clerk's Office in Liber 2233 of Deeds at page 42. (Affects Parcel III)
16. Easement granted to Power Authority of the State of New York, Niagara Power Project by instrument dated June 16, 1960, and recorded June 16, 1960, in the Onondaga County Clerk's Office in Liber 2000 of Deeds, at page 363. (Affects Parcel III)
17. Permanent Easement granted to Power Authority of the State of New York by instrument dated June 9, 1960, and recorded June 16, 1960, in the Onondaga County Clerk's Office in Liber 2000 of Deeds, at page 374.
18. Easement granted to County of Onondaga, acting for and in behalf of the Onondaga County Water District by instrument dated February 27, 1965, and recorded March 29, 1965, in the Onondaga County Clerk's Office in Liber 2241 of Deeds, at page 29. (Affects Parcel 111)
19. Permanent Easement appropriated by Notice of Appropriation to Earl S. Delong and Hazel S. Delong, his wife, Niagara Mohawk Power Corporation and New York Telephone Company, dated March 29, 1960, and recorded October 26, 1960, in the Onondaga County Clerk's Office in Liber 2019 of Deeds, at page 465. (Affects Parcel III)

20. Easement granted to County of Onondaga, acting for and in behalf of Onondaga County Water District by instrument dated April 13, 1965, and recorded April 26, 1965, in the Onondaga County Clerk's Office in Liber 2244 of Deeds, at page 413. (Affects Parcel III)
21. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Company by instrument dated April 3, 1987, and recorded May 7, 1987, in the Onondaga County Clerk's Office in Liber 3350 of Deeds, at page 63; as modified by Easement Amendment dated April 11, 1988 and recorded May 26, 1988, in the Onondaga County Clerk's Office in Liber 3446 of Deeds, Page 265.
22. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Co. by instrument dated January 26, 1987, and recorded January 30, 1987, in the Onondaga County Clerk's Office in Liber 3329 of Deeds, at page 145. (Affects Parcels II and III)
23. Easement granted to Onondaga County Water Authority by instrument dated June 4, 1991, and recorded in the Onondaga County Clerk's Office on July 16, 1991, in Liber 3708 of Deeds, at page 285.
24. Right of Way Easement granted to Town of Clay by instrument dated June 27, 1994, and recorded December 29, 1994, in the Onondaga County Clerk's Office in Liber 3975 of Deeds, at page 41.
25. Easements contained in Deed by and between Great Northern Mall, as Grantor and Adcor Realty Corporation, as Grantee dated December 4, 1987 and recorded in the Onondaga County Clerk's Office on May 26, 1988 in Liber 3446 of Deeds, at page 267.
26. Any state of facts an accurate survey would show.

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27, 126 88

3510 PAGE 195

WARRANTY DEED

CLAY

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THIS INDENTURE, made as of the 11th day of March, Nineteen Hundred and Eighty-Eight, effective as of the 31st day of January, Nineteen Hundred and Eighty-Nine.

BETWEEN, GREAT NORTHERN MALL, a New York general partnership, having its principal office at 1265 Scottsville Road, Rochester, New York 14624, Grantor, and

SEARS, ROEBUCK AND CO., a New York corporation having its principal office at Sears Tower, Chicago, Illinois 60684, Grantee

WITNESSETH, that the Grantor in consideration of One Dollar (\$1.00) lawful money of the United States and other good and valuable consideration paid by the Grantee does hereby grant and release unto the Grantee, its successors and assigns forever,

I. ALL THAT TRACT OR PARCEL OF LAND, containing 12.101 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, with the building improvements thereon, all as more particularly described in Exhibit A-Part I attached hereto and herein incorporated; and

II. (a) A perpetual, non-exclusive right, privilege and easement for the benefit of the land described in Exhibit A-Part I in, over, upon, across and under the land described in Exhibit A-Part II to use the same for roadway purposes including, without limitation, vehicular and pedestrian ingress to and egress from New York State Route 31 and said land described in Exhibit A-Part I and to use, maintain, repair, and replace (but without obligation to do so) roadway improvements thereon; and

(b) A perpetual non-exclusive right and easement for the benefit of lands described in Exhibit A-Part I to install, use, operate, maintain, repair and replace underground utility lines, apparatus and facilities to serve the land described in Exhibit A-Part I and the improvements from time to time thereon, in, under, upon, through and across the land described in Exhibit A-Part II. The real property described in Exhibit A-Part I and Exhibit A-Part II is part of a shopping center styled Great Northern Mall, the description of which is contained in Exhibit A to a certain Construction Operation and Reciprocal Easement Agreement (the "REA") amongst Grantor, Grantee and Adcor Realty Corporation, dated December 4, 1987 and to be recorded in Onondaga County Clerk's Office, New York. Grantee's exercise of the rights and easements herein granted shall be done in such manner as to cause the least possible interference with the operations of the other Parties to the REA and with no obstruction or interference with the free flow of pedestrian and vehicular traffic over the land described in Exhibit A-Part II except to the extent necessary for the installation, replacement, repair and maintenance of such underground utility lines, apparatus and facilities.

The conveyance herein made and the easements herein granted are subject to the Permitted Exceptions as described in Exhibit B.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises,

TO HAVE AND TO HOLD, the premises herein granted unto the Grantee and its successors and assigns forever,

Rec'd and w/dge
Sect 1800
203 North Le Sueur Street
Schenectady, NY 12301
attn: Robert Gregory

R E
TI 11:38 AM 02/14/89 78827126.00
E05 11:38 AM 02/14/89 7725 23.50

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TRANSFER TAX
ONONDAGA
COUNTY

EXHIBIT A - PART I

ALL THAT TRACT OR PARCEL OF LAND, containing 12.101 acres, more or less, situate in the Town of Clay, County of Onondaga and State of New York, all as shown on a map entitled, "Great Northern Mall, Survey of Sears Site" prepared by Sear-Brown Associates, P.C., dated October 14, 1987, having Drawing No. 1563A-87, and last revised February 1, 1989 and being more particularly bounded and described as follows:

P.F.L. 24 CLAY

COMMENCING at a point of intersection of the westerly right-of-way line of Morgan Road (66 feet wide) with the southerly line of lands of Great Northern Mall, said line being the southerly line of lands formerly of June Hullin; thence (A) South 86° 49' 55" West, along the aforementioned southerly line of lands formerly of June Hullin, a distance of 601.74 feet to a point at the northwesterly corner of lands now or formerly of Hendrix Vance, and continuing South 86° 49' 55" West, through lands of Great Northern Mall, and a distance of 139.58 feet to the point of beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall: (1) South 03° 15' 02" East, a distance of 516.57 feet to a point of curvature; (2) Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 19° 41' 47", a distance of 85.94 feet to a point; thence (3) South 86° 44' 58" West, a distance of 608.45 feet to a point; thence (4) North 03° 15' 02" West, a distance of 548.00 feet to a point; thence (5) South 86° 44' 58" West, a distance of 21.50 feet to a point; thence (6) North 03° 15' 02" West, a distance of 302.00 feet to a point; thence (7) North 86° 44' 58" East, a distance of 444.58 feet to a point of curvature; thence (8) Southeasterly, along a curve to the right, having a radius of 200.00 feet, through a central angle of 90° 00' 00", a distance of 314.16 feet to a point of tangency; thence (9) South 03° 15' 02" East, a distance of 49.17 feet to the point of beginning.

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EXHIBIT A - PART II

ALL THAT TRACT OR PARCEL OF LAND, containing 1.101 acres, more or less, situate in the Town of Clay, County of Onondaga and State of New York, all as shown on a map entitled "Great Northern Mall, Survey of Sears Site", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, having Drawing No. 1563A-87, last revised February 1, 1989 and being more particularly bounded and described as follows:

P.F.L. 24 C17

COMMENCING at a point in the original centerline of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds, at Page 521; thence (A) North 03° 08' 57" West, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence (B) North 87° 17' 58" East, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 588.75 feet to an angle point; thence (C) North 86° 44' 58" East, continuing along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 473.88 feet to the Point of Beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall: (1) North 03° 15' 02" West, a distance of 242.00 feet to a point; thence (2) North 86° 44' 58" East, a distance of 74.75 feet to a point of curvature; thence (3) Northeasterly, along a curve to the left, having a radius of 347.00 feet through a central angle of 30° 00' 00", a distance of 181.69 feet to a point of tangency; thence (4) North 56° 44' 58" East, a distance of 508.88 feet to a point of curvature; thence (5) Northeasterly, along a curve to the left, having a radius of 214.00 feet, through a central angle of 36° 48' 46", a distance of 137.50 feet to a point of intersection with the southerly line of the Sears Site; thence (6) North 86° 44' 58" East, along the aforementioned southerly line of the Sears Site, a distance of 38.66 feet to a point; thence (7) Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 40° 18' 13", a distance of 175.86 feet to a point of tangency; thence (8) South 56° 44' 58" West, a distance of 508.88 feet to a point of curvature; thence (9) Southwesterly, along a curve to the right, having a radius of 383.00 feet, through a central angle of 30° 00' 00", a distance of 200.54 feet to a point of tangency; thence (10) South 86° 44' 58" West, a distance of 4.75 feet to a point; thence (11) South 03° 15' 02" East, a distance of 206.00 feet to a point of intersection with the aforementioned northerly right-of-way line of N.Y.S. Route 31; thence (12) South 86° 44' 58" West, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 70.00 feet to the point of beginning.

Unfiled

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Defects and encumbrances arising or becoming a lien after the date hereof, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to, zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvements of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvements, unless this policy specifically provides that such titles, rights or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. Easement granted to Niagara Mohawk Power Corporation, dated December 16, 1958 and recorded January 5, 1959 in the Onondaga County Clerk's Office in Liber 1934 of Deeds, Page 601.
8. Easement appropriated by Notice of Appropriation to George W. Dark and Luetta Dark, his wife; Niagara Mohawk Power Corporation, and Vernon Gaylord, dated October 21, 1960 and recorded October 21, 1960 in the Onondaga County Clerk's Office in Liber 2018 of Deeds, Page 617, as Map No. OC-823, Parcel No. 827.
9. Easement granted to the County of Onondaga, acting for and in behalf of Onondaga County Water District, dated January 4, 1965 and recorded January 20, 1965 in the Onondaga County Clerk's Office in Liber 2233 of Deeds, Page 42.

SCHEDULE "B" (Continued)

- 10. Easement granted to Power Authority of the State of New York, Niagara Power Project, dated June 16, 1960 and recorded June 16, 1960 in the Onondaga County Clerk's Office in Liber 2000 of Deeds, Page 363.
- 11. Permanent Easement granted to Power Authority of the State of New York, dated June 9, 1960 and recorded June 16, 1960 in the Onondaga County Clerk's Office in Liber 2000 of Deeds, Page 374.
- 12. Permanent Easement granted to County of Onondaga, for and on behalf of the Onondaga County Water District, dated September 1, 1964 and recorded September 14, 1964 in the Onondaga County Clerk's Office in Liber 2215 of Deeds, Page 465.
- 13. Easement granted to County of Onondaga, acting for and in behalf of the Onondaga County Water District, dated February 27, 1965 and recorded March 29, 1965 in the Onondaga County Clerk's Office in Liber 2241 of Deeds, Page 29.
- 14. Permanent Easement appropriated by Notice of Appropriation to Earl S. DeLong and Hazel S. DeLong, his wife, Niagara Mohawk Power Corporation and New York Telephone Company, dated March 29, 1960 and recorded October 26, 1960 in the Onondaga County Clerk's Office in Liber 2019 of Deeds, Page 465, Map No. OC-822, Parcel No. 826.
- 15. Easement granted to County of Onondaga, acting for and in behalf of Onondaga County Water District, dated April 13, 1965 and recorded April 26, 1965 in the Onondaga County Clerk's Office in Liber 2244 of Deeds, Page 413.
- 16. Easement granted to Onondaga County Water Authority, dated June 9, 1986 and recorded June 27, 1986 in the Onondaga County Clerk's Office in Liber 3267 of Deeds, Page 84.
- 17. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Company, dated April 3, 1987 and recorded May 7, 1987 in the Onondaga County Clerk's Office in Liber 3350 of Deeds, Page 63; as modified by Easement Admondment dated April 11, 1988 and recorded May 26, 1988 in the Onondaga County Clerk's Office in Liber 3446 of Deeds, Page 265.
- 18. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Co., dated January 26, 1987 and recorded January 30, 1987 in the Onondaga County Clerk's Office in Liber 3329 of Deeds, at Page 145.
- 19. Easement granted to Onondaga County Water Authority, dated April 25, 1986 and recorded April 30, 1986 in the Onondaga County Clerk's Office in Liber 3252 of Deeds, at Page 247.

-2-
 ONONDAGA COUNTY CLERKS OFFICE
 Deed, Recorded on the
 14 day of July 1988 at
12:35 P.M. in Book 3510 Page 195a
 and examined.

Elaine Lytel
 COUNTY CLERK
 23 50
 DM

NY 005 - Bargain and Sale Deed with Covenant against Grantor's Acts Individual or Corporation (Single Sheet) (NYBTU 8002)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the ^{As of} 2nd day of October, in the year 2019

BETWEEN

GREAT NORTHERN HOLDINGS, LLC, a Delaware limited liability company,

party of the first part, and

CHENEGA RESTAURANT PROPERTIES, LLC, an Alaska limited liability company,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL of its interest in that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Clay, County of Onondaga, State of New York, as set forth and described on Exhibit A attached hereto.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; subject to such liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the premises herein granted; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

GREAT NORTHER HOLDINGS, LLC.
a Delaware limited liability company

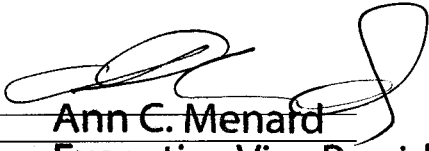
By: 
Name: Ann C. Menard
Title: Executive Vice President
CLO and Secretary

EXHIBIT A

Being Part of
F.L. 23 & 24
CLAY

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, all as shown on a map entitled, "Great Northern Mall, Survey, 11 prepared by The Sear-Brown Group, Inc., dated August 12, 1993, and being more particularly bounded and described as follows: COMMENCING at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481; thence the following six (6) courses along said northerly right-of-way line of N. Y.S. Route 31:

- A. North 88° 14' 22" East, a distance of 295.04 feet to a point; thence
- B. North 88° 46' 32" East, a distance of 114.04 feet to a point; thence
- C. North 87° 17' 58" East, a distance of 331.33 feet to a point; thence
- D. North 89° 53' 37" East, a distance of 150.21 feet to a point; thence
- E. North 87° 17' 58" East, a distance of 589.00 feet to a point; thence
- F. North 86° 44' 58" East, a distance of 649.71 feet to the point of beginning of the hereinafter described parcel; thence
- 1. North 03° 15' 02" West, a distance of 199.66 feet to a point; thence
- 2. Northeasterly, along a curve to the left, having a radius of 383.00 feet, through a central angle of 14° 39' 10", a distance of 97.95 feet to a point of tangency; thence
- 3. North 56° 44' 58" East, a distance of 138.41 feet to a point; thence
- 4. South 03° 15' 02" East, a distance of 306.52 feet to a point of intersection with the aforementioned northerly right-of-way line of N.Y.S. Route 31; thence
- 5. South 86° 44' 58" West, along the northerly right-of-way line of N.Y.S. Route 31, a distance of 210.00 feet to the point of beginning.

11675

TOWN OF CLAY
GRANT OF
RIGHT OF WAY AND EASEMENT

3478 FACE 323

THIS INDENTURE, made this 26th day of February, 1988, between GREAT NORTHERN MALL, a New York General Partnership w/ offices at and the TOWN OF CLAY, a Municipal Corporation with offices at 4483 New York Route 31, Clay, Onondaga County, New York, hereinafter called "Grantee".

1265 Scottsville Road,
Rochester, NY

WITNESSETH:

Record & Return to: Richard D. Ryan, Esq., Suite 200, 217 South Salina Street, Syracuse, New York 13202

That the Grantor, in consideration of One Dollar (\$1.00), paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, sell and convey to the Grantee, its successors and assigns, a permanent right of way and easement on, over, in, under and across the premises of the Grantor, described and set forth in a certain right of way map numbered 1563A-81, and legal description thereof made for the TOWN OF CLAY, by SEAR-BROWN ASSOCIATES, P. C. Consulting Engineers, of ROCHESTER, NEW YORK, dated March 25, 1987, copies of said right of way map and said legal description are annexed hereto as Exhibit "A" and Exhibit "B", respectively, and are made a part hereof.

CLAY

Said right of way and easement are for the purposes of constructing, reconstructing, repairing, operating and maintaining on, in, over, under and across said parcel of land, a sanitary sewer easement and appurtenances thereto, and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.

The Grantor hereby warrants title to said premises.

The Grantor, its successors and assigns, will not erect any structure on the aforesaid permanent easement and right of way and agrees not to do any act which would interfere with or hinder the construction, reconstruction or maintenance of the proposed improvements. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the said easement and right of way, provided the improvements to be constructed by Grantee shall not be damaged or interfered with.

The Grantor, or its contractor, shall do the work in a good and workmanlike manner and shall restore the earth and any bushes, trees, shrubbery, lawn, driveway or other things on the surface or beneath the soil as nearly as possible to its existing condition, except where changes of grade or contour may be necessary for construction purposes.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed the day and year first above written.



GREAT NORTHERN MALL
BY: NORMALL ASSOCIATES,
GENERAL PARTNER

WILNOR PROPERTY, INC.
(GENERAL PARTNER OF NORMALL ASSOCIATES)

By: [Signature]

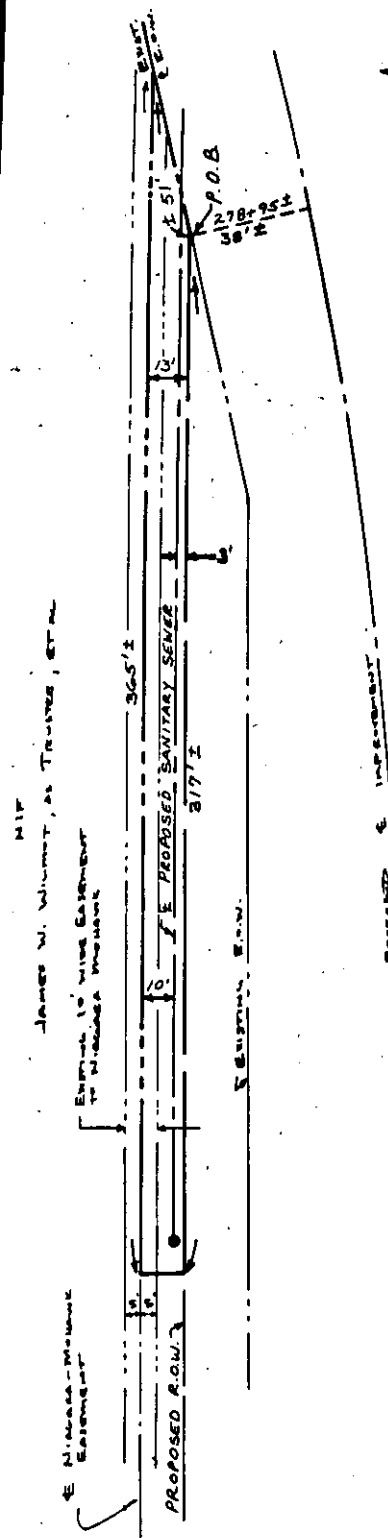
RECEIVED
REAL ESTATE
SEP 29 1988
TRANSFER TAX
ONONDAGA
COUNTY

Unfiled

R 005 12:40 PM 09/29/88 2471 .00/

37488

BOOK 3478 PAGE 325



ROUTE 31

BALDWINSVILLE - CICERO S.H. No. 1037

P.C. STA.
275+03.46

GREAT NORTHERN MALL
MAP SHOWING
SANITARY SEWER EASEMENT

TO BE ACQUIRED
BY THE
TOWN OF CLAY

TOWN OF CLAY
ONEIDA COUNTY
STATE OF NEW YORK

SCALE: 1" = 40'
MAY 26, 1997

APPRO. N.Y.S. DEPT. OF ENVIRONMENTAL CONSERVATION

1563A - 81

SEAR-BROWN ASSOCIATES, P.C.
engineers/architects/surveyors/landscape architects

88-738
6/82
REV. 7/83

85 METRO PARK, ROCHESTER, NEW YORK 14623
MNS 101283

Right of Way Map Exhibit "A"

DEED BOOK 3478 PAGE 326

24 Clay

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement" prepared by Sear-Brown Associates, P.C. dated March 25, 1987, having drawing No. 1563A-81, and being more particularly bounded and described as follows:

Beginning at a point of intersection of the existing northerly right-of-way line and the proposed northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1039, (Route 31), said point being approximately 38 feet radially northwesterly of approximate centerline station 278+95 of the proposed centerline of improvement for the reconstruction of said Route 31; thence

1. Westerly, along the proposed northerly right-of-way line of Route 31, a distance of approximately 317 feet to a point; thence
2. Northerly, at right angles to course one (1), along a line that is 10 feet westerly of a sanitary sewer manhole, as-built, a distance of approximately 13 feet to a point; thence
3. Easterly, along a line that is parallel with and 10.00 feet northerly of a sanitary sewer, as-built, a distance of approximately 365 feet to a point of intersection with the aforementioned existing northerly right-of-way line of Route 31; thence
4. Southwesterly, along the existing northerly right-of-way line of Route 31, a distance of approximately 51 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

ONONDAGA COUNTY CLERK'S OFFICE

Deed Recorded on the
21 day of *Sept* 1987
12:42 PM in book 3478 Page 326
and examined.

Elaine Lytel

COUNTY CLERK

Exhibit "B"

*1750
m*

3478 319

TOWN OF CLAY
GRANT OF
RIGHT OF WAY AND EASEMENT

11674

FL 24
Record & Return To: Richard D. Ryan, Esq. Suite 200, 217 South Salina Street, Syracuse, New York 13202

THIS INDENTURE, made this 12TH day of May 19 88, between Great Northern Mall, a New York General Partnership with offices** and the TOWN OF CLAY, a Municipal Corporation with offices at 4483 New York Route 31, Clay, Onondaga County, New York, hereinafter called "Grantee".

**at 1265 Scottsville Road, Rochester, New York

W I T N E S S E T H :

CLAY

That the Grantor, in consideration of One Dollar (\$1.00), paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, sell and convey to the Grantee, its successors and assigns, a permanent right of way and easement on, over, in, under and across the premises of the Grantor, described and set forth in a certain right of way map numbered 1563A-100, and legal description thereof made for the TOWN OF CLAY, by Seay-Brown Associates, P.C. Consulting Engineers, of Rochester, New York dated March, 1988, copies of said right of way map and said legal description are annexed hereto as Exhibit "A" and Exhibit "B", respectively, and are made a part hereof.

Said right of way and easement are for the purposes of constructing, reconstructing, repairing, operating and maintaining on, in, over, under and across said parcel of land, a drainage easement and appurtenances thereto, and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.

The Grantor hereby warrants title to said premises.

The Grantor, its successors and assigns, will not erect any structure on the aforesaid permanent easement and right of way and agrees not to do any act which would interfere with or hinder the construction, reconstruction or maintenance of the proposed improvements. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the said easement and right of way, provided the improvements to be constructed by Grantee shall not be damaged or interfered with.

The Grantor, or its contractor, shall do the work in a good and workmanlike manner and shall restore the earth and any bushes, trees, shrubbery, lawn, driveway or other things on the surface or beneath the soil as nearly as possible to its existing condition, except where changes of grade or contour may be necessary for construction purposes.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed the day and year first above written.

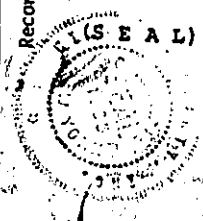
Great Northern Mall
BY: Normall Associates, General Partner
Wilnor Property, Inc.

(General Partner of Normall Associates)

RECEIVED
\$ 54
REAL ESTATE
SEP 29 1988
TAX
ONONDAGA
COUNTY

03008

BY: Ronald A. Conroy, Vice President



Unfiled

R 008 12:40 PM 09/29/88 2470 .004

0003U/1563A/78
2-3-88 RAV
REV. 4/11/88

DESCRIPTION OF PROPOSED DRAINAGE EASEMENT
TO THE TOWN OF CLAY

3478 PAGE 321

24 Clay

All that tract or parcel of land containing 8.327 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Drainage Easement Map" prepared by Sear-Brown Associates, P.C. dated March, 1988 having drawing No. 1563A-100 and being more particularly bounded and described as follows:

Commencing at a point on the existing northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1039, N.Y.S. Route 31 (66 feet wide), said point being at the intersection with the common line between lands of Slater on the east, and lands of Great Northern Mall on the west; thence

A. S 74°57'30" W, along the aforementioned existing northerly right-of-way line of N.Y.S. Route 31, a distance of 129.90 feet to an angle point; thence

B. N 90°00'00" W, continuing along the aforementioned existing northerly right-of-way line of N.Y.S. Route 31, a distance of 51.23 feet to the Point of Beginning of the hereinafter described parcel; thence

1. N 90°00'00" W, continuing along the aforementioned existing northerly right-of-way line of N.Y.S. Route 31, a distance of 75.00 feet to a point; thence the following 20 courses through the lands of Great Northern Mall.

2. N 00°00'00" E, a distance of 263.00 feet to a point; thence

3. N 45°00'00" E, a distance of 504.87 feet to a point; thence

4. N 00°00'00" E, a distance of 768.00 feet to a point; thence

5. N 45°00'00" W, a distance of 203.65 feet to a point; thence

6. N 90°00'00" W, a distance of 729.00 feet to a point; thence

7. N 79°29'42" W, a distance of 153.57 feet to a point; thence

8. N 90°00'00" W, a distance of 530.00 feet to a point; thence

9. N 39°00'00" W, a distance of 887.73 feet to a point of intersection with the common line between lands now or formerly of Keller on the west and lands of Great Northern Mall on the east; thence

10. N 00°40'42" W, along the last mentioned common line, a distance of 48.04 feet to a point; thence

11. N 80°55'28" E, along the northerly line of lands of Great Northern Mall, a distance of 52.16 feet to a point; thence

12. S 39°00'00" E, along a line that is 75.00 feet northeasterly of and parallel with course (9), a distance of 863.63 feet to a point; thence

13. S 90°00'00" E, along a line that is 75.00 feet northerly of and parallel with course (8), a distance of 335.00 feet to a point; thence

Exhibit "A"

0003U/1563A/79
2-3-88 RAV

BOOK 3478 PAGE 322

- 14. N 24°00'00" E, a distance of 180.00 feet to a point; thence
- 15. S 90°00'00" E, a distance of 212.07 feet to a point; thence
- 16. S 37°00'00" E, a distance of 240.96 feet to a point; thence
- 17. S 90°00'00" E, along a line that is 75.00 feet northerly of and parallel with course (6), a distance of 640.00 feet to a point; thence
- 18. S 45°00'00" E, along a line that is 75.00 feet northeasterly of and parallel with course (5), a distance of 265.78 feet to a point; thence
- 19. S 00°00'00" W, along a line that is 75.00 feet easterly of and parallel with course (4), a distance of 830.13 feet to a point; thence
- 20. S 45°00'00" W, along a line that is 75.00 feet southeasterly of and parallel with course (3), a distance of 504.87 feet to a point; thence
- 21. S 00°00'00" W, along a line that is 75.00 feet easterly of and parallel with course (2), a distance of 231.93 feet to the Point of Beginning.

Bearings shown hereon are referenced to an assumed construction grid system relating to the Great Northern Mall Site. To convert this system to the New York State Plane Coordinate System, bearings must be rotated 3°15'02" counter clockwise.

Subject to any easements or encumbrances of record.

ONONDAGA COUNTY CLERKS OFFICE
Deed, Recorded on the
29 day of Sept 1988 at
12:40 P.M. in Book 3478 Page 317a
and examined.

Elaine Lytel
COUNTY CLERK

*Box 300
May 183*

P 1678-Warranty Deed, Short Form with Lien Covenant. JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
Ind. or Corp.: One State Recording
THIS IS A LEGAL INSTRUMENT AND SHOULD BE EXECUTED UNDER SUPERVISION OF AN ATTORNEY.

BOOK 4193 PAGE 0217

THIS INDENTURE, made the 24th day of October 19 97.
BETWEEN

Catherine J. Viscomi

24 24-10 QUEENS WAY
CAMILLO, N.Y. 17031

CLAY

grantor

Joseph Viscomi

1130 WEST GARDNER ST.
SYRACUSE, N.Y. 13204

grantee

RECEIVED
REAL ESTATE
OCT 24 1997
TRANSFER TAX
ONONDAGA COUNTY

WITNESSETH, that the grantor, in consideration of _____ Dollars,
One and 00/100 _____
paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, it being a part of Great Lot No. 24 in said Town and bounded as follows, to wit: COMMENCING in the center of the highway running east and west through the Village of Euclid at the southwest corner of land now or formerly owned and occupied by CHAUNCI M. SOULE; thence running south 74 degrees 25' west one chain and 80 links; thence north 15 degrees 35' west three chains 16 1/4 links; thence north 74 degrees 25' east 1 chain 80 links; thence south 15 degrees 35' east three chains 16 1/4 links to the place of beginning, containing 57/100 acres of land nearly, it being the same premises conveyed by Edward F. Sternberg to Horace B. Pritchard in the year 1871.

Being the same premises described in a Deed from Joseph Viscomi to Joseph Viscomi and Catherine J. Viscomi by Deed dated March 11, 1994 and recorded in the Onondaga County Clerk's Office on March 17, 1994 in Book 3912, Page 056.

RETURN TO Joseph V. Viscomi 1130 WEST GARDNER STREET SYRACUSE, N.Y. 13204

Deed, Recorded on the 24 day of Oct 19 97 at 4:26 in Book 4193 Page 217.
as examined.

M. Ann Ciarpillo
COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.
TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the grantor covenants as follows:

FIRST. The grantee shall quietly enjoy the said premises:

SECOND. The grantor will forever warrant the title to said premises:

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

In presence of:

Catherine J. Viscomi L. S.
Catherine J. Viscomi

STATE OF NEW YORK, COUNTY OF _____ ss.:
On the _____ day of _____ 19 _____, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that deponent resides at No. _____ of _____ the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF Onondaga ss.:
On the 24th day of October 19 97, before me personally came Catherine J. Viscomi

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that s/he executed the same.

TERRY L HEWITT
Notary Public, State of New York
Registration No. 01HE5068826
Qualified in Onondaga County
Commission Expires 11/12/98

Terry L Hewitt
Notary Public

P 1688—Warranty Deed: Full Covenants, Corp. or Ind. JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
Stat. Form AA with Lien Covenant, 1 Side Recording.

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

THIS INDENTURE, made the 16th day of September 1992.
BETWEEN STEPHEN KRELL and REENA J. KRELL, his wife,
of 4255 Route 31, Clay, New York,

00000628
320.00

and
JOSEPH VISCOMI, of 1130 West Genesee Street,
Syracuse, New York 13204,

CLAY grantee

3793 215
RECEIVED
320.
SEP 18 1992
0018100

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

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay,
County of Onondaga and State of New York, and being a part of Lot No.
24, in said Town and bounded as follows, to wit: Beginning in the
center of the highway leading from New Bridge to Cicero Corners at a
point due south of the southwest corner of land deeded by Moses Kinne
to Abigail Soule on said Lot No. 24; thence running along the center
of said highway S. 74° 25' W. one chain and ninety eight links; thence
N. 15° 35' W. to the south line of lands owned in the year 1840 by
Jefferson Freeman; thence easterly along said Freeman's south line
to the west line of said Abigail Soule's land; thence southerly along
said line to the place of beginning, containing one acre of land, be
the same more or less.

Being the same premises conveyed to the Grantors by Warranty Deed
dated and recorded September 26, 1968, in the Onondaga County Clerk's
Office in Book 2387 of Deeds at Page 451 &c.

Premises being more modernly described as follows pursuant to a Survey by R.J. Lighton,
L.S.S. dated August 31, 1992:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga
and State of New York, an being part of Lot No. 24, in said Town and bounded as follows,
to wit: Beginning in the center of the highway known as N.Y.S. Route 31 at the southwest
corner of land deeded by Moses Kinne to Abigail Soule in said Lot No. 24;

thence S. 74 25' W. 130.68 feet;
thence N. 15 35' W. 314.64 feet; to the south line of land of Jefferson Freeman
thence S. 89 12' 49" E. 178.09 feet;
thence S. 6 56' 32" E. 267.48 feet, to the point and place of beginning.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.
TO HAVE AND TO HOLD the premises here granted unto the grantee, the heirs or successors and assigns forever,
AND the said grantor covenants as follows:

- FIRST.—That the grantor is seized of the said premises in fee simple, and has good right to convey the same;
 - SECOND.—That the grantee shall quietly enjoy the said premises;
 - THIRD.—That the said premises are free from incumbrances;
 - FOURTH.—That the grantor will execute or procure any further necessary assurance of the title to said premises;
 - FIFTH.—That the grantor will forever warrant the title to said premises;
- This deed is subject to the trust provisions of Section 13 of the Lien Law.

The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.
IN WITNESS WHEREOF, the grantor hereunto has set his hand and seal this day and year first above written.

In presence of:
16 day of Sept 1992 at
4:43 PM in Book 3793 Page 215
and examined.
Stephen Krell L.S.
Reena J. Krell L.S.

Rec'd J. Viscomi
1130 West Genesee St.
Syracuse NY 13204
E 330.00/
TT 4:43 PM 09/18/92 7319
DOS 4:43 PM 09/18/92 7318
9.50/

STATE OF NEW YORK, COUNTY OF ONONDAGA
On the 16th day of September 1992
me personally came JOSEPH VISCOMI
who, being by me duly sworn, did depose and say that deponent resides
at No. _____ of _____
deponent is _____ of _____
the corporation described in and which
executed, the foregoing instrument; deponent knows the seal of said
corporation; that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the Board of Directors of said
corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ONONDAGA ss:
On the 16th day of September 1992, before
me personally came STEPHEN KRELL &
REENA J. KRELL
to me known to be the individual s described in, and who executed
the foregoing instrument, and acknowledged that they executed
the same.

SUSAN A. BURTON
Notary Public, State of New York
Qualified in Onondaga Co. No. 5546020
Commission Expires 4/30/94

Susan A. Burton
NOTARY PUBLIC

U.S. Internal Revenue Stamps Affixed

P 678—Warranty deed: lien clause, ind. or corp.

1734

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

46

DEED 3785 PAGE 109

This Indenture

made August 19

19 92

Between William Lewis Kline, Sr. & Christina Lee Kline, of 4261 Route 31, Clay, New York



party of the first part, and

Francis M. Fiorito, of Route 31 and Morgan Road, Clay, New York

0008282

*Edward C. Weller
120 N. Park St.
Troy, N.Y. 12180*

Recorded

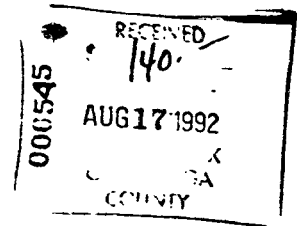
Witnesseth that the party of the first part, in consideration of One and no/100 ----- Dollars (\$1.00)

party of the second part, lawful money of the United States, to them paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever, all

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot Number Twenty-Four (24) and being more particularly described as follows: Commencing at a point which is 192.06 feet westerly from the northwest corner of land formerly owned by ADAM WISE; thence North 85° 26'31" East a distance of 107.70 feet; thence South 5° 44'31" East a distance of 223.58 feet to a point on the north line of New York State Route 31; thence South 77° 38'34" West along the north line of said highway a distance of 106.00 feet to an iron pipe; thence North 6° 18'56" West a distance of 238.03 feet to an iron pipe at the point and place of beginning.

ALSO CONVEYING ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot Number Twenty-Four (24) and being more particularly described as follows: Commencing at a point on the Center line of New York State Route 31, which point is 442.2 feet westerly from the center line of Morgan Road; thence South 06° 26'32" East a distance of 120.07 feet to a point on the south line of Farm Lot Twenty-Four (24); thence South 87° 05'11" West a distance of 40.00 feet to a point; thence North 06° 22'23" West a distance of 113.49 feet to the center line of New York State Route 31; thence North 77° 38'34" East 40.00 feet along said center line to the point and place of beginning. Excepting from this parcel any lands appropriated by the State of New York for Highway improvements. Subject to easements and restrictions of record.

Being the same premises conveyed to the grantors herein by different description in a warranty deed from Ethel Hoffman Weller dated August 29th 1977, and duly recorded in the Onondaga County Clerk's Office on September 11th, 1977, in Book 2538 of Deeds, at page 879 and c.



mt

This Indenture,

Made the 29th day of October
Nineteen Hundred and Fifty-six.

