

PLEASE TYPE OR PRINT (LEGIBLY)

For Office Use Only:	Application Number: V-	19-22
Tax map Section: _____	Block: _____	Lot: _____
		Zoning District: RA-1

1. Address of subject property: 207 MILBURN DR, SYRACUSE NY 13207

2. Year property was purchased by current owner: 2012 Business / 2017 Property

3. Applicant/contact information:

a. Owner(s) (current titleholder):

Name(s): ALMA WHITE

Mailing Address: 205 MILBURN DR, SYRACUSE NY

Zip: 13207 Daytime phone number: 315-391-3955 home phone number: 315-391-3955

E-mail (alternate contact for additional information request): alma.w133@yahoo.com

b. Contract purchaser(s) , Lessee , or Co-applicant (if applicable)

*note: Copy of contract to purchase must be included with application if this contract purchaser or lessee applies.

Name(s): DOUG ROBERTS - MAINSTREAM INNOVATIONS

Mailing Address: 131 INTREPID LANE, SYRACUSE NY

Zip: 13205 Home phone number: 315-727-6710 Day Phone: 315-498-6600

E-mail (alternate contact for additional information request): droberts@msicatv.com

c. Representative: Attorney , Architect , Contractor , Other (Only if involved in this application)

Name(s):

Mailing Address:

Zip: Telephone number:

4. Current use of property: (i.e., 1 family, 2 family, grocery store, etc.): RETAIL SALES & STORAGE

Proposed use and occupancy of property: CHANGING USE OF EXISTING RETAIL SPACE TO STORAGE

Current number of onsite (off-street) parking spaces: 10

Proposed number of onsite (off-street) parking spaces: 10

Days and hours of operation (for any business uses):

M-F 8:00-5:00

Explain in detail what (if any) new additions or construction is proposed on the site:

NONE

Reason for request:

The courts have distinguished between use variances (for uses which are not permitted) and area variance (for excess lot coverage, additions into required yards, etc.). Be aware that *the standards of proof for a use variance are much more demanding* than for an area variance and that *the burden is on the applicant* to provide such proof in arguing their case. (See Standard of Proof requirements on required submittal page.)

Use additional sheets of paper to present proof if necessary.

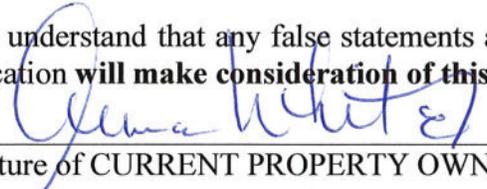
SEE ATTACHED LETTER

The following affirmation must be signed and dated by the CURRENT PROPERTY OWNER or the owner's LEGAL representative (attorney, power of attorney, partner in the business, etc.).

DECLARATION

I understand that false statements made herein are **punishable as a Class A Misdemeanor, pursuant to section 210.45 of the Penal Law of the State of New York**. I declare that, subject to the penalties of perjury, any statements made on this application and any attachments are the truth and to the best of my knowledge correct.

I also understand that any false statements and/or attachments presented knowingly in connection with this application **will make consideration of this application null and void**.


Signature of CURRENT PROPERTY OWNER (or owner's LEGAL representative)

Date

ALMA WHITE

Printed or typed name of person whose signature is above (if legal representative, also state relationship to owner).

6/20/2019

Proof of unnecessary hardship:

This Property has been used for retail Farm & Feed Sales/Storage for 200yrs. Sales have declined due to the farming industry dwindling (Large farms purchasing feed in "bulk, medium to small farms going out of business) as well as retail sales going to "Big box stores" and most definitely internet sales.

With that we have tried to diversify the retail business adding "small animal" feeds and lawn & garden supplies to our sales inventory. Unfortunately this has not increased business to offset overhead expenses.

We have attempted to sell the property to 2 individuals for retail sales purposes but after looking at the companies finances the prospective buyers declined the purchase due to lack of profitability.

Per Profit and Loss statements (Provided by my account at your request):

2016 – Profit - \$15,171.71

2017 – Profit -\$1400.51

2018 – Loss -\$76,669.97

With all that that being said, we are also a unique property for retail sales. Not on a main thoroughfare which makes signage and sales much more difficult.

Changing the use of the retail space to storage seems to be a great alternative. There will be no additional building construction. Parking space will stay the same. This change will also decrease traffic flow in the neighborhood. Going from 30 to 40 cars per day as well as multiple weekly truck deliveries (by tractor/trailers) to only "box truck" deliveries 1-2 times per week.

We now have a buyer, but with the purchase he will need to use all space for storage vs retail. Without this use variance changed I will lose this buyer and the property will set vacant with no potential buyers in the foreseeable future.

Alma White

6/20/2019

Details of Proposal:

To change the use of retail space to storage

Use: Storage facility for cable television transmission electronics

Hours of operation: Monday – Friday 8:00-5:00

Employee on premises at any given time during hours of operation: 2-3

Deliveries – 1 to 2 times per week by “box” truck

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY
("Agreement") is made this 22 day of March, 2019, by and between L&R Real Estate Holdings, LLC, a New York limited liability company, with an office at 131 Intrepid Lane, Syracuse, NY 13205, ("Buyer") and Alma White and Alan White, residing at _____ (Seller").