C
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A
Y

Between
ROBERT W. SWARTZ and ELISE VIE SWARTZ, his wife,
both of R. D. Clay, New York

parties of the first part, and

DONALD ROBERT VAIL, of 903 LeMoyné Avenue, Syracuse,
New York,

parties of the second part,
Witnesseth that the parties of the first part, in consideration of ONE - - - -

----- Dollar (\$ 1.00)
lawful money of the United States, and other good and valuable consideration
paid by the parties of the second part, do hereby grant and release unto the
parties of the second part, their heirs and assigns forever, all

THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of
Onondaga and State of New York, and distinguished as being part of
great Lot 24 in the Town of Clay, aforesaid and described as follows,
to wit: Beginning in the center of the highway leading from Euclid
to Schroepfel's Bridge at the northeast corner of the Methodist
Church Lot; thence running along the center of said highway north 9°
30' west 1 chain and 30 1/2 links to the southeast corner of land for-
merly owned by Loami Rumsey; thence running along the south line of
said Rumsey's land north 83° 30' west 2.77 chains, more or less to the
southwest corner of said Rumsey's land; thence running north 11° 10'
west along the west line of said Rumsey's land 69 1/2 links, more or
less to the northeast corner of land heretofore conveyed by Esther
Diefendorf to N.W. Pool; thence running north 85° west 6 chains and
52 links to the northwest corner of said Pool's land; thence south 8°
and 30' west 2 chains and 46 links, more or less to the northwest
corner of land heretofore sold by Samuel Johnson to Ruth L. Pool;
thence south 5° and 15' west 4 chains and 12 links to the southwest
corner of the last mentioned land; thence south 88 1/2° east 4 chains
and 88 links to a stake; thence south 84° east 58 links to the south-
west corner of the Baptist Parsonage Lot (now or formerly owned by

DEED
BOOK 1833 PAGE 126

Charles B. Dence); thence north $7^{\circ} 45'$ east 3 chains and 18 links along the west line of said Church lot to the northwest corner of said Church Lot; thence north 84° east 82 links; thence north $5 \frac{1}{4}^{\circ}$ east 98 links; thence north 7° west 44 links to the northwest corner of said Methodist Church Lot; thence south 81° east 2 chains and 20 links more or less to the place of beginning, containing about 4.11 acres of land, more or less, Being the same premises deeded by James H. Ward and Emma J., his wife to Leander C. Harris August 29, 1924.

ONONDAGA COUNTY WATER AUTHORITY
Northern Concourse - P.O. Box 9
SYRACUSE, NEW YORK 13211

"No Fee for Revenue Stamp" DEPT. OF TAXES PAGE 270 PROJECT NO. AP2442

RIGHT OF WAY - FORM NO. 2

014867

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

CLAY

Great Northern Mall, a limited partnership

hereinafter called the Grantor(s), hereby grant(s) and releases unto said Grantee, its 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 Lot No. 24, Block No. 1, of the Town of Clay, County of Onondaga, and State of New York.

SEE ATTACHED DESCRIPTION

DEC 25 1990 005843

Unfiled

FORM 14C
(12/89)

STATE OF NEW YORK

DEPT. OF TAXES

TT 9146 AM 12/26/90 1549

JP

R DDB 9146 AM 12/26/90 1548

.00/

DEED 1563A PAGE 272
 6/17/88 SAS
 Rev. 6/13/90 SD

DESCRIPTION OF WATERMAIN EASEMENT TO BE CONVEYED
 BY GREAT NORTHERN MALL TO ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.110 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990, and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly of Sears; thence

- A. N 03°15'02" W, along the westerly boundary line of lands now or formerly of Sears, a distance of 95.00 feet to the Point of Beginning; thence
 1. S 86°44'58" W, a distance of 9.36 feet to an angle point; thence
 2. S 41°44'58" W, a distance of 14.34 feet to an angle point; thence
 3. S 03°15'02" E, a distance of 208.24 feet to an angle point; thence
 4. S 48°45'03" W, a distance of 0.65 feet to a point on the northeasterly boundary line of lands now or formerly of Adcor; thence
 5. N 48°15'02" W, along the northeasterly boundary line of the aforementioned Adcor lands, a distance of 27.56 feet to a point; thence
 6. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 3, a distance of 197.43 feet to an angle point; thence
 7. N 41°44'58" E, intending to make a line parallel with and 20 feet northwesterly from course 2, a distance of 30.91 feet to an angle point; thence
 8. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 1, a distance of 17.64 feet to a point on the westerly boundary line of lands now or formerly of Sears; thence
 9. S 03°15'02" E, along the westerly boundary line of the aforementioned Sears lands, a distance of 20.00 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 0.102 acre, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990 and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southeasterly corner of lands now or formerly of Adcor; thence

- A. Westerly, along the southerly boundary line of the aforementioned Adcor lands, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30°00'00", a distance of 181.69 feet to a point of tangency; thence

DEED
0653072-3668 PAGE 273
1563M
6/17/88 SAS
Rev. 6/13/90 SD

- B. S 86°44'58" W, continuing along the aforementioned southerly boundary line, a distance of 64.88 feet to the Point of Beginning; thence
1. S 03°15'02" E, a distance of 222.00 feet to a point on the northerly easement line of an existing 20 foot wide watermain easement to the Onondaga County Water Authority; thence
2. S 86°44'58" W, along the aforementioned northerly easement line, a distance of 20.00 feet to a point; thence
3. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 1, a distance of 222.00 feet to a point on the southerly boundary line of lands now or formerly of Adcor; thence
4. N 86°44'58" E, along the aforementioned southerly boundary line, a distance of 20.00 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 0.187 acre, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990 and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly of Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly of Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands; thence

- A. N 86°44'58" E, along the southerly boundary line of lands now or formerly of Adcor, a distance of 105.38 feet to the Point of Beginning; thence
1. N 86°44'58" E, continuing along the aforementioned southerly boundary line of lands now or formerly of Adcor, a distance of 20.00 feet to a point; thence
2. S 03°15'02" E, a distance of 20.51 feet to a point; thence
3. S 86°07'32" E, a distance of 52.66 feet to a point; thence
4. N 03°15'02" W, a distance of 27.04 feet to a point on the southerly boundary line of lands now or formerly of Adcor; thence
5. N 86°44'58" E, along the aforementioned southerly boundary line, a distance of 20.00 feet to a point; thence
6. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 4, a distance of 29.54 feet to a point; thence
7. S 86°07'32" E, a distance of 27.58 feet to a point on the westerly boundary line of lands now or formerly of Adcor; thence
8. S 03°15'02" E, along the aforementioned westerly boundary line, a distance of 20.16 feet to a point; thence

DEEDS
 BOOK 3668 PAGE 274

 0653U/3
 1563M
 6/17/88 SAS
 Rev. 6/13/90 SD

9. N 86°07'32" W, intending to make a line parallel with and 20 feet southerly from course 7 and course 3, a distance of 100.40 feet to a point; thence

10. S 03°15'02" E, a distance of 237.35 feet to a point on the northerly easement line of an existing 20 foot wide watermain easement to the Onondaga County Water Authority; thence

11. S 87°17'58" W, along the aforementioned northerly easement line, a distance of 20.00 feet to a point; thence

12. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 10 and course 2, a distance of 277.82 feet to the Point of Beginning.

Also, all that tract or parcel of land containing 1.968 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990 and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly corner of lands now or formerly of Adcor, said southwesterly corner being S 03°15'02" E, along the westerly boundary line of lands now or formerly of Adcor, a distance of 454.71 feet from the northwesterly corner of the aforementioned Adcor lands; thence

A. N 03°15'02" W, along the westerly boundary line of lands now or formerly of Adcor, a distance of 204.13 feet to the Point of Beginning; thence

1. S 86°44'58" W, a distance of 228.51 feet to an angle point; thence

2. N 48°15'02" W, a distance of 46.47 feet to an angle point; thence

3. N 03°15'02" W, a distance of 180.89 feet to an angle point; thence

4. N 49°19'53" W, a distance of 104.16 feet to a point; thence

5. S 03°15'02" E, a distance of 6.00 feet to a point; thence

6. S 86°44'58" W, a distance of 20.00 feet to a point; thence

7. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 5, a distance of 6.00 feet to a point; thence

8. S 86°44'58" W, a distance of 230.61 feet to an angle point; thence

9. N 48°15'02" W, a distance of 67.68 feet to an angle point; thence

10. N 03°15'02" W, a distance of 253.14 feet to a point; thence

11. S 86°44'58" W, a distance of 323.36 feet to an angle point; thence

12. S 41°44'58" W, a distance of 128.19 feet to a point; thence

DEED
BOOK 3668 PAGE 2750653U/4
1563M
6/17/88 SAS
Rev. 6/13/90 SO

13. N 48°15'02" W, a distance of 20.00 feet to a point; thence
14. N 41°44'58" E, intending to make a line parallel with and 20 feet northwesterly from course 12, a distance of 136.47 feet to an angle point; thence
15. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 11, a distance of 331.64 feet to a point; thence
16. N 03°15'02" W, a distance of 87.58 feet to an angle point; thence
17. N 46°01'02" E, a distance of 32.05 feet to an angle point; thence
18. N 86°44'58" E, a distance of 216.71 feet to a point; thence
19. N 03°15'02" W, a distance of 18.00 feet to a point; thence
20. N 86°44'58" E, a distance of 20.00 feet to a point; thence
21. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 19, a distance of 18.00 feet to a point; thence
22. N 86°44'58" E, a distance of 479.00 feet to a point; thence
23. N 03°15'02" W, a distance of 11.87 feet to a point; thence
24. N 86°01'28" E, a distance of 39.50 feet to a point; thence
25. N 03°15'02" W, a distance of 187.64 feet to an angle point; thence
26. N 40°27'12" E, a distance of 86.44 feet to an angle point; thence
27. N 86°44'58" E, a distance of 341.47 feet to an angle point; thence
28. S 52°38'57" E, a distance of 45.18 feet to an angle point; thence
29. S 03°15'02" E, a distance of 160.46 feet to a point; thence
30. S 48°15'02" E, a distance of 31.31 feet to an angle point; thence
31. N 86°44'58" E, a distance of 377.36 feet to a point on the westerly boundary line of lands now or formerly of Sears, said point being S 03°15'02" E, a distance of 224.00 feet from the northwesterly corner of lands now or formerly of Sears; thence
32. S 03°15'02" E, along the westerly boundary line of lands now or formerly of Sears, a distance of 20.00 feet to a point; thence
33. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 31, a distance of 45.00 feet to a point; thence
34. S 03°15'02" E, a distance of 49.50 feet to a point; thence

DEED
BOOK 3668 PAGE 276
06530/5
1563M
6/17/88 SAS
Rev. 6/13/90 SD

35. S 86°44'58" W, a distance of 20.00 feet to a point; thence
36. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 34, a distance of 49.50 feet to a point; thence
37. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 31, a distance of 300.50 feet to a point; thence
38. S 03°15'02" E, a distance of 4.36 feet to an angle point; thence
39. S 23°18'52" W, a distance of 26.90 feet to a point; thence
40. N 66°41'08" W, a distance of 20.00 feet to a point; thence
41. N 23°18'52" E, intending to make a line parallel with and 20 feet northwesterly from course 39, a distance of 21.80 feet to an angle point; thence
42. N 48°15'02" W, intending to make a line parallel with and 20 feet southwesterly from course 30, a distance of 47.85 feet to an angle point; thence
43. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 29, a distance of 77.64 feet to a point; thence
44. S 86°44'58" W, a distance of 110.50 feet to a point; thence
45. N 03°15'02" W, a distance of 20.00 feet to a point; thence
46. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 44, a distance of 110.50 feet to a point; thence
47. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 29, a distance of 61.90 feet to an angle point; thence
48. N 52°38'57" W, intending to make a line parallel with and 20 feet southwesterly from course 28, a distance of 28.58 feet to an angle point; thence
49. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 27, a distance of 325.52 feet to an angle point; thence
50. S 40°27'12" W, intending to make a line parallel with and 20 feet southeasterly from course 26, a distance of 69.87 feet to an angle point; thence
51. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 25, a distance of 29.49 feet to a point; thence
52. N 86°44'58" E, a distance of 35.00 feet to a point; thence
53. S 03°15'02" E, a distance of 20.00 feet to a point; thence
54. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 52, a distance of 35.00 feet to a point; thence

FILED 3668 PAGE 277
06530/6
1563M
6/17/88 SAS
Rev. 6/13/90 SD

55. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 25, a distance of 145.54 feet to an angle point; thence
56. S 54°44'39" W, a distance of 32.00 feet to an angle point; thence
57. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 22, a distance of 257.87 feet to a point; thence
58. S 03°15'02" E, a distance of 7.00 feet to a point; thence
59. S 86°44'58" W, a distance of 20.00 feet to a point; thence
60. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 58, a distance of 7.00 feet to a point; thence
61. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 22 and course 18, a distance of 462.79 feet to an angle point; thence
62. S 46°01'02" W, intending to make a line parallel with and 20 feet southeasterly from course 17, a distance of 15.46 feet to an angle point; thence
63. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 16 and course 10, a distance of 155.41 feet to a point; thence
64. N 86°44'58" E, a distance of 107.50 feet to a point; thence
65. S 03°15'02" E, a distance of 20.00 feet to a point; thence
66. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 64, a distance of 107.50 feet to a point; thence
67. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 10, a distance of 167.86 feet to an angle point; thence
68. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 9, a distance of 51.11 feet to an angle point; thence
69. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 8, a distance of 250.39 feet to an angle point; thence
70. S 49°19'53" E, intending to make a line parallel with and 20 feet northeasterly from course 4, a distance of 120.74 feet to an angle point; thence
71. S 03°15'02" E, a distance of 4.25 feet to a point; thence
72. N 86°44'58" E, a distance of 139.66 feet to an angle point; thence
73. N 49°47'20" E, a distance of 69.86 feet to a point; thence

DEED
BOOK 3668 PAGE 2780653U/7
1563M
6/17/88 SAS
Rev. 6/13/90 SD

74. S 40°12'40" E, a distance of 20.00 feet to a point; thence
75. S 49°47'20" W, intending to make a line parallel with and 20 feet southeasterly from course 73, a distance of 76.54 feet to an angle point; thence
76. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 72, a distance of 146.34 feet to a point; thence
77. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 3, a distance of 156.86 feet to an angle point; thence
78. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 2, a distance of 29.90 feet to an angle point; thence
79. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 1, a distance of 220.23 feet to a point on the westerly boundary line of lands now or formerly of Adcor; thence
80. S 03°15'02" E, along the westerly boundary line of lands now or formerly of Adcor, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

Also, all that tract or parcel of land containing 0.626 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990 and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Beginning at the northwesterly termination of course 38 as shown on said map; thence

1. S 48°15'02" E, a distance of 20.00 feet to a point; thence
2. S 41°44'58" W, a distance of 119.50 feet to a point; thence
3. S 03°15'02" E, a distance of 237.34 feet to a point; thence
4. S 48°15'02" E, a distance of 284.46 feet to a point; thence
5. S 41°44'58" W, a distance of 20.00 feet to a point; thence
6. N 48°15'02" W, a distance of 264.45 feet to a point; thence
7. S 41°42'54" W, a distance of 41.32 feet to a point; thence
8. S 86°44'58" W, a distance of 291.99 feet to a point; thence
9. N 49°13'22" W, a distance of 174.99 feet to a point; thence

DEED 3668 PAGE 279
EQU/ 0653U/8
1563M
6/17/88 SAS
Rev. 6/13/90 SD

10. N 03°15'02" W, a distance of 147.38 feet to a point; thence
11. N 86°44'58" E, a distance of 20.00 feet to a point; thence
12. S 03°15'02" E, a distance of 10.00 feet to a point; thence
13. N 86°44'58" E, a distance of 12.00 feet to a point; thence
14. S 03°15'02" E, a distance of 20.00 feet to a point; thence
15. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 13, a distance of 12.00 feet to a point; thence
16. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 10, a distance of 108.90 feet to a point; thence
17. S 49°13'22" E, intending to make a line parallel with and 20 feet northeasterly from course 9, a distance of 158.42 feet to a point; thence
18. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 8, a distance of 52.10 feet to a point; thence
19. N 03°15'02" W, a distance of 12.00 feet to a point; thence
20. N 86°44'58" E, a distance of 20.00 feet to a point; thence
21. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 19, a distance of 12.00 feet to a point; thence
22. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 8, a distance of 203.51 feet to a point; thence
23. N 41°42'54" E, intending to make a line parallel with and 20 feet northwesterly from course 7, a distance of 33.04 feet to a point; thence
24. N 48°15'02" W, intending to make a line parallel with and 20 feet southwesterly from course 4, a distance of 8.29 feet to a point; thence
25. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 3, a distance of 123.76 feet to a point; thence
26. S 86°44'58" W, a distance of 51.00 feet to a point; thence
27. N 03°15'02" W, a distance of 20.00 feet to a point; thence
28. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly from course 26, a distance of 51.00 feet to a point; thence
29. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly from course 3, a distance of 110.14 feet to a point; thence
30. N 41°44'58" E, intending to make a line parallel with and 20 feet northwesterly from course 2, a distance of 127.79 feet to the Point of Beginning.

06/12/88 PAGE 280
 1563A
 6/17/88 SAS
 Rev. 6/13/90 SD

Subject to any easements or encumbrances existing or of record.

Also all that tract or parcel of land containing 0.025 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990, and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southwesterly termination of course 75 as shown on said map thence;

- A. S 03°15'02" E, a distance of 151.49 feet to the Point of Beginning; thence
1. N 86°44'58" E, a distance of 55.00 feet to a point; thence
 2. S 03°15'02" E, a distance of 20.00 feet to a point; thence
 3. S 86°44'58" W, intending to make a line parallel to and 20 feet southerly of course 1, a distance of 55.00 feet to a point; thence
 4. N 03°15'02" W, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances existing or of record.

Also all that tract or parcel of land containing 0.323 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, being part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc., of Rochester, New York, dated June, 1988, last revised June 12, 1990 and having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the southerly termination of course 46 as shown on said map; thence

- A. N 86°44'58" E, a distance of 137.50 feet to the Point of Beginning; thence
1. N 03°15'02" W, a distance of 151.64 feet to a point; thence
 2. N 41°44'58" E, a distance of 83.94 feet to a point; thence
 3. N 48°15'02" W, a distance of 24.75 feet to a point; thence
 4. N 41°44'58" E, a distance of 20.00 feet to a point; thence
 5. S 48°15'02" E, intending to make a line parallel with and 20 feet northeasterly from course 3, a distance of 24.75 feet to a point; thence

DEED
BOOK 3668 PAGE 2810653U/10
1563M
6/17/88 SAS
Rev. 6/13/90 SD

6. N 41°44'58" E, a distance of 139.10 feet to a point; thence
7. N 86°44'58" E, a distance of 160.23 feet to a point; thence
8. S 48°49'45" E, a distance of 21.95 feet to a point; thence
9. N 41°10'15" E, a distance of 28.71 feet to a point; thence
10. S 48°49'45" E, a distance of 20.00 feet to a point; thence
11. S 41°10'15" W, intending to make a line parallel with and 20 feet southeasterly from course 9, a distance of 28.71 feet to a point; thence
12. S 48°49'45" E, a distance of 78.74 feet to a point; thence
13. S 40°27'12" W, along course 51 as shown on said map, a distance of 20.00 feet to a point; thence
14. N 48°49'45" W, intending to make a line parallel with and 20 feet southwesterly from course 8, a distance of 112.78 feet to a point; thence
15. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 7, a distance of 143.77 feet to a point; thence
16. S 41°44'58" W, intending to make a line parallel with and 20 feet southeasterly from course 2, a distance of 226.48 feet to a point; thence
17. S 03°15'02" E, intending to make a line parallel with and 20 feet easterly from course 1, a distance of 143.36 feet to a point; thence
18. S 86°44'58" W, along course 47 as shown on said map, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances existing or of record.

The following two portions of watermain easements are to be abandoned as described below:

All that tract or parcel of land containing 0.016 acre more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by the Sear-Brown Group, Inc. of Rochester, New York, dated June, 1988, last revised June 12, 1990, having Drawing No. 1563A-101, and being more particularly bound and described as follows:

DEED BOOK 3668 PAGE 282

06530/11
1563M
6/17/88 SAS
Rev. 6/13/90 SD

Commencing at the southerly termination of course 76 as shown on said map; thence

- A. S 03°15'02" E, a distance of 29.49 feet to the Point of Beginning; thence
- 1. N 86°44'58" E, a distance of 35.00 feet to a point; thence
- 2. S 03°15'02" E, a distance of 20.00 feet to a point; thence
- 3. S 86°44'58" W, intending to make a line parallel with and 20 feet southerly from course 1 a distance of 35.00 feet to a point; thence
- 4. N 03°15'02" E, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances existing or of record

All that tract or parcel of land containing 0.141 acre more or less, situate in the Town of Clay, County of Onondaga, State of New York, being a part of Lot 24 in said Town, as shown on a map entitled "Great Northern Mall, Easements to be Dedicated to Onondaga County Water Authority", prepared by The Sear-Brown Group, Inc. of Rochester, New York, dated June, 1988, last revised June 12, 1990, having Drawing No. 1563A-101, and being more particularly bound and described as follows:

Commencing at the easterly termination of course 47 as shown on said map; thence

- 1. N 03°15'02" W, a distance of 11.87 feet to a point; thence
- 2. N 86°01'28" E, a distance of 39.50 feet to a point; thence
- 3. S 03°15'02" E, a distance of 4.33 feet to a point; thence
- 4. S 54°44'39" W, a distance of 15.17 feet to a point; thence
- 5. S 86°44'58" W, a distance of 11.19 feet to a point; thence
- 6. S 41°44'58" W, a distance of 28.28 feet to a point; thence
- 7. S 86°44'58" W, a distance of 220.94 feet to a point; thence
- 8. S 03°15'02" E, a distance of 7.00 feet to a point; thence
- 9. S 86°44'58" W, a distance of 20.00 feet to a point; thence
- 10. N 03°15'02" W, intending to make a line parallel with and 20 feet westerly of course 8, a distance of 7.00 feet to a point; thence
- 11. S 86°44'58" W, a distance of 16.93 feet to a point; thence
- 12. N 48°15'02" W, a distance of 28.28 feet to a point; thence

06584/62
18834/668 PAGE 283
6/17/88 SAS
Rev. 6/13/90 SD

13. N 86°44'58" E, intending to make a line parallel with and 20 feet northerly of course 7 a distance of 282.43 feet to the Point of Beginning
Subject to any easements or encumbrances existing or of record.

ONONDAGA COUNTY CLERKS OFFICE
Deed, Recorded on the
26 day of Dec 1990 at
9:46 AM in Book 3668 Page 270
and examined.

Elaine Lytel

COUNTY CLERK

47.50
2

ONONDAGA COUNTY WATER AUTHORITY
Northern Concourse - P.O. Box 9
SYRACUSE, NEW YORK 13211
RIGHT-OF-WAY FORM NO. 2

"NO FEE FOR REVENUE STAMP"

PROJECT NO. A94-199

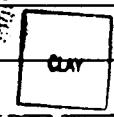
1237

3969 273

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

Great Northern Mall, L.P., 1265 Scottsville Rd., Rochester, NY 14624

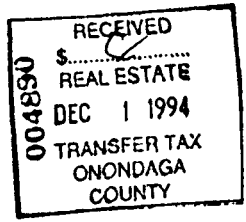
013143



hereinafter called the Grantor(s), hereby grant(s) and releases unto said Grantee, its 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 Lot No. 24, Block No. _____, of the Town of Clay, County of Onondaga, and State of New York.

028-01-40.6

SEE ATTACHED DESCRIPTION



DEC 1 PM 1 00
RECEIVED
TRANSFER TAX
ONONDAGA COUNTY

FORM 14C
(3/91)

ONONDAGA COUNTY WATER AUTHORITY
Northern Concourse - P.O. Box 9
SYRACUSE, NEW YORK 13211

Handwritten initials or signature.

1563Q.034/1
8-24-94 R.W.II

**20 FT. WATERMAIN EASEMENT
TO THE ONONDAGA COUNTY WATER AUTHORITY**

All that tract or parcel of land containing 1,730 square feet, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Olive Garden Restaurant, Watermain Easement," prepared by The Sear-Brown Group, Inc., dated August 26, 1994, having Drawing No. 1563Q SU 13 and being more particularly bounded and described as follows:

Commencing at the most northerly corner of lands now or formerly of the Olive Garden Restaurant; thence

A. S 57°30'07" W, along the northwesterly line of said lands of Olive Garden Restaurant, a distance of 18.68 feet to the Point or Place of Beginning; thence

1. S 57°30'07" W, continuing along said northwesterly line, a distance of 20.78 feet to a point; thence the following three (3) courses and distances through lands now or formerly of Great Northern Mall

2. N 48°15'02" W, a distance of 83.68 feet to a point, said point being the southerly-most corner of an existing 20 ft. wide watermain easement; thence

3. N 41°44'58" E, along the southeasterly line of said existing easement, a distance of 20.00 feet to the southeasterly corner of said easement; thence

4. S 48°15'02" E, along a line which is parallel with and 20.00 feet northeasterly of course no. 2, said line being the southeasterly prolongation of the northeasterly line of said existing easement, a distance of 89.32 feet to the Point or Place of Beginning.

Subject to any easements or encumbrances of record.

Deed, Recorded on the
1 day of Dec. 1994 at
1:00 P.M. in Book 3969, Page 273 ac
and examined.

Gerrit L. Schuyler

COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

d

CLAY
3124

RIGHT-OF-WAY FORM NO. 3

RECEIVED of the TOWN of CLAY, a municipal corporation of the State of New York having its principal place of business at 4483 Route 31, Clay, New York, the Euclid Water District, a Town improvement district of the aforesaid Town of Clay, and the 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, hereinafter collectively referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

Great Northern SPE LLC, Wilmorite, Inc., 1265 Scottsville Road, Rochester, NY

hereinafter called the 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 as the operations of the Grantee, their successors, assigns and lessees may from time to time require upon, along, above, over, under, through, across and beyond the property which the Grantor(s) may have an interest, being a part of Lot No. 24, Block No. 1, of the Town of Clay, County of Onondaga, and State of New York.

Tax Map Nos. 28-01-40.4 & 28-01-43.0

SEE ATTACHED DESCRIPTION

13:18 07/01/02 1122002 MF DB-04728 -154

20775

DESCRIPTION OF 30' WIDE WATERMAIN EASEMENT TO O.C.W.A.

All that tract or parcel of land containing 0.342 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, as shown on a map entitled, "Easement Map" prepared by Sear-Brown, last revised April 24, 2002, having Drawing Number 11713 SU 10 and being more particularly bounded and described as follows:

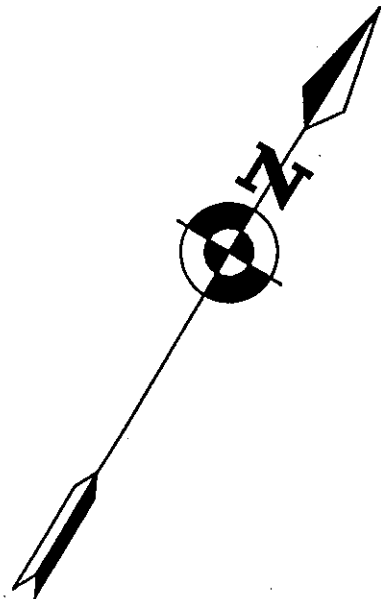
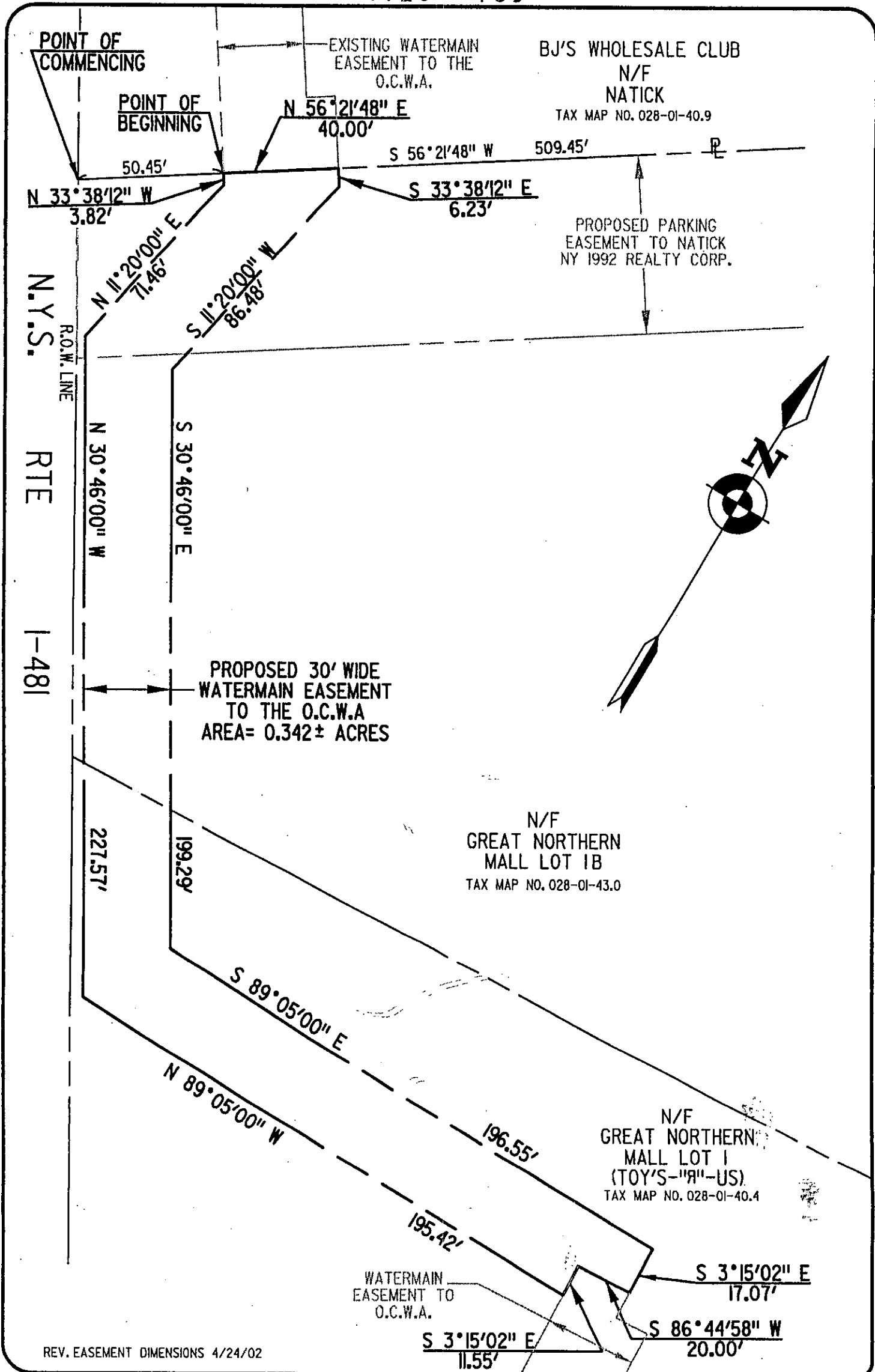
Commencing at a point on the division line between the lands now or formerly of Natick on the north and the lands now or formerly of Great Northern Mall, Lot 1B on the south, said point being on the easterly right-of-way line of the existing New York State Route I-481; thence

- A. N 56°21'48" E, along said division line, a distance of 50.45 feet to the Point of Beginning, said point being the southwest corner of an existing watermain easement to O.C.W.A ; thence
1. N 56°21'48" E, along said division line, a distance of 40.00 feet to a point; thence the following twelve (12) courses through the lands of Great Northern Mall Lot 1B and Lot1; thence
2. S 33°38'12" E, a distance of 6.23 feet to a point; thence
3. S 11°20'00" W, a distance of 86.48 feet to a point; thence
4. S 30°46'00" E, a distance of 199.29 feet to a point; thence
5. S 89°05'00" E, a distance of 196.55 feet to a point; thence
6. S 03°15'02" E, a distance of 17.07 feet more or less to a point, said point being the northeasterly corner of an existing watermain easement to O.C.W.A; thence the following two (2) course along said existing watermain easement.
7. S 86°44'58" W, a distance of 20.00 feet more or less to a point, said point being the northwesterly corner of said existing watermain easement; thence
8. S 03°15'02" E, a distance of 11.55 feet to a point; thence

11713/D006
3-26-02
J.W.P.
Rev. 4/24/02 SMD

9. N 89°05'00" W, a distance of 195.42 feet to a point; thence
10. N 30°46'00" W, a distance of 227.57 feet to a point; thence
11. N 11°20'00" E, a distance of 71.46 feet to a point; thence
12. N 33°38'12" W, a distance of 3.82 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.



<p>COPYRIGHT ©2001 SEAR-BROWN DRAWING ALTERNATION</p> <p>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF LICENSED ARCHITECT, PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT, OR LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY.</p> <p>ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL, AND THE REVISION ALTERED BY FOLLOWED BY HIS OR HER SIGNATURE AND SPECIFIC DESCRIPTIONS OF THE ALTERATIONS.</p>	<p>PROJECT NUMBER/ARCHITECT</p> <p>PROJECT NUMBER</p> <p>DRAWN BY E. BAILEY</p> <p>SCALE 1"=40'</p> <p>PRINT DATE 3/29/02</p>	<p>SEAR-BROWN</p> <p>85 Metro Park Rochester, N.Y. 14623-2874 (585) 475-1440 Fax: (585) 272-1814 www.searbrown.com</p>	<p>PROJECT BJ'S WHOLESALE CLUB GREAT NORTHERN MALL TOWN OF CLAY ONONDAGA COUNTY, NY</p> <p>TITLE OF DRAWING EASEMENT MAP</p>	<p>PROJECT NO. 11713</p> <p>DRAWING NO. SUI0</p>
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PROPERTY TO GRANTEE AND BY ACCEPTING THIS DEED, GRANTEE ACCEPTS THE PROPERTY **AS-IS, WHERE-IS, WITH ALL FAULTS** AND GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (II) THE MANNER, CONSTRUCTION, CONDITION, AND STATE OF REPAIR OR LACK OF REPAIR OF ANY OF SUCH IMPROVEMENTS, (III) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR WHICH MAY BE PROVIDED TO GRANTEE, (IV) THE CONFORMITY OF THE PROPERTY TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS OR THE COMPLIANCE WITH ANY OTHER LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY, (V) THE FINANCIAL EARNING CAPACITY OR HISTORY OR EXPENSE HISTORY OF THE OPERATION OF THE PROPERTY, (VI) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (VII) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDERSHORING, SUFFICIENCY OF DRAINAGE, (VIII) WHETHER THE PROPERTY IS LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, (IX) THE EXISTENCE OR NON-EXISTENCE OF ASBESTOS, UNDERGROUND OR ABOVE GROUND STORAGE TANKS, HAZARDOUS WASTE OR OTHER TOXIC OR HAZARDOUS MATERIALS OF ANY KIND OR ANY OTHER ENVIRONMENTAL CONDITION OR WHETHER THE PROPERTY IS IN COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, (X) THE PROPERTY'S INVESTMENT POTENTIAL OR RESALE POTENTIAL AT ANY FUTURE DATE, AT A PROFIT OR OTHERWISE, (XI) ANY TAX CONSEQUENCES OF OWNERSHIP OF THE PROPERTY OR (XII) ANY OTHER MATTER WHATSOEVER AFFECTING THE STABILITY, INTEGRITY, FITNESS FOR USE OR OTHER CONDITION OR STATUS OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED ON ALL OR PART OF THE PROPERTY (COLLECTIVELY, THE "**PROPERTY CONDITIONS**"), AND BY ACCEPTING THIS DEED, GRANTEE HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS GRANTEE MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PROPERTY, ITS IMPROVEMENTS OR THE PROPERTY CONDITIONS, SUCH WAIVER BEING ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY, EXCEPT TO THE EXTENT OTHERWISE PROVIDED IN THE AGREEMENT.

Grantor in compliance with Section 13 of the Lien Law, covenants that the consideration received for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the total of the same for any other purpose.

[Signature Page Follows]

EXHIBIT A

LAND DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York and being a part of Lot No.24 in said town, and being more particularly described as follows:

COMMENCING at a point in the easterly road boundary of New York State Route 481 at its intersection with the southwesterly corner of lands now or formerly owned by Great Northern Holdings, LLC as recorded in the Onondaga County Clerk's Office in Book 4810 of Deeds at Page 466 thence N 86°44'58" E., along the southerly line of said Great Northern Holdings, LLC a distance of 286.29 feet to the actual point of beginning;

thence N 86°44'58" E., continuing along the southerly line of said Great Northern Holdings, LLC a distance of 622.24 feet to a point said point being the southeasterly corner of said lands of Great Northern Holdings, LLC;

thence through other lands now or formerly owned by Great Northern Holdings, LLC as recorded in the Onondaga County Clerk's Office in Book 5415 of Deeds at Page 52 the following nine (9) courses and distances:

1. S 3°15'02" E., a distance of 333.00 feet to a point;
2. N 86°44'58" E., a distance of 1.42 feet to a point;
3. Southeasterly., on a curve to the left having a radius of 425.00 feet an arc distance of 130.48 feet to a point of reverse curvature;
4. Northwesterly., on a curve to the left having a radius of 25.00 feet an arc distance of 31.62 feet to a point of tangency;
5. S 86°41'27" W., a distance of 286.59 feet to a point of curvature;
6. Northwesterly., on a curve to the right having a radius of 296.00 feet an arc distance of 204.02 feet to a point of tangency;
7. N 53°49'06" W., a distance of 97.69 feet to a point of curvature;
8. Northerly., on a curve to the right having a radius of 190.00 feet an arc distance of 167.69 feet to a point of tangency.
9. N 3°15'02" W., a distance of 168.11 feet to the point of beginning.

8
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78, 886

When recorded mail to:
Realty Income Properties 21, LLC
c/o Realty Income Corporation
Attn: Legal Department
600 La Terraza Blvd
Escondido, CA 92025



BARGAIN AND SALE DEED WITHOUT COVENANT

This Bargain and Sale Deed without Covenant is executed as of September 12th, 2012, and effective as of September 20th, 2012.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **NATICK NY 1992 REALTY CORP.**, a New York corporation ("**Grantor**"), as grantor, having an address at c/o BJ's Wholesale Club, Inc. 25 Research Drive, Westborough, MA 01581, hereby grants and conveys to **REALTY INCOME PROPERTIES 21, LLC**, a Delaware limited liability company, as grantee, having an address at c/o Realty Income Corporation, 600 La Terraza Boulevard, Escondido, CA 92025-3873, that certain parcel of land located in Clay, County of Onondaga, State of New York, and legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**"), together with all buildings and other improvements located thereon, if any, and all and singular the rights, privileges and appurtenances thereto in any manner belonging to said Grantor.

Grantor, in compliance with Section 13 of the New York Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the Improvements and will so apply the same before using any part of the total of the same for any other purpose.

Except to the extent, if any, expressly set forth in this Deed, this Deed is made without covenant of any kind, and without recourse with respect to Grantor or with respect to any of the partners, officers, agents, employees, representatives or other constituent entities of Grantor, except only such limited recourse (including as to representations, warranties and indemnities) as is expressly set forth in that certain Agreement for Purchase and Sale of Real Estate, entered into by and between Realty Income Corporation, as purchaser, and BJ's Wholesale Club, Inc., as seller, dated as of August 6, 2012 (as the same has been amended and assigned, the "**Agreement**"), and then only in accordance with and subject to the terms of such Agreement.

[The remainder of this page is intentionally left blank.]

3593
147

09104 1001112 0079712 24 DE-5215-00-46

EXHIBIT A

Clay NY

Parcel I:

ALL that tract or parcel of land, more or less, situate in the Town of Clay, County of Onondaga, State of New York, and being more particularly bounded and described as follows:

COMMENCING at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1039 New York State Route 31 (width varies) with the easterly right-of-way line of New York State Route 481;

THENCE along said last mentioned easterly right-of-way line the following four (4) courses and distances:

1. North 07 degrees 18' 26" West, a distance of 125.40 feet to a point; thence
2. North 30 degrees 48' 21" West, a distance of 170.00 feet to a point; thence
3. North 49 degrees 02' 38" West, a distance of 670.70 feet to a point; thence
4. North 30 degrees 24' 00" West, a distance of 601.47 feet to a point of intersection with the easterly line of lands of Route 31 Associates; said point also being the Point of Beginning of the hereinafter described parcel;

THENCE from said point of beginning North 30 degrees 24' 00" West, continuing along the aforementioned easterly right-of-way line of New York State Route 481, a distance of 11.53 feet to an angle point;

THENCE North 33 degrees 38' 12" West, continuing along said easterly right-of-way line, a distance of 418.77 feet to a point;

THENCE North 56 degrees 21' 48" East, through the lands of Route 31 Associates, a distance of 253.52 feet to a point of intersection with the aforementioned easterly line of lands of Route 31 Associates;

THENCE South 03 degrees 04' 00" East, along said easterly line, a distance of 499.75 feet to the Point of BEGINNING.

Parcel II:

ALL that tract or parcel of land, situate in the Town of Clay, County of Onondaga, State of New York, and being more particularly bounded and described as follows:

Clay Pl. 24

COMMENCING at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero State Highway No. 1039 New York State Route 31 (width varies) with the easterly right-of-way line of New York State Route 481;

THENCE along said last mentioned easterly right-of-way line following four (4) courses:

1. North 07 degrees 18' 26" West, a distance of 125.40 feet to a point; thence
2. North 30 degrees 48' 21" West, a distance of 170.00 feet to a point; thence
3. North 49 degrees 02' 38" West, a distance of 670.70 feet to a point; thence
4. North 30 degrees 24' 00" West, a distance of 392.42 feet to the point of beginning of the hereinafter described parcel;

THENCE from said point of beginning North 30 degrees 24' 00" West, continuing along the aforementioned easterly right-of-way line of New York State Route 481, a distance of 209.05 feet to a point of intersection with the easterly line of lands now or formerly of Route 31 Associates;

THENCE North 03 degrees 04' 00" West, along said easterly line, a distance of 499.75 feet to a point;

THENCE North 56 degrees 21' 48" East, a distance of 480.87 feet to a point and lands now or formerly of Fabianek;

THENCE North 86 degrees 49' 00" East, along said lands now or formerly of Fabianek and continuing along lands now or formerly of Weaver and Earrender, Higgs and Stockwell, a distance of 429.93 feet to a point;

THENCE the following four (4) courses through said lands of Great Northern Mall:

1. South 33 degrees 38' 12" East, a distance of 483.10 feet to a point; thence
2. South 56 degrees 21' 48" West, a distance of 608.00 feet to a point; thence
3. North 33 degrees 38' 12" West, a distance of 62.00 feet to a point; thence
4. South 56 degrees 21' 48" West, a distance of 509.45 feet to the easterly right of way line of New York State Route 481 and the point of BEGINNING.

Together with the benefits described in Construction, Operation and Reciprocal Easement Agreement between Natick 1992 Realty Corp. and Great Northern Mall, L.P. recorded in Liber 3893 page 155.

Great Northern Mall Sub Ct. 2

Pf. 24 Clay

Together with the benefits described in Reciprocal Easement Agreement between Great Northern Mall and Crown American Corporation, Adcor Realty Corporation and Sears, Roebuck and Co., dated December 4, 1987 and recorded May 26, 1988 in Liber 3446 of Deeds, Page 283; as amended by Amendment No. 1 to Construction, etc. recorded in Liber 3526 of Deeds, Page 10; and as further amended by Amendment No. 2 to Construction, etc. recorded in Liber 3893 of Deeds, Page 222.

NY4575202.1

0 2720MAY3194

3927-306

T.T.
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AGREEMENT

THIS EASEMENT AGREEMENT, made this 12th day of April, 1994, between GREAT NORTHERN MALL, L.P., having offices at 1265 Scottsville Road, Rochester, New York 14624 (hereinafter "Owner"), and NATICK N Y 1992 REALTY CORP., having offices at One Mercer Road, Natick, Massachusetts 01760 (hereinafter "Grantee").

005386

W I T N E S S E T H:

NY

WHEREAS, Owner has heretofore conveyed property to the Grantee (hereinafter "Grantee's Parcel"), which is a part of Owner's Great Norther Mall (hereinafter the "Mall"), in the Town of Clay, County of Onondaga and State of New York; and

WHEREAS, Grantee will be constructing a building (hereinafter the "Building") on its parcel which will be operated initially as a B.J.'s Wholesale Club; and

WHEREAS, Owner will dedicate the sewer lines on its property that will serve Grantee's parcel to the Town of Clay; and

WHEREAS, Owner has agreed to grant an easement to the Grantee for the purpose of connecting to such sewer lines under the terms and conditions of this Agreement.

NOW, THEN, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Owner hereby grants to Grantee a permanent easement (hereinafter "Easement") for the purpose of laying, constructing, maintaining, operating, inspecting, repairing and replacing, an underground sanitary sewer line, and such manholes and underground appurtenances as may be necessary to connect the Building to the sewer lines on Owner's property.

2. The course of the Easement (hereinafter the "Premises") shall be as set forth on Exhibit 1, annexed hereto and made a part hereof.

3. Notwithstanding the grant of the Easement, the Owner shall have the right to place along, across and over the Premises as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines, and other utilities as Owner may desire,

R.R. Markham, Jr. with
Geo. Brubaker, Mark R. Gidg
Syracuse, NY 13221
P.O. Box 41609
10905

3927 309

1563Q.025/1
1-17-94 R.W.II

DESCRIPTION OF PRIVATE SANITARY SEWER EASEMENT

All that tract or parcel of land containing 0.026 acres, more or less, being part of Military Lot 2, Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Easement for Sanitary Sewer Purposes," prepared by The Sear-Brown Group, Inc., dated January 17, 1994, having Drawing No. 1563Q SU 9 and being more particularly bounded and described as follows:

24.

Commencing at a point in the easterly right-of-way line of New York State Route 481, said point being the most southerly corner of the proposed BJ's Wholesale Club; thence

A. N 56°21'48" E, along the southeasterly line of said proposed BJ's Wholesale Club, a distance of 475.62 feet to the Point or Place of Beginning; thence

1. N 56°21'48" E, continuing along said southeasterly line of said proposed BJ's, a distance of 21.67 feet to a point; thence

2. S 56°18'25" E, through lands now or formerly of Great Northern Mall, a distance of 31.54 feet to a point in the southwesterly line of said proposed BJ's; thence

3. S 33°38'12" E, along said southwesterly line, a distance of 32.89 feet to a southerly corner of the proposed BJ's Wholesale Club, said point being on the northwesterly face of a proposed 20 foot wide sanitary sewer easement to the Town of Clay; thence the following two (2) courses and distances through lands now or formerly of Great Northern Mall

4. S 56°21'48" W, along said northwesterly face of proposed easement, a distance of 7.94 feet to the westerly corner thereof; thence

5. N 56°18'25" W, along a line which is parallel with and 20 feet southwesterly of course no. 2, and being the northwesterly prolongation of the southwesterly line of the aforementioned proposed easement, a distance of 67.19 feet to the Point or Place of Beginning.

Subject to any easements or encumbrances of record.

Deed, Recorded on the
31 day of March 1994
3:51 P.M. in Book 3927 Page 306
and examined.

Guarant & Allyn
COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

EXHIBIT 1

ONONDAGA COUNTY WATER AUTHORITY
Northern Concourse - P.O. Box 8
SYRACUSE, NEW YORK 13211

00910 PROJECT NO. A94-67

150511

RIGHT-OF-WAY FORM NO. 2

FORM 3921 PAGE 063

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

00421

Great Northern Mall, L.P., 1265 Scottville Road, Rochester, NY 14624

CLAY

hereinafter called the Grantor(s), hereby grant(s) and releases unto said Grantee, its 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 Lot No. 40, Block No. 01, Section 29 of the Town of Clay, County of Onondaga, and State of New York.

* non-exclusive

TAX MAP No. 29-01-40

RECORDED

MAY 2 3 1994

CLAY

RECEIVED
\$ 2
REAL ESTATE
MAY 2 1994
TRANSFER TAX
ONONDAGA
COUNTY
010375

FORM 14C
(3/91)

MT

A94-67 NFP 3921 PAGE 065
11713.004/1
3-07-94 R.A.V.

DESCRIPTION OF WATERMAIN EASEMENT WE-2 TO
ONONDAGA COUNTY WATER AUTHORITY

All that tract or parcel of land containing 0.570 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, as shown on a map entitled, "BJ's Wholesale Club, Watermain Easement," prepared by The Sear-Brown Group, Inc., last revised March 5, 1994, having drawing number 11713 SU 3 and being more particularly bounded and described as follows:

Commencing at a point at the most easterly corner of lands now or formerly of BJ's Wholesale Club; thence

A. S 56°21'48" W, along the southerly line of said lands of BJ's Wholesale Club, a distance of 583.42 feet to the Point or Place of Beginning; thence the following five (5) courses and distances through lands now or formerly of Great Northern Mall

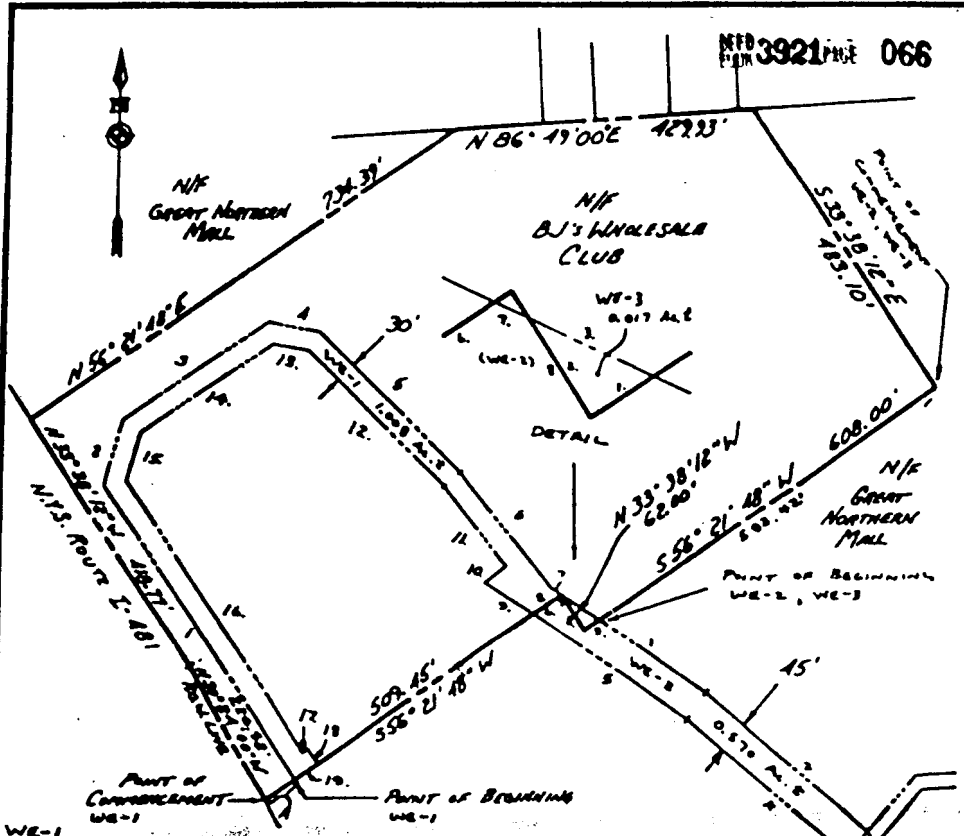
1. S 56°18'25" E, a distance of 184.44 feet to a point; thence
2. S 49°53'05" E, a distance of 309.92 feet to a point on the northwesterly line on an existing 20 foot wide watermain easement as filed in the Onondaga County Clerk's Office in Liber 3476 of Deeds at page 236; thence
3. S 41°44'58" W, along said existing easement line, a distance of 45.02 feet to a point which is 45.00 feet, measured perpendicularly, southwesterly of course (2); thence
4. N 49°53'05" W, along a line that is parallel with and 45.00 feet southwesterly of course (2), a distance of 306.11 feet to a point; thence
5. N 56°18'25" W, along a line that is parallel with and 45.00 feet southwesterly of course (1), a distance of 267.90 feet to a point of intersection with the aforementioned southerly line of lands of BJ's Wholesale Club; thence
6. N 56°21'48" E, along said southerly line, a distance of 48.77 feet to a point; thence
7. S 56°18'25" E, through the aforementioned lands of Great Northern Mall, a distance of 3.43 feet to a point of intersection with said southerly line of the lands of BJ's Wholesale Club; thence the following two (2) courses along said southerly line
8. S 33°38'12" E, a distance of 58.84 feet to a point; thence
9. N 56°21'48" E, a distance of 24.58 feet to the Point of Beginning.

Deed, Recorded on the
2 day of May 1994 at
4:31 A.M. in Book 3921 Page 6
and examined - Map on page 4.
James J. ...

Subject to any easements or encumbrances of record.

COUNTY CL.
ONONDAGA COUNTY CLERK'S OFF.

NED 3921 PAGE 066



- WE-1
- 1. N 56° 21' 48" E 50.45'
 - 2. N 33° 38' 12" W 502.41'
 - 3. N 15° 48' 35" E 95.10'
 - 4. N 56° 21' 48" E 206.47'
 - 5. S 70° 38' 08" W 73.37'
 - 6. S 45° 45' 26" E 277.67'
 - 7. S 38° 41' 38" E 211.16'
 - 8. S 56° 21' 48" W 16.82'
 - 9. S 56° 21' 48" W 48.77'
 - 10. N 56° 18' 25" W 81.07'

- 10. N 51° 15' 22" E 38.60'
 - 11. N 38° 41' 38" W 145.01'
 - 12. N 45° 45' 26" W 278.78'
 - 13. N 70° 38' 08" W 52.09'
 - 14. S 56° 21' 48" W 223.28'
 - 15. S 15° 48' 35" W 70.18'
 - 16. S 33° 38' 12" E 463.31'
 - 17. N 56° 21' 48" E 11.00'
 - 18. S 33° 38' 12" E 25.00'
 - 19. S 56° 21' 48" W 40.00'
- AREA = 1.008 ACRES ±

- WE-2
- 1. S 56° 18' 25" E 109.44'
 - 2. S 49° 53' 06" E 303.92'
 - 3. S 41° 44' 58" W 45.02'
 - 4. N 49° 53' 06" W 306.11'
 - 5. N 56° 18' 25" W 267.90'
 - 6. N 56° 21' 48" E 48.77'
 - 7. S 56° 18' 25" E 2.49'
 - 8. S 33° 38' 12" E 58.84'
 - 9. N 56° 21' 48" E 29.58'
- AREA = 0.570 ACRES ±

- WE-3
- 1. S 56° 21' 48" W 29.58'
 - 2. N 33° 38' 12" W 58.84'
 - 3. S 56° 18' 25" E 63.76'
- AREA = 0.017 ACRES ±

THE HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE NEW YORK STATE PLANS COORDINATE SYSTEM, CENTRAL ZONE, TRANSVERSE MERCATOR PROJECTION.

**BJ's WHOLESALE CLUB
WATERMAIN EASEMENT**

TOWN OF CLAY, COUNTY OF ONONDAGA
STATE OF NEW YORK

OCTOBER 22, 1993 1" = 200'

THE
SEAR-BROWN
GROUP
FULL-SERVICE
DESIGN PROFESSIONALS
81 METRO PARK
ROCHESTER NEW YORK
14621
716-473-4400
FAX: 716-373-1004

© SIGNED 8/8/94 RAY.

A94-67

1171.7 S11.3 17.3

R + P: Stewart Title

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (“Agreement”) is made and entered into as of July 21, 2020, by and between **GREAT NORTHERN MALL HOLDING, LLC**, a New York limited liability company (“GNM”), and **STARCLAY, LLC**, a Delaware limited liability company (“SC”), with reference to the following facts:

WHEREAS, SC is the owner of the real property situated in the Town of Clay, Onondaga County, New York, consisting of the parcel legally described on **Exhibit A** attached hereto and made a part hereof and depicted as New Lot 4155B on the Subdivision Plan attached hereto as **Exhibit C** (“SC Lot”), and GNM is the Owner of the adjoining parcel of real property described on **Exhibit B** attached hereto and made a part hereof and depicted as New Lot 4155A on **Exhibit C** attached hereto (“GNM Lot”).

WHEREAS, SC and GNM desire to grant certain easements upon the SC Lot and the GNM Lot (individually, a “Parcel” and together, the “Parcels”), and to establish certain covenants, conditions and restrictions with respect to the Parcels for their benefit and for the mutual and reciprocal benefit of the Parcels and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the GNM and SC hereby establish, declare, covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, SC and GNM on their behalf and their successors and assigns covenant and agree as follows:

1. Definitions. For purposes hereof:

(a) The term “Owner” or “Owners” shall mean SC and GNM and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

**EXHIBIT A
SC LOT LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York and being a part of Farm Lot No. 24 in said Town and being more particularly described as follows:

COMMENCING at the intersection of the northerly road boundary of New York State Route 31 and the easterly road boundary of New York State Route 481, **thence N 22°58'27" E.**, through lands now or formerly owned by Great Northern Holdings LLC as recorded in the Onondaga County Clerk's Office in Liber 5415 of Deeds, Page 52, a distance of **1,643.24 feet** to the **POINT OF BEGINNING**, said Point of Beginning being **S 04°27'34" E.**, a distance of **546.31 feet** from the southeasterly corner of lands now or formerly owned by Dane & Melissa Keller as recorded in Liber 4607 of Deeds, Page 161;

thence N 56°45'11" E., a distance of **222.06 feet** to a point of curvature;

thence northeasterly, along a curve to the right having a radius of **180.00 feet** an arc distance of **93.84 feet** to a point;

thence N 86°37'27" E., a distance of **338.06 feet** to a point;

thence S 03°18'32" E., a distance of **182.82 feet** to a point;

thence S 89°24'43" W., a distance of **12.33 feet** to a point;

thence S 0°13'15" E., a distance of **245.63 feet** to a point;

thence S 41°52'11" W., a distance of **73.38 feet** to a point;

thence S 03°09'38" E., a distance of **67.95 feet** to a point;

thence S 86°45'49" W., a distance of **239.38 feet** to a point;

thence N 00°36'23" W., a distance of **5.89 feet** to a point;

thence S 89°21'46" W., a distance of **32.48 feet** to a point;

thence N 00°36'23" W., a distance of **30.31 feet** to a point;

thence S 89°21'46" W., a distance of **102.01 feet** to a point;

thence N 00°38'14" W., a distance of **100.17 feet** to a point;

thence S 89°21'46" W., a distance of **59.11 feet** to a point of curvature;

thence southwesterly, along a curve to the left having a radius of **65.00 feet** an arc distance of **35.97 feet** to a point;

thence S 57°39'21" W., a distance of **30.94 feet** to a point of curvature;

thence southwesterly, along a curve to the right having a radius of **165.00 feet** an arc distance of **66.45 feet** to the Point of Beginning.

Containing 6.623 Acres or 288,514 Square Feet of Land more or less, identified as New Lot 4155 B, all as shown on the Final Plan Great Northern Subdivision made by Lehr Land Surveyors, Drawing No. 19-147a dated August 5, 2019 and filed in the Onondaga County Clerk's office on _____, 2020.

EXHIBIT B GNM LOT LEGAL DESCRIPTION

Legal Description of GNM Lot

All that tract or parcel of land, situate in the Town of Clay, County of Onondaga, State of New York, and more particularly bounded and described as follows:

PFL 24

Beginning at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S Route 31) with the easterly right-of-way line of New York State Route 481; thence 1. N 07°18'26" W, along the easterly line of New York State Route 481, a distance of 125.40 feet to an angle point; thence 2. N 30°48'21" W, along the aforementioned easterly line of New York State Route 481, a distance of 170.00 feet to an angle point;

thence 3. N 49°02'38" W, along the aforementioned easterly line of New York State Route 481, a distance of 670.70 feet to an angle point;

thence 4. N 30°24'00" W, along the aforementioned easterly line of New York State Route 481, a distance of 193.05 feet to an angle point;

thence 5. N 86°44'58" E, a distance of 908.53 feet to a point; thence 6. N 03°15'02" W, a distance of 682.02 feet to a point; thence 7. N 33°38'12" W, a distance of 491.37 feet to a point in the southerly line of lands now or formerly of Stockwell; thence 8. N 86°49'00" E, along the southerly line of lands now or formerly of Stockwell, and lands now or formerly of Gabor and lands now or formerly of Keller, a total distance of 711.02 feet to a point;

thence 9. N 03°55'44" W, along the easterly line of lands now or formerly Robert Keller, a distance of 228.89 feet to the southeasterly corner of lands now or formerly of DeLong;

thence 10. N 77°40'26" E, along the southerly line of said lands of DeLong, a distance of 400.00 feet to a point;

thence 11. N 03°55'44" W, along the easterly line of said lands of DeLong, a distance of 300.00 feet to the southerly right-of-way line of Ver Plank Road;

thence 12. N 77°40'26" E, along the aforementioned southerly right-of-way line, a distance of 160.36 feet to a point of curvature;

thence 13. Easterly, along said right-of-way line, on a curve to the right, having a radius of 9021.95 feet, through a central angle of 00°38'00", a distance of 99.73 feet to a point of tangency;

thence 14. N 78°18'26" E, along said right-of-way line, a distance of 421.83 feet to a point on the westerly line of lands now or formerly Genevieve Murphy;

thence 15. S 08°10'05" E, along the west line of said lands of Murphy, a distance of 728.01 feet to a point;

thence 16. N 86°49'55" E, along the southerly line of said lands of Murphy, a distance of 1890.52 feet to the westerly right-of-way line of Morgan Road (66ft. Wide);

thence 17. S 14°09'55" W, along said westerly right-of-way line, a distance of 422.08 feet to a point of curvature;

thence 18. Southwesterly, continuing along said right-of-way line on a curve to the left, having a radius of 1877.36 feet, through a central angle of 12°07'39", a distance of 397.37 feet to a point;

thence 19. S 86°49'55" W, a distance of 601.74 feet to a point at the northwest corner of lands now or formerly of Hendrix Vance;

thence 20. S 03°27'34" E, along the westerly line of lands now or formerly Hendrix Vance and lands now or formerly of Don Vail, a total distance of 911.37 feet to a point;

thence 21. S 85°22'55" W, along the northerly line of lands now or formerly of Steven Krell, a Distance of 178.09 feet to a point;

thence 22. S 21° 05'27" E, along the westerly line of the aforementioned Krell lands, a distance of 105.92 feet to a point at the northeast corner of lands now or formerly of Slater; thence 23. S 68°54'33" W, along the northerly line of said lands of Slater, a distance of 118.80 feet to a point; thence 24. S 21°05'27" E along the westerly line of said lands of Slater, a distance of 155.92 feet to a point in the northerly line of a parcel to be acquired by the People of the State of New York;

thence the following two (2) courses and distances along said northerly line 25. S 75°31'04" W, a distance of 6.49 feet to an angle point;

thence 26. S 84°36'48" W, a distance of 371.72 feet to a point;

thence 27. N 03°15'02" W, a distance of 298.27 feet to a point;

thence 28. S 56°44'58" W, a distance of 138.41 feet to a point;

thence 29. Southwesterly, on a curve to the right, having a radius of 383.00 feet, through a central angle of 14°39'10", a distance of 97.95 feet to a point;

thence 30. S 03°15'02" E, a distance of 199.24 feet to a point in the aforementioned northerly line of a parcel to be acquired by the People of the State of New York;

thence 31. S 84°36'48" W, along said northerly line, a distance of 11.19 feet to a point in the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31);

thence 32. S 86°44'58" W, a distance of 638.53 feet to a point;

thence 33. S 87°17'58" W, a distance of 589.00 feet to a point;

thence 34. S 89°53'37" W, a distance of 23.10 feet to a point; thence 35. N 03°15'02" W, along the easterly line of the General Mills Site, a distance of 179.08 feet to a point;

thence the following three (3) courses and distances along the northerly line of said site 36. S 86°44'58" W, a distance of 188.58 feet to a point of curvature;

thence 37. Northwesterly, on a curve to the right, having a radius of 425.00 feet, through central angle of 60°45'09", a distance of 450.64 feet to a point;

thence 38. S 57°30'07" W, a distance of 63.72 feet to a point; thence 39. S 03°15'02" E, along the westerly line of said General Mills Site, a distance of 350.00 feet to a point of intersection with the aforementioned northerly right-of-way line N.Y.S. Route 31;

thence 40. S 88°14'22" W, along said northerly right-of-way line, a distance of 252.23 feet to the Point of Beginning.

Excepting from the above; lands of the Sears Site described as follows:

All that tract or parcel of land more or less, situate in the Town of Clay, County of Onondaga, State of New York, and more particularly bounded and described as follows:

Commencing at a point of intersection of the westerly right-of-way line of Morgan Road (66ft. wide) with the southerly line of lands of Great Northern Mall, said line being the southerly line of lands formerly of June Hullin;

thence A. S 86°49'55" W, along the aforementioned southerly line of lands formerly of June Hullin, a distance of 601.74 feet to a point at the northwesterly corner of lands now or formerly of Hendrix Vance, and continuing S 86°49'55" W, through lands of Great Northern Mall, a distance of 139.58 feet to the Point of Beginning of the hereinafter described parcel; thence the following Courses through lands of Great Northern Mall

1. S 03°15'02" E, a distance of 516.57 feet to a point of curvature;
- thence 2. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 19°41'47", a distance of 85.94 feet to a point;
- thence 3. S 86°44'58" W, a distance of 608.45 feet to a point; thence 4. N 03°15'02" W, a distance of 548.00 feet to a point; thence 5. S 86°44'58" W, a distance of 21.50 feet to a point; thence 6. N 03°15'02" W, a distance of 302.00 feet to a point; thence 7. N 86°44'58" E, a distance of 444.58 feet to a point of curvature;

thence 8. Southeasterly, along a curve to the right, having a radius of 200.00 feet, through a central angle of 90°00'00", a distance of 314.16 feet to the point of tangency;
thence 9. S03°15'02" E, a distance of 49.17 feet to the Point of Beginning.

Also exception lands of Adcor Site described as follows:

All that tract or parcel of land, more or less, situate in the Town of Clay, County of Onondaga, State of New York, and being more particularly bounded and described as follows;

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481;

Thence the following five (5) courses along said northerly right-of-way line A. N 88°14'22" E, a distance of 295.04 feet to a point;

thence B. N 88°46'32" E, a distance of 114.04 feet to a point; thence C. N 87°17'58" E, a distance of 331.33 feet to a point; thence D. N 89°53'37" E, a distance of 150.21 feet to a point; thence E. N 87°17'58" E, a distance of 495.34 feet to a point; thence F. N 03°15'02" W, a distance of 91.74 feet to the Point of Beginning of the hereinafter described parcel;

thence 1. N 03°15'02" W, a distance of 187.23 feet to a point; thence 2. S 86°44'58" W, a distance of 225.00 feet to a point; thence 3. N 03°15'02" W, a distance of 454.71 feet to a point; thence 4. N 86°44'58" E, a distance of 88.67 feet to a point; thence 5. S 48°15'02" E, a distance of 64.99 feet to a point; thence 6. N 86°44'58" E, a distance of 482.72 feet to a point; thence 7. S 48°15'02" E, a distance of 194.85 feet to a point; thence 8. N 41°44'58" E, a distance of 124.00 feet to a point; thence 9. S 48°15'02" E, a distance of 279.58 feet to a point; thence 10. S 03°15'02" E, a distance of 172.35 feet to a point; thence 11. Southwesterly, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30°00'00", a distance of 181.69 feet to a point of tangency;

thence 12. S 86°44'58" W, a distance of 87.79 feet to a point of curvature;

thence 13. Southwesterly, along a curve to the left, having a radius of 200.00 feet, through a central angle of 30°00'00", a distance of 104.72 feet to a point of tangency;

thence 14. S 56°44'58" W, a distance of 26.39 feet to a point; thence 15. S 03°15'02" E, a distance of 41.57 feet to a point; thence 16. S 56°44'58" W, a distance of 36.64 feet to a point of curvature;

thence 17. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 30°00'00", a distance of 130.90 feet to a point of tangency;

thence 18. S 86°44'58" W, a distance of 230.00 feet to a point of curvature;

thence 19. Northwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 10°16'59", a distance of 44.87 feet to the Point of Beginning.

EXCEPTING SO MUCH OF THE ABOVE DESCRIBED PREMISES AS WAS CONVEYED TO GREAT NORTHERN

HOLDINGS LLC IN DEED DATED DECEMBER 1, 2003 AND RECORDED DECEMBER 4, 2003 IN BOOK 4810

PAGE 466.

AND FURTHER EXCEPTING THE FOLLOWING DESCRIBED PREMISES:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York and being a part of Farm Lot No. 24 in said Town and being more particularly described as follows:

COMMENCING at the intersection of the northerly road boundary of New York State Route 31 and the easterly road boundary of New York State Route 481, **thence N 22°58'27" E.**, through lands now or formerly owned by Great Northern Holdings LLC, as recorded in the Onondaga County Clerk's Office in Liber 5415 of Deeds, Page 52, a distance of **1,643.24 feet** to the **POINT OF BEGINNING**, said Point of Beginning being **S 04°27'34" E.**, a distance of **546.31 feet** from the southeasterly corner of lands now or formerly owned by Dane & Melissa Keller as recorded in Liber 4607 of Deeds, Page 161;

thence N 56°45'11" E., a distance of **222.06 feet** to a point of curvature;

thence northeasterly, along a curve to the right having a radius of **180.00 feet** an arc distance of **93.84 feet** to a point;

thence N 86°37'27" E., a distance of **338.06 feet** to a point;

thence S 03°18'32" E., a distance of **182.82 feet** to a point;

thence S 89°24'43" W., a distance of **12.33 feet** to a point;

thence S 0°13'15" E., a distance of **245.63 feet** to a point;

thence S 41°52'11" W., a distance of **73.38 feet** to a point;

thence S 03°09'38" E., a distance of **67.95 feet** to a point;

thence S 86°45'49" W., a distance of **239.38 feet** to a point;

thence N 00°36'23" W., a distance of **5.89 feet** to a point;

thence S 89°21'46" W., a distance of **32.48 feet** to a point;

thence N 00°36'23" W., a distance of **30.31 feet** to a point;

thence S 89°21'46" W., a distance of **102.01 feet** to a point;

thence N 00°38'14" W., a distance of **100.17 feet** to a point;


thence S 89°21'46" W., a distance of **59.11 feet** to a point of curvature;

thence southwesterly, along a curve to the left having a radius of **65.00 feet** an arc distance of **35.97 feet** to a point;

thence S 57°39'21" W., a distance of **30.94 feet** to a point of curvature;

thence southwesterly, along a curve to the right having a radius of **165.00 feet** an arc distance of **66.45 feet** to the Point of Beginning.

Containing 6.623 Acres or 288,514 Square Feet of Land more or less, identified as New Lot 4155 B, all as shown on the Final Plan Great Northern Subdivision made by Lehr Land Surveyors, Drawing No. 19-147a dated August 5, 2019 and filed in the Onondaga County Clerk's office on _____, 2020.

Exterior Common Areas 

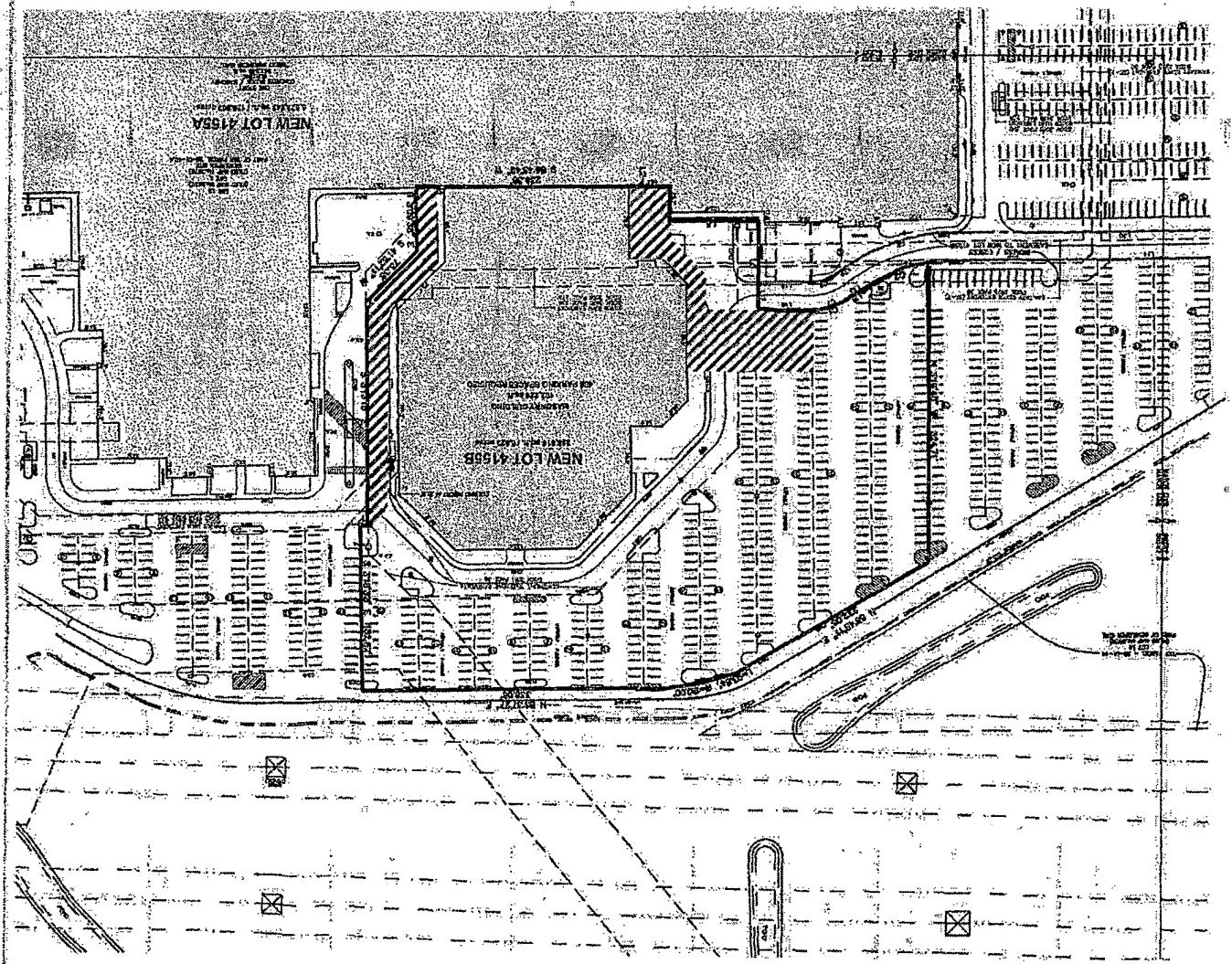


EXHIBIT D
EXTERIOR COMMON AREAS ON SC LOT

ZONING NOTES

Jurisdiction: Town of Clay, New York
Zoning District: (RC-1) Regional Commercial
Requirements:
Setbacks:
Front: 100 ft.
Side: 75 ft.
Rear: 75 ft.
Minimum Site Area: 5 ac.
Maximum Building Height: 35 ft. / 4 floors
Parking: 4 spaces per 1,000 sf. (on the gross of entire floor area of a building or structure)
Zoning Information and source from available information on Town website (www.townofclay.org).