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) **"Closing"** shall mean the transfer of marketable and/or Insurable which shall occur on or before ten (10) days after the Expiration of the Examination Period.
- (b) **"Earnest Money"** shall mean ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). The Earnest Money shall be delivered to **EDWARD J. FINTEL & ASSOCIATES**, as the Escrow Agent, two (2) business days after the full execution this Agreement. The Earnest Money shall be applied as part payment of the Purchase Price at the time the sale is closed, or disbursed as agreed upon in accordance with the terms of this Agreement.
- (c) **"Examination Period"** shall mean the period beginning upon the full execution of this Agreement and extending until the date that is **one hundred twenty (120) days** thereafter. Buyer shall have the right to terminate this Agreement for any or no reason within the Examination Period. If Buyer terminates this Agreement It shall deliver written notice thereof to Seller within the Examination Period, upon which termination the Earnest Money shall be refunded to Buyer and neither party shall have any further rights, obligations or liabilities hereunder.
- (d) **"Premises" or "Property"** shall mean the parcel of land approximately 144.9 x 347.61 feet containing a feed store, mill and outbuilding known as 207 Milburn Drive, Syracuse, New York and bearing tax identification number" 070.-07-22.2
- (e) **"Purchase Price"** shall mean the sum of ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00) all cash at Closing.
- (f) **"Seller's Notice Address"** shall be as follows, except as same may be changed pursuant to the Notice section herein:

With a copy to Seller's attorney: Catherine A. Scott, Esq., Schuh, Scott & Wallace, P.C.,
4110 S. Salina Street, Syracuse, NY 13205-2058

- (g) **"Buyer's Notice Address"** shall be as follows, except as same may be changed pursuant to the Notice section herein:

With a copy to Buyer's attorney: Edward J. Fintel, Esq., Edward J. Fintel & Associates,
110 W. Fayette Street, Suite 720, Syracuse, NY 13202

Section 2. Proration of Expenses and Payment of Costs and Recording Fees. Seller and Buyer agree that all rents, utility charges, real estate taxes, assessments and any assumed liabilities shall be prorated on a calendar-year basis as of the date of Closing. If Closing shall occur before the actual taxes and special assessments payable during such year are known, the apportionment of taxes shall be upon the basis of taxes for the Premises payable during the immediately preceding year. At Closing, Seller shall pay the transfer tax associated solely with the transfer of the Real Property herein. Buyer shall be responsible for any and all fees related to the premium or other related Charges for the owner's (and any mortgagee's) title insurance policy to be issued by the Escrow Agent, and deed recording fees necessary to record the deed at the clerk's office of Onondaga County. Seller and Buyer shall be responsible for their own attorney's fees. Seller does not have any rent security deposits since there are no tenants on the Property.

Section 3. Sale of Property. Subject to the terms of this Agreement, Seller agrees to sell the Premises for the Purchase Price set forth above.

Section 4. Payment of Purchase Price. Buyer shall pay the Purchase Price to Seller in accordance with all the terms and conditions of this Agreement.

Section 5. Title Documents. Seller shall deliver to Buyer, no later than thirty (30) days after the date of this Agreement, a correct, up-to-date abstract of title prepared by a title or abstract company authorized to do business in this State (in accordance with Onondaga County Bar Association Standards if the property is within Onondaga County), made from the records of the County Clerk's office, and commencing with a Warranty or better deed conveying a 100% fee interest and recorded no later than 40 years prior to the date of the Contract (or no later than 1945 if the property is within Onondaga County), or a fee title insurance policy if acceptable to all parties, a tax search covering County, City or other taxes for the applicable lien period, current property tax receipts and proof of payment of common charges, if any. Seller shall also provide an up-to-date instrument survey showing improvements, courses and distances of all boundaries and relation to the Premises to a monument or other fixed point, all fences, driveways, encroachments and easements affecting or appurtenant to the Premises, setback lines, certified to the Buyer, its lender and the title company. Seller to provide payoff letters and other reasonably required curatives. If the premises is a condominium unit, in lieu of the above, Seller shall provide and deliver to buyer a copy of the existing Owner's or Mortgage policy, if any, and stub search from date of policy, together with tax searches and tax receipts as hereinabove set forth. In the event that this Agreement is cancelled pursuant to any provision of this Agreement, the title documents shall be promptly returned to Seller or Seller's attorney by Buyer or Buyer's attorney. This provision shall survive the cancellation of the Contract

At Closing, Seller agrees to convey to Buyer fee simple marketable title to the Premises by Warranty Deed, subject to (i) building and use restrictions of record and governmental laws, regulations and/or ordinances (provided that the same are not violated), utility and/or drainage easements benefiting the Property, and (ii) taxes and assessments for the current year and subsequent years not yet due and payable. (collectively, the "Permitted Exceptions").

Section 6. Examination of Property. Seller and Buyer hereby agree as follows:

(a) **Examination.** Within three (3) business days of full execution of this Agreement, Seller shall provide to Buyer copies of the following documents and materials (whether electronic or hard copies) pertaining to the Premises to the extent existing and within Seller's possession: existing title insurance policy, existing survey, and Phase I Environmental Assessment report. Additionally, during the term of this examination period, Buyer, its agents and designees, shall have the right to enter the Property during reasonable business hours for the purposes of inspecting the Property and conducting any other non-invasive investigations and inspections as Buyer may reasonably require to assess the condition and suitability of the Property; provided, however, that such activities by or on behalf of Buyer on the Property shall not damage the Property; and provided further, however, that Buyer shall indemnify and hold Seller harmless and defend Seller from and against any and all claims or damages to the extent resulting from the activities of Buyer on the Property, and Buyer shall pay for any and all damage caused, in whole or in part, by Buyer and return the Property to its condition prior to such damage, which obligation shall survive Closing or any termination of this Agreement. Buyer shall give Seller reasonable written notice (which in any event shall not be less than two (2) business days) before entering the Property, and Seller may have a representative present during any and all examinations, inspections and/or studies on the Property.