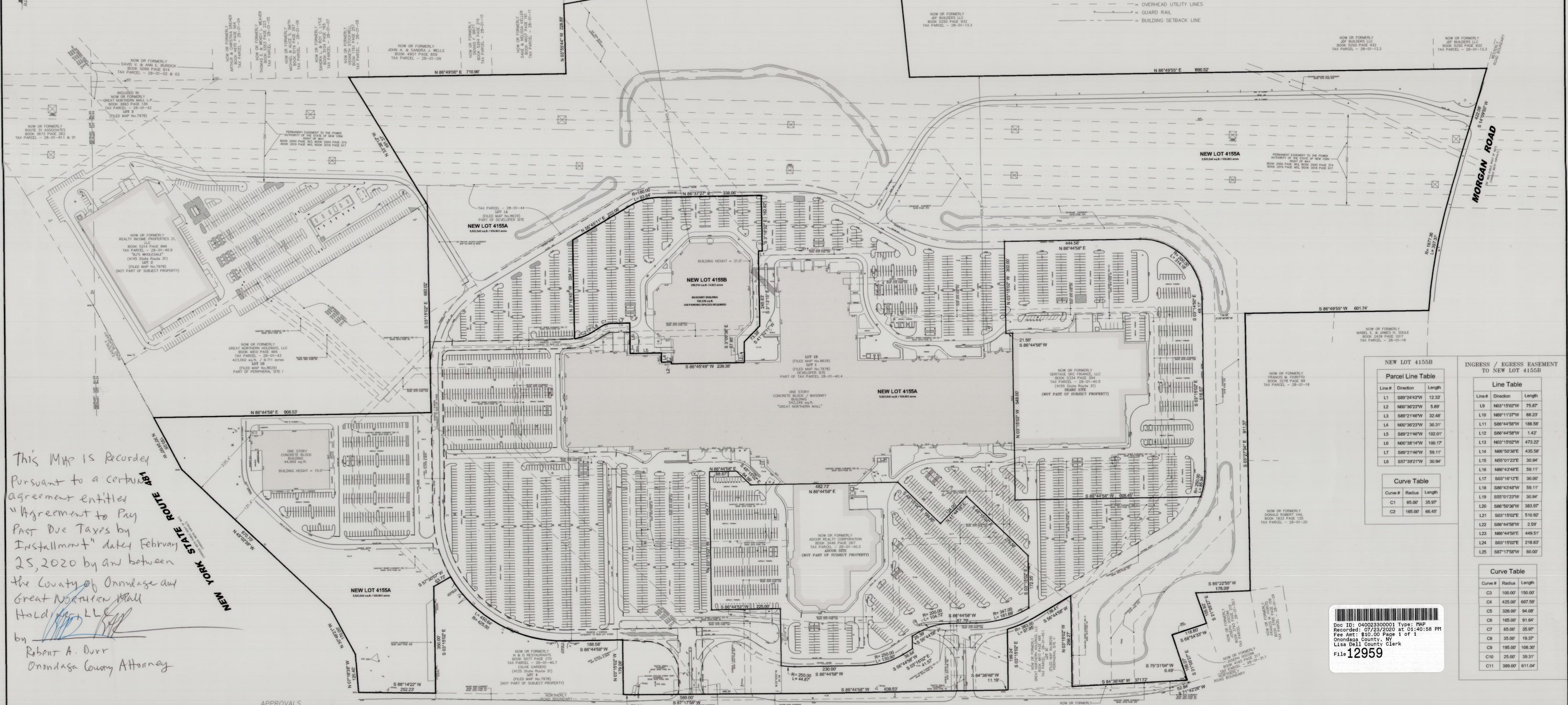
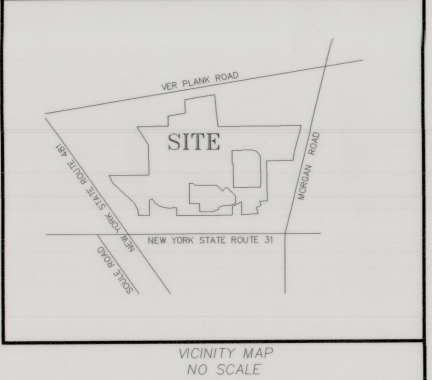
GENERAL NOTES

Only survey maps with the Land Surveyor's embossed seal are genuine true and correct copies of the surveyor's original work and opinion.
Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of section 7209, sub-division 2, of the New York State Education Law.
Certification indicated hereon shall apply only to the persons for whom this survey was performed and on their behalf to the title insurance company governing agency and lending institution and to the assignees of the lending institution and/or subsequent owners.
This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain insurance for any subsequent or future grantees.
Survey prepared with the benefit of a Title prepared by Stewart Title Insurance Company, Title No. 7652746 with an effective date of May 13, 2019.
Location surveys do not include the staking of the property corners except as shown.
No building construction and/or improvements can be performed until the correct applications have been submitted for approval.
Water Main Easement recorded in the Onondaga County Clerk's Office in Book 3475 of Deeds at Page 236 is granted and maintained by The Onondaga County Water Authority.
Sanitary Sewer Easement recorded in the Onondaga County Clerk's Office in Book 3975 of Deeds at Page 30 is granted and maintained by the Town of Clay.
Drainage Easement recorded in the Onondaga County Clerk's Office in Book 3478 of Deeds at Page 319 is granted to the Town of Clay.

LAND OWNER
GREAT NORTHERN HOLDINGS, LLC
BOOK 5415 PAGE 52
TAX LOTS 28-01-40.4 & 28-01-44

LEGEND

- Light Pole, BOLLARD, 6" SQUARE MONUMENT FOUND, TRANSFORMER, CATCH BASIN, SANITARY SEWER MANHOLE, NO PARKING AREA, MANHOLE, TELEPHONE MANHOLE, WATER VALVE, UTILITY POLE, IRON PIPE FOUND, SIGNAL POLE, ELECTRIC BOX, RECORDED, GAS MARKER, HYDRANT, SIGN, GAS METER, STOP BAR, HANDICAP LOGO, GROUND LIGHT, STORM MANHOLE, UTILITY POLE, FLAG POLE, SEWER CLEAN OUT, DIRECTIONAL ARROW, MEASURED, ELECTRIC METER, CHAIN LINK FENCE, CUT WIRE, OVERHEAD UTILITY LINES, GUARD RAIL, BUILDING SETBACK LINE



This Map is Recorded Pursuant to a certain agreement entitled "Agreement to Pay Past Due Taxes by Installment" dated February 25, 2020 by and between the County of Onondaga and Great Northern Holdings, LLC by Robert A. Durr Onondaga County Attorney

NEW LOT 4155B Parcel Line Table and Curve Table. Includes tables for Line #, Direction, Length and Curve #, Radius, Length.



TOWN OF CLAY
Approved by: Russell Mitchell PB Chair 6/23/20

ONONDAGA COUNTY HEALTH DEPARTMENT DIVISION OF ENVIRONMENTAL HEALTH JUN 23 2020
The proposed arrangements for water supply and sewage disposal for this project are acceptable to this Department. Subdivision approval by this Department is not required.
Bureau of Public Health Engineering P.E.

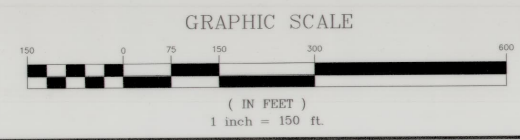


Table with columns: No., DATE, DESCRIPTION, BY. Entries: 1 06/03/20 Town Comments No field verification KRH; 1 06/10/20 FINAL PLAN KRH



RE-SUBDIVISION ON PART OF LOT No.24 TOWN OF CLAY
KNOWN AS No.4155 N.Y.S. ROUTE 31, TOWN OF CLAY COUNTY OF ONONDAGA, NEW YORK
FIELD DATE: 06 JUNE 2019 MAP DATE: 05 AUG 2019 SCALE: DRAWN BY: KRH 1"=60'
DRAWING No. 19-E-147a

3511 PAGE 36

4+4

5

01823

UNDERGROUND LINE EASEMENT

THIS INDENTURE, made the 22nd day of November, 19 88 by and between Great Northern Mill by Normall Associates - general partner Wilnor Property, Inc. of the City of Rochester, County of Monroe State of New York, hereinafter called the "Grantor", and NIAGARA MOHAWK POWER CORPORATION, a public service corporation of the State of New York, having its principal office at 300 Erie Boulevard West, Syracuse, New York, and New York Telephone Co., 1095 Avenue of the Americas, New York, New York

together hereinafter referred to as the "Companies:"

WITNESSETH

CLAY

That the Grantor, in consideration of One Dollar (\$1.00) and other valuable consideration paid by the Companies, the receipt whereof is hereby acknowledged, has granted and released and does hereby grant and release to the Companies, their successors and assigns, the exclusive and permanent right of way and easement to build, rebuild, relocate, operate, repair, maintain, renew and at their pleasure remove underground street lighting, electric, gas, communication systems, including cables, conduit, wires, pedestals, closures, handholes, transformers, gas pipe and pipelines and such other appurtenant or supporting apparatus, structures or markers as the Companies, or such assignees as the Companies may mutually elect, may now or shall from time to time hereafter deem necessary for the transmission and distribution of electricity and gas and the rendition of communication service upon, aboveground, under, through, and across strips of land twenty feet in width owned by Grantor, situate in Farm Lot No. 24 located in Town of Clay, County of Onondaga State of New York, the center line of said easement strip indicated on the sketch attached hereto and made a part hereof, including the right to extend lateral service lines to all buildings now or hereafter constructed upon lots abutting said easement strips with the further right to cut roots or remove trees, shrubs, or other obstructions within or adjacent to the easement area herein described, as shall be reasonably necessary to keep cables, conduit, pipes, wires and other appurtenant apparatus free from interference.

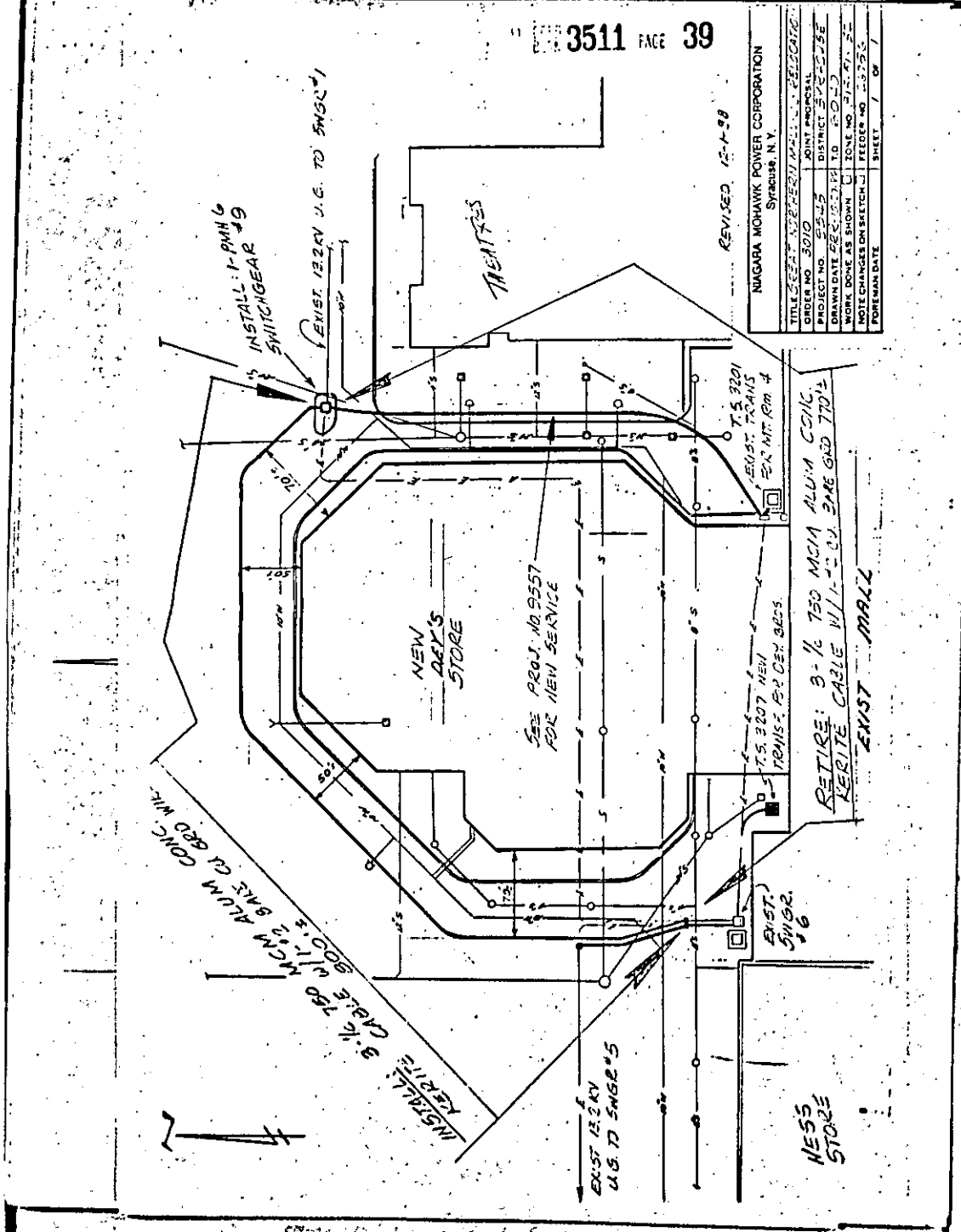
It being the understanding of the parties hereto that the exclusive and permanent right of way and easement above described and herein conveyed is intended to prohibit the longitudinal or parallel occupancy of said easement strip and to prohibit surface or subsurface structures or other wise, which might damage

Return to ELECTRIC PLANNING E-2 *pub*
NIAGARA MOHAWK POWER CORPORATION
300 Erie Blvd West
Syracuse, New York 13202
3230
150

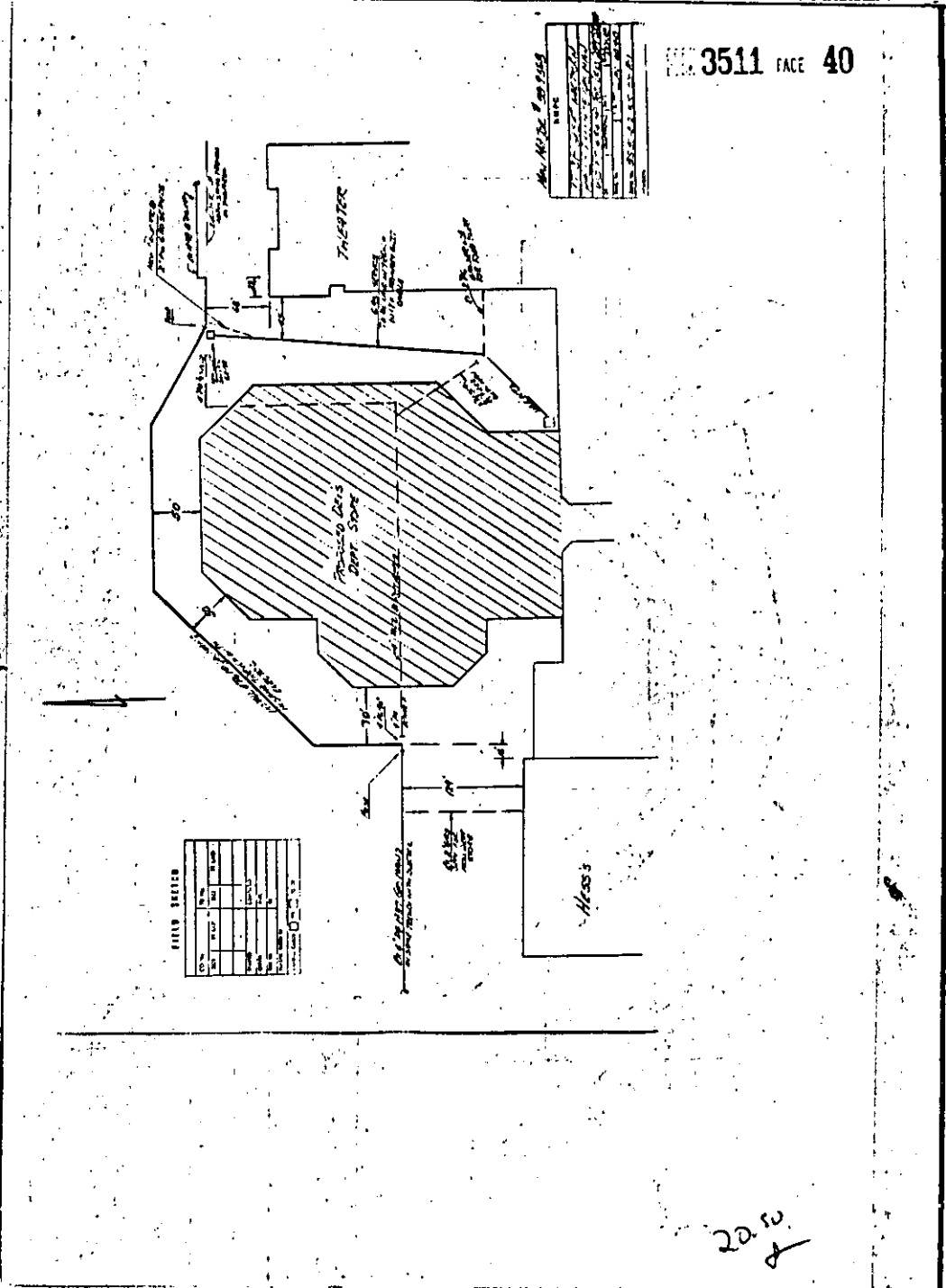
RECEIVED
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REALTY
FEB 15 1989
TRANSFER TAX
ONONDAGA
COUNTY
05930

E TT 10:28 AM 02/15/89 8671 .00/
R DDS 10:28 AM 02/15/89 8670 20.50/

NAGARA MOHAWK POWER CORPORATION Syracuse, N. Y.	
TITLE: SEE SHEET 39	DATE: 12-1-88
ORDER NO. 3010	JOINT PROJECT
PROJECT NO. 04-15	DISTRICT 5
WORK DATE 12-1-88	TO 12-1-88
WORK DONE AS SHOWN	ZONE NO. 31-2
NOTE CHANGES ON SHEET 38	FEEDER NO. 13-2-5
FOREMAN DATE	SHEET 7 OF 7



3511 FACE 40



FIELD SERIES

NO.	DATE	BY	REVISION
1	10/12/88
2
3
4
5
6
7
8
9
10

NO.	DATE	BY	REVISION
1
2
3
4
5
6
7
8
9
10

20.10
A

PROJECT NO. JO2176

RIGHT-OF-WAY FORM NO. 2

CLAY

05132

RECEIVED OF THE 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, hereinafter referred to as the Grantee, ONE DOLLAR (\$1.00) in the consideration of which

Great Northern Mall, a New York Partnership having a business office at
1265 Scottsville Road, Rochester, New York 14624

hereinafter called the Grantor(s), hereby grant(s) and releases unto said Grantee, its 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 Lot No. 24, of the Town of Clay, County of Onondaga, and State of New York.

Section Map No. 28-01-37.1

All that tract or parcel of land containing 500 square feet, more or less, situate in the Town of Clay, County of Onondaga, State of New York, and being more particularly bounded and described as follows: Beginning at a point at the termination of course no. 39 of the fourth parcel described in a deed for an existing water main easement, said deed being filed in Liber 3668 of Deeds at page 270; thence N23°18'52" E, back along said course no. 39, a distance of 12.00 feet to a point; thence S66°41'08" E, a distance of 17.00 feet to a point; thence S23°18'52" W, a distance of 20.00 feet to a point; thence N66°41'08" W, a distance of 37.00 feet to a point; thence N23°18'52" E, a distance of 8.00 feet to a point at the termination of course no. 40 of the aforementioned existing easement; thence S66°41'08" E, back along said course no. 40, a distance of 20.00 feet to the Point of Beginning. Subject to any easements or encumbrances of record.

All that tract or parcel of land containing 400 square feet, more or less, situate in the Town of Clay, County of Onondaga, State of New York, and being more particularly bounded and described as follows: Beginning at a point at the termination of course no. 46 of the fourth parcel described in a deed for an existing water main easement, said deed being filed in Liber 3668 of Deeds at page 270; thence S86°44'58" W, back along said course no. 46, a distance of 20.00 feet to a point; thence N03°15'02" W, a distance of 20.00 feet to a point; thence N86°44'58" E, a distance of 20.00 feet to a point of intersection with course no. 47 of the aforementioned existing water main easement; thence S03°15'02" E, back along said course no. 47, a distance of 20.00 feet to the Point of Beginning. Subject to any easements or encumbrances of record.

FORM 14C (business)
(9/95)

20775 R+R OCWA
Northern Concourse
PO Box 9, Salina 13211

RECEIVED
\$.....
REAL ESTATE
JUN 3 1997
TRANSFER TAX 011426
ONONDAGA COUNTY

First American Title
Title # 3020-1100320

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Wendy S. Lougnot, Esq.
Costello, Cooney & Fearon, PLLC
211 West Jefferson Street
Syracuse, New York 13202

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS

For the consideration of Ten and No/100 Dollars (\$10.00), and other valuable considerations, SERITAGE SRC FINANCE LLC, a Delaware limited liability company, having an address at c/o Seritage Growth Properties, 500 Fifth Avenue – Suite 1530, New York, NY 10110 (“Grantor”), hereby conveys to RANALLI GENERATIONS, LLC, a New York limited liability company, having an address at 1200 State Fair Boulevard, Syracuse, New York 13209 (“Grantee”), the following described real property situated in Onondaga County, New York, together with all rights and privileges appurtenant thereto:

Sec: 28
Blk: 1
Lot: 40.5

See legal description set forth in Exhibit A attached and incorporated by this reference (the “Property”).

Together with all improvements, buildings, structures and fixtures located thereon; all easements, if any, benefiting the Property; all rights, benefits, privileges and appurtenances pertaining to the Property, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Property; the strips, gaps or gores, if any, between the Property and abutting properties; all water, water rights, oil, gas or other mineral interests in, on, under or above the Property; and all rights and interests to receive any condemnation awards from any condemnation proceeding pertaining to the Property, sewer rights, water courses, wells, ditches and flumes located on or appurtenant to the Property.

This conveyance is made free and clear of all liens and encumbrances except for the following (collectively, the “Permitted Exceptions”): (a) real property taxes and assessments, both general and special, which are a lien on the Property, but not yet due and payable; (b) covenants, conditions, reservations, restrictions and other matters of record; (c) zoning and building ordinances; (d) easements and rights of way, if any; and (e) matters that would be disclosed by an accurate survey of the Property.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payments of the cost of the improvement before using any part of the total of the same for any other purpose.

**EXHIBIT A TO
BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS**

Legal Description

PARCEL I (FEE PARCEL)

ALL THAT TRACT OR PARCEL OF LAND, SITUATE IN THE TOWN OF CLAY, COUNTY OF ONONDAGA AND STATE OF NEW YORK, ALL AS SHOWN ON A MAP ENTITLED, "GREAT NORTHERN MALL, SURVEY OF SEARS SITE" PREPARED BY SEAR-BROWN ASSOCIATES, P.C., DATED OCTOBER 14, 1987, HAVING DRAWING NO. 1563A-87, AND LAST REVISED FEBRUARY 1, 1989 AND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF MORGAN ROAD (66 FEET WIDE) WITH THE SOUTHERLY LINE OF LANDS OF GREAT NORTHERN MALL, SAID LINE BEING THE SOUTHERLY LINE OF LANDS FORMERLY OF JUNE HULLIN; RUNNING THENCE

(A) SOUTH 86° 49' 55" WEST, ALONG THE AFOREMENTIONED SOUTHERLY LINE OF LANDS FORMERLY OF JUNE HULLIN, A DISTANCE OF 601.74 FEET TO A POINT AT THE NORTHWESTERLY CORNER OF LANDS NOW OR FORMERLY OF HENDRIX VANCE, AND CONTINUING SOUTH 86° 49' 55" WEST, THROUGH LANDS OF GREAT NORTHERN MALL, A DISTANCE OF 139.58 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL;

THENCE THE FOLLOWING COURSES THROUGH LANDS OF GREAT NORTHERN MALL:

- (1) SOUTH 03° 15' 02" EAST, A DISTANCE OF 516.57 FEET TO A POINT OF CURVATURE;
- (2) SOUTHWESTERLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, THROUGH A CENTRAL ANGLE OF 19° 41' 47", A DISTANCE OF 85.04 FEET TO A POINT; THENCE
- (3) SOUTH 86° 44' 56" WEST, A DISTANCE OF 608.45 FEET TO A POINT; THENCE
- (4) NORTH 03° 15' 02" WEST, A DISTANCE OF 548.00 FEET TO A POINT; THENCE
- (5) SOUTH 86° 44' 56" WEST, A DISTANCE OF 21.50 FEET TO A POINT; THENCE
- (6) NORTH 03° 15' 02" WEST, A DISTANCE OF 302.00 FEET TO A POINT; THENCE
- (7) NORTH 86° 44' 58" EAST, A DISTANCE OF 444.58 FEET TO A POINT OF CURVATURE; THENCE
- (8) SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 90° 00' 00", A DISTANCE OF 314.16 FEET TO A POINT OF TANGENCY; THENCE
- (9) SOUTH 03° 15' 02" EAST, A DISTANCE OF 49.17 FEET TO THE POINT OF BEGINNING.

FOR INFORMATIONAL PURPOSES ONLY: 4155 State Route 31, Clay, NY

DEED 3975 PAGE 048

TOWN OF CLAY

5031

GRANT OF
RIGHT OF WAY EASEMENT



14138

THIS INDENTURE, made this 5th day of July, 1994, between SEARS, ROEBUCK AND CO., ^(GRANTOR) and the TOWN OF CLAY, a Municipal Corporation with offices at 4483 New York Route 31, Clay, Onondaga County, New York, hereinafter called "Grantee".

WITNESSETH:

That the Grantor, in consideration of One Dollar (\$1.00), paid by the Grantee, receipt of which is hereby acknowledged, does hereby grant, sell and convey to the Grantee, its successors and assigns, a permanent right of way and easement on, over, in, under and across the premises of the Grantor, described and set forth in a certain right of way map numbered 1563Q-SU 4, and legal descriptions thereof made for the TOWN OF CLAY, by The Sear-Brown Group, Consulting Engineers, of Rochester, New York, said map being dated 7/9/93 and last revised 6/1/94, and said legal descriptions being designated and entitled SE-11 (dated 7/9/93) and SE-12 (dated 7/9/93); copies of said right of way map and said legal descriptions are annexed hereto as Exhibit "A" and Exhibit "B" respectively, and are made a part hereof.

Said right of way and easement are for the purpose of constructing, reconstructing, repairing, operating and maintaining on, in, over, under and across said parcel of land an underground sanitary sewer and appurtenances thereto, and to make such excavation and to perform such work as may be necessary or proper, including the right to enter upon the aforesaid right of way and easement with its men and equipment, or its contractor's men and equipment, to accomplish the aforesaid.

Upon the conveyance of this right of way and easement, a policy of title insurance, policy no. 201-011803, issued by Monroe Title Insurance Corporation, a corporation licensed by the State of New York to issue and sell such insurance, has also been delivered to the Grantee for the benefit of the Grantee.

The Grantor, its successors and assigns, will not erect any structure on the aforesaid permanent easement and right of way and agrees not to do any act which would interfere with or hinder the construction, reconstruction or maintenance of the proposed improvements. The Grantor, its successors and assigns, shall continue to have free and absolute access to and over the said easement and right of way, provided the improvements to be constructed by Grantee shall not be damaged or interfered with, and may, from time to time, at its cost, relocate the easement and right of way herein granted and the sanitary sewer lines therein with the prior consent of the Town.

The Grantee, or its contractor, shall do the work in a good and workmanlike manner and shall promptly restore the earth and any bushes, trees, shrubbery, lawn, driveway or other things on the surface or beneath the soil as nearly as possible to its condition prior to such work, except where changes of grade or contour may be necessary for construction purposes. Grantee shall perform all work as expeditiously as possible so as to minimize interference with the use of grantor's property and the flow of traffic thereon.

24 Clay

Remo & Ryan
151 E. JET FEED
SYRACUSE, N.Y. 13202

14930

RECEIVED
REAL ESTATE
DEC 2 9 1994
TRANSFER TAX
ONONDAGA
COUNTY
005867

NON CO. CLERK'S OFFICE
04 DEC 29 AM 10 13

FILED/
ENTERED/OR
RECORDED

DEED
BOOK 3975 PAGE 050

1563Q.018/1
7-9-93 R.A.V.

**DESCRIPTION OF SE-11
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.153 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the southwest corner of the lands of Sears, Roebuck & Company at Great Northern Mall; thence

A. N 03°15'02" W, along the westerly line of said lands, a distance of 104.00 feet to the Point of Beginning of the hereinafter described parcel; thence

1. N 03°15'02" W, along said westerly line, a distance of 20.00 feet to a point; thence the following three (3) courses through said lands of Sears, Roebuck & Company

2. N 86°44'58" E, a distance of 333.50 feet to a point; thence

3. S 03°15'02" E, a distance of 20.00 feet to a point; thence

4. S 86°44'58" W, along a line parallel with and 20.00 feet southerly of course (2), a distance of 333.50 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

DEED 3975 PAGE 051

1563Q.017/1
7-9-93 R.A.V.

**DESCRIPTION OF SB-12
20 FT. WIDE SANITARY SEWER EASEMENT
TO THE TOWN OF CLAY**

All that tract or parcel of land containing 0.530 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Sanitary Sewer Easement Map," prepared by The Sear-Brown Group, Inc., dated July 9, 1993, last revised June 1, 1994, having Drawing No. 1563Q SU 4 and being more particularly bounded and described as follows:

Commencing at a point at the northwesterly corner of the lands of Sears, Roebuck & Company at Great Northern Mall; thence

A. S 03°15'02" E, along the westerly line of said lands, a distance of 239.00 feet to the Point of Beginning of the hereinafter described parcel; thence the following three (3) courses through the lands of Sears, Roebuck & Company

1. N 86°44'58" E, a distance of 545.58 feet to a point; thence

2. S 03°15'02" E, a distance of 548.49 feet to a point; thence

3. S 35°13'04" W, a distance of 79.84 feet to a point of intersection with the southerly line of said lands of Sears, Roebuck & Company; thence

4. S 86°44'58" W, along said southerly line, a distance of 25.54 feet to a point; thence the following three (3) courses through said lands of Sears, Roebuck & Company

5. N 35°13'04" E, along a line parallel with and 20.00 feet westerly of course (3), a distance of 88.75 feet to a point; thence

6. N 03°15'02" W, along a line parallel with and 20.00 feet westerly of course (2), a distance of 521.51 feet to a point; thence

7. S 86°44'58" W, along a line parallel with and 20.00 feet southerly of course (1), a distance of 525.58 feet to a point of intersection with the aforementioned westerly line of lands of Sears, Roebuck & Company; thence

8. N 03°15'02" W, along said westerly line, a distance of 20.00 feet to the Point of Beginning.

Subject to any easements or encumbrances of record.

Deed recorded on the 29 day of Dec. 1993 in Book 3975 Page 48 and examined.

Buy 302
Map 141

James T. Helyar
COUNTY CLERK
ONONDAGA COUNTY CLERK'S OFFICE

EXHIBIT "B"

65-39
KM

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

THIS INDENTURE, made the 18th day of July 19 86

BETWEEN HENDRIX L. VANCE, of Main Street Inex, Kentucky 41224

FRANCIS M. FIORITTO, of 8280 Warbler Way Liverpool, New York 13090

CLAY

3278 PAGE 99
216-00/
3:28 PM 08/04/86 6248
8-50/

2/16/87
098877
Joseph C. W. [unclear]
ONE Lincoln Circle
Syria, KY 40381
Record and return to

WITNESSETH, that the grantor, in consideration of _____ Dollars, ONE AND NO/100 paid by the grantee, hereby grants and releases unto the grantee, the heirs or successors and assigns of the grantee forever.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, and being part of Farm Lot No. 24 in said Town, bounded and described as follows: Beginning at a point in the center line of Morgan Road (formerly called the road from Liverpool to Schroepfel's Bridge) located S. 8° 12' W. a distance of 304 feet from the northeast corner of the first parcel of land described in a deed from Laverne C. Gifford and wife to Lansing E. Nichols and wife, recorded in Onondaga County Clerk's Office April 10, 1948, in Book of Deeds 1324 at page 357&c.; thence S. 8° 12' W. along the center line of said road 185.57 feet; thence N. 86° 23' 30" W., 589.79 feet; thence N. 2° 41' 50" E., 483.93 feet; thence S. 86° 56' 40" E., 292.81 feet to the northwest corner of the premises described in a deed from Louise C. Soule to Grenville C. Soule and wife recorded in the Onondaga County Clerk's Office October 30, 1939 in Book 914 of Deeds at Page 141; thence S. 8° 12' W. along the westerly line of the premises described in the aforementioned deed from Soule to Soule and the westerly line of the premises conveyed by Lansing E. Nichols and wife to Harold E. Meloling and wife by deed recorded in the Onondaga County Clerk's Office April 23, 1954, in Book 1682 of Deeds at page 511, a distance of 292 feet; thence S. 84° 57' 20" E. along the southerly line of the premises described in the aforementioned deed from Nichols to Meloling and the premises described in another deed from Louise C. Soule to Harold E. Meloling and wife recorded in the Onondaga County Clerk's Office in Book 915 of Deeds at page 152, &c., a distance of 343.1 feet to the center line of said Morgan Road and the point of beginning.

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

INTENDING to convey the same premises as were conveyed to the grantor herein by Irma C. Vance by Deed dated December 11, 1972 and recorded on December 13, 1972 in the Onondaga County Clerk's Office, in Book of Deeds No. 2491 at Page 771&c.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises. TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. AND the grantor covenants as follows:

FIRST.—The grantee shall quietly enjoy the said premises.
SECOND.—The grantor will forever warrant the title to said premises: This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

In presence of [unclear] Deed, recorded on the 4 day of August, 1986 at 3:28 P.M. in Book 3278, Page 99 and examined.

Elaine Lytel

Hendrix L. Vance L.S.

HENDRIX L. VANCE L.S.

STATE OF NEW YORK, COUNTY OF [unclear] On the [unclear] day of [unclear] 1986, before me personally came [unclear] to me known, who, being by me duly sworn, did depose and say that deponent resides at No. [unclear] of [unclear] the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF [unclear] On the 18th day of July 1986, before me personally came HENDRIX L. VANCE

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public [unclear] 12-3-84

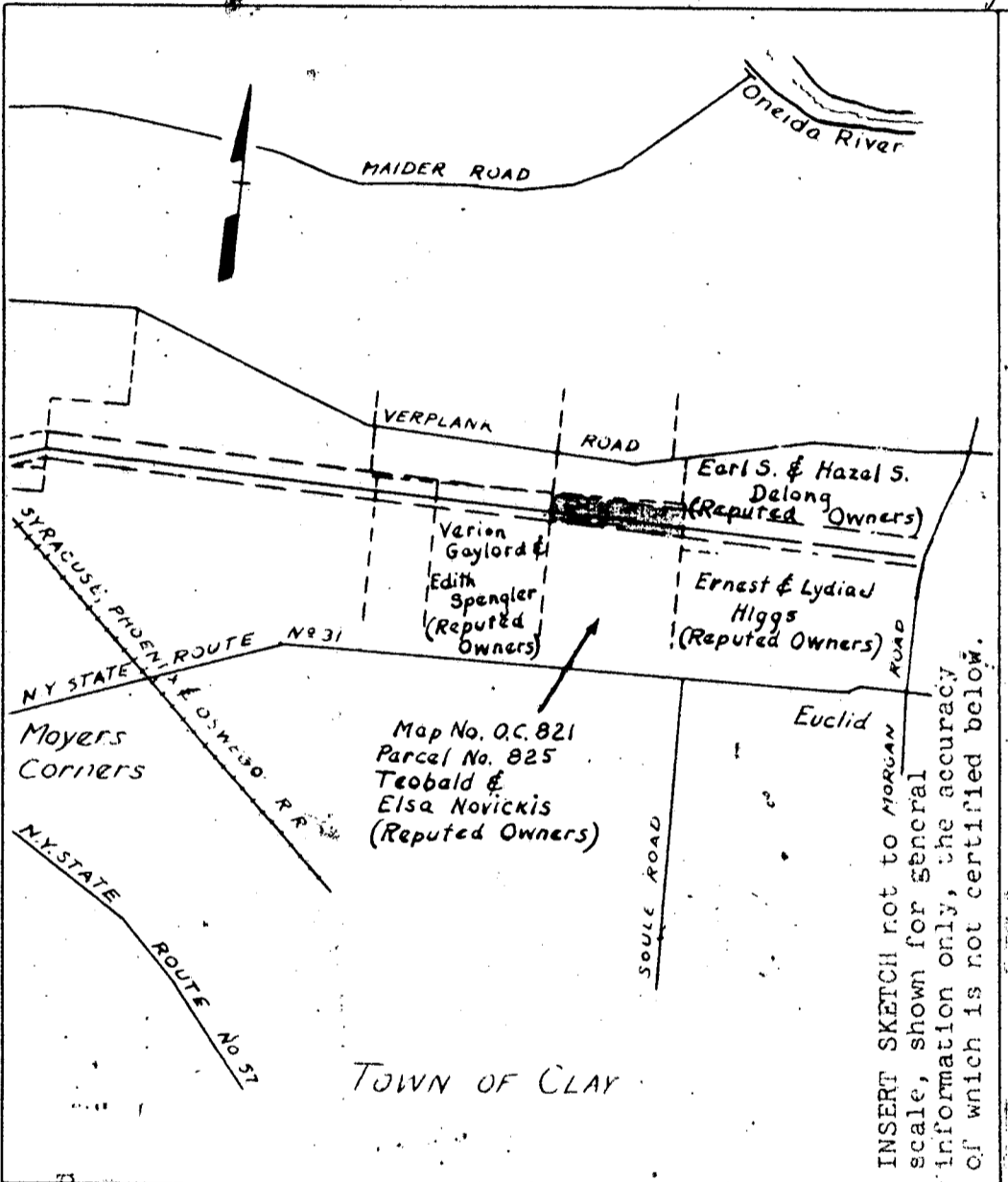
2491
771

24 clay - Box 262 Map 25

TOWN OF CLAY
Map No. OC-821
Parcel No. 825

(Sheet 1 of 2 Sheets)

POWER AUTHORITY OF THE STATE OF NEW YORK
NIAGARA POWER PROJECT, ONONDAGA COUNTY
NIAGARA-ADIRONDACK TIE LINE



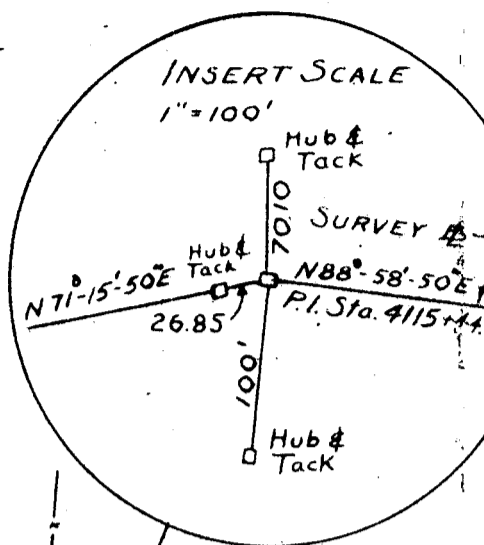
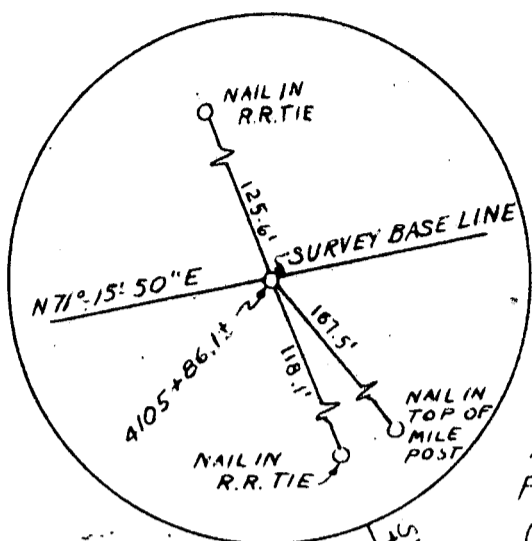
INSERT SKETCH not to MORGAN scale, shown for general information only, the accuracy of which is not certified below.

Survey and description prepared under direction of the Power Authority of the State of New York.
Survey notes on file in the office of such Authority.

CC-D L-1718 P-376

DEED BOOK 2000 PAGE 363

24 clay - Box 262 Map 25



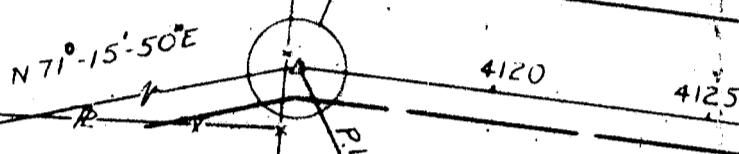
FRANK N. DECKER &
FRANK N DECKER JR
(Reputed Owners)

SYR. PHOENIX

WILLIAM F. ARNOLD
(Reputed Owner)

P.O.L. 4105+86.1'

OSWEGO R.R.



CALE
 &
 CK
 SURVEY
 88°-58'-50"E
 Sta. 4115-4486

4125

4130

4135

4140

4145

4150

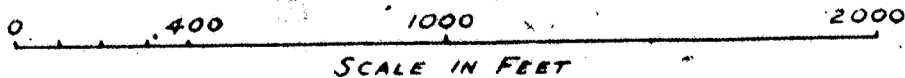
4155

SURVEY BASE LINE

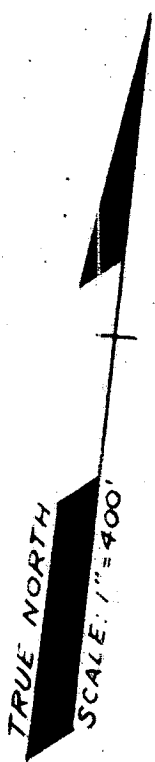
N88°-58'-50"E

EDWARD HARKE, SR. & GERALDINE HARKE
 (Reputed Owners)

TOWN OF CLAY

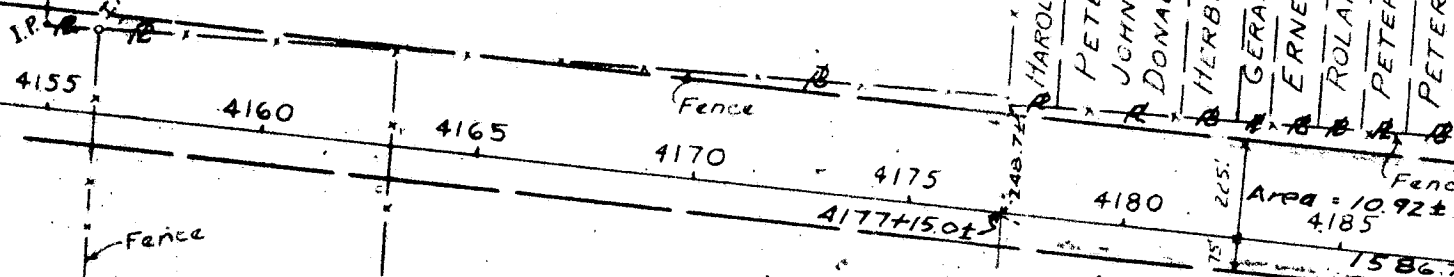


DEED BOOK 2000 PAGE 365



KENNETH C. WOODARD & DORIS H. WOODARD
(Reputed Owners)

HAROLD E. & MARY E. PHILLIPS
PETER F., JR.
JOHN E.
DONALD J. GABOR
HERBERT E. & NINA V. SMITH
GERALD J. & PHYLLIS BROSNAN
ERNEST & RUBY HIGGS
ROLAND DOUGHTY
PETER & VIRGINIA E. MATHIS
PETER F., JR.



ERNEST EVANS
(Reputed Owner)

VERION GAYLORD &
EDITH SPENGLER
(Reputed Owners)

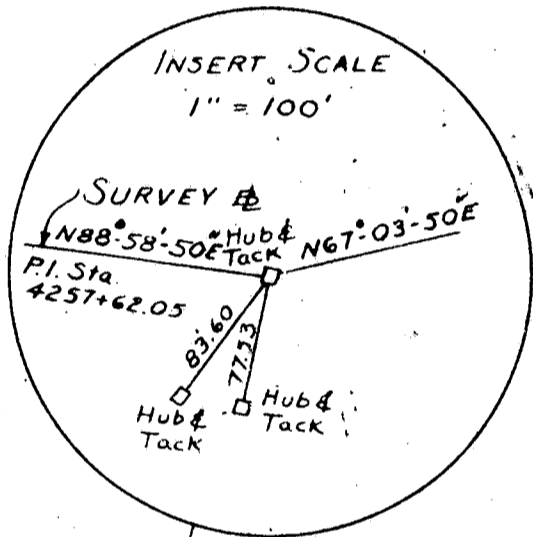
TEOBALD NOVICKIS &
ELSA NOVICKIS
(Reputed Owners)

PETER F. JR.
 JOHN E.
 DONALD J. } GABOR
 GERALD E. FRENCH
 ROBERT L. & EDNA M. KELLER

2 ± Acres
 4190
 36.7 ±

Fence
 EARLS DELONG & HAZEL S. DELONG
 (Reputed Owners)

Fence
 ERNEST HIGGS & LYDIA J HIGGS
 (Reputed Owners)



N67°03'50"

Sta. 4257+62.05

(Continued on Sheet 2 of 2 Sheets)

POWER AUTHORITY OF THE STATE OF NEW YORK
 NIAGARA POWER PROJECT, ONONDAGA COUNTY
 NIAGARA-ADIRONDACK TIE LINE

Sheet 2 of 2 Sheets

TOWN OF CLAY
 Map No. OC 821
 Parcel No. 825

PERMANENT EASEMENT FOR POWER TRANSMISSION LINE

A permanent easement to be exercised in, on, over, under, thru and across the hereinafter described property for the purpose of constructing, erecting, reconstructing, replacing, relocating, operating, maintaining, repairing and removing line or lines for transmission of electricity and messages by means of electricity, including, but not limited to poles, towers, cross arms, wires, cables, underground conduits, counterpoise, guys, stubs, anchors, brace poles, lightning arrestors, and other appurtenant or supporting apparatus or structures; together with the right at all times to enter upon the premises to cut, trim, move, demolish and remove any and all brush, trees, buildings or structures, or other obstructions on said property; also the right of ingress, egress and regress at all times over, upon and across said property; and every right, privilege and authority which now or hereafter may be deemed necessary by the Power Authority of the State of New York, its legal representatives or successors for the complete enjoyment of the aforementioned easement.

Such easement shall be exercised in and to all that piece or parcel of property lying and being within the parallel lines located 75 feet distant southerly and 225 feet distant northerly, measured at right angles, from the hereinafter described survey base line of the Niagara-Adirondack Tie Line, which property is hereinafter designated as Parcel No. 825, situate in the Town of Clay, County of Onondaga, State of New York, as shown on the accompanying map, and described as follows:

PARCEL NO. 825

AREA = 10.92 ± Acres

All that piece or parcel of property of Teobald Novicki's and Elsa Novicki's (reputed owners), bounded northerly and southerly by the aforementioned parallel lines; and bounded westerly by the easterly property line of the property now or formerly of Verion Gaylor and Edith Spengler, which property line is intersected by said hereinafter described survey baseline at Station 4177+15.0 +, said Station being at a point 248.7 + feet distant southerly, measured along the easterly property line of the property now or formerly of Verion Gaylor and Edith Spengler from the southwesterly corner of the property now or formerly of Harold E. Phillips and Mary E. Phillips; and bounded easterly by the westerly property line of the property now or formerly of Earl S. DeLong and Hazel S. DeLong, which last mentioned property line is intersected by said survey base line at Station 4193+01.7 +, containing 10.92 acres, more or less.

The above mentioned survey base line is a portion of the Niagara-Adirondack Tie Line survey base line as shown on a map and plan on file in the office of the Power Authority of the State of New York and described as follows:

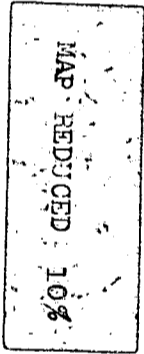
Beginning at Station 4105+86.1 +, a P.K. nail in the centerline of the existing Syracuse, Phoenix and Oswego Railroad; thence N 71° 15' 50" E 958.8 + feet distant to P.I. Station 4115+44.36, a hub and tack; thence N 88° 58' 50" E 14,217.19 feet distant to P.I. Station 4257+62.05, a hub and tack.

Such permanent easement shall not limit, restrict or interfere with any existing railroad system or public utility corporation facilities and shall not limit or restrict the jurisdiction of any municipality to maintain, repair or reconstruct any existing street, road or highway within the limits of the above described property, provided no change of grade or alignment of such railroad system, public utility facilities, street, road or highway shall be made or constructed which will interfere with or prevent the user and exercise by Power Authority of the State of New York, its legal representatives, successors or assigns of the right hereinabove provided. Reserving, however, to the owner of the above described property and his successors in interest, the right and privilege of using such property; provided the exercise of such right and privilege does not interfere with or prevent the user and exercise of the permanent easement and rights hereinabove described. Notwithstanding the right and privilege herein reserved to the owner and his successors in interest to use such property, no building or other structures shall be erected, maintained or suffered upon the land hereinabove described without the written consent of the Power Authority of the State of New York.

All bearings referred to true North.

It is hereby certified that this is an accurate description and map from an accurate survey.

O'BRIEN & GERE



Date Jan. 16, 1960

369

Joseph I. Phillips

JOSEPH I. PHILLIPS, N. Y. S. L. S. # 25911
for UHL, HALL AND RICH

FILED AND RECORDED THIS 16th DAY OF
June 1960 AT 9:52 AM.
Walter E. Lansing
COUNTY CLERK

DEED BOOK 2000 PAGE 369

DEED
BOOK 2000 PAGE 374

TL 1

Power Authority of the State of New York
 Niagara Power Project
 Niagara-Adirondack Tie Line
 Map No. OC-821 Parcel No. 825

C
L
A
D

T H I S I N D E N T U R E

Made the 9 day of JUNE in the year One Thousand Nine Hundred Sixty

, by and between TEOBALDS NOVICKIS and ELSA NOVICKIS, his wife, both residing at Route 31, R.D. #1, Liverpool, County of Onondaga, State of New York

, hereinafter

referred to as "Grantor", and POWER AUTHORITY OF THE STATE OF NEW YORK, established and functioning pursuant to the provisions of Article 5, Title 1, of the Public Authorities Law, having its principal place of business at 10 Columbus Circle, New York 19, New York, hereinafter referred to as "Authority",

WITNESSETH, That Grantor, in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTY and no/100 (\$1250.00) Dollars, lawful money of the United States, paid by Authority, does hereby grant and release to Authority, its successors and assigns forever,

A permanent easement to be exercised in, on, over, under, thru and across the hereinafter described property for the purpose of constructing, erecting, reconstructing, replacing, relocating, operating, maintaining, repairing, and removing line or lines for transmission of electricity and messages by means of electricity, including, but not limited to poles, towers, cross arms, wires, cables, underground conduits, counterpoise, guys, stubs, anchors, brace poles, lightning arrestors, and other appurtenant or supporting apparatus or structures; together with the right at all time to enter upon the premises to cut, trim, move, demolish and remove any and all brush, trees, buildings or structures, or other obstructions on said property; also the right of ingress, egress and regress at all times, over, upon and across said property; and every right, privilege and authority which now or hereafter may be deemed necessary by the Power Authority of the State of New York, its legal representatives or successors for the complete enjoyment of the aforementioned easement.

Such easement shall be exercised in and to all that piece or parcel of property lying and being within the parallel lines located 75 feet distant southerly and 225 feet distant northerly, measured at right angles from the hereinafter described survey base line of the Niagara-Adirondack Tie Line, which property is hereinafter designated as Parcel No. 825, situate in the Town of Clay, County of Onondaga, State of New York, as shown on the map hereinafter referred to and described as follows:

PARCEL NO. 825 AREA = 10.92 ± Acres

Clay
4
a
All that piece or parcel of property of Teobald Novickis and Elsa Novickis (reputed owners), bounded northerly and southerly by the aforementioned parallel lines; and bounded westerly by the easterly property line of the property now or formerly of Verion Gaylord and Edith Spengler, which property line is intersected by said hereinafter described survey baseline at Station 4177+15.0±, said Station being at a point 248.7± feet distant southerly, measured along the easterly property line of the property now or formerly of Verion Gaylord and Edith Spengler from the southwesterly corner of the property now or formerly of Harold E. Phillips and Mary E. Phillips; and bounded easterly by the westerly property line of the property now or formerly of Earl S. DeLong and Hazel S. DeLong, which last mentioned property line is intersected by said

TL 1 (2)

survey base line at Station 4193+01.7 ±, containing 10.92 acres, more or less.

The above-mentioned survey base line is a portion of the Niagara-Adirondack Tie Line Survey Base Line as shown on a map and plan on file in the office of Power Authority of the State of New York, and described as follows:

Beginning at Station 4105+86.1 ±, a P.K. nail in the centerline of the existing Syracuse, Phoenix and Oswego Railroad; thence N 71° 15' 50" E 958.8 ± feet distant to P.I. Station 4115+44.86, a hub and tack; thence N 88° 58' 50" E 14,217.19 feet distant to P.I. Station 4257+62.05, a hub and tack.

The above-described parcel of property is shown and described as Parcel No. 825 on Map No. OC-821 of Niagara Power Project, Niagara-Adirondack Tie Line, Power Authority of the State of New York, a copy of which map is intended to be filed in the office of the Clerk of the County aforementioned simultaneously with the recording of this instrument.

Together with the right at all times to cross and recross Grantor's remaining lands on foot and with teams and motor vehicles for the purpose of doing any work in connection with the permanent easement set forth in this indenture, such right of entry to be confined to routes designated by Grantor and Grantor's successors in title, if practicable and reasonable, Authority, its successors and assigns to reimburse said Grantor for all physical damage to the lands or crops growing thereon in the exercise of such right of crossing.

RESERVING, however, to Grantor and the successors in interest to Grantor the right and privilege of using such property, provided the exercise of such right and privilege does not interfere with or prevent the exercise of the permanent easement and rights hereinbefore described. Notwithstanding the right and privilege herein reserved to the Grantor and the successors in interest to Grantor to use such property, no buildings or other structures shall be erected, maintained or suffered upon the land hereinabove described without the written consent of Power Authority of the State of New York.

- 2 -

DEED BOOK 2000 PAGE 375

Form: ROW 91-R1 (Section A)
BYRON HUMAN PRINTING CO.

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS
BUREAU OF RIGHTS OF WAY AND CLAIMS

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	DESCRIPTIONS AND MAPS	
	MAP NOS.	PARCEL NOS.
POWER AUTHORITY OF THE STATE OF NEW YORK AND NEW YORK STATE DEPARTMENT OF PUBLIC WORKS NIAGARA POWER PROJECT, Onondaga COUNTY NIAGARA-ADIRONDACK TIE LINE	OC-822	826

B. of 265 map 12
24 clay

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO:	EARL S. DeLONG and HAZEL S. DeLONG, his wife NIAGARA MOHAWK POWER CORPORATION NEW YORK TELEPHONE COMPANY	Verplank Road R.D. #2, Clay, N.Y. 300 Erie Blvd. W. Syracuse, N.Y. 140 W. Street New York, N.Y.
-----	---	--

TAKE NOTICE that on the 30 day of March, 19 60, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the _____ day of _____, 19____, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

SUPERINTENDENT OF PUBLIC WORKS
OF THE STATE OF NEW YORK

Dated: _____



By: _____
Director, Bureau of Rights of Way and Claims

P. G. Baldwin

COUNTY CLERK'S CERTIFICATE OF FILING OF DESCRIPTIONS AND MAPS

State of New York }
County of _____ } SS.

I hereby certify that on the _____ day of _____, 19____, the Superintendent of Public Works caused a copy of each of the descriptions and maps, referred to in the above notice of appropriation, to be filed in this office.

(SEAL) Dated: _____

County Clerk

COUNTY CLERK'S CERTIFICATE OF FILING AND RECORDING
OF NOTICE OF APPROPRIATION

State of New York }
County of _____ } SS.

I hereby certify that on the _____ day of _____, 19____, the Superintendent of Public Works caused the above notice of appropriation to be filed and recorded in this office.

(SEAL) Dated: _____

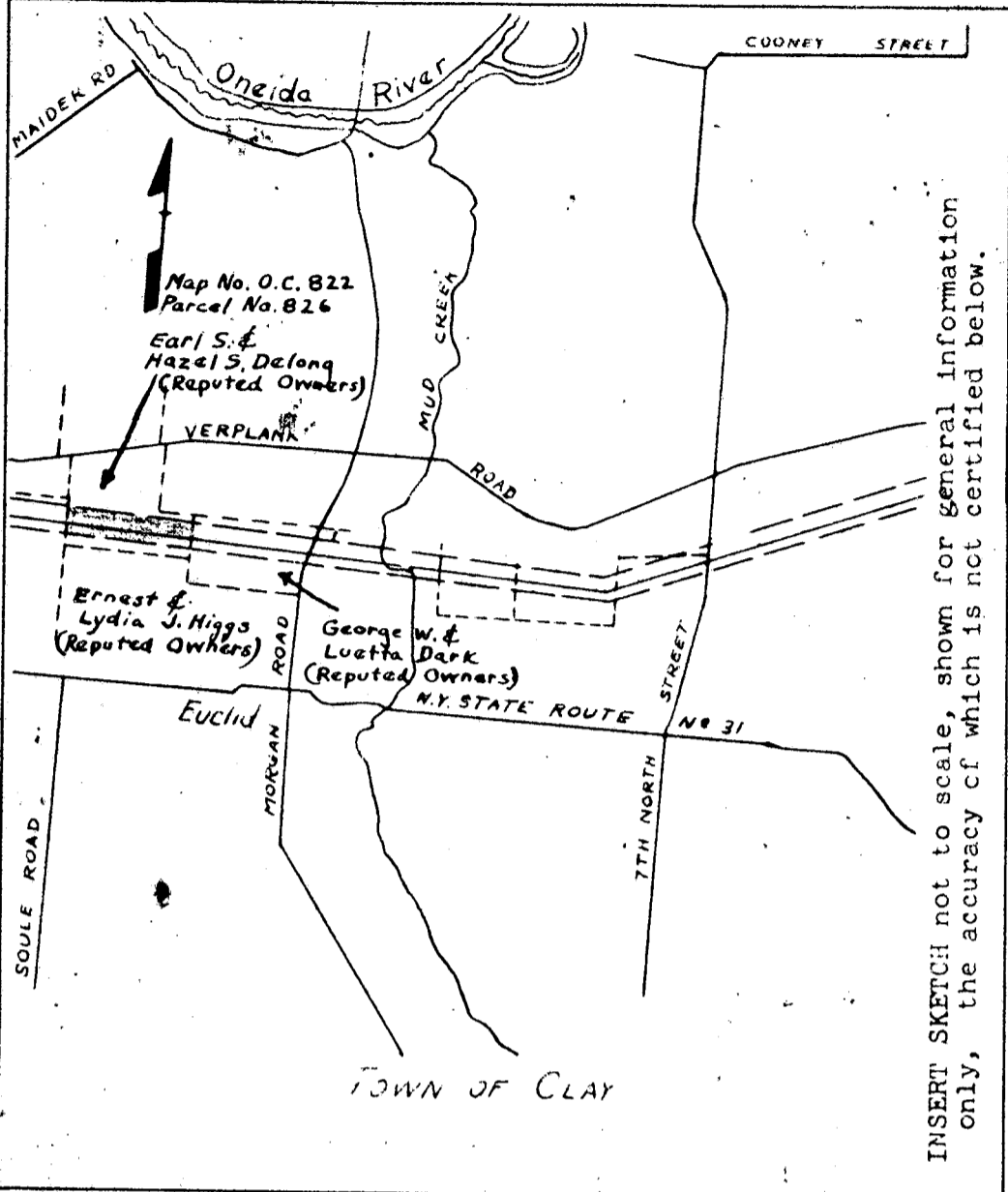
County Clerk

DEED BOOK 2019 PAGE 465

TOWN OF CLAY
Map No. OC 822
Parcel No. 826

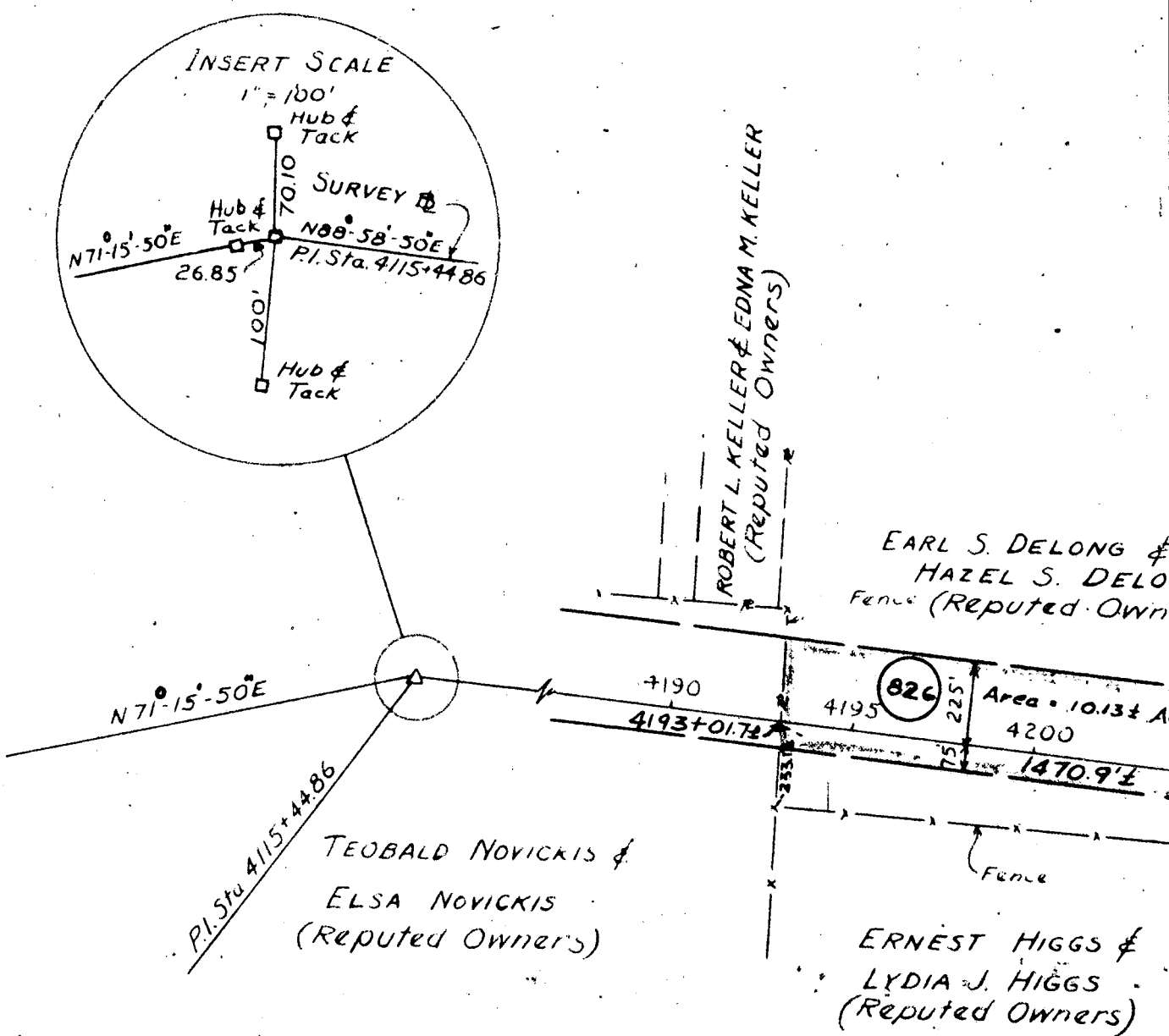
(Sheet 1 of 2 Sheets)

POWER AUTHORITY OF THE STATE OF NEW YORK
NIAGARA POWER PROJECT, ONONDAGA COUNTY
NIAGARA-ADIRONDACK TIE LINE



INSERT SKETCH not to scale, shown for general information only, the accuracy of which is not certified below.

Survey and description prepared under direction of the Power Authority of the State of New York.
Survey notes on file in the office of such Authority.
CC-D L-1102 -P-342



DEED BOOK 2019 PAGE 467

DEED BOOK 2019 PAGE 468

S. DELONG &
EL S. DELONG
(Reputed Owners)

Area = 10.13± Acres
4200
1470.9'±

Fence

HIGGS &
HIGGS
(Reputed Owners)

10" Apple

Iron Pin

Fence

GEORGE W. DARK &
LUETTA DARK
(Reputed Owners)

NIAGARA-MOHAWK POWER CORP.
GAS LINE EASEMENT

DON W. JOHNSON &
VERNA W. JOHNSON
(Reputed Owners)

EDMO
(Reput

Frame

Garage

Mud Cr

4205 4210 4215 4220 4225 4230

20' Easement

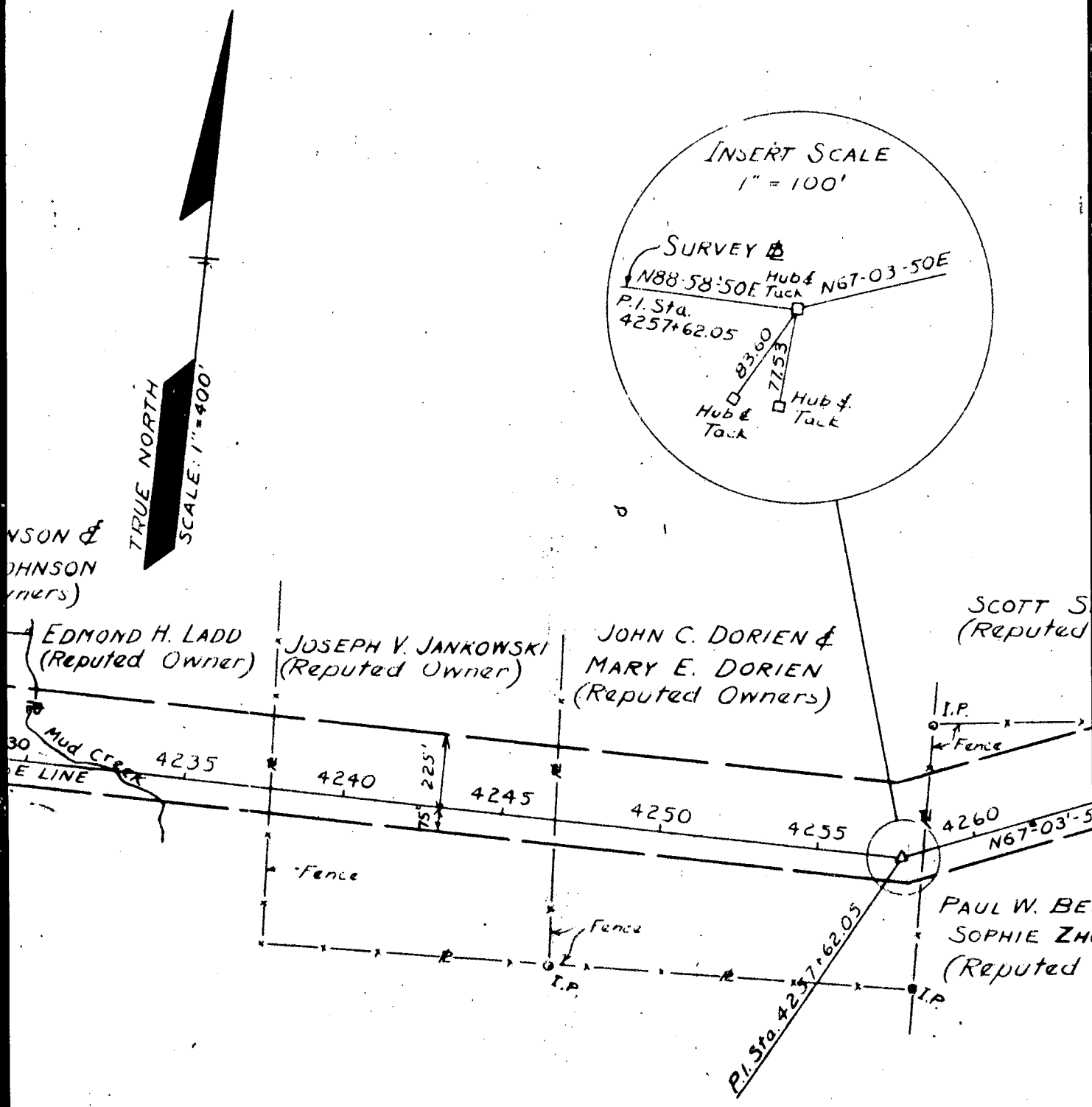
N88°58'50"E

SURVEY BASE LINE

MORGAN ROAD

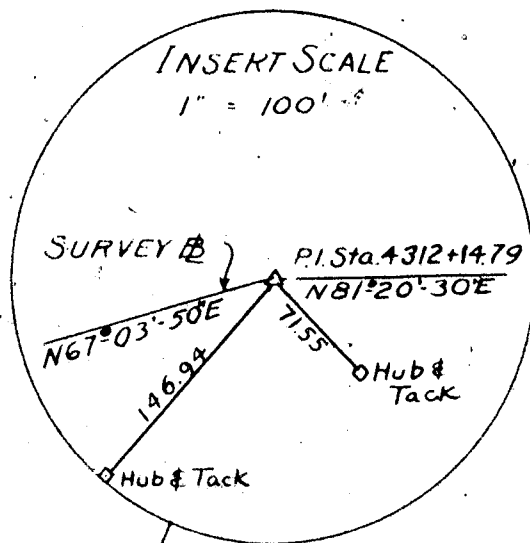
TOWN OF CLAY

0 400 1000 2000
SCALE IN FEET



DEED BOOK 2019 PAGE 469

DEED BOOK 2019 PAGE 470



JULIAN KEMPISTY & THERESA KEMPISTY (Reputed Owners)

BITTERLY (OWNER)

NORTH STREET

1 story Frame House

$N81^{\circ}20'30"E$

4265

SEVENTH

Frame Sheds
2 story Frame House

P.I. Sta. 4312+14.79

DNARSKI & OK BEDNARSKI (OWNERS)

(Continued on Sheet 2 of 2 Sheets)

12

POWER AUTHORITY OF THE STATE OF NEW YORK
NIAGARA POWER PROJECT, ONONDAGA COUNTY
NIAGARA-ADIRONDACK TIE LINE

Sheet 2 of 2 Sheets

TOWN OF CLAY
Map No. OC 822
Parcel No. 826

PERMANENT EASEMENT FOR POWER TRANSMISSION LINE

A permanent easement to be exercised in, on, over, under, thru and across the hereinafter described property for the purpose of constructing, erecting, reconstructing, replacing, relocating, operating, maintaining, repairing and removing line or lines for transmission of electricity and messages by means of electricity, including, but not limited to poles, towers, cross arms, wires, cables, underground conduits, counterpoise, guys, stubs, anchors, brace poles, lightning arrestors, and other appurtenant or supporting apparatus or structures; together with the right at all times to enter upon the premises to cut, trim, move, demolish and remove any and all brush, trees, buildings or structures, or other obstructions on said property; also the right of ingress, egress and regress at all times over, upon and across said property; and every right, privilege and authority which now or hereafter may be deemed necessary by the Power Authority of the State of New York, its legal representatives or successors for the complete enjoyment of the aforementioned easement.

Such easement shall be exercised in and to all that piece or parcel of property lying and being within the parallel lines located 75 feet distant southerly and 225 feet distant northerly, measured at right angles, from the hereinafter described survey base line of the Niagara-Adirondack Tie Line, which property is hereinafter designated as Parcel No. 826 situate in the Town of Clay, County of Onondaga, State of New York, as shown on the accompanying map, and described as follows:

PARCEL NO. 826 AREA = 10.13 ± Acres

All that piece or parcel of property of Earl S. DeLong and Hazel S. DeLong (reputed owners), bounded northerly and southerly by the aforementioned parallel lines; and bounded westerly by the easterly property line of the property now or formerly of Teobald Novickis and Elsa Novickis, which property line is intersected by said herein-after described survey baseline at Station 4193+01.7 +, said Station being at a point 233.1 + feet distant northerly, measured along the easterly property line of the property now or formerly of Teobald Novickis and Elsa Novickis from the northwesterly corner of the property now or formerly of Ernest Higgs and Lydia J. Higgs, and bounded easterly by the westerly property line of the property now or formerly of George W. Dark and Luetta Dark, which last mentioned property line is intersected by said survey base line at Station 4207+72.6 +, containing 10.13 acres, more or less.