(b) Buyer intends to use the Premises for a storage and/or warehousing facility for its business. Among other contingencies as set forth herein, this Agreement is further contingent upon Debtor's authorization and/or permission from the appropriate municipality or governmental agency pursuant to any applicable laws, regulations and/or ordinances, to use the Premises as intended by Buyer.

Section 7. Risk of Loss/Condemnation. Risk of loss to the Property shall be borne by Seller until Closing.

Section 8. Earnest Money and Additional Earnest Money Disbursement. The Earnest Money shall be held by the Escrow Agent, in trust, and disposed of only in accordance with the following provisions:

- (a) The Escrow Agent shall deposit the Earnest Money in its non-interest bearing client escrow account at M&T Bank, Syracuse, New York.
- (b) If the Closing occurs, the Escrow Agent shall deliver the Earnest Money to Seller, or otherwise upon the instructions of, Seller and Buyer on the Closing Date. If for any reason the Closing does not occur, the Escrow Agent shall deliver the Earnest Money to Seller or Buyer only upon receipt of a written demand therefor from such party, subject to the following provisions of this clause (b). Subject to the last sentence of this clause (b), if for any reason the Closing does not occur and either party makes a written demand (the "Demand") upon the Escrow Agent for payment of the Earnest Money, the Escrow Agent shall give written notice to the other party of the Demand within one business day after receipt of the Demand. If the Escrow

regulations of OFAC or pursuant to the Order and any other applicable rules, regulations, legislation or orders.

Section 13. Notices. Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date: (I) delivery by facsimile transmission with a copy mailed in the same business day, (H) delivered in person, (lii) deposited in the United States mail, registered or certified, return receipt requested, or (iv) deposited with a nationally recognized overnight courier, to the addresses set out in Section 1, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 14. Entire Agreement. This Agreement constitutes the sole, entire and final agreement among the parties hereto, and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. No prior Agreement or understanding pertaining to the subject matter hereof (Including, without limitation, any letter of intent executed prior to this Agreement) shall be valid or of any force or effect from and after the date hereof.

Section 15. No Representations or Warranties. Buyer hereby acknowledges, understands and agrees that it has an opportunity to inspect the Property as set forth herein. Buyer agrees, represents and warrants that (i) prior to Closing, Buyer will have fully examined and inspected the Property, including the construction, renovation, environmental condition, all governmental approvals, and any applicable resolutions and agreements, operation and status of the survey, Declarations, title and Lease on the Property, together with any other documents and materials with respect to the Property which Buyer deems necessary or appropriate in connection with its investigation and examination of the Property, (ii) the Property will be purchased by Buyer 'As Is', (iii) Buyer will have decided to purchase the Property solely on the basis of its own Independent Investigation, and (iv) effective as of the Closing Date, Buyer releases and forever discharges Seller (and its managers, members, employees, agents, and representatives) of and from all actions, causes of action, damages, obligations, liabilities, claims and demands, at law or in equity, whether known or unknown, which arise in connection with this Agreement and the Property including, but not limited to, the presence of any hazardous material or waste on the Property or the violation of any Environmental Laws. Buyer hereby acknowledges and agrees that Seller has not made, does not make, and has not authorized anyone else to make any representation and/or warranty regarding any matter or thing pertaining to the Property, except as expressly set forth herein. SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PROPERTY. All information and documentation relating to the Property that have been provided or that may be provided to Buyer during the course of Buyer's Examination investigation of the Property is provided without warranty of any kind, including as to the accuracy, validity, or completeness of any such information or documentation. The provisions of this Paragraph shall survive the Closing.

Section 16. Applicable Law. This Agreement shall be construed under the laws of the State of New York with regard to its conflict of law principles. The parties agree that the proper venue for any dispute hereunder shall be Onondaga County, New York. The parties hereby waive any objections to service of process and the personal jurisdiction of the State of New York, and hereby consent to same.

Agent does not receive a written objection from the other party to the proposed payment within five (5) business days after the giving of such notice by Escrow Agent, the Escrow Agent is hereby authorized to make the payment set forth in the Demand. If the Escrow Agent does receive such written objection within such period, the Escrow Agent shall continue to hold such amount until otherwise directed by written instructions signed by Seller and Buyer or a final judgment of a court. Notwithstanding any language in this Agreement to the contrary, if Buyer makes the Demand past the expiration of the Examination Period, it shall be void and have no force and effect; and Seller shall not be obligated to provide a written objection to the proposed payment; and Escrow Agent shall not make the payment set forth in the Demand.

- (c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be the agent of either of the parties, and that Escrow Agent shall not be liable to either of the parties for any act or omission on its part unless taken or suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. Seller and Buyer shall jointly and severally indemnify and hold Escrow Agent harmless from and against all costs, claims and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Escrow Agent's duties hereunder, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith, in disregard of this Agreement or involving negligence on the part of Escrow Agent.
- (d) Since Escrow Agent is Buyer's attorney, Escrow Agent, or any member of its firm, shall be permitted to act as counsel for Buyer in any dispute as to the disbursement of the Earnest Money or any other dispute between the parties whether or not Escrow Agent is in possession of the Earnest Money and continues to act as Escrow Agent.