DEED BOOK 2019 PAGE 471

The above mentioned survey base line is a portion of the Niagara-Adirondack Tie Line survey, base line as shown on a map and plan on file in the office of the Power Authority of the State of New York and described as follows:

Beginning at Station P.I. 4115+44.86, a hub and tack; thence N 88° 58' 50" E 14,217.19 feet distant to Station P.I. 4257+62.05, a hub and tack; thence N 67° 03' 50" E 5452.74 feet distant to Station P.I. 4312+14.79, a hub and tack.

Such permanent easement shall not limit, restrict or interfere with any existing railroad system or public utility corporation facilities and shall not limit or restrict the jurisdiction of any municipality to maintain, repair or reconstruct any existing street, road or highway within the limits of the above described property, provided no change of grade or alignment of such railroad system, public utility facilities, street, road or highway shall be made or constructed which will interfere with or prevent the user and exercise by Power Authority of the State of New York, its legal representatives, successors or assigns of the right hereinabove provided. Reserving, however, to the owner of the above described property and his successors in interest, the right and privilege of using such property, provided the exercise of such right and privilege does not interfere with or prevent the user and exercise of the permanent easement and rights hereinabove described. Notwithstanding the right and privilege herein reserved to the owner and his successors in interest to use such property, no building or other structures shall be erected, maintained or suffered upon the land hereinabove described without the written consent of the Power Authority of the State of New York.

All bearings referred to true North.

It is hereby certified that this is an accurate description and map from an accurate survey.

O'BRIEN & GERE

Date

Jan. 16, 1960

Joseph I. Phillips

JOSEPH I. PHILLIPS, N. Y. S. L. S. # 25911
for UHL, HALL AND RICH

Form: ROW 91-R1 (Section A)
BYRON HUMAN PRINTING CO.

NEW YORK STATE DEPARTMENT OF PUBLIC WORKS
BUREAU OF RIGHTS OF WAY AND CLAIMS

APPROPRIATION OF PROPERTY BY THE PEOPLE OF THE STATE OF NEW YORK

PROJECT:	MAP NOS.	DESCRIPTIONS AND MAPS PARCEL NOS.
POWER AUTHORITY OF THE STATE OF NEW YORK AND NEW YORK STATE DEPARTMENT OF PUBLIC WORKS NIAGARA POWER PROJECT, Onondaga COUNTY NIAGARA-ADIRONDACK TIE LINE	OC-823	827

B of 264 Maps 38
24 Clay

NOTICE OF APPROPRIATION

Pursuant to the statute set forth in the above descriptions and maps

TO: GEORGE W. DARK and
LUETTA DARK, his wife
NIAGARA MOHAWK POWER CORPORATION
VERNON GAYLORD

R.D. #1
Clay, N.Y.
300 Erie Blvd. W.
Syracuse, N.Y.
R.D. #1
Liverpool, N.Y.

TAKE NOTICE that on the 30 day of March, 1960, there was filed in the office of the Department of State a certified copy of each of the above designated descriptions and maps of property; and that on the 21 day of OCT, 1960, there was filed in the office of the clerk of the county, in which such property is situated, a copy of each of such descriptions and maps.

TAKE FURTHER NOTICE that title to the property, easements, interests or rights described in said descriptions and maps vested in The People of the State of New York upon such filing in the office of said county clerk.

SUPERINTENDENT OF PUBLIC WORKS
OF THE STATE OF NEW YORK

Dated: OCT 21, 1960



By: _____
Director, Bureau of Rights of Way and Claims
P. G. Baldwin

COUNTY CLERK'S CERTIFICATE OF FILING OF DESCRIPTIONS AND MAPS

State of New York }
County of Onondaga } SS.

I hereby certify that on the 21 day of OCT, 1960, the Superintendent of Public Works caused a copy of each of the descriptions and maps, referred to in the above notice of appropriation, to be filed in this office.

(SEAL) Dated: OCT 21, 1960

County Clerk

COUNTY CLERK'S CERTIFICATE OF FILING AND RECORDING
OF NOTICE OF APPROPRIATION

State of New York }
County of Onondaga } SS.

I hereby certify that on the 21st day of OCTOBER, 1960, the Superintendent of Public Works caused the above notice of appropriation to be filed and recorded in this office.

(SEAL) Dated: OCT 21, 1960

James H. Sullivan
County Clerk

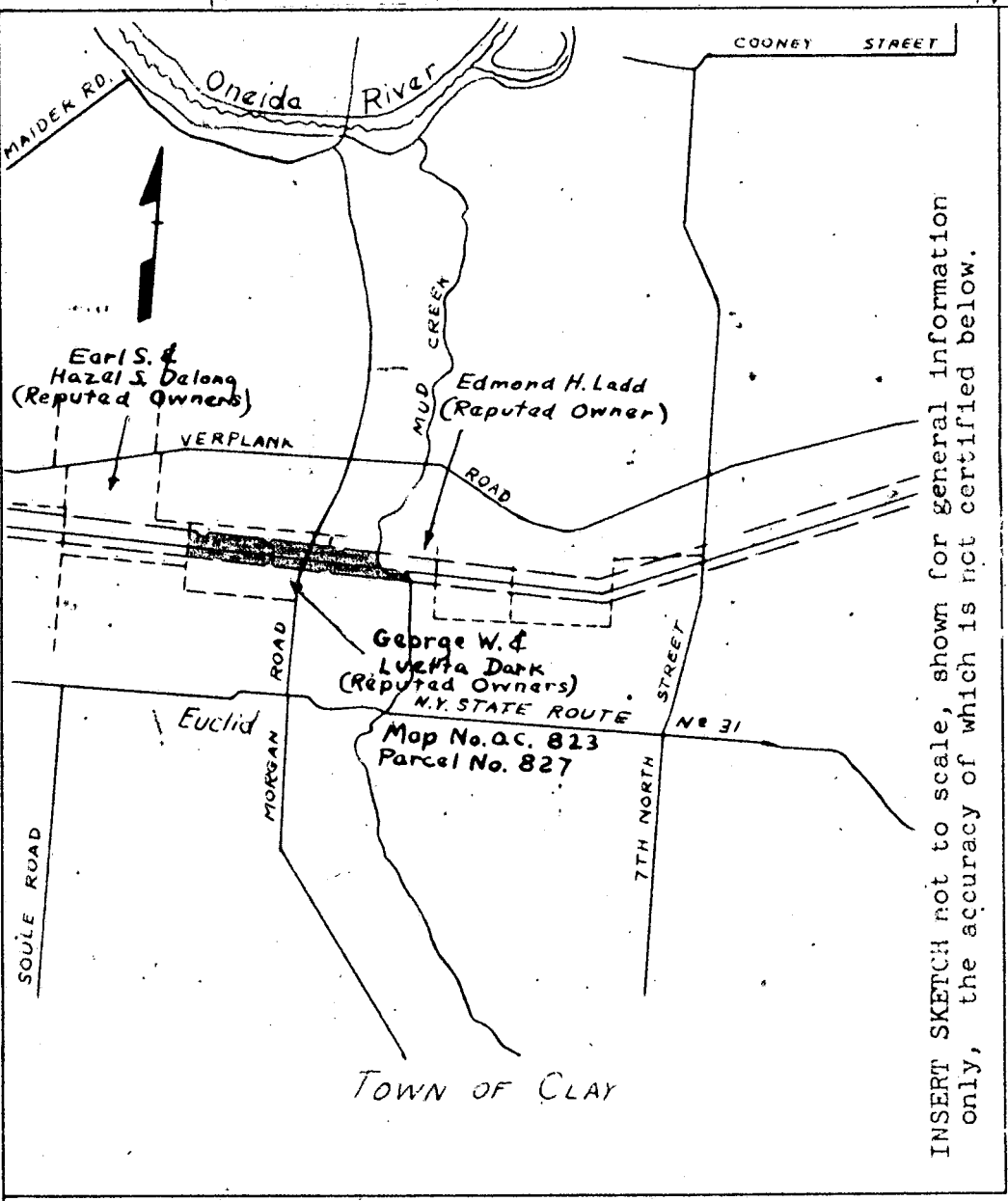
DEED BOOK 2018 PAGE 617

13

TOWN OF CLAY
Map No. OC 823
Parcel No. 827

(Sheet 1 of 2 Sheets)

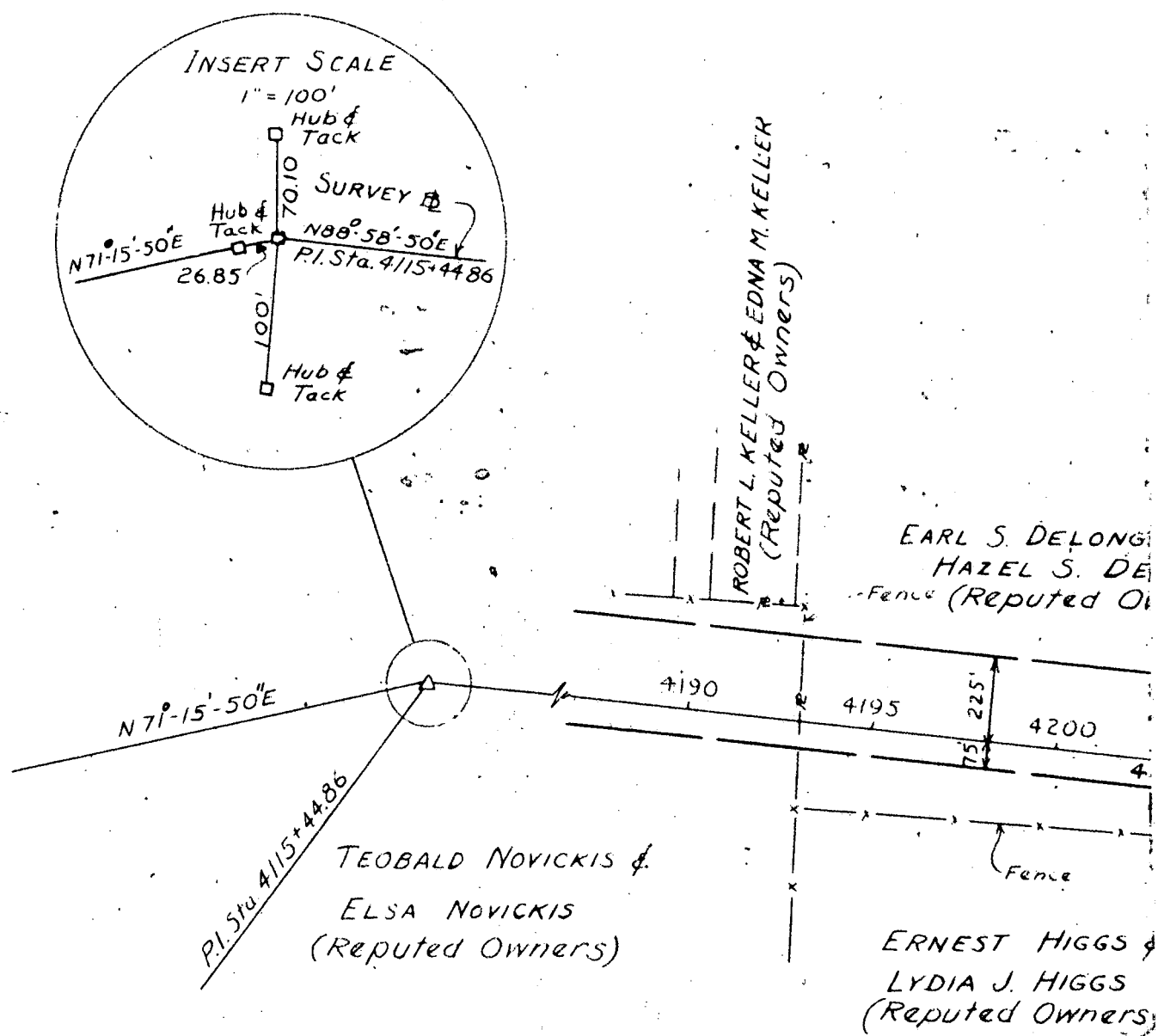
POWER AUTHORITY OF THE STATE OF NEW YORK
NIAGARA POWER PROJECT, ONONDAGA COUNTY
NIAGARA-ADIRONDACK TIE LINE



INSERT SKETCH not to scale, shown for general information only, the accuracy of which is not certified below.

Survey and description prepared under direction of the Power Authority of the State of New York.
Survey notes on file in the office of such Authority.

CC-D L-576 P-314
838 42

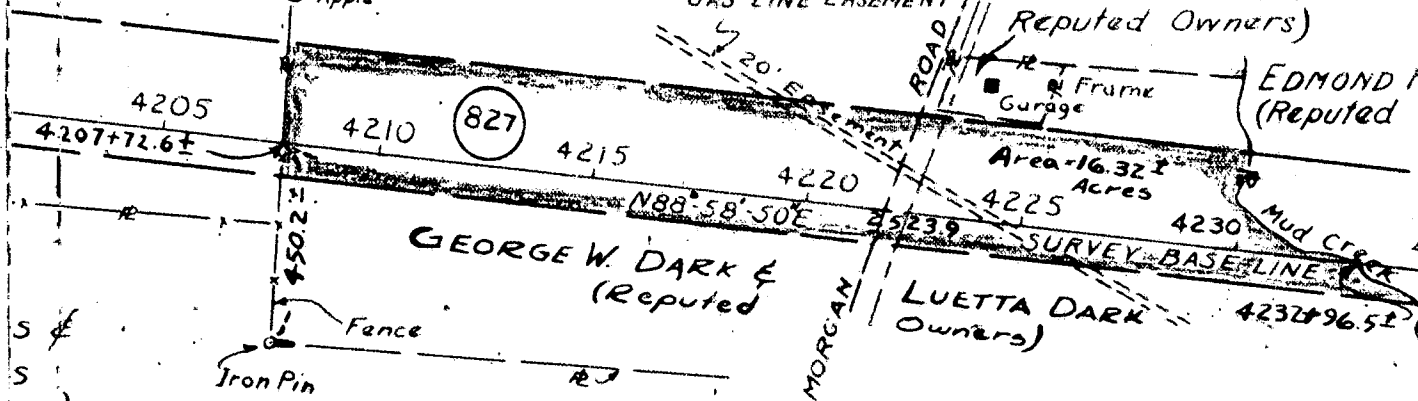


NG & DELONG Owners)

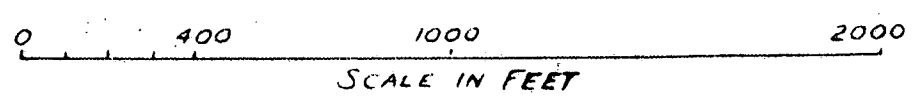
NIAGARA MOHAWK POWER CORP. GAS LINE EASEMENT

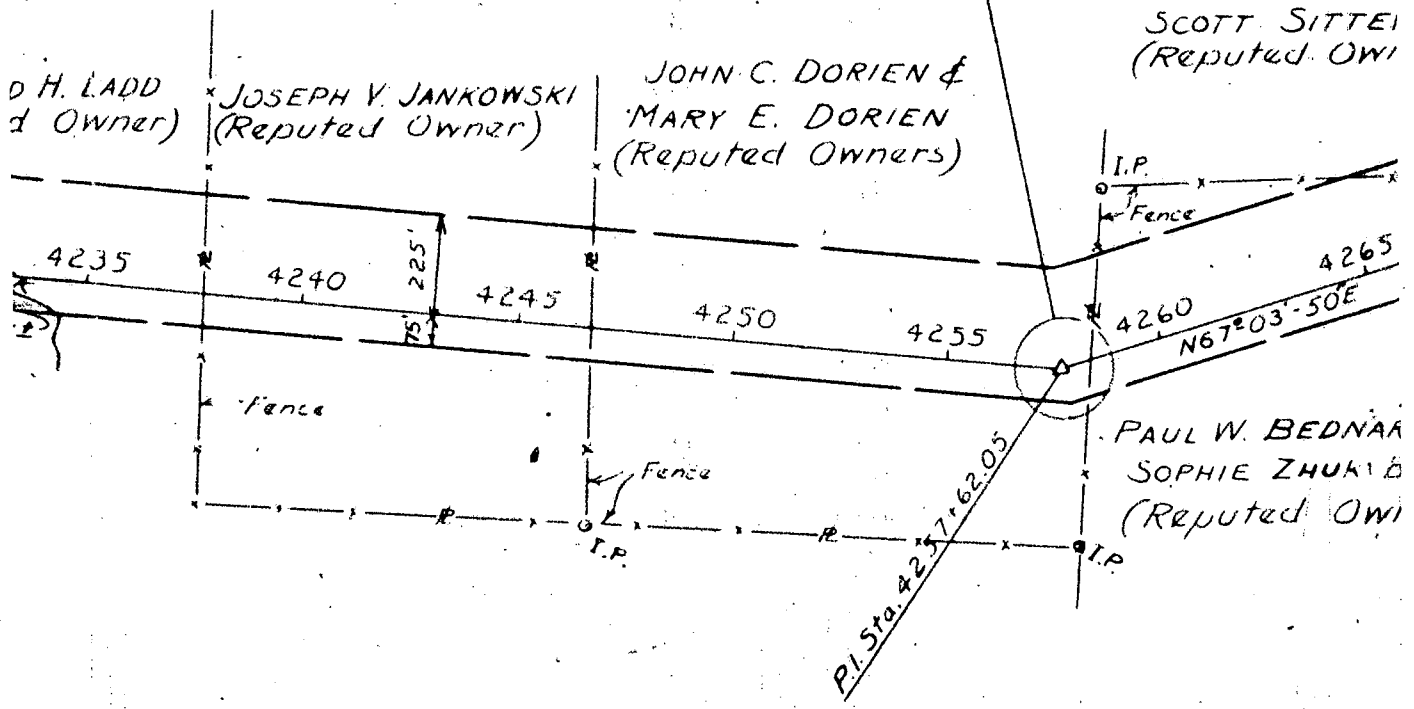
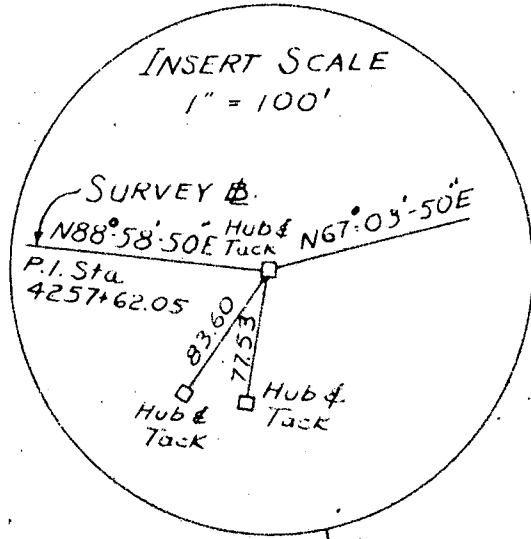
DON W. JOHNSON & VERA W. JOHNSON Reputed Owners)

TRUE NORTH

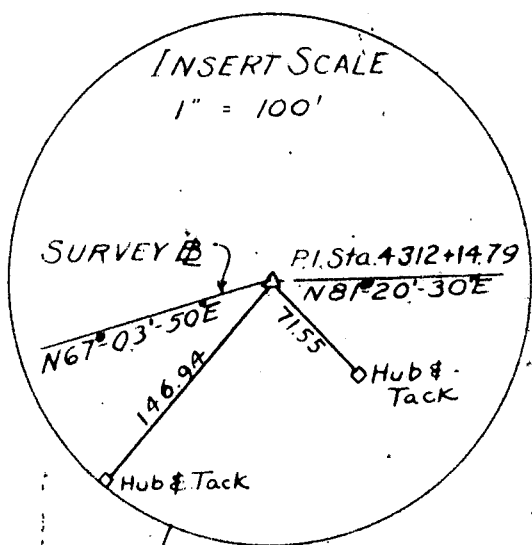


TOWN OF CLAY





DEED BOOK 2018 PAGE 621



JULIAN KEMPISTY & THERESA KEMPISTY (Reputed Owners)

ERLY (part)

NORTH STREET

1 story Frame House

N81°20'-30E

Frame Sheds
2 story Frame House

P.I. Sta. 4312+14.79

RSKI & BEDNARSKI (owners)

SEVENTH

(Continued on Sheet 2 of 2 Sheets)

The above mentioned survey base line is a portion of the Niagara-Adirondack Tie Line survey base line as shown on a map and plan on file in the office of the Power Authority of the State of New York and described as follows:

Beginning at Station P.I. 4115+44.86, a hub and tack; thence N 88° 58' 50" E 14,217.19 feet distant to Station P.I. 4257+62.05, a hub and tack; thence N 67° 03' 50" E 5452.74 feet distant to Station P.I. 4312+14.79, a hub and tack.

Such permanent easement shall not limit, restrict or interfere with any existing railroad system or public utility corporation facilities and shall not limit or restrict the jurisdiction of any municipality to maintain, repair or reconstruct any existing street, road or highway within the limits of the above described property, provided no change of grade or alignment of such railroad system, public utility facilities, street, road or highway shall be made or constructed which will interfere with or prevent the user and exercise by Power Authority of the State of New York, its legal representatives, successors or assigns of the right hereinabove provided. Reserving, however, to the owner of the above described property and his successors in interest, the right and privilege of using such property, provided the exercise of such right and privilege does not interfere with or prevent the user and exercise of the permanent easement and rights hereinabove described. Notwithstanding the right and privilege herein reserved to the owner and his successors in interest to use such property, no building or other structures shall be erected, maintained or suffered upon the land hereinabove described without the written consent of the Power Authority of the State of New York.

All bearings referred to true North.

It is hereby certified that this is an accurate description and map from an accurate survey.

O'BRIEN & GERE

Date Jan. 16, 1960

Joseph I. Phillips

JOSEPH I. PHILLIPS, N. Y. S. L. S. # 25911
for UHL, HALL AND RICH

013305

THIS INDENTURE, made the 10th day of December, nineteen hundred and ninety-three
BETWEEN Great Northern Mall, a New York general partnership
whose mailing address is:
1265 Scottsville Road
Rochester, New York 14624

CLAY

party of the first part, and
Great Northern Mall, L.P., a New York limited partnership
whose mailing address is:
1265 Scottsville Road
Rochester, New York 14624

party of the second part.

WITNESSETH, that the party of the first part, in consideration of ten dollars paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Onondaga and Town of Clay which is more particularly described as:

See attached Schedule A

RECEIVED
\$.....
REAL ESTATE
DEC 16 1993
TRANSFER TAX
ONONDAGA
COUNTY

P. H. 24. Clay

Tax ID No.: 028.-01-40.6
028.-01-40.8
028.-01-40.7
028.-01-40.4
028.-01-40.1

Tax Billing Address: 1265 Scottsville Road
Rochester, New York 14624

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

GREAT NORTHERN MALL
BY: NORMALL ASSOCIATES LIMITED
PARTNERSHIP, GENERAL PARTNER
BY: WILNOR PROPERTY, INC.
GENERAL PARTNER

By: *David M. Jacot...*
Title: *Vice President*

SCHEDULE A

All that tract or parcel of land containing 187.439 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Survey", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, and being more particularly bounded and described as follows:

Commencing at a point in the original centerline of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

A. N 03°08'57" W, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31), said point being the Point of Beginning; thence

1. N 03°08'57" W, a distance of 167.00 feet to the northeast corner of the aforementioned Wesley Higgs lands; thence

2. S 87°17'58" W, a distance of 150.00 feet to the northwest corner of the aforementioned Wesley Higgs lands; thence

3. S 03°08'57" E, along the westerly line of the aforementioned Wesley Higgs lands, a distance of 167.00 feet to a point on the northerly right-of-way line of the aforementioned N.Y.S. Route 31; thence

4. S 87°17'58" W, along the northerly line of New York State Route 31, a distance of 214.58 feet to an angle point; thence

5. N 79°47'41" W, along the aforementioned northerly line of New York State Route 31, a distance of 119.99 feet to an angle point; thence

6. S 88°46'32" W, along the northerly line of New York State Route 31, a distance of 114.04 feet to an angle point; thence

7. S 88°14'22" W, along the aforementioned northerly line of New York State Route 31 (right-of-way without access per State of New York), a distance of 295.04 feet to a point; thence

page 1

8. N 07°18'26" W, along the easterly line of New York State Route 481, a distance of 125.40 feet to an angle point; thence
9. N 30°48'21" W, along the aforementioned easterly line of New York State Route 481, a distance of 170.00 feet to an angle point; thence
10. N 49°02'38" W, along the aforementioned easterly line of New York State Route 481, a distance of 670.70 feet to an angle point; thence
11. N 30°24'00" W, along the aforementioned New York State Route 481, a distance of 601.47 feet to a point; thence
12. N 03°04'00" W, along the west line of Great Lot 24 and the east line of Great Lot 23 and the easterly line of lands now or formerly Wilmot (Liber 2922, Page 66 and Liber 337, Page 35), a distance of 743.47 feet to a point, said point being the southwest corner of property now or formerly Bushnoe (Liber 2568, Page 376); thence
13. N 86°49'00" E, along the southerly line of the following properties: now or formerly Bushnoe (Liber 2568, Page 376), now or formerly Bushnoe (Liber 2565, Page 310), now or formerly Fabianek (Liber 2519, Page 1140), now or formerly Weaver and Warrender (Liber 2786, Page 323), now or formerly Higgs (Liber 1579, Page 460), now or formerly Higgs (Liber 2559, Page 1613), now or formerly Stockwell (Liber 1761, Page 257), now or formerly Gabor (Liber 2564, Page 1099), now or formerly Tallini (Liber 2818, Page 107), now or formerly Keller (Liber 1953, Page 335), a total distance of 1,554.98 feet to a point, said point being the southeast corner of lands now or formerly Keller (Liber 1953, Page 335); thence
14. N 03°55'44" W, along the easterly line of lands now or formerly Robert Keller, a distance of 228.89 feet to the southerly line of an exception parcel as described in Liber 2569 of Deeds at Page 323; thence
15. N 77°40'26" E, along the southerly line of the aforementioned exception parcel, a distance of 400.00 feet to a point; thence
16. N 03°55'44" W, along the easterly line of the aforementioned exception parcel, a distance of 300.00 feet to the southerly right-of-way line of Ver Plank Road; thence
17. N 77°40'26" E, along the aforementioned southerly right-of-way line, a distance of 160.36 feet to a point of curvature; thence

18. Easterly, along a curve to the right, having a radius of 9021.95 feet through a central angle of $00^{\circ}38'00''$, a distance of 99.73 feet to a point of tangency; thence
19. N $78^{\circ}18'26''$ E, along the aforementioned southerly right-of-way line, a distance of 421.83 feet to a point on the westerly line of lands now or formerly Genevieve Murphy; thence
20. S $08^{\circ}10'05''$ E, along the west line of the aforementioned Murphy lands, a distance of 728.01 feet to a point; thence
21. N $86^{\circ}49'55''$ E, along the southerly line of the aforementioned Murphy lands, a distance of 1890.52 feet to the westerly right-of-way line of Morgan Road (66' wide); thence
22. S $14^{\circ}09'55''$ W, along the aforementioned westerly right-of-way line of Morgan Road, a distance of 422.08 feet to a point of curvature; thence
23. Southwesterly, continuing along the westerly right-of-way line of Morgan Road, along a curve to the left, having a radius of 1877.36 feet, through a central angle of $12^{\circ}07'39''$, a distance of 397.37 feet to a point on the southerly line of lands formerly of June Hullin; thence
24. S $86^{\circ}49'55''$ W, along the aforementioned southerly line of lands formerly of Hullins, a distance of 601.74 feet to a point at the northwest corner of lands now or formerly of Hendrix Vance; thence
25. S $03^{\circ}27'34''$ E, along the westerly line of lands now or formerly Hendrix Vance and lands now or formerly Don Vail, a total distance of 911.37 feet to a point; thence
26. S $85^{\circ}22'55''$ W, along the northerly line of lands now or formerly Steven Krell, a distance of 178.09 feet to a point; thence
27. S $21^{\circ}05'27''$ E, along the westerly line of the aforementioned Krell lands, a distance of 105.92 feet to a point at the northeast corner of lands now or formerly Slater; thence
28. S $68^{\circ}54'33''$ W, along the northerly line of the aforementioned Slater lands, a distance of 118.80 feet to a point; thence
29. S $21^{\circ}05'27''$ E, along the westerly line of the aforementioned Slater lands, a distance of 166.07 feet to the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence
30. S $71^{\circ}42'28''$ W, along the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31), a distance of 129.90 feet to an angle point; thence

MP 3893-140

31. S 86°44'58" W, along the aforementioned northerly right-of-way line, a distance of 1115.48 feet to an angle point; thence

32. S 87°17'58" W, continuing along the aforementioned northerly right-of-way line, a distance of 588.75 feet to the Point of Beginning.

Excepting and reserving therefrom the parcels described on Exhibits 1 and 2 attached hereto.

page 4

EXHIBIT 1LEGAL DESCRIPTION OF THE ADCOR SITE

All that tract or parcel of land containing 11.117 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Survey", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, having Drawing No. 1563A-87, and being more particularly bounded and described as follows:

Commencing at a point in the original centerline of Baldwinsville-Cicero S. H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

A. N 03°08'57" W, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville - Cicero S. H. No. 1039 (N.Y.S. Route 31); thence

B. N 87°17'58" E, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 495.37 feet to a point; thence

C. N 03°15'02" W, a distance of 111.74 feet to the Point of Beginning of the hereinafter described parcel; thence

1. N 03°15'02" W, a distance of 187.23 feet to a point; thence
2. S 86°44'58" W, a distance of 225.00 feet to a point; thence
3. N 03°15'02" W, a distance of 454.71 feet to a point; thence
4. N 86°44'58" E, a distance of 88.67 feet to a point; thence
5. S 48°15'02" E, a distance of 64.99 feet to a point; thence
6. N 86°44'58" E, a distance of 482.72 feet to a point; thence
7. S 48°15'02" E, a distance of 194.85 feet to a point; thence
8. N 41°44'58" E, a distance of 124.00 feet to a point; thence
9. S 48°15'02" E, a distance of 279.58 feet to a point; thence
10. S 03°15'02" E, a distance of 172.35 feet to a point; thence

11. Southwesterly, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30'00'00", a distance of 181.69 feet to a point of tangency; thence
12. S 86'44'58" W, a distance of 87.79 feet to a point of curvature; thence
13. Southwesterly, along a curve to the left, having a radius of 200.00 feet through a central angle of 30'00'00", a distance of 104.72 feet to a point of tangency; thence
14. S 56'44'58" W, a distance of 26.39 feet to a point; thence
15. S 03'15'02" E, a distance of 41.57 feet to a point; thence
16. S 56'44'58" W, a distance of 36.64 feet to a point of curvature; thence
17. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 30'00'00", a distance of 130.90 feet to a point of tangency; thence
18. S 86'44'58" W, a distance of 230.00 feet to a point of curvature; thence
19. Northwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 10'16'59", a distance of 44.87 feet to the Point of Beginning.

Also together with an easement for access in common with others described as follows:

All that tract or parcel of land containing 0.672 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Survey", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, and being more particularly bounded and described as follows:

Commencing at a point in the original centerline of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

A. N 03'08'57" W, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence

B. N 87'17'58" E, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 157.91 feet to the Point of Beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall

1. N 03'15'02" W, a distance of 237.86 feet to a point; thence
2. N 86'44'58" E, a distance of 80.00 feet to a point; thence
3. N 86'44'58" E, a distance of 67.57 feet to a point of curvature; thence
4. Southeasterly, along a curve to the right having a radius of 117.05 feet through a central angle of 45'06'03", a distance of 92.14 feet to a point of reverse curvature; thence
5. Continuing southeasterly, along a curve to the left having a radius of 214.00 feet through a central angle of 33'03'50", a distance of 123.49 feet to a point of intersection with the westerly line of the Adcor Site; thence
6. S 03'15'02" E, along the aforementioned westerly line of the Adcor Site, a distance of 36.69 feet to a point; thence
7. Northwesterly, along a curve to the right having a radius of 250.00 feet through a central angle of 34'49'04", a distance of 151.92 feet to a point of reverse curvature; thence
8. Continuing northwesterly, along a curve to the left having a radius of 81.05 feet through a central angle of 45'06'03", a distance of 63.80 feet to a point of tangency; thence
9. S 86'44'58" W, a distance of 67.57 feet to a point; thence
10. S 03'15'02" E, a distance of 202.63 feet to a point of intersection with the aforementioned northerly right-of-way line of N.Y.S. Route 31; thence
11. S 87'17'58" W, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 80.00 feet to the Point of Beginning.

EXHIBIT 2LEGAL DESCRIPTION OF THE SEARS SITE

All that tract or parcel of land containing 12.101 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled, "Great Northern Mall, Survey of Sears Site" prepared by Sear-Brown Associates, P.C. dated October 14, 1987, having Drawing No. 1563A-89, last revised December 21, 1987, and being more particularly bounded and described as follows:

Commencing at a point of intersection of the westerly right-of-way line of Morgan Road (66' wide) with the southerly line of lands of Great Northern Mall, said line being the southerly line of lands formerly of June Hullin; thence

A) S 86°49'55" W, along the aforementioned southerly line of lands formerly of June Hullin, a distance of 601.74 feet to a point at the northwesterly corner of lands now or formerly of Hendrix Vance, and continuing S 86°49'55" W, through lands of Great Northern Mall, a distance of 139.58 feet to the Point of Beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall.

1. S 03°15'02" E, a distance of 516.57 feet to a point of curvature; thence
2. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 19°41'47", a distance of 85.94 feet to a point; thence
3. S 86°44'58" W, a distance of 608.45 feet to a point; thence
4. N 03°15'02" W, a distance of 548.00 feet to a point; thence
5. S 86°44'58" W, a distance of 21.50 feet to a point; thence
6. N 03°15'02" W, a distance of 302.00 feet to a point; thence
7. N 86°44'58" E, a distance of 444.58 feet to a point of curvature; thence
8. Southeasterly, along a curve to the right, having a radius of 200.00 feet, through a central angle of 90°00'00", a distance of 314.16 feet to a point of tangency; thence

9. S 03°15'02" E, a distance of 49.17 feet to the Point of Beginning.

Also together with an easement for access in common with others described as follows:

All that tract or parcel of land containing 1.101 acres, more or less, situate in the Town of Clay, County of Onondaga, State of New York, all as shown on a map entitled "Great Northern Mall, Survey of Sears Site", prepared by Sear-Brown Associates, P.C., dated October 14, 1987, having Drawing No. 1563A-89, last revised December 21, 1987, and being more particularly bounded and described as follows:

Commencing at a point in the original centerline of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31) at the southeast corner of land conveyed to Wesley Higgs as filed in Liber 1756 of Deeds at Page 521; thence

A. N 03°08'57" W, a distance of 33.00 feet to a point on the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence

B. N 87°17'58" E, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 588.75 feet to an angle point; thence

C. N 26°44'58" E, continuing along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 473.88 feet to the Point of Beginning of the hereinafter described parcel; thence the following courses through lands of Great Northern Mall.

1. N 03°15'02" W, a distance of 242.00 feet to a point; thence

2. N 86°44'58" E, a distance of 74.75 feet to a point of curvature; thence

3. Northeasterly, along a curve to the left, having a radius of 347.00 feet through a central angle of 30°00'00", a distance of 181.69 feet to a point of tangency; thence

4. N 56°44'58" E, a distance of 508.88 feet to a point of curvature; thence

5. Northeasterly, along a curve to the left, having a radius of 214.00 feet, through a central angle of 36°48'46", a distance of 137.50 feet to a point of intersection with the southerly line of the Sears Site; thence

6. N 86°44'58" E, along the aforementioned southerly line of the Sears Site, a distance of 38.66 feet to a point; thence

- 7. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 40°18'13", a distance of 175.86 feet to a point of tangency; thence
- 8. S 56°44'58" W, a distance of 508.88 feet to a point of curvature; thence
- 9. Southwesterly, along a curve to the right, having a radius of 383.00 feet, through a central angle of 30°00'00", a distance of 200.54 feet to a point of tangency; thence
- 10. S 86°44'58" W, a distance of 4.75 feet to a point; thence
- 11. S 03°15'02" E, a distance of 206.00 feet to a point of intersection with the aforementioned northerly right-of-way line of N.Y.S. Route 31; thence
- 12. S 86°44'58" W, along the aforementioned northerly right-of-way line of N.Y.S. Route 31, a distance of 70.00 feet to the Point of Beginning.

Deed, Recorded on the
 16 day of Dec 1923
 2:28 PM in Book 3893 Page 135
 and examined.