Section 9. Default

- (a) In the event that Seller is ready, willing and able to close in accordance with the terms and provisions hereof, and Buyer defaults in any of its obligations undertaken in this Agreement, Seller shall be entitled to, at its sole and exclusive remedy, to either: (i) If Buyer is willing to proceed to Closing, waive such default and proceed to Closing in accordance with the terms and provisions hereof; or (ii) declare this Agreement to be terminated, and Seller shall be entitled to immediately receive all of the Earnest Money, plus interest as liquidated damages as and for Seller's sole remedy. Upon such termination, neither Buyer nor Seller shall have any further rights, obligations or liabilities hereunder, except as otherwise provided herein.
- (b) In the event of a default in the material obligations herein taken by Seller, Buyer may either waive such default and proceed to Closing in accordance with the terms and provisions hereof or may, as its sole and exclusive remedy, elect to terminate this Agreement and direct Escrow Agent to return the Earnest Money to Buyer, which return shall operate to terminate this Agreement and release Seller and Buyer from any and all liability hereunder, except those which are specifically stated herein to survive any termination hereof.

Section 10. Closing. The Closing shall consist of the execution and delivery of documents by Seller and Buyer, as set forth below, and delivery by Buyer to Seller of the Purchase Price, in accordance with the terms of this Agreement. Seller shall deliver to Buyer at Closing the following executed documents:

- (a) Warranty Deed from Seller to Buyer conveying the Real Property to Buyer;
- (b) a Closing Statement setting forth the Purchase Price, all proration's and other adjustments to be made pursuant to the terms hereof, and the funds required for Closing as contemplated hereunder,
- (c) all transfer tax statements, declarations and filings as may be necessary or appropriate for purposes of recordation of the deed;
- (d) good standing certificates or member or partner consents, as applicable, and such other documents as reasonably requested by the Escrow Agent

At Closing, Buyer shall instruct the Escrow Agent to deliver the Escrow Money to Seller, which shall be applied to the Purchase Price, and Seller delivers the balance of the Purchase Price to Seller. The Closing shall be held through the mail or at a mutually agreeable location by delivery of the closing documents to the parties on, or prior to, the Closing or any such other place or manner as the parties hereto may mutually agree.

Section 11. Representation by Seller. Seller represents and warrants to Buyer as follows:

- (a) If applicable, Seller is duly organized (or formed), validly existing and in good standing under the laws of the State of New York. Seller is authorized to consummate the transaction set forth herein. This Agreement and all closing documents to be executed by Seller have been duly authorized by all requisite corporate or other required action on the part of Seller;
- (b) Seller is not a 'foreign person' under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction contemplated hereby, Buyer will not be required to withhold from the Purchase Price any withholding tax.

Additional Representation by Seller. To the best of Seller's knowledge, Seller warrants, represents and covenants as follows:

- (a) Seller represents that the Premises and the business being operated at the Premises complies in all respects with all applicable laws, ordinances, orders, rules and regulations and Seller has not been cited for any violation of them.
- (b) No litigation, proceeding or governmental investigation is pending, or to far as known by Seller, is threatened against the Premises or the personal property nor has any notice of violation been received by Seller in connection with the Premises.
- (c) The Seller knows of no pollutants, contaminants, hazardous substances or petroleum products located at, on, in, under or upon the Premises.

- (d) The Seller has not discharged any pollutants, contaminants, hazardous substances or petroleum products at, on, in, under or upon the Premises or upon adjacent premises.
- (e) With respect to the use and ownership of the Premises, Seller knows of no consent orders, Judgments or pending claims which relate to the pollution and/or protection of the environment relating to the Premises.
- (f) From the Agreement date to the closing date, the Seller will not knowingly permit any use of the Premises which shall create a violation of any laws, rules or regulations including but not limited to those relating to the pollution and/or protection of the environment and will not enter into any agreements or consent orders relating to any such violations.
- (g) With respect to the use and ownership of the Premises, Seller will immediately notify Purchaser of any pending or threatened claims or Judgments relating to the pollution and protection of the environment. The representations and warranties set forth above of this Agreement and made on the date of this Agreement and shall survive said closing.

Section 12. Buyer's Representations. Buyer represents and warrants to, and covenants with, Seller as follows:

- (a) **Buyer's Authorization.** Buyer is duly formed, validly existing and in good standing under the laws of the state in which it was formed, is authorized to consummate the transaction set forth herein and fulfill all of its obligations hereunder and under all closing documents to be executed by Buyer, and has all necessary power to execute and deliver this Agreement and all closing documents to be executed by Buyer, and to perform all of Buyer's obligations hereunder and thereunder. This Agreement and all closing documents to be executed by Buyer have been duly authorized by all requisite corporate or other required action on the part of Buyer and are the valid and legally binding obligation of Buyer, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement and all closing documents to be executed by Buyer, nor the performance of the obligations of Buyer hereunder or thereunder will result in the violation of any law or any provision of the organizational documents of Buyer or will conflict with any order or decree of any court or governmental instrumentality of any nature by which Buyer is bound.
- (b) **Buyer's Financial Condition.** No petition has been filed by or against Buyer under the Federal Bankruptcy Code or any similar State or Federal Law. Buyer represents that Buyer has the financial capabilities to consummate this transaction.
- (c) Neither Buyer, nor the owner of any controlling interest in Buyer, is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") pursuant to the Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 20, 2001) (the "Order") and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and

Section 17. Attorneys' Fees. Each party shall be responsible for their own attorney's fees and disbursements and court costs under this Agreement and any dispute arising therefrom.

Section 18. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement, and shall become a binding Agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement shall be binding on all personal representatives, successors and assigns, etc.