James L. Schaefer
 COUNTY CLERK
 ONONDAGA COUNTY CLERKS OFFICE

page 10

*41.2
 LHM*

GRANTORS

- WILLIAM B. WILMOT and/or JUDY W. LINEHAN, Successor Co-Trustees for SALLIE ANN WILMOT BELDEN, an undivided 2.1875%; residing at 289 Smith Road., Pittsford, New York 14534
- WILLIAM B. WILMOT and/or JUDY W. LINEHAN, Successor Co-Trustees for MARY KATHLEEN WILMOT WORBOYS, an undivided 2.1875%; residing at 289 Smith Road, Pittsford, New York 14534
- WILLIAM B. WILMOT and/or JUDY W. LINEHAN, Successor Co-Trustees for TIMOTHY PRESCOTT WILMOT, an undivided 2.1875%; residing at 289 Smith Road, Pittsford, New York 14534
- WILLIAM B. WILMOT and/or JUDY W. LINEHAN, Successor Co-Trustees for CHRISTOPHER JAMES WILMOT, an undivided 2.1875%; residing at 289 Smith Road, Pittsford, New York 14534
- JUDY W. LINEHAN, as Trustee for MICHAEL PAUL LINEHAN, an undivided 4.375%; residing at 289 Smith Road, Pittsford, New York 14534
- JUDY W. LINEHAN, as Trustee for JAMIE PERRIN LINEHAN, an undivided 4.375%; residing at 289 Smith Road, Pittsford, New York 14534
- THOMAS C. WILMOT, as Trustee for PAUL JAMES WILMOT, an undivided 2.9167%; residing at 217 Smith Road, Pittsford, New York 14534
- THOMAS C. WILMOT, as Trustee for THOMAS CARL WILMOT, an undivided 2.9167%; residing at 217 Smith Road, Pittsford, New York 14534
- THOMAS C. WILMOT, as Trustee for LORETTA COLLEEN WILMOT, an undivided 2.9167%; residing at 217 Smith Road, Pittsford, New York 14534
- WILLIAM B. WILMOT, as Trustee for PATRICK WILLIAM WILMOT, an undivided 1.75%; residing at 99 Pelham Road, Rochester, New York 14610
- WILLIAM B. WILMOT, as Trustee for MICHAEL THOMAS WILMOT, an undivided 1.75%; residing at 99 Pelham Road, Rochester, New York 14610
- WILLIAM B. WILMOT, as Trustee for DENNIS ALEXANDER WILMOT, an undivided 1.75%; residing at 99 Pelham Road, Rochester, New York 14610
- WILLIAM B. WILMOT, as Trustee for DANIEL HERBERT WILMOT, an undivided 1.75%; residing at 99 Pelham Road, Rochester, New York 14610
- WILLIAM B. WILMOT, as Trustee for KEVIN RICHARD WILMOT, an undivided 1.75%; residing at 99 Pelham Road, Rochester, New York 14610
- LEE L. BELLE, 4849 Glenfield Drive, Syracuse, New York an undivided 37.5%;
- THOMAS C. SULLIVAN, 417 Sunrise Drive, Syracuse, New York, an undivided 27.5%;

SCHEDULE A

- 11. S 87° 19' 00" W, a distance of 915.37 feet to a point; thence
- 12. N 03° 15' 34" W, a distance of 1166.70 feet to a point; thence
- 13. S 87° 24' 26" W, a distance of 698.05 feet to a point; thence
- 14. S 87° 24' 26" W, a distance of 122.23 feet to a point; thence
- 15. N 03° 29' 49" W, a distance of 522.71 feet to a point located along the aforementioned southerly right-of-way line of Verplank Road; thence the following four courses and distances along said southerly right-of-way line beginning with Course No. 16:
- 16. N 89° 50' 09" E, a distance of 284.04 feet to a point, said point being 42.75 feet southerly at right angles from New York State Survey Baseline "VP" station 42 + 00; thence
- 17. S 67° 13' 46" E, a distance of 216.92 feet to a point, said point being 110.00 feet southerly at right angles from New York State Survey Baseline "VP" station 44 + 00; thence
- 18. S 88° 16' 49" E, a distance of 265.28 feet to a point, said point being 118.00 feet southerly at right angles from New York State Survey Baseline "VP" station 46 + 65; thence
- 19. S 88° 35' 29" E, a distance of 510.07 feet to the Point of Beginning.

EXCEPTING THEREFROM 1.906 acres of land previously conveyed by the parties of the first part to the party of the second part by Warranty Deed dated September 10, 1990 and recorded in the Onondaga County Clerk's Office on September 24, 1990 in Book 3649 at page 37 & c.

ADJACENT = PARCEL S. of P.L.G.

Subject to any easements, covenants and restrictions of record affecting the premises.

ALSO A PARCEL OF LAND AS DESCRIBED BELOW:

All that tract or parcel of land situate in the Town of Clay, County on Onondaga, State of New York, as shown on a map entitled "West 481 Site, combined boundary Map", prepared by The Sear Brown Group, Inc. of Rochester, New York, dated October, 1986, last revised April 27, 1990, having Drawing No. 3085-08, being more particularly bound and described as follows:

23

Beginning at a point located at the intersection of the easterly right-of-way line of Interstate Route 481 (Syracuse-Phoenix State Highway No. 5274) with the southerly right-of-way line of Verplank Road, said point being 127.80 feet southerly at right angles from New York State Survey Baseline "VP" station 54 + 88.30; thence the following three courses and distances along said southerly right-of-way line of Verplank Road beginning with Course No. 1:

- 1. N 87° 29' 02" E, a distance of 311.91 feet to a point, said point being 115.00 feet southerly at right angles from New York State Survey Baseline "VP" station 58 + 00; thence
- 2. N 87° 48' 55" E, a distance of 156.57 feet to a point; said point being 109.48 feet southerly at right angles from New York State Survey Baseline "VP" station 59 + 56.47; thence
- 3. N 87° 13' 09" E, a distance of 199.77 feet to a point,

said point being 100.36 feet southerly at right angles from New York State Survey Baseline "VP" station 61 + 56; thence

4. S 03° 04' 00" E, a distance of 1108.87 feet to a point located along the aforementioned easterly right-of-way line of Interstate Route 481 (Syracuse-Phoenix State Highway No. 5274), thence the following three courses and distances along said easterly right-of-way line beginning with Course No. 5:

5. N 30° 23' 59" W, a distance of 11.53 feet to a point; thence

6. N 33° 38' 12" W, a distance of 884.89 feet to a point; thence

7. N 34° 52' 52" W, a distance of 403.78 feet to the Point of Beginning.

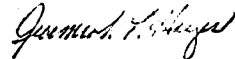
Subject to any easements, covenants and restrictions of record affecting the premises.

Being and hereby intending to convey a portion of the premises conveyed to the party of the first part by Warranty Deed dated January 13, 1982 and recorded in the Onondaga County Clerk's Office on February 8, 1982 in Book 2922 at page 66 &c.

Tax Billing Address: 1265 Scottsville Road, Rochester, New York 14624

Tax Account Nos: 021-01-04.0
021-01-05.1
028-01-01.0
028-01-41.0

Deed, Recorded on the
14 day of Jan 1991 at
1:29 P. M. in Book 3672 Page 269
and examined.



COUNTY CLERK
ONONDAGA COUNTY CLERKS OFFICE

3-2

13

After Recording, Please Return To:

Great Northern Mall Holding, LLC
Attention: Michael Kohan
1010 Northern Blvd., Suite 212
Great Neck, NY 11021
#113049

SPECIAL WARRANTY DEED

PWR3-4155 State Route 31 LLC, a Delaware limited liability company ("**Grantor**"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to it paid by Great Northern Mall Holding, LLC, a New York limited liability company ("**Grantee**"), whose mailing address is 1010 Northern Blvd., Suite 212, Great Neck, NY 11021, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD, and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto the Grantee that certain tract of land ("**Land**") described on **Exhibit A** attached hereto and incorporated herein, together with all improvements thereon and all rights and appurtenances appertaining thereto (herein collectively called the "**Property**").

This conveyance is given and accepted subject to (i) the permitted exceptions set forth on **Exhibit B** attached hereto and incorporated herein, (ii) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which an accurate survey of the Property would disclose or which are shown on the public records, (iii) rights of tenants as tenants only, and (iv) laws, regulations, resolutions or ordinances, including, without limitation, building, zoning and environmental protection, as to the use, occupancy, subdivision, development, conversion or redevelopment of the Property imposed by any governmental authority (herein called the "**Permitted Encumbrances**").

Grantee, by its acceptance hereof, agrees to assume and be solely responsible for payment of all ad valorem taxes pertaining to the Property for the calendar year 2017 and subsequent years; there having been a proper proration of same between Grantor and Grantee.

TO HAVE AND TO HOLD the Property and all improvements located thereon, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its legal representatives, successors, and assigns forever; and Grantor does hereby bind itself, its legal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND all and singular the Property, subject to the Permitted Encumbrances, unto Grantee, its legal representatives, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise.

AND Grantor, in compliance with Section 13 of the Lien Law, covenants that Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

EXHIBIT A

LAND DESCRIPTION

LEGAL DESCRIPTION

All that tract or parcel of land, situate in the Town of Clay, County of Onondaga, State of New York, and more particularly bounded and described as follows:

Beginning at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S Route 31) with the easterly right-of-way line of New York State Route 481; thence

1. N 07°18'26" W, along the easterly line of New York State Route 481, a distance of 125.40 feet to an angle point; thence

2. N 30°48'21" W, along the aforementioned easterly line of New York State Route 481, a distance of 170.00 feet to an angle point; thence

3. N 49°02'38" W, along the aforementioned easterly line of New York State Route 481, a distance of 670.70 feet to an angle point; thence

4. N30°24'00" W, along the aforementioned easterly line of New York State Route 481, a distance of 193.05 feet to an angle point; thence

5. N86°44'58" E, a distance of 908.53 feet to a point; thence

6. N 03°15'02" W, a distance of 682.02 feet to a point; thence

7. N 33°38'12" W, a distance of 491.37 feet to a point in the southerly line of lands now or formerly of Stockwell; thence

8. N 86°49'00" E, along the southerly line of lands now or formerly of Stockwell, and lands now or formerly of Gabor and lands now or formerly of Keller, a total distance of 711.02 feet to a point; thence

9. N 03°55'44" W, along the easterly line of lands now or formerly Robert Keller, a distance Of 228.89 feet to the southeasterly corner of lands now or formerly of DeLong; thence

10. N 77°40'26" E, along the southerly line of said lands of DeLong, a distance of 400.00 feet to a point; thence

11. N 03°55'44" W, along the easterly line of said lands of DeLong, a distance of 300.00 feet to the southerly right-of-way line of Ver Plank Road; thence

12. N 77°40'26" E, along the aforementioned southerly right-of-way line, a distance of 160.36 feet to a point of curvature; thence

13. Easterly, along said right-of-way line, on a curve to the right, having a radius of 9021.95 feet, through a central angle of 00°38'00", a distance of 99.73 feet to a point of tangency; thence

14. N 78°18'26" E, along said right-of-way line, a distance of 421.83 feet to a point on the westerly line of lands now or formerly Genevieve Murphy; thence

15. S 08°10'05" E, along the west line of said lands of Murphy, a distance of 728.01 feet to a point; thence

16. N 86°49'55" E, along the southerly line of said lands of Murphy, a distance of 1890.52 feet to the westerly right-of-way line of Morgan Road (66ft. Wide); thence

17. S 14°09'55" W, along said westerly right-of-way line, a distance of 422.08 feet to a point of curvature; thence

18. Southwesterly, continuing along said right-of-way line on a curve to the left, having a radius of 1877.36 feet, through a central angle of 12°07'39", a distance of 397.37 feet to a point; thence

19. S 86°49'55" W, a distance of 601.74 feet to a point at the northwest corner of lands now or formerly of Hendrix Vance; thence

20. S 03°27'34" E, along the westerly line of lands now or formerly Hendrix Vance and lands now or formerly of Don Vail, a total distance of 911.37 feet to a point; thence

21. S 85°22'55" W, along the northerly line of lands now or formerly of Steven Krell, a Distance of 178.09 feet to a point; thence

22. S 21° 05'27" E, along the westerly line of the aforementioned Krell lands, a distance of 105.92 feet to a point at the northeast corner of lands now or formerly of Slater; thence

23. S 68°54'33" W, along the northerly line of said lands of Slater, a distance of 118.80 feet to a point;

Cla FL 23+24
Per db 5330 - 910

thence

24. S 21°05'27" E along the westerly line of said lands of Slater, a distance of 155.92 feet to a point in the northerly line of a parcel to be acquired by the People of the State of New York; thence the following two (2) courses and distances along said northerly line
25. S 75°31'04" W, a distance of 6.49 feet to an angle point; thence
26. S 84°36'48" W, a distance of 371.72 feet to a point; thence
27. N 03°15'02" W, a distance of 298.27 feet to a point; thence
28. S 56°44'58" W, a distance of 138.41 feet to a point; thence
29. Southwesterly, on a curve to the right, having a radius of 383.00 feet, through a central angle of 14°39'10", a distance of 97.95 feet to a point; thence
30. S 03°15'02" E, a distance of 199.24 feet to a point in the aforementioned northerly line of a parcel to be acquired by the People of the State of New York; thence
31. S 84°36'48" W, along said northerly line, a distance of 11.19 feet to a point in the northerly right-of-way line of Baldwinsville-Cicero S.H. No. 1039 (N.Y.S. Route 31); thence
32. S 86°44'58" W, a distance of 638.53 feet to a point; thence
33. S 87°17'58" W, a distance of 589.00 feet to a point; thence
34. S 89°53'37" W, a distance of 23.10 feet to a point; thence
35. N 03°15'02" W, along the easterly line of the General Mills Site, a distance of 179.08 feet to a point; thence the following three (3) courses and distances along the northerly line of said site
36. S 86°44'58" W, a distance of 188.58 feet to a point of curvature; thence
37. Northwesterly, on a curve to the right, having a radius of 425.00 feet, through central angle of 60°45'09", a distance of 450.64 feet to a point; thence
38. S 57°30'07" W, a distance of 63.72 feet to a point; thence
39. S 03°15'02" E, along the westerly line of said General Mills Site, a distance of 350.00 feet to a point of intersection with the aforementioned northerly right-of-way line N.Y.S. Route 31; thence
40. S 88°14'22" W, along said northerly right-of-way line, a distance of 252.23 feet to the Point of Beginning.

Excepting from the above; lands of the Sears Site described as follows:

All that tract or parcel of land more or less, situate in the Town of Clay, County of Onondaga, State of New York, and more particularly bounded and described as follows:

Commencing at a point of intersection of the westerly right-of-way line of Morgan Road (66ft. wide) with the southerly line of lands of Great Northern Mall, said line being the southerly line of lands formerly of June Hullin; thence

A. S 86°49'55" W, along the aforementioned southerly line of lands formerly of June Hullin, a distance of 601.74 feet to a point at the northwesterly corner of lands now or formerly of Hendrix Vance, and continuing S 86°49'55" W, through lands of Great Northern Mall, a distance of 139.58 feet to the Point of Beginning of the hereinafter described parcel; thence the following Courses through lands of Great Northern Mall

1. S 03°15'02" E, a distance of 516.57 feet to a point of curvature; thence
2. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 19°41'47", a distance of 85.94 feet to a point; thence
3. S 86°44'58" W, a distance of 608.45 feet to a point; thence
4. N 03°15'02" W, a distance of 548.00 feet to a point; thence
5. S 86°44'58" W, a distance of 21.50 feet to a point; thence
6. N 03°15'02" W, a distance of 302.00 feet to a point; thence
7. N 86°44'58" E, a distance of 444.58 feet to a point of curvature; thence
8. Southeasterly, along a curve to the right, having a radius of 200.00 feet, through a central angle of 90°00'00", a distance of 314.16 feet to the point of tangency; thence
9. S 03°15'02" E, a distance of 49.17 feet to the Point of Beginning.

Also exception lands of Adcor Site described as follows:

All that tract or parcel of land, more or less, situate in the Town of Clay, County of Onondaga, State of New York, and being more particularly bounded and described as follows;

Commencing at a point of intersection of the northerly right-of-way line of Baldwinsville-Cicero S.H. 1039 (N.Y.S. Route 31) with the easterly right-of-way line of New York State Route 481;

Thence the following five (5) courses along said northerly right-of-way line

- A. N 88°14'22" E, a distance of 295.04 feet to a point; thence
- B. N 88°46'32" E, a distance of 114.04 feet to a point; thence
- C. N 87°17'58" E, a distance of 331.33 feet to a point; thence
- D. N 89°53'37" E, a distance of 150.21 feet to a point; thence
- E. N 87°17'58" E, a distance of 495.34 feet to a point; thence
- F. N 03°15'02" W, a distance of 91.74 feet to the Point of Beginning of the hereinafter described parcel; thence

- 1. N 03°15'02" W, a distance of 187.23 feet to a point; thence
- 2. S 86°44'58" W, a distance of 225.00 feet to a point; thence
- 3. N 03°15'02" W, a distance of 454.71 feet to a point; thence
- 4. N 86°44'58" E, a distance of 88.67 feet to a point; thence
- 5. S 48°15'02" E, a distance of 64.99 feet to a point; thence
- 6. N 86°44'58" E, a distance of 482.72 feet to a point; thence
- 7. S 48°15'02" E, a distance of 194.85 feet to a point; thence
- 8. N 41°44'58" E, a distance of 124.00 feet to a point; thence
- 9. S 48°15'02" E, a distance of 279.58 feet to a point; thence
- 10. S 03°15'02" E, a distance of 172.35 feet to a point; thence
- 11. Southwesterly, along a curve to the right, having a radius of 347.00 feet, through a central angle of 30°00'00", a distance of 181.69 feet to a point of tangency; thence
- 12. S 86°44'58" W, a distance of 87.79 feet to a point of curvature; thence
- 13. Southwesterly, along a curve to the left, having a radius of 200.00 feet, through a central angle of 30°00'00", a distance of 104.72 feet to a point of tangency; thence
- 14. S 56°44'58" W, a distance of 26.39 feet to a point; thence
- 15. S 03°15'02" E, a distance of 41.57 feet to a point; thence
- 16. S 56°44'58" W, a distance of 36.64 feet to a point of curvature; thence
- 17. Southwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 30°00'00", a distance of 130.90 feet to a point of tangency; thence
- 18. S 86°44'58" W, a distance of 230.00 feet to a point of curvature; thence
- 19. Northwesterly, along a curve to the right, having a radius of 250.00 feet, through a central angle of 10°16'59", a distance of 44.87 feet to the Point of Beginning.

EXCEPTING SO MUCH OF THE ABOVE DESCRIBED PREMISES AS WAS CONVEYED TO GREAT NORTHERN HOLDINGS LLC IN DEED DATED DECEMBER 1, 2003 AND RECORDED DECEMBER 4, 2003 IN BOOK 4810 PAGE 466.

Being the same premises conveyed to Grantor by deed recorded on July 8, 2015, in Libor 5330, Page 910.

TOGETHER with all the right, title and interest of Grantor, of in and to the land lying in the street in front of and adjoining said premises.

The property address(es) and tax parcel identification number(s) listed are provided solely for informational purposes, without warranty as to accuracy or completeness.

ADDRESS: 4155 STATE ROUTE 31, CLAY, NY 13041

County: Onondaga

District

Section 028

Block 01

Lot 40.4

EXHIBIT B

PERMITTED ENCUMBRANCES

File No.: 113049

1. The subject premises are currently benefited by a tax exemption, discount, credit or abatement, no liability is assumed for the retroactive restoration of any taxes due to a loss or reversal, partial or total, of said exemption, discount, credit or abatement. Any tax which may be assessed or entered subsequently by the City is not insured.
2. INTENTIONALLY DELETED
3. Rights of tenants or persons in possession, if any.
4. UPDATED:
Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by survey made by Lehr Land Surveyors dated February 12, 2015 last updated December 10, 2015 which discloses the following:
 - a) 75 and 100 foot setback lines;
 - b) Wire fences protrude up to 3.4 feet onto subject property;
 - c) Building protrudes over Schedule B items 30 and 36;
 - d) Transformers throughout land;
 - e) Catch basins, manholes throughout;
 - f) Ponds in northeasterly and southeasterly parts of land.
 - g) Projections over and encroachments onto interior lines are not made a part of this survey reading.Policy will except any changes an accurate survey of the premises would disclose since December 10, 2015.
5. INTENTIONALLY DELETED
6. Rights of tenant in Unrecorded Lease between Great Northern Mall and Toys "R" Us – Nytex, Inc., dates March 21, 1988; Memorandum of which was duly recorded April 29, 1988 in the Onondaga County Clerk's Office in Liber 3440 of Deeds, Page 78; as amended by First Lease Modification Agreement, dated December 7, 1993 and recorded December, 16, 1993 in Liber 7433 of Mortgages, Page 62; as amended by Memorandum of First Lease Modification recorded January 6, 1994 in Liber 3898 of Deeds, Page 254.
7. Rights of tenant under the Lease between Great Northern Mall, L.P. and Morris on Restaurants, Inc. d/b/a Ruby Tuesday, dated November 29, 1993 and recoded February 2, 1994 in the Onondaga County Clerk's Office in Liber 3903 of Deeds, Page 222.

8. Rights of tenant under the Memorandum of Lease between Great Northern Mall, L.P. and the Bon-Ton Stores, Inc., Dated February 1, 1996 and recorded February 5, 1996 in the Onondaga County Clerk's Office in Liber 4056 of Deeds, Page 247.
9. Rights of tenant under the Memorandum of Lease between Great Northern Mall and Friendly Ice Cream Corporation, dated October 6, 1987 and recorded November 30, 1987 in the Onondaga County Clerk's Office in Liber 3407 of Deeds, Page 29.
10. Rights of tenant under Memorandum of Lease between Great Northern SPE, LLC, as Landlord, and Dick's Sporting Goods, Inc., dated July 20, 2004 and recorded August 12, 2004 in Book 4845 Page 129.
11. AMENDED: Easement granted to Niagara Mohawk Power Corporation, dated December 16, 1958 and recorded January 5, 1969 in the Onondaga County Clerk's Office Liber 1934 of Deeds, Page 601 and as shown on survey by Lehr Land Surveyors, dated February 12, 2015, last revised December 10, 2015, Project No. 150030-S as shown on Survey.
12. Easement appropriated by Notice of Appropriation to George W. Dark and Luetta Dark, his wife, Niagara Mohawk Power Corporation and Vernon Gaylord, dated October 21, 1960 and recorded October 21, 1960 in the Onondaga County Clerk's Office in Liber 2018 of Deeds, Page 617, as map No. Onondaga County-823, Parcel No. 827, as shown on Survey.
13. Easement granted to County of Onondaga, acting for and in behalf of Onondaga County Water District, dated January 4, 1965 and recorded January 20, 1965 in the Onondaga County Clerk's Office in Liber 2233 of Deeds, Page 42; as shown on Survey.
14. Easement granted to Power Authority of the State of New York, Niagara Power Project, dated June 16, 1960 and recorded June 16, 1960 in the Onondaga County Clerk's Office in Liber 2000 of Deeds, Page 363, as shown on Survey.
15. Permanent Easement granted to Power Authority of the State of New York, dated June 9, 1960 and recorded June 16, 1969 in the Onondaga County Clerk's Office in Liber 2000 of Deeds, Page 374, as shown on Survey.
16. Permanent Easement granted to County of Onondaga, for and on behalf of the Onondaga County Water District, dated September 1, 1964 and recorded September 14, 1964 in the Onondaga County Clerk's Office in Liber 2215 of Deeds, Page 465, as shown on Survey.
17. Easement granted to County of Onondaga, acting for and in behalf of Onondaga County Sewer District, dated February 27, 1965 and recorded March 29, 1965 in the Onondaga County Clerk's Office in Liber 2241 of Deeds, Page 29, as shown on Survey.
18. Permanent Easement appropriated by Notice of Appropriation to Earl S. DeLong and Hazel S. DeLong, his wife Niagara Mohawk Power Corporation and New York Telephone Company, dated March 29, 1960 and recorded October 26, 1960 in the Onondaga County Clerk's Office in Liber 2019 of Deeds, Page 465, Map No. Onondaga County-822, Parcel No. 826, as shown on Survey.

19. AMENDED: Easement granted to Onondaga, acting for and in behalf of Onondaga County Water District, dated April 13, 1965 and recorded April 26, 1965 in the Onondaga County Clerk's Office in Liber 2244 of Deeds, Page 413; and as shown on survey by Lehr Land Surveyors, dated February 12, 2015, last revised December 10, 2015, Project No. 150030-S as shown on survey.
20. Easement granted to Onondaga County Water Authority, dated June 19, 1986 and recorded June 27, 1986 in the Onondaga County Clerk's Office in Liber 3267 of Deeds, Page 84, as shown on Survey.
21. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Company, Dated April 3, 1987 and recorded May 7, 1987 in the Onondaga County Clerk's Office in Liber 3350 of Deeds, Page 63, as shown on Survey

As amended by Easement Amendment between Great Northern Mall and Crown American Corporation and Niagara Mohawk Power Corporation and New York Telephone Company, dated April 11, 1988 and recorded May 26, 1988 in the Onondaga County Clerk's Office in Liber 3446 Page 265.
22. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Co., dated January 26, 1987 and recorded January 30, 1987 in the Onondaga County Clerk's Office in Liber 3329 of Deeds, Page 145, as shown on Survey.
23. Easement granted to Onondaga County Water Authority, dated April 25, 1986 and recorded April 30, 1986 in the Onondaga County Clerk's Office in Liber 3252 of Deeds, Page 247, as shown on Survey.
24. Reciprocal Easement Agreement between Great Northern Mall, Adcor Realty Corporation and Sears, Roebuck and Co., dated December 4, 1987 and recorded May 26, 1988 in the Onondaga County Clerk's Office in Liber 3446 of Deeds, Page 283; as emended by Amendment No. 1 to construction, etc. recorded in the Onondaga County Clerk's Office in Liber 3526 of Deeds, Page 10; as further amended by Amendment No. 2 to COREA, recorded December 12, 1993 in Liber 3893 of Deeds, Page 222; as Further amended by Amendment No. 3 to COREA, recorded September 1, 1994 in Liber 3950 of Deeds, Page 56.
25. Rights and Easement contained in Deed given to Adcor Realty Corporation, dated December 4, 1987 and recorded May 26, 1988 in the Onondaga County Clerk's Office in Liber 3446 of Deeds, Page 267. (Affects only the 36 foot Adcor easement, and the 80 foot common access easement as shown on Survey.)
26. Right of Way granted to Onondaga County Water Authority dated August 25, 1986 and recorded September 29, 1986 in the Onondaga County Clerk's Office in Liber 3293 of Deeds, Page 305, as shown on Survey.
27. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Co., dated January 26, 1987 and recorded January 30, 1987 in the Onondaga County Clerk's Office in Liber 3329 Page 141, as shown on Survey.

28. Easement granted to New York Telephone Company, dated June 10, 1987 and recorded September 16, 1987 in the Onondaga County Clerk's Office in Liber 3387 of Deeds, Page 3, as shown on Survey.
29. Easement granted to Niagara Mohawk Power Corporation and New York Telephone Co., dated August 8, 1988 and recorded September 9, 1988 in the Onondaga County Clerk's Office in Liber 3474 of Deeds, Page 68, as shown on Survey.
30. Right of Way granted to Onondaga County Water Authority, dated August 15, 1988 and recorded September 20, 1988 in the Onondaga County Clerk's Office in Liber 3476 of Deeds, Page 236, as shown on Survey.
31. Right of Way and Easement granted to Town of Clay, dated May 12, 1988 and recorded September 29, 1988 in the Onondaga County Clerk's Office in Liber 3478 of Deeds, Page 319, as shown on Survey.
32. Easement granted to Town of Clay, dated February 26, 1988 and recorded September 29, 1988 in the Onondaga County Clerk's Office in Liber 3478 of Deeds, Page 323, as shown on Survey.
33. Rights and Easements contained in Deed given o Sears, Roebuck and Co., date March 11, 1988 And recorded February 14, 1989 in the Onondaga County Clerk's Office in Liber 3510 of Deeds, Page 195, as shown on Survey.
34. AMENDED: Easement granted to Niagara Mohawk Power Corporation and New York Telephone Co., dated November 22, 1988 and recorded February 15, 1989 in the Onondaga County Clerk's Office in Liber 3511 of Deeds, Page 36, as shown on Survey.
35. Easement contained on Notice of Appropriation from The People of the State of New York to Great Northern Mall, a New York General Partnership; The United States; The Equitable Variable Life Insurance Company; Tandem Insurance Group Inc.; Royal Tandem Life Insurance, County of Onondaga and Onondaga County Water District, dated September 6, 1990 and recorded September 6, 1990 in the Onondaga County Clerk's Office in Liber 3645 of Deeds, Page 40, as shown on Survey.
36. Right of Way granted to Onondaga County Water Authority, dated July 26, 1990 and recorded December 26, 1990 in the Onondaga County Clerk's Office in Liber 3668 of Deeds, Page 270, as shown on Survey.
37. Right of Way granted to Onondaga County Water Authority, dated June 4, 1991 and recorded July 16, 1991 in the Onondaga County Clerk's Office in Liber 3668 of Deeds, Page 289, as shown on Survey.
38. Right of Way granted to Onondaga County Water Authority, dated June 4, 1991 and recorded July 16, 1991 in the Onondaga County Clerk's Office in Liber 3708 of Deeds, Page 285, as shown on Survey.
39. Easement granted to Niagara Mohawk Power Corporation, NY Telephone Co, and CATV, dated April 20, 1994 and recorded April 25, 1994 in the Onondaga County Clerk's Office in Liber 3919 of Deeds, Page 200, as shown on Survey.

40. Easement granted to The Onondaga County Water Authority, dated April 29, 1997 and recorded June 3, 1997 in the Onondaga County Clerk's Office in Liber 4160 of Deeds, Page 270, as shown on Survey.
41. Easement granted to The Onondaga County Water Authority, dated April 20, 1994 and recorded May 2, 1994 in the Onondaga County Clerk's Office in Liber 3921 of Deeds, Page 63, as shown on Survey. (Affects Parcel II, Schedule "A" hereof.)
42. Easement Agreement between Great Northern Mall, L.P. and Natick NY 1992 Realty Corp., dated April 8, 1994 and recorded May 31, 1994 in the Onondaga County Clerk's Office in Liber 3927 of Deeds, Page 306, as shown on Survey. (Affects Parcel II, Schedule "A" hereof)
43. Easement contained in Deed given to General Mills Restaurants, Inc., dare August 30, 1994 and recorded September 1, 1994 in the Onondaga County Clerk's Office in Liber 3950 of Deeds, Page 66, as shown on Survey.
44. Easement granted to Onondaga County Water Authority, dated November 22, 1995 and recorded December 1, 1994 in the Onondaga County Clerk's Office in Liber 3969 of Deeds, Page 273, as shown on Survey.
45. Easement granted to Town to Clay, dated June 16, 1994 and recorded December 29, 1994 in the Onondaga County Clerk's Office in Liber 3975 of Deeds, Page 30; and in Liber 3975 of Deeds, Page 41, as shown on Survey.
46. Easement granted to Town of Clay, dated July 5, 1994 and recorded December 29, 1994 in the Onondaga County Clerk's Office in Liber 3975 of Deeds, Page 48, as shown on Survey.
47. Easement granted to Town of Clay, dated June 3, 2002 and recorded July 1, 2002 in the Onondaga County Clerk's Office in Liber 4728 of Deeds, Page 154, as shown on Survey.
48. Construction, Operation and Reciprocal Easement Agreement recorded December 16, 1993 in the Onondaga County Clerk's Office in Liber 3893 of Deeds, Page 155.
49. No access is insured to Parcel No. 91 appropriated for New York State Route 31, abutting subject premises on the south and Route No. 481 abutting subject premises on the west.
50. Notice of Appropriation of Property by the People of the State of New York dated June 21, 2004 and recorded June 21, 2004 in Book 4836 Page 496.
51. Notice of Appropriation of Property by the People of the State of New York dated Feburary 10, 2003 and recorded August 6, 2004 in Book 4844 Page 226.
52. Easement granted to Niagara Mohawk Power Corporation dated December 21, 2007 and recorded February 5, 2008 in Book 5032 Page 958.

53. Supplemental Notice of Appropriation dated June 12, 2008 and recorded June 25, 2008 in Book 5050 Page 50.
54. INTENTIONALLY DELETED
55. INTENTIONALLY DELETED
56. INTENTIONALLY DELETED.
57. Underground encroachments and easements, if any, including pipes and drains and such rights as may exist for entry upon said premises to maintain and repair the same.
58. Rights and easements, if any, acquired by any public utilities company to maintain its poles and operate its wires, lines, etc., in, to and over the premises herein and in, to and over the streets adjacent thereto.
59. Affidavit of Service for Supplemental Notice of Appropriation recorded July 30, 2008 in Book 5054 Page 435.
60. Affidavit of Service for Supplemental Notice of Appropriation recorded October 17, 2008 in Book 5064 Page 18.

4

WARRANTY DEED

THIS INDENTURE, made this 7th day of August, 2013

BETWEEN: **Barbara S. Gannon, Margaret S. Rydelek,
Meghanne E. Rydelek
Florence H. Schuelke f/k/a Florence E. Schuelke
215 Ferncliff Avenue
Liverpool, New York 13088**

grantors

and **JDF BUILDERS LLC, a New York Limited Liability Company
with offices located at
526 Old Liverpool Road
Liverpool, New York 13088**

grantees,

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

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay County of Onondaga and State of New York, being more particularly described on Schedule A, attached hereto and made a part hereof.

Being the same property conveyed to grantees Barbara S. Gannon, Margaret S. Rydelek herein by Warranty Deed dated 10/27/1994 and recorded in the Onondaga County Clerk's Office on 11/17/1994 in Book of Deeds 3966 at Page 288.

Also Being the same property conveyed to grantees Margaret S. Rydelek and Meghanne E. Rydelek herein by Warranty Deed dated 9/25/2008 and recorded in the Onondaga County Clerk's Office on 10/9/2008 in Book of Deeds 5063 at Page 299.

NOTE # 1: Florence H. Schuelke f/k/a Florence E. Schuelke is entering into this conveyance to extinguish a life estate and power of appointment as reserved to her in a certain Warranty Deed dated 10/27/1994 and recorded in the Onondaga County Clerk's Office on 11/17/1994 in Book of Deeds 3966 at Page 288.

Mail to: 03546 COULTER, VENTRE & MCCARTHY
636 Old Liverpool Road, Liverpool, NY, 13088

SCHEDULE "A"

PARCEL 1

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, Onondaga County, New York, being part of Great lot #24 in said Town and being part of the premises conveyed by George W. Dark and wife to Fred G. Schuelke and wife by deed dated December 1, 1938 and recorded in the Onondaga County Clerk's Office on December 15, 1938 in Book 887 of Deeds at page 74 &c and bounded and described as follows:

Beginning at a point in the center line of Morgan Road (formerly Oak Orchard Road) at the southeast corner of the premises conveyed to Fred G. Schuelke and wife by the above mentioned deed; thence westerly along the south line of the premises so conveyed 224.75 feet; thence northerly at right angles to said south line 200 feet; thence easterly parallel with said south line to the center of Morgan Road; thence south along the center line of Morgan Road to the place of beginning.

PARCEL 2

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, being a part of Great Lot #24 in said Town and being more particularly described as follows:

Beginning at a point in the present centerline of Morgan Road, said point being S. 22° 45' 57" W., a distance of 542.07 feet from the intersection of said centerline of Morgan Road with the present centerline of Verplank Road, as measured along said centerline of Morgan Road; thence S. 22° 45' 57" W., along said centerline of Morgan Road, a distance of 88.66 feet to the northeasterly corner of lands conveyed to the County of Onondaga in Liber of Deeds 2251 at page 81 &c, as filed in the Onondaga County Clerk's Office; thence N. 67° 14' 03" W., along the northerly line of said County of Onondaga lands, a distance of 24.75 feet to the northwesterly corner thereof; thence S. 28° 22' 16" W., along the westerly line of said County of Onondaga lands, a distance of 91.03 feet to its intersection with the northerly line of lands conveyed to Fred G. Schuelke in Liber of Deeds 2638 at page 262 &c, as filed in the Onondaga County Clerk's Office; thence N. 84° 24' 13" W., along said northerly line of said Schuelke lands, a distance of 251.33 feet to the northwesterly corner thereof; thence S. 5° 35' 47" W., along the westerly line of said Schuelke lands, a distance of 200.00 feet to the southwesterly corner thereof; thence N. 84° 24' 13" W., along the northerly line of the States 100 Acre Lot, a distance of 1716.60 feet to a point; thence N. 1° 40' 09" E., a distance of 388.20 feet to a point; thence S. 85° 11' 29" E., a distance of 1708.68 feet to a point; thence south 60 feet to a point; thence S. 86° 02' 07" E., a distance of 369.38 feet to the point of beginning.

ADMINISTRATOR'S DEED

THIS INDENTURE, made the 30th day of December, 2019.