Section 19. Environmental Laws. Shall mean any federal, state, regional, county or local governmental statute, law, regulation, ordinance, order or code or any consent decree, Judgment, permit, license, code, covenant, deed restriction, common law, or other requirement presently in effect or hereafter created, issued or adopted, pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water and ground water), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1986, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq., Emergency Planning and Community Right-to-Know Act of 1988, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1975, 42 U.S.C. 300(f) et seq., and all amendments as well as any similar state or local statute or code and replacements of any of the same and rules, regulations, guidance documents and publications promulgated thereunder.

Section 20. Proof of funds. Within 5 days from the time of execution of this Agreement, the Buyer shall provide Seller with proof of liquid funds necessary to close in the form of bank statements or similar documentation from a recognized financial institution.

Section 21. No Personal Liability of Seller's Members and Employees. No constituent partner or Member in or agent of Seller, nor any advisor, trustee, director, officer, employee, beneficiary, shareholder, participant, individual, representative or agent of any corporate entity or trust that is or becomes a constituent partner or Member in Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Buyer and its successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller for the payment of any claim or for any performance, and Buyer, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability. The provisions of this Paragraph shall survive the Closing.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

BUYER:

By:

Douglas K Roberts

Title: Member

Date:

3/22/19

SELLER:

By:

Title:

Date:

standards and taxes for local improvements not then due. Otherwise such title shall be free and clear from the rights of other unless set forth herein.

Indian Land Claims. Buyer and Seller have been advised that the property covered by this contract is, or may lie in lands claimed by a Native American group and that fact shall not be raised as an issue for refusing to complete this sale, and based on a claim that this may impair or make this property less marketable.

- (8) **CLOSING.** The closing shall be on or about April 30, 2019.
- (9) **CLOSING DOCUMENTS.** At the time of closing, Seller shall execute and deliver to Buyer: warranty deed with lien covenant; gains tax affidavit or tentative assessment issued by the Dept. of Finance and Taxation pursuant to Article 31-B of the Tax Law; equalization and assessment form; Onondaga County affidavit of inspection; if applicable, a FIRPTA affidavit and all other documents reasonably required by Buyer's attorney.
- (10) **ADJUSTMENTS.** Prepaid or unpaid charges including but not limited to taxes, water and garbage removal fees and fuel oil shall be prorated and adjusted as the day before closing or 11:59 p.m. at the end of the last day of possession by Seller, whichever is later. Fuel in storage shall be adjusted at the average market price at the time of closing.
- (11) **RECORDING EXPENSES.** Buyer shall pay the applicable mortgage tax and deed and mortgage recording fees. Seller shall pay for the recording fees for any mortgage discharge, gains tax affidavit, and any title affidavit required, as well as the transfer tax, and any real property gains tax applicable to the transaction.
- (12) **PRE-CLOSING INSPECTION.** Buyer and their authorized agents shall have the right, at a reasonable time and upon reasonable notice to Seller, to inspect the premises before closing. The purpose of this inspection is to establish that the premises is in the same condition as it was as of the date the contract was signed, subject to reasonable wear and tear, and that work required pursuant to the contract has been completed. At the time of the pre-closing inspection Seller shall have all utilities in service that are required for the operation of heating, air conditioning, plumbing, security and electric systems, unless otherwise agreed upon.
- (13) **POSSESSION.** Possession of the premises shall be delivered at closing.
- (14) **ASSIGNMENT.** This contract may not be assigned by Buyer without Seller's written consent.
- (15) **RISK OF LOSS.** The risk of loss or damage to the Premises by fire or other causes remains with Seller until closing.
- (16) **MISCELLANEOUS.**
 - A. If closing occurs during a tax year before a new tax is fixed, the apportionment of taxes shall be based upon the tax rate for the immediately preceding fiscal year applied to the latest assessed valuation.
 - B. Seller shall be responsible for any damage to the Premises from closing until delivery of possession, and any unpaid water and utility services rendered prior to possession by Buyer.
 - C. Any errors or omissions in computation at closing shall be corrected upon discovery.
- (17) **NYS AGRICULTURAL & MARKET LAW.** Premises are not located within an agricultural district.
- (18) **EXAMINATION PERIOD.** Buyer has inspected the property and accepts the property in "as is" condition.
- (19) **EXAMINATION.** Buyer intends to use the property for a storage and/or warehousing facility. Buyer shall satisfy said use contingency within 7 days of the contract being signed or the use contingency is waived.
- (20) **OTHER CONTINGENCY.** It is understood and agreed that the contract is made contingent upon:
This seller's offer shall remain open until April 3, 2019.
- (21) **NOTICE.** Any notice or request required or agreed to be given under this contract shall be sufficiently given if it is in writing signed by the party giving it, or that party's attorney. Service of any such notice shall be completed upon receipt of such notice by the other party, or that party's attorney, and may be personally delivered, transmitted by facsimile, delivered by courier or mailed. Unless otherwise agreed, for the purposes of this contract, signatures transmitted by

CONTRACT TO PURCHASE

CONTRACT OF SALE made as of the 29 day of March, 2019

BETWEEN:

Buyer: L & R Real Estate Holdings, L.L.C of 131 Intrepid Lane, Syracuse, NY 13205
Seller: Alma J. White of 205 Milburn Dr., Syracuse, NY 13207

The parties hereby agree as follows:

- (1) **PREMISES.** Seller shall sell and convey and Buyer shall purchase the property, including all buildings, improvements and appurtenances thereto known as 207 Milburn Dr., in the City of Syracuse, County of Onondaga, State of New York, being 4 buildings: a retail store, mill and two warehouses, tax ID#070-07-22.2. This sale also includes all fixtures and articles of personal property now attached or appurtenant to the Premises, and tow motor (fork lift). Excluded from this sale are any of the following items that may be on the Premises: furniture, rented water softeners, air conditioning units installed in windows, and none.
- (2) **PURCHASE PRICE.**
Buyer agrees to pay Seller On hundred ten thousand and 00/100 Dollars (\$110,000.00) for the Premises, payable as follows:
Deposit: \$1,000.00 in the form of a check to be held by Schuh, Scott & Wallace law firm until this contract is signed by Seller, at which time it shall become part of the Purchase Price.
Cash Balance: \$109,000.00 cash on closing. Buyer to provide proof of funds within 5 days of contract.
- (3) **ACCEPTABLE FUNDS.** All money payable under this contract, unless otherwise specified, shall be paid in US funds by:
 - A. Cash, but not over \$500.00;
 - B. Good certified check of Buyer drawn on, or official check issued by, any bank, credit union (provided such check is drawn on a New York State bank), or savings and loan association having a banking office in the State of New York, payable to or endorsed by an original payee to the order of Seller, or as Seller may otherwise direct upon not less than 3 business days notice to Buyer.
 - C. Uncertified check of Buyer up to the amount of \$1,000.00; or
 - D. As otherwise agreed to in writing by Seller or Seller's attorney.
- (4) **REAL ESTATE BROKERAGE FEE.** No realtor is involved in this transaction.
- (5) **SELLER'S REPRESENTATIONS.** Seller represents and warrants to Buyer that:
 - (i) the personal property described in Section 1 is or at closing will be, paid for and owned by Seller free and clear of all liens and encumbrances
 - (ii) all plumbing, heating, air conditioning, electrical and mechanical systems and appliances will be in working order at the time of closing;
 - (iii) Seller has the exclusive right, power and authority to sell, convey and transfer the Premises in accordance with the terms of this contract; and
 - (iv) at the time of closing, the Premises shall be free of containers of toxic or hazardous substances (as those terms are defined under any federal, state or local laws, rules or regulations pertaining to environmental regulations, contamination or cleanup); paints; household cleaning products; gasoline and used oil.
- (6) **TITLE DOCUMENTS.** The Seller shall deliver to the Buyer, no later than fifteen (15) days prior to the contract closing date, a correct, up-to-date abstract of title prepared by a title or abstract company authorized to do business in this State in accordance with Onondaga County Bar Association standards, made from the records in the county clerk's office, and commencing with a warranty or better deed conveying 100% fee interest and recorded no later than 1945, an official tax search covering county, city and other taxes for the applicable lien period, current property tax bills and receipts. Seller has provided the 2017 existing survey. If buyer requires an updated survey it shall be at buyer's cost.
- (7) **MARKETABLE TITLE.** At closing, Seller shall transfer to Buyer good and marketable title to the premises, subject to building and use restrictions of record and governmental laws, regulations and/or ordinances (provided that the same are not violated), utility and/or drainage easements benefitting the premises or permitted pursuant to FNMA/FHLC title

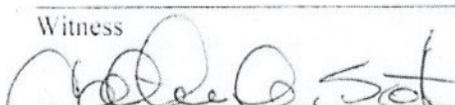
facsimile shall have the same force and effect as original signatures.

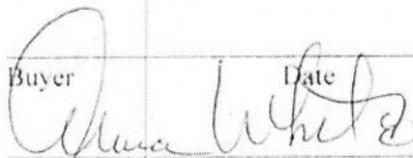
(22) **PERSONS BOUND.** This document, and the addenda annexed hereto and named below, when signed by both parties, shall be a binding contract. It shall bind the parties hereto and their estates. This contract contains the entire agreement of the parties and may not be changed or modified orally, but only in writing by all parties to be bound. There are no warranties or representations except as set forth in this contract, notwithstanding any other statements or documents.

(23) THE FOLLOWING ADDENDA ARE INTENDED TO FORM A PART OF THIS CONTRACT:

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year first above written.

Witness _____ Date _____
 _____
Witness _____ Date 3/29/19

Buyer _____ Date _____
 _____
Seller _____ Date 3/29/19

APPROVED this ___ day of _____, 2019 as provided herein

APPROVED this ___ day of _____, 2019 as provided herein

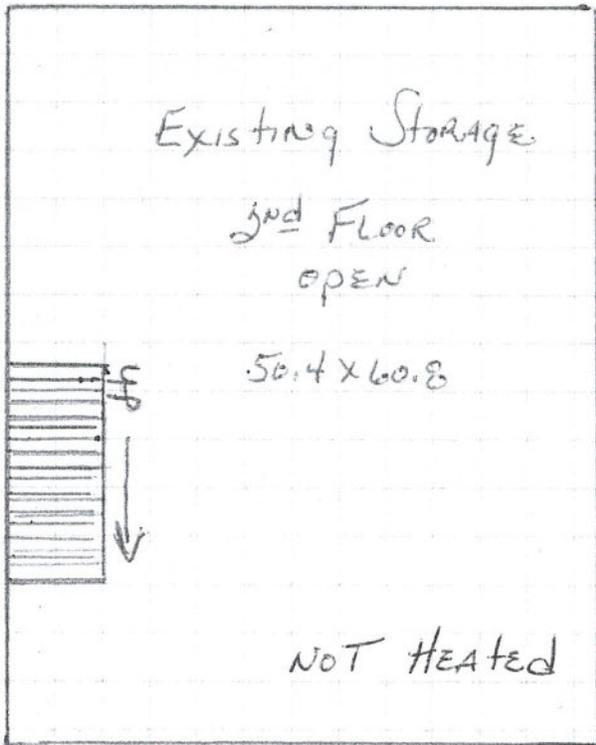
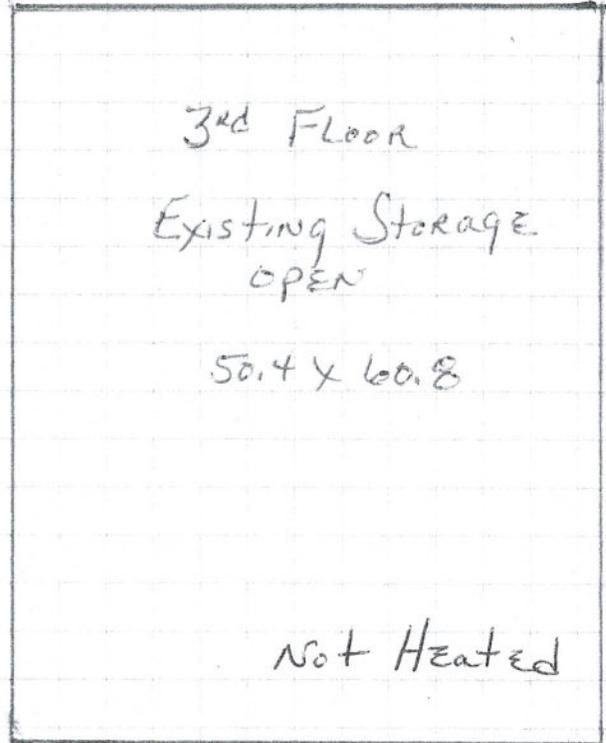
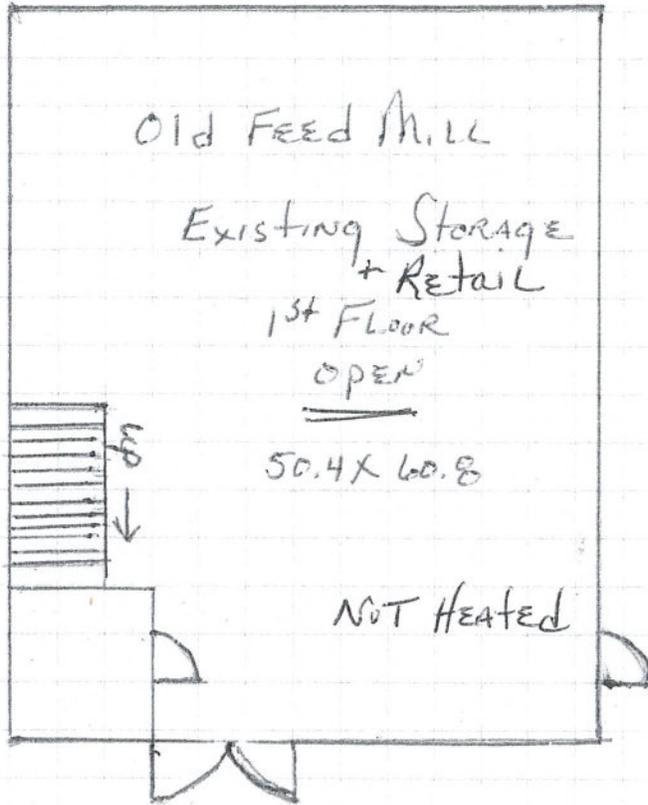
Attorney for Seller
Catherine A. Scott
4110 S. Salina St., Syracuse, NY 13205
(315) 469-3246/fax 469-3249/sswlaw@hotmail.com

Attorney for Buyer
Edward J. Fintel
110 W. Fayette St., Suite 720, Syracuse, NY, 13202
(315) 424-8252