BETWEEN ROBERT C. DELONG, of 8910 Jackson Road, Clay, NY 13041 and **THOMAS E. WEAVER** of 4084 Ver Plank Road, Clay, NY 13041, as Administrators of the Estate of **HAZEL S. DELONG**, late of the Town of Clay, County of Onondaga and State of New York, who died on the 17th day of November, 1984,

party of the first part, and

ERIC DELONG, of 8910 Jackson Road, Clay, NY 13041,

party of the second part,

WITNESSETH, that the party of the first part, to whom Letters of Administration were issued by the Surrogate's Court, Onondaga County, New York on the 29th day of September, 2017, and by virtue of the power and authority given in and by Article 11 of the Estates, Powers and Trusts Law, and in consideration of **ONE HUNDRED AND TWENTY FIVE THOUSAND, FIVE HUNDRED DOLLARS and 00/100 (\$125,500.00)**, paid by the party of the second part, does hereby grant and release unto the party of the second part, the distributees or successors and assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, bounded and described as follows, to wit: Being a part of Great Lot No. 24 in said Town of Clay beginning in the center of the highway leading from Gascon's Rifts to Dutch Settlement Church and in an angle of the west line of Elmer Benedict's land (now owned by Calvin Anderson); thence along the center of the aforesaid road south eighty-five degrees (85°) west twenty seven links (27); thence north three degrees (3°) thirty minutes (30') east thirty-two and two one hundredths (32.02) chains to a stake on the north line of said Lot No. 24; thence along the same north eighty-six degrees (86°) west nineteen and twenty -five one hundredths (19.25) chains to a stake at the northeast corner of Gideon Palmer's land; thence along his westerly line south three degrees (3°) and forty-five minutes (45') west thirty four and ninety eight one hundredths (34.98) chains to the center of the aforesaid road,; thence along the center of the same north eighty-five degrees (85°) east four and thirty-nine one-hundredths (4.39) chains; thence south three degrees (3°) and forty-five minutes (45') west seven and eighty-seven one hundredths (7.87) chains to the north of lands formerly owned by Nathaniel Palmer; thence south eighty-six degrees (86°) east forty-four (44) links; thence south three degrees (3°) and thirty minutes (30') west eight (8) chains to the northwest corner of William Duffany's land; thence along his north line south eighty-six degrees (86°) east, twenty-two and thirty-four one-hundredths (22.34) chains to the northeast corner of said Duffany's land; thence running along the west line of Silas K. Harder's farm north four degrees (4°) east seven and ninety-two one-hundredths (7.92) chains to the land of the aforesaid Elmer Benedict; thence along his land north eighty six degrees (86°) west five and seventy-six one-hundredths (5.76) chains; thence north one degree (1°) west eleven and twelve one-hundredths (11.12) chains to the place of beginning, containing ninety-seven and one-half (97 ½) acres of land, **EXCEPTING AND RESERVING** the premises described and conveyed by a deed from Asa A. DeLong, Earl S. DeLong and Hazel C. DeLong, his wife, to Ruth E. Pratt, dated July 28, 1943.

TAX MAP NO.: 027.-01-03.0

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 24 in said Town of Clay, bounded and described as follows: Beginning in the center of the highway called the VerPlank Road in the east line of the premises now owned and occupied by Asa A. DeLong and Earl S. DeLong; thence southerly along said east line, ten (10) rods; thence westerly along a line parallel with the center line of said highway, eight (8) rods; thence northerly along a line parallel with the first course herein, ten (10) rods to the center of said highway; thence easterly along the center of said highway, eight (8) rods to the place of beginning, containing one half (1/2) acre of land.

TAX MAP NO.: 028.-01-12.1

R-7-K : Very's Hawthorne E-28
118 Cayuga Street
Fulton, NY 13069

EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 24 in said Town of Clay, bounded and described as follows: Beginning at a point in the center of the highway called the VerPlank Road in said town; thence northerly 3° 30' east 276 feet along the easterly line of the premises conveyed to the grantors herein by Asa DeLong by deed recorded in the Office of the Clerk of the County of Onondaga in Book of Deeds 1102 at page 342; thence southerly 85° 17' west 160 feet; thence southerly 3° 30' west 276 feet; thence northerly 85° 17' east 160 feet to the point and place of beginning.

ALSO EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land situate in the Town of Clay, County of Onondaga and State of New York, being part of Farm Lot No. 24 in said Town of Clay, known and described as follows: Beginning at a spike in the center line of the VerPlank Road, said spike being South 85° 17' W. 443 feet from the intersection of said centerline, with the easterly line of the Earl S. DeLong Farm; thence North 3° 30' E., 276 feet to an iron pipe; thence South 85° 17' W., 160 feet, parallel to the aforesaid road centerline, to an iron pipe; thence South 3° 30' W., 276 feet to a spike in the centerline of the VerPlank Road; thence North 85° 17' E., 160 feet along said centerline to the place of beginning, containing one acre of land.

ALSO EXCEPTING AND RESERVING THEREFROM all that tract or parcel of land, containing 31.329, more or less, situate in the Town of Clay, County of Onondaga and State of New York, being a part of Lot 24 in said Town and being more particularly bounded and described as follows: Beginning in the centerline of VerPlank Road (formerly known as the highway road leading from Gascon Rifts to Dutch Settlement Church) at the northwest corner of lands now or formerly Genevieve Murphy (formerly Fred G. Schuelke & Genevieve M. Schuelke as conveyed in Liber 887 of Deeds at Page 74), all as shown on a map entitled "Great Northern Mall-Boundary Map" prepared by Sear-Brown Associates, P.C., dated September 5, 1984, and having Drawing No. 1563A-02; thence South 08° 10' 05" East, along the west line of said Murphy lands a distance of 752.81 feet to a point; thence North 86° 49' 55" East, along the southerly line of said Murphy lands, a distance of 390.68 feet to the northwest corner of lands formerly George W. Dark; thence South 02° 14' 04" East, along the westerly line of said Dark lands and the westerly line of lands now or formerly June Hullin, a total distance of 511.98 feet to a point; thence South 86° 51' 23" West, a distance of 1478.65 feet to a point on the easterly line of lands now or formerly Teobald Novickis; thence North 03° 08' 57" West, along the easterly line of said Novickis lands, a distance of 528.00 feet to a point; thence South 87° 21' 03" West, a distance of 29.04 feet; thence North 03° 55' 44" West, along the easterly line of lands now or formerly Robert Keller, a distance of 241.26 feet to the southerly line of an exception parcel as described in Liber 2569 of Deeds at Page 323; thence North 77° 40' 26" East, along the southerly line of said exception parcel, a distance of 400.00 feet to a point; thence North 03° 55' 44" West, along the easterly line of said exception parcel, a distance of 325.02 feet to the centerline of VerPlank Road; thence North 77° 40' 26" East, along said centerline; a distance of 156.70 feet to a point of curvature; thence Easterly, along a curve to the right having a radius of 9046.70 feet through a central angle of 00° 38' 00" , a distance of 100.00 feet to a point of tangency; thence North 78° 18' 26" East, along said centerline, a distance of 423.35 feet to the point of beginning.

BEING the same premises conveyed to the grantor herein by Deed on April 25th, 1944 and recorded in the Onondaga County Clerk's Office on June 5th, 1944 in Book 1102 of Deeds at Page 342, and the same premises conveyed to the grantor herein by Deed dated June 1, 1944 and recorded in the Onondaga County Clerk's Office on June 5, 1944 in Book 1102 of Deeds, at Page 339.

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

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or otherwise;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the distributees or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

Subject to the trust fund provisions of section thirteen of the Lien Law.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

Quitclaim Deed; Statutory Form

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

THIS INDENTURE, made the 24th day of SEPTEMBER, 2001. BETWEEN:

ROBERT L. KELLER
PO BOX 202
MEXICO, NEW YORK 13114

party of the first part, and

CLAY
3124

DANE KELLER AND MELISSA KELLER,
HUSBAND AND WIFE
4130 VER PLANK ROAD
CLAY, NY 13041

party of the second part:

WITNESSETH, that the party of the first part, in consideration of One (\$1.00) Dollar, paid by the party of the second part does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part, forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, Onondaga County, New York and being part of M.L. 24 of said town and also part of the H. Seymour Mogg farm referred to in 337 Deeds 3 etc. as recorded 2/29/1900 in the Onondaga County Clerk's Office, and more particularly described as follows: Beginning at a point in the center line of Ver Plank Road at the East line of said former Mogg farm, thence southerly approximately 30 rods along said East line of said farm to the southeast corner of the said farm, thence westerly along the south line of the said farm fourteen (14) rods to a point; thence northerly and parallel to the first course about 30 rods to the centerline of Ver Plank Road, thence easterly along the centerline about fourteen (14) rods to the point and place of beginning.

BEING the same premises as conveyed to the party of the first part by Warranty Deed dated May 6, 1959 and recorded May 6, 1959 in the Onondaga County Clerk's Office in Book 1953 of Deeds at Page 335&c.

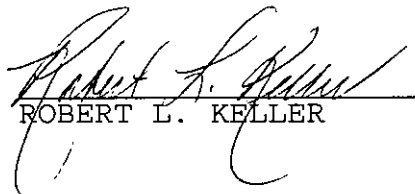
EDNA M. KELLER, having died in January, ^{12,} 2000 a resident of Onondaga County.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns forever. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires. This deed is subject to the trust provisions of Section 13 of the Lien Law.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In the presence of:


ROBERT L. KELLER

R+K: Dane + Melissa Keller
4130 Ver Plank Road
Clay, NY 13041
Lot 24

17-01 09-18-01 107801 95 DE-04607 - 160

Warranty Deed

THIS INDENTURE, made the 29th day of October, 2013.

BETWEEN **DANE K. KELLER, SR. and MELISSA KELLER**, his wife
residing at 4130 Ver Plank Road, Clay, New York 13041

and

Grantors,

DENNIS F. BRITT,
residing at 4438 Ver Plank Road, Clay, New York 13041

Grantee,

WITNESSETH, that the grantors, in consideration of ONE and 00/100 (\$1.00) Dollar, and other good and valuable consideration, paid by the grantee, do hereby absolutely grant and release unto the grantee, his heirs or successors and assigns of the grantee forever.

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga, State of New York and being a part of Farm Lot #24 in the said Town of Clay and being more particularly described as follows:

Beginning at a point, which point is situate on the centerline of the Ver Plank Road, which point is situate 231.0 feet westerly from the intersection of the centerline of the Ver Plank Road and the east line of farm Lot #24, as measured along the centerline of the Ver Plank Road; thence running westerly along the centerline of the Ver Plank Road, a distance of 100.0 feet to a point; thence running South 3° West, a distance of 495.00 feet to a point; thence running North 84° 14' East, a distance of 100.00 feet to a point; thence running North 3° East, a distance of 495.00 feet to a point, which is the point and place of beginning.

EXCEPTING AND RESERVING therefrom the rights of the public in and to that portion of Ver Plank Road within the above described premises.

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

BEING the same premises conveyed to the Grantors herein by Warranty Deed dated September 9, 1992 and recorded September 10, 1992 in the Onondaga County Clerk's Office in Book of Deeds 3791 at Page 210.

TOGETHER with the appurtenances and all the estate and all of the right, title and interest of the grantors in and to said premises.

TO HAVE AND TO HOLD the premises here granted unto the grantee, his heirs or successors and assigns forever.

FIRST. - That the grantors are seized of the said premises in fee simple, and have good right to convey the same.

SECOND. - That the grantee shall quietly enjoy said premises;

THIRD. - That the said premises are free from encumbrances;

FOURTH. - That the grantors will execute or procure any further necessary assurance of the title to said premises.

FIFTH. - That the grantors will forever warrant the title to said premises;

This Deed is subject to the trust provisions of Section 13 of the Lien Law.

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

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals the day and year first above written.

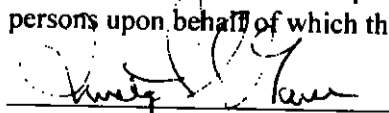
IN PRESENCE OF:

 L.S.
DANE K. KELLER, SR.

 L.S.
MELISSA KELLER

STATE OF NEW YORK }
COUNTY OF ONONDAGA } ss:

On the 29th day of October, 2013, before me the undersigned, personally came DANE K. KELLER, SR. And MELISSA KELLER. personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.


Notary Public

CHRISTOPHER S. GAISER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONONDAGA COUNTY
NO. 4911763
COMMISSION EXPIRES OCT. 19, 2017

Christopher Gaiser, Esq.
333 E. Onondaga Street
Suite 602
Syracuse, NY 13202

Records → Return to

06330

WARRANTY DEED

THIS INDENTURE, made the 3 day of October, 2005

BETWEEN DONALD J. GABOR and MARY ANN GABOR, his wife,
8395 Morgan Road
Clay, New York 13041,
party of the first part,

and

JOHN A. WELLS and SANDRA J. WELLS, HIS WIFE
616 Winton Street
Syracuse, New York 13203,
party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and NO/100 Dollars, and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

SEE ATTACHED DESCRIPTION.

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

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows: that said party of the first part is seized of the premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any further action necessary for assurance of the title to said premises; and the said party of the first part will forever warrant the title to said premises.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has executed this deed the day and year first written above.

In presence of:

Donald J. Gabor
DONALD J. GABOR

Mary Ann Gabor
MARY ANN GABOR

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

On this 3 day of October, 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD J. GABOR and MARY ANN GABOR, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals or the persons upon behalf of which the individuals acted, executed the instrument.

Linda M. Cook
NOTARY PUBLIC

LINDA M. COOK
Notary Public in the State of New York
Qualified in Onon. Co. No. 0746120
My Commission Expires Nov. 30, 2005

RECORD & RETURN TO: MICHAEL J. WILKINSON, Esq.
407 S. CARROLL ST., STE 300
SYRACUSE, NY 13202

06041

16:16 10/06/05 1313605 LM DB-04907P-858

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York, being part of Lot No. 24 in the Town of Clay, bounded and described as follows:

BEGINNING at a point in the present centerline of Verplank Road at it's intersection with the westerly line of lands conveyed to Gerald E. French by deed dated March 26, 1956 and recorded in the Onondaga County Clerk's Office on October 22, 1956 in Liber of Deeds 1831 at Page 512, said point of beginning being the northwesterly corner thereof;

Thence S. $03^{\circ}00'00''$ W., along the westerly line of said lands conveyed to French, a distance of 500.55 feet to a point in the southerly line of lands conveyed to Seymour Mogg by deed dated March 26, 1900 and recorded on March 29, 1900 in the Onondaga County Clerk's Office in Liber of Deeds 337 at Page 35;

Thence N. $86^{\circ}45'00''$ W., along the southerly line of said lands conveyed to Mogg, a distance of 303.68 feet to a point, said point being the southeasterly corner of lands conveyed to Peter Mathis Jr., and Virginia Estella Mathis by deed dated July 12, 1952 and recorded in the Onondaga County Clerk's Office on September 2, 1952 in Liber of Deeds 1582 at Page 405;

Thence N. $03^{\circ}00'00''$ E., along the easterly line of said lands conveyed to Mathis, a distance of 451.05 feet to a point in said centerline of Verplank Road;

Thence N. $84^{\circ}44'45''$ E., along said centerline, a distance of 114.09 feet to a point;

Thence N. $84^{\circ}06'24''$ E., continuing along said centerline, a distance of 83.76 to a point;

Thence N. $83^{\circ}06'06''$ E., continuing along said centerline, a distance of 109.65 feet to the point and place of beginning.

Excepting and reserving therefrom a ten (10) foot wide permanent easement along the entire westerly line of the above parcel for the purposes of laying, installing, constructing, maintaining, operating, replacing, repairing, changing the size of and or removing one or more pipelines for sewer and water across the entire length of the westerly line for said pipes to permit connection to the existing sewer and water lines located to the south of and abutting the premises being conveyed.

It is the intent of the parties hereto to convey the premises known as Tax Map No. 028-01-09.0 with the exception and reservation of the aforesaid easement.

SUBJECT to easements and restrictions of record.

Record & Return to: Sandra Suarez
4100 Verplank Road
Clay NY 13041

THIS INDENTURE, made the ^{6th August 2019} day of ~~December, 2018~~ between

VFC

Sandra Suarez, 4100 VerPlank Road, Clay, NY 13041;
Kenneth Stockwell, 822 Emery Street, Fulton, NY 13069;
Kathleen McLaughlin, 300 Audubon Parkway Apt.#13, Syracuse, NY 13224
Teresa Champion, 9221 53rd Way North, Pinellas Park, Florida 33782
As Distributees and heirs-at-law of the late Kenneth Stockwell, who died May 21, 1976 and
the late Pauline E. Stockwell, who died January 1, 1999

GRANTORS,

AND

Sandra Suarez
4100 VerPlank Road, Clay, NY 13041, GRANTEE

Witnesseth, that the grantor, in consideration of ONE DOLLAR, in hand paid by the Grantee, does hereby remise, release and quitclaim to the Grantee, the heirs or successors and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the TOWN of CLAY, County of Onondaga and State of New York, being part of great Lot No. 24 in said Town, and described as follows: Beginning at a point in the center line of Verplank Road, which point is 815 feet east of the west line of lands formerly owned by Peter Mathis, Jr. and Virginia Estella Mathis; thence south about thirty rods along the east line of a lot conveyed to Roland Doughty; thence east 100 feet to a point; thence north about thirty rods to a point; and thence west 100 feet to the place of beginning. Subject to easements, covenants and restrictions of record.

Being the same premises conveyed to the Grantors' father, Kenneth Stockwell, by Warranty Deed dated July 8, 1955 and recorded in the Onondaga County Clerk's Office on July 19, 1955 in Book 1791 of Deeds at page 257&c. The premises being commonly known as 4100 Verplank Road, Clay, New York.

Together with the appurtenances and all the estate and rights of the grantor in and to said premises.

To have and to hold the premises to the grantee, the heirs or successors and assigns of the grantee forever.

This deed is subject to the trust provisions of Section 13 of the NYS Lien Law. The words Grantor and Grantee shall be construed to read in the plural as appropriate.

THIS INDENTURE, made the 16 day of October, 2009

BETWEEN MICHAEL SMITH, JR. AND ALICE SMITH, S. husband and wife, residing at 4090 Verplank Road, Clay, New York 13041, party of the first part, and

SANDRA A. LYTLE AND ROY C. LYTLE, husband and wife, residing at 7875 Lancewood Drive, Liverpool, New York 13090, party of the second part,

WITNESSETH, that the party of the first part, in consideration of one dollar (\$1.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga, State of New York, being the same premises deeded Ruby and Ernest Higgs, Jr. by the County of Onondaga being a parcel measuring 100' x 420' in Lot 24 of said Town. Said parcel is better described as: ALL THAT TRACT OF PARCEL OF LAND situate in the Town of Clay, County of Onondaga and jState of New York, being part of Great Lot No. 24 in said Town, and being a part of the farm premises owned by the grantors and described as follows: Beginning at a point in the center line of the Verplank Road, which point is the NE corner of premises deeded Higgs by deed at Book 1579 of Deeds page 460, Onondaga County Clerk's Office; thence south along the east line of said lot conveyed to Higgs about 30 rods to a point; thence east 100 feet to a point; thence north about 30 rods to a point; thence west 100 feet to the place of beginning containing one acre of land, more or less. Said premises are the same described in deed from Ernest Higgs, Jr. to Marjorie F. Martinek dated and acknowledged September 3, 2009 and recorded in Book 05099 of Deeds at page 0421, Instrument 35584, Onondaga County Clerk's Office. Ernest Higgs, Jr. was the surviving spouse and tenant by the entirety of Ruby Higgs who died on May 9, 2009 at St. Joseph's Hospital, Syracuse, New York. Ernest Higgs, Jr. died on September 4, 2009, at 397 County Route 28, Town of Albion, Oswego County, New York.

MORE MODERNLY DESCRIBED AS:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York and being a part of Lot N. 24 in said Town and being more particularly described as follows: **BEGINNING** at a point in the northerly line of land now or formerly owned by Natick NY 1992 Realty Corp. as recorded in the Onondaga County Clerk's Office in Liber 3893 of Deeds, Page 147 and being the southeasterly corner of land now or formerly owned by M. F. Martinek as recorded in the Onondaga County Clerk's Office in Liber 5099 of Deeds, Page 421, said point being N. 86°49'00"E., a distance of 710.0 feet from the northwesterly corner of land now or formerly owned by Great Northern Mall LP as recorded in the Onondaga County Clerk's Office in Liber 3893 of Deeds, Page 135, and being the west line of the former S. Mogg farm:

thence N.03°04'00"W., along the easterly line of said Martinek, a distance of 409.66 feet to its intersection with the southerly road boundary of Verplank Road (49.5 foot wide right-of-way);

thence on a curve to the left having a radius of 1774.75 feet an arc distance of 100.18 feet to its intersection with the westerly line of land now or formerly owned by K. Stockwell as recorded in the Onondaga County Clerk's Office in Liber 1761 of Deeds, Page 257;

thence S.03°04'00"E., along the westerly line of said Stockwell, a distance of 415.28 feet to its intersection with said northerly line of Natick NY 1992 Realty Corp.;

thence S.86°49'00"W., along the northerly line of said Natick NY 1992 Realty Corp., a distance of 100.00 feet to the point of beginning. Containing 0.946 acres of land more or less.

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

BEING the same premises conveyed to Grantor herein by Dced from Marjorie F. Martinek dated , recorded on with the Onondaga County Clerk's Office in Book at Page .

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Handwritten initials and arrow pointing to the first paragraph.

Vertical stamp on the right margin: 2009 OCT 16 10:17 AM

THIS INDENTURE, made the // day of March, 2010

BETWEEN SANDRA A. LYTLE AND ROY C. LYTLE, husband and wife, residing at 7875 Lancewood Drive, Liverpool, New York 13090, party of the first part, **and**

MICHAEL SMITH, JR. AND ALICE S. SMITH, husband and wife, residing at 4090 Verplank Road, Clay, New York 13041, party of the second part,

WITNESSETH, that the party of the first part, in consideration of one dollar (\$1.00) and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Clay, County of Onondaga and State of New York and being a part of Lot N. 24 in said Town and being more particularly described as follows:

BEGINNING at a point in the northerly line of land now or formerly owned by Natick NY 1992 Realty Corp. as recorded in the Onondaga County Clerk's Office in Liber 3893 of Deeds, Page 147 and being the southeasterly corner of land now or formerly owned by T.E. & W.L. Weaver as recorded in the Onondaga County Clerk's Office in Liber 3353 of Deeds, Page 223, said point being N. 86°49'00"E., a distance 605.0 feet from the northwesterly corner of land now or formerly owned by Great Northern Mall LP as recorded in the Onondaga County Clerk's Office in Liber 3893 of Deeds, Page 135, and being the west line of the former S. Mogg farm:

thence N.03°04'00"W., along the easterly line of said Weaver, a distance of 409.84 feet to its intersection with the southerly road boundary of Verplank Road (49.5 foot wide right-of-way);

thence on a curve to the left having a radius of 1774.75 feet an arc distance of 105.02 feet to its intersection with the westerly line of land now or formerly owned by M.F. Martinek as recorded in the Onondaga County Clerk's Office in Liber 5099 of Deeds, Page 421;

thence S.03°04'00"E., along the westerly line of said Martinek, a distance of 409.66 feet to its intersection with said northerly line of Natick NY 1992 Realty Corp.;

thence S.86°49'00"W., along the northerly line of said Natick NY 1992 Realty Corp., a distance of 105.00 feet to the point of beginning. Containing 0.986 acres of land more or less.

This deed is to extinguish the life use established by deed on October 16, 2009.

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

BEING the same premises conveyed to Grantor herein by Deed from Michael Smith, Jr. and Alice S. Smith dated October 16, 2009, recorded on October 16, 2009 with the Onondaga County Clerk's Office in Book 5104 at Page 162.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

AND the party of the first part covenants as follows: that said party of the first part is seized of the said premises in fee simple, and has good right to convey the same; that the party of the second part shall quietly enjoy the said premises; that the said premises are free from encumbrances, except as aforesaid; that the party of the first part will execute or procure any further necessary assurance of the title to said premises; and that said party of the first part will forever warrant the title to said premises.

[Handwritten mark]

.10:15 03/19/10 012110 MM DR-5117F-267

P 1688-Warranty Deed: Full Covenants, Corp. or Ind. JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS
Stat. Form AA with Lien Covenant, 1 Side Recording. 80, RICHMOND PL., AT BROADWAY, N. Y. C. 10004

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

THIS INDENTURE, made the 2nd day of March, 1987
BETWEEN

THOMAS E. WEAVER and WENDY L. WARRENDER,
4084 Verplank Road, Clay, New York,

grantor

THOMAS E. WEAVER and WENDY L. WEAVER, his wife
(f/n/a Wendy L. Warrender), 4084 Verplank
Road, Clay, New York,

grantee

RECEIVED
REAL ESTATE
MAR 21 1987
AMSTERDAM
CLAY, NY
11555
9:00/ .00/
11:32 PM 05/21/87
11:32 PM 05/21/87

WITNESSETH, that the grantor, in consideration of ONE AND 00/100 Dollars, paid by the grantee

hereby grants and releases unto the grantee, the heirs or successor and assigns of the grantee forever,

ALL THAT TRACT OR PARCEL OF LAND, situated in the Town of Clay, NY

County of Onondaga and State of New York, being part of Farm Lot No. 24 and bounded and described as follows, to wit: BEING PART of a parcel of land deeded to Seymour Mogg by Abbie West and Denison S. West on March 26, 1900, and described as follows: BEGINNING at a point in the center of the Verplank Road 525 ft. E of the west line of the Seymour Mogg farm and being the northeast corner of a parcel of land owned by Herbert E. Smith and wife; then South along the east line of the Herbert E. Smith lot and parallel to the west line of the Seymour Mogg farm about 30 rods to the south line of the Seymour Mogg farm; thence East along the south line 80 ft. to a point in the south line; thence North and parallel with the west line about 30 rods to the center of the Verplank Road; thence West along the center of the Verplank Road 80 ft. to the place of beginning.

BEING the same premises conveyed to the grantors herein by Gerald J. Brosnan, a/k/a Gerald G. Brosnan, Jr., by warranty deed dated March 26, 1980, and recorded in the Onondaga County Clerk's Office March 27, 1980, in Book of Deeds 2786 at page 323.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises, TO HAVE AND TO HOLD the premises here granted unto the grantee, the heirs or successors and assigns forever, AND the said grantor covenants as follows:

- FIRST.—That the grantor is seized of the said premises in fee simple, and has good right to convey the same;
- SECOND.—That the grantee shall quietly enjoy the said premises;
- THIRD.—That the said premises are free from incumbrances;
- FOURTH.—That the grantor will execute or procure any further necessary assurance of the title to said premises;
- FIFTH.—That the grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

In presence of: ONONDAGA COUNTY CLERK'S OFFICE
Dood, Recorded on the 21st day of March, 1987 at 1:22 PM in Book 3353, Page 223 and examined.
Thomas E. Weaver L.S.
Wendy L. Weaver L.S.

STATE OF NEW YORK, COUNTY OF CLAY
On the 2nd day of March, 1987 before me personally came *Clair L. Lital* to the known, who, being by me duly sworn, did depose and say that deponent resides at No. *101* of the corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

STATE OF NEW YORK, COUNTY OF ONONDAGA
On the 2nd day of March, 1987 before me personally came THOMAS E. WEAVER and WENDY L. WEAVER to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

WILLIAM F. CARRIGAN, JR.
Notary Public in the State of New York
Qualified in Onondaga Co., No. 4674992
My Commission Expires March 30, 1988

William J. Carrigan
NOTARY PUBLIC - Onondaga Cty.

Record + Return to: Thomas E. Weaver
Wendy L. Weaver
4084 Verplank Rd
Clay, NY
06098

2786
323

Schedule "A"

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York, being a part of Lot 24 in said Town and being part of the farm formerly owned by Seymour Mogg and wife, bounded and described as follows: Beginning at a point in the centerline of the VerPlank Road, said point being 400 feet easterly from the intersection of the said centerline with the west line of the farm; thence southerly and parallel with the west line of the farm, a distance of 442.83 feet (referred to as about 30 rods in prior deeds) to the south boundary of the farm; thence easterly along the south boundary 124.92 feet (referred to as 125 feet in prior deeds) to a point; thence northerly and parallel with the west line a distance of 438.32 feet (referred to as about 30 rods in prior deeds) to the centerline of the VerPlank Road; thence westerly along the centerline of the VerPlank Road 125 feet to the point of beginning.

RTR TO TERENCE A LANGRAN 09940

WARRANTY DEED

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

THIS INDENTURE, made the 21st day of August, 2009

BETWEEN

John W. Bushnoe and
Ann T. Bushnoe
4068 VerPlank Road
Clay, New York 13041

grantor

v.
David Burdick and
Ann Burdick, as Husband & Wife
604 Oneida Street
Fulton, New York 13069

grantee

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

All that tract or parcel of land, situate in the Town of Clay, County of Onondaga, and State of New York, being part of Lot No. 24 in said Town of Clay, bounded and described as follows:

BEGINNING at a point in the center line of the Ver Plank Road, and said point being at the intersection of the west line of the Seymour Mogg farm with the center line of Ver Plank Road; thence south along the west line of the Mogg Farm about 457 feet to the southwest corner of the farm; thence east along the south boundary of the farm 112 feet to a point; thence northerly and parallel with the first line about 457 feet to the center line of Ver Plank Road; thence westerly along the center line of Ver Plank Road 112 feet to the point of beginning. Containing 1.19 acres, more or less.

EXCEPTING the lands described in an appropriation dated November 8, 1967 from Harold E. Phillips and wife to People of the State of New York, and recorded in the Onondaga County Clerk's Office on December 1, 1967 in Book 2360 of Deeds at page 289, and subject to an easement dated March 11, 1965 granted by Harold E. Phillips and wife to the County of Onondaga, and recorded in the Onondaga County Clerk's Office on March 24, 1965 in Book 2240 of Deeds at page 374&c.

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

BEING the same premises as conveyed to the Grantor herein by Warranty Deed dated November 7, 1975 and recorded in the Onondaga County Clerk's Office on November 18, 1975 in Book 2568 of Deeds, at Page 376.

ALSO, ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Clay, County of Onondaga and State of New York being a portion of Farm Lot #24 in said town and being more particularly described as follows: Beginning the following distances and courses from the intersection of the centerline of Ver Plank Road with the westerly line of lands conveyed to Seymour Mogg as filed in the Onondaga County Clerk's Office in Liber of Deeds #337 at page 35; S 89° 53' 31" E., 400 feet along said centerline of Ver Plank Road and S. 3° 21' 31" E., along the westerly line of lands conveyed to H.E. and N.V. Smith as filed in the Onondaga County Clerk's Office in Liber of Deeds #1403 at page 181, a distance of 43.02 feet to the place of beginning.

Thence S. 3° 21' 31" ~~E.~~, along said westerly line of said Smith property, a distance of 399.85 feet to a point in the southerly line of said Mogg property;

Thence N. 89° 53' 31" W., along said southerly line of said Mogg property, a distance of 288.0 feet to the southeast corner of lands conveyed to H.E. and Mr. E. Phillips as filed in the Onondaga County Clerk's Office in Liber of Deeds #1451 at Page #541;

Thence N. 3° 21' 31" W., along the easterly line of said Phillips property a distance of about 361.1 feet to a point in the southerly right of way line of Ver Plank Road;

11:09 09/09/09 3579609 DE DE-5099P-614

Thence N. 72° 03' 25" E., along said southerly line of Ver Plank Road a distance of about 74.5 feet to an angle point therein;

Thence S. 89° 53' 31" E., along said right of way line, a distance of 220.96 feet to the point and place of beginning.

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

BEING the same premises as conveyed to the Grantor herein by Warranty Deed dated September 17, 1975 and recorded in the Onondaga County Clerk's Office on October 10, 1975.

TOGETHER with the appurtenances and all the estate and rights of the grantor in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the grantee, the heirs or successors and assigns of the grantee forever. **AND** the grantor covenants as follows:

FIRST.-The grantee shall quietly enjoy the said premises;

SECOND.-The grantor will forever warrant the title to said premises;

This deed is subject to the trust provisions of Section 13 of the Lien Law. The words "grantor" and "grantee" shall be construed to read in the plural whenever the sense of this deed so requires.

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

John W. Bushnoe

John W. Bushnoe
Ann T. Bushnoe a/k/a Ann F. Bushnoe

Ann T. Bushnoe a/k/a Ann F. Bushnoe

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

On this 27 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **John W. Bushnoe**, 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 executed the instrument.

Notary Public State of New York
No. 01WA6012847
Qualified in Cayuga County
Commission Expires Oct. 8, 2010

Kim M. Benedetti

Notary Public

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

On this 27 day of August, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ann T. Bushnoe a/k/a Ann F. Bushnoe** 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 executed the instrument.

Notary Public State of New York
No. 01WA6012847
Qualified in Cayuga County
Commission Expires Oct. 8, 2010

Kim M. Benedetti

Notary Public

Kim M. Benedetti
Cayuga City
exp. 9/8/10

GREAT NORTHERN DEVELOPMENT PLANNED PDD DISTRICT
PDD Zone Change Approval
SEQR DISTRIBUTION LIST 5/9/2024

LEAD AGENCY:	(X) R. Daniel Makay
(X) Town Board, Town of Clay (7) 4401 N.Y. State Route 31 Clay, NY 13041	(XX) Deputy State Historic Preservation Officer NY State Parks, Recreation & Historic Preservation P.O. Box 189 Waterford, New York 12188-0189
INVOLVED AGENCIES:	
(X) Jeffrey Till, Public Health Engineer (XX) Onondaga County Health Department Division of Environmental Health 421 Montgomery St., 12 th Floor Syracuse, New York 13202	(X) Margaret A. Crawford, Biologist (XX) U.S. Army Corps of Engineers Auburn Field Office 7413 County House Road Auburn, New York 13021-8216
(X) Andrew Kormacki, Chief of Public Affairs (XX) US Army Corps of Engineers Buffalo District 1776 Niagara Street Buffalo, New York 14207	(X) Kevin Balduzzi (XX) N.Y.S. Dept. of Environmental Conservation Environmental Analyst 5786 Widewaters Parkway Syracuse, New York 13214
(X) Andrew Weiss, P.E., Chief Engineer (XX) Onondaga County Water Authority P.O. Box 4949 Syracuse, New York 13221	(X) David P. Smith (XX) NYS Dept. of Transportation, Central NY Region 333 East Washington Street Syracuse, New York 13202
(X) James D'Agostino (XX) Syracuse Metropolitan Transportation Council 100 Clinton Square, 126 N. Salina St., Suite 100 Syracuse, New York 13202	INTERESTED PARTIES: (X) Syracuse-Onondaga County Planning Agency (XX) 421 Montgomery Street Syracuse, New York 13202 (X) Northern Onondaga Public Library (XX) 100 Trolley Barn Lane North Syracuse, New York 13212
(X) Onondaga County Department of (XX) Water Environment Protection 650 Hiawatha Blvd. West Syracuse, New York 13204	(X) Town Attorney, Robert Germain (X) Town Engineer, Ron DeTota, C & S (X) Town Clerk, Jill Hageman-Clark
(X) Martin Voss (XX) Onondaga County Dept. of Transportation Administrative Office 6230 East Molloy Road East Syracuse, New York 13057	(X) Liverpool School District Office (XX) 195 Blackberry Road Liverpool, New York 13090
(X) Robert Petrovich, Executive Director (XX) Onondaga County Office of Economic Dev. 335 Montgomery Street, Floor 2M Syracuse, New York 13202	NOTIFICATION: (X) Town of Clay Website: www.townofclay.org
(X) Zoning Board Members (5)	APPLICANT: (X) Great Northern Development Group, LLC 500 Plum Street Syracuse, New York 13204
(X) Planning Board Members + Attorney (8)	ITEMS DISTRIBUTED: (X) NOTICE OF ESTABLISHMENT OF LEAD AGENCY (XX) FULL EAF, LOCATION MAP

Department of Planning & Development



4401 State Route 31
Clay, New York 13041-8707
Website: www.townofclay.org

Phone: (315) 652-3800
Fax: (315) 622-7259
E-mail: planning@townofclay.org

**STATE ENVIRONMENT QUALITY REVIEW
NOTICE OF ESTABLISHMENT OF LEAD AGENCY**

To: **Involved Agencies and Interested Parties**
Date: **May 9, 2024**
Re: Applicant: **Great Northern Development Group, LLC**

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Town of Clay Town Board at its regular meeting, scheduled on May 6, 2024, declared that this is a Type I Action and that it shall be the lead agency for the environmental review of the proposed action described below:

NAME OF ACTION: **Zone Change to PDD (Planned Development District). *Great Northern Mall*, located on the north side of NYS Route 31, with Morgan Road to the east, NYS Route 481 to the west, and Ver Plank Road to the north. Clay, NY 13041.**

DESCRIPTION OF ACTION: **Rezone of parcels that total approximately 213.09 acres, from RC-1 (Regional Commercial), and RA-100 (Residential Agricultural) to PDD (Planned Development District). The proposed zone change would allow for development of the site with mixed uses of residential, commercial, recreational, medical, hotels, and greenspace.**

REASONS SUPPORTING THIS DETERMINATION: This agency has the broadest governmental powers for investigation of the impact of the proposed action; *and* this agency has the greatest capability for providing the most thorough environmental assessment of the proposed action.

PLEASE TAKE FURTHER NOTICE that this determination, subject to agreement of the agencies involved, shall become effective 30 calendar days from the date hereof. You may wish to notify the Town of Clay of any concerns regarding the substance of this project before this date.

FOR FURTHER INFORMATION:

CONTACT PERSON: Mark V. Territo, Commissioner of Planning and Development

ADDRESS: 4401 NYS Route 31
Clay, NY 13041

TELEPHONE NUMBER: (315) 652-3800

Copies of this notice have been sent to all involved agencies and interested parties.