207 Milburn Dr, Syracuse 13207

Bldg #1

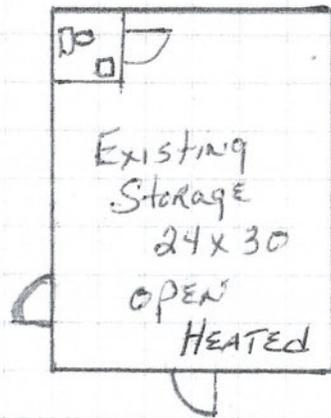
Old mill



FLOOR PLAN $\square = 4\text{ FT} \times 4\text{ FT}$

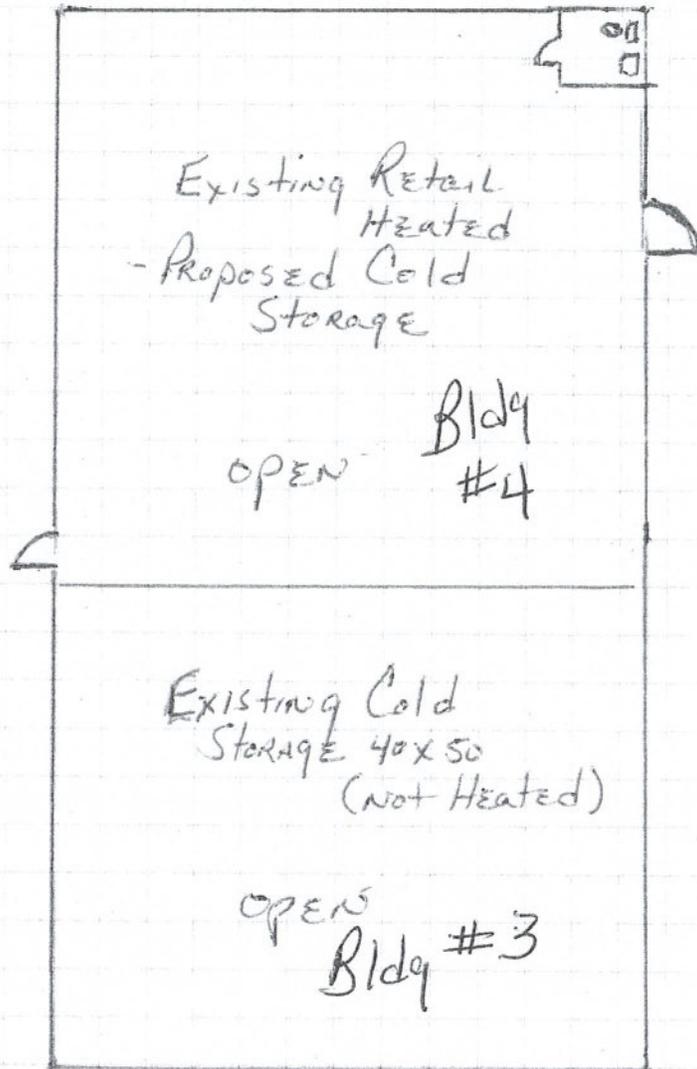
207 Milburn Dr, Syracuse NY 13207

Bldg #2



FLOOR PLAN $\square = 4\text{ft} \times 4\text{ft}$

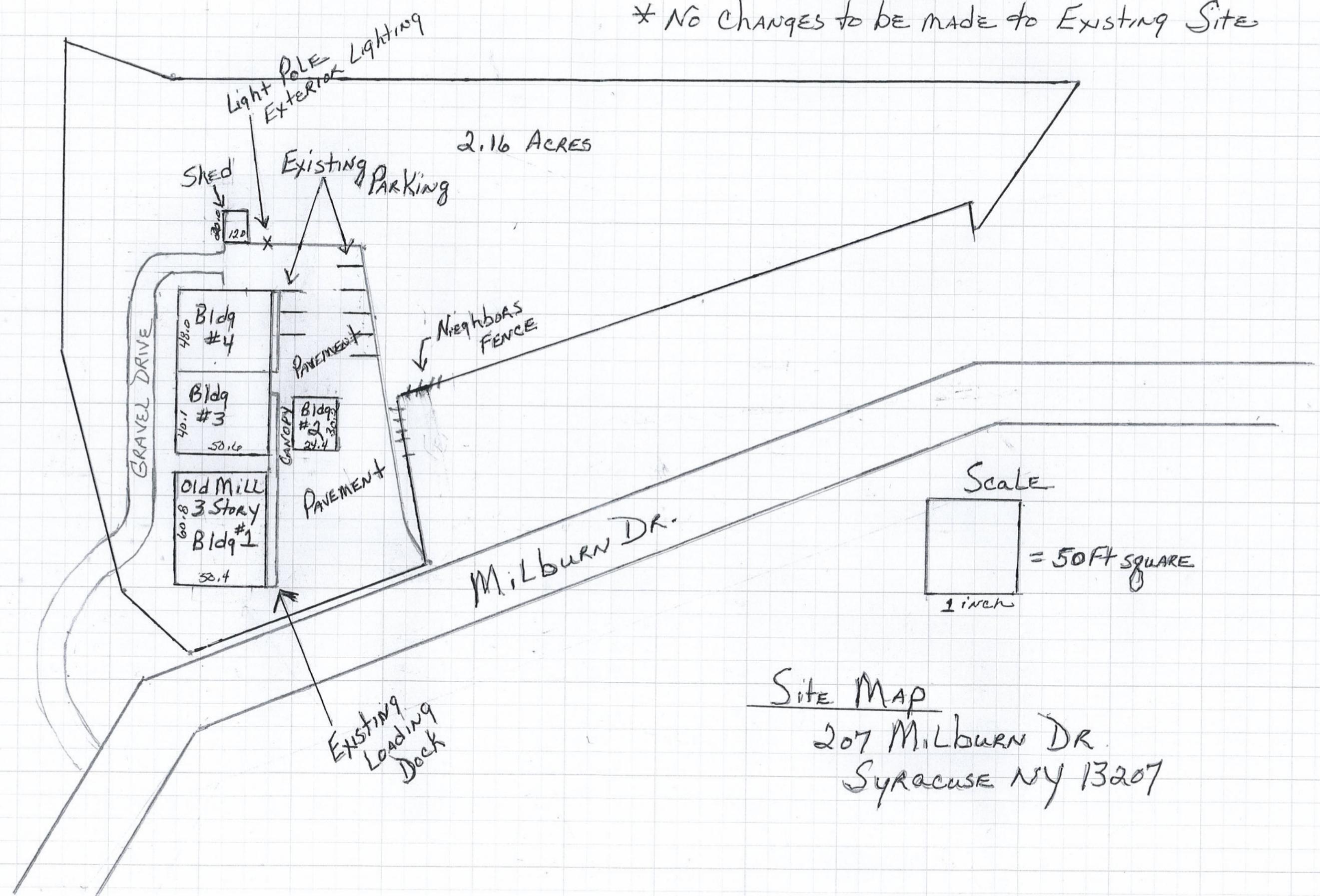
Bldg's #3 + 4



FLOOR PLAN $\square = 4' \times 4'$

207 Milburn Dr, Syracuse NY 13207

* NO CHANGES TO BE MADE TO EXISTING SITE



Site Map
207 MILBURN DR.
SYRACUSE NY 13207